Duncanville City Council Meeting Agenda

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

Tuesday, July 18, 2023
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, July 18, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, July 18, 2023.
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, July 18, 2023
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

A. Updated 2023 City Council Calendar 7 - 12
2023 City Council Calendar

3. BRIEFINGS / PRESENTATIONS

A. Presentation on Native/Naturalistic Landscaping. 13 - 14
Briefing Presentation on Native/Naturlistic Landscaping

B. Briefing Presentation on Madvac All Terrain Litter Vehicle 15 - 16
Briefing Presentation on Madvac All-Terrain Litter Vaccum

EXECUTIVE SESSION

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

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

CALL TO ORDER
INVOCATION
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Moment of Silence for Richard Summerlin.

B. Recognition of City Champion.

C. Proclamation designating July as Parks and Recreation Month. 17 - 20
Parks and Recreation Month

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

A. Consider the Minutes for: 21 - 45

- June 6, 2023 City Council Regular Meeting
- June 8, 2023 City Council Special Meeting
- June 10, 2023 City Council Special Meeting

2023-06-06 - City Council - Minutes - UNAPPROVED
2023-06-08 - Special Called Meetings - UNAPPROVED
2023-06-10 - Special Called Meetings - UNAPPROVED

B. Consider a Resolution awarding RFB 23-0021 Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road Construction Project to CCGMG, LLC., through the city's competitive bid process, with an estimated expenditure amount of $394,997.00. 46 - 52

Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road Improvements

C. Consider a Resolution awarding a bid for the purchase of waterworks products from Core & Main, LP, through City of Grapevine Contract 48-23, in a total estimated expenditure amount of $1,600,000.00, during the period May 17, 2023, through May 16, 2028. 53 - 103

Core & Main, LP

D. Consider a Resolution awarding a bid and authorizing a Cooperative Purchasing Agreement with Enterprise Fleet Management through Sourcewell Contract 030122-EFM for a multi-year vehicle lease and maintenance agreement in the estimated total expenditure amount of $7,510,504.00. 104 - 177

Multi-Year Vehicle Lease and Maintenance Agreement with Enterprise Fleet Management

E. Consider a Resolution awarding a bid and authorizing a Cooperative Purchasing Agreement with Patterson Equipment Company, through H-GAC Contract SC01-21 for a Harben jet rodder in the expenditure amount of $72,870.83. 178 - 206

Jet Rodder Purchase

F. Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2022-23 Budget in an amount not to exceed $25,000 to ALW Entertainment. 207 - 228

HOT Grant FY23 Funding-ALW Entertainment Duncanville Football Classic

G. Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) to Moore Supply Co. in the amount of $434,405.00 for the replating and repaving, new construction, and renovation of real property; and providing for an effective date. 229 - 246

Moore Supply Co.

H. Consider a Resolution supporting the options to utilize the investment strategies at TexPool, An Investment Service for Public funds by amending the authorized representatives. 247 - 250

TexPool Update

I. Consider a Resolution authorizing a personal service agreement of bank reconciliation services with Bey Accounting & Bookkeeping Services (Attachment 1) in the unit amount with an estimated annual expenditure amount of ninety thousand dollars $90,000.00. 251 - 261

Bey Accounting & Bookkeeping Services - Contract Approval

J. Consider a Resolution authorizing a contract with T2 Professional Consulting, attached hereto and incorporated herein as Exhibit “A”, to provide a highly experienced Local Government Professional to serve as Interim Fiscal Services director for the City, with an estimated cost of $135,960.00. 262 - 279

Interim Fiscal Services Director - T2

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Conduct a Public Hearing and consider approval of an Ordinance amending the Code of Crdinance by adding new Chapter 12D “Youth Program Standards of Care” providing for organization; providing for definitions; providing for inspections, monitoring, enforcement; providing for enrollment; providing for report of abuse; providing site director qualifications; providing site director responsibilities; providing counselor qualifications; providing counselor responsibilities; providing for training, orientation; providing staff-participant ratio; providing for discipline; providing for programming; providing for communications; providing for transportation; providing for facility standards; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date 280 - 307

Youth Program Standards of Care

B.	Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Plan dated September 19, 2017, adopted by Ordinance No. 2317, is hereby amended by amending, chapter 2: future land use, page 68, by revising references to opportunity Area 8, to reflect the inclusion of a nature conservation area; by amending Comprehensive Plan Map, attached hereto and incorporated herein as Exhibit "A"; by amending, Chapter 4, Quality of Life, by amending page 116. Amendment to the Comprehensive Plan to remove Opportunity Area 8 from the Future Land Use Plan	308 - 313
C.	Conduct a Public Hearing and consider an Ordinance by amending Appendix A 'Zoning Ordinance', Article II 'Zoning Districts', Sections 2.01 'Special Zoning Districts Subsection C 'Conservation Open Space District (COD); by amending Article III. 'Land Uses' Sections 3.03 'Use Chart', 3.04 'additional use regulations', by amending Article VI 'Definitions'. Nature Preserve Land Use Text Amendment	314 - 321
D.	Conduct a Public Hearing and consider an Ordinance amending Appendix A 'Zoning Ordinance', Article II 'Zoning Districts', Sections 2.01 'Special Zoning Districts Subsection C 'Conservation Open Space District (COD); by amending Article III. 'Land Uses' Sections 3.03 'Use Chart', 3.04 'Additional Use Regulations', by amending Article VI 'Definitions'. Nature Preserve Zoning District Text Amendment	322 - 329
E.	Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map, as heretofore amended, by amending the existing PD, Planned Development District to NP, Nature Preserve District on property located at 609 West Danieldale Road, Duncanville, Dallas County, Texas, described as Walnut Bend, Block A, Lot 1, ACS 42.419. Zoning Change at 609 West Danieldale Road	330 - 347
F.	Conduct a Public Hearing and consideration of an Ordinance rescinding the Comprehensive Zoning Ordinance and map, as heretofore amended, be and the same hereby revoke a Special Use Permit "SUP" for an Adult Day Care for real property located at 707 Center Ridge Road, Duncanville, Texas. Rescind SUP at 707 Center Ridge Drive	348 - 373
G.	Conduct a public hearing for consideration and action regarding the request of Monte Anderson, owner and applicant, to rescind an existing Specific Use Permit (SUP) to allow for the use of School, Business, Trade, or Vocational, and adopt an ordinance to amend the Comprehensive Zoning Ordinance and map on Main Commons, Block 3, Lot 1A, ACS 0.617, more commonly known as 134 North Main Street, City of Duncanville, Dallas County, Texas. Rescind SUP at 134 North Main Street	374 - 400
H.	Conduct a public hearing for consideration and action regarding the request of Katherine Jackson, applicant, representing Tommy Winn, owner, for a Zoning Change from DD, Downtown District to LOR, Local Office Retail District and adopt an ordinance to amend the Comprehensive Zoning Ordinance and map on AMG Merrill ABST 884,	401 - 426

PG 075, TR 47, 48 & PT TR 43 ACS 0.834 and AMG Merrill ABST 884, PG 075, TR 42 ACS 0.4400, more commonly known as 210 and 214 South Main Street, in the City of Duncanville, Dallas County, Texas.

Zoning Change at 210 and 214 South Main Street

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

6. STAFF AND BOARD REPORTS

A. Receive the Police Department's Quarterly Report. 427 - 442

Police Department Quarterly Report

B. Fire Department Quarterly Update for the third quarter of the current fiscal year. 443 - 452

Fire Department Quarterly Update

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted by the following date and time: **Friday, July 14, 2023, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Kristin Downs, Interim City Secretary

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

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

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Updated 2023 City Council Calendar

Vision Statement:

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

Pillar:

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

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

BACKGROUND/HISTORY:
The City Council normally receives an annual calendar to inform its schedule of events, conferences, and City Council Meetings.

Also, a quarterly version of the calendar has been provided to grant City Council the opportunity to closely examine the content and provide their input in a timely manner.

POLICY EXPLANATION:
City Council will consider the calendar for 2023 and may provide input to staff for planning purposes.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Review the 2023 City Council Calendar.

2. Recommend changes to the calendar.
3. Other actions as directed by City Council.

ATTACHMENTS:
2023 City Council Calendar

2023

JANUARY

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

FEBRUARY

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

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	C 9	*10	11
12	13	S14	*15	16	17	18
19	20	*21	22	C23	24	*25
26	27	28	29	30	31	

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
						*1
2	3	4	5	6	7	*8
9	10	11	12	S13	14	*15
16	17	18	19	*20	21	22
23	*24	25	26	27	28	*29
30						

MAY

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

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
				*1	2	*3
4	5	6	7	S 8	9	S10
11	12	13	14	15	16	*17
18	19	20	*21	22	23	24
25	26	27	28	29	30	

JULY

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

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
		*1	2	3	4	5
6	S 7	S 8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	S29	30	31		

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

IMPORTANT DATES

JANUARY 18
First Filing Date for Election Ballot

JANUARY 19
Celebrate Duncanville Event

FEBRUARY 17
Last Legal Filing Date for Election Ballot

MARCH 24 - 28
National League of Cities Congressional City Conference (NLC)

APRIL 24
First Day of Early Voting

MAY 2
Last Day of Early Voting

MAY 6
Election Day

MAY 21 - 23
International Council of Shopping Centers Conference (ICSC)

JULY 4
City Council Meeting: CANCELED

AUGUST 1
Submission of New Proposed Budget to Council

SEPTEMBER 30
End of Fiscal Year (FY23)

OCTOBER 1
Start of new Fiscal Year (FY24)

OCTOBER 4 - 6
Texas Municipal League Annual Conference and Exhibition (TML)

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

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

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

Duncanville
City of Champions

July 2023

July 2023

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

August 2023

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 25	26	27	28	29	30	Jul 1
2	3	4 City Council Meeting; City Holiday 9:00am Independence 6:00pm Independence	5	6 5:00pm City Council Pictures 6:00pm Special Called City Council Meeting	7	8
9	10	11	12	13	14	15
16	17 9:00am STAR Transit Ribbon Cutting (D.L. Hopkins Senior Center)	18 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	19	20	21	22 8:30pm Movies in the Park- Jumanji: The Next Level (Armstrong Park)
23	24	25	26	27 12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)	28 RSVP for Annual Firefighters Award Banquet	29
30	31 2:00pm Last Day of Summer Reading Activities (Duncanville Public Library (201	Aug 1	2	3	4	5

August 2023

August 2023

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

September 2023

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

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

September 2023

September 2023

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

October 2023

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 27	28	29	30	31	Sep 1	2
3	4 City Holiday	5 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	6	7	8 4:00pm Police Awards Ceremony (Hopkins Senior Center (206 James Collins Blvd, Duncanville, TX	9 9:00am Catfish Catch and Fishin' w/ Duncanville PD 8:00pm Movies in the Park - Fantastic
10	11	12	13	14	15	16 8:00am KDB Community Clean-up Day (Railroad ROW; 1164 N. Main St.)
17	18	19 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	20	21	22	23 11:00am Hispanic Heritage Festival (Armstrong Park)
24	25	26	27	28 12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)	29	30 End of Fiscal Year [FY23]

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Presentation on Native/Naturalistic Landscaping.

Vision Statement:

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

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation, Keep Duncanville Beautiful Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful Board would like to discuss changes to the City's policies pertaining to Native or Naturalistic Landscaping. Currently, landscaping limitations include weeds, brush, or any unpleasant or unsightly vegetation over 12 inches tall. The KDB board hopes this conversation will start a process towards a Natural Landscaping Ordinance for the City of Duncanville.

POLICY EXPLANATION:
The Keep Duncanville Beautiful Board finds that the installation and maintenance of managed, natural landscapes could be beneficial to the city's environmental impact and its citizens by requiring fewer potentially harmful and costly inputs, improving storm water retention, increasing water quality and biodiversity, reducing greenhouse emissions, and providing habitats for native species.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approve further action on this topic.
2. Do not support further action on this topic.
3. Other suggestions as directed by Council.

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Briefing Presentation on Madvac All Terrain Litter Vehicle

Vision Statement:

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

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Tyler Agee - Assistant Director of Parks and Recreation/ Keep Duncanville Beautiful Board Staff Liaison

BACKGROUND/HISTORY:
During the Duncanville City Council meeting held on December 20, 2022, the Emerging Leadership Class of 2022 presented their class project focused on enhancing beautification efforts within the city. Their primary objective was to establish programs that would inspire and engage community stakeholders, encouraging active participation in improving the visual appeal, brand, and overall perception of the City of Duncanville. As part of their comprehensive presentation and plan, the Emerging Leaders proposed the acquisition of two All-Terrain Litter Vacuums as an equipment upgrade.

In a subsequent Council Meeting on May 2, the agenda item regarding the purchase of the All-Terrain Litter Vacuums was moved from the consent agenda to be considered individually. During this meeting, Tyler Agee provided a refresher presentation outlining the proposed benefits put forth by the Emerging Leadership Class. Following the presentation, the council decided to defer the decision and table the matter to gather additional information in order to make an informed and optimal choice on when to approve procurement of these vehicles.

POLICY EXPLANATION:

This presentation aims to provide a comprehensive overview of the All-terrain litter vehicle and address the questions and concerns raised during the previous meeting on May 2, 2023.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Support further action on the procurement of Madvac All-Terrain Vehicles
2. Do not support further action regarding the procurement of Madvac All-Terrain Vehicles
3. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Proclamation designating July as Parks and Recreation Month.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Since 1985, America has celebrated July as Park and Recreation Month. A program of the National Recreation and Park Association (NRPA), the goal is to raise awareness of the vital impact that parks and recreation has on communities across the U.S.

POLICY EXPLANATION:
The National Recreation and Park Association is a national not-for-profit organization dedicated to ensuring that all Americans have access to parks and recreation for health, conservation and social equity. Through its network of 60,000 recreation and park professionals and advocates, NRPA encourages the promotion of healthy and active lifestyles, conservation initiatives and equitable access to parks and public space.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Proclamation - Parks and Recreation Month
2023 Parks and Recreation Month Poster

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Duncanville; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

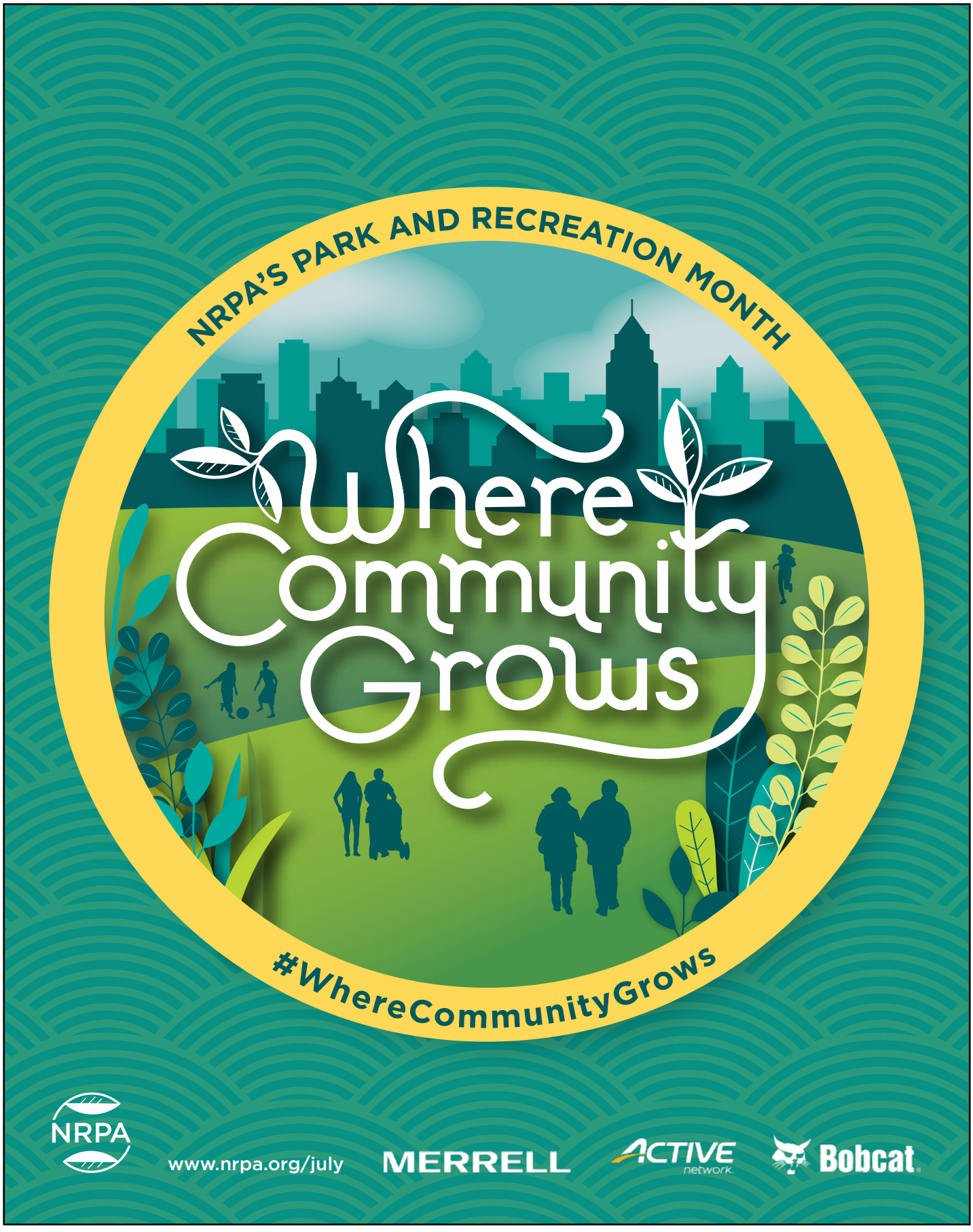
WHEREAS, the City of Duncanville recognizes the benefits derived from parks and recreation resources

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim the month of July 2023 as Park and Recreation Month.

PARKS AND RECREATION MONTH RECOGNITION IN DUNCANVILLE

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas, to be affixed this 18th day of July 2023.

Mayor, The City of Duncanville


NRPA'S PARK AND RECREATION MONTH
Where Community Grows
#WhereCommunityGrows
NRPA
www.nrpa.org/july
MERRELL
ACTIVE network
Bobcat

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, June 6, 2023

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, June 6, 2023, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT: Councilmember Jeremy Koontz – 6:01 p.m.

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into the record, and Interim City Manager Brown reviewed each item. Item 4C - approving a Memorandum of Understanding (MOU) by and between the City of Cedar Hill, Texas, the City of DeSoto, Texas, the City of Lancaster, Texas, and the City of Duncanville, Texas. To increase the costs of monies from each city to $10,000.00 to help cover the costs for entertainment.

2. CITY COUNCIL CALENDAR

Interim City Secretary Downs presented the item.

Council would like to have a Special Work Session meeting on the the fifth Tuesday of each month.

Item 3D was moved after the City Council Calendar.

3. BRIEFINGS / PRESENTATIONS

D. ***Discussion to consider amending Ordinance No. 2299 By Amending Chapter 5, Section 5-27 Building And General Building Regulations And Chapter 9, Section 9-51 Fire Prevention And Protection In The Portions Regarding Automatic Sprinkler System, And Replacing It With The Language Provided By The City Attorney.***

Item was moved after the City Council Calendar.

Managing Director of Development Services Garcia presented the item. Staff is seeking guidance from City Council with help from legal and the City Fire Marshal as it relates to a policy amendment, to determine if alternative methods of fire maintenance can be adopted or considered that will ease the burden of existing property owners as well as ensure the life, safety and welfare of the businesses and consumers within these properties.

Issue at hand:

- Currently, older existing storefronts have difficulty attaining new Certificates of Occupancies (CO) after remodeling due to the fire sprinkler system ordinance (Ord. No. 2297 & 2298) that was adopted by the City Council on March 7, 2017.
- The Wheatland Plaza is an example of a property affected by the existing ordinances on the western buildings which are currently not sprinkled. There are numerous others.

UNAPPROVED

Considerations

- Amend the language to grandfather buildings whose use remain consistent with uses allowed and legal prior to the adoption of the 2015 IFC on February 21, 2017, where the use does not pose any additional fire or safety hazards as determined by the Fire Marshal.
- Provide alternative fire suppression methods that meet the health and safety requirements set forth by the International Fire Code.
- Allow consideration for fire walls as a solution to reduce the square footage of the building footprint to accommodate existing buildings under 6,000 square feet.

Staff and Council discussed the different options and Council decided to take the item into Executive Session to discuss with the City Attorney.

B. ***Briefing to City Council regarding the 2023 Best Southwest Juneteenth Celebration.***
Item moved after Item 3D.

Special Events Planner Owens presented the item.

Where: Armstrong Park
When: 3:00 PM – 10:00 PM

- Over 1,900 tickets reserved as of May 31st.
- 61 vendors slots sold.
- Cultural Expo, Authors' Expo, and Wellness Expo from 3:00 PM – 6:00 PM
- Concert from 6:00 PM – 10:00 PM
- Black Ceasar – Cultural Expo at 5:00 PM
- Opening Ceremony with the DeSoto Alumni Choir
- ChadneyChristle – Poe-Hobden Amphitheater at 6:15 PM
- Lori Dawn – Poe-Hobden Amphitheater at 7:00 PM
- Proclamation Ceremony at 7:15 PM
- Introductions
- Announcement of each city's 2023 Mr. and Ms. Juneteenth
- The reading of the Juneteenth Proclamation
- Fat Daddy at 8:00 PM
- Eric Roberson at 9:00 PM

A. ***Discussion on Audit Committee.***
Item was moved into Individual Consideration.

B. ***Briefing to City Council regarding the 2023 Best Southwest Juneteenth Celebration.***
Item moved after Item 3D.

C. ***Receive a presentation and discuss reuse of wood materials following the demolition of Kidsville.***
Item moved to after Staff and Board Reports

D. ***Discussion to consider amending Ordinance No. 2299 By Amending Chapter 5, Section 5-27 Building And General Building Regulations And Chapter 9, Section 9-51 Fire Prevention And Protection In The Portions Regarding Automatic Sprinkler System, And Replacing It With The Language Provided By The City Attorney.***
Item moved after City Council Calendar.

Mayor Gordon recessed the Briefing Session at 6:58 p.m.

EXECUTIVE SESSION

Item moved after Staff and Board Reports.

1. ***City Council shall convene into closed executive session with the City Attorney pursuant to Section 551.071(2), Tex. Gov. Code to seek legal advice regarding declaration of salvage property, disposal of same, and liability of city personal property.***

UNAPPROVED

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

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

Councilmember Karen Cherry delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***

Mayor Gordon asked Council for extended time on the Mayor's Report.

Councilmember McBurnett made a motion, Councilmember Contreras seconded the motion. The vote was cast 7 for, 0 against. Motion passed.

Mayor Gordon presented the Best Southwest Partnership Mayoral Scholarship to Christopher Lopez Villeda.

B. ***Councilmembers' Reports***

Councilmember Koontz thanked the Keep Duncanville Board and citizens on the Clean Up Event.

C. ***City Manager's Report.***

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Recognition of Keep Duncanville Beautiful Summer 2023 Curb Appeal Residential Properties.***

Assistant Parks and Rec. Director Agee presented the curb appeal awards to the following:

District 1: Deronda Lewis, 130 S. Capri Dr.
District 2: Jorge Paniagua, 610 Parkwood Cir.
District 3: Efrain Muñoz, 327 E. Magnolia Ln.
District 4: Billy Roy Smith, 702 Athenia Way
District 5: Marcianan Guadalupe Olvera, 1248 Misty Ln.

B. ***Presentation of the Keep Duncanville Beautiful Summer 2023 Business Beautification Award Plaque and Proclamation to Red Bird Lanes located at 1114 S. Main St.***

Assistant Parks and Rec. Director Agee presented the Business Beautification Award to Red Bird Lanes, 1114 S. Main Street.

C. ***Proclamation in recognition of Juneteenth Day in Duncanville 2023.***

Mayor Gordon presented the proclamation.

3. CITIZENS' INPUT

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

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

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

UNAPPROVED

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

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

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

Grady Smithey, 1806 Cedar Hill Rd. – spoke on Cedar Ridge Road.
Jim Gilbert, 334 Partridge Run Dr. – spoke on the natural landscape amendment.
Sharon Toups, 1219 Ridge Rock Ln. – spoke on parks.
Justin Edwards, 226 Mizell St. – spoke on the landscaping ordinance.
Emily Bridges, 418 Oleander St. – spoke on native landscape.
Mark Croysdale, 1215 Wellington Dr. – spoke on the repurpose of Kidsville lumber to be made available for Ladd Property projects.
Robbie Robbins, 343 Sharewood Dr. – spoke on the Ladd Property.
Shannon Roberts, 906 Rock Canyon Dr. – spoke on the native landscape ordinance.

4. CONSENT AGENDA

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

A. ***Consider a Resolution approving the third contract renewal option for IFB #20-018 Pavement Markings Supply and Installation Services with Elite Striping, LLC, in the estimated expenditure amount of $106,602.00.***

B. ***Consider a Resolution approving an Agreement of Cooperation between the City of Duncanville, Texas, and Dallas County for CDBG/HOME/ESG Programs.***

C. ***Consider a Resolution approving a Memorandum of Understanding (MOU) by and between the City of Cedar Hill, Texas, the City of DeSoto, Texas, the City of Lancaster, Texas, and the City of Duncanville, Texas, for an interlocal agreement to partner in the Best Southwest Juneteenth Celebration which is attached hereto as Exhibit 'A'.***

D. ***Consider a Resolution ratifying the existing Professional Services Agreement 22-0033 terms with TEAM Consultants, Inc., and increasing the contract amount by $50,001.00, from $49,999.00 to $100,000.00 for materials testing and geotechnical services.***

E. ***Consider a Resolution authorizing a one-time procurement of building inspection services with Bureau Veritas in the unit amount with an estimated annual expenditure amount of seventy thousand dollars $70,000.00.***

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against. Items passed.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ***Consider an Ordinance revising the operating budget for Fiscal Year 2022-2023 by appropriating supplemental revenues and revising expenditures.***

Chief Innovation Officer Otey presented the item. Departments completed a mid-year review of budgets and proposed changes. Departments initiated transfers to cover unexpected cost, but not over the bottom line. Amendments are requested to Council to appropriate additional funding or to appropriate transfers between funds.

Councilmember McBurnett and Councilmember Koontz voiced their concerns and questioned if the numbers were correct if an Audit has not been completed.

City Attorney Hager stated the numbers are last year's numbers and the City has a trial balance.

UNAPPROVED

Chief Innovation Officer Otey stated the beginning fund balance is audited and is comfortable with the ending balance.

Councilmember Jeremy Koontz made a motion to approve the item as stated, Councilmember Greg Contreras seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Don McBurnett abstained. Item passed.

3. BRIEFINGS / PRESENTATIONS

3A. *Discussion on Audit Committee.*

Councilmember Don McBurnett made a motion to move the briefing item before item 5C, Councilmember Joe Veracruz seconded the motion. The vote was cast 7 for, 0 against. Item moved.

Audit Committee Chair Harvey presented the item.

Audit Committee Policies, Procedures and Activities Attendance
A quorum of members must be present in order to conduct a meeting. If the committee consists of three (3) members, a quorum would constitute two (2) members. If the committee consists of five (5) members, three (3) out of five (5) members should be present to have a quorum.

Resolution No. 2015-111714 - Section 1 B – Membership
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...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 ensure the committee has the needed understanding of governmental finance, accounting, and auditing. Each member shall be appointed for a term of one year.

Proposed Revision
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...three of the members shall be appointed by the City Council from current or former members. Additionally, two members may be appointed who are not members of the City Council or the City staff in order to ensure the committee has the needed understanding of governmental finance, accounting, and auditing. Each member shall be appointed for a term of one year.

C. *Appoint three City Councilmembers and two citizens to serve on the Audit Committee, and designate a chairman for the committee.*

Council discussed the changes presented by Mr. Harvey and concluded the City Attorney would bring back an updated Ordinance at a later date for future consideration.

Councilmember Greg Contreras made a motion to appoint Councilmember McBurnett, James Talley and Patrick Harvey to the Audit Committee, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Karen Cherry abstained. Item passed.

Councilmember Jeremy Koontz nominated Councilmember Karen Cherry.

Councilmember Don McBurnett nominated Councilmember Greg Contreras.

Councilmember Don McBurnett made a motion to appoint Councilmember Karen Cherry and Councilmember Greg Contreras, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against. Item passed.

UNAPPROVED

Councilmember Jeremy Koontz made a motion to appoint Councilmember Don McBurnett as Chair of the Audit Committee, Councilmember Greg Contreras seconded the motion. The vote was cast 7 for, 0 against. Item passed.

D. ***Take any necessary action as a result of the Executive Session.***
Item moved to end of meeting.

6. STAFF AND BOARD REPORTS

A. ***Receive the Public Works Quarterly Report.***
Interim Director of Public Works Culton presented the item.

Mayor Gordon recessed Regular Session at 8:48 p.m.
Mayor Gordon reconvened Briefing Session at 8:48 p.m.

C. ***Receive a presentation and discuss reuse of wood materials following the demolition of Kidsville.***
Parks and Recreation Director Stevenson presented the item and spoke on the concerns and steps in order to reclaim the wood from Kidsville.

Mayor Gordon stated the Executive Session item was dismissed; however, Council will go into Executive Session regarding Item 3D.

Mayor Gordon recessed the Briefing Session at 8:56 p.m. for City Council to convene into Executive Session.

EXECUTIVE SESSION

The Executive Session was called into session at 8:56 p.m. and City Attorney Hager read the item into record.

1. ***City Council shall convene into closed executive session with the City Attorney pursuant to Section 551.071(2), Tex. Gov. Code to seek legal advice regarding declaration of salvage property, disposal of same, and liability of city personal property.***

The Council closed the Executive Session at 10:01 p.m.

Mayor Gordon reconvened Regular Session at 10:02 p.m.

D. ***Take any necessary action as a result of the Executive Session.***
No action taken.

ADJOURNMENT

The meeting was adjourned at 10:03 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
KRISTIN DOWNS,
INTERIM CITY SECRETARY

UNAPPROVED

Duncanville Special Called Meeting
Thursday, June 8, 2023

CALL TO ORDER
A special meeting of the Duncanville City Council was called to order on Thursday, June 8, 2023, at 6:03 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:
Mayor Barry L. Gordon
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz - virtual
Councilmember Karen Cherry
Mayor Pro Tem Greg Contreras - absent

CALL TO ORDER

1. CITIZENS' INPUT

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

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

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

2. PRE-BUDGET WORKSHOP FOR FISCAL YEAR 2023-2024. DISCUSSION OF TOPICS RELATED TO CURRENT YEAR BUDGET AND NEXT FISCAL YEAR BUDGET PLANNING INCLUDING THE FOLLOWING GENERAL TOPICS:

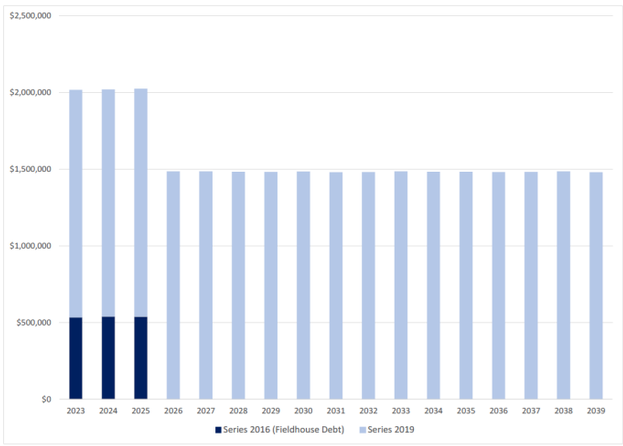
A. Receive presentations from Hilltop Securities and Texas Municipal Retirement System, and Enterprise Fleet Management, and discuss.

Jason Hughes, Hilltop Securities presented, and Chief Innovation Officer Otey presented the ARPA funds. Discussion from Council took place.

- Current General Obligation Debt Position
  - Two issues outstanding
  - Outstanding par amount of $19,170,000
- General Obligation Refunding Bonds, Series 2016
  - Refunded the Taxable Series 2010 Certificates of Obligation
    - Original issuance was for the Fieldhouse
    - Refunding resulted in present value savings of $717,271
  - Original par amount – $4,200,000
  - Outstanding par amount – $1,045,000
  - Final maturity – February 2025
- General Obligation Bonds, Series 2019
  - Successful bond election in November 2018
  - Original par amount – $20,735,000
  - Outstanding par amount – $18,125,000
  - Final maturity – February 2039

UNAPPROVED

General Obligation Debt Service



Summary of General Obligation Credit Ratings

- Standard & Poor's – "AA"
  - Ratings based on a scorecard approach
    - "Adequate economy"
    - "Strong management"
    - "Strong budgetary performance"
    - "Very strong budgetary flexibility"
    - "Very strong liquidity"
    - "Adequate debt and contingent liability profile"
    - "Strong institutional framework score"
- Fitch Ratings – "AA"
  - Ratings generally based on stress case scenarios
    - "…rating reflect Duncanville's healthy operating performance, solid expenditure flexibility, low long-term liability burden and slow revenue growth prospects."

Standard & Poor's	Fitch
AAA	AAA
AA+	AA+
AA	**AA**
AA-	AA-
A+	A+
A	A
A-	A-
BBB+	BBB+
BBB	BBB
BBB-	BBB-

Alternatives to Issuing Debt

- Use of cash reserves
  - May allow the City to avoid issuing debt at all
  - Can help supplement bond proceeds
  - Potential negative credit rating implications and/or cash flow concerns, especially if used over a number of years
- Defer purchases/improvements
  - May allow for the avoidance of issuing debt, particularly in times of economic stress
  - Must be measured against lost assessed valuation or economic development
  - Potential for increased cost later
- Pay-as-you-go
  - Budget for excess revenues over time to use for capital projects/improvements
  - Difficult to use for larger projects that are tax-supported given restrictions on revenue raising ability
  - Can pass a reimbursement resolution in case the City wants to reimburse cash spent on the project through the issuance of debt

Advantages to Issuing Debt

- Finance projects over their useful lives with a variety of repayment options
  - Can fund a multitude of projects with multiple terms in one bond issuance
- Can finance larger projects on a more timely basis
- Helps minimize impact on property tax and/or user rates
- Future beneficiaries pay their "fair share" for public improvements/services
- Tax-exempt feature provides low costs, long-term financing
- Allows a city access to another revenue stream, the Interest and Sinking Fund tax rate (I&S tax rate or debt tax rate)

Summary of Debt Obligation Types

- General Obligation Bonds (GO's)
  - Subject to bond election; approval currently by simple majority
  - May and November uniform election dates
  - If election is unsuccessful, no CO's or tax notes for 5 years for the same purpose
- Certificates of Obligation (CO's)
  - Council must approve a notice of intent to issue CO's
  - 45 day notice period to the public
  - Slightly less flexibility in what can be financed than GO's
- Tax Notes
  - No bond election or notice of intent
  - Limited to a maximum repayment of 7 years
- Sales Tax Revenue Bonds
  - Issued by DCEDC
  - Security for the bonds is the ½ cent sales tax

Summary of Current Debt Capacity

- Assumptions
  - Tax value = $3.711 billion (preliminary 2024 value received from DCAD)
  - Current I&S tax rate = $0.02534
  - 20-year level debt service @ 4.00%
  - Takes into account current debt service being repaid with I&S tax revenues
- Increase of 2.5 cents (*$0.05034 I&S tax rate*)
  - Estimated par amount – $4,800,000
  - Estimated annual debt service – $1,830,000
- Increase of 5.0 cents (*$0.07534 I&S tax rate*)
  - Estimated par amount – $17,375,000
  - Estimated annual debt service – $2,740,000
- Issuance of $10 million
  - Estimated projected total I&S tax rate – $0.0605
  - Estimated annual debt service – $2,205,000

Professionals that Work for the City

- Financial Advisor – Hilltop Securities
  - Have a fiduciary responsibility to the City
  - Advises the City on all financial matters related to bond issuance, economic development, special districts or zones
  - Structure overall finance plan
  - Assist with creation and maintenance of long-term capital improvement program ("CIP")
  - Assist with writing financial related policies
  - Assist with continuing disclosure filing
- Bond Counsel – Norton Rose Fulbright (*Robert Dransfield*)
  - Opines on legal matters related to bond issuance, economic development and special districts or zones
  - Ensures City is in compliance with State law and Federal tax law
  - Drafting of certain legal documents
  - Interfaces with the Texas AG's office

ARPA - PROJECTS

Open Projects	Requested Amount	Spent Life to Date	Encumbered	Remaining Balance
Business Grants	700,000.00	(398,750.00)	-	301,250.00
Generators/HVAC Replacements	1,695,000.00		(231,907.00)	1,463,093.00
Outdoor Fitness Equipment	350,000.00	(249,388.19)		100,611.81
IT - Fire Station Equipment, AV	125,000.00			125,000.00
IT - Network, Backbone, VDI	305,700.62			305,700.62
IT - Energov/EAM implementation	145,000.00			145,000.00
Fire Truck Blocking App	80,000.00			80,000.00
Library Programs	70,000.00			70,000.00
City Hall - Lobby	50,000.00	(36,718.17)	(34,931.21)	(21,649.38)
Dog Park	100,000.00			100,000.00
Flock Cameras	16,750.00			16,750.00
SCADA System Upgrades *	500,000.00			500,000.00
Traffic Server Upgrades *	60,000.00			60,000.00
Munis Financials/HCM – Upgrade *	340,000.00			340,000.00
Fitness Room Expansion – RC *	205,000.00			205,000.00
COMPLETED PROJECTS	**2,924,204.40**	**(2,851,294.27)**		**72,910.13**
TOTALS	**7,666,655.02**	**(3,536,150.63)**		

* New Request

ARPA - PROJECTS

Completed Projects:

- Employee Premium Pay
- Ambulance
- Body Worn Cameras – PD and Development Services
- Fire – SCBA and Bunker Gear
- Police – Radar and Traffic Devices

TOTAL FUNDS	9,600,000.00
TOTAL SPENT TO DATE	(3,536,150.63)
TOTAL PROJECTS BAL REMAINING	(3,790,756.05)
UNUSED BALANCE FROM COMPLETED PROJECTS	72,910.13
BODY CAMERA GRANT REIMBURSEMENT	252,801.00
TOTAL FUNDS REMAINING - UNSPECIFIED	**$ 2,598,804.45**

CAPITAL BOND PROJECTS

CAPITAL PROJECTS - BONDS as of 06-05-2023

Project	Allocated Amount	Other Funding - Identified	Total Funds	Design /Engineering /Architecture	Const	Other	Total Estimated Project Cost	FUNDING SHORTAGE	TOTAL SPENT LIFE TO DATE	REMAINING
Fire Station	6,000,000	878,025	6,878,025	722,630	7,591,908	925,787	9,240,325	2,362,300	**6,270,983**	**2,969,341**
Fire Station Furniture / Network / Equipment		15,500	15,500			1,520,000	1,520,000	1,504,500		**1,504,500**
TOTAL FIRE STATION	**$6,000,000**		**$6,893,525**				**$10,760,325**	**$3,866,800**	**$6,270,983**	**$4,473,842**
SERVICE CENTER	**$2,400,000**	$129,711	**$2,529,711**	$202,800	$3,000,000		**$3,202,800**	**$673,089**	**$202,800**	**$3,000,000**
Danieldale Street	3,100,000		3,100,000	325,168	2,740,197	27,362	3,092,727	7,273	**1,719,173**	1,373,554
Main Street	1,500,000		1,500,000					-1,500,000		
Cedar Ridge	2,000,000		2,000,000	265,267	1,712,520		1,977,787	-22,213	**15,977**	1,961,810
TOTAL STREETS	**$6,600,000**		**$6,600,000**				**$5,070,514**	**-$1,514,940**	**$1,735,150**	**$3,335,364**
Rotary Parking Lot	50,000		50,000		17,405		17,405	-32,595	**17,405**	0
Armstrong Park	2,250,000	750,000	3,000,000	193,000	2,828,000		3,021,000	21,000	**363,501**	2,657,499
Lakeside Pavillion	400,000		400,000		392,931		392,931	-7,069	**392,931**	0
Harrington Park	2,400,000		2,400,000	317,560	5,000,440		5,318,000	2,918,000	**194,948**	5,123,052
Trails	1,500,000		1,500,000		1,000,000		1,000,000	-500,000	**67,278**	932,723
TOTAL PARKS	**$6,600,000**		**$7,350,000**				**$9,749,336**	**$2,399,336**	**$1,036,062**	**$8,713,274**
TOTALS			**$23,373,236**				**$28,782,975**	**$5,424,286**	**$9,244,995**	**$19,522,479**

Anthony Mills, TRMS presented and Jennifer Bertram, Enterprise presented.

Duncanville Has Designed its TMRS Plan

- City began participation in July 1968
- City Council has chosen its 7% Employee Deposit Rate
- City Council has chosen its 2:1 matching ratio
- City Council has chosen 5 years vesting
- City Council has chosen 20 years/any age retirement eligibility
- City Council has chosen to include:
  - Restricted Prior Service Credit, Military Service Credit

Benefits to Duncanville and Texas Economies

- TMRS paid more than $1.6 billion in benefits, most of which stayed with Texas
- 265 current retirees/beneficiaries still reside within DFW Metropolitan area
- 268 of 281 current retirees still reside in Texas
- Duncanville retirees received $8.0 million in benefits in 2022

Duncanville's Plan Studies-2022

TMRS Comparison of Alternate Benefit Design(s) FOR CITIES

2023 Rates • Duncanville (00388)

Report Date - June 20, 2022

Plan Provisions	Current	Option 4	Option 5
Deposit Rate	7.00%	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1	2 to 1
Updated Service Credit	0%	100%	100% (Repeating)
Transfer USC *	No	Yes	Yes
Annuity Increase	0%	70%	70% (Repeating)
20 Year/Any Age Ret.	Yes	Yes	Yes
Vesting	5 years	5 years	5 years
Supplemental Death Benefit	None	None	None
Contribution Rates	**2023**	**2023**	**2023**
Normal Cost Rate	5.15%	5.15%	9.81%
Prior Service Rate	1.04%	8.50%	15.14%
Retirement Rate	**6.19%**	**13.65%**	**24.95%**
Supplemental Death Rate	0.00%	0.00%	0.00%
Total Rate	**6.19%**	**13.65%**	**24.95%**
Unfunded Actuarial Liability	$481,221	$12,255,535	$37,380,131
Amortization Period	20 years	20 years	20 years
Funded Ratio	99.6%	90.7%	78.2%

* As of the December 31, 2021 valuation date, there were 36 employees with service in other TMRS cities eligible for transfer USC.

As of the December 31, 2021 valuation date, there is 1 employee with previously forfeited service credit eligible for buyback under a previously adopted ordinance. Assuming this employee immediately buys back this service credit, the increase in the unfunded liability would be $-23, and the contribution rate would increase by 0.00%. There are are additional 18 employees with previously forfeited credit that will be eligible if a new buyback ordinance is adopted. Again, assuming the immediate purchase of all this service credit, the increase in unfunded liability and contribution rate would be $573,000 and 0.10%.

TEXAS MUNICIPAL RETIREMENT SYSTEM

2 / 2

Duncanville's Plan Studies-2022

TMRS Comparison of Alternate Benefit Design(s) FOR CITIES

2023 Rates • Duncanville (00388)

Report Date - June 20, 2022

Plan Provisions	Current	Option 1	Option 2	Option 3
Deposit Rate	7.00%	7.00%	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit	0%	100%	100% (Repeating)	100% (Repeating)
Transfer USC *	No	Yes	Yes	Yes
Annuity Increase	0%	0%	0%	70%
20 Year/Any Age Ret.	Yes	Yes	Yes	Yes
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	None	None	None	None
Contribution Rates	**2023**	**2023**	**2023**	**2023**
Normal Cost Rate	5.15%	5.15%	7.60%	7.60%
Prior Service Rate	1.04%	2.72%	3.34%	9.12%
Retirement Rate	**6.19%**	**7.87%**	**10.94%**	**16.72%**
Supplemental Death Rate	0.00%	0.00%	0.00%	0.00%
Total Rate	**6.19%**	**7.87%**	**10.94%**	**16.72%**
Unfunded Actuarial Liability	$481,221	$3,141,197	$6,504,946	$15,619,284
Amortization Period	20 years	20 years	20 years	20 years
Funded Ratio	99.6%	97.4%	94.8%	88.4%

* As of the December 31, 2021 valuation date, there were 36 employees with service in other TMRS cities eligible for transfer USC.

As of the December 31, 2021 valuation date, there is 1 employee with previously forfeited service credit eligible for buyback under a previously adopted ordinance. Assuming this employee immediately buys back this service credit, the increase in the unfunded liability would be $-23, and the contribution rate would increase by 0.00%. There are an additional 18 employees with previously forfeited credit that will be eligible if a new buyback ordinance is adopted. Again, assuming this immediate purchase of all this service credit, the increase in unfunded liability and contribution rate would be $573,000 and 0.10%.

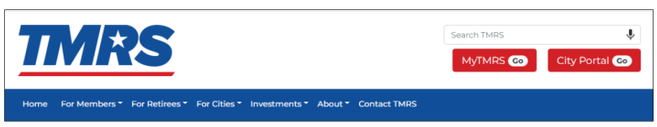
TEXAS MUNICIPAL RETIREMENT SYSTEM
1 / 2

Duncanville's Plan Change History Since November 1995

- January 2017, 100% USC (T), 50% COLA both one-time ad hoc adopted
- January 2009, 100% USC, 70% COLA both one-time ad hoc adopted
- January 2005, Stat Max Removed
- January 2002, 20-Year Any Age Retirement, 5-Year Vesting adopted
- September 2001, Buyback adopted
- November 1995, Restricted Prior Service Credit adopted
- January 1992, 100% USC(T), 70% COLA both annually repeating adopted

Superior Member and City Service

- tmrs.com provides 24/7 Member and City online self-service.



- Most Member calls are answered in 30 seconds or less.
- A City Services department was established in 2020 to improve service to participating cities.

BENCHMARK CITIES

- Current Benchmark cities identified as the result of a Compensation Study and approved by City Council.
- Based on cities within the metroplex, of similar size, and similar positions to which we can perform comparative analysis.
- Important to continue using the current cities for comparison and historical purposes.

Current Benchmark Cities
Bedford
Cedar Hill
Desoto
Farmers Branch
Grand Prairie
Haltom City
Hurst
Keller
Lancaster
Mansfield
Midlothian
Rockwall
The Colony
Waxahachie

TMRS COMPARISONS

CITY	Employee Rate 2023	City Rate 2023	USC R %	COLA R %	Adhoc Last YR	Active Retirees 2023	Contributing Members	Avg. Age Emps.	Avg. Service Emps.	Vesting Years	Service Retirement Years	Matching	Supplemental Death Benefit	Social Security	2023 Total
BEDFORD	7%	16.97%	50%	0%	NA	110	315	40.9	11.3	5	20	2:1	Y	N	16.97%
CEDAR HILL	7%	15.06%	100%	50%	NA	211	335	42.1	12.0	5	20	2:1	Y	Y	21.26%
DESOTO	7%	11.16%	100%	30%	NA	288	360	43.1	9.9	5	20	2:1	Y	Y	17.36%
DUNCANVILLE	**7%**	**6.19%**	**0.00%**	**0.00%**	**2017**	**267**	**262**	**42.6**	**10.1**	**5**	**20**	**2:1**	**N**	**Y**	**12.39%**
FARMERS BRANCH	7%	19.15%	100%	70%	NA	378	398	41.4	11.6	5	20	2:1	Y	N	19.15%
GRAND PRAIRIE	7%	17.73%	100%	70%	NA	899	1380	41.9	11.1	5	20	2:1	Y	Y	23.93%
HALTOM CITY	7%	19.12%	100%	70%	NA	261	255	44.6	13.3	5	20	2:1	Y	N	%
HURST	7%	11.45%	100%		2023 - 30%	311	342	43.3	14.0	5	20	2:1	N	Y	11.45%
KELLER	7%	16.15%	100%	50%	NA	209	286	40.6	11.6	5	20	2:1	Y	Y	16.15%
LANCASTER	7%	13.94%	100%	50%	NA	221	259	41.1	8.6	5	20	2:1	Y	Y	20.14%
MANSFIELD	7%	17.02%	100%	70%	NA	256	474	41.6	12.1	5	20	2:1	Y	Y	23.22%
MIDLOTHIAN	7%	15.34%	100%	70%	NA	111	277	41.7	10.6	5	20	2:1	Y	Y	15.34%
ROCKWALL	7%	15.26%	100%	70%	NA	139	325	43.2	13.4	5	20	2:1	Y	Y	15.26%
THE COLONY	7%	13.71%	100%	30%	NA	235	415	41.4	10.8	5	20	2:1	Y	Y	13.71%
WAXAHACHIE	7%	16.19%	100%	70%	NA	149	317	41.9	10.1	5	20	2:1	Y	Y	16.19%

NOTES:
- Duncanville applied a one time (Ad-Hoc) USC of 100% and 50% COLA for FY 16-17

Police Officer Compensation Comparisons

As of June 2023 - with Phase 1 Implementation of Comp Study on March 1, 2023

23-May	Police Officer			
CITY	Rank	Minimum Yr	Rank	Maximum Yr
HURST	1	77,376	#N/A	
CEDAR HILL	2	75,500	3	94,690
FARMERS BRANCH	3	75,088	2	97,781
DESOTO	4	75,000	7	89,326
GRAND PRAIRIE	5	74,982	1	103,499
ROCKWALL	6	72,218	6	92,034
THE COLONY	7	70,626	8	88,997
HALTOM CITY	8	70,154	10	85,476
MIDLOTHIAN	9	70,034	5	92,186
MANSFIELD	10	68,000	4	93,168
BEDFORD	11	66,925	12	83467
DUNCANVILLE	12	**65,209**	9	**85,572**
KELLER	13	64,958	11	84,074
LANCASTER	14	64,321	14	80,137
WAXAHACHIE	15	63,008	13	81,529
		Full Survey		
		Minimum		Maximum
Average Salary		70,227		90,722
Median Salary		70,154		89,162
$$ Difference +/- AVG		-5,018		-5,150
% Difference +/- AVG		-7.14%		-5.68%
BSW AVERAGE		70,008		87,431
BSW % Difference		-6.85%		-2.13%
BSW Median		70,105		87,449
		RANK		**OUT OF**
Overall Rank		**12**		**15**
BSW Rank		**3**		**4**

Police Officer Compensation Comparisons

As of October 2023 – with Phase 2 Implementation of Comp Study

May-23	Police Officer			
CITY	Rank	Minimum Yr	Rank	Maximum Yr
HURST	1	77,376	#N/A	
CEDAR HILL	2	75,500	3	94,690
FARMERS BRANCH	3	75,088	2	97,781
DESOTO	4	75,000	8	89,326
GRAND PRAIRIE	5	74,982	1	103,499
ROCKWALL	6	72,218	6	92,034
THE COLONY	7	70,626	9	88,997
HALTOM CITY	8	70,154	10	85,476
MIDLOTHIAN	9	70,034	5	92,186
MANSFIELD	10	68,000	4	93,168
DUNCANVILLE	11	**67,000**	7	**90,000**
BEDFORD	12	66,925	12	83467
KELLER	13	64,958	11	84,074
LANCASTER	14	64,321	14	80,137
WAXAHACHIE	15	63,008	13	81,529
		Full Survey		
		Minimum		Maximum
Average Salary		70,346		91,125
Median Salary		70,154		89,663
$$ Difference +/- AVG		(3,346)		(1,125)
% Difference +/- AVG		-4.76%		-1.23%
BSW AVERAGE		70,455		88,538
BSW % Difference		-4.90%		1.65%
BSW Median		**71,000**		**89,663**
		RANK		**OUT OF**
Overall Rank		**11**		**15**
BSW Rank		**3**		**4**

Firefighter Compensation Comparisons

As of June 2023 - with Phase 1 Implementation of Comp Study on March 1, 2023

May-23	Fire Fighter/Paramedic			
	Minimum		Maximum	
CITY	Rank	Yr	Rank	Yr
GRAND PRAIRIE	1	74,755	1	97,817
HURST	2	74,113	#N/A	
CEDAR HILL	3	73,727	2	92,923
FARMERS BRANCH	4	73,695	3	89,598
THE COLONY	5	73,333	7	84,885
DESOTO	6	73,000	13	77,380
HALTOM CITY	7	70,154	6	85,476
MANSFIELD	8	65,500	5	87,776
DUNCANVILLE	9	**65,228**	9	**82,967**
MIDLOTHIAN	10	64,904	4	88,330
KELLER	11	64,792	8	83,749
BEDFORD	12	64491	10	80432
LANCASTER	13	63,042	14	73,405
WAXAHACHIE	14	63,006	12	78,879
ROCKWALL	15	61,982	11	79,145
Full Survey				
		Minimum		Maximum
Average Salary		68,659		84,795
Median Salary		65,500		84,317
$$ Difference +/- AVG		(3,431)		(1,828)
% Difference +/- AVG		-5.00%		-2.16%
BSW AVERAGE		68,749		81,669
BSW % Difference		-5.12%		1.59%
		RANK		**OUT OF**
Overall Rank		**9**		**15**
BSW Rank		**3**		**4**

Police & Fire Compensation Comparisons

As of October 2023 – with Phase 2 Implementation of Comp Study

May-23	Fire Fighter/Paramedic			
CITY	Rank	Minimum Yr	Rank	Maximum Yr
GRAND PRAIRIE	1	74,755	1	97,817
HURST	2	74,113	#N/A	
CEDAR HILL	3	73,727	2	92,923
FARMERS BRANCH	4	73,695	3	89,598
THE COLONY	5	73,333	8	84,885
DESOTO	6	73,000	13	77,380
HALTOM CITY	7	70,154	7	85,476
DUNCANVILLE	8	**67,000**	6	**87,000**
MANSFIELD	9	65,500	5	87,776
MIDLOTHIAN	10	64,904	4	88,330
KELLER	11	64,792	9	83,749
BEDFORD	12	64491	10	80432
LANCASTER	13	63,042	14	73,405
WAXAHACHIE	14	63,006	12	78,879
ROCKWALL	15	61,982	11	79,145
Full Survey				
		Minimum		Maximum
Average Salary		68,786		85,105
Median Salary		67,000		85,181
$$ Difference +/- AVG		(1,786)		1,895
% Difference +/- AVG		-2.60%		2.23%
BSW AVERAGE		69,192		82,677
BSW % Difference		-3.17%		5.23%
		RANK		**OUT OF**
Overall Rank		**8**		**15**
BSW Rank		**3**		**4**

MEDICAL HEALTH INSURANCE

BLUE CROSS BLUE SHIELD

- For the fourth consecutive year, the City of Duncanville has realized a reduction in medical health insurance costs. From a benefits perspective, this is precedential as costs usually rise every year.
- For FY 2023/2024, the reduction will be 2%, or approximately $55,000.
- Employee medical insurance contributions will not change for FY 2023/2024.

TYPICAL FLEET PROFILE

enterprise FLEET MANAGEMENT

Tasked to do more with less

- Fiscally Stressed
- Underfunded & Unfunded State Mandates
- Limitations on Revenue Sources
- Future Challenges –
  - *Municipal Bond Changes*

Commonalities of Cities

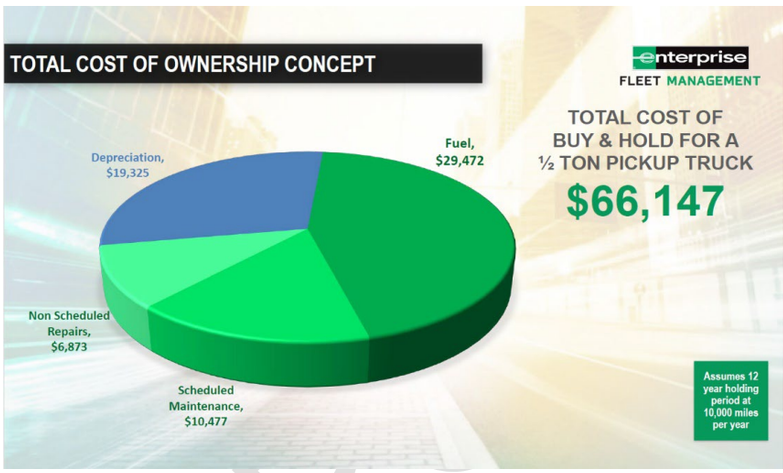
- Aged Vehicles
  - Average 10 + Year Cycle
- Low Annual Mileage
  - Non ERV 5,000 -7,500 annual miles
  - ERV 15,000 – 20,000 annual miles
- Multiple Departments with Multiple Plans & Budgets
- Capital Budget drives Fleet Replacement

Average Vehicle Age in Years by Class

Class/Description	Average
702 – Heavy trucks (26,001 lbs. and more)	13
715 – Medium trucks (15,000 lbs.–26,000 lbs.)	11
719 – Buses (29+ passengers)	11
710 – Mounted equipment (with truck chassis)	11
708 – Cargo and passenger vans	10
716 – Minivans	10
720 – Other vehicles	10
709 – Light trucks (8,600 lbs. and less)	9
718 – Buses (16-28 passengers)	8
714 – Light/medium trucks (8,601 lbs.–14,999 lbs.)	8
701 – Passenger cars	6
703 – Small buses (up to 15 passengers)	5
707 – Sport utility vehicles	5
704 – Motorcycles	5
Overall Average	**9**

TOTAL COST OF OWNERSHIP CONCEPT

enterprise FLEET MANAGEMENT



TOTAL COST OF BUY & HOLD FOR A ½ TON PICKUP TRUCK

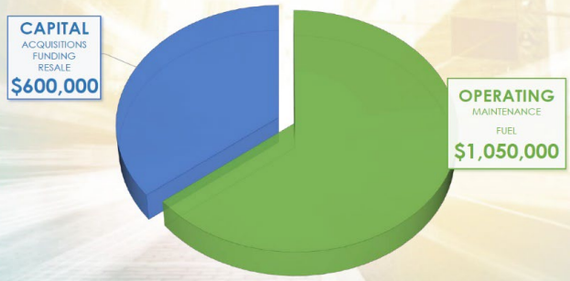
$66,147

Assumes 12 year holding period at 10,000 miles per year

EXAMPLE CAPITAL & OPERATING BUDGET

enterprise FLEET MANAGEMENT

FLEET VEHICLE BUDGET: **$400,000**



GOVERNMENT BUYING POWER

enterprise FLEET MANAGEMENT



CHEVROLET

2021 SILVERADO 1500 4WD Crew Cab, Short Bed WT

$39,200 Net Price

TEXAS SMART BUY

Class 2A - Full Size Pickup, Crew Cab (6,001 - 8,500 lb. GVWR), largest cab available from OEM

Commodity Code 072022801

Class 2A - Full Size Pickup, Crew Cab (6,001 - 8,500 lb. GVWR), largest cab available from OEM
View the term contract page for full specs and warranty information.

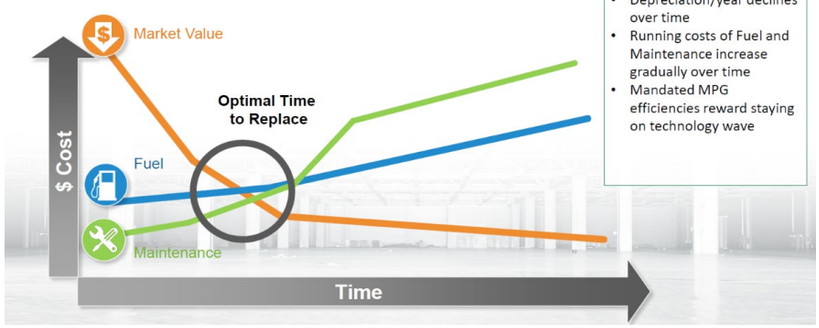
Contract 070-A1
Supplier Part Number 072262201
Manufacturer Part # CC10743
Make Chevrolet
Model 1500 CREW CAB
Special Item Notes Purchasers should document their reasons for selecting the vehicle and vendor as the best value in series for their entity.

Price $26,971.00 UOM EACH

MANHEIM AUCTION RESULTS

VEHICLE	Avg Odometer	Avg Sale Price	Capital Outlay
2019 Chevy Silverado 1500 Crew Cab	27,172	$26,300	$671
2020 Chevy Silverado 1500 Crew Cab	14,084	$30,800	- $3,829

MONTHLY COST ANALYSIS
EFFECTIVE VEHICLE LIFECYCLE



Key Observations

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

FUNDING OPTIONS & CASH FLOW

Example: 150 Vehicles

Funding Source	Average Cycle	# of Vehicles Replaced	Avg Annual Cost/Vehicle	Total Annual Capital Outlay	Difference in Cash Flow
Cash	5 Years	30	$50,000	$1,500,000	-
Finance	5 Years	30	$10,000	$300,000	$1,200,000
MV Finance	5 Years	30	$9,000	$270,000	$1,230,000

OPERATING EXPENSES *Maintenance*

enterprise FLEET MANAGEMENT

Full Maintenance – new Non ERV

- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs

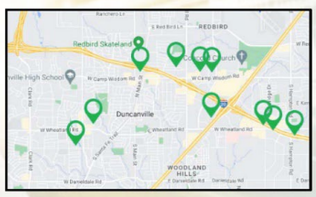
Maintenance Management – PD, Fire & non leased units

- "Bridge" program for currently owned fleet vehicles
- Maintenance reporting on the Entire Fleet
- Tracking of all Routine Maintenance & Safety Recalls

Enterprise National Service Department

- 200 Employees with over 1,100 total ASE certifications
- 400,000+ vehicles under management on this program
- $40.8 million in customer savings in 2016
- $3.5 million in post warranty/goodwill refunded to our customers in 2017
- Add any shop to our Auto Integrate Program





VEHICLE DISPOSAL

enterprise FLEET MANAGEMENT

700 DEDICATED REMARKETING EMPLOYEES

150 REMARKETING LOTS IN NORTH AMERICA

IN 2020, ENTERPRISE **SOLD OVER 1,100,000** VEHICLES.

COMMERCIAL SALES EXCEEDED AT AN AVERAGE OF **110.4%** **OVER AUCTION**



19,000+ UNIQUE BUYERS

SUSTAINABLE REPLACEMENT PLAN

City of Duncanville Replacement Plan

Current Fleet	108	Fleet Growth	0.00%	Proposed Fleet	108
Current Cycle	9.00	Annual Miles	10,000	Proposed Cycle	4.5
Current Maint.	$185			Proposed Maint.	$105
Fuel Info		MPG	10	Price/Gallon	$3.50

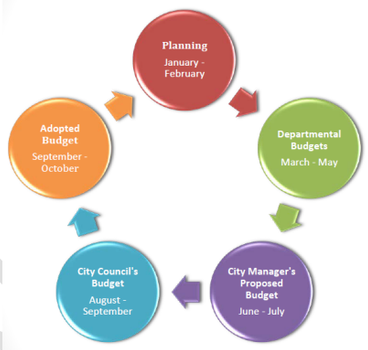
Fleet Mix													Annual
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Aftermarket	Maintenance	Equity (owned)	Equity (leased)	Fuel	Fleet Budget	Net Cash
Average	108	12.0	108	0	800,000	0		239,760	-24,000		378,000	1,393,760	0
'23	108	74	34	74		970,349	360,406	168,720	-647,324		291,667	1,143,818	249,942
'24	108	17	17	91		1,170,846	23,634	152,400	-215,285		271,833	1,403,428	-9,668
'25	108	8	9	99		1,267,590	14,000	144,720	-115,840	-175,272	262,500	1,397,698	-3,938
'26	108	22	4	103		1,305,759	253,500	138,660	-53,420		254,333	1,898,833	-505,073
'27	108	5	0	108		1,370,146	23,569	136,080	-65,525	-755,176	252,000	961,094	432,666
'28	108	56	0	108		1,216,565	81,406	136,080		-405,373	252,000	1,280,677	113,083
'29	108	35	0	108		1,216,565	255,000	136,080		-95,516	252,000	1,764,129	-370,369
'30	108	8	0	108		1,216,565	23,634	136,080		-50,388	252,000	1,577,891	-184,131
'31	108	5	0	108		1,216,565	14,000	136,080		-245,348	252,000	1,373,297	20,463
'32	108	22	0	108		1,216,565	252,000	136,080		-755,176	252,000	1,101,468	292,292
										10 Year Savings			$35,268

Mayor Gordon recessed the meeting at 8:20 p.m.
Mayor Gordon reconvened the meeting at 8:30 p.m.

