



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, October 17, 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, October 17, 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, October 17, 2023.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, October 17, 2023
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

- 1. DISCUSS AGENDA ITEMS**
- 2. CITY COUNCIL CALENDAR**
- 3. BRIEFINGS / PRESENTATIONS**

- A. Council to receive a presentation from representatives of Linebarger, Goggan, Blair & Sampson, LLP regarding their efforts to collect delinquent taxes on behalf of the City for the term of July 1, 2022 through June 30, 2023. 7

[Presentation on Collection of Delinquent Taxes](#)

EXECUTIVE SESSION

1. City Council shall convene into Executive Session pursuant to Section 551.072 of the Texas Government Code, to Deliberate the Sale, Exchange, Lease or Value of Real Property owned by the City north of Wheatland, east of Main, and west of State Highway 67, and to seek legal advice from the City Attorney regarding the same. 8

[Executive Session](#)

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

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

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

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies will be

provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

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

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

4. **CONSENT AGENDA**

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

- | | | |
|----|--|---------|
| A. | Consider the Minutes for the following City Council meetings:
September 5, 2023 Council Meeting
September 19, 2023 Council Meeting
September 25, 2023 Special Called Meeting | 9 - 40 |
| B. | Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY23-24 budget in the amount not to exceed \$60,000 to the Great American Shoot-Out.
HOT Grant FY24 Funding-GASO | 41 - 59 |
| C. | Consider a Resolution authorizing a five-year engagement for professional auditing services with Pattillo, Brown & Hill, LLP with an annual anticipated expenditure of \$56,500, providing for a total anticipated expenditure of \$282,500.
Resolution to authorize a five-year audit engagement with Pattillo, Brown & Hill, L.L.P. | 60 - 63 |
| D. | Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County to provide Highway Accident Investigation Services in an amount not to exceed \$59,000.00.
FY24 - Highway Accident Investigation Services | 64 - 76 |
| E. | Consider a Resolution authorizing the donation of six in-car digital video recorders (DVR) and accessory equipment and sixty-five body-worn cameras and accessory equipment to the Kennedale Police Department and the Hutchins Police Department.
Donation - Kennedale and Hutchins | 77 - 80 |
| F. | Consider a Resolution approving the terms and conditions of a multi-use agreement by and between the City of Duncanville and the Texas Department of Transportation for the installation and use of a license plate reader (LPR) camera adjacent to the roadway. | 81 - 94 |

[Texas Department of Transportation - Installation of License Plate Reader Camera](#)

- G. Consider a Resolution awarding a bid and authorizing an agreement with Caldwell Country Chevrolet for a Chevrolet Tahoe in an expenditure amount of \$49,235.00, attached hereto and incorporated herein as Exhibit A; awarding a bid; and authorizing an agreement with Defender Supply for vehicle upfitting in an expenditure amount of \$9,307.75, attached hereto and incorporated herein as Exhibit B, for a total expenditure amount of \$58,542.75. 95 - 104
[Police Vehicle and Upfitting](#)
- H. Consider a Resolution authorizing change orders eight through twelve for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project, using project contingency funds, for a total expenditure amount of \$103,775.04. 105 - 109
[Danieldale Road Street Reconstruction and Subsurface Utility Improvements Change Order Authorization](#)
- I. Consider a Resolution authorizing execution of change order one for RFB 23-0003, Swan Ridge Drive Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement, in an expenditure amount of \$51,260.00, authorizing an appropriation of \$78,571.00 in additional funding to establish a project contingency for the execution of future change orders, for a total contract amount not to exceed \$2,726,451.00. 110 - 115
[Swan Ridge Drive Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement Change Order and Contingency Authorization](#)
- J. Consider a Resolution authorizing a Regulatory Services Agreement with the Trinity River Authority of Texas for lab analysis of water and wastewater analysis, industrial inspection, and sampling services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$180,000.00 subject to approval by City Council and authorized funding. 116 - 124
[Trinity River Authority of Texas Regulatory Services Agreement](#)
- K. Consider a Resolution awarding RFP 23-0023 Municipal Annex Building Roof Replacement to Alto Vista Roofing to replace the roof at the municipal annex building located at 103 East Wheatland Road through the City's competitive bid process in a total estimated expenditure amount of \$150,000.00. 125 - 129
[Municipal Annex Building Roof Replacement Bid Award](#)
- L. Consider a Resolution authorizing a Professional Services Agreement with Steven C. Miller, P.E., for engineering consultant services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew for up to four additional one-year terms in an estimated contract amount not to exceed \$165,000.00; and authorizing the Interim City Manager to negotiate and execute the Professional Services Agreement after approval as to form by the City Attorney. 130 - 133
[Professional Engineering Services Consultant Contract](#)