B. Receive presentations on projects, shortages, and funding options and discuss.
C. Discussion on FY 2022 actuals and FY 2023 end of year projections.
D. Discussion on FY 2024 potential budget outlook and highlights.

Chief Innovation Officer Otey presented the item. Discussion from Council took place.

BUDGET CALENDAR AND PLANNING



June 8, 2023	Budget Workshop – FY 2023-24 outlook
July 25, 2023	Dallas Central Appraisal District – Receive Certified Roll
July 28, 2023	City Manager Files Budget
August 1, 2023	City Manager – introduces budget at Council Meeting
August 10, 2023	***Council Budget Workshop**
August 17, 2023	* Public Town Hall on FY 23-24 Budget
August 24, 2023	**Tentative – Public Hearing on Budget and Tax Rate**
August 29, 2023	**Budget and Tax Rate Adoption**

STRATEGIC PILLARS



FY 2024 STRATEGIC FOCUS

People

- Internal – Competitive Salary/Benefits, Development, Best Practices
- External – Customer Service, Outreach

Projects

- Complete Projects

Planning

- Long-term Planning
- Financial Plans
- Comprehensive Plan

Council Priorities

- Projects and Processes

Legislative Impacts

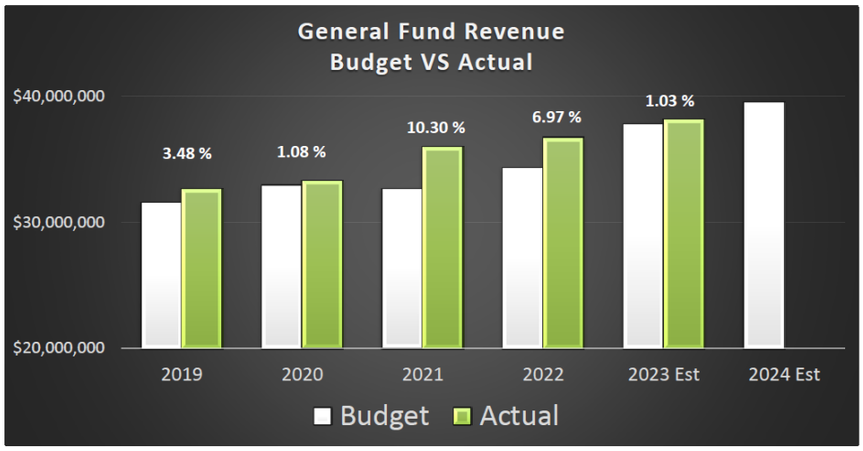
88th Legislature

- **Property Tax**
  - Property Tax cuts via School District Tax
  - As of June 7, the House passed **HB 1**, which would lower the taxes property owners would pay to school districts. This would result in a reduced property tax burden for all property owners, including commercial. The House additionally adjourned Sine Die after passage.
  - To note, this is the bill the Governor supports.
  - Meanwhile, the Senate seeks to pass **SB 1**, which would lower property taxes by lowering the taxes owed to school districts and expand the homestead exemption.
  - With the House adjourned Sine Die, it has created a standoff on which version will ultimately pass and go to the Governor for consideration.
  - If nothing occurs, the Governor can call for an additional special session.

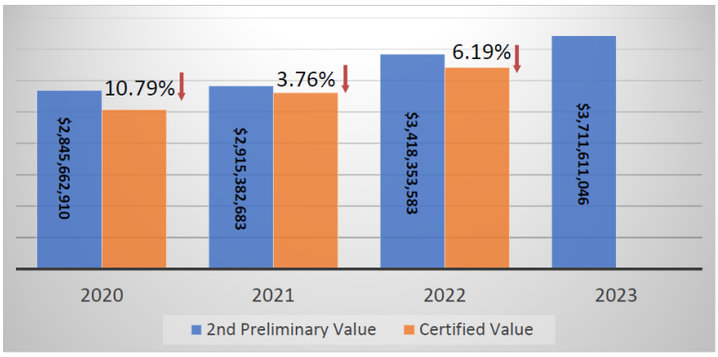
88th Legislature – Budget Impact

- **City Administration**
  - **HB 471**: Paid sick and injury leave for first responders (EMS, police, firefighters) up to a year for work-related injuries or illness. Sent to Governor.
    - **The bill's provisions could create costs for political subdivisions that do not currently provide illness and injury benefits commensurate with the bill's requirements to certain first responders.**
  - **HB 2464**: Would permit TMRS cities to offer certain non-retroactive COLA increases. Signed by Governor. Effective immediately.
    - **According to TMRS, most cities that adopt annuity increases provided by the provisions of the bill would see annuity expenses reduced compared to current options to increase annuities due to not having a retroactive cost for those annuities.**

FY 2023-24 GENERAL FUND REVENUE PERFORMANCE – 5 YR



PRELIMINARY VALUES



- 15.75% Increase in Taxable value – Preliminary over 2022 Certified

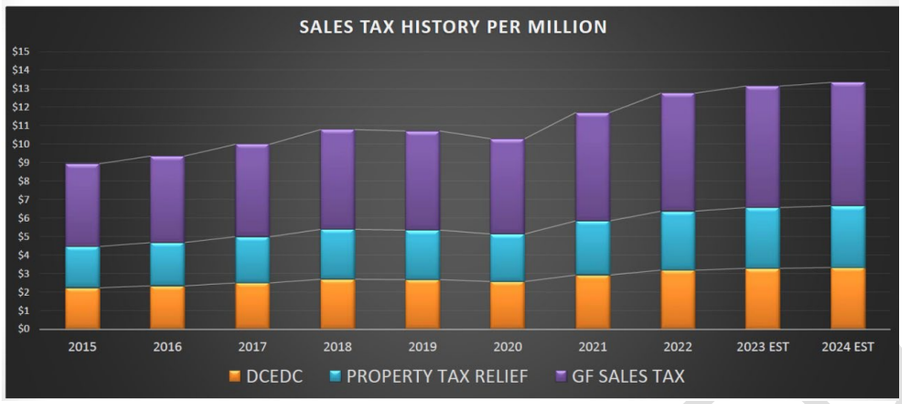
Preliminary Taxable Values as of 05/26/23	$ 3,711,611,046
+ New Constructions	22,798,374

PROPERTY TAXES

Tax Rate Percentage by Entity



SALES TAX



Sales Tax Projections

- Forecasted Increase 3%
- New Sales – Full Year
  - Chick-fil-a
  - Clark Road development (Chipotle, Lil Caesar's. Baskin Robbins / Dunkin)
  - Tacos Cantu
  - Alfonso's Burritos
  - Scooters Coffee
  - Moore Supply expansion
  - Candy Shack Daquiri's (now open)
  - Taste of Ways
  - Wingstop
  - Other

Year	Allocation	Increase
2020	$10,339,917	14.0%
2021	$11,464,458	10.8%
2022	$12,627,703	10.1%

Fiscal Year 2021	$ 11,464,458
Fiscal Year 2022	$ 12,627,703
Forecasted 2023	$ 13,447,376
	3.92%
	3.92%

HDL Projection $13,975,033.00
Estimated Increase of $ 527,657.00

Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	FY 2024 Total
$ 1,014,766	$ 1,320,383	$ 1,055,456	$ 996,133	$ 1,347,420	$ 959,707	$ 931,158	$ 1,520,886	$ 1,148,438	$ 1,151,529	$ 1,385,916	$ 1,143,241	$ 13,975,033
$ 1,014,766	$ 1,320,383	$ 1,055,456	$ 996,133	$ 1,347,420	$ 959,707	$ 931,158	$ 1,520,886	$ 1,148,438	$ 1,151,529	$ 1,385,916	$ 1,143,241	$ 13,975,033

Baseline utilizes large taxpayer data to derive at estimates

Note: National Retail Federation RF is projecting a nation increase of 4% – 6% for 2023.

HdL Companies Business Group Forecast Tool

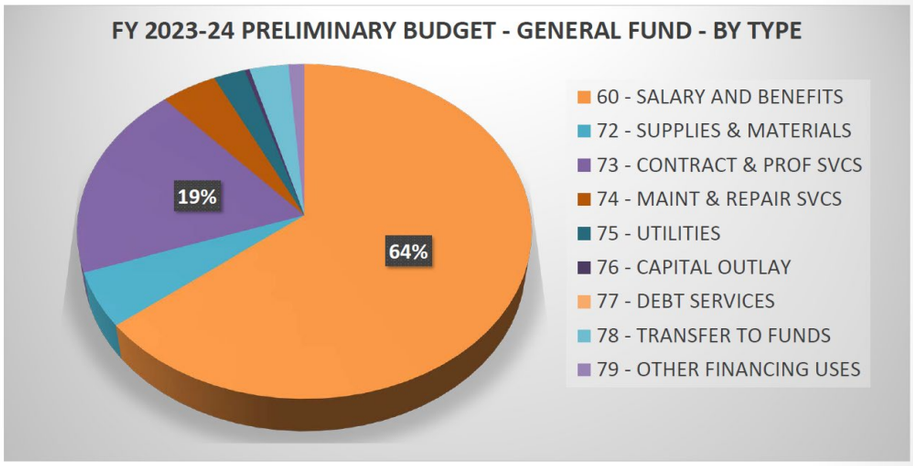
Source: https://nrf.com/nrf-2023-annual-retail-sales-forecast-faq#:~:text=NRF%20forecasts%20that%20retail%20sales,retail%20sales%20growth%20of%203.6%25

Preliminary FY 2024

GENERAL FUND - REVENUE	FY 2021-22 ACTUAL	FY 2022-23 ADOPTED	FY 2022-23 END OF YEAR PROJECTION	FY 2023-24 PRELIMINARY BUDGET
50 - PROPERTY TAXES	$18,692,686	$20,805,379	$20,805,379	$21,794,094
51 - SALES & OTHER TAXES	$9,747,900	$9,538,417	$9,928,026	$10,153,078
52 - PERMITS & LICENSES	$633,155	$572,050	$572,050	$647,500
53 - FINES & FEES	$299,672	$386,600	$386,600	$350,100
54 - INTERGOV REVENUES	$173,031	$237,500	$237,500	$340,551
55 - INTEREST	$65,572	$67,700	$67,700	$67,700
56 - FRANCHISE FEE REV	$1,816,561	$1,739,000	$1,739,000	$1,755,000
57 - CHARGES FOR SERVICES	$1,833,524	$1,120,300	$1,120,300	$1,147,200
58 - TRANSFER FROM FUNDS	$2,715,192	$2,905,293	$2,905,293	$2,798,905
59 - OTHER SOURCES	$725,458	$391,000	$391,000	$448,250
Grand Total	**$36,702,751**	**$37,763,239**	**$38,152,848**	**$39,502,378**

VARIANCE	4.61%

Preliminary FY 2024



Preliminary FY 2024

GENERAL FUND EXPENSES BY DEPARTMENT	FY 2021-22 ACTUAL	FY 2022-23 ADOPTED	FY 2022-23 END OF YEAR PROJECTION	FY 2023-24 PRELIMINARY BUDGET
0101 - GENERAL GOV. SERVICES DEPT.	($3,738,565)	($4,414,043)	($4,530,499)	($5,000,559)
0102 - FISCAL SERVICES DEPT.	($1,229,679)	($1,499,067)	($1,687,594)	($1,632,194)
0103 - NEIGHBORHOOD & PLANNING DEPT.	($1,070,690)	($1,323,627)	($1,234,018)	($1,430,361)
0104 - PARK AND RECREATION DEPT.	($2,606,005)	($3,293,024)	($3,478,935)	($3,710,181)
0105 - POLICE SERVICES DEPT.	($10,081,121)	($10,647,896)	($10,604,619)	($11,579,718)
0106 - PUBLIC WORKS DEPT.	($6,269,128)	($7,398,616)	($7,319,932)	($7,532,744)
0107 - FIRE SERVICES DEPT.	($7,266,588)	($7,544,532)	($7,730,236)	($8,209,028)
0108 - NON-DEPARTMENTAL	($2,225,687)	($1,265,853)	($1,372,175)	($640,956)
0109 - USE OF FUND BALANCE	($100,000)	($0)	($0)	($92,000)
Grand Total	**($34,587,463)**	**($37,386,658)**	**($37,958,008)**	**($39,827,741)**
			VARIANCE	**6.53%**
Net Revenue/(Expenses)	**$2,115,288**	**$376,581**	**$194,840**	**($325,363)**

General Fund - Expenditures

Assumptions:

- 2nd Phase of Compensation Study & 100% Updated Service Credits – Ad Hoc
  TOTAL IMPACT = $1.5 M
- Best Southwest Cost Share:
  - SWRCC = $100,000
  - Regional Jail +$40,000
  - Cares Team – Finish out FY 2024 +$92,000
- $51,000 – Council Retreats & Development
- $50,500 – Council Training/Conferences

Looking Ahead – Funding Needs:

- SWRCC – Upgrade CAD system
  - Duncanville estimate $650,000 in FY24
- SWRCC – 5 to 10 Year CIP plan for New Building – $16 Million

Opportunities

- Update Master Fees – Inspections
- Special Events
- Donations
- Grant funding
- Debt issuance

FY 2023-24 ENTERPRISE FUNDS POTENTIAL OUTLOOK

	FY 2021-22 ACTUAL	FY 2022-23 ADOPTED	FY 2022-23 END OF YEAR PROJECTION	FY 2023-24 PRELIMINARY BUDGET
002 - WATER/SEWER UTILITY FUND				
Revenue	$19,431,070	$19,225,466	$19,225,466	$21,154,119
Expense	($19,522,492)	($19,208,367)	($21,704,222)	($18,926,486)
Net Revenues / (Expenses)	**($91,422)**	**$17,099**	**($2,478,756)**	**$2,227,634**
019 - SANITATION FUND				
Revenue	$4,182,871	$4,726,656	$4,726,656	$4,686,618
Expense	($4,418,095)	($4,699,211)	($4,205,760)	($4,532,992)
Net Revenues / (Expenses)	**($235,224)**	**$27,445**	**$520,896**	**$153,626**

Utility Fund Assumptions

- 2nd Phase of Compensation Study + 100% Updated Service Credits – Ad Hoc – Total impact $85,000
- 5% Increase to Dallas Water & Trinity River Authority
- 2nd Year of Water/Sewer Rate Increase
- Debt Issuance for Utility CIP
- $2 Million transfer to Utility CIP

Sanitation Fund Assumptions

- 2nd Phase of Compensation Study + 100% Updated Service Credits – Ad Hoc – Total impact $25,000
- 4% CPI – Trash Collection & 5% CPI – Landfill
- 2% Rate Increase – Customer
  - +0.54 Curbside
  - +0.68 Alley
  - +1.99 Commercial
- $150,000 transfer to Alley CIP

FY 2023-24 SPECIAL REVENUE FUNDS POTENTIAL OUTLOOK

	FY 2021-22 ACTUAL	FY 2022-23 ADOPTED	FY 2022-23 END OF YEAR PROJECTION	FY 2023-24 PRELIMINARY BUDGET
010 - HOTEL TAX FUND				
Revenue	$843,213	$891,500	$891,500	$893,500
Expense	($238,257)	($828,124)	($742,574)	($840,198)
Net Revenues / (Expenses)	**$604,957**	**$63,376**	**$148,926**	**$53,302**
012 - ECONOMIC DEVELOPMENT				
Revenue	$3,158,972	$3,151,139	$3,281,009	$3,351,359
Expense	($2,794,862)	($3,785,328)	($3,722,187)	($3,905,393)
Net Revenues / (Expenses)	**$364,111**	**($634,189)**	**($441,178)**	**($554,034)**
015 - DRAINAGE FUND				
Revenue	$803,189	$780,200	$780,200	$780,200
Expense	($317,550)	($1,732,430)	($432,004)	($2,187,700)
Net Revenues / (Expenses)	**$485,639**	**($952,230)**	**$348,196**	**($1,407,500)**

Hotel/Motel Assumptions

- 1 FTE – Special Events
- Anticipated HOT Tax Grants
- Advertising & Tourism training

Economic Development Assumptions

- 5 FTEs – Includes Beautification and Seasonal Help
- $2.1 M – ED Incentives
- $63,000 Community Incentives
  - Neighborhood Revitalization & Toolshed
- $85,000 – Beautification efforts

Drainage Assumptions

- 3 FTEs
- No change in Stormwater Fees
- $92,000 Street Sweeping
- Ten Mile Creek Erosion Project
- Swan Ridge Project
- Cherry Street Alley

ADJOURNMENT

The meeting was adjourned at 9:24 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
KRISTIN DOWNS,
INTERIM CITY SECRETARY

UNAPPROVED

Duncanville Special Called Meeting
Minutes
Saturday, June 10, 2023

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Saturday, June 10, 2023, at 8:41 a.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry
Mayor Pro Tem Greg Contreras

CALL TO ORDER

1. CITIZENS' INPUT

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

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

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

No one spoke.

Mayor Gordon recessed the Briefing Session at 8:41 a.m. for City Council to convene into Executive Session.

2. EXECUTIVE SESSION

The Executive Session was called into session at 8:42 a.m. and Mayor Gordon read the item into record.

A. "The City Council shall meet in closed executive session pursuant to Section 551.074, Personnel Matters, of the Tex Govt Code, to deliberate the appointment, employment, evaluation, duties and process of the City Manager; and, to deliberate, interview and evaluate the executive firms and consultants in connection with the City Manager."

The following firms were interviewed:

- 9:00 – 10:30 a.m. - T2 Professional Consulting LLC
- 10:45 – 12:15 p.m. - GovHR USA
- 1:30 – 3:00 p.m. - Government Professional Solutions
- 3:15 – 4:45 p.m. - Baker Tilly US LLP

Executive Session was recessed at 9:04 a.m.
Executive Session was reconvened at 9:06 a.m.
Executives Session was recessed at 10:30 a.m.
Executive Session was reconvened at 10:46 a.m.
Executive Session was recessed at 12:09 p.m.

UNAPPROVED

Executive Session was reconvened at 1:23 p.m.
Executive Session was recessed at 2:47 p.m.
Executive Session was reconvened at 3:15 p.m.
Executive Session was closed at 4:58 p.m.

3. OPEN SESSION

Mayor Gordon reconvened Open Session at 4:59 p.m.

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

Council concluded to move forward with T2 Professional Consulting LLC.

A motion was called by Councilmember Don McBurnett to proceed with the Executive Search Firm T2 Professional Consulting LLC. for the City Manager Search, Councilmember At-Large DeMonica Gooden seconded the motion. A vote was taken 7 for, 0 against. Motion passed.

ADJOURNMENT

The meeting was adjourned at 5:00 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
KRISTIN DOWNS,
INTERIM CITY SECRETARY

UNAPPROVED

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Consider a Resolution awarding RFB 23-0021 Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road Construction Project to CCGMG, LLC., through the city's competitive bid process, with an estimated expenditure amount of $394,997.00.

Vision Statement:

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

Pillar:

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

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

BACKGROUND/HISTORY:
The alley between Cherry Street and Center Street from Alexander Avenue to N. Cockrell Hill Road is over forty years old, in poor condition, and in need of rehabilitation and replacement. On April 06, 2021, City Council approved a Professional Engineering Services Agreement with IEA, Inc. to prepare plans and construction specifications for this alley's pavement reconstruction and drainage improvements. This project will include reconstructing approximately 1,200 linear feet of alley pavement and needed drainage improvements.

POLICY EXPLANATION:
The City publicly advertised for bid RFB 23-0021 Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road through Public Purchase on April 26, 2023, through May 25, 2023. Three bids were received in response to the request for bids. Staff reviewed the bids, bidder's qualifications, and references, and recommends the award of RFB 23-0021 to CCGMG, LLC, deemed responsive and responsible. This project was bid in compliance with Texas municipal purchasing statutes.

FUNDING SOURCE:

ORG and Object Number
15050000-708102 (Drainage CIP/Construction) and 25100000-708102 (Alley Improvement Project/Construction)

Available Budget	Purchase Amount	After Encumber
$518,202.00	$394,997.00	$123,205.00

ACTION ALTERNATIVES:

1. Approve the award of RFB 23-0021 Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road through the City's competitive bid process, with an estimated expenditure amount of $394,997.00.
2. Do not approve the award of RFB 23-0021 Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road through the City's competitive bid process, with an estimated expenditure amount of $394,997.00.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2023-054 - Cherry Street Alley Improvements - Pdf

RESOLUTION NO. 2023-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFB 23-0021 CHERRY STREET ALLEY FROM ALEXANDER AVENUE TO N. COCKRELL HILL ROAD CONSTRUCTION PROJECT TO CCGMG, LLC., THROUGH THE CITY'S COMPETITIVE BID PROCESS, WITH AN ESTIMATED EXPENDITURE AMOUNT OF $394,997.00, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR PAYMENT PERFORMANCE AND MAINTENANCE BOND AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, improvements are needed along the Cherry Street alley from Alexander Avenue to N. Cockrell Hill Road; and

WHEREAS, the City has obtained a competitive sealed bid for the improvements per RFB 23-0021 and recommends awarding the bid to the lowest responsible bidder meeting specifications in the amount bid; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award RFB 23-0021 to CCGMG, LLC. in the amount of $394,997.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards RFB 23-0021 and authorizes a contract with CCGMG, LLC. in the amount of $394,997.00 for street and drainage infrastructure improvements for reconstruction of the Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road as set forth in the attached proposal, Exhibit A.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

RFB 23-0021

CHERRY ST. ALLEY from ALEXANDER AVE. to N. COCKRELL HILL RD.

				CCGMG, LLC Dallas, TX		The Fain Group, Inc. Ft. Worth, TX		Wall Contractors Chandler, TX	
Item No..	Spec No.	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
(1)	101	1	LS	$41,972.00	$41,972.00	$46,258.00	$46,258.00	$29,700.00	$29,700.00
(2)	102	280	CY	$20.00	$5,600.00	$65.00	$18,200.00	$166.00	$46,480.00
(3)	201A	439	SY	$24.00	$10,536.00	$33.00	$14,487.00	$26.00	$11,414.00
(4)	201B	403	SF	$3.00	$1,209.00	$16.00	$6,448.00	$5.50	$2,216.50
(5)	201D	774	SY	$32.50	$25,155.00	$19.00	$14,706.00	$45.50	$35,217.00
(6)	201E	57	LF	$26.00	$1,482.00	$16.00	$912.00	$27.00	$1,539.00
(7)	201F	17	LF	$26.00	$442.00	$45.00	$765.00	$60.00	$1,020.00
(8)	202	243	SY	$17.00	$4,131.00	$23.00	$5,589.00	$21.00	$5,103.00
(9)	204	15	LF	$32.50	$487.50	$36.00	$540.00	$60.00	$900.00
(10)	204A	17	LF	$26.00	$442.00	$59.00	$1,003.00	$215.00	$3,655.00
(11)	210	18	LF	$6.50	$117.00	$277.00	$4,986.00	$116.00	$2,088.00
(12)	305	944	LF	$6.50	$6,136.00	$4.50	$4,248.00	$4.25	$4,012.00

				CCGMG, LLC Dallas, TX		The Fain Group, Inc. Ft. Worth, TX		Wall Contractors Chandler, TX	
Item No..	Spec No.	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
(13)	357	162	LF	$12.00	$1,944.00	$60.00	$9,720.00	$30.00	$4,860.00
(14)	358	4	EA	$1,500.00	$6,000.00	$3,780.00	$15,120.00	$2,000.00	$8,000.00
(15)	359	62	LF	$6.50	$403.00	$24.00	$1,488.00	$48.00	$2,976.00
(16)	432	440	SY	$84.50	$37,180.00	$144.00	$63,360.00	$128.50	$56,540.00
(17)	432A	6	SY	$97.50	$585.00	$235.00	$1,410.00	$230.00	$1,380.00
(18)	433	122	SF	$13.00	$1,586.00	$36.00	$4,392.00	$27.00	$3,294.00
(19)	454	1,426	SY	$95.00	$135,470.00	$141.00	$201,066.00	$146.00	$208,196.00
(20)	455	24	SY	$195.00	$4,680.00	$147.00	$3,528.00	$420.00	$10,080.00
Paving (Lines 1 – 20) Subtotal:					**$285,557.50**		**$418,226.00**		**$438,670.50**
(21)	103	25	LF	$26.00	$650.00	$58.00	$1,450.00	$160.00	$4,000.00
(22)	1004	545	LF	$97.50	$53,137.50	$233.00	$126,985.00	$383.00	$208,735.00
(23)	1202	3	EA	$1,300.00	$3,900.00	$1,720.00	$5,160.00	$350.00	$1,050.00
(24)	1217	2	EA	$7,150.00	$14,300.00	$21,000.00	$42,000.00	$10,200.00	$20,400.00
(25)	1217C	1	EA	$13,000.00	$13,000.00	$41,000.00	$41,000.00	$19,500.00	$19,500.00

				CCGMG, LLC Dallas, TX		The Fain Group, Inc. Ft. Worth, TX		Wall Contractors Chandler, TX	
Item No..	Spec No.	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
(26)	1246	1	EA	$2,600.00	$2,600.00	$1,400.00	$1,400.00	$4,900.00	$4,900.00
(27)	1246A	2	EA	$1,300.00	$2,600.00	$1,400.00	$2,800.00	$3,300.00	$6,600.00
(28)	1334	0.2	CY	$1,300.00	$260.00	$10,000.00	$2,000.00	$5,000.00	$1,000.00
(29)	1505	2	EA	$1,300.00	$2,600.00	$2,725.00	$5,450.00	$4,750.00	$9,500.00
(30)	2200	1	LS	$1,300.00	$1,300.00	$2,509.00	$2,509.00	$2,000.00	$2,000.00
(31)	2201	120	LF	$6.50	$780.00	$4.00	$480.00	$15.00	$1,800.00
RINAGE IMPROVEMENTS (LINES 21-31) SUBTOTAL:					**$95,127.50**		**$231,234.00**		**$279,485.00**
(32)	820	2	EA	$500.00	$1,000.00	$574.00	$1,148.00	$175.00	$350.00
(33)	20100	2	EA	$650.00	$1,300.00	$752.00	$1,504.00	$975.00	$1,950.00
(34)	20200	4	MO	$1,933.00	$7,732.00	$3,728.00	$14,912.00	$2,200.00	$8,800.00
TRAFFIC IMPROVEMENTS (LINES 32-34) SUBTOTAL:					**$10,032.00**		**$17,564.00**		**$11,100.00**
(35)	608	$428.00	SY	$10.00	$4,280.00	$10.00	$4,280.00	$20.00	$8,560.00
LANDSCAPE & IRRIGATION (LINES 36) SUBTOTAL:					**$4,280.00**		**$4,280.00**		$8,560.00
Paving (Lines 1 – 20) Subtotal:					**$285,557.50**		**$418,226.00**		**$438,670.50**
Drainage Improvements (Lines 21-31) Subtotal:					**$95,127.50**		**$231,234.00**		**$279,485.00**
Traffic (Lines 32- 34) Subtotal:					**$10,032.00**		**$17,564.00**		**$11,100.00**
Landscape & Irrigation (Line 35) Subtotal:					**$4,280.00**		**$4,280.00**		**$8,560.00**
GRAND TOTAL:					**$394,997.00**		**$671,304.00**		**$737,815.50**

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Consider a Resolution awarding a bid for the purchase of waterworks products from Core & Main, LP, through City of Grapevine Contract 48-23, in a total estimated expenditure amount of $1,600,000.00, during the period May 17, 2023, through May 16, 2028.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)
Matt Bryant, Utilities Superintendent

BACKGROUND/HISTORY:
The Utilities Division of the Public Works Department routinely purchases waterworks products to repair, improve, and replace water and wastewater infrastructure. Supplies include but are not limited to fire hydrants and replacement parts, water valves, meter boxes, curb stops, repair clamps, sewer repair parts, taping saddles, and sewer pipe. These items must be on hand to enable Utilities staff to perform routine maintenance and emergency repairs.

POLICY EXPLANATION:
On May 17, 2023, the Grapevine City Council approved the award of RFB 48-23 and a new annual contract for waterworks products to Core & Main, LP, effective May 17, 2023, through May 16, 2024. The agreement includes nine one-year renewal options. The contract provides for various waterworks products, as referenced in Exhibit A of the Resolution.

Core & Main, LP has satisfactorily provided supplies to the City of Duncanville for approximately five years. This authorization would cover the purchase of waterworks products on an as-needed basis through May 16, 2028, pending contract renewal by the Grapevine City Council, in a total estimated expenditure amount of $1,600,000.00. A future agenda item will be brought to City Council for approval if the Grapevine City Council does not renew its waterworks agreement with Core & Main, LP, at the end of each term.

The City Council is requested to approve approximately $150,000.00 for the remainder of FY23, and upon appropriation, an estimate of $1,450,000.00 spread over FY24, FY25, FY26, FY27, and a portion of FY28 (through May 16, 2028) as outlined below.

FY23 - $150,000.00
FY24 - $300,000.00
FY25 - $300,000.00
FY26 - $300,000.00
FY27 - $300,000.00
FY28 - $250,000.00

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to voluntarily participate in interlocal cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
02312000-700227 (Water/Sewer Utility Fund)

Available Budget	**Purchase Amount**	**After Encumber**
$150,000.00	$150,000.00	$0.00

ACTION ALTERNATIVES:

1. Award a bid and authorize funding in the amount of $150,000.00 for FY23, and subject to future appropriation, funds for FY24, FY25, FY26, FY27, and FY28 for the purchase of waterworks products from Core & Main, LP, through City of Grapevine Contract 48-23, during the period May 17, 2023, through May 16, 2028, in a total estimated expenditure amount of $1,600,000.00.
2. Award a bid and authorize funding in the amount of $150,000.00 for FY23.
3. Do not award a bid and authorize funding in the amount of $150,000.00 for FY23, and subject to future appropriation, funds for FY24, FY25, FY26, FY27, and FY28 for the purchase of waterworks products from Core & Main, LP, through City of Grapevine Contract 48-23, during the period May 17, 2023, through May 16, 2028, in a total estimated expenditure amount of $1,600,000.00.
4. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - City of Grapevine Contract with Core & Main, LP
Resolution No. - 2023-047 - Waterworks Products with Exhibit

Attachment 1

Annual Contract
Sale of Goods

This agreement made between the City of Grapevine, 200 S. Main St., Grapevine, Tarrant County, Texas; in this agreement referred to as Buyer, and Core & Main, LP, located at 7197 Latham Drive, Richland Hills, Tarrant County, Texas; in this agreement referred to as Seller.

SECTION ONE: DESCRIPTION OF SERVICES TO BE RENDERED:

The goods provided under this agreement are described as Waterworks Products as listed in the pricing attached to blanket Purchase Order and under the specifications listed in RFB 48-23 as issued and approved by the City of Grapevine, Texas City Council on May 16, 2023. The Seller shall provide all labor, material and services necessary at a high standard to provide these goods as agreed to by the Buyer and Seller.

The award is for all line items for Bid 48-23.

SECTION TWO: TERM OF CONTRACT

The initial contract term shall begin on May 17, 2023 and ends on May 16, 2024.

SECTION THREE: OPTION TO RENEW

This contract contains nine one-year renewal options. Renewal options shall be in accordance with the date specified in Section Two of this agreement. If approved, the agreement shall renew by written notification of the Seller to the Buyer that the Seller will renew the contract for the next renewal period and a new blanket Purchase Order will be issued. The Seller shall have the right to decline in writing any request by the Buyer to renew the contract. The Buyer shall have the right to decline any offer made by the Seller to renew the contract.

SECTION FOUR: OPTION TO TERMINATE AGREEMENT

The Buyer and Seller will have the right and option to terminate the agreement for any reason upon thirty days written notice. Should the Seller default on any of the terms of this agreement or not be able to deliver goods within the delivery lead time offered, the Buyer shall have the right to cancel the agreement immediately and purchase the item/s from the best available source.

SECTION FIVE: BLANKET ORDER FOR THE SALE OF GOODS

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

SECTION SIX: ANNUAL PRICING AGREEMENT

This agreement will contain a fixed pricing structure for the term of the agreement. All pricing shall remain firm during each contract or renewal period. If allowed by the terms of the original RFB, a price re-determination may be considered at the end of each renewal period. Any price adjustment requests must be accompanied by written support for the increase requested and must be approved in writing by the Buyer. If a price re-determination was not allowed under the original solicitation, then all pricing must remain firm during the original contract period and any renewal period. It is understood that quantities listed in the original solicitation or any subsequent document/s issued as an attachment to this contract are estimates and are NOT a commitment to buy any specific quantity.

SECTION SEVEN: SELLERS OBLIGATIONS

The Seller shall fully and timely provide all deliverables ordered on an as needed basis and as described in the pricing attachment to this agreement and in the Sellers offer in strict accordance with the terms, covenants, and conditions of the RFB that shall be a part of this contract. Deliverables shall be made in accordance with all applicable Federal, State, and local laws, rules, and regulations.

SECTION EIGHT: SELLER TO PACKAGE DELIVERABLES

The Seller shall package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price.

SECTION NINE: TITLE & RISK OF LOSS

Title to and risk of loss of the deliverables shall pass to the Buyer only when the Buyer actually receives and accepts the deliverables.

SECTION TEN: DELIVERY TERMS AND TRANSPORTATION CHARGES

Deliverables shall be shipped F.O.B. point of delivery and within the delivery lead times offered in RFB. The Seller's price shall be deemed to include all delivery and transportation charges. The Buyer shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be as specified by the requesting department.

SECTION ELEVEN: RIGHT OF INSPECTION AND REJECTION

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

SECTION TWELVE: INVOICES

The Seller shall submit separate invoices per purchase release after each delivery. If partial shipments or deliveries are authorized by the Buyer, a separate invoice must be sent for each shipment or delivery made. Invoices must indicate the purchase order number and release number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Unless otherwise instructed in writing, the Buyer may rely on the remittance address specified on the Seller's invoice. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The Buyer will furnish a tax exemption certificate upon request.

SECTION THIRTEEN: PAYMENT ON RECEIPT

Buyer shall make payment for the goods at the time when, and at the place where, the goods are received by Buyer. All proper invoices received by the Buyer will be paid within thirty days of the Buyer's receipt of the deliverables or of the invoice, whichever is later. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Buyer may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved. If partial shipments or deliveries are authorized by the Buyer, the Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery. The Buyer may withhold or set off the entire payment or part of any payment otherwise due the Seller to such extent as may be necessary on account of: i. delivery of defective or non-conforming deliverables by the Seller; ii. third party claims, which are not covered by the insurance which the Seller is required to provide, are filed or reasonable evidence indicating probable filing of such claims; iii. failure of the Seller to pay Subcontractors, or for labor, materials or equipment; iv. damage to the property of the Buyer or the Buyer's agents, employees or contractors, which is not covered by insurance required to be provided by

the Seller; v. reasonable evidence that the Seller's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; vi. failure of the Seller to submit proper invoices with all required attachments and supporting documentation; or vii. failure of the Seller to comply with any material provision of the Contract Documents. The Buyer's payment obligations are payable only and solely from funds appropriated and available for the purpose of this purchase. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Seller.

SECTION FOURTEEN: RISK OF LOSS

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

SECTION FIFTEEN: WARRANTY OF NO ENCUMBRANCES

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

SECTION SIXTEEN: WARRANTY OF PRICE

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

SECTION SEVENTEEN: WARRANTY OF DELIVERABLES

The Seller warrants and represents that all deliverables sold the Buyer under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Seller, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the contract, the deliverables shall be new and not used or reconditioned.

The Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect. Unless otherwise specified in the Contract or in the solicitation, which has been made a part hereof, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Seller shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the Buyer's option and at no additional cost to the Buyer. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Seller. The Buyer shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the Buyer's rights. If the Seller is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the Buyer, then in addition to any other available remedy, the Buyer may purchase conforming deliverables from other sources. In such event, the Seller shall pay to the Buyer upon demand the increased cost, if any, incurred by the Buyer to procure such deliverables from another source. If the Seller is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Seller shall transfer and assign such manufacturer's warranty to the Buyer. If for any reason the manufacturer's warranty cannot be fully transferred to the Buyer, the Seller shall assist and cooperate with the Buyer to the fullest extent to enforce such manufacturer's warranty for the benefit of the Buyer.

SECTION EIGHTEEN: WARRANTY OF TITLE

Seller warrants that at the time of signing this agreement, Seller neither knows nor has reason to know of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.

SECTION NINETEEN: RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods on arrival and, within ten business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality or grade of the goods, and Buyer must specify the basis of the claim of Buyer in detail. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

SECTION TWENTY: DEFAULT

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

SECTION TWENTY-ONE: FRAUD

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

SECTION TWENTY-TWO: INDEMNIFICATION

For the consideration included in the proposal price, Seller shall pay, indemnify, and save harmless, the City, its agents, guests, consultants, invitees, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs, and judgments of every kind and description to which the City, its agents, guests, consultants, invitees, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

Seller and his subcontractors shall indemnify and save harmless the City, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance or regulation by the contractor, its agents, trainees, invitees, servants, and employees.

SECTION TWENTY-THREE: WAIVER OF SUBROGATION

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

SECTION TWENTY-FOUR: NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Seller shall be sent to the address specified in the Seller's Offer, or at such other address as a party may notify the other in writing. Notices to the Buyer shall be addressed to the City of Grapevine at 501

Shady Brook, Room 108, Grapevine, Texas 76051 and marked to the attention of the Purchasing Division.

SECTION TWENTY-FIVE: JURISDICTION AND VENUE

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Tarrant County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the Buyer to seek and secure injunctive relief from any competent authority as contemplated herein.

SECTION TWENTY-SIX: MATERIAL SAFETY DATA SHEETS (MSDS SHEETS)

All deliverables shall include a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance. Deliverables received that does not have an accompanying Material Safety Data Sheet (MSDS) sheet shall be refused by the Buyer. The Seller agrees to deliver all containers properly labeled. Failure to submit a Material Safety Data Sheet (MSDS) sheet and/or label on each container will place the Seller in non-compliance under the contract and may be cause to cancel the contract.

SECTION TWENTY-SEVEN: INVALIDITY

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

SECTION TWENTY-EIGHT: DOCUMENTS INCLUDED WITH THIS CONTRACT

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

- Blanket Purchase order

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

SELLER:

By _____	Core & Main LP
Signature	Company Name
Larry Brock	7197 Latham Dr.
Typed/Printed Name	Company Address
District Manager	Richland Hills, TX. 76118
Company Title	City State Zip

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Seller Acknowledgment

BUYER:

By _____	City of Grapevine
Signature	Company Name
Bruno Rumbelow Jennifer Hubbs	200 S. Main St.
Typed/Printed Name	Company Address
City Manager	Grapevine, Texas 76051
Title	City State Zip

THE STATE OF TEXAS §

COUNTY OF TARRANT§

Buyer Acknowledgement

RESOLUTION NO. 2023-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID FOR THE PURCHASE OF WATERWORKS PRODUCTS FROM CORE & MAIN, LP, THROUGH CITY OF GRAPEVINE CONTRACT 48-23, IN A TOTAL ESTIMATED EXPENDITURE AMOUNT OF $1,600,000.00, DURING THE PERIOD MAY 17, 2023, THROUGH MAY 16, 2028; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS TO CONFORM TO THIS RESOLUTION AS APPROPRIATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to purchase waterworks products to maintain public infrastructure in the City of Duncanville; and

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

WHEREAS, the City of Grapevine has taken competitive sealed bids for waterworks products and awarded RFB 48-23 to Core & Main, LP; and

WHEREAS, this authorization will cover the purchase of waterworks products on an as-needed basis through May 16, 2028; pending contract renewal by the Grapevine City Council, in an estimated expenditure amount of $1,600,000.00; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a cooperative purchasing agreement with Core & Main, LP to purchase waterworks products through City of Grapevine Contract 48-23.

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

SECTION 1. The City Council of the City of Duncanville hereby awards a bid for the purchase of waterworks products from Core & Main, LP, through City of Grapevine Contract 48-23, in a total estimated expenditure amount of $1,600,000.00, during the period May 17, 2023, through May 16, 2028, in the unit price bid attached hereto and incorporated herein as Exhibit "A."

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Tarrant County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation equally.

34. **JURISDICTION AND VENUE.**
The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Tarrant County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

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

☑ I have read and understand. (I have read and understand.)

52 GENERAL TERMS AND CONDITIONS

I have downloaded and read the General Terms and Conditions from the ATTACHMENTS tab. By selecting this box, I agree to to the terms and conditions.

☑ I have read and agree. (I have read and agree.)

Bid Lines

1 Adapter, ¾", Male, Insta Tite

Quantity: 6 UOM: ea Unit Price: $15.86 Total: $95.16

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

2 Adapter, 3/4" MIP x Comp

Quantity: 6 UOM: ea Unit Price: $16.74 Total: $100.44

Manufacturer:

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

3	Adapter, 3/4" FIP x Comp					
	Quantity: 6	UOM: ea	Unit Price:	$17.61	Total:	$105.66
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
4	Adapter, ¾", Female, Insta Tite					
	Quantity: 6	UOM: ea	Unit Price:	$16.68	Total:	$100.08
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
5	Adapter, 1", Male, Insta Tite					
	Quantity: 6	UOM: ea	Unit Price:	$18.78	Total:	$112.68
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
6	Adapter, 1" FIP x Comp					
	Quantity: 6	UOM: ea	Unit Price:	$23.89	Total:	$143.34
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
7	Adapter, 1" MIP x Comp					
	Quantity: 6	UOM: ea	Unit Price:	$19.82	Total:	$118.92
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
8	Adapter, 1", Female, Insta Tite					
	Quantity: 6	UOM: ea	Unit Price:	$22.63	Total:	$135.78
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
9	Adapter, 1 ½", FIP x Comp					
	Quantity: 1	UOM: ea	Unit Price:	$69.47	Total:	$69.47
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
10	Adapter, 1 ½", FIP x Comp. 90 Degree					
	Quantity: 3	UOM: ea	Unit Price:	$92.89	Total:	$278.67
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
11	Adapter, 1 ½", MIP x Comp					
	Quantity: 1	UOM: ea	Unit Price:	$54.31	Total:	$54.31
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

12 Adapter, 1 ½", MIP x Comp. 90 Degree

Quantity: 3 UOM: ea Unit Price: $83.92 Total: $251.76

Manufacturer:

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

13 Adapter, 2", FIP x Comp

Quantity: 3 UOM: ea Unit Price: $82.72 Total: $248.16

Manufacturer:

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

14 Adapter, 2", FIP x Comp. 90 Degree

Quantity: 3 UOM: ea Unit Price: $132.79 Total: $398.37

Manufacturer:

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

15 Adapter, 2", MIP x Comp

Quantity: 18 UOM: ea Unit Price: $79.13 Total: $1,424.34

Manufacturer:

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

16 Adapter, 2", MIP x Comp. 90 Degree

Quantity: 10 UOM: ea Unit Price: $120.27 Total: $1,202.70

Manufacturer:

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

17 Adapter, Meter, Brass, 1"x ¾", Mueller Only, H10889EFH

Quantity: 100 UOM: ea Unit Price: $15.12 Total: $1,512.00

Manufacturer:

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

18 Bushing, 1" X ¾", Hex Brass

Quantity: 12 UOM: ea Unit Price: $12.21 Total: $146.52

Manufacturer:

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

19 Bushing, 2" x 1", Hex Brass

Quantity: 6 UOM: ea Unit Price: $39.04 Total: $234.24

Manufacturer:

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

20 Bushing, 2" x 1 ½", Hex Brass

Quantity: 6 UOM: ea Unit Price: $39.04 Total: $234.24

Manufacturer:

Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

21	Bushing, 2 ½" x 2". Hex Brass					
	Quantity: 4	UOM: ea	Unit Price:	$98.50	Total:	$394.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
22	Coupling, 3/4" Meter					
	Quantity: 75	UOM: ea	Unit Price:	$10.88	Total:	$816.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
23	Coupling, 1" Meter					
	Quantity: 30	UOM: ea	Unit Price:	$16.74	Total:	$502.20
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
24	Coupling, 1 ½" Brass Compression					
	Quantity: 1	UOM: ea	Unit Price:	$78.04	Total:	$78.04
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
25	Coupling, 2" Brass Compression					
	Quantity: 8	UOM: ea	Unit Price:	$105.36	Total:	$842.88
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
26	Coupling, 2" / 90 x Brass Compression					
	Quantity: 6	UOM: ea	Unit Price:	$219.88	Total:	$1,319.28
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
27	Flange, 1 ½" Meter					
	Quantity: 10	UOM: ea	Unit Price:	$35.81	Total:	$358.10
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
28	Flange, 2" Meter					
	Quantity: 20	UOM: ea	Unit Price:	$40.13	Total:	$802.60
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
29	Gasket, Meter Flange, 1 ½" 1/8" Drop In					
	Quantity: 50	UOM: ea	Unit Price:	$1.14	Total:	$57.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

30	Gasket, Meter Flange, 2” 1/8” Drop In					
	Quantity: 120	UOM: ea	Unit Price:	$1.29	Total:	$154.80
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
31	Gate Valve, 2” Brass, Domestic					
	Quantity: 8	UOM: ea	Unit Price:	$182.52	Total:	$1,460.16
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
32	Meter Resetter, ¾” x 4” Ford # 10-Retro - 2 CVB					
	Quantity: 150	UOM: ea	Unit Price:	$115.35	Total:	$17,302.50
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
33	Meter Resetter, ¾” x 7”, V42-7W					
	Quantity: 100	UOM: ea	Unit Price:	$109.78	Total:	$10,978.00
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
34	Meter Resetter, ¾” x 9”, V42-9W					
	Quantity: 40	UOM: ea	Unit Price:	$111.14	Total:	$4,445.60
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
35	Meter Resetter, ¾” x 12”, V42-12,					
	Quantity: 10	UOM: ea	Unit Price:	$115.06	Total:	$1,150.60
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
36	Meter Resetter, 1” x 5”, Part #Retro-4CVNL					
	Quantity: 6	UOM: ea	Unit Price:	$220.67	Total:	$1,324.02
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
37	Meter Resetter, 1” x 10”, Part #37-V44-10W-NL					
	Quantity: 2	UOM: ea	Unit Price:	$209.62	Total:	$419.24
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
38	Meter Setter, 1 1/2" wBypass on Top, Part #H1423-1-1/2-99000NL					
	Quantity: 1	UOM: ea	Unit Price:	$1,678.91	Total:	$1,678.91
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
39	Meter Setter. 2” w/ Bypass on Top, Part #H1423-2-9900NL					
	Quantity: 2	UOM: ea	Unit Price:	$1,937.56	Total:	$3,875.12
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					

40 Nipple, 3/4" x Close Brass
Quantity: 10 UOM: ea Unit Price: $3.01 Total: $30.10
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

41 Nipple, 2” x 3” Brass
Quantity: 60 UOM: ea Unit Price: $15.16 Total: $909.60
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

42 Nipple, 2" x 6” Brass
Quantity: 10 UOM: ea Unit Price: $29.26 Total: $292.60
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

43 Nipple, 2 1/2" x 4" Brass
Quantity: 4 UOM: ea Unit Price: $42.26 Total: $169.04
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

44 Plug, 2” Brass IP Threads
Quantity: 3 UOM: ea Unit Price: $40.96 Total: $122.88
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

45 Saddle, 2" x 1" , CC, OD 2.38
Quantity: 4 UOM: ea Unit Price: $24.80 Total: $99.20
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

46 Saddle, Tapping, Brass,6” x 1” cc, OD 6.90 -7.35
Quantity: 12 UOM: ea Unit Price: $121.12 Total: $1,453.44
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

47 Saddle, Tapping, Brass,6” x 2” IP, OD 6.90 -7.35
Quantity: 6 UOM: ea Unit Price: $152.14 Total: $912.84
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

48 Saddle, Tapping, Brass,8”x 1” cc, OD 9.05 - 9.50
Quantity: 6 UOM: ea Unit Price: $149.89 Total: $899.34
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

49	Saddle, Tapping, Brass, 8”x 2” IP, OD 9.05 -9.50					
	Quantity: 6	UOM: ea	Unit Price:	$171.79	Total:	$1,030.74
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
50	Saddle, Tapping, Brass 10" x 2", IP, OD 11.10-12.12					
	Quantity: 1	UOM: ea	Unit Price:	$219.03	Total:	$219.03
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
51	Saddle, Tapping, Brass, 10” x 1” cc, OD 11.10 - 12.12					
	Quantity: 1	UOM: ea	Unit Price:	$185.70	Total:	$185.70
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
52	Saddle, Tapping, Brass, 12” x 1” cc, OD 13.20 - 14.35					
	Quantity: 1	UOM: ea	Unit Price:	$217.32	Total:	$217.32
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
53	Saddle, Tapping, Brass, 12” x 2” IP, OD 13.20 - 14.35					
	Quantity: 3	UOM: ea	Unit Price:	$249.53	Total:	$748.59
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
54	Stop Angle, ¾”, Flare					
	Quantity: 12	UOM: ea	Unit Price:	$41.38	Total:	$496.56
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
55	Stop Angle, ¾”, Insta Tite					
	Quantity: 65	UOM: ea	Unit Price:	$53.51	Total:	$3,478.15
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
56	Stop Angle, ¾”, Compression					
	Quantity: 8	UOM: ea	Unit Price:	$46.56	Total:	$372.48
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
57	Stop, Angle 3/4" x FIP					
	Quantity: 2	UOM: ea	Unit Price:	$36.42	Total:	$72.84
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

58	Stop, 3/4" Corp x Flare					
	Quantity: 4	UOM: ea	Unit Price:	$32.18	Total:	$128.72
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
59	Stop, 3/4" Straight FIP x FIP					
	Quantity: 4	UOM: ea	Unit Price:	$60.97	Total:	$243.88
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
60	Stop, 3/4" Straight FIP x Comp.					
	Quantity: 4	UOM: ea	Unit Price:	$67.28	Total:	$269.12
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
61	Stop, 3/4" Straight FIP x Flare					
	Quantity: 4	UOM: ea	Unit Price:	$66.59	Total:	$266.36
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
62	Stop, 3/4" Straight FIP x Insta Tite					
	Quantity: 4	UOM: ea	Unit Price:	$63.74	Total:	$254.96
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
63	Stop Angle, 1", Flare					
	Quantity: 12	UOM: ea	Unit Price:	$56.39	Total:	$676.68
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
64	Stop Angle, 1", Insta Tite					
	Quantity: 50	UOM: ea	Unit Price:	$74.97	Total:	$3,748.50
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
65	Stop Angle, 1", Compression, CTS					
	Quantity: 10	UOM: ea	Unit Price:	$63.72	Total:	$637.20
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
66	Stop Angle, 1 ½", Compression, CTS					
	Quantity: 3	UOM: ea	Unit Price:	$220.63	Total:	$661.89
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

67	Stop Angle, 2", Compression					
	Quantity: 10	UOM: ea	Unit Price:	$283.24	Total:	$2,832.40
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
68	Stop, 1" Corp x Compression					
	Quantity: 1	UOM: ea	Unit Price:	$55.23	Total:	$55.23
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
69	Stop, 1" Corp x Flare					
	Quantity: 15	UOM: ea	Unit Price:	$51.89	Total:	$778.35
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
70	Stop, 1" Straight FIP x Comp					
	Quantity: 4	UOM: ea	Unit Price:	$102.06	Total:	$408.24
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
71	Stop, 1" Straight FIP x FIP					
	Quantity: 4	UOM: ea	Unit Price:	$92.83	Total:	$371.32
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
72	Stop, 1" Straight Flare x Flare					
	Quantity: 8	UOM: ea	Unit Price:	$100.27	Total:	$802.16
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
73	Tee, 2" Brass/Threaded					
	Quantity: 4	UOM: ea	Unit Price:	$103.39	Total:	$413.56
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
74	Swivel, 3mp x 2.5" FNST w/strainer					
	Quantity: 3	UOM: ea	Unit Price:	$184.00	Total:	$552.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
75	Union, ¾", Insta Tite					
	Quantity: 6	UOM: ea	Unit Price:	$19.32	Total:	$115.92
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

76	Union, ¾", 3 Piece, Flared					
	Quantity: 5	UOM: ea	Unit Price:	$17.83	Total:	$89.15
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
77	Union, 3/4" x Comp./Brass					
	Quantity: 6	UOM: ea	Unit Price:	$20.39	Total:	$122.34
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
78	Union, 1", Insta Tite					
	Quantity: 10	UOM: ea	Unit Price:	$22.09	Total:	$220.90
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
79	Union, 1", 3 Piece, Flared					
	Quantity: 2	UOM: ea	Unit Price:	$31.20	Total:	$62.40
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
80	Union, 1" x ¾", 3 Piece, Flared					
	Quantity: 3	UOM: ea	Unit Price:	$26.38	Total:	$79.14
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
81	Union, 1" x Compression/Brass					
	Quantity: 12	UOM: ea	Unit Price:	$23.32	Total:	$279.84
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
82	Valve. ¼", Ball / Brass / Domestic Only					
	Quantity: 2	UOM: ea	Unit Price:	$36.20	Total:	$72.40
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
83	Valve. ½", Ball / Brass / Domestic Only					
	Quantity: 4	UOM: ea	Unit Price:	$36.20	Total:	$144.80
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
84	Valve, ½", Gate / Brass / Domestic Only					
	Quantity: 2	UOM: ea	Unit Price:	$57.27	Total:	$114.54
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

85	Valve. ¾", Ball / Brass / Domestic Only					
	Quantity: 4	UOM: ea	Unit Price:	$57.15	Total:	$228.60
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
86	Valve, ¾", Gate / Brass / Domestic Only					
	Quantity: 1	UOM: ea	Unit Price:	$68.12	Total:	$68.12
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
87	Valve, 1" Brass Ball/Domestic Only					
	Quantity: 2	UOM: ea	Unit Price:	$66.84	Total:	$133.68
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
88	Valve, 1" Brass Gate/Domestic Only					
	Quantity: 2	UOM: ea	Unit Price:	$86.01	Total:	$172.02
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
89	Valve, 1 ½", Ball, Brass/Domestic Only					
	Quantity: 2	UOM: ea	Unit Price:	$150.33	Total:	$300.66
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
90	Valve, 2", Gate, Brass/Domestic Only					
	Quantity: 6	UOM: ea	Unit Price:	$219.60	Total:	$1,317.60
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
91	Washer, ¾" x 1/8", (Pk. of 100)					
	Quantity: 30	UOM: ea	Unit Price:	$10.00	Total:	$300.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
92	Washer, 1" x 1/8", (Pk. of 100)					
	Quantity: 8	UOM: ea	Unit Price:	$14.00	Total:	$112.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
93	Y-Branch, 1" x ¾", Compression					
	Quantity: 12	UOM: ea	Unit Price:	$39.97	Total:	$479.64
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

94	Bolt & Gasket Set for Megalugs 4”					
	Quantity: 6	UOM: ea	Unit Price:	$33.36	Total:	$200.16
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
95	Bolt & Gasket Set for Megalugs 6”					
	Quantity: 24	UOM: ea	Unit Price:	$38.13	Total:	$915.12
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
96	Bolt & Gasket Set for Megalugs 8”					
	Quantity: 30	UOM: ea	Unit Price:	$42.89	Total:	$1,286.70
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
97	Bolt & Gasket Set for Megalugs 10”					
	Quantity: 2	UOM: ea	Unit Price:	$57.20	Total:	$114.40
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
98	Bolt & Gasket Set for Megalugs 12”					
	Quantity: 12	UOM: ea	Unit Price:	$59.11	Total:	$709.32
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
99	Bolt & Flange Set 3'', Stainless Steel					
	Quantity: 6	UOM: ea	Unit Price:	$11.56	Total:	$69.36
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
100	Bolt & Flange Kit, 4”, Stainless Steel					
	Quantity: 2	UOM: ea	Unit Price:	$18.87	Total:	$37.74
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
101	Bolt & Flange Kit, 6”, Stainless Steel					
	Quantity: 25	UOM: ea	Unit Price:	$26.11	Total:	$652.75
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
102	Bolt & Flange Kit, 8”, Stainless Steel					
	Quantity: 12	UOM: ea	Unit Price:	$33.44	Total:	$401.28
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
103	Bolt & Flange Kit, 10”, Stainless Steel					
	Quantity: 2	UOM: ea	Unit Price:	$63.96	Total:	$127.92
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					

104	Bolt & Flange Kit, 12”, Stainless Steel					
	Quantity: 6	UOM: ea	Unit Price:	$67.83	Total:	$406.98
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
105	Bolt & Flange Kit, 14", Stainless Steel					
	Quantity: 4	UOM: ea	Unit Price:	$120.73	Total:	$482.92
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
106	Cap, 4” MJ					
	Quantity: 2	UOM: ea	Unit Price:	$52.74	Total:	$105.48
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
107	Cap, 6” MJ					
	Quantity: 2	UOM: ea	Unit Price:	$89.38	Total:	$178.76
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
108	Cap, 8” MJ					
	Quantity: 2	UOM: ea	Unit Price:	$138.54	Total:	$277.08
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
109	Cap, 12” MJ					
	Quantity: 1	UOM: ea	Unit Price:	$201.99	Total:	$201.99
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
110	Cap, 10" MJ					
	Quantity: 1	UOM: ea	Unit Price:	$159.09	Total:	$159.09
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
111	Cleanout, Lateral CIG-1504					
	Quantity: 5	UOM: EA	Unit Price:	$108.63	Total:	$543.15
112	Cleanout Shoe, 6” CI					
	Quantity: 2	UOM: ea	Unit Price:	$373.97	Total:	$747.94
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
113	Cleanout Shoe Lid, 6” CI					
	Quantity: 6	UOM: ea	Unit Price:	$48.29	Total:	$289.74
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					

114	Flange, 4” Blind					
	Quantity: 1	UOM: ea	Unit Price:	$83.13	Total:	$83.13
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
115	Flange, 6” Blind					
	Quantity: 1	UOM: ea	Unit Price:	$141.21	Total:	$141.21
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
116	Flange. 6” Companion					
	Quantity: 1	UOM: ea	Unit Price:	$92.06	Total:	$92.06
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
117	Gasket, 4” Transition					
	Quantity: 6	UOM: ea	Unit Price:	$10.02	Total:	$60.12
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
118	Gasket, 6" Flange					
	Quantity: 12	UOM: ea	Unit Price:	$5.08	Total:	$60.96
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
119	Gasket, 6” Transition					
	Quantity: 4	UOM: ea	Unit Price:	$13.36	Total:	$53.44
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
120	Gasket, 8” Transition					
	Quantity: 4	UOM: ea	Unit Price:	$16.70	Total:	$66.80
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
121	Gasket, 10” Transition					
	Quantity: 2	UOM: ea	Unit Price:	$23.37	Total:	$46.74
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
122	Gasket, 12” Transition					
	Quantity: 2	UOM: ea	Unit Price:	$25.04	Total:	$50.08
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

123	Gland, Megalug, Rest / DI, 4", 1104DEC					
	Quantity: 1	UOM: ea	Unit Price:	$31.13	Total:	$31.13
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
124	Gland, Megalug, Rest / DI, 6", 1106DEC					
	Quantity: 6	UOM: ea	Unit Price:	$42.28	Total:	$253.68
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
125	Gland, Megalug, Rest / DI, 8", 2008DEC					
	Quantity: 2	UOM: ea	Unit Price:	$64.53	Total:	$129.06
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
126	Gland, Megalug, Rest / DI, 10", 2010DEC					
	Quantity: 6	UOM: ea	Unit Price:	$69.24	Total:	$415.44
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
127	Gland, Megalug, Rest / DI, 12", 2012DEC					
	Quantity: 2	UOM: ea	Unit Price:	$138.95	Total:	$277.90
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
128	Gland, Megalug, Rest / PVC, 4", 2004PSC					
	Quantity: 6	UOM: ea	Unit Price:	$40.65	Total:	$243.90
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
129	Gland, Megalug, Rest / PVC, 6", 2006PSC					
	Quantity: 20	UOM: ea	Unit Price:	$49.26	Total:	$985.20
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
130	Gland, Megalug, Rest / PVC, 8", 2008PSC					
	Quantity: 40	UOM: ea	Unit Price:	$79.11	Total:	$3,164.40
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
131	Gland, Megalug, Rest / PVC, 10", 2010PSC					
	Quantity: 3	UOM: ea	Unit Price:	$137.86	Total:	$413.58
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

132	Gland, Megalug, Rest / PVC, 12", 2012PSC					
	Quantity: 6	UOM: ea	Unit Price:	$157.19	Total:	$943.14
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
133	Kit, 4" MJ Access					
	Quantity: 2	UOM: ea	Unit Price:	$30.45	Total:	$60.90
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
134	Kit, 6" MJ Access					
	Quantity: 8	UOM: ea	Unit Price:	$36.39	Total:	$291.12
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
135	Kit, 8" MJ Access					
	Quantity: 8	UOM: ea	Unit Price:	$41.60	Total:	$332.80
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
136	Kit, 12" MJ Access					
	Quantity: 2	UOM: ea	Unit Price:	$62.39	Total:	$124.78
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
137	Kit, 24" MJ Access					
	Quantity: 4	UOM: ea	Unit Price:	$337.48	Total:	$1,349.92
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
138	Plug, 4" MJ					
	Quantity: 1	UOM: ea	Unit Price:	$67.04	Total:	$67.04
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
139	Plug, 6" MJ					
	Quantity: 2	UOM: ea	Unit Price:	$104.58	Total:	$209.16
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
140	Plug, 8" MJ					
	Quantity: 1	UOM: ea	Unit Price:	$148.36	Total:	$148.36
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

141	Plug, 12" MJ					
	Quantity: 1	UOM: ea	Unit Price:	$309.24	Total:	$309.24
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
142	Plug, 10" MJ					
	Quantity: 1	UOM: ea	Unit Price:	$190.38	Total:	$190.38
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
143	Ring, Manhole 300-24					
	Quantity: 6	UOM: ea	Unit Price:	$303.26	Total:	$1,819.56
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
144	Ring, Manhole VRM 30					
	Quantity: 6	UOM: ea	Unit Price:	$285.75	Total:	$1,714.50
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
145	Riser, Cleanout Shoe, 2”					
	Quantity: 18	UOM: ea	Unit Price:	$285.80	Total:	$5,144.40
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
146	Riser. Manhole, 2 5/8” CI					
	Quantity: 15	UOM: ea	Unit Price:	$273.16	Total:	$4,097.40
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
147	Riser. Manhole, 4” CI					
	Quantity: 6	UOM: ea	Unit Price:	$339.92	Total:	$2,039.52
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
148	Riser, Manhole, 6” CI					
	Quantity: 6	UOM: ea	Unit Price:	$509.87	Total:	$3,059.22
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
149	Riser, Valve Stack, 1”					
	Quantity: 20	UOM: ea	Unit Price:	$43.84	Total:	$876.80
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