- | | | |
|----|---|-----------|
| M. | Consider a Resolution awarding bid RFB 23-0022 Summit Pump Station Generator and authorizing a contract with Texan Municipal and Industrial to furnish and install a standby generator for the Summit Water Pump Station through the City's competitive bid process in a total estimated expenditure amount of \$579,469.00.
Summit Pump Station Generator Bid Award | 134 - 138 |
| N. | Consider a Resolution awarding bid RFB 23-0017 Street Mill and Overlay Program to Anderson Asphalt & Concrete Paving, LLC., for mill and overlay street improvements through the City's competitive bid process and authorizing a contract for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to three additional one-year terms in a total estimated expenditure amount not to exceed \$1,600,000.00.
Mill and Overlay Program | 139 - 144 |
| O. | Consider a Resolution adopting revisions to the City of Duncanville's Charity Care Policy as required by the State of Texas Ambulance Supplemental Payment Program.
Revised Charity Care Policy | 145 - 151 |
| P. | Consider a Resolution authorizing the emergency procurement of a Horton Type I Ambulance from Southern Emergency & Rescue Vehicle Sales, LLC located in Comanche, Texas, in the expenditure amount of \$345,706.95.
Emergency procurement of a Horton Type I Ambulance from Southern Emergency & Rescue Vehicle Sales, LLC located in Comanche, Texas, in the expenditure | 152 - 160 |
| Q. | Consider a Resolution authorizing the procurement of (1) one Stryker Power Pro 2 Stretcher and (1) one Stryker MTS Power Loading System with floor plate from Stryker Corporation for a total expenditure amount of \$65,003.27.
Procurement of (1) one Stryker Power Pro 2 Stretcher and (1) one Stryker MTS Power Loading System with floor plate from Styker Corporation for a total | 161 - 168 |
| R. | Consider a resolution amending the FY 2023-2024 Master Fee Schedule for Planning and Neighborhood Services.
Amend FY 2023-2024 Master Fee Schedule - Pdf | 169 - 176 |

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- | | | |
|----|---|-----------|
| A. | Take any necessary action as a result of the Executive Session. | |
| B. | Consider a Resolution approving Amendment #1 to the Guaranteed Maximum Price with CORE Construction Services of Texas, Inc., in the proposed amount of \$265,927.11, including \$175,000.00 as a project contingency for the execution of future change orders, to provide for additional construction services for the new Fire Station No. 271, for a revised total Guaranteed Maximum Price of \$7,857,835.11, and authorizing the Interim City Manager to negotiate and execute the amendment after approval as to form by the City Attorney and any future contract change orders not exceeding \$50,000.00.
Fire Station Guaranteed Maximum Price Increase | 177 - 181 |

- C. Consider a Resolution ratifying the increase in the spending authorization level by \$49,901.43, from \$70,000 to \$119,901.43, which was approved for one-time procurement of building inspection services due to staffing shortages. The unit amount with an estimated annual expenditure of seventy thousand dollars (\$70,000.00). The ratification would hereby approve the additional forty-nine thousand, nine-hundred and one dollar and forty-three cents (\$49,901.43) authorization increase.

[Consent Item Bureau Veritas Building Inspection funding request.](#)

6. STAFF AND BOARD REPORTS

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, October 13, 2023** , **by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Council to receive a presentation from representatives of Linebarger, Goggan, Blair & Sampson, LLP regarding their efforts to collect delinquent taxes on behalf of the City for the term of July 1, 2022 through June 30, 2023.

Vision Statement:

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

STAFF RESPONSIBLE:

Representatives of Linebarger, Goggan, Blair & Sampson, LLP

BACKGROUND/HISTORY:

The City contracts with Linebarger, Goggan, Blair & Sampson, LLP, to collect delinquent taxes.

POLICY EXPLANATION:

The City contracts with Linebarger, Goggan, Blair & Sampson, LLP, to collect delinquent taxes.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Receive the presentation from representatives of Linebarger, Goggan, Blair & Sampson, LLP.
2. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

City Council shall convene into Executive Session pursuant to Section 551.072 of the Texas Government Code, to Deliberate the Sale, Exchange, Lease or Value of Real Property owned by the City north of Wheatland, east of Main, and west of State Highway 67, and to seek legal advice from the City Attorney regarding the same.

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:

Robert D. Brown, Jr., Interim City Manager
David Kees, Interim Assistant City Manager

BACKGROUND/HISTORY:

Executive session.

POLICY EXPLANATION:

Executive session.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Convene into executive session to discuss the agenda item.
2. Do not convene into executive session.
3. Other actions as directed by Council.

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, September 5, 2023

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 5, 2023, at 6:01p.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-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into the record, and Interim City Manager Brown reviewed each consent agenda item.

Councilmember McBurnett asked for input from Police Chief Mark Livigni on his opinion of the repeal of the curfew ordinance. Chief LiVigni stated this ordinance has been in effect since 1994 and has been a tool to make contact with individuals. It is now used as more of a well-being ordinance to check on minors and individuals.

Councilmember Contreras asked about HB 2127 and our ability to enforce the ordinance. Chief Livigni stated we would not be able to enforce the ordinance.

Councilmember Koontz requested item 4B. be moved to individual consideration.

Item 4C -Mayor Gordon asked what the percentages are for employees and city retirees. Human Resources Director Todd Siegel stated it is about 80 percent employees and 20 percent retirees. Councilmember Contreras stated that he sees the cost for retirees has increased. Mr. Siegal stated the Human Resources consultant advised we were over funding the retirees. This amount has been reduced by five percent each year for the past five years.

Councilmembers Contreras and McBurnett requested item 4D. be moved to individual consideration. Councilmember Contreras requested to see the tree survey.

Item 4E Councilmember McBurnett asked why there was a delay in invoicing if the work was completed in September 2022. Managing Director of Operations Jacqueline Colton stated the agreement was based on an estimate of forty-plus thousand and now it is around sixty thousand. We have been speaking with the vendor as to the justification for the increase. They stated flagging is most of the overage. Councilmember Gooden asked what is flagging. Ms. Colton stated it is for directing traffic for about two months on and off. She stated there is no interest on the invoice owed.

Item 4G-Councilmember McBurnett thanked staff for being proactive on this project.

Item 4I - Councilmember Koontz verifies this is a van that we already own. Chief LiVigni wanted to bring this to the council to keep everyone informed.

Item 4J - This is a service that allows EMS to communicate with a doctor for protocol for EMS services.

Items 4B and 4D were moved to individual consideration.

2. CITY COUNCIL CALENDAR

City Secretary Chiquita Taylor reviewed the council calendar

3. BRIEFINGS / PRESENTATIONS

A. Briefing regarding the City of Lancaster's submission of an application to the Federal Emergency Management Agency, Hazard Mitigation Grant

Draft

Program, to fund the Best Southwest Residential Safe Room Rebate Program in the total amount of \$240,000.00.

This item was presented by Emergency Management Operations Coordinator Lauren Sanchez for a grant application through FEMA. This grant provides a rebate for homeowners building a safe room at their residence. A total of forty safe rooms would be available through the grant. This grant will be through the City of Lancaster for the four Best Southwest cities. Thirty-one people have reached out with interest in the program. Councilmember Koontz asked if there is a length of time that the city has to use for funds. Ms. Sanchez stated the time is usually three years. There are plans as far as outreach to let citizens know this program is available. Emergency Management plans to have meetings to inform citizens of the availability of the grant. Applications will be online and as accessible as possible.

B. FY 2023-24 Proposed Budget update and briefing to include Council amendments from the August 10, 2023 budget workshop.

Jennifer Otey presented updates to the budget. Delaying the compensation to January 2024 to fund the TMRS adjustment and includes a one-time Stipend for full time employees. Mayor Gordon if the city was segregating the stipend between public safety and other employees and stated he would like all the receive the same amount. Councilmember Gooden would also like all to get a stipend. Ms. Otey stated there was no differentiation between public safety and other employees. ICM Brown would adjust the amount if the council is in agreement. Fire and Police received a plan adjustment January 1st, and everyone will receive a two percent increase in January. Staff will send out communication to employees on the plan for the pay adjustment.

In the interest of time, Mayor Gordon moved the executive session to the end of the meeting. Briefing Session was adjourned at 7:06 p.m.

EXECUTIVE SESSION

The Executive Session was convened at 00:33 a.m. on September 6, 2023. City Attorney Hager read the item into record.

- 1. **City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties and/or appointment of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.**
- 2. **City Council shall convene into closed executive session pursuant to the Tex Govt Code Sections 551.071 and 551.074 to seek legal advice concerning Chapter 2, Administration, Article III Code of Ethics, Division 2, Code of Ethics for appointed board and commission members.**

Mayor Gordon closed the Executive Session at 2:10a.m. on September 6, 2023 and reconvened into regular session.

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 7:18 p.m. with Mayor Gordon presiding.

Pastor Joyce Marable of Crossroads of Life Church delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

- A. **Mayor's Report.**
Mayor Gordon commended Public Works staff for response to issues caused by wind and individuals who had to respond to them over the Labor Day weekend.
- B. **Councilmembers' Reports**

Draft

Councilmember Koontz thanked everyone who participated in the Bio Blitz at the Ladd Property. They documented over 200 species on the property bringing the total to over 1100 species.

Councilmember Contreras thanked the Parks team and Police staff for cleaning up a homeless issue in District 5. He would like to schedule a meeting on the homeless issue in Duncanville.

C. City Manager's Report.

Interim City Manager Brown commented on the 67th citizen's police academy, the TCOLE audit, and the Police department Fentanyl Town Hall at Village Tech.

2. PROCLAMATIONS AND PRESENTATIONS

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

Presented by Assistant Parks Director Tyler Agee

B. Presentation of the Keep Duncanville Beautiful Fall 2023 Business Beautification Award Plaque and Proclamation to Cox Farms Market - Duncanville located at 1026 S. Main St.

Councilmember Contreras read the proclamation and it was received by Tyler Agee for Cox Farms Market.