150	Riser, Valve Stack, 2”					
	Quantity: 20	UOM: ea	Unit Price:	$61.37	Total:	$1,227.40
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
151	Riser, Valve Stack, 4”					
	Quantity: 6	UOM: ea	Unit Price:	$90.59	Total:	$543.54
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
152	Riser, Valve Stack, 6”					
	Quantity: 4	UOM: ea	Unit Price:	$155.49	Total:	$621.96
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
153	Lid, Sanitary Sewer #300-24					
	Quantity: 24	UOM: ea	Unit Price:	$274.76	Total:	$6,594.24
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
154	Lid, Storm Drain #300-24					
	Quantity: 6	UOM: ea	Unit Price:	$274.76	Total:	$1,648.56
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
155	Lid, Sanitary Sewer VRM 30					
	Quantity: 6	UOM: ea	Unit Price:	$331.54	Total:	$1,989.24
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
156	Shorty Valve Stacks					
	Quantity: 6	UOM: ea	Unit Price:	$131.44	Total:	$788.64
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
157	Sleeve, Solid, 4” x 7” MJ					
	Quantity: 2	UOM: ea	Unit Price:	$67.04	Total:	$134.08
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
158	Sleeve, Solid, 4” x 12” MJ					
	Quantity: 2	UOM: ea	Unit Price:	$102.79	Total:	$205.58
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

159	Sleeve, Solid, 6” x 7” MJ					
	Quantity: 4	UOM: ea	Unit Price:	$109.94	Total:	$439.76
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
160	Sleeve, Solid, 6” x 12” MJ					
	Quantity: 4	UOM: ea	Unit Price:	$152.84	Total:	$611.36
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
161	Sleeve, Solid, 8” x 7” MJ					
	Quantity: 4	UOM: ea	Unit Price:	$148.36	Total:	$593.44
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
162	Sleeve, Solid, 8” x 12” MJ					
	Quantity: 4	UOM: ea	Unit Price:	$198.41	Total:	$793.64
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
163	Sleeve, Solid, 10” x 7” MJ					
	Quantity: 2	UOM: ea	Unit Price:	$223.44	Total:	$446.88
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
164	Sleeve, Solid, 10” x 12” MJ					
	Quantity: 2	UOM: ea	Unit Price:	$295.84	Total:	$591.68
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
165	Sleeve, Solid, 12” x 7” MJ					
	Quantity: 2	UOM: ea	Unit Price:	$250.25	Total:	$500.50
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
166	Sleeve, Solid, 12” x 12” MJ					
	Quantity: 6	UOM: ea	Unit Price:	$399.51	Total:	$2,397.06
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
167	Sleeve, Solid, 24 x 15 MJ					
	Quantity: 2	UOM: ea	Unit Price:	$2,212.04	Total:	$4,424.08
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

168	Tee, 6", MJ					
	Quantity: 1	UOM: ea	Unit Price:	$250.25	Total:	$250.25
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
169	Tee, 6", MJ x FL					
	Quantity: 2	UOM: ea	Unit Price:	$310.14	Total:	$620.28
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
170	Tee, 8" MJ x 6" FL					
	Quantity: 2	UOM: ea	Unit Price:	$344.10	Total:	$688.20
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
171	Top, Valve Box, 10T					
	Quantity: 4	UOM: ea	Unit Price:	$54.60	Total:	$218.40
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
172	Top, Valve Box, 16T					
	Quantity: 20	UOM: ea	Unit Price:	$80.85	Total:	$1,617.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
173	Top, Valve Box, 26T					
	Quantity: 6	UOM: ea	Unit Price:	$124.95	Total:	$749.70
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
174	Valve Box Bottom 15 B					
	Quantity: 6	UOM: ea	Unit Price:	$67.20	Total:	$403.20
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
175	Valve Box Bottom 24 B					
	Quantity: 12	UOM: ea	Unit Price:	$87.15	Total:	$1,045.80
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
176	Valve Box Bottom 36 B					
	Quantity: 6	UOM: ea	Unit Price:	$120.75	Total:	$724.50
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

177	Valve Box, Adjustable Lid					
	Quantity: 20	UOM: ea	Unit Price:	$22.05	Total:	$441.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
178	Clamp, Full Circle, ¾" x 3"					
	Quantity: 6	UOM: ea	Unit Price:	$14.43	Total:	$86.58
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
179	Clamp, Full Circle, 1" x 3"					
	Quantity: 3	UOM: ea	Unit Price:	$15.28	Total:	$45.84
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
180	Clamp, Full Circle, 2" x 3"					
	Quantity: 3	UOM: ea	Unit Price:	$17.52	Total:	$52.56
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
181	Clamp, Full Circle SS, 2" x 7 ½", O.D. 2.35 - 2.63					
	Quantity: 2	UOM: ea	Unit Price:	$57.19	Total:	$114.38
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
182	Clamp, Full Circle SS, 2" x 7 ½", O.D. 2.62 - 2.87					
	Quantity: 2	UOM: ea	Unit Price:	$55.47	Total:	$110.94
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
183	Clamp, Full Circle SS, 2" x 12", O.D. 2.35 - 2.63					
	Quantity: 1	UOM: ea	Unit Price:	$85.00	Total:	$85.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
184	Clamp, Full Circle SS, 2" x 12", O.D. 2.62 - 2.87					
	Quantity: 2	UOM: ea	Unit Price:	$86.23	Total:	$172.46
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
185	Clamp, Full Circle SS, 4" x 7", w/ 1" cc Tap, O.D. 4.95 - 5.35					
	Quantity: 1	UOM: ea	Unit Price:	$82.79	Total:	$82.79
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

186	Clamp, Full Circle SS, 4” x 7 ½”, O.D. 4.74 - 5.14					
	Quantity: 2	UOM: ea	Unit Price:	$66.00	Total:	$132.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
187	Clamp, Full Circle SS, 4” x 7 ½”, O.D. 4.95 - 5.35					
	Quantity: 1	UOM: ea	Unit Price:	$66.00	Total:	$66.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
188	Clamp, Full Circle SS, 4” x 12”, O.D. 4.74- 5.14					
	Quantity: 1	UOM: ea	Unit Price:	$97.91	Total:	$97.91
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
189	Clamp, Full Circle SS, 4” x 12”, O.D. 4.95 - 5.35					
	Quantity: 1	UOM: ea	Unit Price:	$97.91	Total:	$97.91
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
190	Clamp, Full Circle SS, 6” x 7”, w/ 1” cc Tap, O.D. 7.05 - 7.45					
	Quantity: 2	UOM: ea	Unit Price:	$96.20	Total:	$192.40
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
191	Clamp, Full Circle SS, 6” x 7 ½”, O.D. 6.84 - 7.24					
	Quantity: 2	UOM: ea	Unit Price:	$77.51	Total:	$155.02
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
192	Clamp, Full Circle SS, 6” x 7 ½”, O.D. 7.05 - 7.45					
	Quantity: 3	UOM: ea	Unit Price:	$77.51	Total:	$232.53
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
193	Clamp, Full Circle SS, 6” x 12”, O.D. 6.84 - 7.24					
	Quantity: 3	UOM: ea	Unit Price:	$114.71	Total:	$344.13
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
194	Clamp, Full Circle SS, 6” x 12”, O.D. 7.05 - 7.45					
	Quantity: 2	UOM: ea	Unit Price:	$114.71	Total:	$229.42
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

195	Clamp, Full Circle SS, 6” x 12”, O.D. 7.45 - 7.85					
	Quantity: 3	UOM: ea	Unit Price:	$114.71	Total:	$344.13
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
196	Clamp, Full Circle SS, 6” x 20”, O.D. 6.84 - 7.24					
	Quantity: 2	UOM: ea	Unit Price:	$175.17	Total:	$350.34
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
197	Clamp, Full Circle SS, 8” x 7 ½”, O.D. 8.99 - 9.39					
	Quantity: 2	UOM: ea	Unit Price:	$77.27	Total:	$154.54
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
198	Clamp, Full Circle SS, 8” x 7 ½”, O.D. 9.27 - 9.67					
	Quantity: 3	UOM: ea	Unit Price:	$79.03	Total:	$237.09
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
199	Clamp, Full Circle SS, 8” x 12”, O.D. 8.99 - 9.39					
	Quantity: 1	UOM: ea	Unit Price:	$116.51	Total:	$116.51
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
200	Clamp, Full Circle SS, 8” x 12”, O.D. 9.27 - 9.67					
	Quantity: 2	UOM: ea	Unit Price:	$119.22	Total:	$238.44
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
201	Clamp, Full Circle SS, 10” x 7 ½”, O.D. 11.75 - 12.15					
	Quantity: 1	UOM: ea	Unit Price:	$98.11	Total:	$98.11
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
202	Clamp, Full Circle SS, 10” x 12”, O.D. 11.04 - 11.44					
	Quantity: 1	UOM: ea	Unit Price:	$149.37	Total:	$149.37
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
203	Clamp, Full Circle SS, 10” x 12”, O.D. 11.34 - 11.74					
	Quantity: 2	UOM: ea	Unit Price:	$149.37	Total:	$298.74
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

204	Clamp, Full Circle SS, 10” x 18”, O.D. 11.75 - 12.15					
	Quantity: 2	UOM: ea	Unit Price:	$236.71	Total:	$473.42
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
205	Clamp, Full Circle SS, 12” x 7 ½”, O.D. 13.10 - 13.50					
	Quantity: 2	UOM: ea	Unit Price:	$104.77	Total:	$209.54
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
206	Clamp, Full Circle SS, 12” x 7 ½”, O.D. 14.00 - 14.40					
	Quantity: 2	UOM: ea	Unit Price:	$106.67	Total:	$213.34
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
207	Clamp, Full Circle SS, 12” x 12”, O.D. 13.10 - 13.50					
	Quantity: 2	UOM: ea	Unit Price:	$162.16	Total:	$324.32
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
208	Clamp, Full Circle SS, 12” x 12”, O.D. 14.00 - 14.40					
	Quantity: 3	UOM: ea	Unit Price:	$165.13	Total:	$495.39
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
209	Clamp, Full Circle SS, 12” x 12”, O.D. 14.30 - 14.70					
	Quantity: 3	UOM: ea	Unit Price:	$290.40	Total:	$871.20
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
210	Clamp, Full Circle SS, 12” x 15”, O.D. 12.62 - 13.02					
	Quantity: 1	UOM: ea	Unit Price:	$177.24	Total:	$177.24
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
211	Clamp, Full Circle SS, 12” x 15”, O.D. 14.00 - 14.40					
	Quantity: 1	UOM: ea	Unit Price:	$194.54	Total:	$194.54
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
212	Clamp, Full Circle SS, 12” x 20”, O.D. 13.20 - 13.50					
	Quantity: 3	UOM: ea	Unit Price:	$255.59	Total:	$766.77
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

213	Clamp, Full Circle SS, 12” x 20”, O.D. 14.30 - 14.70					
	Quantity: 3	UOM: ea	Unit Price:	$379.57	Total:	$1,138.71
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
214	Cap, Hose Nozzle C200					
	Quantity: 4	UOM: ea	Unit Price:	$129.49	Total:	$517.96
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
215	Cap, Pumper Nozzle, / Improved C200					
	Quantity: 6	UOM: ea	Unit Price:	$297.21	Total:	$1,783.26
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
216	Chain, C200 & Improved					
	Quantity: 6	UOM: ea	Unit Price:	$18.47	Total:	$110.82
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
217	Flange, Extension / Mueller					
	Quantity: 4	UOM: ea	Unit Price:	$139.23	Total:	$556.92
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
218	Gasket, Hose Nozzle / Improved C200					
	Quantity: 6	UOM: ea	Unit Price:	$7.48	Total:	$44.88
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
219	Gasket, Safety Flange, Mueller					
	Quantity: 6	UOM: ea	Unit Price:	$29.24	Total:	$175.44
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
220	Gasket, Seat Ring, Metal / Improved					
	Quantity: 1	UOM: ea	Unit Price:	$39.00	Total:	$39.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
221	Grease, Clow Hydrant					
	Quantity: 6	UOM: ea	Unit Price:	$52.08	Total:	$312.48
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

222	Hook, S/Improved & C200					
	Quantity: 6	UOM: ea	Unit Price:	$2.75	Total:	$16.50
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
223	Hose Nozzle, C200 / Post 1978					
	Quantity: 3	UOM: ea	Unit Price:	$125.29	Total:	$375.87
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
224	Hose Nozzle, Waterous					
	Quantity: 3	UOM: ea	Unit Price:	$156.24	Total:	$468.72
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
225	Hydrant, Fire, / 3' Bury Mueller					
	Quantity: 2	UOM: ea	Unit Price:	$2,864.84	Total:	$5,729.68
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
226	Hydrant, Fire,/3.5' Bury Mueller					
	Quantity: 1	UOM: ea	Unit Price:	$2,883.37	Total:	$2,883.37
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
227	Hydrant, Fire, / 4' Bury Mueller					
	Quantity: 3	UOM: ea	Unit Price:	$2,952.13	Total:	$8,856.39
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
228	Hydrant, Fire, / 5' Bury Mueller					
	Quantity: 2	UOM: ea	Unit Price:	$3,139.16	Total:	$6,278.32
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
229	Kit, Bonnet Repair / C200					
	Quantity: 8	UOM: ea	Unit Price:	$125.99	Total:	$1,007.92
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
230	Kit, Bonnet Repair / Waterous					
	Quantity: 2	UOM: ea	Unit Price:	$70.56	Total:	$141.12
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

231	Kit, Extension / Mueller / Post 74					
	Quantity: 1	UOM: ea	Unit Price:	$457.65	Total:	$457.65
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
232	Kit, Extension / 12” Mueller w/ Barrel					
	Quantity: 1	UOM: ea	Unit Price:	$520.00	Total:	$520.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
233	Kit, Main Valve Repair/Mueller Post 72					
	Quantity: 2	UOM: ea	Unit Price:	$806.39	Total:	$1,612.78
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
234	Kit, Main Valve Repair/Mueller Pre 72					
	Quantity: 2	UOM: ea	Unit Price:	$1,177.77	Total:	$2,355.54
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
235	Kit, Safety Repair / Clow, Medallion 5 ¼”					
	Quantity: 2	UOM: ea	Unit Price:	$384.00	Total:	$768.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
236	Kit, Safety Repair / Mueller, Post 72					
	Quantity: 8	UOM: ea	Unit Price:	$241.33	Total:	$1,930.64
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
237	Kit, Safety Repair/US Pipe					
	Quantity: 2	UOM: ea	Unit Price:	$404.92	Total:	$809.84
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
238	Kit, Main Valve Repair Clow Medallian					
	Quantity: 2	UOM: ea	Unit Price:	$563.23	Total:	$1,126.46
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
239	Nut, Cap C200					
	Quantity: 3	UOM: ea	Unit Price:	$30.84	Total:	$92.52
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

240	Nut, Hold Down / C200 & Impr 1987 & Earlier					
	Quantity: 1	UOM: ea	Unit Price:	$110.24	Total:	$110.24
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
241	Nut, Operating, Mueller Post 88, Square Head					
	Quantity: 6	UOM: ea	Unit Price:	$339.39	Total:	$2,036.34
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
242	Nut, Operating, Mueller Pre 88					
	Quantity: 3	UOM: ea	Unit Price:	$339.39	Total:	$1,018.17
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
243	O-Ring, Bonnet Revolving Nut, US Pipe					
	Quantity: 4	UOM: ea	Unit Price:	$7.21	Total:	$28.84
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
244	O-Ring, Hose Nozzle, Waterous					
	Quantity: 6	UOM: ea	Unit Price:	$16.80	Total:	$100.80
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
245	O-Ring, Inner Revolving Nut, US Pipe					
	Quantity: 6	UOM: ea	Unit Price:	$7.93	Total:	$47.58
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
246	Oil, Fire Hydrant					
	Quantity: 20	UOM: ea	Unit Price:	$66.64	Total:	$1,332.80
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
247	Plate, Upper Valve, Improved					
	Quantity: 2	UOM: ea	Unit Price:	$357.85	Total:	$715.70
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
248	Ring, Seat / Improved					
	Quantity: 2	UOM: ea	Unit Price:	$493.89	Total:	$987.78
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

249	Seal, Bonnet / US Pipe					
	Quantity: 6	UOM: ea	Unit Price:	$31.61	Total:	$189.66
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
250	Stem, Upper/Improved					
	Quantity: 2	UOM: ea	Unit Price:	$314.37	Total:	$628.74
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
251	Stem, Upper/C200/75-76					
	Quantity: 2	UOM: ea	Unit Price:	$300.60	Total:	$601.20
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
252	Stem, Upper / C200/77-86					
	Quantity: 2	UOM: ea	Unit Price:	$314.23	Total:	$628.46
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
253	Stem, Upper / C200/87 - Present					
	Quantity: 6		Unit Price:	$300.60	Total:	$1,803.60
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
254	Weather Cap, C200					
	Quantity: 6	UOM: ea	Unit Price:	$53.09	Total:	$318.54
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
255	Chamlock, 2” Male. 20A, Aluminum					
	Quantity: 3	UOM: ea	Unit Price:	$9.45	Total:	$28.35
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
256	Chamlock, 2” Female. 20D, Aluminum					
	Quantity: 2	UOM: ea	Unit Price:	$12.60	Total:	$25.20
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
257	Chamlock, 2.5” Male. 25A, Aluminum					
	Quantity: 2	UOM: ea	Unit Price:	$10.50	Total:	$21.00
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
258	Chamlock, 2.5” Female. 25D, Aluminum					
	Quantity: 3	UOM: ea	Unit Price:	$14.70	Total:	$44.10
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

259	Coupling, 6” Hymax 860-56-0163-16					
	Quantity: 8	UOM: ea	Unit Price:	$304.52	Total:	$2,436.16
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
260	Coupling, 4" Hymax 860-56-0108-16C					
	Quantity: 2	UOM: ea	Unit Price:	$229.93	Total:	$459.86
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
261	Coupling, 8" Hymax 860-56-0217-16					
	Quantity: 8	UOM: ea	Unit Price:	$343.81	Total:	$2,750.48
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
262	Coupling, 10" Hymax 860-56-0278-16					
	Quantity: 2	UOM: ea	Unit Price:	$467.66	Total:	$935.32
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
263	Coupling, 12" Hymax 860-56-0334-16					
	Quantity: 6	UOM: ea	Unit Price:	$624.56	Total:	$3,747.36
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
264	Coupling, Dresser, 1” Smith Blair (No Romac)					
	Quantity: 4	UOM: ea	Unit Price:	$36.23	Total:	$144.92
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
265	Coupling, Dresser, 1 ½” Smith Blair (No Romac)					
	Quantity: 6	UOM: ea	Unit Price:	$45.29	Total:	$271.74
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
266	Coupling, 2" Hymax					
	Quantity: 12	UOM: ft	Unit Price:	$136.02	Total:	$1,632.24
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
267	Flaring Tool, 1”, (Reed SFPE 1” or Equivalent)					
	Quantity: 2	UOM: ft	Unit Price:	$147.92	Total:	$295.84
	Manufacturer:					
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					

268	Hand Pump, 36” x 72” Hose, Siphon King 48072 or Equivalent.					
	Quantity: 15	UOM: ft	Unit Price:	$82.81	Total:	$1,242.15
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
269	Lid, for 34P14/CI					
	Quantity: 25	UOM: ft	Unit Price:	$53.04	Total:	$1,326.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
270	Lid, CI/55A					
	Quantity: 10	UOM: ft	Unit Price:	$196.32	Total:	$1,963.20
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
271	Lid, Plastic/55A					
	Quantity: 60	UOM: ft	Unit Price:	$101.00	Total:	$6,060.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
272	Lid, for DFW37C-14-1MKF					
	Quantity: 25	UOM: ft	Unit Price:	$53.97	Total:	$1,349.25
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
273	Lid, for DFW65C-14-1MKF					
	Quantity: 25	UOM: ft	Unit Price:	$95.37	Total:	$2,384.25
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
274	Marker, Manhole Curb, must be green and reflective.					
	Quantity: 200	UOM: ft	Unit Price:	$3.00	Total:	$600.00
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
275	Meter Box, DFW65C-14-1MKF					
	Quantity: 25	UOM: ft	Unit Price:	$216.68	Total:	$5,417.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
276	Meter Box, DFW37C-14-1MKF					
	Quantity: 250	UOM: ft	Unit Price:	$118.13	Total:	$29,532.50
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

277	Meter Box, DFW37C-12-1MKF					
	Quantity: 25	UOM: ft	Unit Price:	$113.44	Total:	$2,836.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
278	Meter Box, DFW37C-18-1MKF					
	Quantity: 20	UOM: ft	Unit Price:	$143.85	Total:	$2,877.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
279	Tube, Meter Reading 3"x24"					
	Quantity: 6	UOM: ft	Unit Price:	$71.51	Total:	$429.06
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
280	Tube. Meter Reading, 3"x36"					
	Quantity: 6	UOM: ea	Unit Price:	$95.45	Total:	$572.70
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
281	Water Stop, Strong Plug					
	Quantity: 30	UOM: ea	Unit Price:	$55.00	Total:	$1,650.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
282	Insert, Poly, ¾", CTS					
	Quantity: 60	UOM: ea	Unit Price:	$1.79	Total:	$107.40
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
283	Insert, Poly, 1", CTS					
	Quantity: 60	UOM: ea	Unit Price:	$1.90	Total:	$114.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
284	Insert, Poly, 1 ½", CTS					
	Quantity: 12	UOM: ea	Unit Price:	$2.61	Total:	$31.32
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
285	Insert, Poly, 2", CTS					
	Quantity: 60	UOM: ea	Unit Price:	$2.61	Total:	$156.60
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

286	Pipe, Joint Lube					
	Quantity: 20	UOM: ea	Unit Price:	$3.00	Total:	$60.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
287	Pipe, 4” C-900 DR-18					
	Quantity: 240	UOM: ea	Unit Price:	$9.29	Total:	$2,229.60
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
288	Pipe, 4” SDR-35					
	Quantity: 800	UOM: ea	Unit Price:	$3.68	Total:	$2,944.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
289	Pipe. 4” Schedule 40 BE					
	Quantity: 60	UOM: ea	Unit Price:	$6.18	Total:	$370.80
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
290	Pipe. 6” C-900 DR-18					
	Quantity: 150	UOM: ea	Unit Price:	$19.00	Total:	$2,850.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
291	Pipe. 6” SDR-35					
	Quantity: 200	UOM: ea	Unit Price:	$8.49	Total:	$1,698.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
292	Pipe. 8” C-900 DR-18					
	Quantity: 60	UOM: ea	Unit Price:	$32.57	Total:	$1,954.20
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
293	Pipe. 8” SDR-35					
	Quantity: 300	UOM: ea	Unit Price:	$15.40	Total:	$4,620.00
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
294	Pipe, 10” C-900 DR-18					
	Quantity: 20	UOM: ea	Unit Price:	$48.88	Total:	$977.60
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

295 Pipe, 10” SDR-35
Quantity: 20 UOM: ea Unit Price: $24.00 Total: $480.00
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

296 Pipe, 12” C-900 DR-18
Quantity: 40 UOM: ea Unit Price: $68.82 Total: $2,752.80
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

297 Pipe, 12" SDR-35
Quantity: 140 UOM: ea Unit Price: $34.54 Total: $4,835.60
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

298 Tubing, Polyethylene, ¾”, CTS, SDR-9
Quantity: 700 UOM: ea Unit Price: $0.45 Total: $315.00
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

299 Tubing, Polyethylene, 1”, CTS, SDR-9
Quantity: 2500 UOM: ea Unit Price: $0.72 Total: $1,800.00
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

300 Tubing, Polyethylene, 1 ½”, CTS, SDR-9
Quantity: 100 UOM: ea Unit Price: $1.51 Total: $151.00
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

301 Tubing, Polyethylene, 2” , CTS, SDR-9
Quantity: 400 UOM: ea Unit Price: $2.48 Total: $992.00
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

302 Adapter, 4” PVC x Clay Tile
Quantity: 6 UOM: ea Unit Price: $5.06 Total: $30.36
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

303 Adapter, 4” PVC x PVC
Quantity: 6 UOM: ea Unit Price: $5.06 Total: $30.36
Manufacturer:
Item Notes: Bidder Must State in Supplier Notes the brands bid for all items

304	Adapter, 6” PVC x Clay Tile					
	Quantity: 6	UOM: ea	Unit Price:	$10.81	Total:	$64.86
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
305	Adapter, 6” PVC x PVC					
	Quantity: 6	UOM: ea	Unit Price:	$10.81	Total:	$64.86
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
306	Adapter, 8” PVC x Clay Tile					
	Quantity: 4	UOM: ea	Unit Price:	$16.64	Total:	$66.56
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
307	Adapter, 8” PVC x PVC					
	Quantity: 3	UOM: ea	Unit Price:	$16.64	Total:	$49.92
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
308	Adapter, 10” PVC x Clay Tile					
	Quantity: 4	UOM: ea	Unit Price:	$24.96	Total:	$99.84
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
309	Adapter, 10” PVC x PVC					
	Quantity: 2	UOM: ea	Unit Price:	$24.96	Total:	$49.92
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
310	Adapter, 12” PVC x Clay Tile					
	Quantity: 2	UOM: ea	Unit Price:	$29.14	Total:	$58.28
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
311	Adapter, 15" PVC x PVC					
	Quantity: 2	UOM: ea	Unit Price:	$49.26	Total:	$98.52
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
312	Adapter, 15" PVC x Clay Tile					
	Quantity: 2	UOM: ea	Unit Price:	$49.26	Total:	$98.52
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				

313	Adapter, 12” PVC x PVC					
	Quantity: 2	UOM: ea	Unit Price:	$29.14	Total:	$58.28
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
314	Adapter, 4’ Female SDR 35					
	Quantity: 6	UOM: ea	Unit Price:	$6.05	Total:	$36.30
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
315	Adapter, 4’ Sch 40 to SDR35					
	Quantity: 12	UOM: ea	Unit Price:	$6.72	Total:	$80.64
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
316	Bushing, 4 x 3 / SDR35 to Sch40					
	Quantity: 12	UOM: ea	Unit Price:	$23.06	Total:	$276.72
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
317	Cap. 4” SDR 35 SW Plastic Trends					
	Quantity: 8	UOM: ea	Unit Price:	$2.67	Total:	$21.36
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
318	Cap, 4” Rubber Plastic Trends					
	Quantity: 9	UOM: ea	Unit Price:	$3.04	Total:	$27.36
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
319	Cap, 6” SDR 35 SW Plastic Trends					
	Quantity: 3	UOM: ea	Unit Price:	$9.75	Total:	$29.25
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
320	Cap, 8” SDR35 SW Plastic Trends					
	Quantity: 2	UOM: ea	Unit Price:	$31.90	Total:	$63.80
	Manufacturer:					
	Item Notes:	Bidder Must State in Supplier Notes the brands bid for all items				
321	Coupling, 4” SDR 35 SW Plastic Trends					
	Quantity: 24	UOM: ea	Unit Price:	$3.06	Total:	$73.44
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					

322	Coupling, 4” Repair, SDR35 Gasketed Plastic Trends					
	Quantity: 48	UOM: ea	Unit Price:	$15.59	Total:	$748.32
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
323	Coupling, 6” SDR 35 SW Plastic Trends					
	Quantity: 4	UOM: ea	Unit Price:	$11.10	Total:	$44.40
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
324	Coupling, 6” Repair, SDR 35 Gasketed Plastic Trends					
	Quantity: 12	UOM: ea	Unit Price:	$31.12	Total:	$373.44
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
325	Fitting, PVC, 4” 1/16 Bend SDR 35 SW Plastic Trends					
	Quantity: 12	UOM: ea	Unit Price:	$5.03	Total:	$60.36
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
326	Fitting, PVC, 4” 45 Degree Bend SDR 35 SW Plastic Trends					
	Quantity: 24	UOM: ea	Unit Price:	$4.60	Total:	$110.40
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
327	Fitting, PVC, 4” Tee Wye, SDR 35 SW Plastic Trends					
	Quantity: 6	UOM: ea	Unit Price:	$9.69	Total:	$58.14
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
328	Fitting, PVC, 4” Wye SDR 35 SW Plastic Trends					
	Quantity: 6	UOM: ea	Unit Price:	$8.80	Total:	$52.80
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
329	Fitting, PVC, 6” 1/16 Bend SDR 35 SW Plastic Trends					
	Quantity: 4	UOM: ea	Unit Price:	$22.11	Total:	$88.44
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
330	Fitting, PVC, 6” 45 Degree Bend SDR 35 SW Plastic Trends					
	Quantity: 3	UOM: ea	Unit Price:	$18.10	Total:	$54.30
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
331	Plug. 3” Sewer Relief					
	Quantity: 6	UOM: ea	Unit Price:	$5.62	Total:	$33.72
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
332	Plug, 4” Sewer Threaded					
	Quantity: 6	UOM: ea	Unit Price:	$4.00	Total:	$24.00
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					

333	Plug, 4” Sewer Relief					
	Quantity: 6	UOM: ea	Unit Price:	$6.53	Total:	$39.18
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
334	Plug, 6” Gripper					
	Quantity: 6	UOM: ea	Unit Price:	$21.09	Total:	$126.54
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
335	Bands, Sewer Saddle					
	Quantity: 125	UOM: ea	Unit Price:	$5.23	Total:	$653.75
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
336	Sewer Saddles, 4” to fit 6-12” Pipe					
	Quantity: 12	UOM: ea	Unit Price:	$49.08	Total:	$588.96
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
337	Smoke Bombs - 2 Fuse - 3 Minute 12 per bx					
	Quantity: 12	UOM: ea	Unit Price:	$14.68	Total:	$176.16
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
338	Gate Valve, RS, 2” CI Screwed					
	Quantity: 24	UOM: ea	Unit Price:	$416.88	Total:	$10,005.12
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
339	Gate Valve, RS, 4” MJ					
	Quantity: 2	UOM: ea	Unit Price:	$691.66	Total:	$1,383.32
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
340	Gate Valve, RS, 4” MJ x FL					
	Quantity: 2	UOM: ea	Unit Price:	$660.60	Total:	$1,321.20
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
341	Gate Valve, RS, 6” MJ					
	Quantity: 3	UOM: ea	Unit Price:	$882.90	Total:	$2,648.70
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
342	Gate Valve, RS, 6” MJ x FL					
	Quantity: 6	UOM: ea	Unit Price:	$882.90	Total:	$5,297.40
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
343	Gate Valve, RS, 6” FL X FL					
	Quantity: 3	UOM: ea	Unit Price:	$915.76	Total:	$2,747.28
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					

344	Gate Valve, RS, 8” MJ					
	Quantity: 3	UOM: ea	Unit Price:	$1,404.90	Total:	$4,214.70
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
345	Gate Valve, RS, 8” MJ x FL					
	Quantity: 3	UOM: ea	Unit Price:	$1,378.80	Total:	$4,136.40
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
346	Gate Valve, RS 12" MJ x FL					
	Quantity: 2	UOM: ea	Unit Price:	$2,645.10	Total:	$5,290.20
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
347	Gate Valve, RS 12" MJ					
	Quantity: 1	UOM: ea	Unit Price:	$2,771.56	Total:	$2,771.56
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
348	Box, DFW1814Tex-800NP, No Slots					
	Quantity: 300	UOM: EA	Unit Price:	$127.16	Total:	$38,148.00
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
349	Box, DFW1818TexNP, No Slots					
	Quantity: 30	UOM: EA	Unit Price:	$140.00	Total:	$4,200.00
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
350	Lid, DFW18AMR-AF1QA GPV					
	Quantity: 2000	UOM: EA	Unit Price:	$24.15	Total:	$48,300.00
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
351	Box, DFW2818NPR BDY W/CI Ring, No Slots					
	Quantity: 20	UOM: EA	Unit Price:	$348.20	Total:	$6,964.00
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
352	Lid, DFW20AMRIMM-AF1BA GPV					
	Quantity: 60	UOM: EA	Unit Price:	$101.00	Total:	$6,060.00
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
353	Tubing, 1" EnduroTrace					
	Quantity: 1000	UOM: FT	Unit Price:	$1.85	Total:	$1,850.00
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
354	Tubing, 2" EnduroTrace					
	Quantity: 600	UOM: FT	Unit Price:	$4.53	Total:	$2,718.00
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					

355	Cleanout, 4" Plastic w/Hub & CI					
	Quantity: 15	UOM: EA	Unit Price:	$47.00	Total:	$705.00
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
356	Valve, 12" FL X FL					
	Quantity: 4	UOM: EA	Unit Price:	$2,746.80	Total:	$10,987.20
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
357	Valve, 8" FL X FL					
	Quantity: 4	UOM: EA	Unit Price:	$1,431.90	Total:	$5,727.60
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
358	30” AV-Tek DEX butterfly valve FL/FL					
	Quantity: 1	UOM: EA	Unit Price:	$23,937.08	Total:	$23,937.08
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
359	24” AV-Tek DEX butterfly valve FL/FL					
	Quantity: 1	UOM: EA	Unit Price:	$11,463.19	Total:	$11,463.19
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
360	20” AV-Tek DEX butterfly valve FL/FL					
	Quantity: 1	UOM: EA	Unit Price:	$10,226.23	Total:	$10,226.23
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
361	16” AV-Tek DEX butterfly valve FL/FL					
	Quantity: 1	UOM: EA	Unit Price:	$7,227.58	Total:	$7,227.58
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
362	12” AV-Tek DEX butterfly valve FL/FL					
	Quantity: 1	UOM: EA	Unit Price:	$4,238.29	Total:	$4,238.29
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
363	3” AV-Tek combination Air Release Valve					
	Quantity: 1	UOM: EA	Unit Price:	$977.63	Total:	$977.63
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
364	3” AV-Tek Air Release Valve					
	Quantity: 1	UOM: EA	Unit Price:	$748.71	Total:	$748.71
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
365	2” AV-Tek combination Air Release Valve					
	Quantity: 1	UOM: EA	Unit Price:	$425.13	Total:	$425.13
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					

366	2” AV-Tek Air Release Valve					
	Quantity: 1	UOM: EA		Unit Price: $425.13	Total:	$425.13
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
367	1” AV-Tek Air Release Valve					
	Quantity: 1	UOM: EA		Unit Price: $220.31	Total:	$220.31
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
368	Bolt & Flange Kit, 16" 304SS for butterfly valve					
	Quantity: 1	UOM: EA		Unit Price: $132.55	Total:	$132.55
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
369	Bolt & Flange Kit, 16" 304SS					
	Quantity: 1	UOM: EA		Unit Price: $163.64	Total:	$163.64
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
370	Bolt & Flange Kit, 20" 304SS for butterfly valve					
	Quantity: 1	UOM: EA		Unit Price: $310.71	Total:	$310.71
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
371	Bolt & Flange Kit, 20" 304SS					
	Quantity: 1	UOM: EA		Unit Price: $287.69	Total:	$287.69
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
372	Bolt & Flange Kit, 24" 304SS for butterfly valve					
	Quantity: 1	UOM: EA		Unit Price: $509.16	Total:	$509.16
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
373	Bolt & Flange Kit, 24" 304SS					
	Quantity: 1	UOM: EA		Unit Price: $468.45	Total:	$468.45
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
374	Bolt & Flange Kit, 30" 304SS for butterfly valve					
	Quantity: 1	UOM: EA		Unit Price: $725.59	Total:	$725.59
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					
375	Bolt & Flange Kit, 30" 304SS					
	Quantity: 1	UOM: EA		Unit Price: $731.88	Total:	$731.88
	Item Notes: Bidder Must State in Supplier Notes the brands bid for all items					

Response Total: $545,164.01

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Consider a Resolution awarding a bid and authorizing a Cooperative Purchasing Agreement with Enterprise Fleet Management through Sourcewell Contract 030122-EFM for a multi-year vehicle lease and maintenance agreement in the estimated total expenditure amount of $7,510,504.00.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department is responsible for the acquisition, maintenance, repair, replacement, and disposal of the City's vehicles and major equipment items. The City maintains a Fleet Rotation Schedule, which includes the expected replacement year data for all vehicles and major equipment items. The Fleet Rotation Schedule is reviewed annually to determine which vehicles have reached the end of their useful lives and need to be replaced. Vehicle/equipment age, mileage/hours driven, and maintenance history are factors considered when making replacement decisions. Following this determination, meetings are conducted with the respective departments and the City Manager to discuss the vehicle replacement recommendations. Funds are budgeted accordingly for the selected vehicle/equipment replacements.

Due to the City's challenges with acquiring new vehicles and obtaining prompt vehicle repairs, City staff evaluated its options. Staff explored using a fleet management company to manage the City's fleet, which comprises 144 vehicles and equipment, excluding large vehicles such as fire engines, ambulances, and dump trucks. The average age of the vehicle fleet is nine years.

Staff members representing the various City departments met with a representative from Enterprise Fleet Management to discuss the fleet-related needs of the City and the vehicle acquisition and maintenance services Enterprise provides. Enterprise currently manages more than 600,000 vehicles in the United States and Canada and uses that knowledge, expertise, and automotive market influence to obtain new vehicles and realize higher returns when selling vehicles.

Enterprise has established a proactive vehicle replacement plan based on the City's needs.

Enterprise uses an open-end lease for vehicle acquisitions. An open-end lease means no early termination, mileage, or abnormal wear and tear penalties or fees. The City would also receive the equity from vehicles when sold as profit or to put towards purchasing a replacement vehicle or to pay down the lease.

Through the Enterprise Fleet Management Agreement, the City of Duncanville will pay for vehicles based on our estimated usage, which our replacement schedule will determine. The vehicles will later be replaced at the most reasonable time to receive the most value upon trade-in. The shorter life cycle reduces the required maintenance repairs usually associated with advanced age and higher mileage. This program also provides a vast network of maintenance and repair facilities for the City. Enterprise will monitor vehicle costs and repair time to ensure the City gets the best service at a reasonable price.

Through this program, light-duty vehicles will be replaced on a five-year schedule, and police patrol vehicles will be replaced on a three-year schedule. Funds are available in the Fleet Rotation Fund to replace these vehicles. Funding for vehicle maintenance is budgeted in the General Fund. If approved, vehicle acquisition under this agreement will begin in FY24. Estimated expenditures for the next five fiscal years are captured in the table below.

	# of Vehicles to Replace	Lease (Fleet Fund)	Aftermarket (Fleet Fund)	Maintenance (General Fund)	Total
2024	74	$970,349	$360,406	$168,720	$1,501,498
2025	17	$1,170,846	$23,634	$152,400	$1,348,904
2026	8	$1,267,590	$14,000	$144,720	$1,428,335
2027	22	$1,305,759	$253,500	$138,660	$1,699,945
2028	5	$1,370,146	$23,569	$136,080	$1,531,822
Total	126	$6,084,690	$675,109	$740,580	$7,510,504

The plan is tailored to allow the City to maintain a more current fleet of vehicles which will reduce maintenance costs and increase equity at the time of vehicle resale.

POLICY EXPLANATION:
State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requirement that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to voluntarily participate in interlocal cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

415-700885 (Fleet/Equip Repr/Replace Fund), 01066700-700450 (General Fund), 02312000-700663 (Water/Sewer Utility Fund), 02411000-700663 (Water/Sewer Utility Fund), and 19012000-700663 (Sanitation Fund)

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

ACTION ALTERNATIVES:

1. Award a bid and authorize a cooperative purchasing agreement with Enterprise Fleet Management through Sourcewell Contract 030122-EFM for a multi-year vehicle lease and maintenance agreement in the estimated total expenditure amount of $7,510,504.00, subject to future appropriation.
2. Do not award a bid and authorize a cooperative purchasing agreement with Enterprise Fleet Management through Sourcewell Contract 030122-EFM for a multi-year vehicle lease and maintenance agreement in the estimated total expenditure amount of $7,510,504.00, subject to future appropriation.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Fleet Rotation FY24-FY29
Attachment 2 - Enterprise Fleet Contract Sourcewell 030122-EFM
Resolution No. - 2023-058 - Multi-Year Vehicle Lease and Maintenance Agreement with Enterprise Fleet Management with Exhibits

FISCAL YEAR 2023-24 BUDGET
FLEET ROTATION FUND 415

HYBRID PLAN - CASH + ENTERPRISE LEASE

SOURCES & USES OF FUNDS	2021-22 ACTUAL	2022-23 BUDGET	2023-24 BUDGET (50% GF *)	2024-25 BUDGET (75% GF **)	2025-26 BUDGET	2026-27 BUDGET	2027-28 BUDGET	2028-29 BUDGET
REVENUES								
General Fund Contributions	$715,288	$828,970	$711,228	$1,159,139	$1,641,247	$1,738,043	$1,835,490	$1,879,194
Utility Fund Contributions	162,420	160,528	287,203	303,584	335,920	340,214	341,667	375,273
Sanitation Fund Contributions	10,623	40,623	17,705	17,705	17,705	21,206	21,206	25,370
Economic Development Contributions	2,568	3,806	6,344	6,344	6,344	6,344	6,344	6,344
Insurance Recovery								
Investment Income	2,032	1,000	1,000	1,000	1,000	1,000	1,000	1,000
TOTAL REVENUES	**$892,931**	**$1,034,927**	**$1,023,480**	**$1,487,772**	**$2,002,216**	**$2,106,807**	**$2,205,707**	**$2,287,181**
EXPENDITURES								
Vehicle / Equipment - Cash Purchases	$652,573	$913,927	$1,340,453	$582,918	$965,629	$1,438,666	$237,660	$416,975
Leases			970,349	1,170,846	1,267,590	1,305,759	1,370,146	1,216,565
Additional Cost - Marking/Equipment			360,406	23,634	14,000	253,500	23,569	81,406
Equity Returned - Estimated to roll in to lease payments			(647,324)	(215,285)	(291,112)	(53,420)	(820,701)	(405,373)
TOTAL EXPENDITURES	**$652,573**	**$913,927**	**$2,023,884**	**$1,562,113**	**$1,956,107**	**$2,944,505**	**$810,674**	**$1,309,573**
NET REVENUES	**$240,358**	**$121,000**	**($1,000,404)**	**($74,341)**	**$46,109**	**($837,698)**	**$1,395,033**	**$977,608**
BEGINNING BALANCE - AUDITED FY21	**$2,110,807**	**$2,351,165**	**$2,472,165**	**$1,471,761**	**$1,397,420**	**$1,443,529**	**$605,831**	**$2,000,864**
ENDING BALANCE	**$2,351,165**	**$2,472,165**	**$1,471,761**	**$1,397,420**	**$1,443,529**	**$605,831**	**$2,000,864**	**$2,978,472**

* 50% GF = General Fund contributions are 50% of the calculated contributions.
** 75% GF = General Fund contributions are 75% of the calculated contributions

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Attachment 2

030122-EFM

Solicitation Number: RFP #030122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

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

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

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

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

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

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

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

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

E. CONTRACT COMPLETE. This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
    b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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

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

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

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

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

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

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Intentionally omitted.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Intentionally omitted.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

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

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

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

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

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

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

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

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

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

22. CANCELLATION

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

Sourcewell	Enterprise Fleet Management, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Dain Giesie EFC279C1DE8D465...
By: _____	By: _____
Jeremy Schwartz	Dain Giesie
Title: Chief Procurement Officer	Title: Vice President
Date: 5/4/2022 | 9:11 AM CDT	Date: 5/4/2022 | 2:58 PM CDT

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

030122-EFM

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
5/4/2022 | 3:23 PM CDT
Date: _____

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

RFP 030122 - Fleet Management Services

Vendor Details

Company Name:	Enterprise Fleet Management, Inc.
Does your company conduct business under any other name? If yes, please state:	MO
Address:	600 Corporate Park Dr. St. Louis, MO 63050
Contact:	Dain Giesie
Email:	Dain.E.Giesie@efleets.com
Phone:	314-274-5428
Fax:	314-274-5428
HST#:	43-1697807

Submission Details

Created On:	Tuesday February 01, 2022 10:13:18
Submitted On:	Tuesday March 01, 2022 16:13:51
Submitted By:	Dain Giesie
Email:	Dain.E.Giesie@efleets.com
Transaction #:	53316618-72bf-4ca3-ad36-3ffb0fdf4609
Submitter's IP Address:	4.30.165.86

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis. In 1992, Enterprise surpassed $1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets. In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings. Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of $23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world. Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard…and we reward hard work. Great things happen when we listen…to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open. Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. *
11	What are your company's expectations in the event of an award?	Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution. It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members. *
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry. Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business. *
13	What is your US market share for the solutions that you are proposing?	Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry. *

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	o Alberta Corporate License number: 2116040300 o Saskatchewan Corporate License number: 101184133 o Manitoba Corporate License number: 6262881 o GST number: 82540 4205 RT0001: o Saskatchewan PST number: 2476059 o Manitoba PST number: 82540 4205 MC0001	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)	*
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcewell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541	*
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631	*
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

26	Sales force.	Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams. Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include: Fleet Management Director • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. Fleet Strategy Manager • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days Finance Manager • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. Account Executive • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs Area Sales Manager • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed Client Strategy Manager • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters Account Fleet Coordinator • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory. Vehicle Delivery Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under $150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment. This is what we expect from our CD dealers: • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

28	Service force.	Call Center Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates. Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week. The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests. Supplier Network Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey. Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions. We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Service Quality index (SQi) is an industry leading metric that is core to Enterprise values. Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Customer Service Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard…and we reward hard work. • Great things happen when we listen…to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

41	Describe any technological advances that your proposed products or services offer.	Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for. Customer Website – Complete oversight on entire fleet and individual vehicles • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle Annual Client Review – Identify and lower costs • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs Fleet Planning Toolkit – The right vehicles at the right cost • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles Auto Integrate – Minimize downtime • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise Mobile App – Convenience for drivers • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows: Vehicle Cycling/Fleet Optimization Managing vehicle emissions can represent a key component of customers' environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling. In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points. Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs. Carbon Reporting and Offsets Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program. Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass. TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

• being built on previously developed land to reduce the impact on virgin ground.
• installing low-flow fixtures that reduce the building's water use by 46 percent.
• using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
• recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options. *

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

• promote the viability of mobility and alternative fuels.
• increase access to fuel-efficient vehicles.
• improve the resource efficiency of our operations.
• minimize waste throughout the lifecycle of our vehicles.
• minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
• support causes that improve the quality of life in local communities.
• enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

• Carbon Offsets
• Duty of Care
• Supplier Code of Conduct
• Human Rights
• Safety Recalls
• Workplace Ethics
• Employment and Equal Opportunity
• Founding Values
• Privacy and Safe Harbor
• Subsidiaries and Franchisees

Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

• Managing Materials Responsibly
• Recycling Windshields
• Prioritizing Fuel Efficiency
• Renewing License Plates
• Using Water-Based Paints
• Re-Refining Oil and Recycling Filters
• Repurposing Tires

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth. Good Faith Plan Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training. Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE) • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition: • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: • Convenience: Card accepted at more than 180,000 U.S. locations • Security: Cards with driver identification issued to the driver assigned to the vehicle • Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: • Review transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: • Safety: Breakthrough accident detection, safer driving behavior, in-	

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

		vehicle driver coaching • Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs • Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring • Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health • Compliance: Accurate HOS and/or IFTA reporting Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution. Full Maintenance Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern. • Monthly cost is fixed for the term of the vehicle • Coverage is available up to 100,000 miles • Covers all routine services recommended by the manufacturer • Covers all unexpected repairs (not related to damage or neglect) • 24/7 roadside assistance and towing is included • Brakes, tires, and loaner vehicles can be included • Windshield repair, fueling service, and other miscellaneous items are available • Sourcewell can set up and send automatic service reminders through Enterprise's website Maintenance Management With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee. Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQi feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include: • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms Payment terms are Net 30. Payment Enterprise offers several payment options to our clients: • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs. Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance. • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. Open-Ended Lease Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by: • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow. The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application. Lease Terms Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond. Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment. Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs. We have uploaded our pricing materials as instructed.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be $36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be $31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed. For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. $60-$90) per month per vehicle	Pricing on average is $60-$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	$6 per month card fee per vehicle plus cost of service and parts	$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US $400.00 Canada $495.00	US $400.00 Canada $495.00	*
80	Lease Termination Fee	$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $395.00 (“Service Fee”) plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.	*
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.	*
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is $125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including: • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs	*
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition. As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes: • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle: • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton	*

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

ine Item	Cate or or T pe	Offered	Comments	
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	(•) Yes ( ) No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.	*
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	(•) Yes ( ) No	Through our Fleet Management programs we are able to offer all of these services.	*
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	(•) Yes ( ) No	Through our Fleet Management programs we are able to offer all of these services.	*
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	(•) Yes ( ) No	Through our Fleet Management programs we are able to offer all of these services.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- Financial Strength and Stability - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- Marketing Plan/Samples - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- WM8E/M8E/S8E or Related Certificates - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- Warranty Information - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- Standard Transaction Document Samples - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- Upload Additional Document - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

DocuSign Envelope ID: 37AD2179-C4CB-4EF8-87D2-53507DDA9723

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	☑	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	☑	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	☑	1

RESOLUTION NO. 2023-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT THROUGH SOURCEWELL CONTRACT 030122-EFM FOR A MULTI-YEAR VEHICLE LEASE AND MAINTENANCE AGREEMENT IN THE ESTIMATED TOTAL EXPENDITURE AMOUNT OF $7,510,504.00 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for city operations; and

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

WHEREAS, Sourcewell has taken sealed bids for Fleet Management; and

WHEREAS, a contract through Sourcewell was awarded to Enterprise Fleet Management; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with Enterprise Fleet Management through Sourcewell Contract 030122-EFM for a multi-year vehicle lease and maintenance agreement in the estimated total expenditure amount of $7,510,504.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Enterprise Fleet Management through Sourcewell Contract 030122-EFM for a multi-year vehicle lease and maintenance agreement in the estimated total expenditure amount of $7,510,504.00.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

enterprise FLEET MANAGEMENT

AUTHORIZED SIGNER

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title
Print Name	Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name	Title
Signature	Company Name

Date

© 2018 Enterprise Fleet Management, Inc. H00479_Authorized Signer Page

Exhibit B1

enterprise FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM_____ Customer_____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

Initials: EFM_____ Customer_____

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per accident - Collision and $1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

Initials: EFM_____ Customer_____

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantoror (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

Initials: EFM_____ Customer_____

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

	LESSOR: Enterprise FM Trust
LESSEE: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM_____ Customer_____

© 2022 Enterprise Fleet Management, Inc. K06831_Gov Equity Form_Updated

FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name and address is set forth on the signature page below ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2271, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.

FLEET MANAGEMENT

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the date signed below.

LESSEE: City of Duncanville, Texas

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

_____

_____

Date Signed: _____, _____

Exhibit B3

enterprise FLEET MANAGEMENT

Group: 1J

Customer Number: 465816

Memorandum

To: *Philliph Bevel*

From: *Brendon Ross*

Date: *June 23, 2023*

Subject: *Conversion of Operating Leases to Capital Leases for FASB Statement Purposes*

This is to inform you that Group 1J has issued the amendment to paragraph 3C of the Master Terms and Conditions to convert the lease between Enterprise FM Trust and **City of Duncanville** from an operating lease to a capital lease for FASB statement purposes. This amendment applies to any vehicle now leased or to be leased in the future.

Thanks,

6/23/2023

X Brendon Ross

Brendon Ross
Vice President
Signed by: Kiflom, Tiebe

attachment

enterprise
FLEET MANAGEMENT

Amendment made as of the 23rd day of June, 2023 between Enterprise FM Trust ("Lessor") and *City of Duncanville* ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

1. In consideration of the continued leasing of vehicles by Lessee from Lessor, Lessor hereby amends the provisions of the Lease(s) in the following respects, for vehicles presently under lease as well as for vehicles to be subsequently leased:

   Paragraph 3(c) of the Master Equity Lease Agreement is amended by deleting the existing provision in its entirety and replacing it with the following:

   (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of (1) the Book Value of such Vehicle over (2) the wholesale value of such Vehicle as determined by Lessor in good faith. If the wholesale value of a Vehicle is greater than the Book Value of such Vehicle, Lessor agrees to pay such excess to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by the Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

2. Except as hereby amended, the Lease shall remain in full force and effect as originally written or heretofore amended.

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

6/23/2023

X Brendon Ross

Brendon Ross
Vice President
Signed by: Kiflom, Tiebe

Exhibit C

enterprise FLEET MANAGEMENT

COMPANY OWNED VEHICLE SERVICE AGREEMENT

THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 20___, by and between Enterprise Fleet Management, Inc. ("EFM"), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below ("Company"). Each of EFM and the Company is a "Party," and collectively, the "Parties."

WITNESSETH:

WHEREAS, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the "Services," with each of the Services sometimes being individually referred to herein as a "Service") for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

WHEREAS, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

1. **COVERED VEHICLES:** Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a "Covered Vehicle," and collectively the "Covered Vehicles"), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company's subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a "Schedule," and collectively the "Schedules") to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.

2. **TERM AND TERMINATION:** The term of this Agreement (the "Term") for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.

3. **ADDITIONAL DOCUMENTATION:** Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.

4. **COVERED VEHICLE FEE:** EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a monthly fee, plus a one time set-up fee per Covered Vehicle.

5. **PAYMENT TERMS:** Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.

6. **BILLING:** All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.

7. **VARIOUS COSTS, EXPENSES, FEES, AND CHARGES.** The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement.

Initials: EFM_____ Customer_____

8. LICENSE ADMINISTRATION PROGRAM:

(a) EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.

(b) Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.

(c) The services described in this Section are collectively referred to as the "License Administration Program."

9. MAINTENANCE PROGRAM: If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an authorization card (the "EFM Card") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed fifty dollars ($50.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding fifty dollars ($50.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

(c) EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month. The Company agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(d) The services described in this Section are collectively referred to as the "Maintenance Program."

Initials: EFM_____ Customer_____

10. MAINTENANCE MANAGEMENT PROGRAM: If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

(c) EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed seventy five dollars ($75.00), or such other amount as may be established by EFM, in its sole discretion, from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "Audited Invoices").

(d) Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars ($125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "Administrative and Repair Fees"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a vehicle risk management agreement must be on file with EFM for the Company.

(e) The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.

(f) If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "Maintenance Management Program."

11. ODOMETER: Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.

12. INSURANCE: During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

13. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

14. NOTICES: All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this

Initials: EFM_____ Customer_____

Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

15. MISCELLANEOUS:

(a) Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.

(b) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

(c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.

(d) This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

(e) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.

(g) Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.

(h) The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.

(i) Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.

(j) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(k) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

16. LIMITATION OF LIABILITY:

(a) NONE OF EFM, ITS AGENTS, OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.

(b) IN NO EVENT SHALL EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'SRESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBIRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. INDEMNITY:

(a) The Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and

Initials: EFM_____ Customer_____

assigns (collectively, the "Indemnified Parties" with each being an "Indemnified Party") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company.

(b) In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld.

(c) The provisions of this Section shall survive any expiration or termination of this Agreement.

18. SIGNATORY WARRANTY: Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she are is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

19. SCHEDULES, ADDENDA, AND EXHIBITS: All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part ofthis Agreement and deemed completely integrated herein.

20. POWER OF ATTORNEY: The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to the provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.

21. REPRESENTATIONS AND WARRANTIES:

(a) The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.

(b) The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement.

(c) This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(d) The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.

(e) The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

22. SURVIVAL: Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Initials: EFM_____ Customer_____

© 2022 Enterprise Fleet Management, Inc. K07419_Master Customer Owned Agreement - Enterprise FM Trust

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

COMPANY:	_____	EFM:	Enterprise Fleet Management, Inc.
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____

Initials: EFM_____ Customer_____

Exhibit D

enterprise FLEET MANAGEMENT

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20__, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM_____ Lessee_____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE:	_____	EFM:	Enterprise Fleet Management, Inc.
Signature:	_____	Signature:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Lessee_____

© 2022 Enterprise Fleet Management, Inc. K06788 MaintAgree Walkaway_update2.22

Exhibit E

enterprise FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____ , by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding $125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM_____ Company_____

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement $_____ per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY:	_____	EFM:	Enterprise Fleet Management, Inc.
Signature:	_____	Signature:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Date Signed:	_____, _____	Date Signed:	_____, _____

Initials: EFM_____ Company_____

© 2022 Enterprise Fleet Management, Inc. K06788 MaintManagement_updated2.22

Exhibit F

FLEET MANAGEMENT

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $_____ or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"	"CUSTOMER"
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date Signed: _____, _____	Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

Exhibit G

Open - End (Equity) Lease Schedule

Quote No:

Supplemental to and part of Master Equity Lease Agreement date:

1. Lessee Name **Delivery Date**
Address **Customer No**
City **State** **Postal Code**
ATTN
Driver
Address
City **State** **Postal Code**

2. Lease Term Commencing on the delivery date of the vehicle and ending 36 months after the first full monthly rental payment date.

3. Vehicle Description
Year 2009 **Make** Dodge **Model** Journey
Series
License # **Unit #** **Replacement Unit #** **VIN #**

4. Monthly Rental and Other Payments Due

4A. Calculation of Monthly Rental

$0.00	Capitalized Price of Vehicle
$0.00	Initial License Fee
$0.00	License and Certain Other Charges
$0.00	Other
$0.00	Extended Mechanical Service Program
$0.00	Less Gain Applied From Prior Unit
$0.00	Less Capitalized Price Reduction
$0.00	Total Capitalized Amount (Delivered Price)
$0.00	Depreciation Reserve
$0.00	Monthly Lease Charge
$0.00	**Total Monthly Rental Excluding Additional Services**

Additional Services

$0.00	Full Maintenance[1]	**Contract Miles**		**Overmileage Charge**		Per Mile
	Incl: # Brake Sets (1 Set = 1Axle)	0	**# Tires**	0	**Loaner Vehicle Not Included**	
	Master Policy Enrollment Fees					
$0.00	Physical Damage Management				Comp/Collision Deductible	
$0.00	Commercial Automobile Liability Enrollment					
	Liability Limit $0.00					
$0.00	Monthly Rental Sub-Total					
$0.00	Use Tax	0.0000		State		
$0.00	**Total Monthly Rental Including Additional Services**					

4B. Initial Charges

$0.00	Pro-Rated Rental
$0.00	First Month's Rental
$0.00	Security Deposit
$0.00	Capitalized Price Reduction
$0.00	Motor Vehicle Sales Tax on Capitalized Price Reduction
$0.00	License and Certain Other Charges
$0.00	Extended Mechanical Service Program
$0.00	Aftermarket Equipment
$0.00	Other: (See Page 2)
$0.00	**Total Initial Charges**

4C. Service Charge _____ **Service Charge Due at Lease Termination**

4D. Reduced Book Value _____ **Reduced Book Value at Lease Termination**

Quote based on estimated annual mileage of

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

[1]The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc. pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

CONFIDENTIAL SAMPLE

Open - End (Equity) Lease Schedule

Quote No:

Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		$0.00
Total Capitalized		$0.00
Total		$0.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee		$0.00
Total Billed		$0.00
Total Capitalized		$0.00
Total		$0.00

*** Report is based on ***
*** Delivery/Activation Date ***

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Consider a Resolution awarding a bid and authorizing a Cooperative Purchasing Agreement with Patterson Equipment Company, through H-GAC Contract SC01-21 for a Harben jet rodder in the expenditure amount of $72,870.83.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department is responsible for the acquisition, maintenance, repair, replacement, and disposal of the City's vehicles and major equipment items. The City maintains a Fleet Rotation Schedule, which includes the expected year of replacement of all vehicles and major equipment items. The Fleet Rotation Schedule is reviewed annually to determine which vehicles have reached the end of their useful lives and need to be replaced. Vehicle/equipment age, mileage/hours driven, and maintenance history are used to determine this. Following this determination, meetings are conducted with the respective departments and the City Manager to discuss the recommended vehicles to be replaced. Funds are allocated in the upcoming budget to replace the selected vehicle/equipment items.

Sewer pipeline cleaning helps to reduce sanitary sewer overflows and spills. Water Utilities uses the 2014 Pipe Hunter jet rodder to clean the City's sewer pipelines. The current unit is recommended for replacement due to pump and tank problems. Upon replacement, the old unit will be auctioned, and the proceeds will be deposited into the Fleet Rotation Fund.

This unit was scheduled for replacement in the FY24-25 budget. However, due to the problems that continue to develop with the unit, staff recommends replacing this unit now. There is currently $71,053.00 accumulated in the Fleet Replacement Fund to replace this jet rodder. The unit to be

purchased is a Harben DTK 375 E180 jet rodder in the amount of $72,870.83. The difference of $1,817.83 will be covered by funds allocated to repair the current jet rodder.

POLICY EXPLANATION:
State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requirement that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to voluntarily participate in interlocal cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
415-700885 (Fleet/Equip Repr/Replace Fund) and 02312000-700662 (Water/Sewer Utility Fund)

Available Budget	**Purchase Amount**	**After Encumber**
$72,870.83	$72,870.83	$0.00

ACTION ALTERNATIVES:
1. Award a bid and authorize a cooperative purchasing agreement with Patterson Equipment Company through H-GAC Contract SC01-21 for a Harben jet rodder in the expenditure amount of $72,870.83.
2. Do not award a bid and authorize a cooperative purchasing agreement with Patterson Equipment Company through H-GAC Contract SC01-21 for a Harben jet rodder in the expenditure amount of $72,870.83.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Harben H-GAC Contract SC01-21
Resolution No. - 2023-057 - Jet Rodder Purchase with Exhibit

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6 Attachment 1

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Harben Inc. - Public Services - ID: 6391

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Harben Inc., hereinafter referred to as the Contractor, having its principal place of business at 2010 Ronald Reagan Blvd., Cumming, GA 30041.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (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.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the 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 of 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. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable.

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS
Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT
Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY
It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES
All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE
This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY
In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Harben Inc. - Public Services - ID: 6391

Harben Inc.

Signature DocuSigned by: 49FF4A36408B4FB...

Name Brian Gilbert

Title Vice President

Date 3/22/2021

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 3/23/2021

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not 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.)