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/>

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

- Submit a comment by 4:00 p.m. on _
- Email city.secretary@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:

Michaela Jones - 206 N. Main Street
Thanked city a economic development

Emily Bridges 418 Oleander
Thanked those who came out for Bio Blitz

Shannon Roberts 906 Rock Canyon
Spoke on Item 4D in support of restoration of the trees at the fire station

Monte Anderson - 111 E. Davis
Spoke on items 5F & 5G

Lakolya London -722 Wren Ave

Draft

CBD Shop that is not carding people and police brutality

Laurel Stone 4315 San Gabriel Dr.
not present

Karen Thrasher 201 S. Rosemont Dallas, TX
not present

Tom Whelan 500 N. Akard
Spoke on Item 5F

4. CONSENT AGENDA

Mayor Gordon requested City Secretary Chiquita Taylor read the Consent Agenda Items.

- A. **Consider the Minutes for the following City Council Meetings:**
[August 1, 2023 Regular City Council Meeting](#)
[August 3, 2023 Special Called Meetings](#)
[August 15, 2023 Regular City Council Meeting](#)
- B. **Consider an Ordinance of the city council of the City of Duncanville, Texas repealing Ordinance 2345R codified as Chapter 12 of the Code of Ordinances, Article IX, Curfew Hours for Minors, effective September 1, 2023, to comply with newly amended state law.**

Item moved to individual consideration item 5H.

- C. **Consider a Resolution approving the proposal for city-paid employee and retiree medical and prescription plan with Blue Cross Blue Shield of Texas for a one-year agreement.**
- D. **Consider a Resolution of the city council of the City of Duncanville, Texas, approving a variance to the requirements to provide replacement trees on the property located at 306 and 308 West Camp Wisdom Road, Duncanville, Dallas County, Texas; and providing for an effective date.**

Item moved to individual consideration item 5I.

- E. **Consider a Resolution ratifying the Crossing Surface Installation Agreement between BNSF Railway Company and the City of Duncanville for the installation of pedestrian crossing at W. Davis Street; and, hereby approve the additional \$13,547.94 payment.**
- F. **Consider a Resolution approving the terms and conditions of Professional Services Agreement 23-0033 with Dunaway Associates for the design of Harrington Park Wastewater Aerial Reroute and Improvement, with a contract amount of \$63,800.00 and an additional appropriation of \$12,760.00 as a project contingency for a total amount not to exceed \$76,560.00.**
- G. **Consider a Resolution authorizing an amendment to Professional Services Agreement 23-0004 with Dunaway Associates for additional professional engineering services as part of the Softwood Drive Sanitary Sewer Aerial Crossing Repair Design Project in the amount of \$14,450.00, not exceeding a total contract amount of \$99,250.00.**
- H. **Consider a Resolution approving the terms and conditions of Amendment No. 1 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed site household hazardous waste collection location from October 1, 2023, through September 30, 2024, as part of the Dallas Area Household Hazardous Waste Network, for a cost not to exceed \$53,481.00.**
- I. **Consider a Resolution authorizing the vehicle make-ready services with Jr's Custom Auto for the upfitting of the Police SWAT Van in the expenditure amount not to exceed \$45,000.00.**
- J. **Consider a Resolution approving the renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a**

Draft

Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of \$138,671.30 for a two-year term.

- K. ***Consider a Resolution authorizing an amendment to Contract 19-001 with Yunex, LLC, to provide for additional fiber installation services in an amount not to exceed \$25,500.00 to expand the Traffic Division's Intelligent Traffic Systems Fiberoptic Network for a total contract amount not to exceed \$189,941.00.***
- L. ***Consider a Resolution authorizing the approval for the continuation in expenditure of funds for Mike Conduff of the Elim group to provide annual governance and leadership coaching for the City of Duncanville in the amount not to exceed \$25,000 for the full term of the agreement.***

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

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

- B. ***Appeal to the City Council for Permitting of Livestock at 1342 South Main Street.***

Police Chief LiVigni presented the appeal of the permitting of livestock at 1342 South Main Street. Mayor Gordon read the statute and referred to City Attorney Hager. Mr. Hager stated the statute discussed the agricultural operations. He does not believe this is the item before us as this address is not an agricultural operation. Texas Municipal League's definition of Agricultural Operation under HB 1750 - Mr. Hager stated the definition of agricultural operation. Mayor Gordon does not believe the appeal should go forward considering this new bill. Chief Livigni presented the ordinance and the violation of the applicant as well as the history regarding the instant Livestock SUP. He gave the council a copy of the violation to review. Mr. Hager stated the applicant did not have consent from the adjacent property owners to have livestock on the property. motion to deny appeal. Councilmember McBurnett requested to hear from Public Works. Jacqueline Colton and Matt Bryant spoke of behalf of Public Works. Mr. Bryant stated the property has a sanitary sewer manhole in the yard. In case of emergency, we do not know if we will have access to the area. Plan once goats are removed. the lateral sewer lines have become exposed. Councilmember McBurnett asked if the applicant was present and if there was a language barrier. The applicant was not present. Chief Livigni stated a letter notifying the owner of the appeal was sent out by certified mail in English and Spanish to applicant. He does not believe there has been a language barrier. To avoid confusion in making the motion, Mr. Hager suggested we have a roll call vote on this item using the "goat" or "no goat" as to the vote.

Appeal was granted.

Councilmember Jeremy Koontz made a motion to grant the appeal and allow goats on the property, Councilmember Joe Veracruz seconded the motion. The vote was cast 4 for, 3 against (Mayor Barry L. Gordon, Councilmember Karen Cherry-Brown, and Mayor Pro Tem Greg Contreras).

- C. ***Presentation and deliberation of the FY 2023-24 proposed budget and conduct a Public Hearing.***

Budget Administrator Jennifer Otey presented the overview of the FY2023-24 city budget.

The public hearing was opened at 8:42pm

Terry Webb 11708 CR 4090 Scurry, TX
Thanked council for considering updated service credits and COLA in the budget

Emily Bridges 418 Oleander

Draft

Liked rec center enhancements.

Shannon Roberts 706 Rock canyon
Support for master plan

Councilmember Koontz asked ICM Brown to discuss what he meant by this being a very conservative budget. Mr. Brown explained with the city not having a permanent Finance Director or City Manager, he felt we should not make more decisions until after the audit and these key positions are filled. Mayor Gordon asked about the tax rate increase proposed in the budget. Ms. Otey explained that a large portion of the budget is salary and benefits. Mayor Gordon stated we really need the proposed tax rate in this budget to continue providing current services to the city. Councilmember Cherry-Brown asked about the general Fund budget and the proposed overage. She asked if we have funds for all the projects proposed. Ms. Otey said yes. Councilmember Gooden asked about the excess in the general fund of 75-day reserve instead of the 60 days standard by lowering the proposed tax rate slightly instead of the proposed rate. Ms. Otey cautioned that the excess should not be used for recurring costs instead of one-time expenditures. ICM Brown said the additional reserves allow us to be able to handle emergencies when they may occur. Mayor Gordon asked about the updated service credits and Cost of Living allowances and asked if we are committed to making this happen for our retirees. ICM Brown stated yes. Councilmember Contreras asked about lowering the proposed tax rate as opposed to putting the full burden on the citizen. Mr. Contreras would like to have a discussion on a lower tax rate instead of the proposed rate. He would like to know what that reduction would look like for the citizens and the city. Ms. Otey stated a rate in the middle, would reduce the reserve by about \$750,000. She reiterated we do not want to use one time money for a recurring expense.

Councilmember Jeremy Koontz made a motion to close the public hearing, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

The public hearing closed at 8:47pm

- D. ***Consider a Resolution authorizing a contract with Prime Controls, sole source procurement to replace the City's existing SCADA (Supervisory Control and Data Acquisition) System software and equipment, and to provide ongoing maintenance, for a total expenditure amount not to exceed \$480,000.00.***

Utility Superintendent Matt Bryant presented the SCADA software expenditure. Councilmember McBurnett stated this is a needed improvement and asked about the useful life of the system. Mr. Bryant stated it is about five years.

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

- E. ***Council to consider a resolution appointing a director to the board of the North Central Texas Housing Finance Corporation.***

Mr. Brown stated each local government unit should appoint a director to this Board. The previous director is no longer serving on the Council.

Councilmember Koontz volunteered to represent the city of the board and Councilmember McBurnett requested to serve as the alternate.

Mayor Pro Tem Greg Contreras made a motion to elect Councilmember Koontz to the board Councilmember Joe Veracruz seconded the motion. The vote was cast 7 for, 0 against.

Councilmember McBurnett will serve as alternate.

- F. ***Consider an Ordinance amending The Code of Ordinances by amending Chapter 5 'buildings and general building regulations', article ii 'building code', division 2 'international building code' by amending section 5-27 "amendments to building code"; by amending subsection (27), by repealing section 903.2.11.9 buildings over 6,000 sq. Ft. And replacing it***

Draft

with new section 903.2.11.9 “buildings over 6,000 sq. Ft.”; providing for additional amendments to the international building code, 2015 edition regarding sprinkler system; providing a severability clause; providing a repealing clause; providing a savings clause; providing a penalty for violation of this ordinance not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

Managing Director of Development Services Gus Garcia presented this item as a change to the ordinance. This change would allow alternate methods for fire suppression for buildings up to 12,000 square feet and removed the provision for firewalls to define separate buildings. Assistant Fire Chief Greg Chase provided input on the purpose of the firewalls and the necessity for sprinklers in buildings. Fire Marshal Steve Blanchard stated the majority of the businesses in the city fall under Group B. He does not agree with the ordinance focusing on Group M businesses. Discussion continued on the implications of the ordinance change and how it will affect existing businesses and new businesses coming into the city. Mr. Hager stated item F and item G should read the same thus the discussion including item G from the Fire Marshal.