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ‘‘Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders 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., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR 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. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify 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 U.S.C. 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

Attachment A		
Harben Inc.		
Sewer Cleaning, Hydro-Excavating, Inspection and Miscellaneous Services		
Contract No. SC01-21		
H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	**Description**	**Base Offered Price**
Harben		
C. Jet Rodders, For Truck and Trailer Mounting		
SC21C019	4018 DTK 375 E-Series, 4000 psi, 18 gpm, single axle trailer, 375 gal. Non pivot reel Manual Control	$ 47,995.00
SC21C020	4018 DTK 375 E-Series, 4000 psi, 18 gpm, single axle trailer, 375 gal. Non Pivot Reel Wireless Remote	$ 53,795.00
SC21C023	4018 DTK 375 E-180, 4000 psi, 18 gpm, 375 gal., 180 degree pivot reel, Single axle Manual Control	$ 49,820.00
SC21C024	4018 DTK 375 E-180, 4000 psi, 18 gpm, 375 gal.,180 Pivot reel, single axle, Wireless Remote	$ 54,910.00
SC21C025	4018 DTK 750 ET-180, 4000 psi, 18gpm, 750 gal tank, tandem axle trailer, pivot reel, Manual Control	$ 53,950.00
SC21C026	4018 DTK 750 ET-180, 4000 psi, 18gpm, 750 gal tank, tandem axle trailer, pivot reel, Wireless Remote	$ 58,600.00
SC21C027	4018 DSK 375, 3 Piece Skid Unit for Truck or Enclosure mounting, 375 Gal pullout pivot reel, Manual Control	$ 52,470.00
SC21C027A	4018 DSK 150, Single Frame Skid for truck or enclosure mounting, Fixed Reel, Manual Control	$ 47,695.00
SC21C027B	4018 DSK 750, 3 Piece Skid Unit for truck or enclosure mounting, 750 Gal, pullout pivot reel, Manual Control	$ 52,470.00
SC21C028	4018 DPK 750 P, Truck Mount Unit, 4000 psi, 18 gpm, 750 gal. pivot reel, 84" CA minimum, Remote Control	$ 54,100.00
SC21C029	4018 DPK 750 P, Truck Mount Unit, 4000 psi, 18 gpm, 750 gal. pivot reel, 108" CA, Manual Control	$ 54,100.00

DocuSign Envelope ID: AB2E0A51-0ADA-43CA-A195-0964EA4202F6

SC21C031	Harben 4025 DPD 750 P, Truck Mount Unit, 4000 PSI, 25 GPM, 750 gallon tank, 5/8" x 500' hose, Manual	$ 94,500.00

RESOLUTION NO. 2023-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH PATTERSON EQUIPMENT COMPANY, THROUGH H-GAC CONTRACT SC01-21 FOR A HARBEN JET RODDER IN THE EXPENDITURE AMOUNT OF $72,870.83 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for city operations; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council Purchasing Cooperative (H-GAC) for products and services; and

WHEREAS, H-GAC has taken sealed bids for Sewer Cleaning, Hydro-Evacuating, Inspection Equipment, & Miscellaneous Services; and

WHEREAS, a contract was awarded to Patterson Equipment Company as the manufacturer's sole representative for Harben Inc. in the State of Texas; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with Patterson Equipment Company to purchase a Harben jet rodder through H-GAC Contract SC01-21 in the expenditure amount of $72,870.83.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Patterson Equipment Company to purchase a Harben jet rodder through H-GAC Contract SC01-21 in the expenditure amount of $72,870.83.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the Interim City Manager, or his designee, to execute the appropriate and necessary 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 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

HARBEN
HIGH PRESSURE WATER TECHNOLOGY

May 26, 2023

2010 Ronald Reagan Blvd
Cumming, Ga 30041

City of Duncanville
330 Shady Trail Drive
City of Duncanville, TX 75137

Ryan Shelley:

This letter is to confirm that Patterson Equipment Company is our sole manufacturer's representative in the State of Texas.
All parts, equipment and service are represented by Patterson Equipment Company.

Best Regards,

Jennifer Pederson, CEO

2010 RONALD REAGAN BLVD, CUMMING, GA 30041
T (770) 889-9535 WWW.HARBEN.COM

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	SC01-21	Date Prepared:	8/6/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF DUNCANVILLE	Contractor:	HARBEN INC
Contact Person:	RYAN SHELLEY	Prepared By:	CARLA DRISCOLL
Phone:	972-780-4934	Phone:	(800)327-5387 x 207
Fax:		Fax:	(770) 887-9411
Email:	rshelly@duncanville.com	Email:	CARLA.DRISCOLL@HARBEN.COM

Product Code:	SC21C024	Description:	DTK 375 E180 MANUAL

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 63,744.35

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
MKII DUMP GUN WITH HOLDER	1,675		
ALUMINUM FENDER TOOL BOX SINGLE AXLE (1)	708.75		
WORKSTATION LIGHT	131		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	2514.75

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
JET DRAIN HE 6R	176.15	**HOSE 1/2 X 700 FT BLACK**	2600
JET DRAIN HE 3R1F	176.15	**SPECIAL PAINT COLOR STORM GRAY**	800
PRESSURE DISCS (10)	n/a		
JET SPRAYING TIPS FAN	23.75		
JET SPRAYING TIPS HIGH VELOCITY	35.68	Subtotal From Additional Sheet(s):	
		Subtotal C:	3811.73

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 6%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	70070.83	=	Subtotal D:	70070.83

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
FREIGHT	1,600.00		
TRAINING	1200		
		Subtotal E:	2800

Delivery Date:	F. Total Purchase Price (D+E):	72870.83

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Consider a Resolution approving a $25,000.00 Hotel Occupancy Tax Grant for the FY 22-23 budget to ALW entertainment to directly enhance and directly promoting for tourism, hotel and convention business to Duncanville.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Clay Mansell, Economic Development Administrator; Development Services

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

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

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

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

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

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

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues. The nine categories for expenditure of the hotel occupancy tax are as follows:
1-) Funding the establishment, improvement, or maintenance of a convention center visitor information center.
2-) Paying administrative costs for facilitating registration.
3-) Advertising, solicitations, and promotions that attract tourists delegates to city its vicinity.
4-) Expenditures promote arts.
Under § 351.103(c), with population under 125,000 may expend up 15% hotel occupancy tax revenue collected art-related programs also tourism local activity. Specifically, it allows funding encouragement, promotion, application arts including instrumental vocal music, dance, drama, folk art, creative writing, architecture, design allied fields, painting, sculpture, photography, graphic craft arts, motion pictures, radio, television, tape sound recording, other presentation, performance, execution exhibition these major art forms. However, if not enough facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

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

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

Criteria Examples:

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

POLICY EXPLANATION:

ALW Entertainment will be promoting the Duncanville Football Classic exhibition showcase between the Duncanville High School Football Team and the Rockledge Florida High School Football Team on September 2nd, 2023.

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

FUNDING SOURCE:

ORG and Object Number
10011000 and 700450

Available Budget	**Purchase Amount**	**After Encumber**
$194,143.96	$25,000.00	$169,143.96

ACTION ALTERNATIVES:

1. Approve funding in the amount of $25,000 for an offer of a Hotel Occupancy Tax Grant for the FY22-23 Budget for ALW Entertainment.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2023-060 - HOT Grant FY23 Funding-ALW Entertainment Duncanville Football Classic

RESOLUTION NO. 2023-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A $25,000.00 HOTEL OCCUPANCY TAX GRANT FOR THE FY 22-23 BUDGET TO ALW ENTERTAINMENT TO DIRECTLY ENHANCE AND DIRECTLY PROMOTING FOR TOURISM, HOTEL AND CONVENTION BUSINESS TO DUNCANVILLE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

SECTION 1. The City of Duncanville, Texas hereby approves a $25,000.00 Hotel Occupancy Tax Grant to ALW Entertainment to allow advertising promotional expenses for advertising to be used for promotion in the Best Southwest, Dallas metroplex, East Texas, Rockledge and Orlando, Florida for the Duncanville Classic, directly promoting for tourism, hotel and convention business to Duncanville, subject to execution of an appropriate grant funding agreement, approved as to form by the City Attorney.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

EXHIBIT "A"

Duncanville
City of Champions

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

State Law: As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:**

a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.

b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.

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

e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in, which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city.

g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
   1. the commercial center of the city;
   2. a convention center in the city;
   3. other hotels in or near the city; or

4. tourist attractions in or near the city.

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

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

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

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

a) **historic information on the number of room nights used during previous years of the same events;**

b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**

c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**

d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

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

EXHIBIT "A"

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

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

Please Submit to: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

EXHIBIT "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: _____03/01/2023_____

Organization Information

Name of Organization: _____ALW ENTERTAINMENT_____

Address: _____731 S. R.L. THORNTON FREEWAY_____

City, State, Zip: _____DALLAS TX 75203_____

Contact Name: ____ULRICK BATES____ Contact Phone Number: ____214-943-2893_

Web Site Address for Event or Sponsoring Entity: _____WWW.ALWE.COM_____

Non-Profit or For-Profit Status: ___FOR PROFIT__ Tax ID #: ____75-2478903_____

Entity's Creation Date: _____

Purpose of your organization: _____

_____Production and execution of live concerts and sporting events._____

_____

_____

Event Information

Name of Event or Project: ____The Duncanville Classic_____

Date of Event or Project: ___09/02/2023_____

Primary Location of Event or Project: _____Duncanville High School Stadium_____

Amount Requested: $__25,000__

How will the funds be used? ____All funds will be used for marketing, radio, print, billboard advertising, radio spot production and radio schedule spots outside of Duncanville Texas with funds earmarked to spend in Rockledge FL and Orlando FL _____

_____

EXHIBIT "A"

Primary Purpose of Funded Activity/Facility:

_____To bring tourism into the City of Duncanville_____

_____

_____

_____

Percentage of Hotel Tax Support of Related Costs

_35%_ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

__0%__ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

__0%__ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

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

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

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

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

_____

_____

_____

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

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

_____

_____

_____

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

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

_____

_____

_____

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

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

_____

_____

_____

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

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

_____

_____

_____

☐ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $__25,000____

How many individuals are expected to participate in the sporting related event? __9,000__

How many of the participants at the sporting related event are expected to be from another city or county? _2,000___

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

Teams and coaches are contractually obligated to star at Duncanville hotels and team fams from Florida out of state and out of city fans outside of the Great Southwest are will be given lists of Duncanville Hotels and restaurants to patronize the weekend of the event.

_____

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

$500 Newspaper ads, $5000 radio ads, $492 direct mail advertising, $3000 digital advertising, $1500 printed flyers, $6,500 television ads, $4,500 Facebook/Instagram ads, $3,500 email marketing and direct text marketing campaigns.

_____

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city**. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

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

_____

_____

_____

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

What tourist attractions will be the subject of the signs?

_____

_____

_____

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

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: __5____
2. Expected Attendance: __9,000___
3. How many people attending the Event or Project will use Duncanville hotels? ___500____

   Number of rooms rented for your event: _250 nights_
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? _____

   ____80 rooms Hilton Garden Inn Duncanville 800 North Main Street___

   _____

   _____

   _____
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
2018	$25,000	135 nights
2020	$25,000	200 nights
2021	$25,000	200 nights

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

EXHIBIT "A"

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? _____

   ____Hotel and restaurant survey, room block usage_____

   _____

7. Please list other organization, government entities, and grants that have offered financial support to your project: _____n/a_____

   _____

   _____

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   __$8-$12 admission_____

   ___Net profit used by ALW Ent. for business operations, payroll etc.
   _____

   _____

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper:	$_500__
Radio:	$_5,000__
TV:	$_6,500__
Other Paid Advertising:	$_13,000_

EXHIBIT "A"

Number of Press Releases/Media Alerts sent to the Media: _50__
Number of Direct Mailings to out-of-town recipients: _2500

Other Promotions: _____

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? __yes_____

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
_____yes_____

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
____discount links to out of state visitors_____

_____

_____

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

_North Texas, Ft Worth, East Texas, Rockledge and Orlando FL_____

14. How many individuals will your proposed marketing reach that are in another city or county?
_250,000_

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

Expected Attendance Monthly/Annually: _____n/a_____

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

Duncanville
City of Champions

EXHIBIT "A"

Please Submit To: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

EXHIBIT "A"

From: Ulrick Bates
Sent: Thursday, October 28, 2021 1:11 PM
To: Al Wash
Subject: Duncanville Classic Impact

Hey Al,

I wanted to share something pretty amazing with you that was a direct result of the Duncanville Classic football game, produced and promoted by our office. During the promotion of the game, while visiting with local business' in Duncanville a discussion about Duncanville's ISD Career & Technical Education Resources came up. As you are aware I own a small auto group that buys, repairs and wholesales exotic and classic vehicles and I am also a Duncanville class of 1993 graduate. My group set in motion a plan to donate new and unused parts to Duncanville High Schools automotive technology department for students, in hopes of helping to assist Duncanville's work in preparing students to continue their automotive technology education or even enter the workforce. I am proud to say that our first parts, with many more to come, were delivered to Mr. Jeff Thorpe at Duncanville High School today. It was a Volkswagen Jetta Electric Power Rack and Pinion valued at over $600. We anticipate that each school year we will now be able to donate thousand of dollars in parts to the department.

Please continue being creative with the events you bring to communities across the country, some of the impact goes unnoticed but believe me it makes a difference.

Ulrick Bates
Marketing Director
ALW Entertainment
731 S. R.L. Thornton Freeway | Dallas, TX | 75203
(214) 943-2893
Live Jazz on the Seawall | Nov 21, 2021 | Galveston Island Conv Center
Joyful Holiday Experience Marvin Sapp | Dec 26, 2021 | Chicago, IL

EXHIBIT "A"


the 2021
GAME classic
Duncanville High School
vs
Mater Dei High School
FRIDAY
AUGUST 27, 2021
7:30PM
KICK OFF
PANTHER STADIUM
#1 RANK TEAM IN THE NATION
MATER DEI MONARCHS FROM CALIFORNIA
WILL BE COMING TO DUNCANVILLE
TO TAKE ON THE PANTHERS.
Tickets Available at Mater Dei Athletic Department
FOR MORE INFO OR TICKETS Google Duncanville Athletics
...Code to Purchase Tickets: MONARCH21...
For TICKETS PLEASE SCAN

EXHIBIT "A"

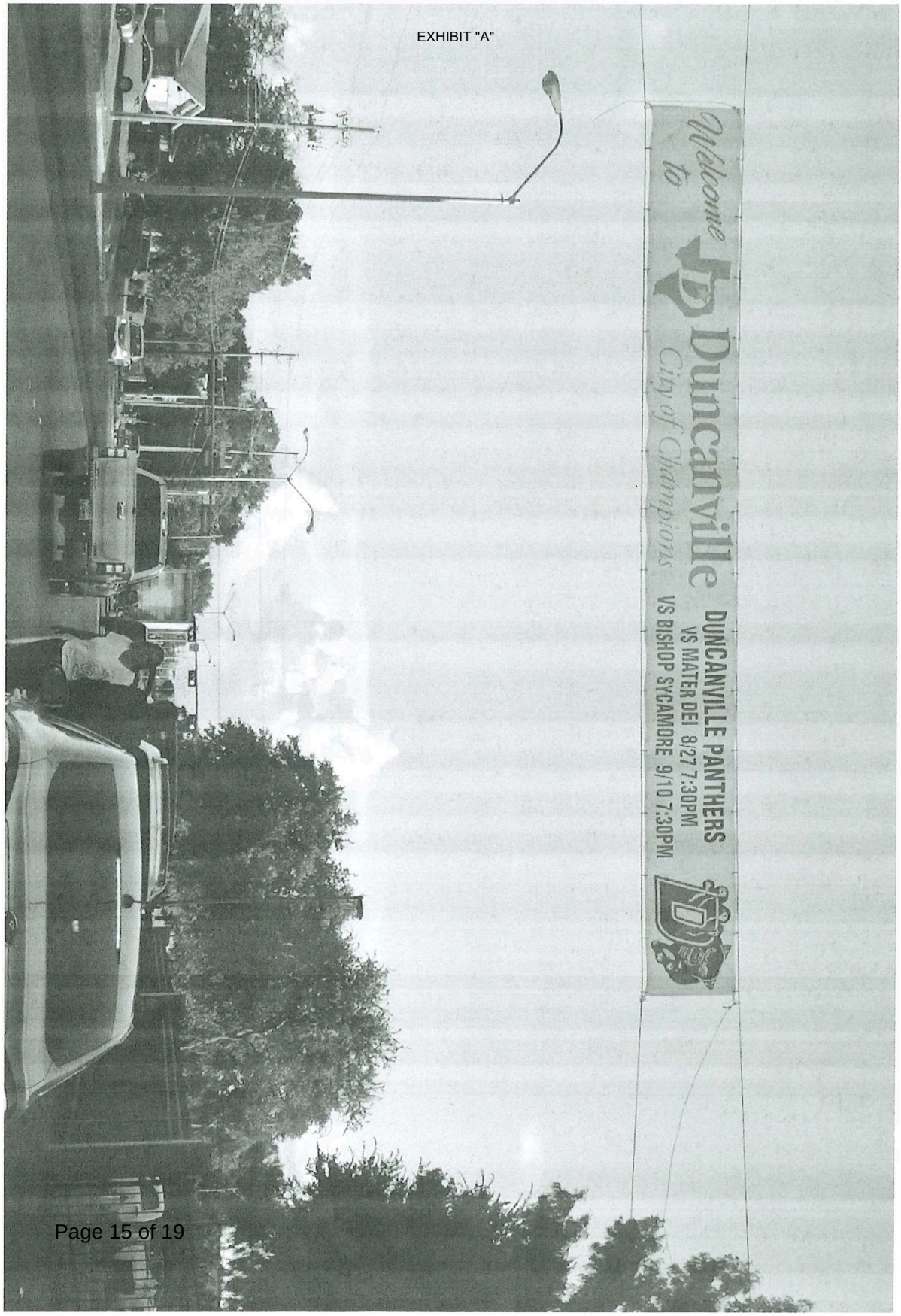

Welcome to
Duncanville
City of Champions
DUNCANVILLE PANTHERS
VS MATER DEI 8/27 7:30PM
VS BISHOP SYCAMORE 9/10 7:30PM

EXHIBIT "A"


Welcome to
Duncanville
City of Champions
DUNCANVILLE PANTHERS
VS MATER DEI 8/27 7:30PM
VS BISHOP SYCAMORE 9/10 7:30PM

EXHIBIT "A"


THE LEGENDS
REGINALD SAMPLES
HEAD COACH, DUNCANVILLE H.S.
34 YEARS - COACHING
PLAY SCHEDULE
BRUCE ROLLINSON
HEAD COACH, MATER DEI H.S.
33 YEARS - COACHING
PLAY SCHEDULE
Duncanville

EXHIBIT "A"

2023 DUNCANVILLE CLASSIC FOOTBALL GAME
SATURDAY SEPTEMBER 2, 2023 DUNCANVILLE STADIUM

Type	Media Outlet/Description	start/run date	end date	gross	net
Advertising					
Digital Advertising		8/4/2023	9/2/2023	$3,000.00	
Radio		8/4/2023	9/2/2023	$5,000.00	
TV		8/4/2023	9/2/2023	$6,500.00	
Billboards		8/4/2023	9/2/2023	$4,000.00	
Flyers		8/1/2023	9/2/2023	$1,500.00	
Social Media		6/30/2023	9/2/2023	$4,500.00	
Printing		7/1/2023	9/2/2023	$2,800.00	
Newspaper Ads		8/4/2023	9/2/2023	$500.00	
Street Team Promotions		7/1/2023	9/2/2023	$1,250.00	
Email Marketing		7/7/2023	9/2/2023	$3,500.00	
Direct Mail		8/4/2023	9/2/2023	$492.00	
			TOTAL	$30,042.00	$0.00

EXHIBIT "A"

2023 DUNCANVILLE CLASSIC FOOTBALL GAME
SATURDAY SEPTEMBER 2, 2023 DUNCANVILLE STADIUM

SCHEDULE OF EVENTS

DATE	EVENT	TIME	LOCATION	
9/1/2023	SPONSOR DINNER	7:00PM	TDB	
9/2/2023	VISITOR TEAM HOTEL CHECKIN			
	STADIUM OPENS	2:00PM	STADIUM OPENS	
		3:00PM	PREGAME	
		4:00PM	KICKOFF	
			HALFTIME	
			TROPHY PRESENTATION	

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Consider a Resolution approving the terms and conditions of a Phased Reimbursement Construction Economic Development Grant to Moore Supply Co. by the Duncanville Community and Economic Development Corporation (DCEDC) in an amount that shall not exceed $434,405.00 for improvements to real property.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Clay Mansell; Economic Development Administrator
Agustin "Gus" Garcia; Managing Director of Development Services

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

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

POLICY EXPLANATION:
The objective of the grant is to incentivize the Applicant to retain and expand their operations in Duncanville to prevent expansion of their operations outside of Duncanville. This would result in the city losing future employment opportunities as well as enhanced sales and ad valorem tax revenue that comes with development and enhanced commerce. Additionally, this business is located on U.S. Highway 67 with significant highway-facing frontage. This business is also located within Opportunity Area 1, as identified within the City of Duncanville Comprehensive Plan. Redevelopment; improved aesthetics, and retail/commercial development is critical to the successful revitalization of Opportunity Area 1.

The Applicant properties have a 2022 market value of $831,470, which generates $5,408.38 in ad valorem tax. The Applicant is proposing capital investment totaling $3,246,905. This would enhance the market values to $4,078,375, which would generate $26,528.20 in ad valorem taxes, **a 490% increase**.

The Applicant generates as of 2022 sales totaling $9,198,250, which generates $183,965 to the city in sales tax. The Applicant projects an increase of approximately $1 million in sales each year over the next ten years totaling an estimated future sales per year of $20 million by year 10, which would generate $400,000 in sales tax revenue per year, **a 217% increase**.

The Applicant currently employs 13 full-time employees and 1 part-time employee. They project the creation of 15 full-time employees.

Total Private Investment: $3,246,905
Total Grant Request: $434,405 (13.38% of proposed total investment)

- Phase 1: $121,905
- Phase 2: $282,500
- Phase 3: $30,000

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) and 708501 (Economic Development Incentives)

Available Budget	Purchase Amount	After Encumber
$2,006,205.85	$434,405	$1,571,800.85

ACTION ALTERNATIVES:

1. Approve the grant request in the amount of $434,405.
2. Do not approve the grant request.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-059 - DCEDC - Moore Supply Co - Pdf

RESOLUTION NO. 2023-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PHASED REIMBURSEMENT CONSTRUCTION ECONOMIC DEVELOPMENT GRANT TO MOORE SUPPLY CO. BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) IN AN AMOUNT THAT SHALL NOT EXCEED $434,405 FOR IMPROVEMENTS TO REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY APPROPRIATE DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Moore Supply Co., occupies the real property located at Block C, Lots 20, 20.1 and 21 of the Crestview Addition to the City of Duncanville, Dallas County Texas; Block C, Lots 11 and 12 of the Crestview Addition to the City of Duncanville, Dallas County Texas; Block C, Lots 22 and 23 of the Crestview Addition to the City of Duncanville, Dallas County Texas; and

WHEREAS, Moore Supply Co intends to improve current facilities and to construct facilities on the Land for retail and wholesale office with warehouse and sales supply and administrative services; and

WHEREAS, the Moore Supply Co. has advised the DCEDC that a contributing factor to the Project that would induce the Company to relocate the Project to the City would be an agreement by the DCEDC to provide an economic development grant to the Company to defray a portion of the relocation costs; and

WHEREAS, the DCEDC desire to return and expand business to the City that will add taxable value and create employment opportunities in the City; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed $434,405; and

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves the terms and conditions of a phased reimbursement construction economic

development grant to Moore Supply Co. by the Duncanville Community and Economic Development Corporation.

SECTION 2. That the City Manager is authorized to execute any appropriate documents that conform to this Resolution, after approval as to form by the City Attorney.

SECTION 3. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

STATE OF TEXAS §
§ **Economic Development Agreement**
§
COUNTY OF DALLAS §

This Economic Development Agreement (this "Agreement") is made by and among the Duncanville Community and Economic Development Corporation (the "DCEDC") and Moore Supply Co. (the "Company"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, the Company is currently located in Dallas County, Texas and desires to remain in Duncanville Texas on certain real property located at address 639 E. Hwy 67, Duncanville, Texas, and being more particularly depicted in **Exhibit "A"** and defined herein as Tracts A, B and C (the "Land") in the City of Duncanville, Texas; and

WHEREAS, the Company intends to improve current facilities and to construct facilities on the Land for retail and wholesale office with warehouse and sales supply and administrative services (the "Project"); and

WHEREAS, the Company has advised the DCEDC that a contributing factor to the Project that would induce the Company to relocate the Project to the City would be an agreement by the DCEDC to provide an economic development grant to the Company to defray a portion of the relocation costs; and

WHEREAS, the DCEDC desire to return and expand business to the City that will add taxable value and create employment opportunities in the City; and

WHEREAS, the retention of the current business and expansive Project in the City will promote economic development, stimulate commercial activity, and will enhance the tax base and economic vitality of the City, County and Region; and

WHEREAS, the DCEDC has adopted programs for promoting economic development; and

WHEREAS, the DCEDC is authorized by the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate industrial, business and commercial activity in the City; and

WHEREAS, the DCEDC has determined that making an economic development grant in accordance with this Agreement will further the objectives of the City, will benefit the City and the City inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

WHEREAS, the Development Corporation Act, Texas Local Government Code, authorizes the DCEDC to fund projects for the creation and retention of primary jobs that are

required for the development of manufacturing and industrial facilities, research and development facilities and to make expenditures its board of directors finds to be required or suitable for infrastructure necessary to promote or develop new or expanded industrial business enterprises; and

WHEREAS, the board of directors of the DCEDC has found that the funding of a portion of the costs for the retain or retention of the Company's business in the City of Duncanville in order to successfully and timely begin its operation which will promote or develop new or expanded business enterprises and qualify as a project under the Development Corporation Act;

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

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"City" shall mean the City of Duncanville, Texas.

"Commercial Sales and Warehouse Facility" shall mean one or more buildings housing offices for wholesale and retail sales for the plumbing supplies and efforts and to house employees of the Company which perform sales, warehousing management, and administrative functions on the Company.

"Company" shall mean Moore Supply Co., and any company that is part of or that owns all or a portion of the Company.

"DCEDC" shall mean the Duncanville Community and Economic Development Corporation.

"Effective Date" shall mean the last date of execution hereof.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy,

war, riot, acts of terrorism, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Expiration Date" shall mean the date that the parties have fully satisfied their respective obligations herein.

"Façade Improvements" shall mean improvements to the physical exterior of real property that is outwardly facing and visible by the general public. Includes improvements to exterior paint, stone, wood, metal, or stucco, decorations, fixtures, features, or any other embellishments found to be aesthetically pleasing that enhance the value of real property.

"Grant 1" shall mean an obligation of the Grantor to fund $121,905.00 to Company for completion of Phase One of the Project subject to the conditions set forth in this Agreement.

"Grant 2" shall mean an obligation of the Grantor to fund $282,500.00 to Company for completion of Phase Two of the Project subject to the conditions set forth in this Agreement.

"Grant 3" shall mean an obligation of the Grantor to fund $30,000.00 to Company for completion of Phase Three of the Project subject to the conditions set forth in this Agreement.

"Grantor" shall collectively mean the DCEDC.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

"Land" shall mean the sum of Tracts A, B and C located, described and depicted on Exhibit A and Exhibit B, which is attached hereto and incorporated herein.

"Phase One (1) Improvement" shall mean the successful replat of Tract C and repaving of the parking lot on Tract C, within twelve (12) months of execution of this Agreement.

"Phase Two (2)" shall mean the successful completion of a fifteen thousand square foot (15,000 sq ft) office/warehouse building constructed and maintained in accordance with federal state and local laws and obtaining a certificate of occupancy for said building on Tract B, within twenty-four (24) months of execution of this Agreement.

Exhibit A

"Phase Three (3)" shall mean the successful completion of a remodel of retail showroom, façade improvement and landscaping upon the issuance of a certificate of occupancy on Tract A, in accordance with federal state and local laws, within thirty-six (36) months of execution of this Agreement.

"Tract A" shall mean Block C, Lots 20, 20.1 and 21 of the Crestview Addition to the City of Duncanville, Dallas County Texas depicted in Exhibit A as Tract A.

"Tract B" shall mean Block C, Lots 11 and 12 of the Crestview Addition to the City of Duncanville, Dallas County Texas depicted in Exhibit A as Tract B.

"Tract C" shall mean Block C, Lots 22 and 23 of the Crestview Addition to the City of Duncanville, Dallas County Texas depicted in Exhibit A as Tract C.

Article II
Term

The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Project; Economic Development Incentives

3.1 **Project(s).** The Company agrees to retain and expand its business of commercial and residential plumbing supplies sales into an existing and newly constructed and remodeled building(s) or other site improvements of real property located on the Land, which is depicted in **Exhibit A,** commonly referred to as the Moore Supply Co. Project, (the 'Land') located in the City of Duncanville, Dallas County, Texas, (hereinafter Project); the Parties agree that DCEDC shall provide three Grants as conditioned and set forth herein as follows:

3.2 **Grant 1**. Upon completion of Phase 1, the DCEDC shall make the Grant 1 payable to company in the amount of $60,952.50 being one-half (1/2) of the Grant after receiving verified receipt of actual cost and final inspection of the work as Phase One (1); the remainder of the Grant 1 will be paid upon the completion of the Phase Two and Phase Three improvements as described herein.

3.3 **Grant 2**. Upon completion of Phase 2, the DCEDC shall make the Grant 2 payable to company in the amount of $141,250.00 being one-half (1/2) of the Grant upon thirty (30) days of completion of the Phase Two (2) improvements and issuance of a certificate of occupancy for such improvements and verification of actual cost of such improvements; the remainder of Grant 2 Funds will be paid upon the completion of Phase Three improvements as described herein.

3.4 **Grant 3**. Upon completion of Phase 3, the DCEDC shall make the Grant 3 payable to company in the amount of $15,000.00 being one-half (1/2) and the total amount upon

thirty (30) days of completion of the Phase Three (3) improvements, issuance of a certificate of occupancy for such improvements and verified actual cost of such improvements; the remainder of Grant 3 Funds will be paid upon the completion of Phase Three improvements as described herein.

3.5 **Current Ownership**. The Grant made hereunder shall be land ownership within the control and/or ownership of Grantor. Under no circumstances shall the obligations of the City and/or the DCEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, the Grantor shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of the Grantor under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Article IV
Conditions to Economic Development Grant

The obligation of the Grantor to pay the Grant shall be conditioned upon the Company's continued compliance with and satisfaction of each of the terms and conditions of terms of the Grant in Article III and this Agreement and each of the conditions set forth below, subject to any Event of Force Majeure.

4.1 The Company agrees that it shall upon application for issuance of certificate of occupancy for the City of Duncanville, notify the DCEDC and provide notice of its satisfaction of the terms of Grants 1, 2 and 3 and receive a Certificate of Occupancy on the respective Grants.

4.2 Company agrees to be current in all obligations to the City of Duncanville including the payment of all impositions, ad valorem, sales or use taxes. Maintain the Land in accordance with local ordinance and in maintaining its obligations under this Agreement. Company agrees that it will comply with all local building codes, fire codes and other electrical, plumbing and permitting requirements of the City of Duncanville.

4.3 The Company shall remain in operation at the location set forth herein for a minimum of fifteen (15) years from the date of the issuance of the Certificate of Occupancy of completion of Phase Three improvements.

4.4 The Company shall operate its day-to-day business in compliance with all state and local codes and ordinances.

4.5 The Company shall within no later than eighteen months cause the construction and occupancy of the Project on the Land within three (3) years of execution of this Agreement and shall maintain operations thereof for fifteen (15) years after the issuance of the first Certificate of Occupancy on the named buildings.

Exhibit A

Article V
Recapture / Default Provisions

5.1 In the event that Company defaults or fails to undertake and/or complete Phase 2 and/or Phase 3 on the condition set forth in Article IV and after notice of default and failure to cure above, the Company, shall pay the DCEDC one hundred percent (100%) of the full amount of the Grant, and/or Grant 2 and Grant 3 subject to the Grant in the amount of $434,405.00, plus interest as provided in Section 6.2, no later than ninety (90) days after receipt of default.

5.2 Upon breach by Company of any obligation under this Agreement, the City shall, including any obligations or conditions as set forth in Article II and III of this Agreement, notify the Company in writing, who shall have thirty (30) days from receipt of the notice in which to cure any default. If the default cannot reasonably be cured within a thirty (30) day period, and the Company has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the period in which the default must be cured shall be extended to provide a reasonable time to cure.

Article VI
Termination

6.1 This Agreement shall terminate upon any one of the following:

(a) by written agreement of the parties;
(b) on the Expiration Date;
(c) by any party in the event the another party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
(d) by the DCEDC, if Company suffers an Event of Bankruptcy or Insolvency;
(e) by DCEDC, if any Impositions owed to the City or the State of Texas by Company shall become delinquent (provided, however the Company retains the right to timely and properly protest and contest any such Impositions); and
(f) by DCEDC, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

6.2 In the event the Grantor terminates the Agreement pursuant to Article VI, the Company shall pay $434,405.00 or amount received under this Agreement as set forth in section 5.2 above, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, from the date of termination until paid.

Article VII

Exhibit A

Miscellaneous

7.1 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

7.2 **Limitation on Liability**. It is understood and agreed between the parties that the Company and the Grantor, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

7.3 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

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

7.5 **Notice**. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for the DCEDC

Attn: Executive Director
Duncanville Community and Economic Development Corporation
203 E. Wheatland Rd.
Duncanville, Texas 75116

With a copy to:

Robert E. Hager, City Attorney
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for the Company:

Attn: _____
_____
_____
Telephone:
Facsimile:

With a copy to:

_____

Telephone:
Facsimile:

7.6 **Entire Agreement**. This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or

written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

7.7 **Governing Law**. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

7.8 **Amendment**. This Agreement may only be amended by a written agreement executed by both parties.

7.9 **Legal Construction**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.10 **Severability.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the parties.

7.11 **Recitals**. The recitals to this Agreement are incorporated herein.

7.12 **Counterparts**. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.13 **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

7.14 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.15 **Successors and Assigns.** This Agreement may not be assigned without the Grantor's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Neither the Company nor its legal representatives or successors in interest shall, by operation of law or otherwise, assign, mortgage, pledge, encumber or otherwise transfer this Agreement or any part hereof, or the interest of the Company under this Agreement, without obtaining the Grantor's prior written consent.

7.16 **Employment of Undocumented Workers.** During the term of this Agreement the Company agrees not to knowingly employ any undocumented workers and if convicted of a

violation under 8 U.S.C. Section 1324a (f), the Company shall repay the amount of the Grant and any other funds received by the Company from the City and/or the DCEDC as of the date of such violation within 120 business days after the date the Company is notified by the City and/or the DCEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid.

7.17 **Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.**

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

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

EXECUTED on this _____ day of _____, 2023.

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

By: _____
_____, President

APPROVED AS TO FORM:

By: _____
Robert E. Hager, City Attorney
(REH/gd TM135590)

Exhibit A

EXECUTED the _____ day of _____, 2023.

MOORE SUPPLY CO.

_____

By:_____
Its: _____, President

EXHIBIT "B"
DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION
INCENTIVE AND GRANT OUTLINE FOR MOORE SUPPLY CO.

The following exhibit outlines the incentive conditions for the Moore Supply Co. (hereinafter the "Applicant") located at 639 E Hwy 67, Duncanville, Texas 75137 to facilitate future investment by the Applicant.

The objective of the grant is to incentivize the Applicant to retain and expand their operations in Duncanville to prevent expansion of their operations outside of Duncanville. This would result in the city losing future employment opportunities as well as enhanced sales and ad valorem tax revenue that comes with development and enhanced commerce. Additionally, this business is located on U.S. Highway 67 with significant highway-facing frontage. This business is also located within Opportunity Area 1, as identified within the City of Duncanville Comprehensive Plan. Redevelopment; improved aesthetics, and retail/commercial development is critical to the successful revitalization of Opportunity Area 1.

The Applicant properties have a 2022 market value of $831,470, which generates $5,408.38 in ad valorem tax. The Applicant is proposing capital investment totaling $3,246,905. This would enhance the market values to $4,078,375, which would generate $26,528.20 in ad valorem taxes, **a 490% increase**.

The Applicant generates as of 2022 sales totaling $9,198,250, which generates $183,965 to the city in sales tax. The Applicant projects an increase of approximately $1 million in sales each year over the next ten years totaling an estimated future sales per year of $20 million by year 10, which would generate $400,000 in sales tax revenue per year, **a 217% increase**.

The Applicant currently employs 13 full-time employees and 1 part-time employee. They project the creation of 15 full-time employees.

To facilitate this investment, the DCEDC authorizes a multi-year grant with stipulations and provisions to ensure the Applicant proceeds with the proposed investment, while providing safeguards for the DCEDC's investment.

- Phase 1 must be completed by the end of calendar year 2023.
- Phase 2 must be completed by the end of calendar year 2024.
- Phase 3 must be completed by the end of calendar year 2025.

Item 1 below depicts a multi-phase / multi-year reimbursement schedule. The Applicant is incentivized to complete all three phases in a timely fashion. If all three phases are not completed, the Applicant only receives 50% of the grant based off which phase they have completed. The incentive structure is to ensure a total investment of approximately $3,246,905 is realized.

Three-year, three phase development agreement with a reimbursement of 50% after each phase and 50% retainage provisions until final completion of Phase 3. After which, all remaining grant funds will be reimbursed.

Total Private Investment: $3,246,905
Total Request: $434,405 (13.38% of proposed total investment)

- Phase 1: $121,905
- Phase 2: $282,500
- Phase 3: $30,000

EXHIBIT "B"
DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION
INCENTIVE AND GRANT OUTLINE FOR MOORE SUPPLY CO.

ITEM 1: MULTI-YEAR GRANT IMBURSEMENT SCHEDULE

	PROPERTY ID	Objective / Metric	Est. Investment by Moore Supply Co.	INTITIAL GRANT – 50%	50% Retainage until total project completion	TOTAL GRANT IF ALL PHASES ARE SATISFACTORILY MET
YEAR 1 – PHASE 1 (complete by end of 2023.	60038500030230000 60038500030220000 (Building C)	Replat the parcels and repave them into code compliance.	$121,905 (paving)	$60,952.50 Reimbursement upon completion of phase 1	$60,952.50 upon completion of all phases	$121,905
YEAR 2 – PHASE 2 (complete by end of 2024)	60038500030210000 60038500030200100 60038500030200000 (Building A)	Construct +/- 15,000 square feet for a new facility for commercial sales.	$2,825,000 (new construction)	$141,250 Reimbursement upon completion of Phase 2	$141,250 upon completion of all phases	$282,500
YEAR 3 – PHASE 3 (complete by end of 2025)	60038500030110000 60038500030120000 (Building B)	Redevelop pre-existing office space into a showroom for high-end residential customer sales.	$300,000 (showroom renovation, landscaping, signage, façade, etc)	$15,000 Reimbursement upon completion of Phase 3	$15,000 Upon completion of all phases	$30,000
TOTAL			**$3,246,905.00**	**$217,202.50**	**$217,202.50**	**$434,405.00**

EXHIBIT "B"
DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION
INCENTIVE AND GRANT OUTLINE FOR MOORE SUPPLY CO.

ITEM 2: DALLAS COUNTY APPRAISAL DISTRICT (DCAD) AERIAL OF PROPERTY ID NUMBERS.

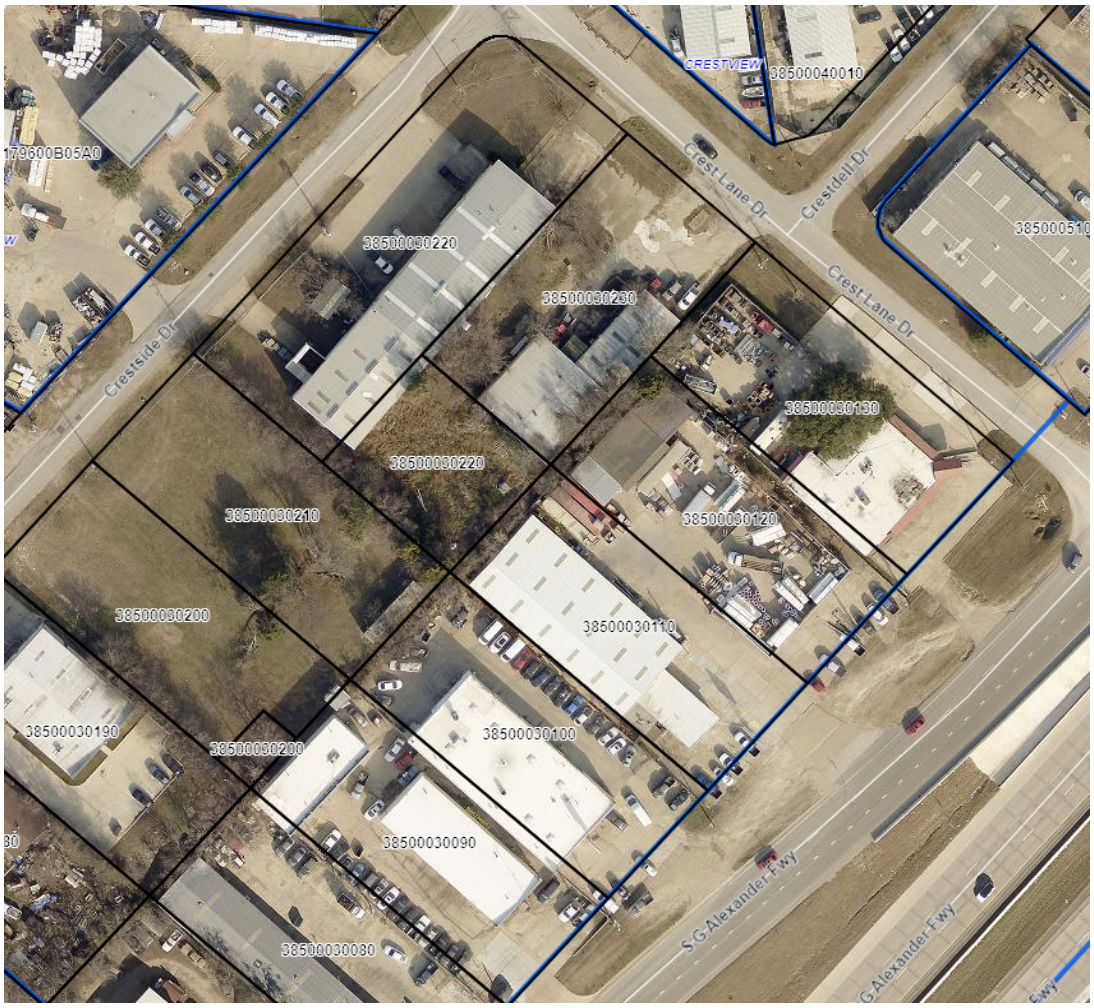
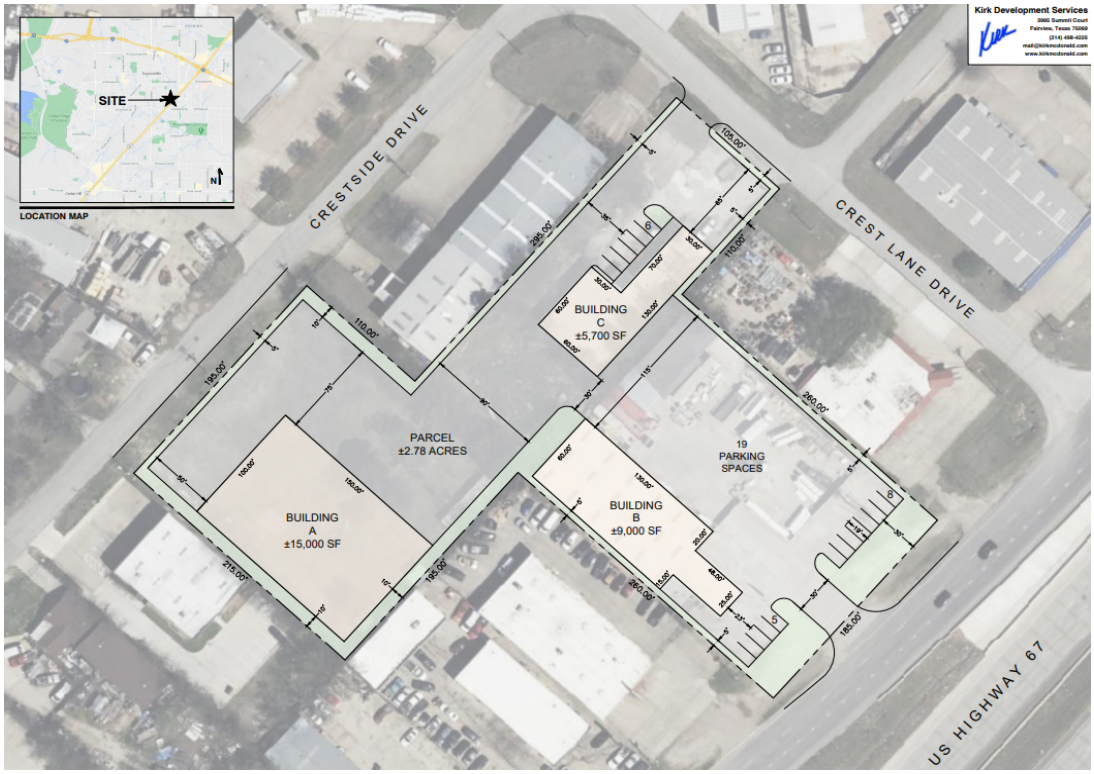


EXHIBIT "B"
DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION
INCENTIVE AND GRANT OUTLINE FOR MOORE SUPPLY CO.

ITEM 3: FUTURE PROPOSED DEVELOPMENT

a. BUILDING A: CONTRACTOR/COMMERCIAL SALES
b. BUILDING B: HIGH-END SHOWROOM FOR RESIDENTIAL CUSTOMERS
c. BUILDING C: WAREHOUSE/STORAGE SPACE



STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Consider a Resolution supporting the options to utilize the investment strategies at Texpool by updating the authorized user listing.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Denise Hickman, Interim Managing Director of Fiscal Services
Agustin "Gus" Garcia, Managing Director of Development Services

BACKGROUND/HISTORY:
As such in keeping with our investment policy and strategy, Management wishes to be able to utilize the investment opportunities provided by Texpool investment. Organized in 1989, TexPool is the largest and oldest local government investment pool in the State of Texas. TexPool currently provides investment services to over 2,750 communities throughout Texas. The State Comptroller of Public Accounts oversees TexPool. TexPool and TexPool *Prime* are managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments.

POLICY EXPLANATION:
The City of Duncanville reviews its investment Policy annually and as part of that review, in keeping with Resolution No. 2023-049, the approved investment policy, Staff proposes to expand its investment opportunities with TexPool, An Investment Service for Public Funds. Staff is submitting the request to Council and the Mayor to approve a resolution amending the City's authorized representatives.

The City's participation in TexPool, An Investment Service for Public Funds is in line with our 2.2.1 Strategy No. 1 – Maintaining liquidity through the use of financial institution deposits, local government investment pools and money market mutual funds. TexPool is requiring an approved Resolution authorized by the Council, signed by the Mayor and City Secretary authorizing new representatives.

FUNDING SOURCE:

ORG and Object Number
n/a

Available Budget	**Purchase Amount**	**After Encumber**
n/a	n/a	n/a

ACTION ALTERNATIVES:

1. Approve the Resolution amending the authorized signers to allow for expanded services with TexPool, An Investment Service for Public Funds.
2. Do not approve the Resolution amending the authorized signers to allow for expanded services with TexPool, An Investment Service for Public Funds.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2023-056 - TexPool Update

RESOLUTION NO. 2023-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, SUPPORTING THE OPTIONS TO UTILIZE THE INVESTMENT STRATEGIES AT TEXPOOL BY UPDATING THE AUTHORIZED USER LISTING; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

SECTION 1. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the City and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2. That an Authorized Representative of the City heretofore provided shall be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representatives are no longer employed and assigned job duties no longer require access to the City's TexPool / TexPool Prime account; and

SECTION 3. That the City authorizes amending the Authorized Representative by Amending Resolution signed by the City; and the additional Authorized Representative is an officer, employee, or agent of the City as Robert D. Brown, Jr, Interim City Manager, David Kees, Interim Assistant City Manager, Denise Hickman, Interim Managing Director of Fiscal Services, and Jatoya Land Estelle, Senior Accountant, shall hereinafter be Authorized Representatives of the City.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Consider a Resolution authorizing a personal service agreement of bank reconciliation services with Bey Accounting & Bookkeeping Services (Attachment 1) in the unit amount with an estimated annual expenditure amount of ninety thousand dollars $90,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Denise Hickman, Interim Managing Director, Fiscal Services

BACKGROUND/HISTORY:

- Bey Accounting & Bookkeeping Services has been supporting the City of Duncanville since September 2022 with ERP (Munis) technical knowledge and accounting services due to financial staff vacancies.
- On May 5, 2023, the City experienced the sudden departure of the Managing Director of Fiscal Services.
- The City is seeking to fill the Managing Director of Fiscal Services vacancy.
- Bey Accounting & Bookkeeping Services would be needed until the FY 2022 Audit has been completed or the Managing Director of Fiscal Services position has been filled.

POLICY EXPLANATION:
As per the City of Duncanville's Charter, Management is responsible for preparing at the end of the fiscal year a complete report on finances for the preceding year in accordance with general accounting principles accepted in the United States of America. Additionally, the Charter requires an independent audit of accounts and other evidence of financial transactions in accordance with auditing standards generally accepted in the United States of America. As such the City purchased an accounting ERP system which contained a bank reconciliation module which although several attempts were made to implement, could not be implemented.

FUNDING SOURCE:

ORG and Object Number
01022000-700450 (Accounting & Reporting -- Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
90,000	90,000	$0.00

ACTION ALTERNATIVES:

- Approve the contract increase for Bey Accounting & Bookkeeping Services in the amount not to exceed $90,000 for the continued support of the external audit.
- Do not approve the contract increase for Bey Accounting & Bookkeeping Services for the continued completion of the FY 2022 Audit.
- Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Bey Contract
Attachment 2 - Resolution No. - 2023-050 - Bey Accounting & Bookkeeping Services - Contract Approval

Attachment 1

Date Submitted From Department:

Contract Log Coversheet

Submit to Purchasing Manager

Submit to Finance

Duncanville
City of Champions

Contract Over $50,000?	Yes ☐	No ☑
City Manager Signature Only?	Yes ☑	No ☐
City Secretary Signature:	Yes ☐	No ☑

5783 Bey Accounting & Bookkeeping Services
Vendor # & Vendor Name

Gloria Bey
Vendor Point of Contact Name

469-883-8523; gloria@beyaccounting.com
Vendor Point of Contact E-mail & Phone #

Fiscal Services/ Edena Atmore
Department / Staff Responsible

Three months
Term Period of Contract

N/A
City Council Agenda Date

Bid Contract # N/A
is assigned by Purchasing Manager

Munis Contract # 3220200
is assigned by Purchasing Manager

Letter to Proceed _____
by Purchasing Manager

Original
Original, Renewal, or Amendment

_____
Project Code or Acct # (CIP, Bond, or 01011100-70000)

N/A
Resolution/ Ordinance #
(if renewal use original Reso/Ord # with R ex. 2020-001R)

$125/Hr. Not to Exceed 15,000
Amount of Contract & Effective Date

☐ **Form 1295 received if going before Council**

Brief Description of Services:

Temporary engagement of a consultant to augment the lean Fiscal Services staff. She will handle the bank reconciliation which has been pending for several past years, and other duties assigned by the Managing Director for Fiscal Services.

Notes for City Manager:

Purchasing Manager's Review 9/06/2022
Finance Director's Signature: 9/6/2020
City Manager's Signature: _____

Revised 11.2021

Reset Form

Bey Accounting and Bookkeeping Services, LLC
475 E. FM 1382 #1882, Cedar Hill, TX 75104
Email: gloria@beyaccounting.com
Website: beyaccounting.com
Mobile: 469-883-8523

Bey Accounting and Bookkeeping Services Agreement

1. **Parties**. This Services Agreement ("Agreement") is made between **City of Duncanville** ("Client") with a principal place of business at 203 E Wheatland Road, Duncanville, TX, and Bey Accounting and Bookkeeping Services ("BABS" or "Contractor"), with a principal place of business at Cedar Hill, Texas. Whereas, the Client and Contractor ("Parties") agree to the following terms and conditions for the Contractor's services, as an independent contractor, in exchange for fees:

2. **Services**. Whereas the Client and Contractor ("Parties") agree to the following services: (Check all that apply)

   ☐ - Accounts Payable
   ☐ - Accounts Receivable
   ☐ - Biweekly Payroll Processing
   ☒ - Bank Reconciliation
   ☐ - Budget Facilitation/Analysis
   ☐ - Cash Flow Management & Analysis
   ☐ - W-2 and Form 1099 Filing Annually
   ☐ - Financial Statements – Balance Sheet and Profit and Loss Statement
   ☐ - Fixed Assets Tracking
   ☐ - Grants Financial Management/Compliance
   ☐ - Internal Board & Senior Management Financial Reporting Presentation
   ☐ - Project Assistance/Staff Augmentation
   ☐ - Credit Card Reconciliations
   ☐ - Payroll Tax Filing
   ☐ - Track Membership Activity & Donations
   ☒ - **Other: Perform tasks related to the financial and accounting functionality of the MUNIS software system and any other services agreed upon by BABS and the client.**

   The aforementioned selections shall be referred to as the "Services". The Contractor shall, at all times, observe and comply with generally accepted accounting principles while complying with all laws, rules and regulations governing the accounting profession imposed by government authorities or professional associations of which Contractor is a member.

3. **Fees**. The Client agrees to pay the Contractor: (check one)

   ☒ - **Per Hour**. $125/ hour for providing the Services.

☐ - **Fixed Amount.** $0 monthly (not including QuickBooks subscription) as the total amount for the Services.
☐ - **Other.** No fee charged for the initial clean-up of accounting records with this agreement.

4. **Payment.** The Client shall pay the Contractor: (check one)

☐ - **Recurring Payment.** ☐ bi-weekly ☐ monthly ☐ quarterly in the amount of $0.
☐ - **Upon Completion.** Upon completion of the Services to the Client in the amount of $_____.
☒ - **Other.** Upon Submission of Invoice to Client– Monthly

5. **Expenses.** The Client shall: (check one)

☐ - **Pay Expenses.** In addition to the Fees provided in Section III, the Client agrees to reimburse the Contractor for any out-of-pocket expenses incurred that include, but are not limited to, travel expenses, taxes, and postage.

☒ - **Not Pay Expenses.** All expenses, including, but not limited to, travel expenses, taxes, and postage shall be the responsibility of the Contractor.

6. **Term.** The Term of this Agreement shall be: (check one)

☐ **Fixed Period.** Starting _____, 20____and ending _____, 20___.

☐ **Ongoing Period.** The arrangement of the Services provided by the Contractor shall be on-going beginning on date to be determined.
☒ **Other.** The contract shall not exceed three (3) months based on mutually agreed hours of work

7. **Termination.** This Agreement shall be: (check one)

☐ - **Terminated by Client.** By providing the Contractor at least 30 days' written notice.
☐ - **Terminated by Contractor.** By providing the Client 30 days' written notice.
☒ **Terminated by Both Parties.** By mutual consent this agreement may be terminated by both parties effective immediately.

The Client shall pay the Contractor, in-full for hours of service which have been provided up to the point of the contract termination.

8. **Client's Obligations.** The Client shall be solely responsible for providing the Contractor all financial information related to their personal and/or business affairs including, but not limited to, all materials, data, and documents necessary to perform the Services under this Agreement. The Client acknowledges and agrees that the accuracy of financial information supplied to the Contractor is the sole responsibility of the Client and the Contractor shall

be held harmless from any liability resulting from the inaccuracy of the financial information provided.

9. **Employment Status**. The Parties agree that the Contractor shall provide the Services to the Client as an independent contractor and shall not be acting or determined to be an employee, agent, or broker.

10. **Confidentiality**. The Contractor, shall in the course of performing the Services hereunder, may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data, documents, discussion, or other information developed by the Contractor hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, electronic or machine-readable form. The Contractor agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the client, disclose such Confidential Information to third (3rd) parties or use such Confidential Information for any purposes other than the performance of its obligations hereunder. The obligations under this section shall survive the termination or expiration of this Agreement.

11. **Notices**. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on the day of delivery if delivered by hand, standard mail, or e-mail during the receiving party's regular business hours.

12. **Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

13. **Dispute Resolution**. Any dispute arising between the Parties in connection with this Agreement, its interpretation, validity, performance, enforceability, breach or termination, shall be settled in an amicable way by the Parties by direct negotiations held in good faith for a term not exceeding 30 (thirty) calendar days. If, upon expiration of the 30-days period, the Parties have not reached an amicable settlement, the dispute may be submitted to the decision of a mutually selected single arbitration and shall be finally settled under the rules of Arbitration of the State of Texas.

14. **Severability**. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

15. **Limitation of Liability**. In no event shall either party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred by the other party arising out of the services provided under this Agreement, even if such party has been advised of the possibility of such damages. In no event will neither party's liability for damages on any claim, loss or liability arising out of or connected with this Agreement shall exceed the amounts paid to the Contractor during

the period immediately preceding the event giving rise to such claim or action by the Client or the limits of the Contractor's professional liability policy, whichever is greater of the errors and omissions policy that is in place.

16. **Indemnification**. To the extent permitted by law, each party shall at its own expense indemnify and hold harmless, and defend such party affiliates, subsidiaries, and assigns its respective officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses, and costs, including attorneys' fees and court costs, which arise directly or indirectly out of or related to any breach of this Agreement or the gross negligence or willful misconduct of a party's employees or agents.

17. **Waiver**. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself to any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

18. **Entire Agreement**. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written.

Client's Signature: Aretha R. Ferrell-Benavides

Client's Printed Name: Aretha R. Ferrell-Benavides

Date: 09-08-2022

Contractor's Signature: Gloria Bey

Contractor's Printed Name: Gloria Bey

Date: 8-30-2022

GLORIA ANN BEY, CPA, MBA

Email: gloria@beyaccounting.com
Phone: (469) 883-8523
475 E FM 1382, #1882
Cedar Hill, TX 75104

EXECUTIVE SUMMARY

Detail-oriented professional possessing strong financial, supervisory, and organizational skills in governmental and not-for-profit entities. Extremely talented at managing departmental operations. Active member of AICPA and TXCPA organizations. Areas of expertise in:

Governmental Accounting	Internal Audit
Budget Development and Analysis	External Audit Preparations
Not for Profit Accounting	Month End and Year End Closings
Grants Financial Management	Financial Reporting

PROFESSIONAL EXPERIENCE

BEY ACCOUNTING & BOOKKEEPING SERVICES, LLC, Cedar Hill, TX — JAN 2022 to Present
CEO
Direct and manage the operations of the accounting firm while providing accounting services to small to mid-sized businesses.

FORT WORTH ISD, Fort Worth, TX
Comptroller, Accounting Department — 2018 to Jan 2022
Manager, Budget Operations — 2008 to 2012
Financial System Implementation Analyst — 2007 to 2008
Internal Auditor — 2003 to 2007
Provide management expertise to all governmental accounting, including grants accounting, accounts payable, fixed assets, while developing internal controls. Responsible for annual financial reports and related audit schedules, prepare and analyze monthly financials for the Board of Trustees, reconcile all funds for monthly and annual closings. Manage PBC Checklist for audits. Key accomplishments include:

- Automated the claims process for Student Health and Related Services (SHARS), resulting in an increase of revenues of approximately 15%
- Implement an electronic employee mileage reimbursement workflow resulting in a time savings of more than 10 hours monthly
- Develop the annual budget of General Fund ($600M), Debt Service ($76M), Food Services ($33M), and Special (Grants) Revenues ($130M)

GRAND PRAIRIE ISD, Grand Prairie, TX — 2017 to 2018
Director, Finance
Direct and manage the business/finance operations of the district, including accounting, payroll, receivables, accounts payable, and campus operations. Review and submit financial PEIMS data. Develop internal controls, prepare annual financial reports and related audit schedules, prepare monthly financials for the Board of Trustees. Manage PBC Checklist for audits. Key accomplishments include:

- Developed and implemented procedures for cash handling, reducing District risk
- Implemented a process to simplify the monthly bank statement reconciliations
- Reduced the number of requisitions, saving district personnel time and speeding the payment process

BIRDVILLE ISD, Haltom City, TX — 2012 to 2017
Director, Accounting Department

Providing exceptional managerial leadership to all accounting, accounts payable, and payroll staff while auditing processes for compliance, develop internal controls, prepare annual financial reports and related audit schedules, manage PBC Checklist for audits, prepare monthly financials for the Board of Trustees, reconcile construction application for payments, directs and supervises bookkeeping at 32 campuses, corrects data for PEIMS submission. Key accomplishments include:

- Supervised the successful conversion of the PeopleSoft payroll system to the new MUNIS payroll system while continuing to accurately pay all District employees
- Implemented Electronic Funds Transfer (EFT) and Active Card Integration (ACI) processes reducing the number of checks generated and increasing the speed with which payments can be processed to vendors, resulting in a $30,000 rebate
- Managed the transition of child nutrition substitutes from hard copy timecards to the KRONOS timekeeping system reducing the number of personnel hours entering data and increasing the accuracy of hours calculation

Northwood University, Fort Worth, TX 2013 to 2015
Adjunct Professor of Accounting
Provide opportunities for students to learn by teaching students in a manner which allows them to grasp the material required for successfully completing accounting courses, developing an effective curriculum conducive to student learning, and make PowerPoint presentations to students as well as using other visual aids necessary for learning.

OPTIMIST INTERNATIONAL, St. Louis, MO 2000 to 2003
Accounting Manager
Responsible for annual budget development and management of U.S. and Canadian budgets for not-for-profit organization while providing senior leadership with necessary financial strategic focus. Analyzed revenue and expenditure accounts and reported variances to senior management. Presented and articulated results of financial position to the Chief Executive Officer and Board of Directors and served as liaison to external auditors. Key accomplishments included:

- Maintained budgetary control over the organization's foundation budgets
- Maintained accounting control over the organization's movable equipment inventory, including capitalization (tagging) and control (physical inventories)
- Maintained accounting control over the organization's assets including current funds, scholarship funds, endowment funds, account reconciliations and bank reconciliations
- Managed the general ledger and all operations of the Accounting Department (accounts payable, fixed assets, accounts receivable) while researching methods to reduce organizational costs

EDUCATION

MASTER OF BUSINESS ADMINISTRATION
HARDIN SIMMONS UNIVERSITY, Abilene, TX, 3.83/4.0 GPA

BACHELOR OF BUSINESS ADMINISTRATION
TEXAS WESLEYAN UNIVERSITY, Fort Worth, TX

COMPUTER SKILLS

Microsoft Word, Microsoft Excel, PowerPoint, Skyward Financial Software, MUNIS Enterprise Resource Planning (ERP) Financial Software, Crystal Reports, Aesop Substitute System, Kronos Timekeeping System, Audit Command Language (ACL), Platinum SQL Software (Epicor), FRx Financial Reporter, Results Plus, Micro Information Products (MIP) Not for Profit Software, Turbo Tax, QuickBooks Desktop, QuickBooks Online Pro Advisor, Zoom, Microsoft Teams

RESOLUTION NO. 2023-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A PERSONAL SERVICE AGREEMENT OF BANK RECONCILIATION SERVICES WITH BEY ACCOUNTING & BOOKKEEPING SERVICES (ATTACHMENT 1) IN THE UNIT AMOUNT WITH AN ESTIMATED ANNUAL EXPENDITURE AMOUNT OF NINETY THOUSAND DOLLARS $90,000.00; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY WORK ORDERS AND/OR DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 6, 2022, the City of Duncanville, Texas entered into the existing contract with Bey Accounting & Bookkeeping Services; and,

WHEREAS, it is necessary to maintain a governmental accounting system that provides full disclosure of accurate financial information to both external users and internal management for the City of Duncanville; and

WHEREAS, Bey Accounting & Bookkeeping Services provides bank reconciliation and Munis Software Services; and

WHEREAS, the City of Duncanville desires to enter into a renewed agreement to provide accounting bank reconciliation services.

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

SECTION 1. The City of Duncanville, Texas, hereby approves the terms and conditions of a personal service agreement with Bey Accounting & Bookkeeping Services to provide bank reconciliation and Munis consultant services, as set forth in Attachment 1; such services shall be compensated at a rate of $125/hr. in an amount not to exceed ninety thousand dollars ($90,000.00).

SECTION 2. Authorizes the Interim City Manager or designee to execute the necessary work orders and/or documents to conform to this Resolution as appropriate.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Consider a Resolution authorizing a contract with T2 Professional Consulting, attached hereto and incorporated herein as Exhibit "A", to provide a highly experienced Local Government Professional to serve as Interim Fiscal Services director for the City, with an estimated cost of $135,960.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Robert D. Brown, Jr., Interim City Manager

BACKGROUND/HISTORY:
Due to the resignation of the City of Duncanville's Fiscal Services Director effective May 26, 2023, the City partnered with SGR to seek services for an interim replacement for the position during the finalization of the Financial Audit process and the fiscal year budgetary processes. SGR solicited the interim position to its pool of consultants and presented a final candidate to staff. Council approved the contract at its June 20, 2023 meeting.

POLICY EXPLANATION:
Strategic Government Resource's selected candidate withdrew from consideration after Council approved the contract. Staff reached out to T2 Professional Consulting upon withdrawal of SGR's candidate, and T2 recommended the services of Mr. Dennis Baldwin. His background in City Government is extensive, and he has several GFOA certifications. The expectation is that approximately half of the total contract amount will be paid in this fiscal year, and the other half will be paid in FY23-24.

FUNDING SOURCE:

ORG and Object Number
01022000 (Accounting and Reporting) 700450 (Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
$117,299.36	$69,810.00	$47,489.36

ACTION ALTERNATIVES:

1. Adopt the resolution.
2. Do not adopt the resolution.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution 2023-061 - Finance Director Contract with T2 Professional Consulting - Pdf

RESOLUTION NO. 2023-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT WITH T2 PROFESSIONAL CONSULTING, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", TO PROVIDE A HIGHLY EXPERIENCED LOCAL GOVERNMENT PROFESSIONAL TO SERVE AS INTERIM FISCAL SERVICES DIRECTOR FOR THE CITY, WITH AN ESTIMATED COST OF $135,960.00; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE CONTRACT DOCUMENTS; PROVIDING A REPEALING CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Fiscal Services Director resigned effective May 26, 2023; and,

WHEREAS, the City Council recognizes the importance of having a qualified professional fill the Interim Fiscal Services Director position to help complete the FY2021-2022 audit, assist with preparations of the FY2023-2024 annual budget, and guide the Fiscal Services Department through the closeout of the 2022-2023 Fiscal Year; and,

WHEREAS, the Interim Fiscal Services Director will provide much needed direction and leadership as a search for a permanent Fiscal Services Director continues; and,

WHEREAS, an agreement was approved with Strategic Government Resources on June 20, 2023; and

WHEREAS, the candidate provided by Strategic Government Resources withdrew from consideration after the agreement had been approved; and,

WHEREAS, T2 Professional Consulting reached out to their network of consultants and provided a candidate to the City; and,

WHEREAS, the candidate's background in City Government is extensive, and he has several GFOA certifications.

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

SECTION 1. The City Council hereby approves entering into a contract with T2 Professional Consulting to provide a highly experienced local government professional to serve as interim Fiscal Services Director for the city, with an estimated cost of $135,960.00, attached hereto and incorporated herein as Exhibit "A"; and authorize the Interim City Manager to execute the contract documents.

SECTION 2. That all provisions in Resolution No. 2023-55 of the City of Duncanville in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the resolutions of the City of Duncanville not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. This resolution shall take effect upon adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

CONSULTING AGREEMENT

This **Consulting Agreement** is dated_____, 20 and is entered into by and between CITY OF DUNCANVILLE, a municipality in the County of Dallas, Texas, with a mailing address of 203 E Wheatland Rd, Duncanville, TX 75116 hereinafter referred to as "City of Duncanville", and T2 PROFESSIONAL CONSULTING, a Texas corporation, with a mailing address of P.O. Box 7130, Fort Worth, TX 76111 (email: info@t2professionalconsulting.com) , hereinafter referred to as "Consultant", to be effective upon approval of the Duncanville City Council and subsequent execution of this Agreement by the Duncanville City Manager, or his duly authorized designee.

For an in consideration of the covenants, attachments, and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

1. **Services**

   City of Duncanville has engaged Consultant to provide services in connection with the business of City of Duncanville, more specifically set forth in **Exhibit A**, and such other services as City of Duncanville and Consultant deem appropriate from time to time and agree to in writing (collectively, the "Consulting Services"). During this Agreement, Consultant shall devote Consultant's time, energy and attention to the benefit and business of City of Duncanville as may be reasonably necessary in performing Consultant's duties pursuant to this Agreement. Any outside work or employment engaged in by Consultant must not interfere or conflict with Consultant's ability to properly perform the Consulting Services or conflict with any provision of this Agreement.

2. **Time and Availability**

   Consultant will devote the time necessary to complete the Consulting Services.

3. **Confidentiality**

   In order for Consultant to perform the Consulting Services, it may be necessary for City of Duncanville to provide Consultant with Confidential Information (as defined below) regarding City of Duncanville's business and products. City of Duncanville will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of City of Duncanville. No reports, information, project evaluation, project design, data or any other documentation developed by, given to, prepared by or assembled by Consultant under this Agreement shall be disclosed or made available to any individual or organization by consultant without the express prior written approval of Council.

4. Standard of Conduct

In rendering Consulting Services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of City of Duncanville without the prior written consent of City of Duncanville. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any person, entity, or organization acquiring any rights of any nature in the results of work performed by or for City of Duncanville.

5. Assistants

Consultant may, at Consultant's own expense, employ or engage the service of such employees or subcontractors as Consultant deems necessary to perform the Consulting Services required by this Agreement (the "Assistants"). Such Assistants are not the employees of City of Duncanville and Consultant shall be wholly responsible for the professional performance of the Services by the Assistants such that the results are satisfactory to City of Duncanville. Should Consultant use any Assistants, no information regarding the services to be performed under this Agreement shall be disclosed to said Assistant until said Assistant has executed an agreement to protect the confidentiality of City of Duncanville's Confidential Information (as defined below) and City of Duncanville's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement.

6. Independent Contractor

Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, City of Duncanville. The manner in which Consulting services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate City of Duncanville in any manner without prior authorization from City of Duncanville.

7. Taxes

Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by City of Duncanville on behalf of Consultant or Consultant's employees. Consultant understands that Consultant is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by City of Duncanville, properly document to City of Duncanville that any and all federal and state taxes have been paid.

8. Benefits

It is expressly agreed and understood that this is not an employment agreement and Consultant will not acquire any employment related rights. Consultant will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of City of Duncanville. No workers' compensation insurance shall be obtained by City of Duncanville covering Consultant or Consultant's employees.

9. Compensation

City of Duncanville shall pay to Consultant for services rendered to City of Duncanville under this Agreement as set forth in **Exhibit B**.

10. Invoices

Consultant shall provide City of Duncanville invoices monthly. City of Duncanville shall pay Consultant within thirty (30) days of receipt of an invoice from Consultant. All invoices should be emailed to accountspayable@duncanvilletx.gov. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Consultant agrees that there shall be no additional charges, surcharges, or penalties to the City of Duncanville for payments made by credit card or electronic funds transfer. The awarding or continuation of this agreement is dependent upon the availability of funding. The City of Duncanville's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. The absence of Appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Consultant. The City of Duncanville shall provide the Consultant written notice of the failure of the City of Duncanville to make an adequate Appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any Appropriation to an amount insufficient to permit the City of Duncanville to pay its obligations under the Agreement. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City of Duncanville.

The City of Duncanville may withhold or set off the entire payment or part of any payment otherwise due the Consultant to such extent as may be necessary on account of:

a. third party claims, which are not covered by the insurance which the Consultant is required to provide, are filed or reasonable evidence indicating probable filing of such claims.
b. failure of the Consultant to pay Subcontractors, or for labor, materials or equipment;
damage to the property of the City of Duncanville or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Consultant;
c. reasonable evidence that the Consultant's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
d. failure of the Consultant to submit proper invoices, with all required attachments and supporting documentation; or
e. failure of the Consultant to comply with any material provision of the Agreement.

11. Reimbursement

City of Duncanville agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the Consulting Services. These expenditures include, but are not limited to, expenses related to travel (i.e., airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditures. These expenditures do not include typical office expenses such as printing, copying and other office supplies, unless set forth in **Exhibit B**. Expenses incurred by Consultant will be reimbursed by City of Duncanville within thirty (30) days of Consultant's proper written submission of a request for reimbursement.

12. Term

This Agreement shall be effective as of the date written on Page 1 and shall continue in full force and effect until all obligations are performed in accordance with the Agreement.

13. Termination

Either party may terminate this Agreement with or without cause by providing fourteen (14) days' advance written notice in which case this Agreement shall terminate fourteen (14) days after receipt

of said notice. City of Duncanville shall render compensation as outlined in Appendix B: Compensation through the Agreement termination date (i.e. 14 days after the date of written notice).

14. Responsibility upon Termination

Any equipment provided by City of Duncanville to Consultant in connection with or furtherance of Consultant's Services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to City of Duncanville. If City of Duncanville elects, Consultant will conduct an exit interview and/or write an exit memorandum upon termination of this Agreement.

15. Confidential Information

15.1 "Confidential Information" means information not generally known and proprietary to City of Duncanville or to a third party for whom City of Duncanville is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of City of Duncanville, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of City of Duncanville, any confidential secret development or research work of City of Duncanville, or any other confidential information or proprietary aspects of the business of City of Duncanville. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by City of Duncanville as being Confidential Information, shall be presumed to be Confidential Information.

15.2 In performing Consulting Services under this Agreement, Consultant may be exposed to and will be required to use certain Confidential Information. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not (a) use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than City of Duncanville, or (b) disclose such Confidential Information without the

written authorization of City of Duncanville, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

15.3 This Agreement shall not prohibit any disclosure that is required by law or court order, provided that (i) Consultant has not intentionally taken actions to trigger such disclosure and, (ii) so long as not prohibited by any applicable law or regulation, City of Duncanville is given reasonable prior written notice and an opportunity to contest or minimize such disclosure.

15.4 Consultant agrees that all Confidential Information and all plans, manuals, and specific materials developed by Consultant on behalf of City of Duncanville in connection with services rendered under this Agreement, are and shall remain the exclusive property of City of Duncanville. Promptly upon the expiration or termination of this Agreement, or upon the request of City of Duncanville, Consultant shall return to City of Duncanville all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

16. Data Protection

Consultant acknowledges that it may have access to certain of City of Duncanville's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Consultant, its employees, agents or contractors, pertaining to City of Duncanville's business or financial affairs, or to City of Duncanville's projects, transactions, clients or customers, Consultant will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of City of Duncanville. Consultant will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Consultant receives or has access to under this Agreement or in connection with the performance of any Services for City of Duncanville. Consultant will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Consultant receives PII related to the performance of this Agreement, Consultant will protect the privacy and legal rights of City of Duncanville's personnel, clients, customers and contractors.

17. Conflict of Interest

Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of City of Duncanville during the duration of this Agreement unless express written authorization to do so is given by City of Duncanville.

18. Non-Solicitation

Consultant covenants and agrees that during the term of this Agreement, Consultant will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise:

(a) solicit, hire for employment or work with, on a part-time, consulting, advising, or any other basis, other than on behalf of City of Duncanville, any employee or independent contractor employed by City of Duncanville while Consultant is performing services for City of Duncanville;

(b) solicit or contact any supplier, license, licensee, business relation, representative, referral sources or agent of City of Duncanville, or any other entity known by Consultant through

Consultant's association with City of Duncanville, for the purpose of inducing them to terminate or modify their relationship with City of Duncanville to City of Duncanville's detriment or take any action which would have such an effect; or

(c) threaten to take any of the actions specified in this Section.

19. Right to Injunctive Relief

Consultant acknowledges that the terms of the Sections of this Agreement entitled Confidential Information, Data Protection, Conflict of Interest, and Non-Solicitation are reasonably necessary to protect the legitimate interests of City of Duncanville, are reasonable in scope and duration, and are not unduly restrictive. Consultant further acknowledges that a breach of any of the terms of the Sections of this Agreement entitled Confidential Information, Data Protection, Conflict of Interest, and Non-Solicitation of this Agreement will render irreparable harm to City of Duncanville, and that a remedy at law for breach of the Agreement is inadequate, and that City of Duncanville shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Consultant acknowledges that an award of damages to City of Duncanville does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

20. Indemnification

Consultant shall defend (with counsel approved by City of Duncanville), indemnify and hold harmless City of Duncanville, its successors, assigns, officers, agents, and employees from and against claims, damages, losses and expenses, including without limitation attorneys' fees, which arise from: (a) the intentional acts, negligent acts or omissions of Consultant, its officers, agents, or employees that causes any type of loss or damage to City of Duncanville; or (b) Consultant's breach of this Agreement. Nothing herein shall be deemed to limit the rights of the City of Duncanville or the consultant (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.

21. Insurance

21.1 Consultant shall procure and maintain in full force and effect during the term of this Agreement professional liability insurance covering Consultant and appropriate personnel provided by Consultant pursuant to this Agreement, including, without limitation, Consultant’s employees and contractors, against errors and omissions arising from services rendered by Consultant pursuant to this Agreement. The professional liability insurance procured by Consultant shall have limits of liability of at least $1,000,000.00 per claim and $2,000,000.00 per annual aggregate.

21.2 Consultant shall be responsible for insuring its own personal property against theft and loss.

21.3 All premiums, costs and expenses associated with such professional liability insurance shall be borne by and paid by Consultant. Such insurance shall be issued by an insurer authorized to do business in the State of Texas.

21.4 Consultant shall furnish City of Duncanville with a certificate of insurance for all insurance required under this Agreement and shall provide for non-cancellation without thirty (30) days' prior written notice to City of Duncanville.

22. Consultant waives all rights against City of Duncanville and its agents, officers, directors and employees for recovery of damages to the extent such damages are covered by Consultant's insurance whether or not such insurance is required to be maintained under this Agreement. Survival

The provisions of the Sections of this Agreement entitled Confidential Information, Data Protection, Conflict of Interest, Non-Solicitation, and Right to Injunctive Relief shall survive the termination of this Agreement and remain in full force and effect thereafter.

23. **Dispute Resolution**

If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association before resorting to arbitration. The parties further agree that, except to the extent prohibited by law, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

24. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws (and not the laws of conflicts) of the State of Texas. Any claim and/or cause of action between the parties shall only be initiated and maintained in the State of Texas. All issues arising from this Agreement shall be resolved in the courts of Dallas County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City of Duncanville to seek and secure injunctive relief from any competent authority as contemplated herein

25. **Complete Agreement**

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

26. **Notice**

All notices under this Agreement shall be provided in writing and shall be deemed to have been duly served if delivered in person or by mail to the address above or by electronic transmission if an email address is provided above.

27. **Invalid provision**

If any one or more of the terms, provisions, covenants or restrictions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

28. **Modification**

This Agreement shall not be altered or amended except in writing signed by both parties. This Agreement, together with all schedules and exhibits, sets forth the entire agreement and understanding between the parties as to the subject matter hereto and supersedes and takes precedence over any prior discussions and agreements between the parties pertaining to the subject

matter hereof, whether written or oral.

29. Waiver of Breach

The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

30. Successors and Assigns

This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by City of Duncanville without Consultant's consent in the event City of Duncanville is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

31. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Agreement.

32. No Conflict

Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement and that performant of Consultant's obligations under this Agreement will not conflict with, result in the breach of or termination of, or constitute a default under any agreement to which Consultant is a party or by which Consultant is or may be bound.

33. Non-Suspension or Debarment Certification

The City of Duncanville is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Agreements. By accepting an Agreement with the City, the Consultant certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

34. Force Majeure: The City of Duncanville, any Customer, and the Consultant shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Duncanville. In the event of an occurrence under this Section, the Consultant will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Consultant continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Consultant shall immediately notify the City of Duncanville City Manager by telephone (to be confirmed in writing within five (5) calendar days after the occurrence of such occurrence) and describe at a reasonable level of detail the circumstances

causing the non-performance or delay in performance.

35. Right to Audit

A. The City of Duncanville shall have the right to audit and make copies of the books, records and computations pertaining to the Agreement. The Consultant shall retain such books, records, documents and other evidence pertaining to the Agreement period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Consultant shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Agreement, and to allow the City of Duncanville similar access to those documents. All books and records will be made available within a 50-mile radius of the City of Duncanville. The cost of the audit will be borne by the City of Duncanville unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Consultant which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Agreement and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the term's "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

36. Warranty – Services

The Consultant warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State and local laws, rules or regulations.

A. The Consultant may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Consultant shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Consultant. The City of Duncanville shall endeavor to give the Consultant written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Consultant is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Agreement from the Consultant and purchase conforming services from other sources. In such event, the Consultant shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

37. Prohibition on Contracts with Companies Boycotting Israel

Consultant acknowledges that in accordance with Chapter 2270 of the Texas Government Code, The City of Duncanville is prohibited from entering into a contract with a company 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. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas

Government Code. ***By signing this agreement, Consultant certifies that Consultant's signature provides written verification to the City of Duncanville that Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

38. Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts City of Duncanville from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Consultant certifies that Consultant's signature provides written verification to the City of Duncanville that the Consultant, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

39. Construction of Terms

If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

40. Time of Essence

Time is of the essence in this Agreement.

41. Counterparts; Electronic Signature

This Agreement may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a party or their approved agent shall be considered valid representations of that party's signature.

42. Advice of Counsel

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS

OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

CONSULTANT	**CITY OF DUNCANVILLE**
T2 Professional Consulting	City of Duncanville
By:	By:
Name: Michael Wilson	Name:
Title: Principal/Chief Executive Officer	Title:
Date: July 6, 2023	Date:
Texas Ethics Commission Certificate Number: _____	

EXHIBIT A

Consulting Services

PROFESSIONAL CONSULTING, COACHING, AND TRAINING SERVICES TO IMPROVE OPERATIONS

1. Provide full-time Interim Finance Director appointee.

CONSULTANT	**CITY OF DUNCANVILLE**
T2 Professional Consulting	City of Duncanville
By:	By:
Name: Michael Wilson	Name:
Title: Principal/Chief Executive Officer	Title:
Date: July 6, 2023	Date:

EXHIBIT B

Compensation

The City of Duncanville agrees to pay $18,200 monthly for the Interim Finance Director appointee provided by Consultant. Additionally, Consultant will pass through to City of Duncanville reasonable travel expenses (with no markup) incurred by the Interim Finance Director appointee. Appointees with permanent residences outside the region will be permitted to and reimbursed for travel to their residences twice monthly.

In lieu of tracking daily lodging and meal expenses, Consultant shall be paid a daily per diem rate based upon the current IRS rates of $154 (lodging) plus $69 (meals) = $223/day. City of Duncanville and Consultant agree that these rates will be updated as the IRS adjusts these rates.

Reimbursable Office Expenses

1. None

CONSULTANT	**CITY OF DUNCANVILLE**
T2 Professional Consulting	City of Duncanville
By:	By:
Name: Michael Wilson	Name:
Title: Principal/Chief Executive Officer	Title:
Date:	Date:

EXHIBIT C

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City of Duncanville may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State.
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 11 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanvilletx.gov with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Conduct a Public Hearing and consider approval of an Ordinance amending the Code of Crdinance by adding new Chapter 12D "Youth Program Standards of Care" providing for organization; providing for definitions; providing for inspections, monitoring, enforcement; providing for enrollment; providing for report of abuse; providing site director qualifications; providing site director responsibilities; providing counselor qualifications; providing counselor responsibilities; providing for training, orientation; providing staff-participant ratio; providing for discipline; providing for programming; providing for communications; providing for transportation; providing for facility standards; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date

Vision Statement:

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

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation
Craig Brasfield, General Manager of the Duncanville Fieldhouse
Tyler Agee, Assistant Director of Parks And Recreation

BACKGROUND/HISTORY:
In 2022, the City Council adopted a Youth Program Standards of Care ordinance to comply with Texas Department of State Health Services' (DSHS) exemption from licensure regulations for municipalities who have camp programs. Staff contacted DSHS and completed all required forms for the exemption, and the only outstanding item is approval of the Youth Program Standards of Care. The Standards of Care are the minimum standards by which the City of Duncanville Parks and Recreation Department will operate the City's youth camp programs. These programs are recreational in nature and are not day care programs. The standards address hiring practices, monitoring of the program, training, staff ratios, discipline, health and safety requirements, and staff responsibilities. DSHS requires a public hearing prior to considering the adoption of the ordinance by the City Council.

Currently, Thomas Hughes is the site Director of the B.O.S.S Summer Camp at the Duncanville Fieldhouse. He oversees the daily operations to ensure exemption qualifications and standards of care are met.

On August 2, 2022 City Council approved the annual adoption of Chapter 12D Youth Programs Standards of Care, Ordinance 2441.

POLICY EXPLANATION:
The youth camps offered through the City of Duncanville are exempt from licensure as observed in the Texas Administrative Code Title 40, Chapter 745.115(3) of the Texas Department of State Health Services (DSHS). This is applicable because the camp programs are operated by a municipality and because they meet the following criteria:

1. The Standards of Care for the programs are annually adopted by ordinance.
2. The Standards of Care include staff ratios and qualifications, facility health and safety standards.
3. The Standards of Care are provided to the parents of each program participant.
4. The parents of each program participant are informed that the program is not licensed by the state.
5. The program is not advertised as childcare.

FUNDING SOURCE:

ORG and Object Number
Not Applicable

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

ACTION ALTERNATIVES:

1. Approve and adopt Chapter 12D of Youth Program Standards of Care.
2. Do not approve Chapter 12D of Youth Program Standards of Care.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Ordinance No 2441 - Youth Program Standards Ordinance 12D
Attachment 2 - Ordinance No. - 2441R - Youth Program Standards Ordinance 12D - renewal

AN ORDINANCE OF THE CITY OF DUNCANVILLE

ORDINANCE NO. 2441

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCE BY ADDING NEW CHAPTER 12D "YOUTH PROGRAM STANDARDS OF CARE" PROVIDING FOR ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR INSPECTIONS, MONITORING, ENFORCEMENT; PROVIDING FOR ENROLLMENT; PROVIDING FOR REPORT OF ABUSE; PROVIDING SITE DIRECTOR QUALIFICATIONS; PROVIDING SITE DIRECTOR RESPONSIBILITIES; PROVIDING COUNSELOR QUALIFICATIONS; PROVIDING COUNSELOR RESPONSIBILITIES; PROVIDING FOR TRAINING, ORIENTATION; PROVIDING STAFF-PARTICIPANT RATIO; PROVIDING FOR DISCIPLINE; PROVIDING FOR PROGRAMMING; PROVIDING FOR COMMUNICATIONS; PROVIDING FOR TRANSPORTATION; PROVIDING FOR FACILITY STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville operates Youth Camps; and

WHEREAS, the City of Duncanville wants to provide a safe and instructive atmosphere.

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

SECTION 1. That Chapter 12D "Youth Programs Standards of Care", shall be added to the Code of Ordinances, which shall read as follows:

"CHAPTER 12D YOUTH PROGRAM STANDARDS OF CARE"

Sec. 12D-1. Generally

The Standards of Care are intended to be minimum standards by which the City of Duncanville Parks and Recreation Department will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not day care programs.

Sec. 12D-2. Organization

A. The governing body of the City of Duncanville Youth Camp Programs is the Duncanville City Council.

B. City of Duncanville Youth Camp Programs are exempt from licensure under state law.

C. Implementation of the Youth Programs Standards of Care is the responsibility of the Parks and Recreation Department Director and Departmental employees.

D. Youth Program ("Program") to which these Standards of Care will apply is the Summer Recreation Program and selected days off from the school calendar.

E. Each Youth Program site will have available for public and staff review a current copy of the Standards of Care.

F. Parents of participants will be provided a current copy of the Standards of Care during the registration process.

G. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:

H. A felony or misdemeanor classified as an offense against a person or family;

I. A felony or misdemeanor classified as public indecency;

J. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;

K. Any offense involving moral turpitude;

L. Any offense that would potentially put youth participants or the City of Duncanville at risk.

M. The parents of each participant shall be provided a copy of the Standards adopted under this Article.

N. The programs administered under this Article are not licensed by the State of Texas and are not considered a child care facility.

Sec. 12D-3. Definitions

City: City of Duncanville.

City Council: City Council of the City of Duncanville.

Department: Parks & Recreation Department of the City of Duncanville.

Director: City of Duncanville Parks & Recreation Department Director or his or her designee.

Employee(s): Term used to describe people who have been hired to work for the City of Duncanville and have been assigned responsibility for managing, administering, or implementing some portion of the Duncanville Youth Programs.

Fieldhouse General Manager: City of Duncanville Parks and Recreation Fieldhouse General Manager.

*Parent(s):*This term will be sued to represent one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in Duncanville Youth Programs.

Participant: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Duncanville Youth Program.

Program Counselor: City of Duncanville Parks & Recreation Department Seasonal/Temporary employee who has been assigned responsibility to implement the City's Youth Program.

Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Duncanville Youth Programs.

Program Site: Area and facilities where Duncanville Youth Programs are held consisting of the Duncanville Independent School District Campus, Recreation Center and the Duncanville Fieldhouse.

Recreation Superintendent: City of Duncanville Parks & Recreation Department's Recreation Manager.

Site Director: City of Duncanville Parks & Recreation Department Seasonal/Temporary employee or contractor who has been assigned responsibility to implement the City's Youth Program.

Youth Programs or Program: City of Duncanville Youth Programs currently consisting of the Summer Recreation Program and selected days off from school.

Sec. 12D-4. Inspections/Monitoring/Enforcement

A. A monthly inspection report will be initiated by the Site Director of each Program to confirm that the Standards of Care are being met.

B. Inspection reports will be sent to the Recreation Superintendent or Fieldhouse General Manager for review and kept on record for at least two (2) years.

C. The Parks & Recreation Department's Recreation Superintendent or Fieldhouse General Manager will review the report and establish deadlines and criteria for compliance with the Standards of Care.

D. The Summer Recreation Program will be inspected twice during its summer schedule. In addition, selected days at the Program Site will be visited during the school year.

E. Complaints regarding enforcement of the Standards of Care will be directed to the Site Director. The Site Director will be responsible to take the necessary steps to resolve the problems. The Site Director will record complaints regarding enforcement of the Standards of Care and their resolution. The Recreation Services Supervisor will address serious complaints regarding enforcement of the Standards of Care and the complaint and resolution will be noted.

F. The Parks & Recreation Department's Recreation Superintendent or Fieldhouse General Manager will make an annual report to the City Council on the overall status of the Youth Program and its operation relative to compliance with the adopted Standards of Care.

Sec. 12D-5. Enrollment

A. Before a child can be enrolled a parent must sign registration forms that contain the child's:

(1) Name, address, home telephone number;

(2) Name and address of parents and telephone number during Program hours;

(3) The names and telephone numbers of people to whom the child can be released or names of those who many not pick them up;

(4) A statement of the child's special problems or needs;

(5) Emergency medical authorization;

(6) Proof of residency when appropriate; and

(7) A liability, transportation, photo and movie waiver

Sec. 12D-6. Report of Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code.

Sec. 12D-7. Site Director Qualifications

A. Site Director will be Seasonal/Temporary professional employees or qualified contractor of the City of Duncanville Parks & Recreation Department and will be required to have all Recreation Site Director qualifications as outlined in this document.

B. Site Director must be at least 21 years old

C. Site Director must have a bachelor's degree from an accredited college or university. Acceptable degrees include:

(1) Recreation Administration or General Recreation

(2) Physical Education, Secondary or Elementary Education

(3) Any other comparable degree plan that would lend itself to working in a public recreation environment

D. Site Director must have two years experience planning and implementing recreational activities.

E. Site Director must pass a background investigation including testing for illegal substances.

F. Site Director must have successfully completed a course in First Aid and Cardio-Pulmonary Resuscitation (CPR) based on either American Heart Association or American Red Cross standards.

G. Site Director must be able to furnish proof of a clear tuberculosis test within 12 months prior to their employment date.

Sec. 12D-8. Site Director's Responsibilities

A. Site Directors are responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

B. Recreation Services Supervisor and Site Directors are responsible to recommend for hire, supervise, and evaluate Counselors. Camp management shall ascertain and have on record information, such as a letter of reference, attesting to the character and integrity of each staff member, and information, such as training certificates, attesting to the ability of each staff member to perform the tasks required in his or her position.

C. Site Directors are responsible for planning, implementing, and evaluating programs.

D. Site Directors will be considered Camp Health Officers. Duties will consist of, but not limited to: dispensing of medication and first aid, records management of incidences, emergencies, and camper's health files.

Sec. 12D-9. Counselor Qualifications

A. Counselors will be Seasonal/Temporary employees of the Parks & Recreation Department.

B. Counselors working with children must be age 17 or older and have completed high school; however, each site will have at least one employee 18 years old or older present at all times.

C. Counselors should be able to consistently exhibit competency, good judgment, and self-control when working with children.

D. Counselors must relate to children with courtesy, respect, tolerance, and patience.

E. Counselors must have successfully completed a course in the First Aid and CP based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site and that personal shall successfully complete a First Aid and CPR course within two weeks of starting work.

F. Each Counselor must be able to furnish proof of a clear tuberculosis test within the 12 months prior to their employment date.

G. Counselors must pass a background investigation including testing for illegal substances.

Sec. 12D-10. Counselor Responsibilities

A. Counselors will be responsible to provide participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

B. Counselors will be responsible to know and follow all City, Departmental, and Program standards, policies and procedures that apply to Duncanville Parks and Recreation Youth Programs.

C. Counselors must ensure that participants are released only to an authorized parent, or an authorized adult designated by the parent. All Program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Counselor.

Sec. 12D-11. Training/Orientation

A. The Department is responsible for providing training and orientation to Program employees in working with children and for specific job responsibilities. Recreation Superintendent or Fieldhouse General Manager will provide each Counselor and Site Director with a Program manual specific to the Youth Program.

B. Program employees must be familiar with the Standards of Care for Youth Program operation as adopted by the City Council.

C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.

D. Program employees will be trained in appropriate procedures to handle emergencies by the Recreation Services Supervisor/professionals in the field.

E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child psychology, and organization.

F. Program employees will be required to sign an acknowledgement that they received the required training.

Sec. 12D-12. Staff-Participant Ratio

A. In a Duncanville Youth Program, the standard ratio of participants to Counselors shall not exceed 20 to 1. In the event a Counselor is unable to report to the Program site, a replacement will be assigned. The camp director shall not be included in the supervisor to camper ratio in camps serving over 50 campers at a time.

B. Each participant shall have a Program employee who is responsible for him or her and who is aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

Sec. 12D-13. Discipline

A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.

B. There must be no cruel or harsh punishment or treatment.

C. Program employees may use brief, supervised separation from the group if necessary.

D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended from the Program.

F. In instances where there is a danger to participants or staff, offending participants will be removed from the Program site as soon as possible.

Sec. 12D-14. Programming

A. Program employees will attempt to provide activities for each group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.

B. Program employees will attempt to provide indoor and outdoor time periods that include:

(1) Alternating active and passive activities,

(2) Opportunity for individual and group activities, and

(3) Outdoor time each day weather permits.

Sec. 12D-15. Communication

A. The Program site will have a mobile phone to allow the site to be contacted by Parks & Recreation personnel or for making emergency calls.

B. The Site Director will post the following telephone numbers, listed in this subsection, adjacent to a mobile phone accessible to all Program employees at the site:

(1) Duncanville Ambulance or Emergency Medical Services;

(2) Duncanville Police Department;

(3) Duncanville Fire Department;

(4) Duncanville Independent School District campuses;

(5) Numbers at which parents may be reached; and

(6) The telephone number for the site itself.

Sec. 12D-16. Transportation

A. Before a participant may be transported to and from city sponsored activities, a transportation form, completed by the parent of the participant, must be filed with the Site Director.

B. First Aid supplies and a First Aid and emergency care guide will be available in all Program vehicles that transport children.

C. All Program vehicles used for transporting participants must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and must be accessible to the adult occupants.

Sec. 12D-17. Safety

A. Program employees will inspect the Program site daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A daily inspection report will be completed by Program employees and kept on file by the Site Director.

B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.

C. Program equipment and supplies must be safe for the participants' use.

D. Program employees must have First Aid supplies readily available at each site, during transportation to an off-site activity, and for the duration of any off-site activity.

E. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.

F. Program porches and platforms more than 30 inches above the ground must be equipped with railing participants can reach.

G. All swing seats at the Program site must be constructed of durable, lightweight, relatively pliable material.

H. Program employees must have First Aid supplies readily available to staff in a designated location. Program employees must have an immediately accessible guide to First Aid and emergency care.

I. Restrooms will be inspected on a frequent basis to insure that no undesirable activity is occurring. Manual logs will be included with inspection reports indicated above to show that staff checks restrooms.

Sec. 12D-18. Fire

A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe are.

B. The Program site will have an annual fire inspection by the local Duncanville Fire Marshalls, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director of Parks & Recreation who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Parks & Recreation annual report to the Council.

C. The Program site must have at least one fire extinguisher approved by the Fire Marshalls readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Site Director, and a monthly report will be forwarded to the Recreation Manager who will keep the report on file for a minimum of two years. All Program employees will be trained in the proper use of fire extinguisher.

D. Fire drills will be initiated at Program sites based on the following schedule:

(1) Summer Recreation Program: A fire drill twice during the session.

Sec. 12D-19. Health

1. Illness or Injury

1. A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to the Program.

2. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.

3. Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.

4. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

2. Program employees will administer medication only if:

    1. Parent(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages. The form will include a hold harmless clause to protect the City.

    2. Prescription medications are in the original containers labeled with the child's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the expiration date.

    3. Nonprescription medications are to be labeled with the child's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. Program employees will administer it only according to label direction.

    4. Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. The Program employees will administer no injections.

    5. Program employees must ensure medications are inaccessible to participants, or if it is necessary to keep the medications in the refrigerator (when available), medications will be kept separate from food.

3. Toilet Facilities

    1. The Program site will have inside toilets located and equipped so children can use them independently and Program staff can supervise as needed.

    2. There must be one flush toiled for every 15 females and 15 males. Urinals may be counted in the ratio of toilets for males, but they must not exceed 70% of the total number of toilets.

3. An appropriate and adequate number of lavatories will be provided.

4. Hand cleanser is required at all times.

D. Sanitation

1. The Program facilities must have adequate light, ventilations, and heat.

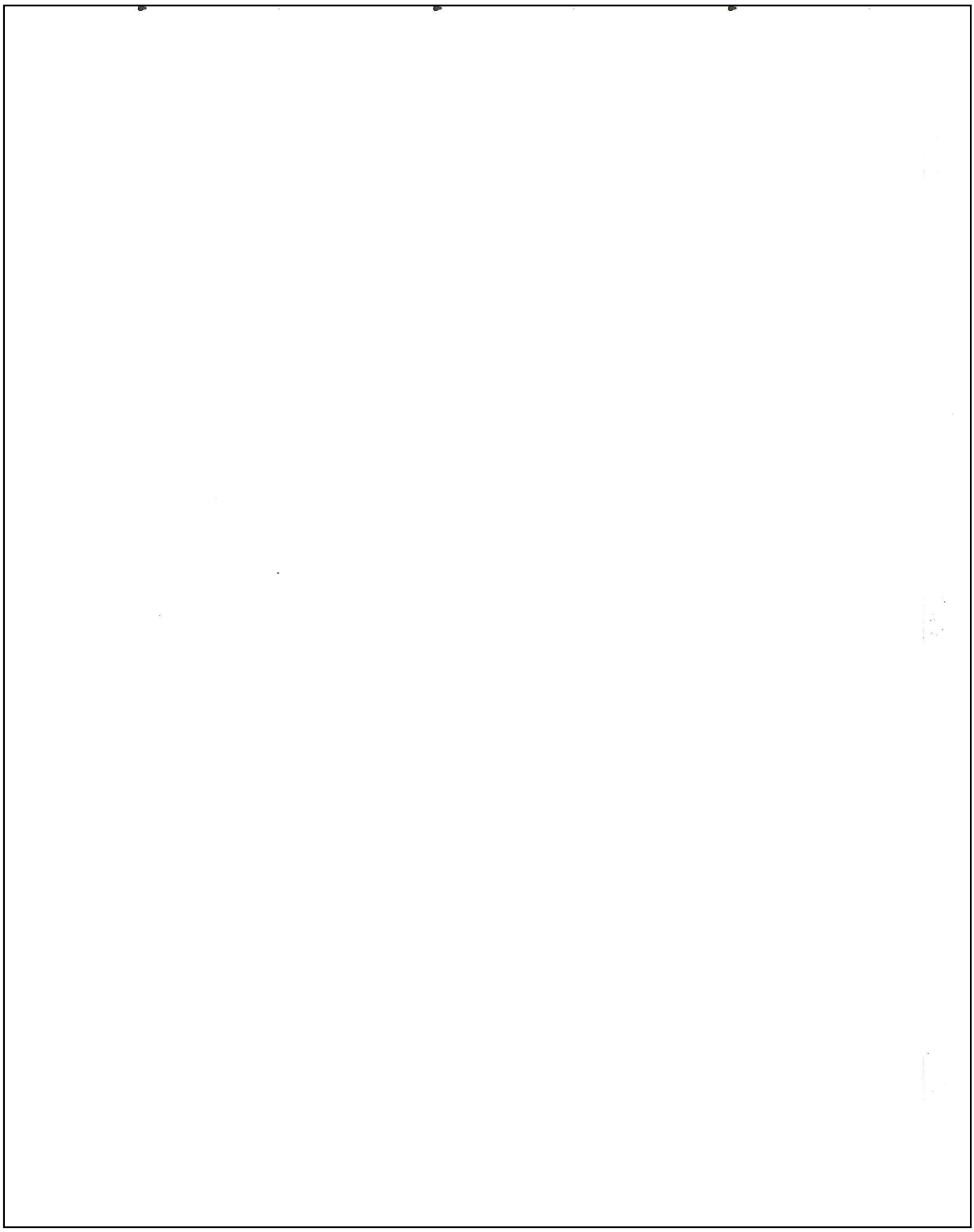
2. The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.

3. Program employees must see that garbage is removed from buildings daily."

SECTION 2. That all provisions of the Ordinances of the City of Duncanville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.



DULY PASSED by the City Council of the City of Duncanville, Texas, this the 2nd day of August, 2022

APPROVED:

Barry L. Gordon, MAYOR

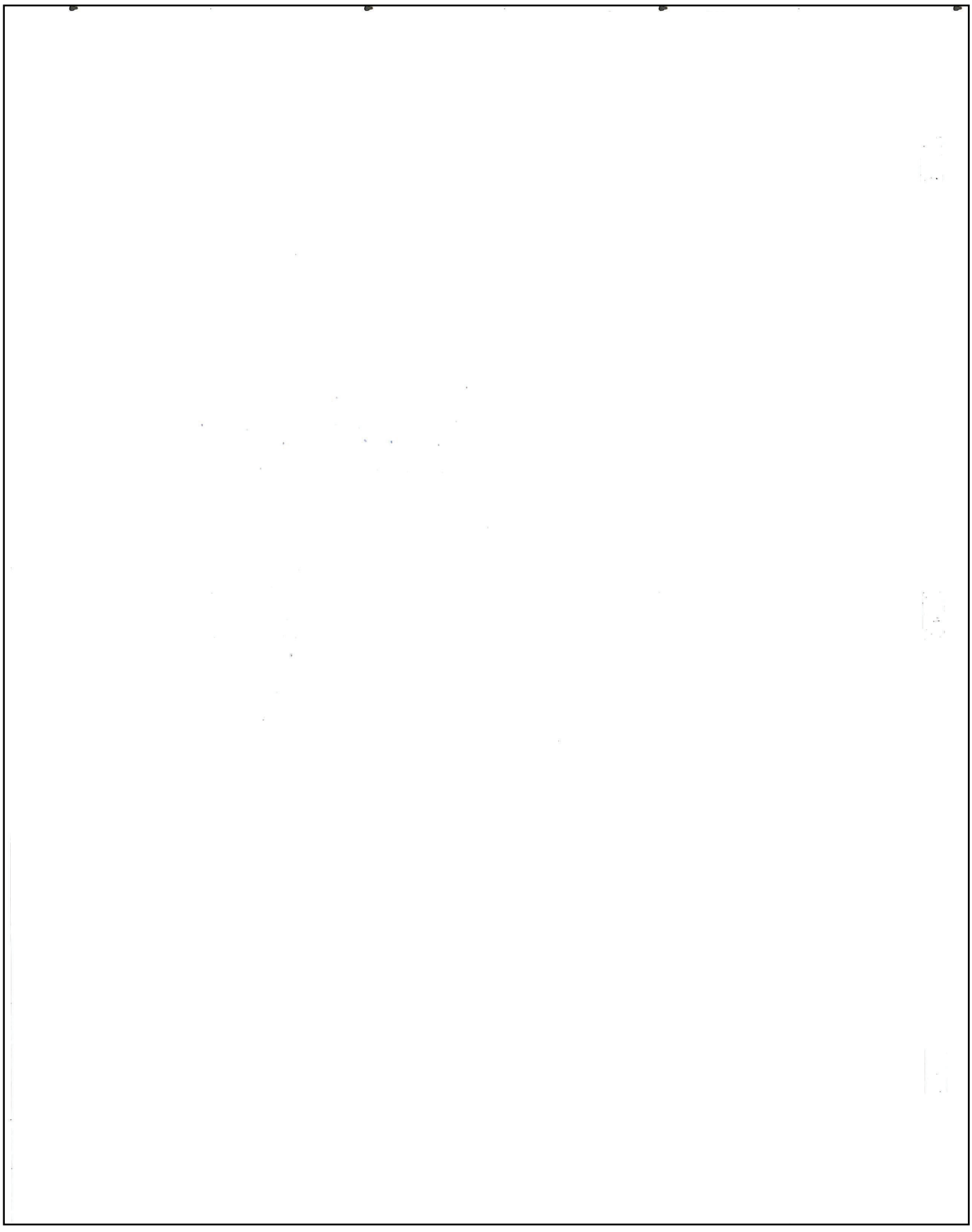
ATTEST:

Kristin Downs, CITY SECRETARY

APPROVED AS TO FORM:

Robert E. Hager, CITY ATTORNEY

CITY OF DUNCANVILLE TEXAS



AN ORDINANCE OF THE CITY OF DUNCANVILLE

ORDINANCE NO. 2441R

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCE BY ADDING NEW CHAPTER 12D "YOUTH PROGRAM STANDARDS OF CARE" PROVIDING FOR ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR INSPECTIONS, MONITORING, ENFORCEMENT; PROVIDING FOR ENROLLMENT; PROVIDING FOR REPORT OF ABUSE; PROVIDING SITE DIRECTOR QUALIFICATIONS; PROVIDING SITE DIRECTOR RESPONSIBILITIES; PROVIDING COUNSELOR QUALIFICATIONS; PROVIDING COUNSELOR RESPONSIBILITIES; PROVIDING FOR TRAINING, ORIENTATION; PROVIDING STAFF-PARTICIPANT RATIO; PROVIDING FOR DISCIPLINE; PROVIDING FOR PROGRAMMING; PROVIDING FOR COMMUNICATIONS; PROVIDING FOR TRANSPORTATION; PROVIDING FOR FACILITY STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville operates Youth Camps; and

WHEREAS, the City of Duncanville wants to provide a safe and instructive atmosphere.

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

SECTION 1. That Chapter 12D "Youth Program Standards of Care", shall be added to the Code of Ordinances, which shall read as follows:

"CHAPTER 12D YOUTH PROGRAM STANDARDS OF CARE

Sec. 12D-1. Generally

The Standards of Care are intended to be minimum standards by which the City of Duncanville Parks and Recreation Department will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not day care programs.

Sec. 12D-2. Organization

A. The governing body of the City of Duncanville Youth Camp Programs is the Duncanville City Council.

B. City of Duncanville Youth Camp Programs are exempt from licensure under state law.

C. Implementation of the Youth Programs Standards of Care is the responsibility of the Parks and Recreation Department Director and Departmental employees.

D. Youth Program ("Program") to which these Standards of Care will apply is the Summer Recreation Program and selected days off from the school calendar.

E. Each Youth Program site will have available for public and staff review a current copy of the Standards of Care.

F. Parents of participants will be provided a current copy of the Standards of Care during the registration process.

G. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:

H. A felony or misdemeanor classified as an offense against a person or family;

I. A felony or misdemeanor classified as public indecency;

J. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;

K. Any offense involving moral turpitude;

L. Any offense that would potentially put youth participants or the City of Duncanville at risk.

M. The parents of each participant shall be provided a copy of the Standards adopted under this Article.

N. The programs administered under this Article are not licensed by the State of Texas and are not considered a child care facility.

Sec. 12D-3. Definitions

City: City of Duncanville.

City Council: City Council of the City of Duncanville.

Department: Parks & Recreation Department of the City of Duncanville.

Director: City of Duncanville Parks & Recreation Department Director or his or her designee.

Employee(s): Term used to describe people who have been hired to work for the City of Duncanville and have been assigned responsibility for managing, administering, or implementing some portion of the Duncanville Youth Programs.

Fieldhouse General Manager: City of Duncanville Parks and Recreation Fieldhouse General Manager.

*Parent(s):*This term will be sued to represent one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in Duncanville Youth Programs.

Participant: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Duncanville Youth Program.

Program Counselor: City of Duncanville Parks & Recreation Department Seasonal/Temporary employee who has been assigned responsibility to implement the City's Youth Program.

Program Manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to Duncanville Youth Programs.

Program Site: Area and facilities where Duncanville Youth Programs are held consisting of the Duncanville Independent School District Campus, Recreation Center and the Duncanville Fieldhouse.

Recreation Superintendent: City of Duncanville Parks & Recreation Department's Recreation Manager.

Site Director: City of Duncanville Parks & Recreation Department Seasonal/Temporary employee or contractor who has been assigned responsibility to implement the City's Youth Program.

Youth Programs or Program: City of Duncanville Youth Programs currently consisting of the Summer Recreation Program and selected days off from school.

Sec. 12D-4. Inspections/Monitoring/Enforcement

A. A monthly inspection report will be initiated by the Site Director of each Program to confirm that the Standards of Care are being met.

B. Inspection reports will be sent to the Recreation Superintendent or Fieldhouse General Manager for review and kept on record for at least two (2) years.

C. The Parks & Recreation Department's Recreation Superintendent or Fieldhouse General Manager will review the report and establish deadlines and criteria for compliance with the Standards of Care.

D. The Summer Recreation Program will be inspected twice during its summer schedule. In addition, selected days at the Program Site will be visited during the school year.

E. Complaints regarding enforcement of the Standards of Care will be directed to the Site Director. The Site Director will be responsible to take the necessary steps to resolve the problems. The Site Director will record complaints regarding enforcement of the Standards of Care and their resolution. The Recreation Services Supervisor will address serious complaints regarding enforcement of the Standards of Care and the complaint and resolution will be noted.

F. The Parks & Recreation Department's Recreation Superintendent or Fieldhouse General Manager will make an annual report to the City Council on the overall status of the Youth Program and its operation relative to compliance with the adopted Standards of Care.

Sec. 12D-5. Enrollment

A. Before a child can be enrolled a parent must sign registration forms that contain the child's:

(1) Name, address, home telephone number;

(2) Name and address of parents and telephone number during Program hours;

(3) The names and telephone numbers of people to whom the child can be released or names of those who many not pick them up;

(4) A statement of the child's special problems or needs;

(5) Emergency medical authorization;

(6) Proof of residency when appropriate; and

(7) A liability, transportation, photo and movie waiver

Sec. 12D-6. Report of Abuse

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code.

Sec. 12D-7. Site Director Qualifications

A. Site Director will be Seasonal/Temporary professional employees or qualified contractor of the City of Duncanville Parks & Recreation Department and will be required to have all Recreation Site Director qualifications as outlined in this document.

B. Site Director must be at least 21 years old

C. Site Director must have a bachelor's degree from an accredited college or university. Acceptable degrees include:

(1) Recreation Administration or General Recreation

(2) Physical Education, Secondary or Elementary Education

(3) Any other comparable degree plan that would lend itself to working in a public recreation environment

D. Site Director must have two years experience planning and implementing recreational activities.

E. Site Director must pass a background investigation including testing for illegal substances.

F. Site Director must have successfully completed a course in First Aid and Cardio-Pulmonary Resuscitation (CPR) based on either American Heart Association or American Red Cross standards.

G. Site Director must be able to furnish proof of a clear tuberculosis test within 12 months prior to their employment date.

Sec. 12D-8. Site Director's Responsibilities

A. Site Directors are responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

B. Recreation Services Supervisor and Site Directors are responsible to recommend for hire, supervise, and evaluate Counselors. Camp management shall ascertain and have on record information, such as a letter of reference, attesting to the character and integrity of each staff member, and information, such as training certificates, attesting to the ability of each staff member to perform the tasks required in his or her position.

C. Site Directors are responsible for planning, implementing, and evaluating programs.

D. Site Directors will be considered Camp Health Officers. Duties will consist of, but not limited to: dispensing of medication and first aid, records management of incidences, emergencies, and camper's health files.

Sec. 12D-9. Counselor Qualifications

A. Counselors will be Seasonal/Temporary employees of the Parks & Recreation Department.

B. Counselors working with children must be age 17 or older and have completed high school; however, each site will have at least one employee 18 years old or older present at all times.

C. Counselors should be able to consistently exhibit competency, good judgment, and self-control when working with children.

D. Counselors must relate to children with courtesy, respect, tolerance, and patience.

E. Counselors must have successfully completed a course in the First Aid and CP based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site and that personal shall successfully complete a First Aid and CPR course within two weeks of starting work.

F. Each Counselor must be able to furnish proof of a clear tuberculosis test within the 12 months prior to their employment date.

G. Counselors must pass a background investigation including testing for illegal substances.

Sec. 12D-10. Counselor Responsibilities

A. Counselors will be responsible to provide participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

B. Counselors will be responsible to know and follow all City, Departmental, and Program standards, policies and procedures that apply to Duncanville Parks and Recreation Youth Programs.

C. Counselors must ensure that participants are released only to an authorized parent, or an authorized adult designated by the parent. All Program sites will have a copy of the Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Counselor.

Sec. 12D-11. Training/Orientation

A. The Department is responsible for providing training and orientation to Program employees in working with children and for specific job responsibilities. Recreation Superintendent or Fieldhouse General Manager will provide each Counselor and Site Director with a Program manual specific to the Youth Program.

B. Program employees must be familiar with the Standards of Care for Youth Program operation as adopted by the City Council.

C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.

D. Program employees will be trained in appropriate procedures to handle emergencies by the Recreation Services Supervisor/professionals in the field.

E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child psychology, and organization.

F. Program employees will be required to sign an acknowledgement that they received the required training.

Sec. 12D-12. Staff-Participant Ratio

A. In a Duncanville Youth Program, the standard ratio of participants to Counselors shall not exceed 20 to 1. In the event a Counselor is unable to report to the Program site, a replacement will be assigned. The camp director shall not be included in the supervisor to camper ratio in camps serving over 50 campers at a time.

B. Each participant shall have a Program employee who is responsible for him or her and who is aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

Sec. 12D-13. Discipline

A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.

B. There must be no cruel or harsh punishment or treatment.

C. Program employees may use brief, supervised separation from the group if necessary.

D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended from the Program.

F. In instances where there is a danger to participants or staff, offending participants will be removed from the Program site as soon as possible.

Sec. 12D-14. Programming

A. Program employees will attempt to provide activities for each group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.

B. Program employees will attempt to provide indoor and outdoor time periods that include:

(1) Alternating active and passive activities,

(2) Opportunity for individual and group activities, and

(3) Outdoor time each day weather permits.

Sec. 12D-15. Communication

A. The Program site will have a mobile phone to allow the site to be contacted by Parks & Recreation personnel or for making emergency calls.

B. The Site Director will post the following telephone numbers, listed in this subsection, adjacent to a mobile phone accessible to all Program employees at the site:

(1) Duncanville Ambulance or Emergency Medical Services;

(2) Duncanville Police Department;

(3) Duncanville Fire Department;

(4) Duncanville Independent School District campuses;

(5) Numbers at which parents may be reached; and

(6) The telephone number for the site itself.

Sec. 12D-16. Transportation

A. Before a participant may be transported to and from city sponsored activities, a transportation form, completed by the parent of the participant, must be filed with the Site Director.

B. First Aid supplies and a First Aid and emergency care guide will be available in all Program vehicles that transport children.

C. All Program vehicles used for transporting participants must have available a 6-BC portable fire extinguisher which will be installed in the passenger compartment of the vehicle and must be accessible to the adult occupants.

Sec. 12D-17. Safety

A. Program employees will inspect the Program site daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A daily inspection report will be completed by Program employees and kept on file by the Site Director.

B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.

C. Program equipment and supplies must be safe for the participants' use.

D. Program employees must have First Aid supplies readily available at each site, during transportation to an off-site activity, and for the duration of any off-site activity.

E. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.

F. Program porches and platforms more than 30 inches above the ground must be equipped with railing participants can reach.

G. All swing seats at the Program site must be constructed of durable, lightweight, relatively pliable material.

H. Program employees must have First Aid supplies readily available to staff in a designated location. Program employees must have an immediately accessible guide to First Aid and emergency care.

I. Restrooms will be inspected on a frequent basis to insure that no undesirable activity is occurring. Manual logs will be included with inspection reports indicated above to show that staff checks restrooms.

Sec. 12D-18. Fire

A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe are.

B. The Program site will have an annual fire inspection by the local Duncanville Fire Marshalls, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director of Parks & Recreation who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Parks & Recreation annual report to the Council.

C. The Program site must have at least one fire extinguisher approved by the Fire Marshalls readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Site Director, and a monthly report will be forwarded to the Recreation Manager who will keep the report on file for a minimum of two years. All Program employees will be trained in the proper use of fire extinguisher.

D. Fire drills will be initiated at Program sites based on the following schedule:

(1) Summer Recreation Program: A fire drill twice during the session.

Sec. 12D-19. Health

1. Illness or Injury

    1. A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to the Program.

    2. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.

    3. Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.

    4. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

2. Program employees will administer medication only if:

    1. Parent(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages. The form will include a hold harmless clause to protect the City.

    2. Prescription medications are in the original containers labeled with the child's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the expiration date.

    3. Nonprescription medications are to be labeled with the child's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. Program employees will administer it only according to label direction.

    4. Medication dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. The Program employees will administer no injections.

    5. Program employees must ensure medications are inaccessible to participants, or if it is necessary to keep the medications in the refrigerator (when available), medications will be kept separate from food.

3. Toilet Facilities

    1. The Program site will have inside toilets located and equipped so children can use them independently and Program staff can supervise as needed.

2. There must be one flush toiled for every 15 females and 15 males. Urinals may be counted in the ratio of toilets for males, but they must not exceed 70% of the total number of toilets.

3. An appropriate and adequate number of lavatories will be provided.

4. Hand cleanser is required at all times.

D. Sanitation

1. The Program facilities must have adequate light, ventilations, and heat.

2. The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.

3. Program employees must see that garbage is removed from buildings daily."

SECTION 2. That all provisions of the Ordinances of the City of Duncanville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas, this the 18th day of July, 2023

APPROVED:

_____
Barry L. Gordon, MAYOR

ATTEST:

_____
Kristin Downs, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

_____
Robert E. Hager, CITY ATTORNEY

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Plan dated September 19, 2017, adopted by Ordinance No. 2317, is hereby amended by amending, chapter 2: future land use, page 68, by revising references to opportunity Area 8, to reflect the inclusion of a nature conservation area; by amending Comprehensive Plan Map, attached hereto and incorporated herein as Exhibit "A"; by amending, Chapter 4, Quality of Life, by amending page 116.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Comprehensive Plan
Opportunity Area 8 is located on the northeast intersection of West Danieldale Road and South Sante Fe Trail and spans east to Cedar Hill Road. The Comprehensive Plan mentions that Opportunity Area 8 contains roughly 40 acres of developable land. The opportunity area is currently vacant, though a gas pipeline easement as well as creek and floodplain areas will warrant future consideration. Opportunity Area 8, which abuts residential to the north, has access to all three adjacent major roadways. While this area is one of the smallest opportunity areas in size, it is the only one that is completely vacant.

Background
The subject property was granted to the City of Duncanville by Bob Ladd on April, 2, 1998, with restrictions. The City of Duncanville currently maintains the property as open space. In 2017, the property was identified as an Opportunity Area with the adoption of the Comprehensive Plan. In May of 2019 the City of Duncanville advertised the property for development through a RFP. On November

15, 2022, City Council instructed the City Manager and City Secretary to denominate the Ladd property as a nature area.

Process
The vision for the area described in the Comprehensive Plan is quite different than that of the public. Two community meetings were held on March 9th and 23rd in which staff observed an overwhelming outpour of support for Opportunity Area 8 to be reclassified as a Nature Preserve. In order to establish a Nature Preserve on the property the following four procedures must take place:

1. Opportunity Area 8 must be removed from the Future Land Use Plan
2. *Nature Preserve* must be defined and added to the Comprehensive Zoning Ordinance as a land use
3. *Nature Preserve* must be defined and added to the Comprehensive Zoning Ordinance as a zoning district
4. A zoning change from the existing zoning of Planned Development District (PD) to the newly established zoning district Nature Preserve District (NP) must take place

Planning and Zoning Commission Action
On Monday, June 12, 2023, the Planning and Zoning Commission approved the item by a vote of 4 to 0.

POLICY EXPLANATION:
Request
The request is to remove Opportunity Area 8 from the Future Land Use Map.

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Ordinance No. - 2487 - Opportunity Area 8

ORDINANCE NO. 2317R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE PLAN DATED SEPTEMBER 19, 2017, ADOPTED BY ORDINANCE NO. 2317, IS HEREBY AMENDED BY AMENDING, CHAPTER 2: FUTURE LAND USE, PAGE 68, BY REVISING REFERENCES TO OPPORTUNITY AREA 8, TO REFLECT THE INCLUSION OF A NATURE CONSERVATION AREA; BY AMENDING COMPREHENSIVE PLAN MAP, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; BY AMENDING, CHAPTER 4, QUALITY OF LIFE, BY AMENDING PAGE 116; PROVIDING FOR REPEALING CLAUSE, PROVIDING FOR SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas desires to amend the Destination Duncanville, Comprehensive Plan dated September 19, 2017, Ordinance No. 2317, hereinafter the Comprehensive Plan; and

WHEREAS, the City of Duncanville has complied with the legal requirements to amend its Comprehensive Plan; and

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

SECTION 1. That the Comprehensive Plan of the City of Duncanville, entitled Destination Duncanville, a Comprehensive Plan, dated September 19, 2017, adopted by Ordinance No. 2317, is hereby amended by amending, Chapter 2: Future Land Use, page 68, by revising references to Opportunity Area 8, to reflect the inclusion of a nature conservation area, and should be hereinafter noted as Open Space; to hereinafter read as follows:

"**CHAPTER 2: FUTURE LAND USE**

FUTURE LAND USE PLAN (FLUP)

. . . . .

OPPORTUNITY AREA 8

Assessment

. . . . .

Vision

4862-5419-3264, v. 1

Opportunity Area 8 . . . . In addition, the area is deemed to be a candidate for open space and should be deemed a conversation area and green space free from commercial residential development.

Strategies

Achieving . . . . .”

SECTION 2. That the map of said Comprehensive Plan is hereby amended as set forth in Exhibit ‘A’.

SECTION 3. That the Comprehensive Plan is hereby amended by amending, Chapter 4, Quality of Life, pages 89 – 138 is hereby amended by adding the following on page 116 to hereinafter read as follows:

“**CHAPTER 4: QUALITY OF LIFE**

Methodology

. . . . .

Environmental Beautification Programs

. . . . .

Duncanville desires to provide Conservation areas to preserve environmental significant nature areas free from commercial or residential development to protect natural botanical and wildlife species.

Event Programming . . . . .”

SECTION 4. That all provisions of the ordinances of the City of Duncanville, Texas, in conflict with the provisions of this Ordinance amendment be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Ordinance amendment shall remain in full force and effect.

SECTION 5. That should any word, phrase, paragraph, or section of this Ordinance be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Ordinance as a whole.

SECTION 6. That this Ordinance amendment shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____
Barry L. Gordon, Mayor

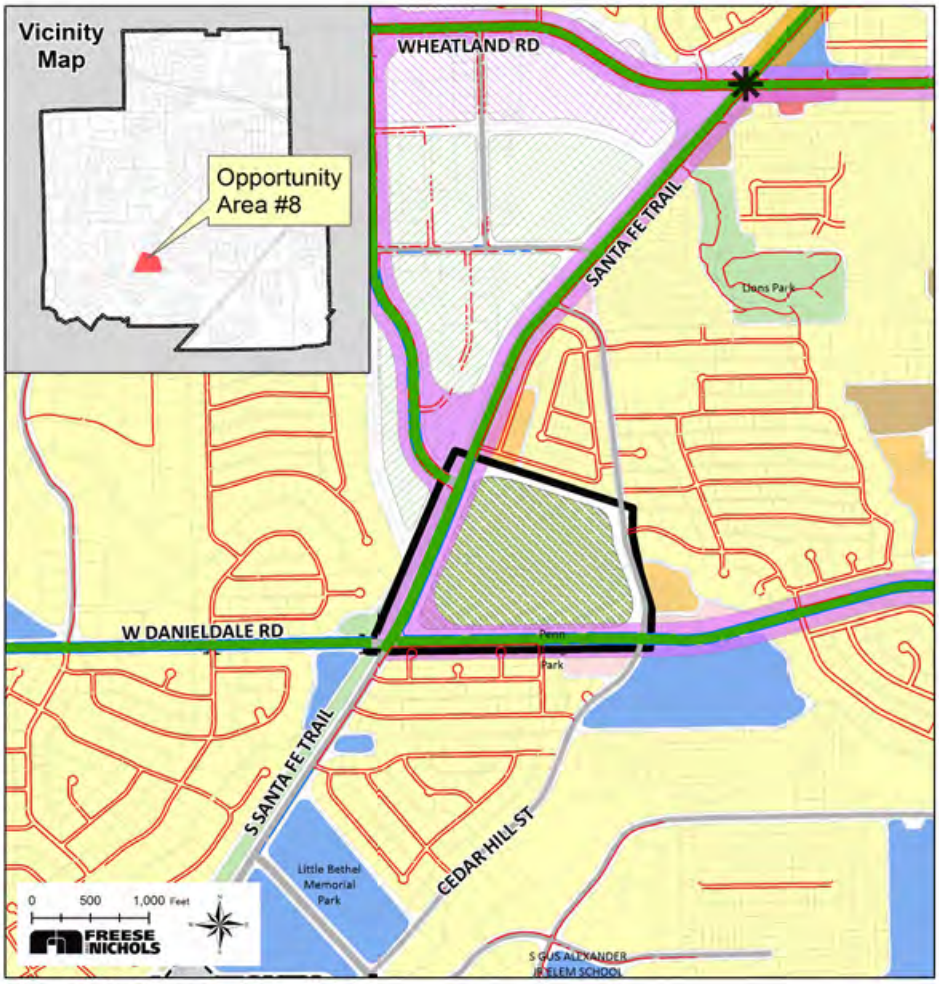
ATTEST:

_____
Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

EXHIBIT
'A'



Opportunity Area 8 Map

Future Land Use
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Office
- Retail/Commercial
- Industrial
- Parks and Open Space
- Public/Semi-Public (ISD)

Transportation Improvements
- Potential Roadway Improvements
- Potential Realignment
- New Sidewalk
- Existing Sidewalk

Gateways
- Major Gateway
- Minor Gateway
- District/Area Entry
- Image Zone (Priority)
- Image Zone (Long Term/Low Priority)
- City Limits

4862-5419-3264, v. 1

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Conduct a Public Hearing and consider an Ordinance by amending Appendix A 'Zoning Ordinance', Article II 'Zoning Districts', Sections 2.01 'Special Zoning Districts Subsection C 'Conservation Open Space District (COD); by amending Article III. 'Land Uses' Sections 3.03 'Use Chart', 3.04 'additional use regulations', by amending Article VI 'Definitions'.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Background
The city of Duncanville has recognized the demand for the establishment of a new land use that will allow for resource protection, passive recreation, and environmental education. This new land use will allow for the protection of an area's flora, fauna, and physical features. Through community engagement and study of best practices, it has been determined that creating a new land use and a new zoning district is the most appropriate manner to achieve the goals and desires of the community for such a use.