Councilmember Don McBurnett made a motion to approve items with the amendment to the classification of occupancy provision by removing Group M from the ordinance, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

- G. Consider an Ordinance amending The Code of Ordinances by amending chapter 9 ‘fire prevention and protection’, article iv ‘fire code’, by amending section 9-51 “amendments”, by amending subsection (43), by repealing section 903.2.11.9 ‘new buildings over 6,000 sq. Ft and existing buildings over 12,000 sq. Ft. And replacing it with new section 903.2.11.9 “new buildings over 6,000 sq. Ft. And existing buildings over 12,000 sq. Ft.”; providing for additional amendments to the fire code, 2015 edition regarding sprinkler system; providing a severability clause; providing a repealing clause; providing a savings clause; providing a penalty for violation of this ordinance not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.**

Councilmember Don McBurnett made a motion to approve item with the amendment to the classification of occupancy provision by removing Group M from the ordinance, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

Mayor Gordon recessed the meeting at 11:01pm.
The meeting reconvened at 11:10pm

Councilmember Don McBurnett made a motion to extend the meeting past midnight, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 1 against (Councilmember Joe Veracruz).

- H. Consider an Ordinance of the city council of the City of Duncanville, Texas repealing Ordinance 2345R codified as Chapter 12 of the Code of Ordinances, Article IX, Curfew Hours for Minors, effective September 1, 2023, to comply with newly amended state law.**

Chief Livigni was available to answer questions on this item. Councilmember Koontz voiced his concerns over the repealing of this ordinance. Chief Livigni stated the city is prohibited by state law from enforcing this ordinance. If it remains on the books, it may confuse new officers as it would be unenforceable and put the city at risk. After further discussion and input from Mr. Hager, ICM Brown asked that this ordinance not be left on the books as it puts officers and the city at risk. Councilmember Koontz suggested the city present a formal protest of the resolution to the state. Councilmember Contreras agreed. Mayor Gordon stated he would be willing to present this protest to the North Central Texas Council of Governments to get support from other cities on this item.

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Barry L. Gordon seconded the motion. The vote was cast 5 for, 2 against (Councilmember Don McBurnett and Councilmember Jeremy Koontz).

Draft

- I. **Consider a Resolution of the city council of the City of Duncanville, Texas, approving a variance to the requirements to provide replacement trees on the property located at 306 and 308 West Camp Wisdom Road, Duncanville, Dallas County, Texas; and providing for an effective date.**

Senior Planner Nathan Warren was available to answer questions on this item. Mr. Warren stated there are forty protected trees to be removed. Councilmember McBurnett requested Fire Chief Rohde give his take on the item. Chief Rohde stated the trees are at the back of the property and the architectural drawing did not take the size of the trees into account. The trees will cause problems later as they can grow into power lines. Councilmember Koontz asked if the protected trees are removed, will they be relocated to another area. Mr. Warren stated there are no plans to relocate the trees as there would be a cost associated with it. Councilmember Contreras and McBurnett agreed that some of the trees should be replanted. Chief Rohde stated the trees were left by a former Nursery that was on the property. Many of the trees were diseased and needed to be removed. Mayor Gordon would like for the city to charge the cost of the tree removal to the architect that designed the plans. Councilmember Koontz stated a tree preservation plan should have been presented before construction. Discussion on available options continued with Mr. Hager presenting them to the council.

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 0 for, 7 against (Mayor Barry L. Gordon, Councilmember At-Large DeMonica Gooden, Councilmember Joe Veracruz, Councilmember Don McBurnett, Councilmember Jeremy Koontz, Councilmember Karen Cherry-Brown, and Mayor Pro Tem Greg Contreras).

6. **STAFF AND BOARD REPORTS**

- A. **Receive the Parks and Recreation Department Quarterly Report**
Parks Director Bart Stevenson presented this item.
- B. **Council to receive an update on the FY2022 audit.**
Interim Finance Director Dennis Baldwin presented this item.
- C. **Receive the Library Quarterly Report**
Library Director Julio Velasquez presented this item.

Mayor Gordon recessed the regular session at 00:29a.m. on September 6, 2023, for Executive Session.

Mayor Gordon reconvened the regular session at 02:10a.m. on September 6, 2023.

ADJOURNMENT

The meeting was adjourned September 6, 2023 at 02:11 a.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, August 1, 2023

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, August 1, 2023, at (time) p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras
Councilmember At-Large DeMonica Gooden

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Mayor Barry L. Gordon

WORK SESSION / BRIEFING

Mayor Pro Tem Contreras called the meeting to order at 6:00p.m.

1. **DISCUSS AGENDA ITEMS**
Interim City Manager Brown introduced the new City Secretary, Chiquita Taylor and Interim Finance Director, Dennis Baldwin. He read the items for the record.
2. **CITY COUNCIL CALENDAR**
 - A. ***Updated 2023 City Council Calendar***
Presented by City Secretary Chiquita Taylor
3. **BRIEFINGS / PRESENTATIONS**
Briefing Session was adjourned at 6:00 p.m.
 - A. ***Update on City Manager Search and Selection.***
T2 Professional Consulting provided an update on the City Manager search including recap and benchmarks. The council provided input on the residency requirements and competencies to be added to the job posting. Requested more time to review the job description and provide more feedback.
 - B. ***Presentation and Discussion of the City Manager's Fiscal Year 2023-2024 Proposed Budget.***
Interim City Manager Brown gave an overview of the FY2024 Proposed Budget for council review. The scheduled budget workshop and meeting will be on August 10, 2023.
 - C. ***Briefing to City Council regarding alcohol sale and consumption at parks during City events.***
Director of Parks and Recreation, Bart Stevenson presented this item to gain input from the council on the possibility of adding alcohol sale and consumption during City events as opportunities to increase participation and attendance. Mr. Stevenson stated this would be reviewed on a case-by-case basis and would be dependent on the type of event. The council requested that this item be considered by council event by event.
 - D. ***Council to provide guidance on procuring services to develop a master plan for the nature preserve on the Ladd property.***
City Attorney Robert Hager stated we will need to a request for qualification to start the process for bidding on this project.