Land Use
The Permitted Use Chart in Section 3.03. of the Comprehensive Zoning Ordinance lists the following categories of land uses:

- Residential Uses
- Accessory and Incidental Uses

- Educational, Institutional, Public, and Special Uses
- Recreational and Entertainment Uses
- Retail and Service Uses
- Commercial and Industrial Uses
- Automobile and Transportation Uses

The two categories that make the most sense are Educational, Institutional, Public, and Special Uses and Recreational and Entertainment Uses. Elements of Special Uses are evident as the use *Nature Preserve* is certainly a special use. However, the most similar existing land use *Park, Public* is categorized under Recreational and Entertainment Uses.

Planning and Zoning Commission Action
On Monday, June 12, 2023, the Planning and Zoning Commission approved the item by a vote of 4 to 0.

POLICY EXPLANATION:
Definition
An area intended to remain in a predominately natural or undeveloped state to provide resource protection, passive recreation, and environmental education for present and future generations.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Legal Advertisement
Attachment 2 - Ordinance No. - 2485 - Zoning Districts - Special Zoning Districts Subsection C

ATTACHMENT 1

Advertise 1 time - By May 30

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2023-17

A public hearing will be held before the Planning and Zoning Commission on Monday, June 12, 2023, at 7:00 p.m., and before City Council on Tuesday, July 18, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the city of Duncanville, Applicant, for a text amendment to add the use of Nature Preserve to the Duncanville Comprehensive Zoning Ordinance.

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

CITY OF DUNCANVILLE
Kristin Downs
Interim City Secretary

Nathan Warren
Senior Planner

ORDINANCE NO. 2485

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A 'ZONING ORDINANCE', ARTICLE II 'ZONING DISTRICTS', SECTIONS 2.01 'SPECIAL ZONING DISTRICTS SUBSECTION C 'CONSERVATION OPEN SPACE DISTRICT (COD); BY AMENDING ARTICLE III. 'LAND USES' SECTIONS 3.03 'USE CHART', 3.04 'ADDITIONAL USE REGULATIONS', BY AMENDING ARTICLE VI 'DEFINITIONS'; PROVIDING A PENALTY CLAUSE; SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to amend its Zoning Ordinance in the Code of Ordinances; and

WHEREAS, the City Council of the City has determined that amending said sections of the Code of Ordinances promotes safety, and welfare of the city and its residents.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article II 'Zoning Districts', Section 2.05 'Special Zoning District', Subsection 'C' to hereinafter read as follows:

"**Appendix A – ZONING ORDINANCE**

Article I. General Provisions . . . . .

Article II. - Zoning Districts

Sec. 2.01. Zoning districts established.

. . . . .

Sec. 2.05. Special zoning districts

A. . . . .

. . . . .

C. Conservation open space district (COD)

1. Purpose. To provide publicly or privately owned real property for permanent open space or preservation purposes and would require limitations or affirmative obligations designed to protect natural, scenic or open space including passive recreation, wildlife habitat, ecological,

geological, and historical preservation, water quality protection, air purification, science education, nature observation, and continuity of aesthetic open space and natural areas; and, to minimize or constrain the impact of human activity to protect nature and flora and animal species. Such preserved area will not generally contain manmade facilities or improvements but may contain such improvements that directly support passive recreational activities and provide minimal impact on natural conditions of the real property.

2. Any such Designation Use shall provide for the development regulations which shall address the following:

a) Publicly or private owned Open Natural Areas
b) Conservation area or easement
c) Paths and trails, including foot bridges and pedestrian links
d) Location, design of other passive improvements
e) Open Space Uses, which establish, use and maintenance of land in its natural state or the provision of such uses which are compatible with the natural state and environment.
f) Low-impact structures that serve to restore and enhance ecological processes to public education.
g) Other uses and structures consistent or incidental to the stated purpose of the Greenspace/Preservation District not in conflict with the above permitted uses.
h) Buffering, berms or other visual or sound mitigation which will not purpose of the area in conflict.
i) Parking areas with approve natural permeable surfaces
j) Prohibit Motorized Vehicular access except emergency vehicles, City of Duncanville projects and activities consistent with the goals and objectives of the Greenspace/Preservation District.
k) Boundary fences and signage.
l) Establish hours of operation
m) Designate points of public access

”

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article III ‘Land Uses’, Section 3.03. ‘Permitted use chart’ to hereinafter read as follows:

“**Appendix A – ZONING ORDINANCE**

Article I. General Provisions

. . . . .

Article III. – Land Uses

Sec. 3.01. Uses permitted by district.

. . . . .

Sec. 3.03. Permitted use chart.

a) Passive nature areas
b) Educational facility
c) Ecological / environmental / research facility
d) Parking lot or public gathering space with preamble vehicle and pedestrian areas
e) Open space / nature areas

	COD
Residential Uses (none)	
. . . . .	
Accessory Uses	
Outdoor Display	○
Wind energy	○
Educational, ...	
Community Center Public	○
Public Facility Use	○
Research and Development	●
School,	●
College School Public	●
Recreational	
Amusement, Outdoor (Temporary)	
Park, Public	○
Retail (none)	○
Commercial (none)	○
Automobile (none)	

”

SECTION 3. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article III ‘Land Uses’, Section 3.04. ‘Additional Use Regulations’ by adding subsection H, to hereinafter read as follows:

“**Appendix A – ZONING ORDINANCE**

Article I. General Provisions

. . . . .

Article III. – Land Uses

Sec. 3.01. . . . .

. . . . .

Sec. 3.04. Additional Use Regulations.

The following requirements correspond to each use as designated within the "Additional Regulations" column of Section 3.03. Permitted Use Chart.

A. Residential uses.

. . . . .

H. Conservation Uses

1. Open space nature areas
2. Path trails, foot bridges and pedestrian areas
3. Passive signage identified flora species
4. Maintenance requirements
5. Low impact fence on non-pedestrian areas
6. Buffering, berms, and sound mitigation
7. Parking areas
8. Boundary fencing
9. Designation of hours of operation"

SECTION 4. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article VII 'Definitions', Section 7.02. 'Land use terms' by adding subsection H, to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions

. . . . .

Article VII. – Definitions

Sec. 7.01. – General . . . . .

Sec. 7.02. – Land Use Terms.

The following terms are the land use types that correspond to Section 3.03. Permitted Use Chart.

A. Residential uses.

. . . . .

C. Conservation Area, Environmental: shall mean land area of real property in its natural state conserving or protecting natural resources and/or environmental quality which protect quality or quantity of ground water, surface water, fisheries, vegetative community or wildlife habitats, minerals with natural historical or aesthetic significance."

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 7. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 18th day of July 2023.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney
TM 133862

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Conduct a Public Hearing and consider an Ordinance amending Appendix A 'Zoning Ordinance', Article II 'Zoning Districts', Sections 2.01 'Special Zoning Districts Subsection C 'Conservation Open Space District (COD); by amending Article III. 'Land Uses' Sections 3.03 'Use Chart', 3.04 'Additional Use Regulations', by amending Article VI 'Definitions'.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Background
As mentioned previously, establishment of a nature preserve is a four-fold process. By removing Opportunity Area 8 from the Future Land Use Plan, the ability to establish a nature preserve becomes possible. The previous item added and defined the land use *Nature Preserve* to the Comprehensive Zoning Ordinance. Now it is time to determine in which zoning districts this new use is allowed. Rather than picking and choosing existing zoning districts that would permit this new use, the request to establish a new zoning district, *Nature Preserve*, is being presented now.

Zoning Districts
In Article 2 of the Comprehensive Zoning Ordinance, the three categories of zoning districts (Residential, Nonresidential, and Special) are found. When determining where to place the new zoning district, *Nature Preserve*, residential is immediately eliminated. Upon examining nonresidential zoning districts and special zoning districts, it becomes clear that this use best fits under the Special Zoning

Districts category. The Comprehensive Zoning Ordinance calls out a section titled “Purpose” in which a brief description of the district is defined.

Planning and Zoning Commission Action
On Monday, June 12, 2023, the Planning and Zoning Commission approved the item by a vote of 4 to 0.

POLICY EXPLANATION:
Purpose
The purpose of the NP, Nature Preserve District is to preserve natural areas for community benefit. The intent of this district is to protect the flora, fauna, and physical features of an area while allowing resource protection, passive recreation, and environmental education for present and future generations. Limited development and erection of structures, such as pavilions, amphitheaters, restrooms, are permitted with the vision of minimally impacting the natural state of the property. This district is to act as a hub for greenspace, open space, and trail networks in which visitors can appreciate the natural landscape that these special areas offer.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Legal Ad
Attachment 2 - Ordinance No. - 2486 - Special Zoning Districts Sub C - Open Space District

ATTACHMENT 1

Advertise 1 time - By May 30

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2023-18

A public hearing will be held before the Planning and Zoning Commission on Monday, June 12, 2023, at 7:00 p.m., and before City Council on Tuesday, July 18, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville, Applicant, to allow for the creation of a new zoning district NP, Nature Preserve.

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

CITY OF DUNCANVILLE
Kristin Downs
Interim City Secretary

Nathan Warren
Senior Planner

ORDINANCE NO. 2486

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A 'ZONING ORDINANCE', ARTICLE II 'ZONING DISTRICTS', SECTIONS 2.01 'SPECIAL ZONING DISTRICTS SUBSECTION C 'CONSERVATION OPEN SPACE DISTRICT (COD); BY AMENDING ARTICLE III. 'LAND USES' SECTIONS 3.03 'USE CHART', 3.04 'ADDITIONAL USE REGULATIONS', BY AMENDING ARTICLE VI 'DEFINITIONS'; PROVIDING A PENALTY CLAUSE; SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to amend its Zoning Ordinance in the Code of Ordinances; and

WHEREAS, the City Council of the City has determined that amending said sections of the Code of Ordinances promotes safety, and welfare of the city and its residents.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article II 'Zoning Districts', Section 2.05 'Special Zoning District', Subsection 'C' to hereinafter read as follows:

"**Appendix A – ZONING ORDINANCE**

Article I. General Provisions . . . . .

Article II. - Zoning Districts

Sec. 2.01. Zoning districts established.

. . . . .

Sec. 2.05. Special zoning districts

A. . . . .

. . . . .

C. Conservation open space district (COD)

1. Purpose. To provide publicly or privately owned real property for permanent open space or preservation purposes and would require limitations or affirmative obligations designed to protect natural, scenic or open space including passive recreation, wildlife habitat, ecological,

geological, and historical preservation, water quality protection, air purification, science education, nature observation, and continuity of aesthetic open space and natural areas; and, to minimize or constrain the impact of human activity to protect nature and flora and animal species. Such preserved area will not generally contain manmade facilities or improvements but may contain such improvements that directly support passive recreational activities and provide minimal impact on natural conditions of the real property.

2. Any such Designation Use shall provide for the development regulations which shall address the following:

a) Publicly or private owned Open Natural Areas
b) Conservation area or easement
c) Paths and trails, including foot bridges and pedestrian links
d) Location, design of other passive improvements
e) Open Space Uses, which establish, use and maintenance of land in its natural state or the provision of such uses which are compatible with the natural state and environment.
f) Low-impact structures that serve to restore and enhance ecological processes to public education.
g) Other uses and structures consistent or incidental to the stated purpose of the Greenspace/Preservation District not in conflict with the above permitted uses.
h) Buffering, berms or other visual or sound mitigation which will not purpose of the area in conflict.
i) Parking areas with approve natural permeable surfaces
j) Prohibit Motorized Vehicular access except emergency vehicles, City of Duncanville projects and activities consistent with the goals and objectives of the Greenspace/Preservation District.
k) Boundary fences and signage.
l) Establish hours of operation
m) Designate points of public access

”

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article III ‘Land Uses’, Section 3.03. ‘Permitted use chart’ to hereinafter read as follows:

“**Appendix A – ZONING ORDINANCE**

Article I. General Provisions

. . . . .

Article III. – Land Uses

Sec. 3.01. Uses permitted by district.

. . . . .

Sec. 3.03. Permitted use chart.

a) Passive nature areas
b) Educational facility
c) Ecological / environmental / research facility
d) Parking lot or public gathering space with preamble vehicle and pedestrian areas
e) Open space / nature areas

	COD
Residential Uses (none)	
. . . . .	
Accessory Uses	
Outdoor Display	○
Wind energy	○
Educational, ...	
Community Center Public	○
Public Facility Use	○
Research and Development	●
School,	●
College School Public	●
Recreational	
Amusement, Outdoor (Temporary)	
Park, Public	○
Retail (none)	○
Commercial (none)	○
Automobile (none)	

”

SECTION 3. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article III ‘Land Uses’, Section 3.04. ‘Additional Use Regulations’ by adding subsection H, to hereinafter read as follows:

“**Appendix A – ZONING ORDINANCE**

Article I. General Provisions

. . . . .

Article III. – Land Uses

Sec. 3.01. . . . .

. . . . .

Sec. 3.04. Additional Use Regulations.

The following requirements correspond to each use as designated within the "Additional Regulations" column of Section 3.03. Permitted Use Chart.

A. Residential uses.

. . . . .

H. Conservation Uses

1. Open space nature areas
2. Path trails, foot bridges and pedestrian areas
3. Passive signage identified flora species
4. Maintenance requirements
5. Low impact fence on non-pedestrian areas
6. Buffering, berms, and sound mitigation
7. Parking areas
8. Boundary fencing
9. Designation of hours of operation"

SECTION 4. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article VII 'Definitions', Section 7.02. 'Land use terms' by adding subsection H, to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions

. . . . .

Article VII. – Definitions

Sec. 7.01. – General . . . . .

Sec. 7.02. – Land Use Terms.

The following terms are the land use types that correspond to Section 3.03. Permitted Use Chart.

A. Residential uses.

. . . . .

C. Conservation Area, Environmental: shall mean land area of real property in its natural state conserving or protecting natural resources and/or environmental quality which protect quality or quantity of ground water, surface water, fisheries, vegetative community or wildlife habitats, minerals with natural historical or aesthetic significance."

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 7. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 18th day of July 2023.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

TM 133862

4895-4969-2015, v. 1

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map, as heretofore amended, by amending the existing PD, Planned Development District to NP, Nature Preserve District on property located at 609 West Danieldale Road, Duncanville, Dallas County, Texas, described as Walnut Bend, Block A, Lot 1, ACS 42.419.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The Future Land Use Plan Map shows the subject property being located within Opportunity Area 8. The Plan envisions the Area to develop as a singular planned development (PD). The plan goes on to state that the area is flexible for a range of land uses and a range of residential densities. Mixed use, whether horizontal or vertical, could be ideal.

However, a previous item proposes the removal of Opportunity Area 8. Two other previous items propose the creation of a new land use and a new zoning district that would permit a nature preserve. This request is for a zoning change from the existing zoning, Planned Development District to Nature Preserve.

Background
Bob Ladd, the previous owner of the property, granted the subject property to the city of Duncanville on April 2, 1998. The city currently maintains the property as open space. In 2017, the Comprehensive

Plan identified the property as Opportunity Area 8. The city advertised a request for proposal for development in May of 2019. After much community support, City Council instructed the City Manager and City Secretary to denominate the Ladd Property as a nature area on November 15, 2022. Staff conducted community meetings and presented before Municipal Boards and Commissions, gather input from a wide range of stakeholders. Approval of the zoning change request is the final step of the four-fold process to bring the use *Nature Preserve* to the Ladd Property.

Planning and Zoning Commission Action
On Monday, June 12, 2023, the Planning and Zoning Commission approved the item by a vote of 4 to 0.

POLICY EXPLANATION:
Notification
Eighty (80) notices were sent out for this public hearing. As of this writing, no responses have been received in favor of or in opposition to the request. Letters will be received until Tuesday, July 18, 2023, to fulfill legal requirements for a written formal protest to the City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Legal Advertisement
Attachment 2 - Area of Request Maps
Attachment 3 - Zoning Change Application
Attachment 4 - Letters to Property Owners & Buffer Map & Responses
Attachment 5 - List of Property Owners within 200 FT
Attachment 6 - Ordinance No. - 2484 - Nature Preserve District - 609 West Danieldale Road

ATTACHMENT 1

Advertise 1 time - By May 30

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2023-19

A public hearing will be held before the Planning and Zoning Commission on Monday, June 12, 2023, at 7:00 p.m., and before City Council on Tuesday, July 18, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville, Applicant, for a zoning change from PD, Planned Development to NP, Nature Preserve, on Walnut Bend, Block A, Lot 1, ACS 42.419, more commonly known as 609 West Danieldale Road, City of Duncanville, Dallas County, Texas.

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

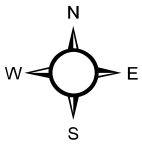
CITY OF DUNCANVILLE
Kristin Downs
Interim City Secretary

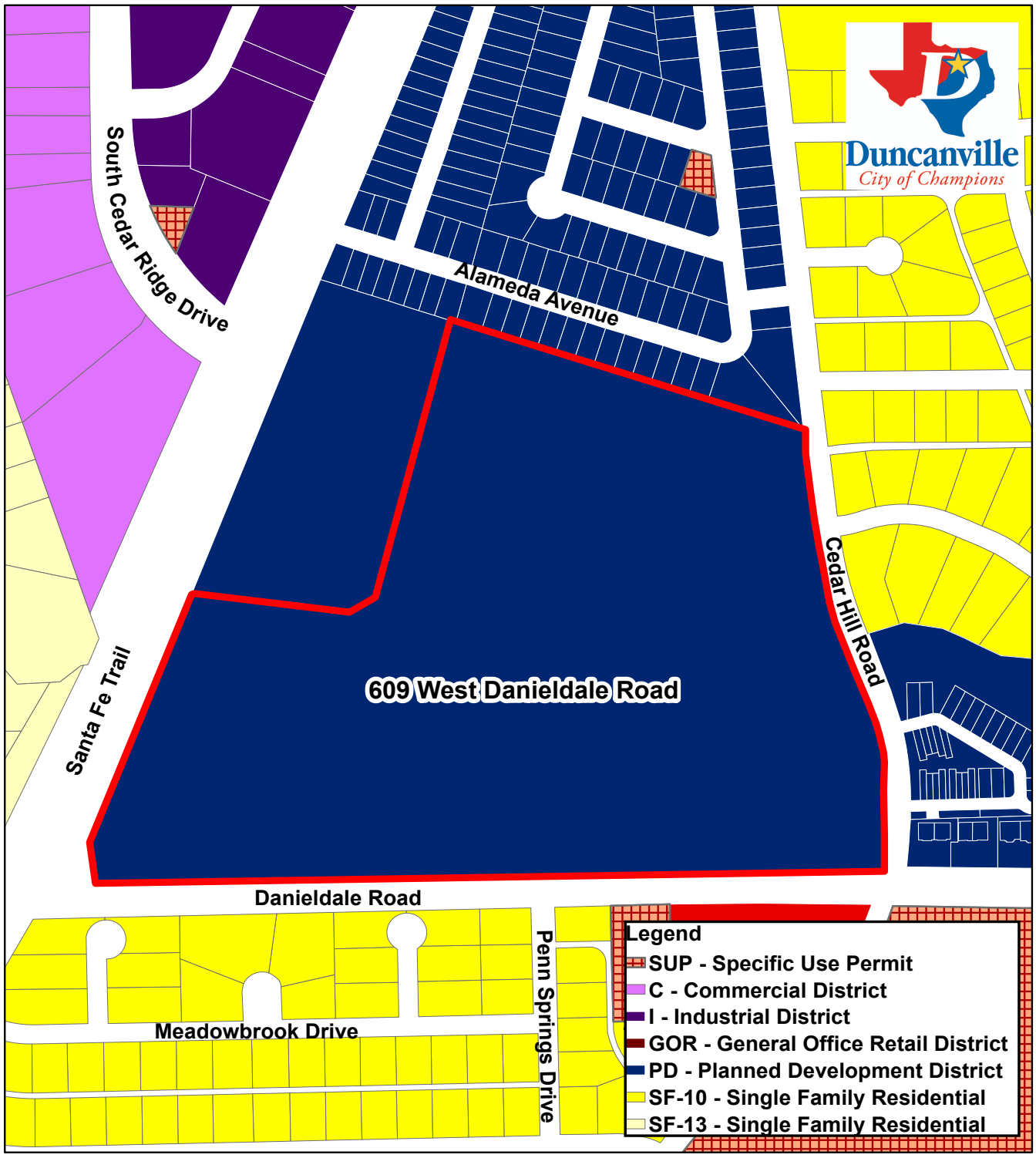
Nathan Warren
Senior Planner

ATTACHMENT 2

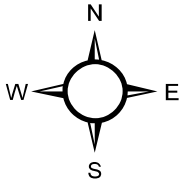


Request for Zoning Change from
PD, Planned Development to NP, Nature Preserve
Case 2023-19
609 West Danieldale Road





Request for Zoning Change
from PD, Planned Development to NP, Nature Preserve
Case 2023-19
609 West Danieldale Road



ATTACHMENT 4

Duncanville
City of Champions

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

ZONING CHANGE APPLICATION

CONTACT INFORMATION (REQUIRED)

Applicant/ Agent City of Duncanville Contact: Nathan Warren

☐ Engineer ☐ Architect ☐ Surveyor ☒ Owner ☐ Other

Applicant/Agent Address: 203 E. Wheatland City: Duncanville State: TX Zip: 75116

Agent Email: nathan.warren@duncanville tx. gov Telephone: 972-780-5057 (Fax) N/A

Property Owner: City of Duncanville Contact:

Owner Address PO Box 380280 City: Duncanville State: TX Zip: 75138-0280

Owner Email: Telephone: 972-780-5000 (Fax)

PROPERTY INFORMATION (REQUIRED)

Property Address: 609 W Danieldale Rd

Legal Description of Property: Walnut Bend

Lot No. 1 Block No. A Acreage: 42.419 Existing Zoning District: PD

REQUEST TYPE (REQUIRED)

☐ Specific Use Permit - Commercial
For

☐ Specific Use Permit - Residential
For

☒ Change in Zoning
From PD To NP

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

SUBMITTAL DOCUMENTS (REQUIRED)

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

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

Acknowledgments

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

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

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

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

Robert D. Brown Jr. — 6-8-2023

Signature of Current Property Owner — Date

Interim City Manager

Notarization

BEFORE ME, DIANE M. MITCHELL, on this day personally appeared ROBERT D. BROWN, JR., known to or proved to me on the oath of INTERIM CITY MGR. or through -N/A- (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of JUNE, 2023.

(Seal)

NOTARY PUBLIC STATE OF TEXAS
Diane M. Mitchell
Notary Public
State of Texas
ID # 1087285-2
Comm. Expires 05/03/2026

Diane M. Mitchell
Notary Public in and for the State of Texas
My Commission Expires: 05-03-2026

ATTACHMENT 4

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

May 31, 2023

Zoning File: **2023-19**

Dear Property Owner:

The City of Duncanville, Applicant and Owner, is requesting approval of a Zoning Change from PD, Planned Development District to NP, Nature Preserve District on Walnut Bend, Block A, Lot 1, ACS 42.419, more commonly known as **609 West Danieldale Road**, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of the subject property that is being requested for a Zoning Change. Please refer to the enclosed map that indicates which property is being requested for a Zoning Change.

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

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

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

Sincerely,

Nathan Warren

Nathan Warren
Senior Planner

Enclosures

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

May 31, 2023

Archivo de zonificación: **2023-19**

Estimado propietario:

La Cuidad de Duncanville, solicitante y propietario, está solicitando la aprobación de un cambio de zona de PD, Planned Development District (Distrito de Desarrollo Planificado) a NP, Nature Preserve District (Distrito de Preservar la Naturaleza) en Walnut Bend, Block A, Lot 1, ACS 42.419, más comúnmente conocido como **609 West Danieldale Road**, en la ciudad de Duncanville, condado de Dallas, Texas.

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Junio de 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevara a cabo el Martes 18 de Julio de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Julio de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos a la secretaria interina de la Cuidad, Kristin Downs, o al Planificador de la Cuidad, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico a Lynette Romero, Técnica de Planificación, a lynette.romero@duncanvilletx.gov indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

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

Sinceramente,

Nathan Warren

Nathan Warren
Planificador de la Cuidad

Recintos

The following form may be filled out and mailed to:

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

Case No. 2023-19 The city of Duncanville, Applicant and Owner, is requesting approval of a Zoning Change from PD, Planned Development District to NP, Nature Preserve District on Walnut Bend, Block A, Lot 1, ACS 42.419, more commonly known as 609 West Danieldale Road, in the City of Duncanville, Dallas County, Texas.

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

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

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: __

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

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

Caso No. 2023-19 La Cuidad de Duncanville, solicitante y propietario, está solicitando la aprobación de un cambio de zona en Walnut Bend, Block A, Lot 1, ACS 42.419, más comúnmente conocido como 609 West Danieldale Road, en la ciudad de Duncanville, condado de Dallas, Texas.

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

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Junio 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 18 de Julio de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Julio de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

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

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

Mis razones son las siguientes:

1).

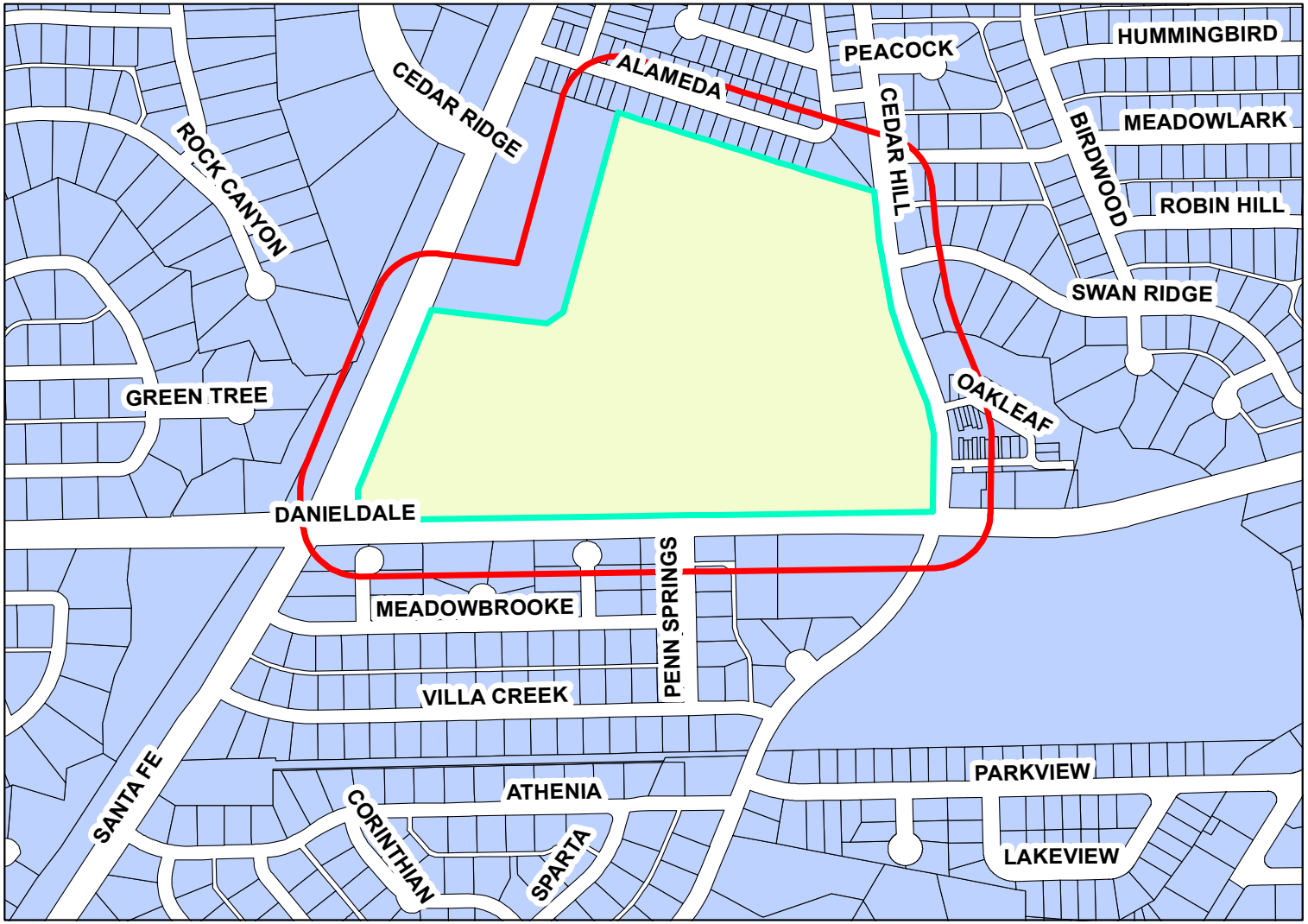
2).

3).

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: __

The City of Duncanville i s requesting a zoning change from PD, Planned Development District to NP, Nature Preserve District.
The purpose of this request is to allow for the use of Nature Preserve.
Questions? Contact Planning and Zoning at 972-780-5057 or 972-707-3878.
You may also email: nathan.warren@duncanvilletx.gov or lynette.romero@duncanvilletx.gov.



La Cuidad de Duncanville esta solicitando un cambio de zona de PD, Planned Development District (Distrito de Desarollo Planificado) a NP, Nature Preserve District (Distrito de Reserva Natural).
El proposito de esta solicitud es permitir el uso de uso de Reserva Natural.
Preguntas? Comuniquese con Planificacion y Zonificacion al 972-780-5057 o al 972-707-3878. Tambien puded enviar un correo electronico a: nathan.warren@duncanvilletx.gov o lynette.romero@duncanvilletx.gov.

RECEIVED
06. 30. 2023

The following form may be filled out and mailed to:

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

Case No. 2023-19 The city of Duncanville, Applicant and Owner, is requesting approval of a Zoning Change from PD, Planned Development District to NP, Nature Preserve District on Walnut Bend, Block A, Lot 1, ACS 42.419, more commonly known as 609 West Danieldale Road, in the City of Duncanville, Dallas County, Texas.

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

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

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

[X] ***In favor*** *of granting the zoning request.*

[ ] ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1). I sometimes go and walk thru that area to Relax and enjoy nature.
2). It's nice and quiet in the area, I wouldn't want more noise.
3). I also consider myself a naturalists. Please don't destroy nature.

Printed Name: Giovanni Villegas Address: 607 Meadowbrooke Ct.

Signature: G - - Villegas Date: 6-27-2023

ATTACHMENT 5

~~DUNCANVILLE CITY OF~~
~~PO BOX 380280~~
~~DUNCANVILLE, TEXAS 751380280~~

GUILLEN NORBERTO
903 GREENBRIAR LN
DUNCANVILLE, TEXAS 751373713

VILLAGE TECH SCHOOLS
402 W DANIELDALE RD
DUNCANVILLE, TEXAS 751373928

PURSLEY RAY HENRY &
710 CORINTHIAN PLACE
DUNCANVILLE, TEXAS 751373814

JAMES DAVID W
418 MEADOWLARK LN
DUNCANVILLE, TEXAS 751373117

ROGERS WENDALL H &
414 MEADOWLARK LN
DUNCANVILLE, TEXAS 751373117

MCMINN BILLY W
423 SWAN RIDGE DR
DUNCANVILLE, TEXAS 751373129

FARRELL MARY E
419 SWAN RIDGE DR
DUNCANVILLE, TEXAS 751373129

MUNOZ RICHARD M
414 SWAN RIDGE DR
DUNCANVILLE, TEXAS 751373130

GOMEZ JULISA & JULIO C
418 SWAN RIDGE DR
DUNCANVILLE, TEXAS 751373130

HARRIS JAIMEE &
422 SWAN RIDGE DR
DUNCANVILLE, TEXAS 751373130

DUKES MICHAEL & ANNETTE
1338 SAN MIGUEL DR
DUNCANVILLE, TEXAS 751373073

STOA ACQUISITIONS LLC
2394 E CAMELBACK STE 200
PHOENIX, ARIZONA 850160000

CULPEPPER KEVALON
506 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373024

CHEONG CHAN IAN &
1862 RIBISI WAY
SAN JOSE, CALIFORNIA 951312744

ROMAN MARIO & LATRICE
514 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373024

WESTON OYAMAS & SONJA
518 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373024

RAINE RODNEY L
522 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373024

DIXON CARLA
526 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373024

CERBERUS SFR HOLDINGS LP
1850 PARKWAY STE 900
MARIETTA, GEORGIA 300678261

SIDDIQUI ARFEEN &
1400 N WESTMORELAND RD
DESOTO, TEXAS 751152804

VAN HOOSER LINDA L &
538 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373024

510 SFR TX OPERATIONS I LLC
12906 TAMPA OAKS BLVD #100
TEMPLE TERRACE, FLORIDA 336371154

YARBROUGH CHARMAINE
9519 SCANLAN HEIGHTS LN
MISSOURI CITY, TEXAS 774595503

SANTOS J CARLOS & JUANITA
550 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373068

CLARK JANICE DELORES
554 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373068

LOCUSTE DONALD N JR & ANGELA
503 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373023

ARNSTEN PARTNERSHIP
320 KINGS MOUNTAIN RD
WOODSIDE, CALIFORNIA 940623618

WINGO SHIRLEY J
511 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373023

KIBBY ROAD LLC
559 W MAIN ST
MERCED, CALIFORNIA 953404715

SANTOS IVAN MARTINEZ & BRENDA
519 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373023

KYLE JOSEPH C JR
422 MORNING DOVE DR
DUNCANVILLE, TEXAS 751373144

RUSH HOMES HOLDINGS LLC
PO BOX 1984
FRISCO, TEXAS 750340034

CIT HOMES LLC
PO BOX 542812
GRAND PRAIRIE, TEXAS 750542812

NWOKE NNEKA I
302 PAINTBRUSH COURT
GRAND PRAIRIE, TEXAS 750523585

GALLO RAUL EDUARDO
539 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373081

SPENCER DERRION
543 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373081

HARO NATALIE R &
547 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373081

MIRANDA DFW PPTIES LLC
PO BOX 380532
DUNCANVILLE, TEXAS 751380532

~~MIRANDA DFW PPTIES LLC~~
~~PO BOX 380532~~
~~DUNCANVILLE, TEXAS 751380532~~

PRICE BRANDY
610 ALAMEDA AVE UNIT #B
DUNCANVILLE, TEXAS 751373067

PEAR HOMES LLC
PO BOX 4798
DALLAS, TEXAS 752080000

ARNS INVESTMENTS LLC
4001 N JOSEY LN STE 200
CARROLLTON, TEXAS 750071542

PIPPINS SAMANTHA
603 ALAMEDA AVE
DUNCANVILLE, TEXAS 751373025

MONK MARGITA S LIFE EST
320 SHADY BROOK LN
CEDAR HILL, TEXAS 751044792

~~MONK MARGITA S LIFE EST~~
~~320 SHADY BROOK LN~~
~~CEDAR HILL, TEXAS 751044792~~

VITTRUP THOMAS N
1506 PENN SPRINGS DR
DUNCANVILLE, TEXAS 751373823

PENA EDUARDO & ORTENSIA C
1503 PENN SPRINGS DR
DUNCANVILLE, TEXAS 751373833

COLLINS ANDREW L
1507 PENN SPRINGS DR
DUNCANVILLE, TEXAS 751373833

VILLEGAS GIOVANNI
607 MEADOWBROOKE CT
DUNCANVILLE, TEXAS 751373819

DABNEY DENNIS P & LENDA N
611 MEADOWBROOKE CT
DUNCANVILLE, TEXAS 751373819

WILSON RODNEY N
615 MEADOWBROOKE CT
DUNCANVILLE, TEXAS 751370000

RAMOS SAMUEL LOUIS &
619 MEADOWBROOKE CT
DUNCANVILLE, TEXAS 751373819

RODRIGUEZ ROLANDO P
631 MEADOWBROOKE PL
DUNCANVILLE, TEXAS 751373821

RODRIGUEZ MORGAN JEAN S
635 MEADOWBROOKE PL
DUNCANVILLE, TEXAS 751373821

TOVAR HECTOR
639 MEADOWBROOKE PL
DUNCANVILLE, TEXAS 751373821

CRAVER SONJA
707 MEADOWBROOKE CIR
DUNCANVILLE, TEXAS 751373818

VILLARREAL LUIS A GARCIA
711 MEADOWBROOKE CIR
DUNCANVILLE, TEXAS 751373818

CONLEY CACHAREL MARIE &
715 MEADOWBROOKE CIR
DUNCANVILLE, TEXAS 751373818

OGLE KIRBY A &
719 MEADOWBROOKE CIR
DUNCANVILLE, TEXAS 751373818

ALLEN KIONA
435 OAK LEAF DR
DUNCANVILLE, TEXAS 751373151

OUZTS MARGARET
439 OAK LEAF DR
DUNCANVILLE, TEXAS 751373151

MASK SANDRA ORR LIFE ESTATE
2110 E ALMA AVE
SHERMAN, TEXAS 750904009

WILSON MIKKI
433 MAPLELEAF DR
DUNCANVILLE, TEXAS 751373149

AGBOAYE IZEHI
427 MAPLELEAF FR
DUNCANVILLE, TEXAS 751370000

HFI V 1 LLC
239 S SIERRA RD
RENO, NEVADA 895011939

~~OAKLEAF CROSSING HMOWNRS~~
~~400 OAK LEAF DR~~
~~DUNCANVILLE, TEXAS 751373150~~

HUSSAIN & VALANI LLC
351 MACKINTOSH TERRACE
FREMONT, CALIFORNIA 945393923

LADD BOB
2727 ROUTH LN
DALLAS, TEXAS 752011977

~~RPG CAPITAL MGMT LLC~~
~~PO BOX 1208~~
~~CEDAR HILL, TEXAS 751061208~~

HOLT VELMA L
404 OAK LEAF DR
DUNCANVILLE, TEXAS 751373150

CLEMMONS ROY L &
206 CARDINAL CREEK DR
DUNCANVILLE, TEXAS 751373141

AGANMWONYI VERA PATRICIA
437 MAPLELEAF DR
DUNCANVILLE, TEXAS 751373149

MCBRIDE SHERI L
431 MAPLE LEAF DR
DUNCANVILLE, TEXAS 751373149

MARTIN SHONDA
425 MAPLELEAF DR
DUNCANVILLE, TEXAS 751373149

OAKLEAF CROSSING HMOWNRS
400 OAK LEAF DR
DUNCANVILLE, TEXAS 751373150

~~OAKLEAF CROSSING HMOWNRS~~
~~400 OAK LEAF DR~~
~~DUNCANVILLE, TEXAS 751373150~~

LYONS REALTY CO INC
9901 E VALLEY RANCH PKWY
IRVING, TEXAS 750634730

~~DUNCANVILLE CITY OF~~
~~PO BOX 380280~~
~~DUNCANVILLE, TEXAS 751380280~~

NICHOLS KATHLEEN
406 OAK LEAF DR
DUNCANVILLE, TEXAS 751373150

PACE AFTON &
410 OAK LEAF DR
DUNCANVILLE, TEXAS 751373150

TOLENTINO JULISA TRINIDAD
435 MAPLELEAF DR
DUNCANVILLE, TEXAS 751373149

REINKE PAUL F & GLADYS F
429 MAPLE LEAF DR
DUNCANVILLE, TEXAS 751373149

MAKIL JESSIE M
7318 ASHCREST LN
DALLAS, TEXAS 752491128

~~OAKLEAF CROSSING HMOWNRS~~
~~400 OAK LEAF DR~~
~~DUNCANVILLE, TEXAS 751373150~~

CARRIZALES ENRIQUE IV &
803 ROCK CANYON DR
DUNCANVILLE, TEXAS 751372943

BNSF RAILWAY
PO BOX 961089
FORT WORTH, TEXAS 761610089

RPG CAPITAL MGMT LLC
PO BOX 1208
CEDAR HILL, TEXAS 751061208

80 notices mailed out

ORDINANCE NO. 2484

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING PD, PLANNED DEVELOPMENT DISTRICT TO NP, NATURE PRESERVE DISTRICT ON PROPERTY LOCATED AT 609 WEST DANIELDALE ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, DESCRIBED AS WALNUT BEND, BLOCK A, LOT 1, ACS 42.419; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended from PD, Planned Development office, retail and the Site Plan adopted thereunder District to NP, Nature Preserve District on approximately 42.419± acres of land as Walnut Bend, Block A, Lot 1, more commonly known as 609 West Danieldale Road, Duncanville, Dallas County, Texas.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance; and, subject to the following regulations as provided in the Comprehensive Zoning Ordinance and the City Council shall approve a Site Plan which shall address the following Development Regulations: Open natural areas, conservation area or easement, paths and trails, including foot bridges and pedestrian areas, passive signage identified flora species, maintenance requirements, low impact fence on non-pedestrian areas, buffering, berms, and sound mitigation, parking areas, boundary fencing and designation of hours of operation.

4878-8528-8560, v. 1

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides. This ordinance shall be effective from and after the day of its passage as provided by law by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

4878-8528-8560, v. 1

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Conduct a Public Hearing and consideration of an Ordinance rescinding the Comprehensive Zoning Ordinance and map, as heretofore amended, be and the same hereby revoke a Special Use Permit "SUP" for an Adult Day Care for real property located at 707 Center Ridge Road, Duncanville, Texas.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Project Scope
The applicant is seeking to rescind a SUP (Ordinance No. 2307) for an adult day care center on the property located at 707 Center Ridge Drive. On March 3, 1986, the City Council issued a SUP (Ordinance No. 1060) to allow the 0.64-acre site to be developed with a day care center. The building burned in 2016. On January 23, 2017, the applicant brought forth to the Planning and Zoning Commission a proposal to construct a new 5,993 square foot building, on the old foundation, for an adult day care center. On February 21, 2017, the City Council approved Ordinance No. 2307 for a zoning change from LR-2 Local Retail-2 to include a SUP for an adult day care on the subject property. The specific use permit request for this property took effect immediately and provided no ending date.
Table 2.02.1. in the City of Duncanville Comprehensive Zoning Ordinance identifies Zoning Districts adopted in previous ordinances and the regulations that now apply to those districts. The previous zoning district "LR-2" Local Retail-2 District equivalency is the current zoning district LOR Local Office/Retail District. The use *Child Care Facility, Daycare* is permitted by right in the zoning district LOR Local Office/Retail District.
The use *Child Care Facility, Daycare* is defined in the Comprehensive Zoning Ordinance as an establishment providing care for seven (7) or more children for less than twenty-four (24) hours a day at a location other than the permit holder's home. A State license is required. Also includes similar terms such as nursery and child care center. See Chapter 42 of the Human Resources Code.

The LOR Local Office/Retail District is established to provide for the development of community-serving retail, personal service, and office uses at a scale and intensity compatible with residential communities. Pad site development is also allowed in this zoning district. These areas shall utilize landscape and screening requirements. This district should be located along or at the intersections of major collectors or thoroughfares to accommodate higher traffic volumes.

Planning and Zoning Commission Action
On Monday, June 12, 2023, the Planning and Zoning Commission approved the item by a vote of 4 to 0.

POLICY EXPLANATION:
Notification
Eleven (11) notices were sent out for this public hearing. As of this writing, two (2) responses have been received in favor of and no responses in opposition to the request. Letters will be received until Tuesday, July 18, 2023, to fulfill legal requirements for a written formal protest to the City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Adopt an ordinance.
2. Do not adopt an ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Legal Advertisement
Attachment 2 - Area of Request Maps
Attachment 3 - Zoning Application
Attachment 4 - Ordinance No. 2307
Attachment 5 - Letter of Intent
Attachment 6 - Letter to Property Owners & Buffer Map & Responses
Attachment 7 - List of Property Owners within 200 Ft
Attachment 8 - Ordinance No. - 2482 - SUP - 707 Center Ridge - Adult Day Care

ATTACHMENT 1

Advertise 1 time - By May 30

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2023-12

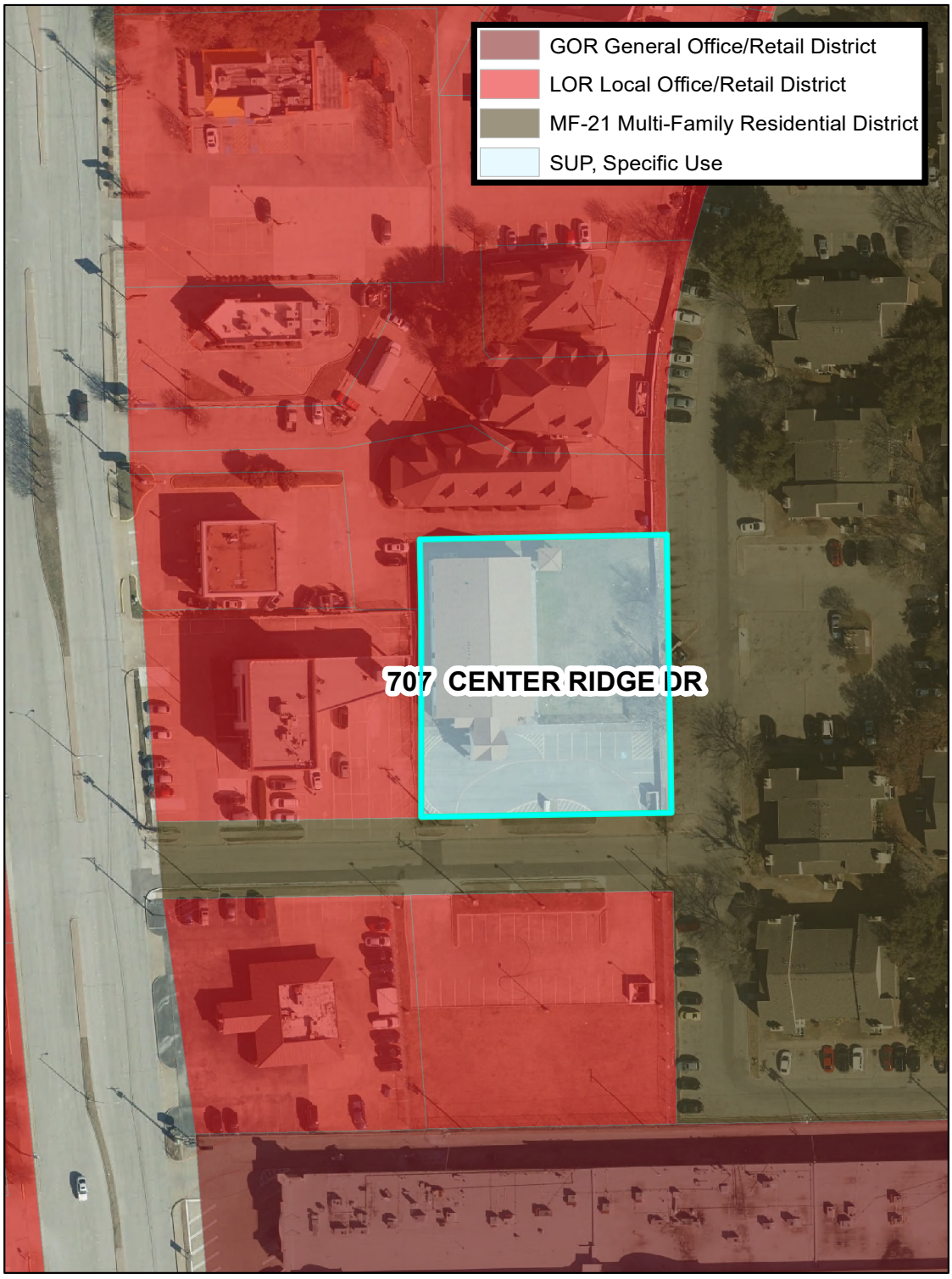
A public hearing will be held before the Planning and Zoning Commission on Monday, June 12, 2023, at 7:00 p.m., and before City Council on Tuesday, July 18, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of LaTonia Jennings, Applicant and Owner, to rescind an existing Specific Use Permit to allow for the use of Childcare Facility, Daycare, on Kindercare, ACS 0.6430, more commonly known as 707 Center Ridge Drive, City of Duncanville, Dallas County, Texas.

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

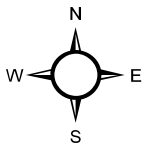
CITY OF DUNCANVILLE
Kristin Downs
Interim City Secretary

Nathan Warren,
Senior Planner

ATTACHMENT 2



Request to Rescind Existing SUP to Allow for the Use of a Child Care Facility, Daycare
Case 2023-11
707 Center Ridge Drive



Duncanville
City of Champions

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

ZONING CHANGE APPLICATION

CONTACT INFORMATION (REQUIRED)

Applicant/ Agent LaTonia Jennings **Contact:** 9725235043

☐ **Engineer** ☐ **Architect** ☐ **Surveyor** ☒ **Owner** ☐ **Other**

Applicant/Agent Address: 821 Quail Run Ln **City:** Lancaster **State:** TX **Zip:** 75146

[redacted]

Property Owner: LaTonia Jennings Contact: LaTonia

Owner Address 821 Quail Run Ln City: Lancaster State: TX Zip: 75146

[redacted]

PROPERTY INFORMATION (REQUIRED)

Property Address: 707 Sandra Ridge Dr

Legal Description of Property: Bridgecrest Acs D1430

Lot No.____ Block No.____ Acreage: .64 Existing Zoning District: LDR

REQUEST TYPE (REQUIRED)

☒ Specific Use Permit - Commercial
For Rescind SUP

☐ Specific Use Permit - Residential
For____

☐ Change in Zoning
From____ To____

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

SUBMITTAL DOCUMENTS (REQUIRED)

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

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

ATTACHMENT 3

Duncanville
City of Champions

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

ZONING CHANGE APPLICATION

CONTACT INFORMATION

Applicant/ Agent LaTonia Jennings Contact: 9725235043

☐ Engineer ☐ Architect ☐ Surveyor ☒ Owner ☐ Other

Applicant/Agent Address: 821 Quail Run Ln City: Lancaster State: TX Zip: 75146

[redacted]

Property Owner: LaTonia Jennings Contact: LaTonia

Owner Address 821 Quail Run Ln City: Lancaster State: TX Zip: 75146

[redacted]

REQUIRED

PROPERTY INFORMATION

Property Address: 707 Cedar Ridge Dr

Legal Description of Property: Bridgecrest Acs D1430

Lot No.____ Block No.____ Acreage: .64 Existing Zoning District: LDR

REQUIRED

REQUEST TYPE

☒ Specific Use Permit - Commercial
For Rescind SUP

☐ Specific Use Permit - Residential
For____

☐ Change in Zoning
From____ To____

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

REQUIRED

SUBMITTAL DOCUMENTS

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

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

REQUIRED

Acknowledgments

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

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

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

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

LaTonia Jennings — Signature of Current Property Owner

3.14.2023 — Date

Notarization

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of March, 20 23

(Seal)

Katrina M. Jennings
Notary Public in and for the State of Texas
My Commission Expires: 2/10/2025

KATRINA MICHELLE JENNINGS
Notary Public, State of Texas
Comm. Expires 02-10-2025
Notary ID 128213681

2

ATTACHMENT 4

ORDINANCE NO. 2307

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY REPEALING ORDINANCE NO. 1060, WHICH ESTABLISHED A SPECIAL USE PERMIT (DAY NURSERY) IN ITS ENTIRETY; AND, AMENDING THE "LR-2" LOCAL RETAIL-2 ZONING WITH A NEW SPECIAL USE PERMIT WITH SPECIAL CONDITIONS FOR AN ADULT DAY CARE ON LOT 1, KINDERCARE ADDITION, MORE COMMONLY KNOWN AS 707 CENTER RIDGE DRIVE, IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE SITE PLAN AND ELEVATION/FLOOR PLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS "B" AND "C"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, has investigated and determined that Ordinance No. 1060, providing a Special Use Permit for a Day Nursery, should be repealed in its entirety and replaced with this ordinance; and

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be and the same are hereby amended by repealing Ordinance Number 1060 which established a Special Use Permit for a Day Nursery in its entirety, and replacing with a Special Use Permit with Special Conditions for an Adult Day Care and legal description, site plan and elevations, attached hereto as Exhibits "A" through "C", on property described as Lot 1, Kindercare Addition, more commonly known as 707 Center Ridge Drive, in the City of Duncanville, Dallas County, Texas (the "Property").

SECTION 2. That the above-described Property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, subject to the following special conditions:

A. Property shall be developed in accordance with the site plan, and be incorporated into the ordinance.

B. Property shall meet all city, state, and federal regulations for building and fire codes, and accessibility.

C. The existing paving shall remain and be available for use for the subject property with a minimum of eight (8) parking spaces provided.

D. All construction will be permitted and inspected by city inspection staff.

E. A fire sprinkler system is required to be installed in the building.

SECTION 3. That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended and as amended herein.

SECTION 4. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 5. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 21th day of February, 2017.

APPROVED:

David L. Green

DAVID GREEN, MAYOR

ATTEST:

Mary Jones

MARY JONES, CITY SECRETARY

APPROVED AS TO FORM:

Robert E. Hager

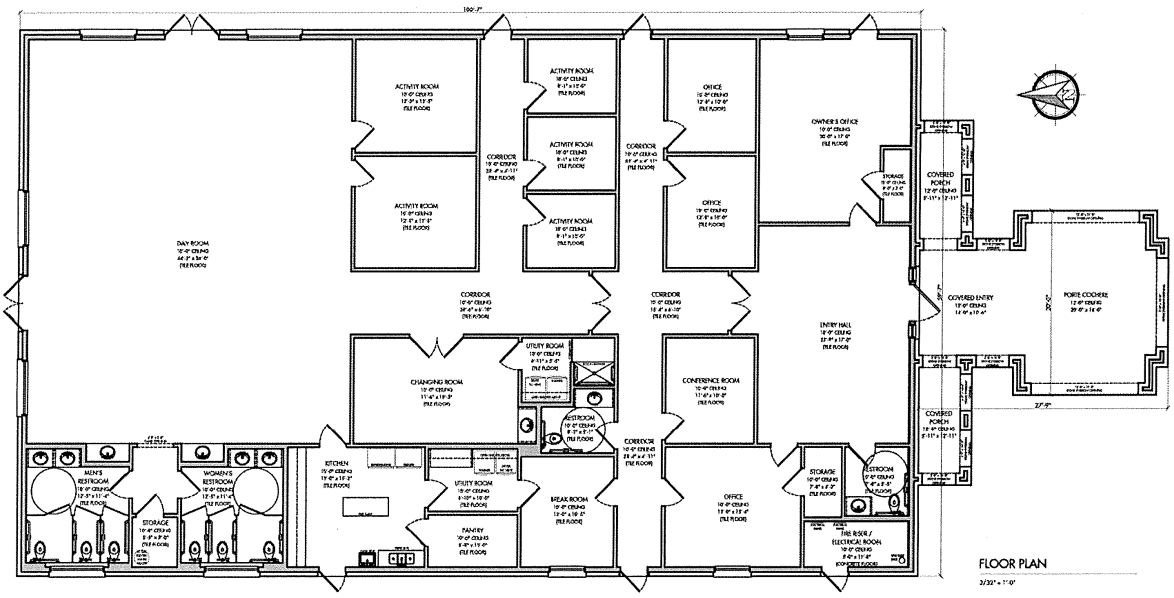
ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

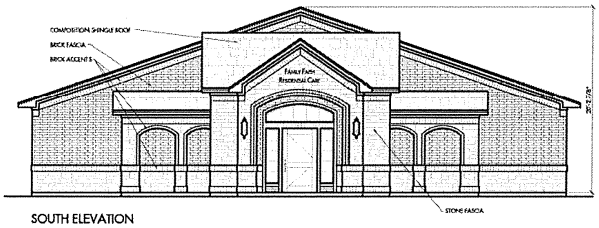
Being all of Lot 1, Kindercare Addition, as recorded in Volume 86068, Page 3964, Dallas County Plat Records, Dallas County, more commonly known 707 Center Ridge Drive, Duncanville, Texas.

EXHIBIT "C"



FLOOR PLAN

3/32" = 1'-0"



SOUTH ELEVATION

3/32" = 1'-0"

GENERAL NOTES
1. ALL NEW CONSTRUCTION TO COMPLY WITH APPLICABLE BUILDING CODES, SITE RESTRICTIONS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
3. ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
4. ALL EXTERIOR WALLS TO BE 6" STUD WITH R-19 INSULATION AND INTERIOR WALLS TO BE 4" STUD WITH R-11 INSULATION UNLESS NOTED OTHERWISE.
5. CONTRACTOR SHALL PROVIDE ALL NECESSARY SHORING, BRACING AND PROTECTIVE MEASURES TO ENSURE THE SAFETY AND STABILITY OF THE EXISTING STRUCTURE DURING CONSTRUCTION.
6. CONTRACTOR SHALL REMOVE ALL DEBRIS AND MAINTAIN A CLEAN AND SAFE WORK AREA THROUGHOUT THE CONSTRUCTION PERIOD.
7. ALL NEW WORK SHALL MATCH EXISTING IN QUALITY, WORKMANSHIP, AND APPEARANCE UNLESS OTHERWISE NOTED.
8. CONTRACTOR SHALL COORDINATE ALL UTILITY SHUTDOWNS WITH THE OWNER AND PROVIDE TEMPORARY SERVICES AS NECESSARY TO MINIMIZE DISRUPTION.
9. ALL MATERIALS SHALL BE NEW AND FREE FROM DEFECTS UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS, AND APPROVALS BEFORE BEGINNING WORK.
11. ALL WORK SHALL BE PERFORMED BY LICENSED AND QUALIFIED TRADESPEOPLE IN ACCORDANCE WITH INDUSTRY STANDARDS.
12. CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE TEMPORARY LIGHTING AND VENTILATION AS REQUIRED FOR SAFE WORKING CONDITIONS.
13. ALL WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS OTHERWISE SPECIFIED.
14. CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND LEAVE THE SITE IN A CLEAN CONDITION UPON COMPLETION OF THE WORK.
15. ALL PENETRATIONS THROUGH FIRE-RATED ASSEMBLIES SHALL BE SEALED WITH APPROVED FIRESTOPPING MATERIALS.
16. CONTRACTOR SHALL COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS AND ENSURE PROPER SEQUENCING OF WORK.
17. ALL DOORS, WINDOWS, AND HARDWARE SHALL BE INSTALLED PLUMB, LEVEL, AND SQUARE.
18. CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY BLOCKING, BACKING, AND SUPPORTS FOR FIXTURES, EQUIPMENT, AND FINISHES.
19. ALL ELECTRICAL, PLUMBING, AND MECHANICAL WORK SHALL BE PERFORMED BY LICENSED TRADESPEOPLE AND COMPLY WITH APPLICABLE CODES.
20. CONTRACTOR SHALL VERIFY THAT ALL NEW FINISHES AND MATERIALS ARE COMPATIBLE WITH EXISTING CONDITIONS.
21. ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE ARCHITECT OR OWNER'S REPRESENTATIVE AT ANY TIME.
22. CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS IN THE DRAWINGS OR SPECIFICATIONS.
23. CONTRACTOR SHALL PROTECT ADJACENT PROPERTY AND IMPROVEMENTS FROM DAMAGE DURING CONSTRUCTION.
24. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE HIGHEST STANDARDS OF THE TRADE.

GENERAL NOTES CONT.
1. THE CONTRACTOR SHALL COORDINATE ALL MECHANICAL AND ELECTRICAL SERVICES AND INSTALLATIONS SYSTEMS WITHIN THE DEPTH AND SPACE ALLOWED FOR THEIR SYSTEMS.
2. THE CONTRACTOR SHALL NOT CUT OR DRILL HOLES IN THE BUILDING STRUCTURE NOT SPECIFICALLY DETAILED OR SHOWN ON THE DRAWINGS WITHOUT THE PRIOR APPROVAL OF THE ARCHITECT.
3. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND INDUSTRY STANDARDS.
4. ALL MATERIALS SHALL BE NEW AND FREE FROM DEFECTS.
5. THE CONTRACTOR SHALL VERIFY THAT ALL MECHANICAL AND ELECTRICAL EQUIPMENT IS COMPATIBLE WITH THE BUILDING SYSTEMS.
6. ALL WORK SHALL BE PERFORMED BY LICENSED AND QUALIFIED TRADESPEOPLE IN ACCORDANCE WITH APPLICABLE CODES AND REGULATIONS.
7. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE TEMPORARY LIGHTING AND VENTILATION AS REQUIRED FOR SAFE WORKING CONDITIONS.
8. ALL WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS OTHERWISE SPECIFIED.
9. THE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND LEAVE THE SITE IN A CLEAN CONDITION UPON COMPLETION OF THE WORK.
10. ALL PENETRATIONS THROUGH FIRE-RATED ASSEMBLIES SHALL BE SEALED WITH APPROVED FIRESTOPPING MATERIALS AND METHODS.
11. THE CONTRACTOR SHALL COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS AND ENSURE PROPER SEQUENCING OF WORK.
12. ALL DOORS, WINDOWS, AND HARDWARE SHALL BE INSTALLED PLUMB, LEVEL, AND SQUARE.
13. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY BLOCKING, BACKING, AND SUPPORTS FOR FIXTURES, EQUIPMENT, AND FINISHES.
14. ALL ELECTRICAL, PLUMBING, AND MECHANICAL WORK SHALL BE PERFORMED BY LICENSED AND QUALIFIED TRADESPEOPLE AND COMPLY WITH APPLICABLE CODES.
15. THE CONTRACTOR SHALL VERIFY THAT ALL NEW FINISHES AND MATERIALS ARE COMPATIBLE WITH EXISTING CONDITIONS.
16. ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE ARCHITECT OR OWNER'S REPRESENTATIVE AT ANY TIME.
17. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS IN THE DRAWINGS OR SPECIFICATIONS.
18. THE CONTRACTOR SHALL PROTECT ADJACENT PROPERTY AND IMPROVEMENTS FROM DAMAGE DURING CONSTRUCTION.
19. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE HIGHEST STANDARDS OF THE TRADE.