EXECUTIVE SESSION

No Executive Session

Briefing session was adjourned at 7:15p.m.

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 7:21p.m. with Mayor Pro Tem Contreras presiding.

Former Fire Chief Terry Webb delivered the Invocation.

Mayor Pro Tem Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. Mayor's Report.

No report

B. Councilmembers' Reports

Councilmember Gooden recognized Kristin Downs and commended her for performing her duties in the Police department as well as Interim City Secretary. She thanked her for her hard work in getting the city up to date on minutes as well as her professionalism.

C. City Manager's Report.

Mr. Brown introduced the new City Secretary, Chiquita Taylor. He shared that pickleball and open play volleyball are at the recreation center. He recognized Deputy Fire Marshal David Carpenter on completing his inspector classes and hands on skill test as a step to be certified in the Fire Department. Mr. Brown gave an update on the Danieldale Road reconstruction project as it comes to a close.

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

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

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

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

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

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

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

Mayor Pro Tem Contreras read the item into record. The following spoke during the

Citizens Input Period:

Tangya Benson 813 Link Dr. #47
Advocate for senior citizens at the recreation center

Mark Graham 410 Santa Fe Trail
Ladd property master plan

Terry Webb 11708 CR4090 Scurry, TX
Reinstating cost of living and updated services credit for retirees

Jack Long 13220 Woodhaven Dr. Farmers Branch TX
Reinstating cost of living and updated service credit for retirees

4. **CONSENT AGENDA**

Mayor Gordon requested that City Secretary Chiquita Taylor read the Consent Agenda items into the record.

A. **Consider the Minutes for the following City Council Meetings.**

- *April 4, 2023, City Council Regular Meeting*
- *April 13, 2023, City Council Special Meeting*
- *April 18, 2023, City Council Regular Meeting*
- *May 2, 2023, City Council Regular Meeting*
- *May 16, 2023, City Council Regular Meeting*
- *June 20, 2023, City Council Regular Meeting*
- *July 6, 2023, City Council Special Meeting*
- *July 18, 2023, City Council Regular Meeting*

B. **Consider a Resolution for the property located at 609 West Daniieldale Road, Duncanville, Dallas County, Texas, described as Walnut Bend, Block A, Lot 1, ACS 42.419 as the Charles F. Ladd Nature Preserve; and, providing for erection and maintenance of signage; and, providing for an effective date.**

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

5. **ITEMS FOR INDIVIDUAL CONSIDERATION**

A. **Conduct a Public Hearing and consider an Ordinance amending the comprehensive zoning ordinance, as heretofore amended, by amending the Code of Ordinances by amending Appendix A, Article III, Section 3.03, Residential Uses, accessory and residential uses to add the land use temporary workforce housing.**

Senior Planner Nathan Warren presented the details and regulations for temporary workforce housing under the proposed ordinance change.

Public Hearing Opened at 7:48p.m.

In Favor
None

Opposed
None

Councilmember Don McBurnett made a motion to close the public hearing, Councilmember Joe Veracruz seconded the motion. The vote was cast 6 for, 0 against.

Public hearing closed at 7:49p.m.

Councilmember Gooden asked who would be responsible for the program and how it would be regulated. Mr. Warren stated this program will work very similar to our short-term rental registration process. City staff will be monitoring the program as a team effort primarily by the Planning department. The program is for people who want to rent beyond thirty days and less than six months. Mayor Pro Tem Contreras requested to ensure that there is no abuse of the ordinance in the future by circumventing the boarding house ordinance. Mr. Warren stated this would be difficult with the parameters in place. With the parameters in place, there would be minimal risk of abuse. There would be annual inspections and monitoring of the applicants and the residents. Councilmember Koontz asked if there is a term for the specific use permit and will it expire if the residence is sold. Mr. Warren stated there could be terms set on the permit for use and a sunset clause. The intent of the ordinance is for use by traveling nurses or students.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 4 for, 2 against (Councilmember Jeremy Koontz and Councilmember At-Large DeMonica Gooden).

Approved

B. *Conduct a Public Hearing for consideration and action regarding the request of Juan Trejo, applicant, to include a Specific Use Permit (SUP) for 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.*

Nathan Warren presented the details of the Specific Use Permit requested by applicant Juan Trejo for a Barber College at 134 North Main Street.

Public Hearing Opened at 8:03p.m.