WATER EFFICIENCY NOTES
1. LOW-FLOW FIXTURES SHALL BE INSTALLED IN ALL BATHROOMS AND KITCHENS.
2. THE FOLLOWING FLOW RATES SHALL NOT BE EXCEEDED:
- LAVATORY FAUCETS: 1.5 GPM @ 60 PSI
- KITCHEN FAUCETS: 2.2 GPM @ 60 PSI
- SHOWERHEADS: 2.5 GPM @ 80 PSI
- WATER CLOSETS: 1.6 GPF
3. ALL WATER CLOSETS AND URINALS SHALL BE EQUIPPED WITH FLUSH VALVES OR TANK-TYPE FLUSHING MECHANISMS.
4. ALL LAVATORY FAUCETS IN PUBLIC RESTROOMS SHALL BE EQUIPPED WITH METERING OR SELF-CLOSING VALVES.
5. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO MINIMIZE WATER USE AND SHALL INCLUDE RAIN SENSORS OR SOIL MOISTURE SENSORS TO PREVENT UNNECESSARY WATERING.
6. LANDSCAPING SHALL UTILIZE DROUGHT-TOLERANT PLANTS WHERE FEASIBLE, AND TURF AREAS SHALL BE LIMITED TO THOSE REQUIRED FOR FUNCTIONAL USE.
7. A SEPARATE IRRIGATION METER SHALL BE INSTALLED FOR ALL LANDSCAPED AREAS EXCEEDING 5,000 SQUARE FEET.
8. ALL PLUMBING FIXTURES AND FITTINGS SHALL BE INSPECTED FOR LEAKS AND REPAIRED OR REPLACED AS NECESSARY.
9. A LEAK DETECTION SYSTEM SHALL BE INSTALLED FOR ALL POOLS AND SPAS.
10. ALL WATER-USING APPLIANCES, INCLUDING DISHWASHERS AND CLOTHES WASHERS, SHALL BE ENERGY STAR RATED AND MEET OR EXCEED THE MINIMUM EFFICIENCY REQUIREMENTS.
11. A WATER BUDGET SHALL BE DEVELOPED FOR THE PROJECT AND SHALL NOT EXCEED THE ESTABLISHED ALLOWABLE WATER USE FOR THE SITE.
12. ALL PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND APPLICABLE CODES.
13. ALL PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND APPLICABLE CODES.
14. ALL PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND APPLICABLE CODES.
15. ALL PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND APPLICABLE CODES.

SQUARE FOOTAGE	
EXISTING BUILDING FLOOR PLAN (SQFT)	8,900 S.F.
NEW ENTRY ADDITION	480
TOTAL BUILDING SQFT	8,478 S.F.

IF THERE ARE ANY ITEMS THAT ARE NOT NOTED ON THE DRAWINGS PLEASE CALL THE ARCHITECT AND ASK PRIOR TO MAKING A SELECTION

REVISION	BY
01.18.17	CHJ

707 CENTER RIDGE DRIVE
DUNCANVILLE, TX 75116

PRELIMINARY
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

CUMMINGS & ASSOCIATES
A R C H I T E C T S
3 1 3 1 C E D A R S P R I N G S
D A L L A S , T E X A S 7 5 2 2 6
O F F I C E 2 1 4 . 7 4 4 . 4 4 4 4
F A X 2 1 4 . 7 4 4 . 4 4 4 5

DATE: 12.12.16

SCALE: 3/32" = 1'-0"

DRAWN BY: CHJ

SHEET NAME: FLOOR PLAN

SHEET NO: A1

Wed Jan 18 17:12:03 2017

ATTACHMENT 5

Date: 3/28/2023

I am writing this letter to request that the present SUP be rescind on the property located at 707 Center Ridge Dr Duncanville, Texas 75116. After which the property can operate as a childcare facility which it's currently permitted by right

LaTonia Jennings

Owner

ATTACHMENT 6

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

May 31, 2023

Zoning File: **2023-12**

Dear Property Owner:

LaTonia Jennings, Applicant and Owner, is requesting approval to rescind an existing Specific Use Permit (Ordinance No. 2307) to allow for the use of Child Care Facility, Daycare on Kindercare, ACS 0.6430, more commonly known as 707 Center Ridge Drive, in the City of Duncanville, Dallas County, Texas.

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

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

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

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

Sincerely,

Nathan Warren

Nathan Warren
Senior City Planner

Enclosures

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

Mayo 31, 2023

Archivo de zonificación: **2023-12**

Estimado propietario:

LaTonia Jennings, solicitante y propietario, está solicitando la aprobación de rescindir un Permiso de Uso Específico existente (Ordinanzpara permitir el uso de Centro de Cuidado Infantil, Guardería en Kindercare, ACS 0.6430, más comúnmente conocido como 707 Center Ridge Drive, en la ciudad de Duncanville, condado de Dallas, Texas.

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Junio de 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 18 de Julio de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Julio de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

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

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

Sincerameнte

Nathan Warren

Nathan Warren
Planificador de la Cuidad

Recintos

The following form may be filled out and mailed to:

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

Case No. 2023-12 LaTonia Jennings, Applicant and Owner, are requesting approval to rescind an existing Specific Use Permit (SUP) (Ordinance No. 2307) to allow for the use of Child Care Facility, Daycare on Kindercare, ACS 0.6430, more commonly known as 707 Center Ridge Drive, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to **Rescind an Existing Specific Use Permit (SUP)** to allow for the use of **Child Care Facility, Daycare**.

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

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: ___

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

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

Caso No. 2023-12 LaTonia Jennings, Solicitante y Propietaria, está solicitando la aprobación de rescindir un Permiso de Uso Específico (SUP) (Ordenanza Numero 2307) para permitir el uso de Centro de Cuidado Infantil, Guardería en Kindercare, ACS 0.6430, más comúnmente conocido como 707 Center Ridge Drive, en la Cuidad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

NOTA: El propósito de la solicitud es para **rescindir un Permiso de Uso Especifico (SUP) existente** y permitir el uso de **Centro de Cuidado Infantil, Guarderia**.

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Junio 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 18 de Julio de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Julio de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

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

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

Mis razones son las siguientes:

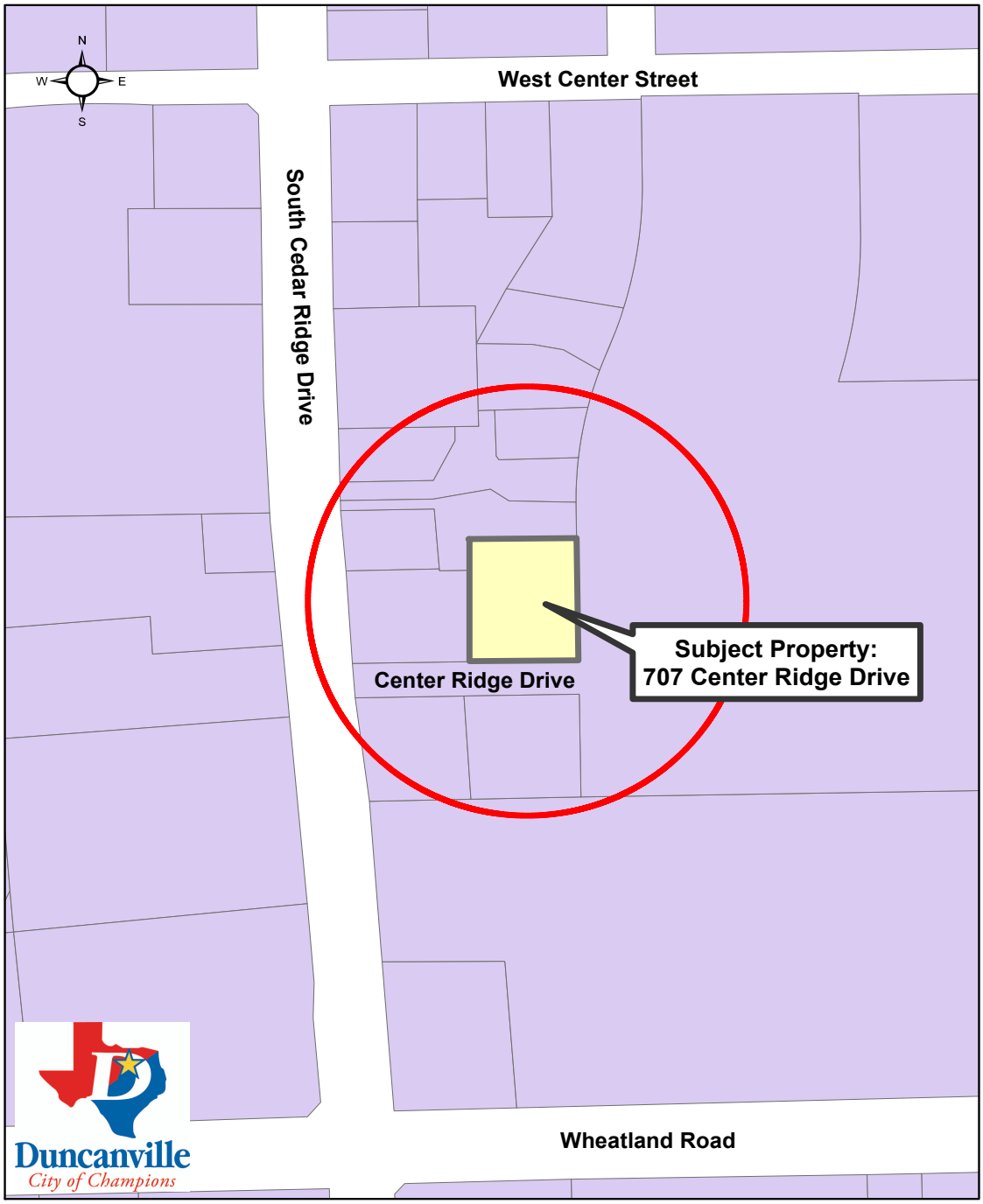
1).

2).

3).

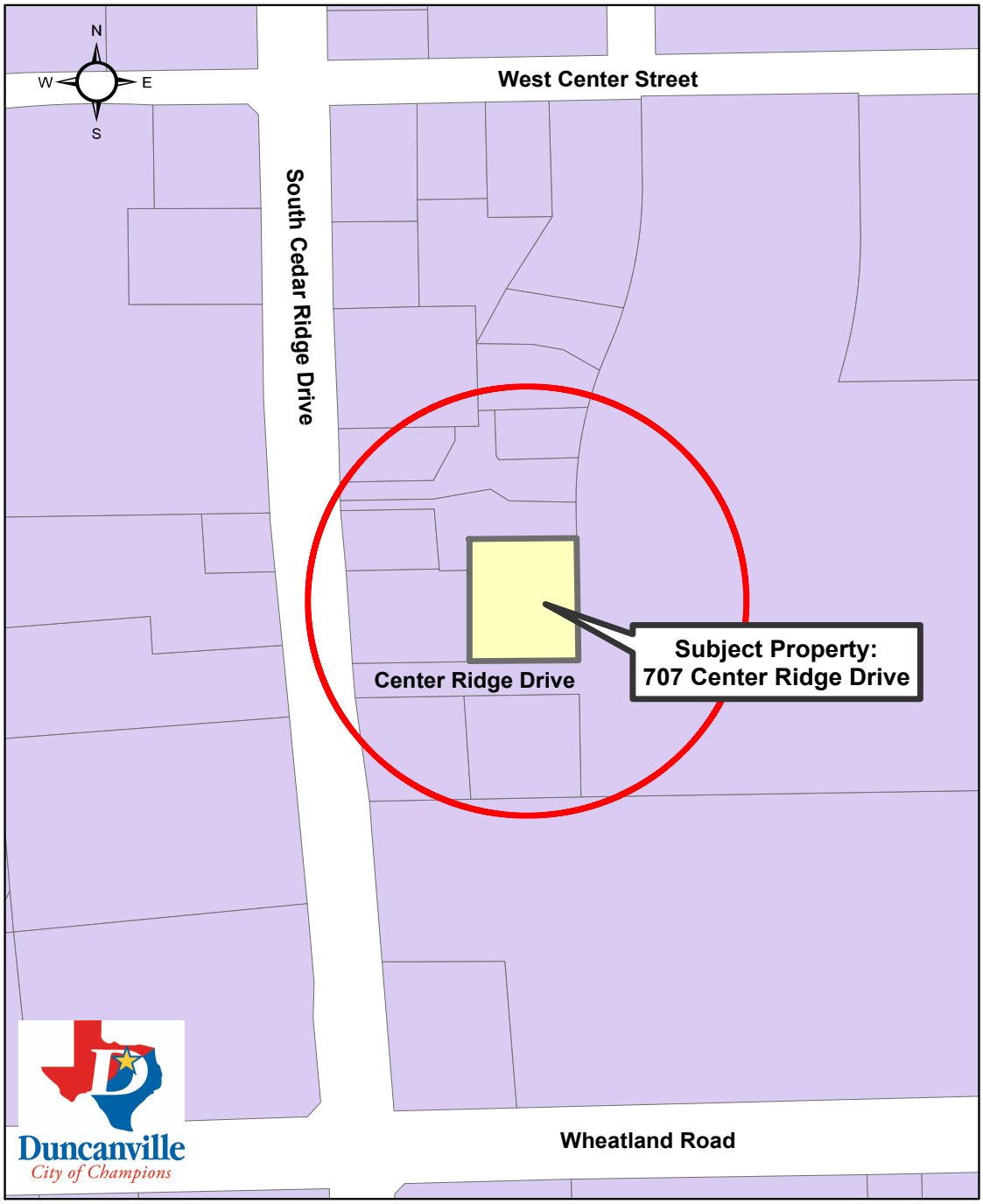
Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: __



The applicant is requesting to rescind an existing Specific Use Permit (SUP) (Ordinance No. 2307) to allow for the Use of Child Care Facility, Daycare on the subject property.

Questions?
Please contact Planning and Zoning at 972-780-5057 or 972-707-3878.



El solicitante solicita la rescision de un Permiso de Uso Específico (SUP) existente (Ordenanza Numero 2307) para permitir el uso de Centro de Cuidado Infantil, Guardería en la propiedad del sujeto.

Preguntas? Comuníquese con Planificacion y Zonificacion al 972-780-5057 o al 972-707-3878.

RECEIVED
05.12.2023

The following form may be filled out and mailed to:

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

Case No. 2023-12 LaTonia Jennings, Applicant and Owner, are requesting approval to rescind an existing Specific Use Permit (SUP) (Ordinance No. 2307) to allow for the use of Child Care Facility, Daycare on Kindercare, ACS 0.6430, more commonly known as 707 Center Ridge Drive, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to **Rescind an Existing Specific Use Permit (SUP)** to allow for the use of **Child Care Facility, Daycare**.

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

The Planning and Zoning Commission will hold a public hearing on Monday, May 8, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, June 6, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **June 6, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

Printed Name: DALTON LOTT Address: 210C Center Ridge

Signature: Dalton Lott Date: 5/8/2023

The following form may be filled out and mailed to:

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

Case No. 2023-12 LaTonia Jennings, Applicant and Owner, are requesting approval to rescind an existing Specific Use Permit (SUP) (Ordinance No. 2307) to allow for the use of Child Care Facility, Daycare on Kindercare, ACS 0.6430, more commonly known as 707 Center Ridge Drive, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to **Rescind an Existing Specific Use Permit (SUP)** to allow for the use of **Child Care Facility, Daycare**.

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

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

Printed Name: [illegible]

Signature: [illegible]

Address: [illegible] Cedar Ridge

Date: 6/5/2023

RECEIVED
06.13.2023

ATTACHMENT 7

TT DUNCANVILLE LTD
82 W ARMSTRONG DR
MUSTANG, OKLAHOMA 730643102

ALKHATIB LLC
1900 MEADOW VIEW DR
OAK LEAF, TEXAS 751543816

JENNINGS LATONIA
821 QUAIL RUN
LANCASTER, TEXAS 751462844

CEDAR RIDGE FAMILY
8080 MAVIS AVE
WAXAHACHIE, TEXAS 751679412

SUMMIT CENTER RIDGE APTS
105 TALLAPOOSA ST STE 300
MONTGOMERY, ALABAMA 361042655

KN CONSTRUCTION LLC
5701 LITTLEPORT RD
MCKINNEY, TEXAS 750708816

TORRES ABEL
421 WILLIAMS ST
CEDAR HILL, TEXAS 751045074

PIZZA HUT OF AMERICA INC
PO BOX 35370
LOUISVILLE, KENTUCKY 402325370

411 E HWY 67 PARTNERS LTD
PO BOX 381146
DUNCANVILLE, TEXAS 751381146

~~411 E HWY 67 PARTNERS LTD~~
~~PO BOX 381146~~
~~DUNCANVILLE, TEXAS 751381146~~

REGALMARK PROPERTIES LLC
7308 BOXWOOD CT
IRVING, TEXAS 750635515

HIS COVERING ENTERPRISES
821 QUAIL RUN LN
LANCASTER, TEXAS 751462844

JOEDE LEASING INC
440 TRINITY DR
ALLEN, TEXAS 750025326

ATTACHMENT 7

ORDINANCE NO. 2482

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, RECINDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BE AND THE SAME HEREBY REVOKE A SPECIAL USE PERMIT "SUP" FOR AN ADULT DAY CARE FOR REAL PROPERTY LOCATED AT 707 CENTER RIDGE ROAD, DUNCANVILLE, TEXAS AND MORE PARTICULARLY IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be and the same are hereby revoke a Special Use Permit for a Child Care Day Care for real property located at 707 Center Ridge Road, Duncanville, Texas more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes.

SECTION 2. That the above-described Property shall be used only in the manner and for the purposes provided in Local Office / Retail District (LOR) as provided for by the Comprehensive Zoning Ordinance of the City of Duncanville.

SECTION 3. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal

or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being all of Lot 1, Kindercare Addition, as recorded in Volume 86068, Page 3964, Dallas County Plat Records, Dallas County, more commonly known 707 Center Ridge Drive, Duncanville, Texas.

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Conduct a Public Hearing and consider an Ordinance rescinding the Comprehensive Zoning Ordinance and Map, as heretofore amended, be and the same hereby revoke a Special Use Permit "SUP" for Special Events Center (Ordinance No. 2371) on property currently zoned as Downtown Duncanville District located at 134 N. Main Street.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Project Scope
The applicant is seeking to rescind a Specific Use Permit "SUP" (Ordinance No. 2371) for a party/event facility (indoor only) on the property located at 134 North Main Street. On September 3, 2019, the City Council issued a SUP to allow the 0.617-acre site to operate as a party/event facility (indoor only). The impetus for rescinding this SUP is to allow for the application of a new SUP which will allow for a barber school.

Planning and Zoning Commission Action
On Monday, June 12, 2023, the Planning and Zoning Commission approved the item by a vote of 4 to 0.

POLICY EXPLANATION:
Notification

Eight (8) notices were sent out for this public hearing. As of this writing, one (1) response has been received in favor of and one (1) in opposition to the request. Letters will be received until Tuesday, July 18, 2023, to fulfill legal requirements for a written formal protest to the City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Legal Advertisement
Attachment 2 - Area of Request Maps
Attachment 3 - Zoning Change Application
Attachment 4- Ordinance No. 2371
Attachment 5 - Letter of Intent
Attachment 6 - Letters to Property Owners & Buffer Map & Responses
Attachment 7 - List of Property Owners within 200 FT
Attachment 8 - Ordinance No. - 2483 - SUP - 134 N Main Street

ATTACHMENT 1

Advertise 1 time - By May 30

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2023-16

A public hearing will be held before the Planning and Zoning Commission on Monday, June 12, 2023, at 7:00 p.m., and before City Council on Tuesday, July 18, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of Monte Anderson, Applicant, to rescind an existing Specific Use Permit to allow for the use of School, Business, Trade, or Vocational, on Main Commons, Block 3, Lot 1A, ACS 0.617, more commonly known as 134 North Main Street, City of Duncanville, Dallas County, Texas.

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

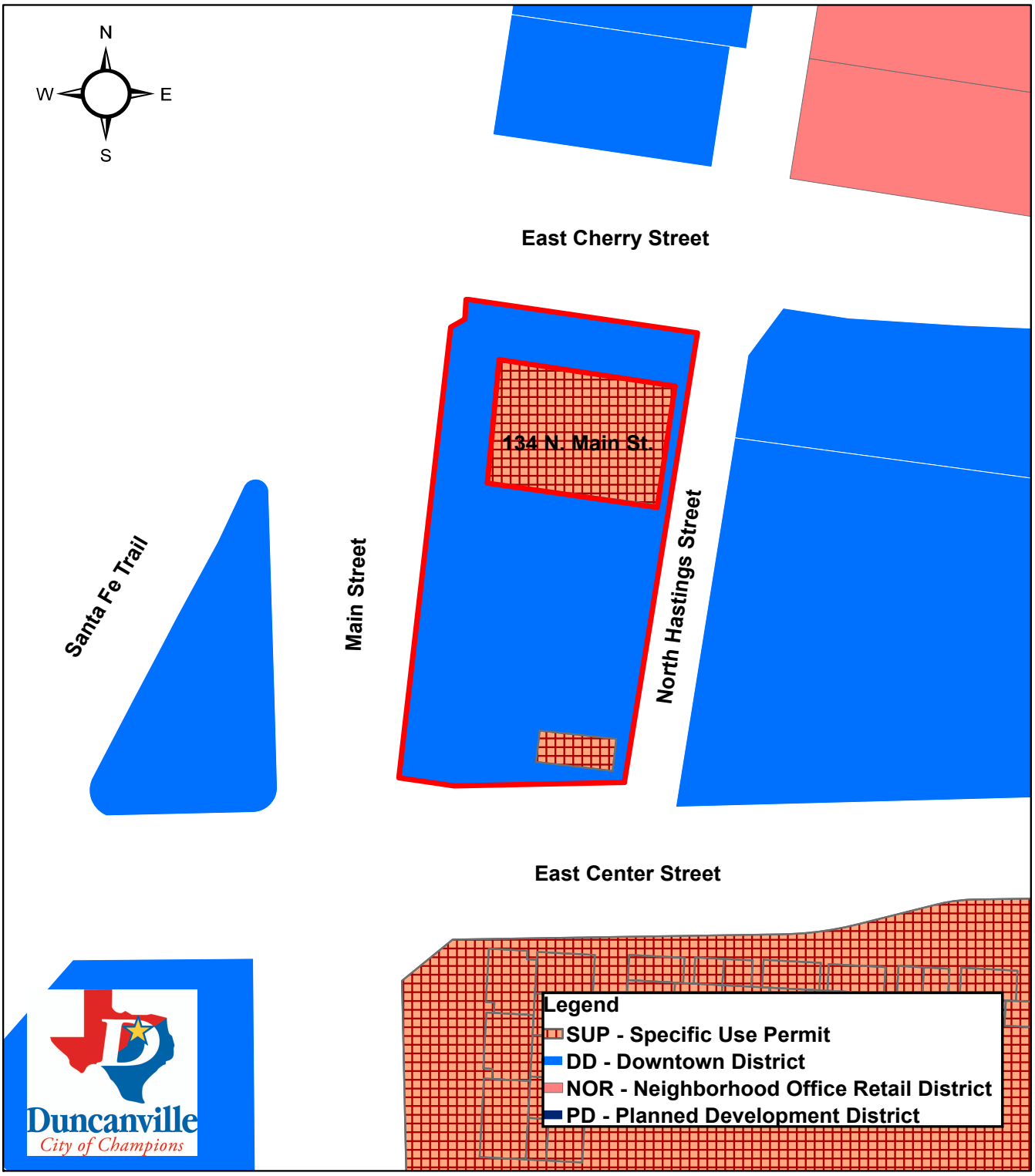
CITY OF DUNCANVILLE
Kristin Downs
Interim City Secretary

Nathan Warren
Senior Planner

ATTACHMENT 2



Rescind existing SUP, Specific Use Permit, to allow for
School, Business, Trade or Vocational
Case 2023-16
134 North Main Street



Request to rescind an existing SUP, Specific Use Permit,
to allow the request for a new SUP for
School, Business, Trade, or Vocational
Case 2023-16
134 North Main Street

ATTACHMENT 3

Duncanville
City of Champions

Public Works Department
Planning Division
203 E Wheatland Road
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5015

ZONING APPLICATION

CONTACT INFORMATION (REQUIRED)

Property Owner: Main Commons Duncanville, LTD. Contact: 972-283-1111
Owner Address: 111 East Davis Street City: Duncanville State: TX Zip: 75116
Owner Email: monte@optionsre.com Telephone: 214-546-1200 (Fax)
Applicant/ Agent: Monte Anderson Contact: monte@optionsre.com
☐ Engineer ☐ Architect ☐ Surveyor ☑ Owner
Applicant/Agent Address: 111 East Davis Street City: Duncanville State: TX Zip: 75116
Agent Email: christopher@optionsre,com Telephone: 972-283-1111 (Fax)

PROPERTY INFORMATION (REQUIRED)

Property Address: 134 N Main Street, Duncanville, TX
(or general location if no address is available)
Legal Description of Property: BLK 3 LT 1A ACS 0.617
Lot No. 1A Block No. 3 Acreage: .617 Existing Zoning District: DD
If property is unplatted, provide Metes and Bounds description in Microsoft Word format via email.

REQUEST TYPE (REQUIRED)

SELECT APPLICABLE

☑ Specific Use Permit
For Rescinding Old SUP

☐ Special Use
For

☐ Change in Zoning
From To

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

SUBMITTAL DOCUMENTS (REQUIRED)

ALL ZONING REQUESTS MUST CONTAN THE FOLLOWING DOCUMENTATION.

- ☐ Completed application
- ☐ Application fee
- ☐ Electronic copy of the metes and bounds legal description in Microsoft word format (if unplatted)
- ☐ Written description of request
- ☐ Drawings: (3) 24" x 36" Black Line prints (Folded) and electronic document (PDF) via email

ACKNOWLEDGEMENT

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

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

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

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

M A 5-30-23

Signature of Current Property Owner Date

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

(Seal)

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of May, 2023

My Commission Expires: 11/08/23

Yolanda Perry

Notary Public in and for the State of Texas

YOLANDA PERRY
Notary Public
State of Texas
ID # 12547387-9
My Comm. Expires 11-08-2025

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

_____ _____

Signature of Applicant/Agent Date

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

(Seal)

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____ day of_____, 20___.

My Commission Expires: _____

_____

Notary Public in and for the State of Texas

OFFICE USE ONLY

- ☐ Application fee: _____
- ☐ Legal Description of Property
- ☐ Completed Application

Pre-Development No.:_____
File Number: _____
Date Received: _____

SUBMITTAL CHECKLIST

Special Uses and Specific Use Permit

Please check if applicable

YES	N/A	
☑	☐	Written Letter with Detailed Description of proposed operation
☐	☒	Site Plan (see Site Plan Checklist)*
☐	☒	Building Elevation and Signage Plan (See Building Elevation* and Signage Plan* Checklist)
☐	☒	Landscape Plan (See Landscape Plan Checklist)*
☐	☒	Floor Plan
☐	☒	Other _____

Planned Development

YES	N/A	
☐	☐	Written Letter with Detailed Description of proposed development with proposed conditions.
☐	☐	Conceptual Plan

(The purpose of a Conceptual Plan is to provide a general layout of the proposed development prior to a more specific Development Plan being submitted. A Conceptual Plan shall be construed to be an illustration of the development concepts only and not an exact representation of the specific development proposed.)

☐	☐	Development Plan with proposed PD Conditions (see Development Plan Checklist)*

(The purpose of a Development Plan is to specifically illustrate the proposed location and arrangement of uses and structures, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development. Development Plan shall be incorporated into the regulations of the PD ordinance, shall be construed in conjunction with the authorized uses and development standards set forth in such regulations, and shall be in general conformity with the approved Conceptual Plan for the PD (if applicable).

Development Plan Submittal includes the following:

YES	N/A	
☐	☐	Site plan (see Site Plan Checklist)*
☐	☐	Building Elevation and Signage Plan (See Building Elevation and Signage Plan Checklist)*
☐	☐	Landscape Plan (See Landscape Plan Checklist)*
☐	☐	Floor Plan
☐	☐	Other

_____

SUBMITTAL CHECKLIST

Amendment of Planned Development

YES N/A

- ☐ ☐ Written Letter with Detailed Description of proposed operation including list of proposed changes.
- ☐ ☐ Revised Development Plan (See Development Plan Checklist)*

Development Plan

YES N/A

- ☐ ☐ Proposed PD Conditions
- ☐ ☐ Site plan (see Site Plan Checklist)*
- ☐ ☐ Building Elevation and Signage Plan (See Building Elevation and Signage Plan Checklist)*
- ☐ ☐ Landscape Plan (See Landscape Plan Checklist)*
- ☐ ☐ Floor Plan
- ☐ ☐ Other _____

Change of Zoning

YES N/A

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

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

ATTACHMENT 4

ORDINANCE NO. 2371

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING DOWNTOWN DUNCANVILLE "DD" DISTRICT ZONING TO INCLUDE A SPECIFIC USE "SU" SPECIFIC USE PERMIT TO ALLOW A PARTY/EVENT FACILITY (INDOOR ONLY) ON A PORTION OF MAIN COMMONS, BLOCK 3, LOT 1A, APPROXIMATELY 0.617 ACRES, MORE COMMONLY KNOWN AS 134 N. MAIN STREET, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE FLOORPLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS "B" ; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended Downtown Duncanville "DD" District zoning to include a "SU" Specific Use Permit to allow a Party/Event Facility (Indoor Only) on a portion of Main Commons, Block 3, Lot 1A, approximately 0.617 acres, more commonly known as 134 N. Main Street, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", and Exhibit "B", , attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with the floorplan, Exhibit B, as special conditions and as amended herein, subject to the following additional special conditions:

1. Property shall be developed in accordance with the floor plan, which is attached hereto as Attachment 3 and is incorporated herein as special conditions.

2. Property shall meet all city, state, and federal regulations for building and fire codes, and accessibility, including maintain the required fire sprinkler system.

3. Final occupancy, as determined by the Building Official and Fire Marshal, will be determined through applicable permitting in accordance with the Building and Fire Codes.

4. The existing public parking available in the Downtown Duncanville District shall satisfy the parking needs for the use.

5. Alcohol beverages may be provided by customers or customers' caterers in connection with the rental of the facility served by a TABC licensed server. A Texas Alcoholic Beverage Commission (TABC) licensed server shall be employed for any event where alcohol is present. The licensed server shall be responsible for ensuring an enforcement of TABC regulations thereof during any event.

6. Alcohol may only be possessed and consumed inside the building and is subject to TABC and City regulations and in compliance with any applicable regulatory agency.

7. Applicant/Operator, MI Events, LLC, will be responsible for providing staff during events to ensure compliance with all rules and regulations.

8. At least one security officer (off-duty police) will be required to be on site for parties beginning after 6:00pm for events of 50 or more attendees or any event where alcohol will be served.

9. Hours of operation for events shall be any day from 7:00 am to 1:00 am (time will vary for each event) with large events to be held on Friday and Saturday evenings beginning at 6:00 pm.

10. The time period of the Specific Use permit shall run with the lease to MI Events, LLC.

11. Applicant/operator shall consider making valet parking available for larger events within a designated location established with a shared parking agreement.

SECTION 3. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September 2019.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

CITY OF DUNCANVILLE TEXAS

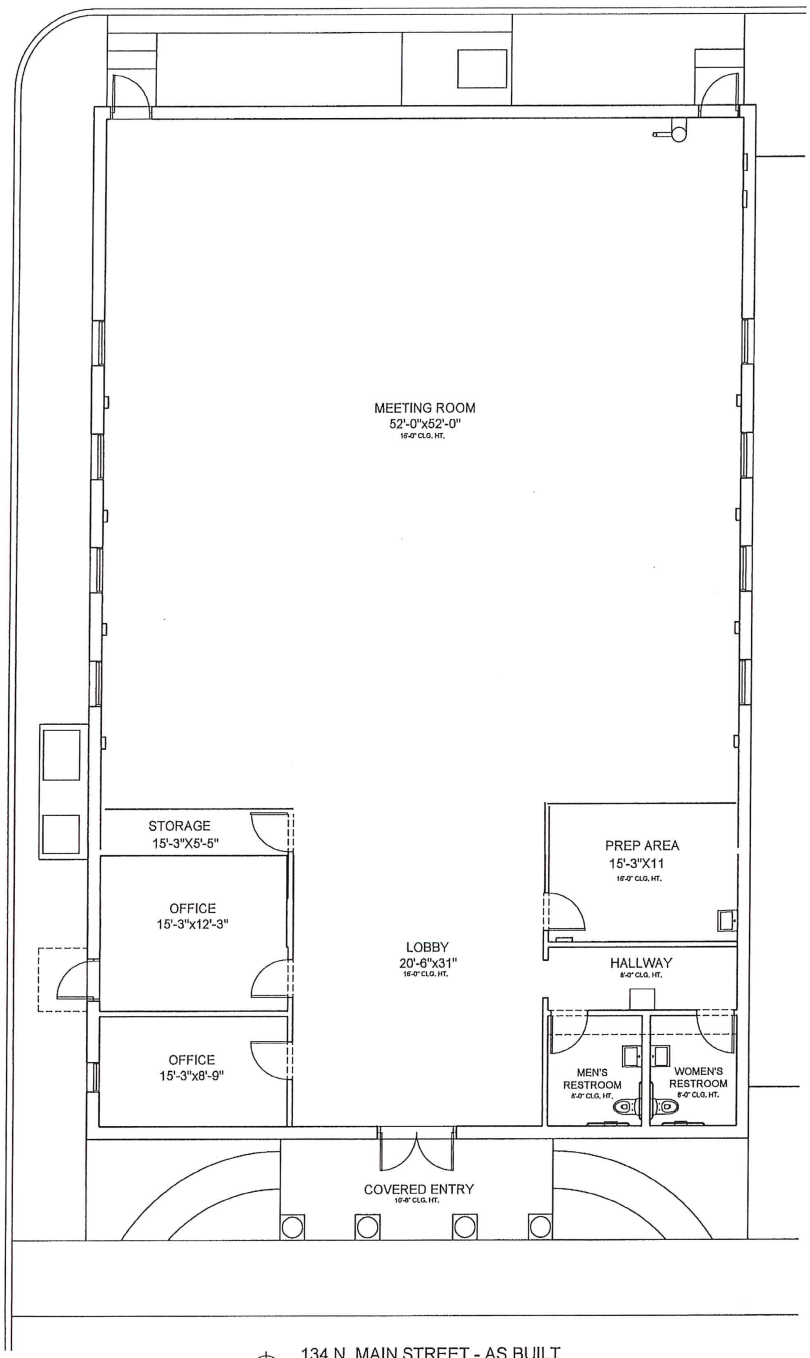
APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Being a portion of an approximately 0.617-acre lot, tract, or parcel of land recorded as Lot 1A, Block 3, Main Commons Addition, as recorded in Volume 2007194597, Plat Records, Dallas County Texas, more commonly known as 134 N. Main Street, Duncanville.

EXHIBIT B



134 N. MAIN STREET - AS BUILT

SCALE: 1/8" = 1'-0" 4,428 SF

ATTACHMENT 5

May 30, 2023

Christopher Duncan
Options Real Estate
111 E Davis Street, Suite 101,
Duncanville, TX 75116

Nathan Warren
Senior Planner
City of Duncanville
203 E Wheatland Road,
Duncanville, TX, 75116

Mr. Warren,

We a writing to request that the Planning & Zoning Commission and the City Council kindly rescind the existing Specific Use Permit (SUP) at 134 N Main Street in Duncanville. This request is being made in order to obtain a new SUP that would enable Main Commons to offer Texas Fadez Barber School a more suitable location.

By rescinding the existing SUP, the path will be cleared for the implementation of the new SUP application. We respectfully request that you consider and rescind the previously existing SUP at Main Commons.

Thank you,
Christopher Duncan

ATTACHMENT 6

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

May 31, 2023

Zoning File: **2023-16**

Dear Property Owner:

Monte Anderson, Applicant, representing Main Commons LTD., owner, is requesting to rescind an existing Specific Use Permit (Ordinance No. 2371) to allow for the use of School, Business, Trade, or Vocational on Main Commons, Block 3, Lot 1A, ACS 0.6017, more commonly known as 134 North Main Street, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for this zoning request for this particular public hearing. Please refer to the enclosed map that indicates which property is being requested to have an existing Specific Use Permit rescinded.

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request. If you oppose the zoning request, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

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

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

Sincerely,

Nathan Warren

Nathan Warren
Senior City Planner

Enclosures

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

Mayo 31, 2023

Archivo de zonificación: **2023-16**

Estimado propietario:

Monte Anderson, solicitante, representando a Main Commons LTD., propietario, está solicitando rescindir un Permiso de Uso Específico para permitir el uso de Escuela, Negocio, Oficio o Vocacional en Main Commons, Block 3, Lot 1A, ACS 0.6017, más comúnmente conocido como 134 North Main Street, en la ciudad de Duncanville, condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para esta solicitud de zonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica a qué propiedad se le solicita la rescisión de un Permiso de Uso Especifico existente.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Junio de 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 18 de Julio de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud propuesta. Sin embargo, si se opone la solicitud zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Julio de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

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

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

Sinceramente

Nathan Warren

Nathan Warren
Planificador de la Cuidad

Recintos

The following form may be filled out and mailed to:

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

Case No. 2023-16 Monte Anderson, Applicant, representing Main Commons LTD., Owner, is requesting to rescind an existing Specific Use Permit (SUP) to allow for the use of School, Business, Trade, or Vocational on Main Commons, Block 3, Lot 1A, ACS 0.6017, more commonly known as 134 North Main Street, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning request.

NOTE: The purpose of the request is to **rescind an existing Specific Use Permit**

You have been sent this notice since your property is within the 200-foot notification area of the property being requested to rescind an existing Specific Use Permit. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request.

If you oppose the request, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: ___

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

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

Caso No. 2023-16 Monte Anderson, Solicitante, representando a Main Commons LTD., Propietario, está solicitando la rescindir un Permiso de Uso Específico (SUP) existente para permitir el uso de Escuela, Negocio, Oficio, o Vocacional en Main Commons, Block 3, Lot 1A, ACS 0.6017, más comúnmente conocido como 134 North Main Street, en la Cuidad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre la solicitud de zonificación.

NOTA: El propósito de la solicitud es para **rescindir el Permiso de Uso Especifico existente**.

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Junio 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 18 de Julio de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Julio de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

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

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

Mis razones son las siguientes:

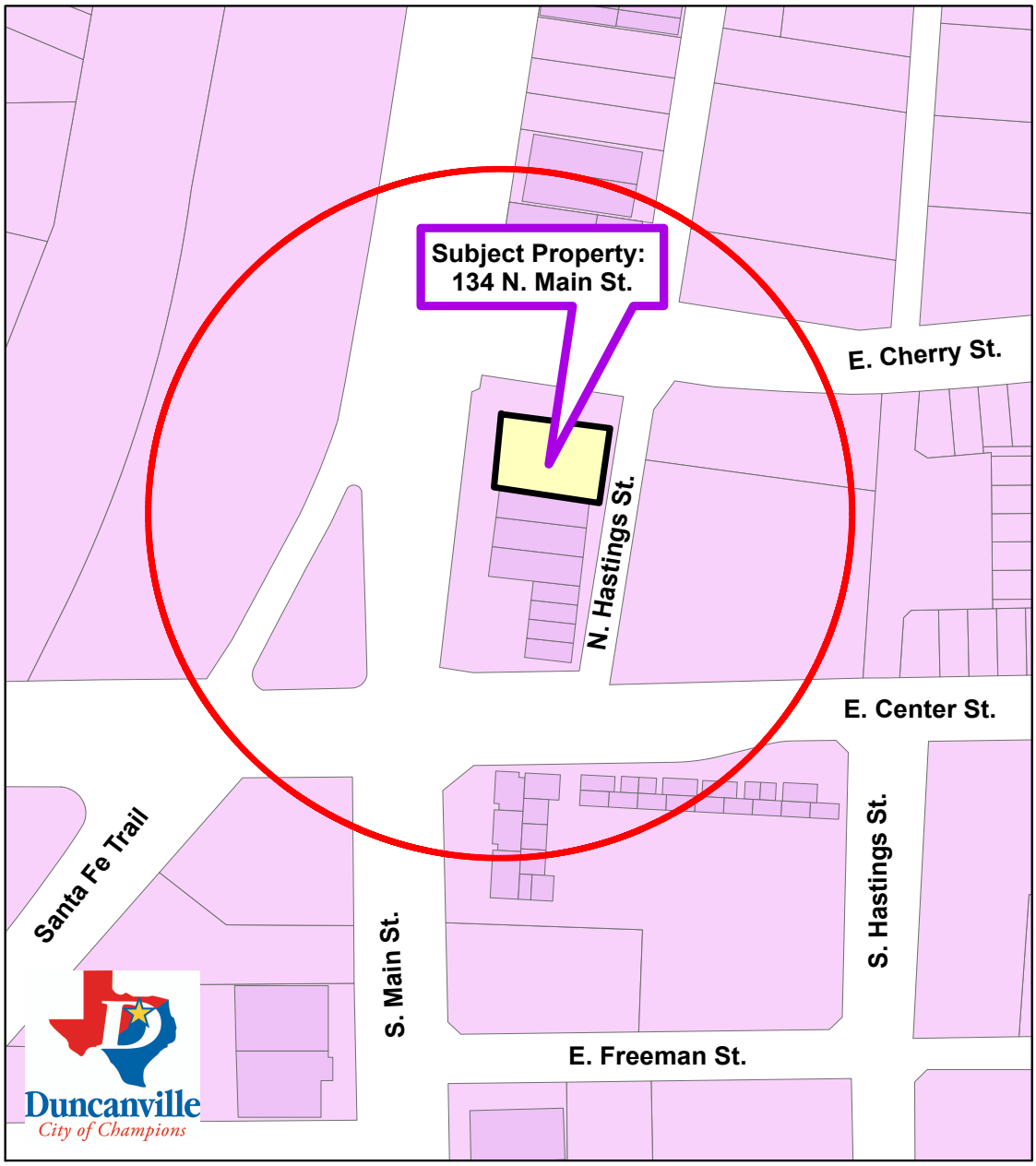
1).

2).

3).

Nombre impreso: _____ Dirección: _____

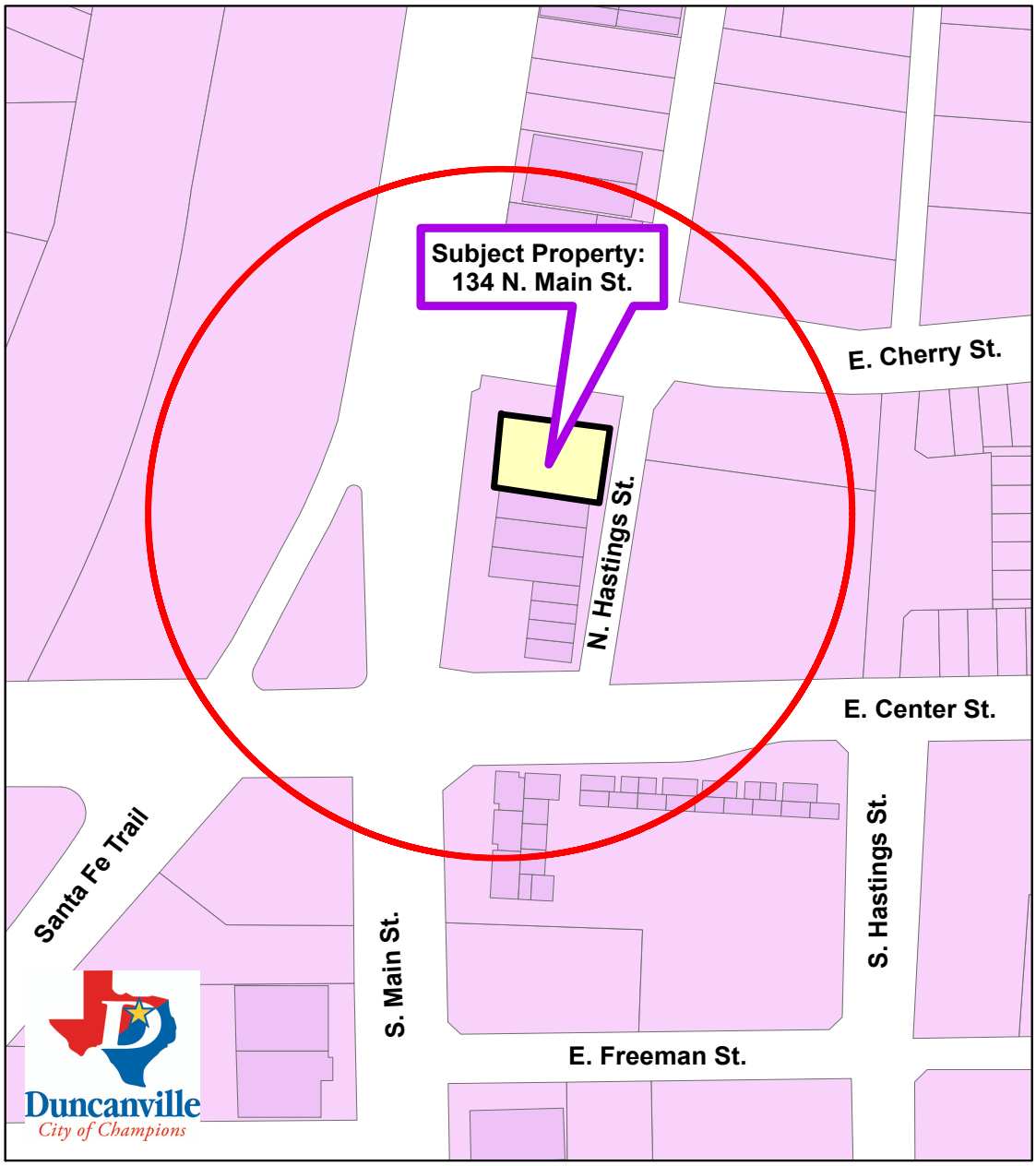
Firma: _____ Fecha: __



The applicant is requesting to rescind an existing Specific Use Permit to allow for the use of School, Business, Commercial or Vocational use.

The purpose of this request is to rescind the existing Specific Use Permit allowing for the applicant to apply for a new Specific Use Permit to operate as a barber college.

Questions?
Contact Planning and Zoning at 972-707-3878 or 972-780-5057. You can also send an email to lynette.romero@duncanvilletx.gov or nathan.warren@duncanvilletx.gov.



El solicitante solicita la rescisión de un Permiso de uso específico existente para permitir el uso Escuela, Negocio, Oficio o Vocacional.

El propósito de esta solicitud es rescindir el Permiso de Uso Específico existente que permite al solicitante solicitar un nuevo Permiso de Uso Específico para operar como un colegio de peluqueros.

¿Preguntas?
Comuníquese con Planificación y Zonificación al 972-707-3878 o al 972-780-5057. También puede enviar un correo electrónico a lynette.romero@duncanvilletx.gov o nathan.warren@duncanvilletx.gov.

RECEIVED
06.07.2023

The following form may be filled out and mailed to:

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

Case No. 2023-16 Monte Anderson, Applicant, representing Main Commons LTD., Owner, is requesting to rescind an existing Specific Use Permit (SUP) to allow for the use of School, Business, Trade, or Vocational on Main Commons, Block 3, Lot 1A, ACS 0.6017, more commonly known as 134 North Main Street, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning request.

NOTE: The purpose of the request is to **rescind an existing Specific Use Permit**

You have been sent this notice since your property is within the 200-foot notification area of the property being requested to rescind an existing Specific Use Permit. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request.

If you oppose the request, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

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

_✓_ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1). Parking Problems

2). Main Street does not need another barbershop & not a barber school
This is not the right location for this type of school Not good for
3). Main Street

Printed Name: MARY NANCE MAEN Address: 206 North Main Street

Signature: Mary Nance Maen Date: 6/7/2023

The following form may be filled out and mailed to:

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

Case No. 2023-16 Monte Anderson, Applicant, representing Main Commons LTD., Owner, is requesting to rescind an existing Specific Use Permit (SUP) to allow for the use of School, Business, Trade, or Vocational on Main Commons, Block 3, Lot 1A, ACS 0.6017, more commonly known as 134 North Main Street, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning request.

NOTE: The purpose of the request is to **rescind an existing Specific Use Permit**

You have been sent this notice since your property is within the 200-foot notification area of the property being requested to rescind an existing Specific Use Permit. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request.

If you oppose the request, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

Printed Name: JASTON LOTT Address: 260 S MAIN – 304 N. Main

Signature: Date: 6/5/2023

RECEIVED 06.13.2023

ATTACHMENT 7

LOTT DALTON L
PO BOX 381146
DUNCANVILLE, TEXAS 751381146

RAMARK GROUP LTD
202 N MAIN ST
DUNCANVILLE, TEXAS 751163649

MAIN COMMONS DUNCANVILLE
111 E DAVIS ST STE 101
DUNCANVILLE, TEXAS 751163615

~~DUNCANVILLE CITY OF~~
~~PO BOX 308280~~
~~DUNCANVILLE, TEXAS 751380280~~

~~DUNCANVILLE OUTREACH~~
~~PO BOX 380998~~
~~DUNCANVILLE, TEXAS 751380998~~

205 E CENTER STREET LP
4225 VERSAILLES AVE
DALLAS, TEXAS 752053008

~~MAIN STATION DUNCANVILLE~~
~~111 E DAVIS ST #101~~
~~DUNCANVILLE, TEXAS 751163615~~

DEAN WILLIAM R ET AL
101 S MAIN ST
DUNCANVILLE, TEXAS 751164703

202H LLC
1004 SISTERS LN
OVILLA, TEXAS 751545824

MAZA MARY C NANCE
PO BOX 380-553
DUNCANVILLE, TEXAS 751380553

BNSF RAILWAY
PO BOX 961089
FORT WORTH, TEXAS 761610089

8 notices mailed out

ORDINANCE NO. 2483

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, RECINDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BE AND THE SAME HEREBY REVOKE A SPECIAL USE PERMIT "SUP" FOR SPECIAL EVENTS CENTER (ORDINANCE NO. 2371) ON PROPERTY CURRENTLY ZONED AS DOWNTOWN DUNCANVILLE DISTRICT LOCATED AT 134 N. MAIN STREET, DUNCANVILLE, TEXAS AND MORE PARTICULARLY IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be and the same are hereby revoke a Special Use Permit for Special Events Center (Ordinance No. 2371) and on property currently zoned as Downtown Duncanville District located at 134 N. Main Street, Duncanville, Texas more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2. That the above-described Property shall be used only in the manner and for the purposes provided in Downtown Duncanville District (DD) as provided for by the Comprehensive Zoning Ordinance of the City of Duncanville.

SECTION 3. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being a portion of an approximately 0.617-acre lot, tract, or parcel of land recorded as Lot 1A, Block 3, Main Commons Addition, as recorded in Volume 2007194597, Plat Records, Dallas County Texas, more commonly known as 134 N. Main Street, Duncanville.

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Conduct a public hearing for consideration and action regarding the request of Katherine Jackson, applicant, representing Tommy Winn, owner, for a Zoning Change from DD, Downtown District to LOR, Local Office Retail District and adopt an ordinance to amend the Comprehensive Zoning Ordinance and map on AMG Merrill ABST 884, PG 075, TR 47, 48 & PT TR 43 ACS 0.834 and AMG Merrill ABST 884, PG 075, TR 42 ACS 0.4400, more commonly known as 210 and 214 South Main Street, in the City of Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The Future Land Use Plan Map shows the subject property being located within Opportunity Area 10, Downtown District.The Plan envisions the Area as a regional destination and a hub of activity in the city. This would also be achieved with vertical mixed use and boutique retail development. This area is also envisioned as being pedestrian-orientated.

The Plan goes further on to list strategies that will help achieve the vision for the Downtown District:

- Facilitate the transition of nonconforming properties and land uses.
- Identify nonconforming properties and work with property owners to relocate or bring the property into compliance.
- Continue to pursue public improvements as identified in the Downtown Plan.

- Develop a unique theme and feel for the district.
- Transition smoothly to and from adjacent Opportunity Areas.
- Make walkability and connectivity (both to and through the district) a top priority.
- Identify key parcels for development and specific companies to recruit for those spaces.

Project Scope
The subject property is zoned DD, Downtown District—Urban Living. In this zoning district, the use *Professional Office, Local Scale* is not permitted. The Comprehensive Zoning Ordinance defines the use *Professional Office, Local Scale* as "an establishment for the conduct of a variety of businesses in an office setting completely enclosed within a structure less than or equal to 10,000 square feet. Examples of Professional Office uses include offices for real estate agents, counselors, tax consultants, accountants, lawyers, engineers, and insurance agents." Under this current zoning, only one business would be permitted on the property due to the size of the structure. The applicant enjoys the ability to provide multiple services and new tenants are being denied the opportunity to operate at the subject location due to this restriction. The use *Professional Office, Local Scale* is permitted by right in the zoning district LOR, Local Office/Retail.

Surrounding Land Use
The subject property is surrounded by DD, Downtown District—Urban Living to the north, south, east, and west.

Planning and Zoning Commission Action
On Monday, June 12, 2023, the Planning and Zoning Commission approved the item by a vote of 4 to 0.

POLICY EXPLANATION:
Notification
Fifteen (15) notices were sent out for this public hearing. As of this writing, one (1) response has been received in favor of the request and no responses have been received in opposition to the request. Letters will be received until Tuesday, July 18, 2023, to fulfill legal requirements for a written formal protest to City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Legal Advertisement
Attachment 2 - Area of Request Maps
Attachment 3 - Zoning Change Application

Attachment 4 - Applicant Exhibits
Attachment 5 - Letter of Intent
Attachment 6 - Letter to Property owners & Buffer Map & Responses
Attachment 7 - List of Property Owners within 200 FT
Ordinance No. 2481

ATTACHMENT 1

Advertise 1 time - By May 30

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2023-14

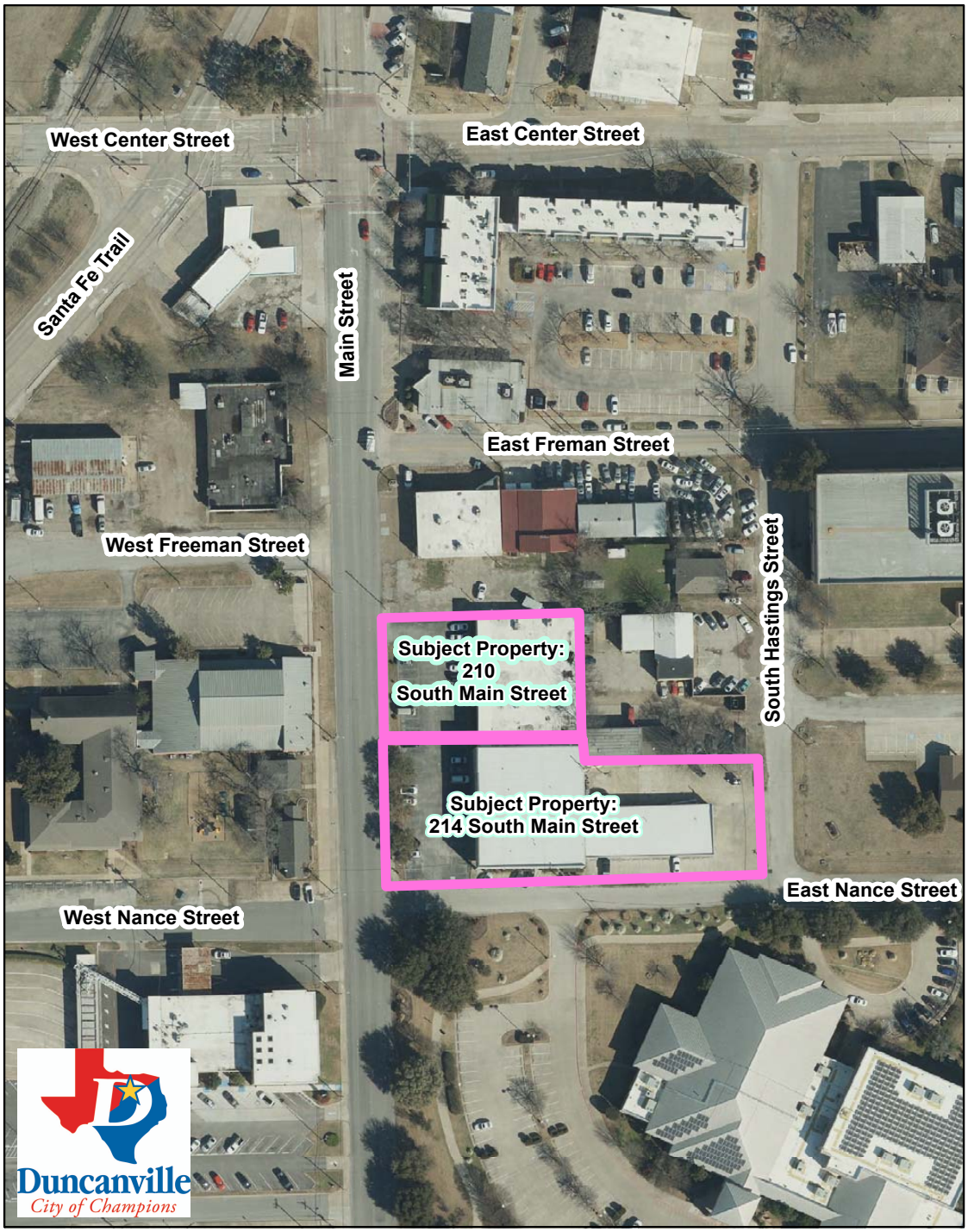
A public hearing will be held before the Planning and Zoning Commission on Monday, June 12, 2023, at 7:00 p.m., and before City Council on Tuesday, July 18, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of Katherine Jackson, Applicant, for a Zoning Change from DD, Downtown District to LOR, Local Office Retail District, on A M G Merrill ABST 884 PG 075, TR 42 ACS 0.4400 and A M G Merrill ABST 884 PG 075, TR 43 ACS 0.834 O T, more commonly known as 210 and 214 South Main Street, City of Duncanville, Dallas County, Texas.

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

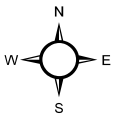
CITY OF DUNCANVILLE
Kristin Downs
Interim City Secretary

Nathan Warren,
Senior Planner

ATTACHMENT 2



Zoning Change request from DD, Downtown District to LOR, Local Office Retail District
Case 2023-14
210 - 214 South Main Street





Request for Zoning Change from
DD, Downtown District to LOR, Local Office Retail District
Case 2023-14
210-214 South Main Street

ATTACHMENT 3

Duncanville
City of Champions

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

ZONING CHANGE APPLICATION

CONTACT INFORMATION — REQUIRED

Applicant/ Agent Katherine Jackson **Contact:** [redacted]

☐ **Engineer** ☐ **Architect** ☐ **Surveyor** ☐ **Owner** ☒ **Other**

Applicant/Agent Address: [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]

Agent Email: [redacted] **Telephone:** [redacted] **(Fax)**

Property Owner: Tommy Winn Contact: [redacted]

Owner Address [redacted] City: [redacted] State: [redacted] Zip: [redacted]

Owner Email: [redacted] Telephone: [redacted] (Fax)

PROPERTY INFORMATION — REQUIRED

Property Address: 210 & 214 South Main Street

Legal Description of Property: Found at bottom of page three and attached as Exhibit A

Lot No. N/A Block No. N/A Acreage: 3.17 Acres Existing Zoning District: Downtown District Urban Living

REQUEST TYPE — REQUIRED

☐ Specific Use Permit - Commercial
For _____

☐ Specific Use Permit - Residential
For _____

☒ Change in Zoning
From Downtown District Urban Living To Local Office Retail

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

SUBMITTAL DOCUMENTS — REQUIRED

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

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

Acknowledgments

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

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

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

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

Signature of Current Property Owner — Date: 4/11/23

Notarization

BEFORE ME, a notary public, on this day personally appeared Tommy Winn, known to or proved to me on the oath of _____ or through TX DL (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of April, 2023

(Seal)

ELIZABETH ANN GODFREY
Notary Public, State of Texas
Comm. Expires 11-28-2025
Notary ID 124055137

Notary Public in and for the State of Texas
My Commission Expires: 11-28-2025

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

Owner Validation

Applicant has permission to pursue a zoning change on the property located at 210 and 214 S. Main St. with the City of Duncanville.

Katherine Jackson — 4/11/23

Signature of Owner/Agent — Date

BEFORE ME, a notary public, on this day personally appeared Katherine Jackson, known to or proved to me on the oath of _____ or through TX DL (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of April, 2023.

(SEAL)

ELIZABETH ANN GODFREY
Notary Public, State of Texas
Comm. Expires 11-28-2025
Notary ID 124055137

Elizabeth Ann Godfrey

Notary Public in and for the State of Texas

My Commission Expires: 11-28-2025

Legal Description of Property:
Tract 1: Being a 0.834 acre tract of land located in the City of Duncanville, Texas,...; Tract 2 being a 0.44 acre tract of land situated in the City of Duncanville, Dallas County, Texas and being a apart of the A.M.G. Merrill Survey, Abstract No. 884,...; and Tract 3 being a 1.8997 acre tract of land situated in the City of Duncanville, Dallas County, Texas, and being in the John H. Spruce Survey, Abstract No. 1297,...; with all three tracts being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

SUBMITTAL CHECKLIST

Specific Use Permit - Commercial

Please check if applicable

YES	N/A	
☐	☐	Written Letter with detailed description of proposed operation
☐	☐	Site Plan
☐	☐	Building Elevation and Signage Plan
☐	☐	Landscape Plan
☐	☐	Floor Plans
☐	☐	Other _____

Specific Use Permit - Residential

Please check if applicable

YES	N/A	
☐	☐	Written Letter of Intent with detailed description of request
☐	☐	HOA approval letter (if applicable)
☐	☐	Drawings, spec sheets, diagrams or other documents in electronic format (PDF)
☐	☐	Letter from owner (if applicant is not owner) and/or approval letter from HOA (if applicable)
☐	☐	Other _____

Planned Development

YES	N/A	
☐	☐	Written Letter with detailed description of proposed development with proposed conditions
☐	☐	Conceptual Plan

(The purpose of a Conceptual Plan is to provide a general layout of the proposed development prior to a more specific Development Plan being submitted. A Conceptual Plan shall be construed to be an illustration of the development concepts only and not an exact representation of the specific development proposed.)

☐ ☐ Development Plan with proposed PD Conditions

(The purpose of a Development Plan is to specifically illustrate the proposed location and arrangement of uses and structures, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development. Development Plan shall be incorporated into the regulations of the PD ordinance, shall be construed in conjunction with the authorized uses and development standards set forth in such regulations, and shall be in general conformity with the approved Conceptual Plan for the PD (if applicable).

REQUIRED

Development Plan Submittal includes the following:

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

Amendment of Planned Development

YES N/A

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

Development Plan

YES N/A

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

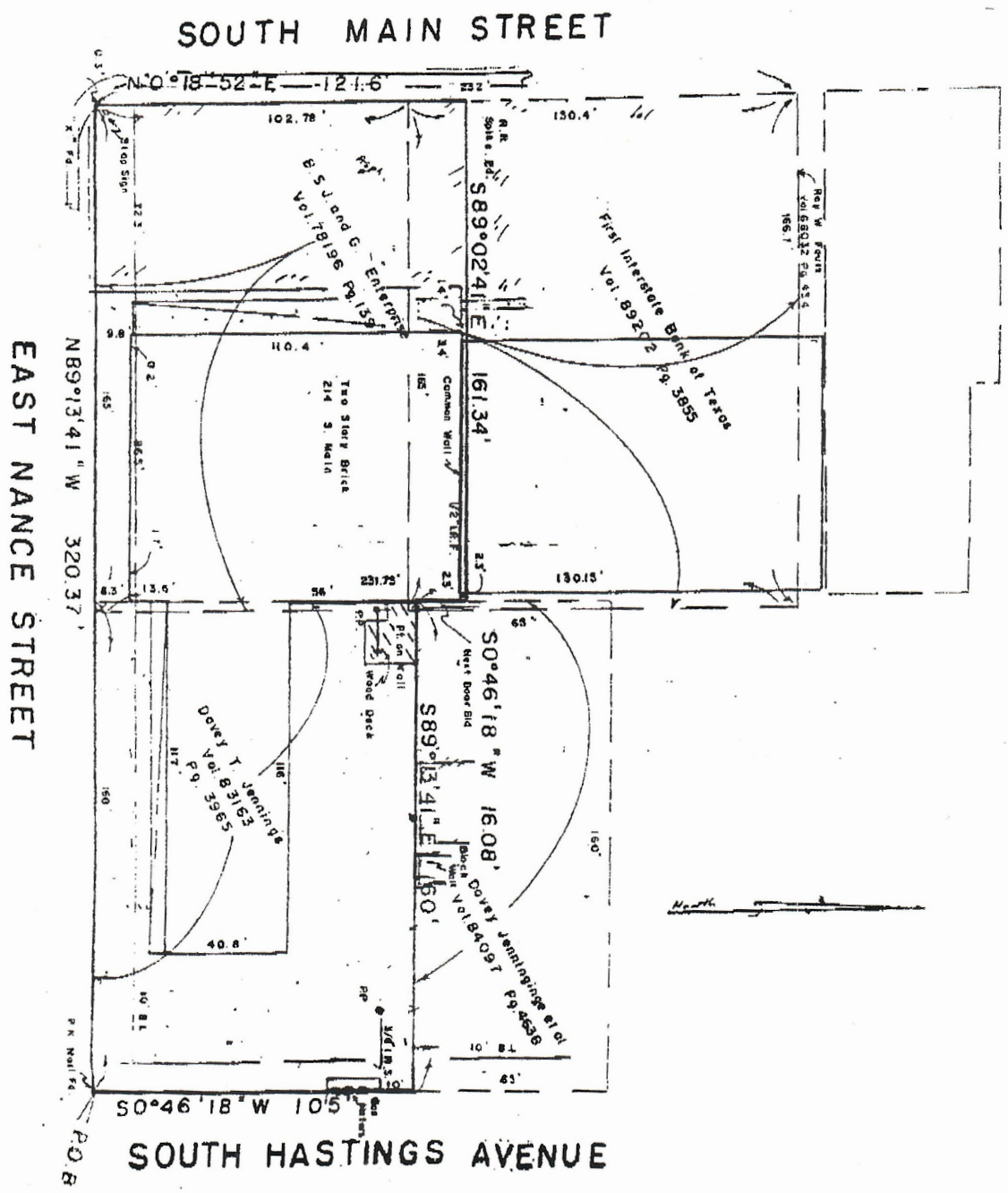
Change of Zoning

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

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

REQUIRED

ATTACHMENT 4



SITE DESCRIPTION AND ANALYSIS

Physical Characteristics

Location:	Specifically known as 210 & 214 S. Main St. The subject is located one block South of the intersection of S. Main St. and Center St., in Duncanville, Texas.
Frontage:	The site has frontage along S. Main St., Nance, and Hastings.
Size:	1.2587466 acres or 54,831 sq.ft. +/- (Per DCAD Records)
Topography:	The subject is elevated properly and has adequate to good drainage. In addition to the normal grading, the subject property is graded and swaled at strategic locations along the parking lot to provide maximum drainage for patron comfort and safety.
Soil:	No soil report was furnished this appraiser, therefore, no analysis shall be made in regard to this matter, or guaranteed.
Egress/Ingress:	At the time of the property inspection, the subject property had Egress/Ingress points along S. Main St., Nance, and Hastings.
Flood Plain:	According to the Flood Plain Insurance Rate Map published by the Federal Emergency Management Agency dated August 23, 2001 (Panel No 48113C 0470J), the subject does not appear to lie within a flood zone. See flood zone map provided just after this section of the report.
Utilities:	All utilities are available to the subject property.

Site Description and Analysis (Cont.)

Easements and Encroachments: These items are considered to be the standard Easements normally associated with utilities. However, this appraiser is not a surveyor or abstractor; therefore, this appraiser does not guarantee the further presence or absence of any other easements or encumbrances upon or regarding the subject property. Please note the subject identification in regard to these items.

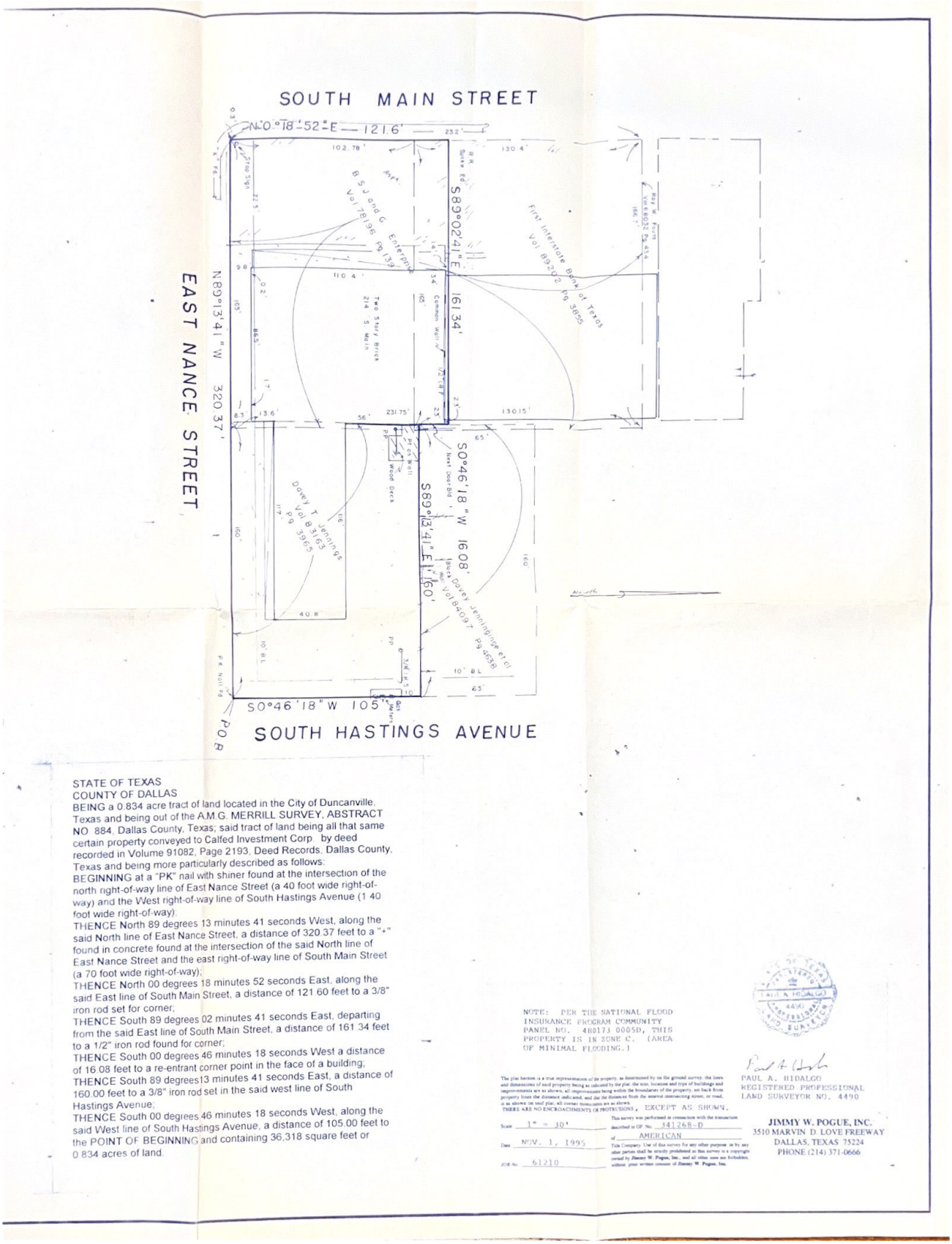
Improvements: The subject site is improved with two office buildings containing a combined area of 31,620 sq.ft. The subject parking area is concrete and asphalt paved.

Hazardous Waste Areas:

The appraisers assume that there are no hidden or unapparent conditions of the appraised property, which would render it more or less valuable. Further, the appraisers assume that there are no potentially harmful asbestos or other materials and/or site contaminants in, on, or near soil, subsoil, or structure, if any, of the appraised property and that there has been no disposal, discharge, leakage, or spillage, pollutants or contaminants which would render it more or less valuable, whether or not these materials or contaminants are apparent or hidden and unapparent.

No responsibility is assumed by the appraisers for these conditions. In addition, no responsibility is assumed by the appraisers for the cost of engineering and/or laboratory studies which might be required to discover such materials or contaminants. And no such engineering or laboratory studies have been ordered for the appraised property.

Determining the presence or absence of hazardous materials require an engineering study and is beyond the expertise of this appraiser. The value conclusions contained in this report are based on the assumption that no hazardous materials exist within the subject property or the surrounding area.



STATE OF TEXAS
COUNTY OF DALLAS

BEING a 0.834 acre tract of land located in the City of Duncanville, Texas and being out of the A.M.G. MERRILL SURVEY, ABSTRACT NO. 884, Dallas County, Texas; said tract of land being all that same certain property conveyed to Calfed Investment Corp by deed recorded in Volume 91082, Page 2193, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a "PK" nail with shiner found at the intersection of the north right-of-way line of East Nance Street (a 40 foot wide right-of-way) and the West right-of-way line of South Hastings Avenue (1 40 foot wide right-of-way);

THENCE North 89 degrees 13 minutes 41 seconds West, along the said North line of East Nance Street, a distance of 320.37 feet to a "+" found in concrete found at the intersection of the said North line of East Nance Street and the east right-of-way line of South Main Street (a 70 foot wide right-of-way);

THENCE North 00 degrees 18 minutes 52 seconds East, along the said East line of South Main Street, a distance of 121.60 feet to a 3/8" iron rod set for corner;

THENCE South 89 degrees 02 minutes 41 seconds East, departing from the said East line of South Main Street, a distance of 161.34 feet to a 1/2" iron rod found for corner;

THENCE South 00 degrees 46 minutes 18 seconds West a distance of 16.08 feet to a re-entrant corner point in the face of a building;

THENCE South 89 degrees13 minutes 41 seconds East, a distance of 160.00 feet to a 3/8" iron rod set in the said west line of South Hastings Avenue;

THENCE South 00 degrees 46 minutes 18 seconds West, along the said West line of South Hastings Avenue, a distance of 105.00 feet to the POINT OF BEGINNING and containing 36,318 square feet or 0.834 acres of land.

NOTE: PER THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY PANEL NO. 480173 0005D, THIS PROPERTY IS IN ZONE C. (AREA OF MINIMAL FLOODING.)

The plat hereon is a true representation of the property, as determined by on the ground survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, and that the distances from the nearest intersecting street, or road, it as shown on said plat; all corner monuments are as shown.
THERE ARE NO ENCROACHMENTS OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale 1" = 30'
Date NOV. 1, 1995
JOB No. 61210

This survey was performed in connection with the transaction described in GF No. 341268-D of AMERICAN Title Company. Use of this survey for any other purpose or by any other person shall be strictly prohibited as this survey is a copyright owned by Jimmy W. Pogue, Inc., and all other uses are forbidden, without prior written consent of Jimmy W. Pogue, Inc.

PAUL A. HIDALGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4490

JIMMY W. POGUE, INC.
3510 MARVIN D LOVE FREEWAY
DALLAS, TEXAS 75224
PHONE (214) 371-0666

ATTACHMENT 5

Change of Zoning Request

Lonestar Place at 210 and 214 South Main Street has been an integral part of the City of Duncanville for over 20 years and is pleased to continue serving the community. Our current zoning is “Downtown District, Urban Living” and we feel “Local Office Retail” would be more appropriate. This change would support the current policies outlined in the adopted Comprehensive Plan.

Lonestar Place is only a block away from the General Main Street district, and we currently house businesses benefiting the community. The proposed change will be appropriate in the immediate area and will allow us to continue serving the community at the highest level possible. As indicated in the community survey, 95% of respondents identified local retailers and specialty shops are an important concern. Lonestar Place directly addresses this concern by offering citizens local medical, mental health, aesthetic, and photography services, in addition to other more novel practices like youth athletics, trophy making, and window cleaning. Under our current zoning restriction, one business would have to occupy our entire building, only offering one service. This would eliminate the diversity of services we are able to offer the community. Moreover, the general layout of our building is not conducive to housing one business.

The proposed change is in accordance with existing plans for the area. It would not affect public schools, streets, water supply, sanitary sewers, or other utilities. In addition, the proposed amendment will not affect the public health, safety, morals, or general welfare in the downtown area. We can confidently make this statement because our current tenants are grandfathered into their current zoning, and the changes have not affected us at this point, so the above-listed factors will not be impacted.

The proposed change will prevent Lonestar Place tenant vacancies, so we can continue to be an integral part of the City of Duncanville. We look forward to continuing to serve the community for many years to come.

ATTACHMENT 6

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

May 24, 2023

Zoning File: **2023-14**

Dear Property Owner:

Katherine Jackson, Applicant, representing Tommy Winn, Owner, is requesting approval of a Zoning Change from DD, Downtown District to LOR, Local Office Retail District on A M G Merrill ABST 884 PG 075, TR 42 ACS 0.4400 and A M G Merrill ABST 884 PG 075, TR 43 ACS 0.834 O T, more commonly known as **210 and 214 South Main Street**, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of the subject property that is being requested for a Zoning Change. Please refer to the enclosed map that indicates which property is being requested for a Zoning Change.

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

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

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

Sincerely,

Nathan Warren

Nathan Warren
Senior Planner

Enclosures

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

Mayo 24, 2023

Archivo de zonificación: **2023-14**

Estimado propietario:

Katherine Jackson, solicitante, representando a Tommy Winn, propietario, está solicitando la aprobación de un cambio de zona en A M G Merrill ABST 884 PG 075, TR 42 ACS 0.4400 and A M G Merrill ABST 884 PG 075, TR 43 ACS 0.0834 O T, más comúnmente conocido como **210 and 214 South Main Street**, en la ciudad de Duncanville, condado de Dallas, Texas.

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Junio de 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevara a cabo el Martes 18 de Julio de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Julio de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos a la secretaria interina de la Cuidad, Kristin Downs, o al Planificador de la Cuidad, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico a Lynette Romero, Técnica de Planificación, a lynette.romero@duncanvilletx.gov indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

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

Sinceramente,

Nathan Warren

Nathan Warren
Planificador de la Cuidad

Recintos

The following form may be filled out and mailed to:

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

Case No. 2023-14 Katherine Jackson, Applicant, representing Tommy Winn, Owner, is requesting approval of a Zoning Change from DD, Downtown District to LOR, Local Office Retail District on A M G Merrill ABST 884 PG 075, TR 42 ACS 0.4400 and A M G Merrill ABST 884 PG 075, TR 43 ACS 0.834 O T, more commonly known as **210 and 214 South Main Street**, in the City of Duncanville, Dallas County, Texas.

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

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

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: ___

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

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

Caso No. 2023-14 Katherine Jackson, solicitante, representando a Tommy Winn, propietario, está solicitando la aprobación de un cambio de zona en A M G Merrill ABST 884 PG 075, TR 42 ACS 0.4400 y A M G Merrill ABST 884 PG 075, TR 43 ACS 0.834 O T, más comúnmente conocido como **210 and 214 South Main Street**, en la ciudad de Duncanville, condado de Dallas, Texas.

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

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

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Junio 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 18 de Julio de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **18 de Julio de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

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

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

Mis razones son las siguientes:

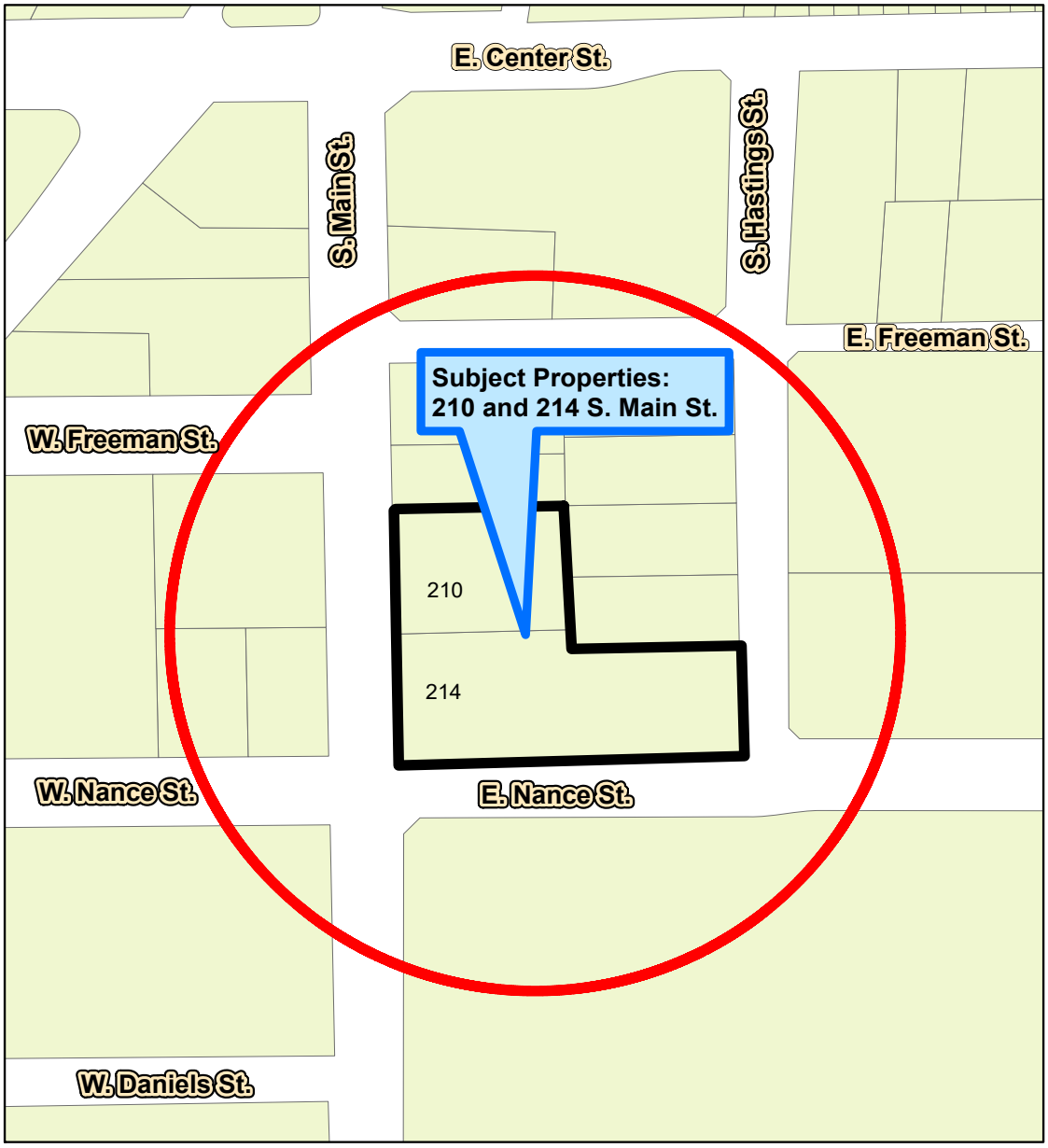
1).

2).

3).

Nombre impreso: _____ Dirección: _____

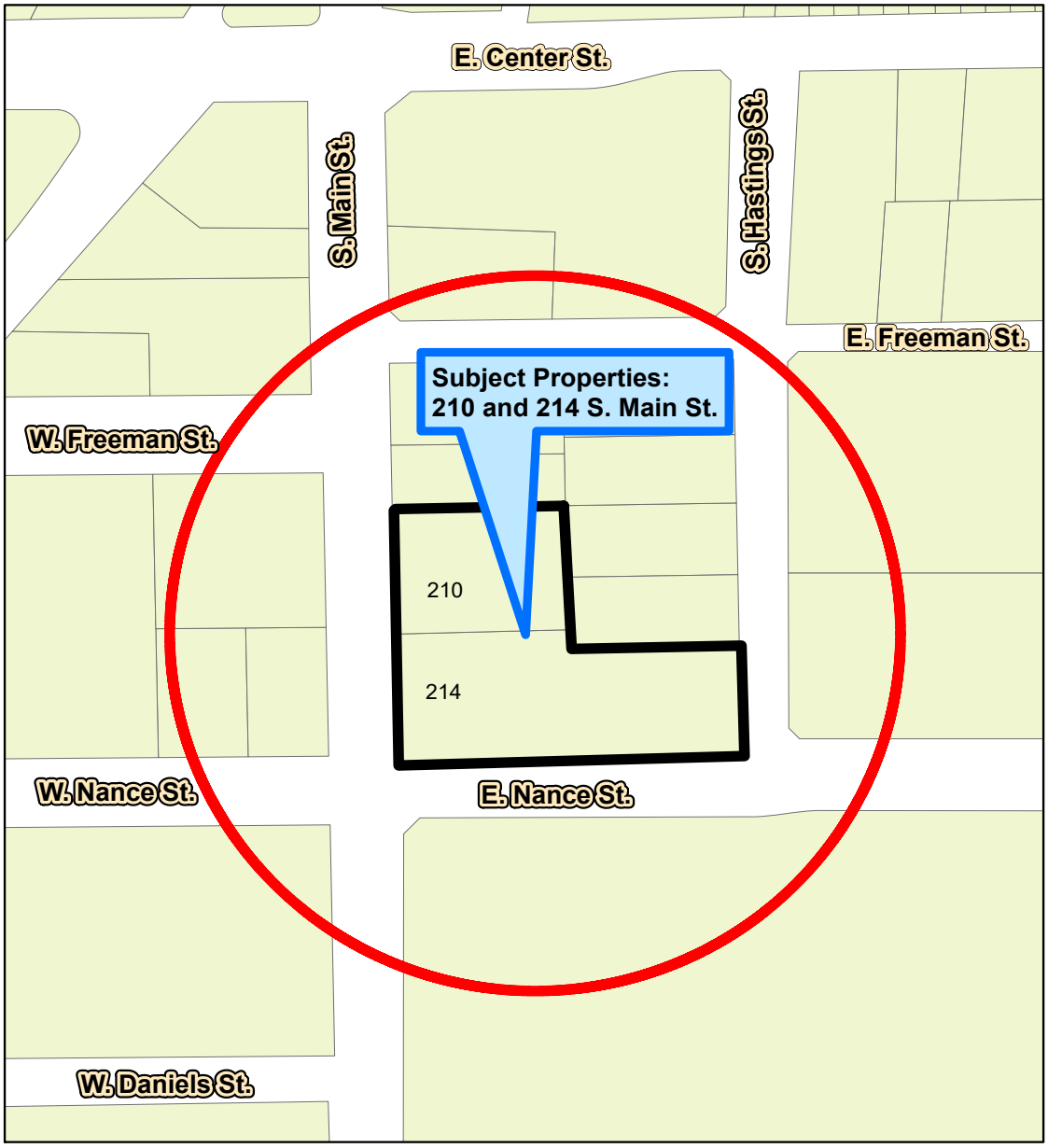
Firma: _____ Fecha: ___



The applicant is requesting a Zoning Change from DD, Downtown District to LOR, Local Office Retail District.

The purpose for this request is to expand the list of uses allowed. To see what uses are allowed within the LOR, Local Office Retail District, please see Section 3.03 of the Comprehensive Zoning Ordinance. This can be found on the Planning & Zoning homepage of the Duncanville City website at www.duncanvilletx.gov.

Questions? Please contact Planning and Zoning at 972-707-3878 or 972-780-5057. You may also email lynette.romero@duncanvilletx.gov or nathan.warren@duncanvilletx.gov.



El solicitante está solicitando un cambio de zonificación de DD, Downtown District (Distrito del Centro) a LOR, Local Office Retail (Distrito Comercial de Oficinas Locales).

El objeto de esta solicitud es ampliar la lista de usos permitidos. Para ver que usos estan permitidos dentro del LOR, Local Office Retail District, consulte la Sección 3.03 del Ordenanza Integral de Zonificación. Esto se puede encontrar en la página de inicio de Planificación y Zonificación del sitio web de la ciudad de Duncanville en www.duncanvilletx.gov.

¿Preguntas? Comuníquese con Planificación y Zonificación al 972-707-3878 o al 972-780-5057. También puede enviar un correo electrónico a lynette.romero@duncanvilletx.gov o a nathan.warren@duncanvilletx.gov.

The following form may be filled out and mailed to:

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

Case No. 2023-14 Katherine Jackson, Applicant, representing Tommy Winn, Owner, is requesting approval of a Zoning Change from DD, Downtown District to LOR, Local Office Retail District on A M G Merrill ABST 884 PG 075, TR 42 ACS 0.4400 and A M G Merrill ABST 884 PG 075, TR 43 ACS 0.834 O T, more commonly known as **210 and 214 South Main Street**, in the City of Duncanville, Dallas County, Texas.

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

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

The Planning and Zoning Commission will hold a public hearing on Monday, June 12, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 18, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by **July 18, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

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

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

My reasons are as follows:

1).

2).

3).

Printed Name: D Jackson Scott

Signature: [signature]

Address: 204 N Main St, 200, 404

Date: 5/30/2023

06.13.2023
RECEIVED

ATTACHMENT 7

~~DUNCANVILLE CITY OF~~
~~PO BOX 380280~~
~~DUNCANVILLE, TEXAS 751380280~~

~~WINN TOMMY J~~
~~214 S MAIN ST STE 210~~
~~DUNCANVILLE, TEXAS 751164768~~

DUNCANVILLE NOON LIONS CLUB
PO BOX 381055
DUNCANVILLE, TEXAS 751381055

VOSE LEONARD CARLIN
209 S HASTINGS ST
DUNCANVILLE, TEXAS 751164838

MATA SUNILDA MARIA
1303 MEADOW RIDGE DR
DUNCANVILLE, TEXAS 751373632

FIRST CHRISTIAN CHURCH
PO BOX 380249
DUNCANVILLE, TEXAS 751380249

ENCORE FINE PROPERTIES LLC &
PO BOX 18737
SUGAR LAND, TEXAS 774968737

JOHNSON JETTIE B
1207 REGENTS PARK CT
DESOTO, TEXAS 751152838

DL COMMERCIAL LTD
PO BOX 381146
DUNCANVILLE, TEXAS 751381146

SOUTHWESTERN BELL
1010 PINES 9 E L 01
SAINT LOUIS, MISSOURI 631010000

NAPPYBLISS LLC
207 S HASTINGS ST
DUNCANVILLE, TEXAS 751164838

FIRST CHRISTIAN CHURCH
203 S MAIN ST
DUNCANVILLE, TEXAS 751164705

~~DUNCANVILLE CITY OF~~
~~PO BOX 380280~~
~~DUNCANVILLE, TEXAS 751380280~~

WINN TOMMY J
214 S MAIN ST STE 210
DUNCANVILLE, TEXAS 751164768

MAIN STATION DUNCANVILLE
111 E DAVIS ST #101
DUNCANVILLE, TEXAS 751163615

VOSE LEONARD C
209 S HASTINGS ST
DUNCANVILLE, TEXAS 751164838

SISCO ROBERT DONALD
5940 SLEEPY HOLLOW LN
MIDLOTHIAN, TEXAS 760654620

~~FIRST CHRISTIAN CHURCH~~
~~203 S MAIN ST~~
~~DUNCANVILLE, TEXAS 751164705~~

TEX AMER BNK DUNCANVILLE
PO BOX 810490
DALLAS, TEXAS 753810490

15 notices mailed

ORDINANCE NO. 2481

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING DD, DOWNTOWN DUNCANVILLE DISTRICT TO LOR, LOCAL OFFICE RETAIL DISTRICT ON PROPERTY LOCATED AT 210 AND 214 SOUTH MAIN STREET, DUNCANVILLE, DALLAS COUNTY, TEXAS, DESCRIBED AS AMG MERRILL ABST 884, PG 075, TR 47, 48 & PT TR 43 ACS 0.834 AND AMG MERRILL ABST 884, PG 075, TR 42 ACS 0.4400; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended from DD, Downtown Duncanville District zoning to LOR, Local Office Retail District on AMG Merrill ABST 884, PG 075, TR 47, 48 & PT TR 43 ACS 0.834 and AMG Merrill ABST 884, PG 075, TR 42 ACS 0.4400, more commonly known as 210 and 214 South Main Street, Duncanville, Dallas County, Texas.

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all

other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

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

This ordinance shall be effective from and after the day of its passage as provided by law by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Receive the Police Department's Quarterly Report.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Christopher Freis, Assistant Chief of Police

BACKGROUND/HISTORY:
N/A

POLICY EXPLANATION:
N/A

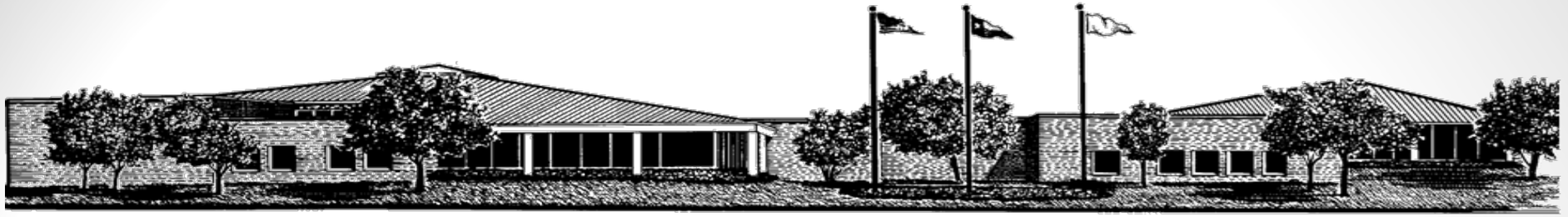
FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
Receive the Police Department's Quarterly Report.

ATTACHMENTS:
Duncanville Police 3rd Quarter Report 2023



City of Duncanville

QUARTERLY REPORT
APRIL – JUNE 2023

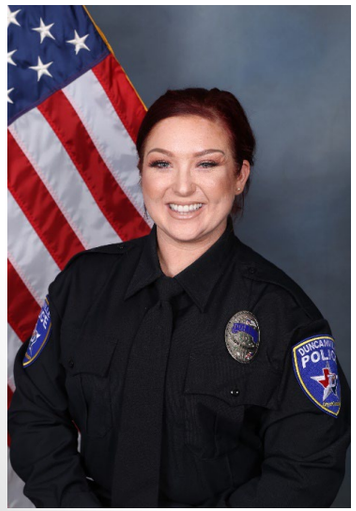
JULY 18, 2023

CHRISTOPHER FREIS, ASSISTANT CHIEF OF POLICE

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Staffing/Personnel

- Officer Jessica Determan completed FTO and was assigned to Bravo Day Shift Platoon
- Officer Paul Becerra graduated from the Police Academy and is in week 6 of his FTO process
- Recruits Ashley Garcia and Rocio Vazquez are in their 15th week of training at the Dallas County Sheriffs Police Academy
- Recruits Nathan Crosby and Alfredo Gomez are in their 6th week of training at the North Central Texas Regional Police Academy









City of Duncanville

Staff Development

- Sworn personnel attended the mandatory quarterly defensive tactics training
- ALERRT Exterior Response to Active Shooter Events (ERASE) Train the Trainer
  - OFC Hernandez, R. & SGT Byrd
- TEEX Tactical Medic for 1st Responders
  - OFC Hernandez, A. & OFC Johnson
- TEEX Special Event Risk Management & Emergency Notification
  - SGT Tijerina

City of Duncanville

Regional CARE Team Quarterly Activity

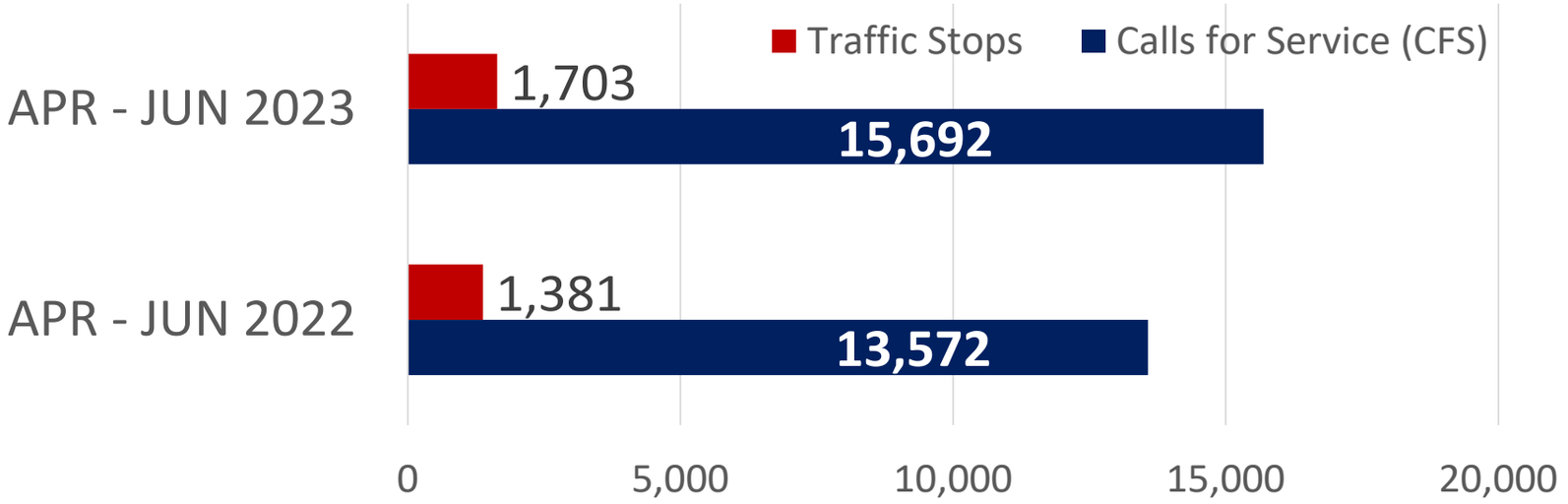
- Duncanville Officer Ambrosio Hernandez was selected for the Regional CARE Team in May 2022
  - The CARE team is a regional response group that engages with individuals and their families experiencing behavioral health needs by providing prevention and follow-up support, education, and self-advocacy
- 44 new clients
- 10 voluntary assessments completed for Duncanville clients by social workers
- 220 contacts were made during this reported period
- 23 actively engaged clients
- CARE Team has attended multiple meetings with outside mental health resources as well as other law enforcement mental health programs.

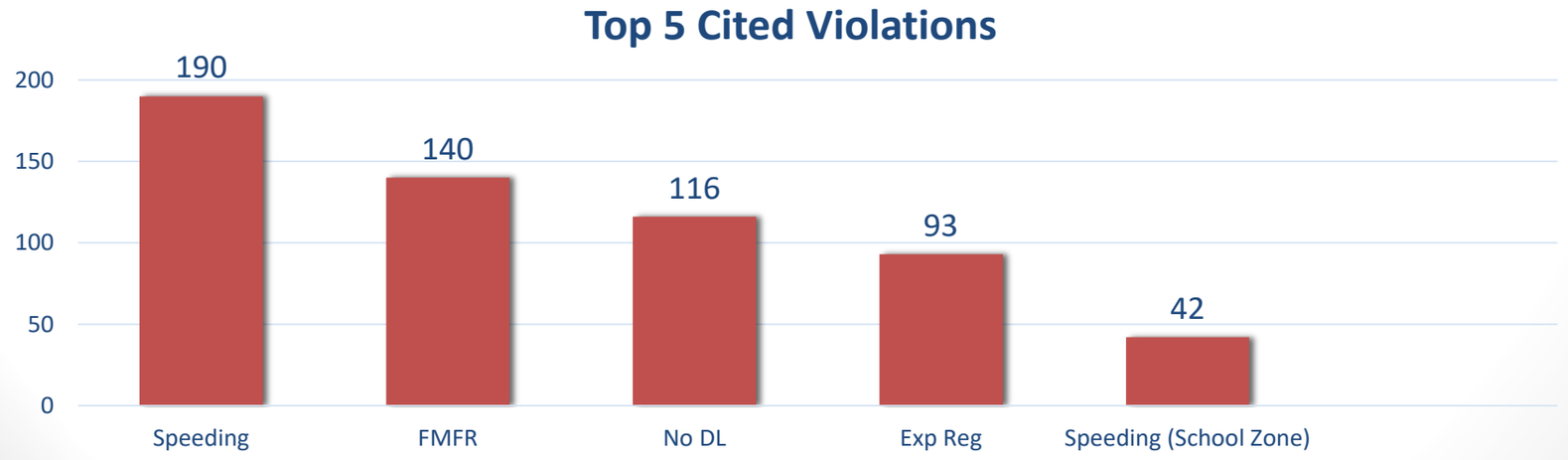


REGIONAL CARE TEAM

City of Duncanville

Patrol activity comparison at a glance



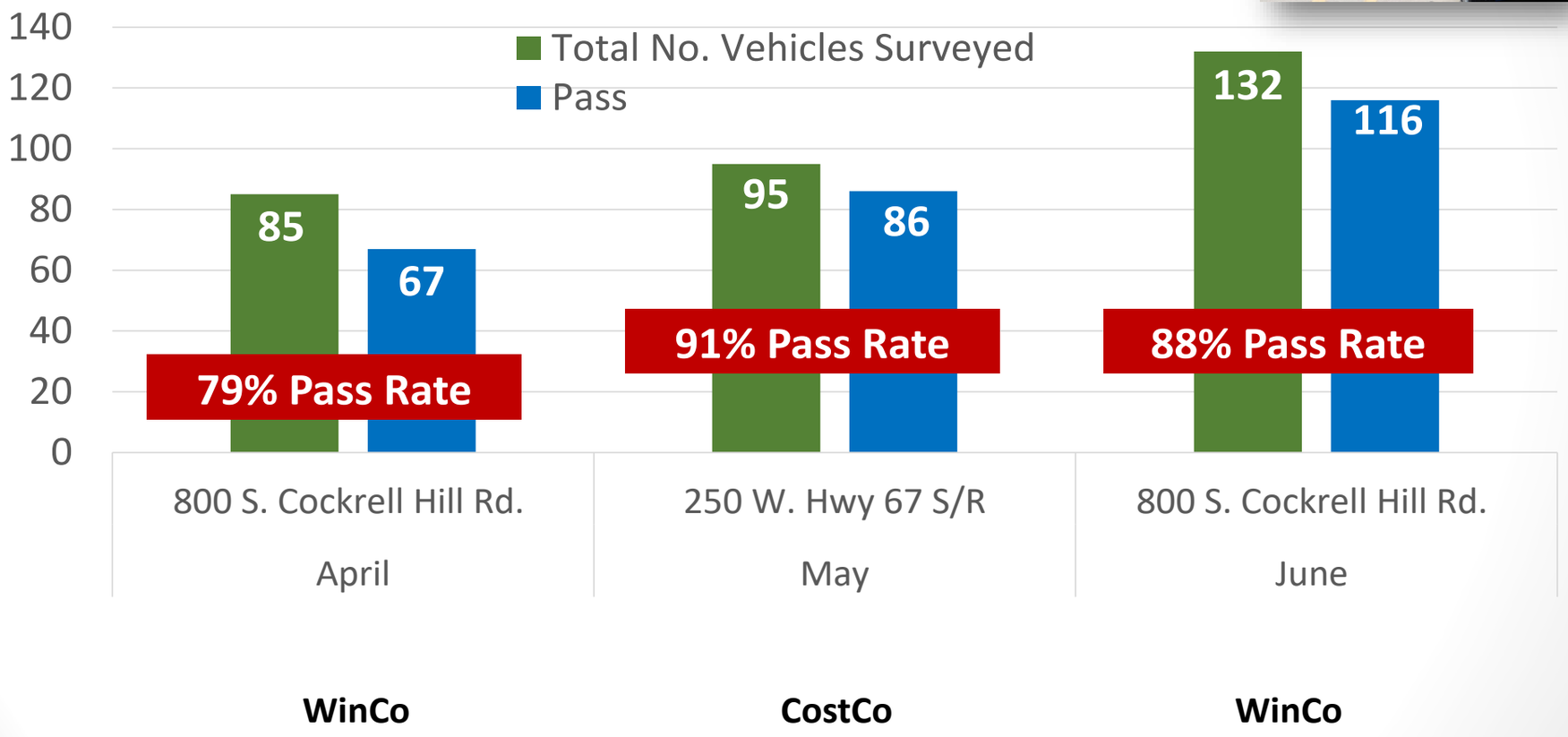


City of Duncanville

5

Citizens on Patrol (COPs) BMV Report Card Surveys





City of Duncanville

6

Department Activity

Number of Use of Force Incidents: 7

- 3 – Found to be lawful and within departmental policy
- 4 – Administrative review pending

Number of Vehicle Pursuits: 1

- 1 – Administrative review determined that the pursuits were within departmental policy guidelines

Number of Complaints: 3

- 1 – Code of Conduct violation, open investigation
- 1 – Complaint of untruthfulness, open investigation
- 1 – Complaint for insubordination, open investigation

Community Engagement

April 2023 – 9 Meetings with 700 Partnerships
May 2023 – 15 Meetings with 1,480 Partnerships
June 2023 – 4 Meetings with 217 Partnerships

















City of Duncanville

NIBRS Group A Offenses: Apr – Jun 2023

	Occurred	Unfounded	Actual	Cleared
09 - Homicide Offenses	0		0	
100 - Kidnapping/Abduction	0		0	
11 - Sex Offenses	5		5	2
36 - Sex Offenses, Non-Forcible	0		0	
120 - Robbery	7		7	1
13A - Aggravated Assault	23		23	14
13B - Simple Assault	91		91	82
13C - Intimidation	10	1	9	8
200 - Arson	0		0	
210 - Extortion/Blackmail	0		0	
220 - Burglary/Breaking and Entering	28	1	27	6
23A - Pocket-picking	0		0	
23B - Purse-snatching	3		3	
23C - Shoplifting	24		24	9
23D - Theft From Building	12		12	
23E - Theft From Coin-Operated Machine or Device	0		0	
23F - Theft From Motor Vehicle	60		60	
23G - Theft from Motor Vehicle Parts/Acccessories	15		15	
23H - All Other Larceny	33	2	31	2
240 - Motor Vehicle Theft	61	2	59	3
250 - Counterfeiting/Forgery	3		3	1
26 - Fraud Offenses	33		33	4
270 - Embezzlement	0		0	
280 - Stolen Property Offenses	0		0	
290 - Destruction/Damage/Vandalism of Property	34		34	11
35 - Drug/Narcotic Offenses	37		37	24
370 - Pornography/Obscene Material	0		0	
39 - Gambling Offenses	0		0	
40 - Prostitution Offenses	0		0	
510 - Bribery	0		0	
520 - Weapon Laws Violations	11		11	7
64 - Human Trafficking	0		0	
720 - Animal Cruelty	0		0	
GRAND TOTAL	490	6	484	174

Crime statistics as of 7/04/2023

City of Duncanville

NIBRS Group A Offense Count Comparison

NIBRS information is down and unable to pull statistics for Group A

Data obtained from Texas DPS at https://txucr.nibrs.com/Report/CrimesIndex
April 10, 2023
* At the time of the entry, the NIBRS database did not have DeSoto PD's March data

City of Duncanville

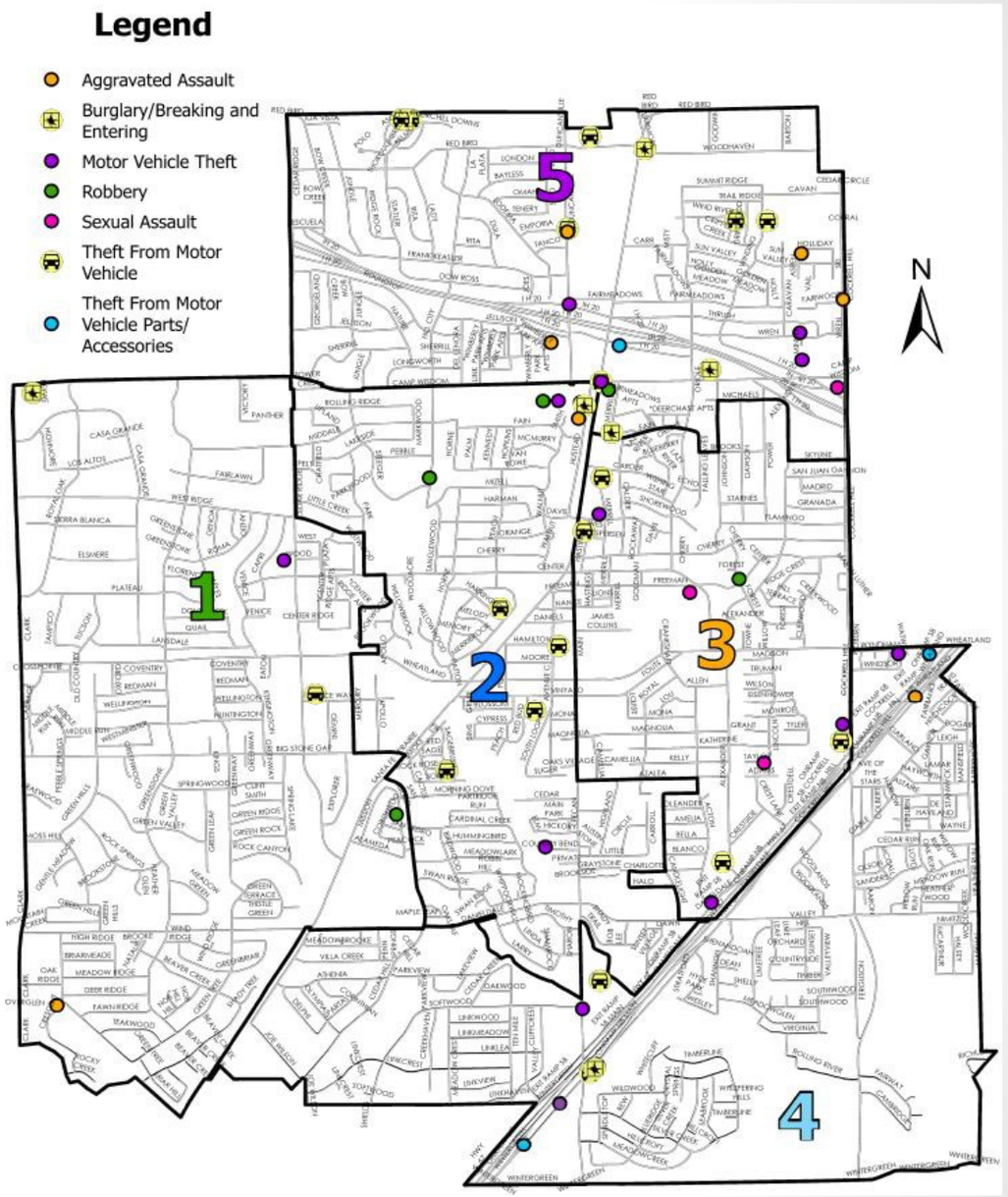
Motor Vehicle Theft Comparison - 2023

NIBRS information is down and unable to pull statistics for Group A

City of Duncanville

April 2023
Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	1	1	0	1	5
Burglary	1	1	0	1	3
Motor Vehicle Theft	1	3	3	3	4
Robbery	1	2	1	0	1
Sexual Assault	0	0	2	0	1
Theft from Motor Vehicle	1	4	4	3	7
Theft from Motor Vehicle Parts and Accessories	0	0	1	2	3
Total	**5**	**11**	**11**	**10**	**24**

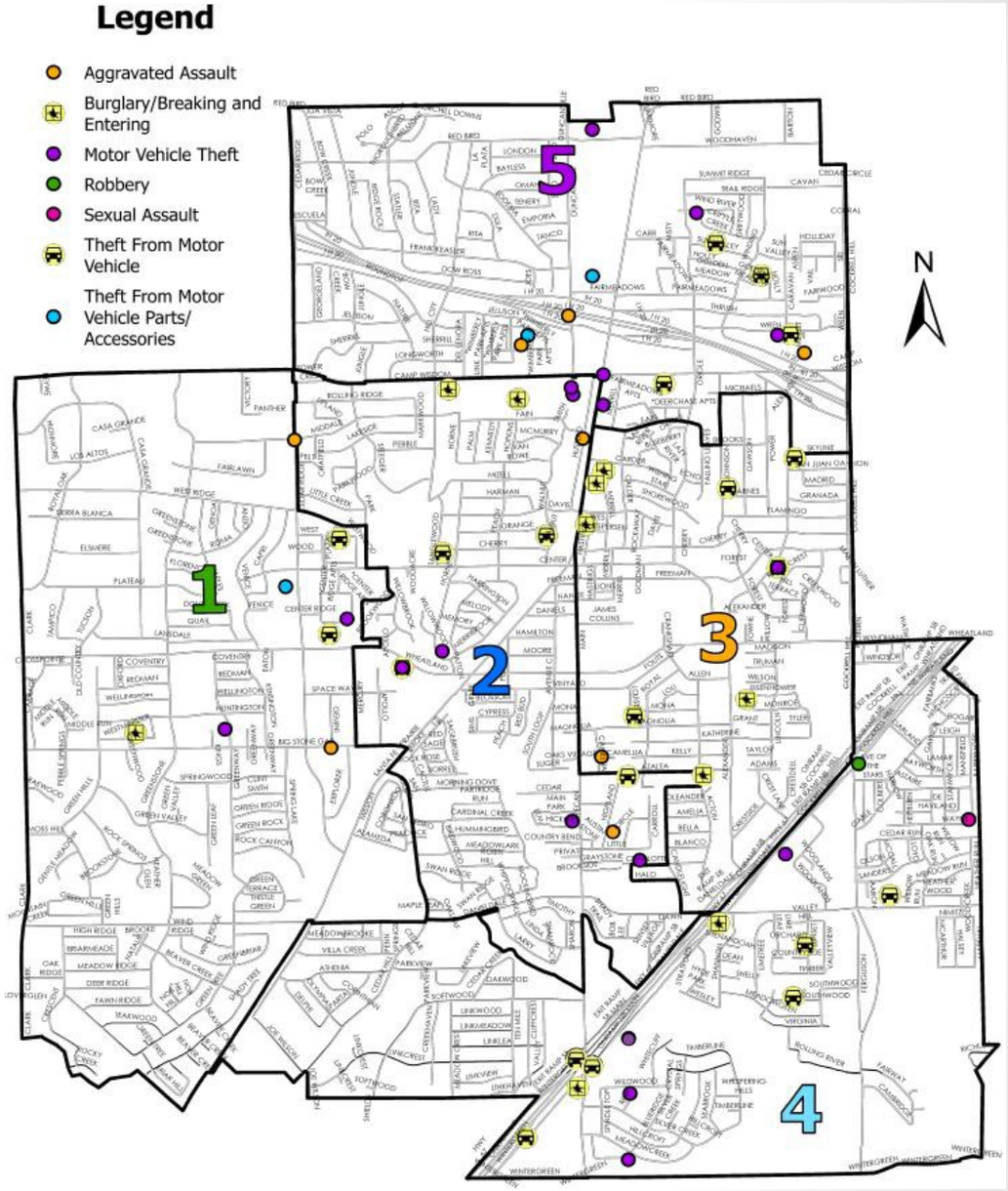


City of Duncanville

12

May 2023
Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	2	2	1	0	3
Burglary	1	2	5	2	0
Motor Vehicle Theft	2	6	1	4	5
Robbery	0	0	0	1	0
Sexual Assault	0	0	0	1	0
Theft from Motor Vehicle	2	4	4	7	4
Theft from Motor Vehicle Parts and Accessories	1	0	0	0	3
Total	**8**	**14**	**11**	**15**	**15**

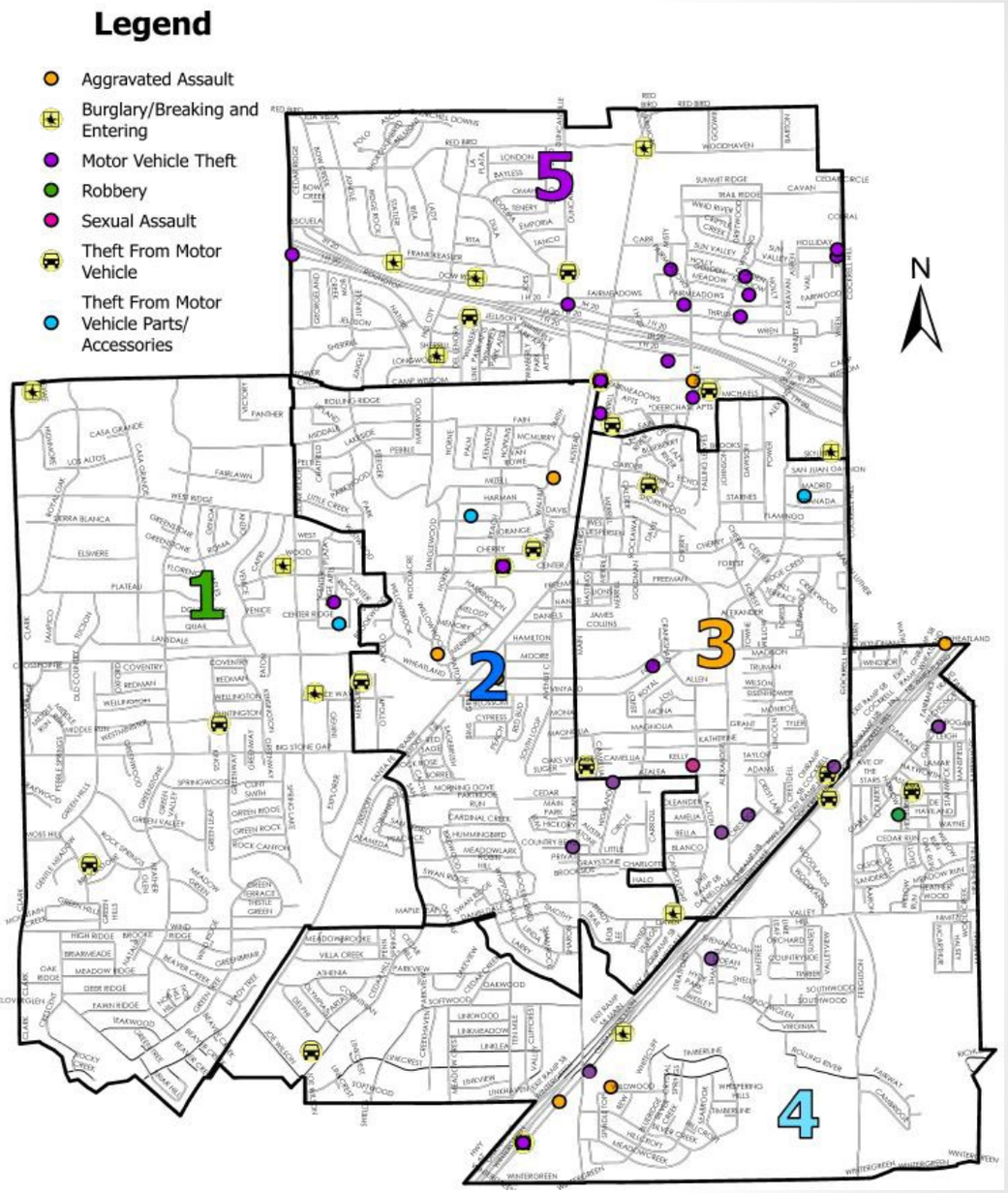


City of Duncanville

13

June 2023
Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	0	3	0	3	1
Burglary	3	1	0	2	5
Motor Vehicle Theft	1	3	4	5	14
Robbery	0	0	0	1	0
Sexual Assault	0	0	1	0	0
Theft from Motor Vehicle	2	3	4	6	5
Theft from Motor Vehicle Parts and Accessories	1	1	1	2	0
Total	7	11	10	19	25



City of Duncanville

Thank you

Any questions?



City of Duncanville

15

STAFF REPORT

MEETING: City Council - 18 Jul 2023

TITLE:
Fire Department Quarterly Update for the third quarter of the current fiscal year.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Sam Rohde, Fire Chief

BACKGROUND/HISTORY:
The Duncanville Fire Department provides a quarterly update to City Council each quarter of the current fiscal year.

POLICY EXPLANATION:
Provide a quarterly update for the second quarter of the 2023 fiscal year.

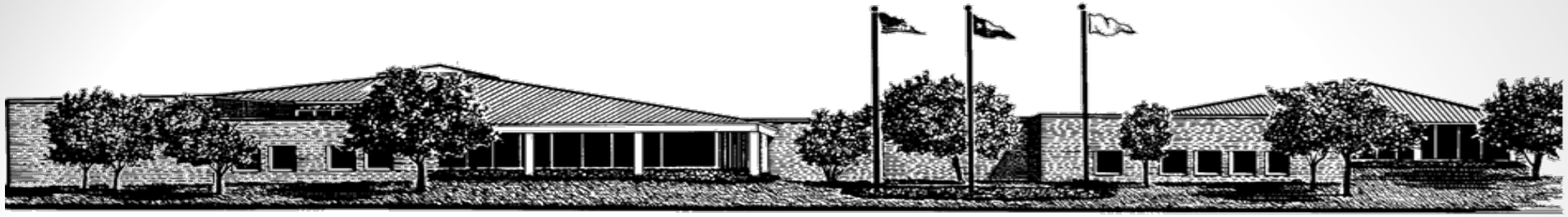
FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. N/a

ATTACHMENTS:
FD Quarterly Update 07182023



City of Duncanville

FIRE DEPARTMENT QUARTERLY UPDATE

JULY 18, 2023

SAM ROHDE, FIRE CHIEF

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

1

Staffing

- **Vacancies**
  - (4) Vacancies
- **Civil Service Entrance Exam**
  - Entrance Exam was held on June 10, 2023.
  - The top 16 applicants moved on to take the Physical Agility Test the same day.
  - Personal History Statements were submitted on June 23, 2023.
  - Currently finishing background checks, etc.
  - Interviews will be held in mid July, 2023.

City of Duncanville

Accomplishments:

- **FDIC International Conference**
  - Chief Chase, Chief Hancock and FF Tristan Spray attended FDIC International Conference in Indianapolis, IN, April 24th – April 29th.

- **Education by the Sea**
  - Chief Bragg and FF Logan Henry attended Emergicon' s Education By the Sea Conference in Port Aransas, Tx , May 10th – May 12th.

Accomplishments:

- **NCTTRAC Pass-Through Funding**
  - Purchased (7) seven Mass Casualty Trauma Bags with NCTTRAC Pass-Through Grant funding.
- **CPR Saves**
  - From April to June, we've had a total of (4) four CPR saves.
- **Organization Resiliency Specialist**
  - Captain Darin Field and Lacey Freeman attend the Organizational Resiliency Specialist course June 14th – June 16th.

Accomplishments:

- **Texas Emergency Management Conference**
  - Lauren Sanchez and Chief Stogner presented on the Duncanville Field House Child Reunification & Family Assistance Center at the Texas Emergency Management Conference in Forth Worth, TX, May 30th – June 2nd
  - Chief Rohde also attended this conference.



City of Duncanville

Emergency Management Accomplishments:

- **Wellness Check Plan**
  - Created Best Southwest Check Plan to create protocol for state mandated checks post disaster.
- **STEAR Test**
  - Conducted first annual STEAR test for registered medically fragile residents.
- **Safe Room Rebate Program Interest Form**
  - Opened Safe Room Rebate Grant Program Interest Form to Best Southwest residents.
  - Received approximately 30 interest forms

City of Duncanville

Emergency Management Accomplishments:

- **Sever Weather Preparedness Training**
  - Held three public severe weather preparedness trainings across the Best Southwest Cities, with one being held in Spanish.
- **Duncanville Fire Truck Pull**
  - Handed out safety information at the Duncanville Fire Truck Pull held on May 27th.





City of Duncanville

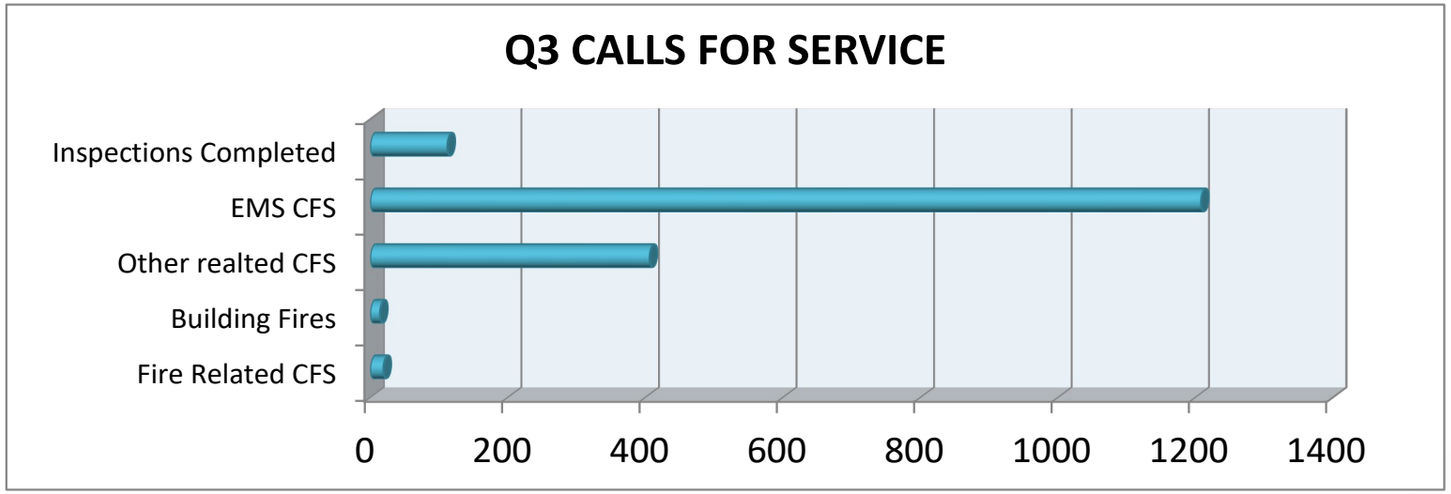
7

Emergency Management Accomplishments:

- **Donations Management Training**
  - Lauren Sanchez attended Donation Management course.
- **Special Event Public Info & Emergency Notification**
  - Lauren Sanchez attended Special Event Public Information and Emergency Notification training.
- **Juneteenth Event**
  - Organized Juneteenth Planning Meetings, created Event Action Plan, and staffed event in Command Post.
- **July 4th Planning Meetings**
  - Organized July 4th Planning Meetings, created Event Action Plan, and staffed event in Command Post.

Performance Indicators

- **Total Calls for Service (Q3) 1,647**
  - Fire Related CFS: 19
  - Building Fires: 14
  - Other related CFS: 406
  - EMS CFS: 1,208
  - Inspections Completed: 112



City of Duncanville