In Favor:

Chris Escobedo 212 N. Main St.
 Brian Schaby 1022 Florence Dallas
 Angelica Perez 1210 S Main Street
 Xander Alvarez 1123 Oriole Blvd
 Jose Dela Cruz 210 W. Fain Street
 Ruby Pineda 446 E. Magnolia Lane
 Derek Mendoza 7402 Elderberry Lane Dallas, TX

Motion to extend time for speakers in favor by five minute due to not explaining the time limit before speakers began.

Christian Rivera 653 Parkwood Circle
 Juan Trejo (owner/instructor) 212 North Main Street
 Marion Johnson 423 Blueridge Drive

Opposed:

Emily Bridges 418 Oleander
 Mary Meza 206 N. Hastings
 Teresa Bryant 220 N. Main Street

Councilmember Don McBurnett made a motion to close the public hearing approve the item as stated, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against.

The public hearing was closed at 8:25p.m.

Councilmember Vera Cruz stated he is in support of this business and the skills Mr. Trejo is teaching his students as it relates to business, customer service and entrepreneurial skills. Councilmember Cherry-Brown asked if

there are any other barber colleges in Duncanville. Mr. Warren was not aware of any other barber college in the city. Ms. Cherry-Brown stated she was impressed with the shop and the services they offer the students. Councilmember Koontz stated he is impressed with what has been said about the applicant. However, he wanted to speak to the use at this location. He would like to have more discussion about the vision for the downtown area. This use does not fit the comp plan. Mayor Pro Tem Contreras asked about the terms of the Special Use Permit. Mr. Warren stated there is not a term limit on this permit. Mr. Contreras stated he agrees with Councilmember Koontz regarding the vision for the downtown area. He does not want to lock in a prime space with a service-oriented business. Councilmember Gooden thinks the applicant is doing a great job and brings value to the community. Her concern is that this may not be a location for this type of business for the downtown area as it relates to the downtown plan. Councilmember McBurnett stated he liked what the applicant is trying to do but would like the highest and best use for this location.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 2 for, 4 against (Councilmember Don McBurnett, Councilmember Jeremy Koontz, Mayor Pro Tem Greg Contreras, and Councilmember At-Large DeMonica Gooden).

Item failed.

- C. ***Conduct a Public Hearing for consideration and action regarding the request of Navdeep Dhaliwal, applicant and owner, for a Zoning Change from C, Commercial District to I, Industrial District and adopt an ordinance to amend the Comprehensive Zoning Ordinance and map on Block 3, Lot 4, Woodhaven, more commonly known as 1414 North Main Street, in the City of Duncanville, Dallas County, Texas.***
Mr. Warren gave details of this zoning change request for 1414 N. Main Street.

Public Hearing opened at 8:47p.m.

In favor:
Vipul Raval 729 San Gabriel Ave. Garland, TX

Opposed:
None

Councilmember Don McBurnett made a motion to close public hearing, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against.

Public Hearing Closed at 8:50p.m.

Councilmember Koontz asked where the applicant resides. Mr. Raval stated that the applicant lives in Las Vegas, NV and would like to move to Texas. Mr. Koontz wanted to clarify the reason for the zoning change and expansion of the business as it is being zoned lite industrial. He also asked if there is a difference between lite industrial and regular industrial. Mr. Warren stated there is no real difference between the two. Councilmember Gooden asked how often the owner comes to visit and manage the maintenance of the property. Mr. Raval stated he comes down usually every fifteen days as he has family in the area though he is the property manager. Ms. Gooden asked how the property is planned to be used and will it be subdivided. Mr. Raval stated it will have about eleven tenants and is hoping to get a large tenant who will take more space. Mayor Pro Tem Contreras asked about additional uses for the property if it is zoned lite industrial. Mr. Warren stated auto related businesses, print shops, truck repair, and others are allowed in this type of zoning.

Councilmember Don McBurnett made a motion to approve the item as stated,

Councilmember Joe Veracruz seconded the motion. The vote was cast 0 for, 6 against (Councilmember Joe Veracruz, Councilmember Don McBurnett, Councilmember Jeremy Koontz, Councilmember Karen Cherry-Brown, Mayor Pro Tem Greg Contreras, and Councilmember At-Large DeMonica Gooden).

Item failed.

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

Councilmember Don McBurnett made a motion to suspend the rules and allow citizen comments that were missed during the citizen comments, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against.

Patrick Harvey 1010 Huntington Drive
Audit and public access to the budget

6. STAFF AND BOARD REPORTS

- A. **Receive the revised Fiscal Year 2022-2023 First Quarter Investment Report as of December 31, 2022.**
Interim Finance Director Dennis Baldwin and Finance Manager Denise Hickman introduced Tim Pinyon from Valleyview Investments who reviewed the 2022 Investment Report and the Second Quarter.
- B. **Receive the Fiscal Year 2022-2023 Second Quarter Investment Report as of March 31, 2023.**
Not presented
- C. **City Council to receive an update on the Annual Comprehensive Financial Report (ACFR) / Audit for Fiscal Year 2022.**
Mr. Baldwin presented the details of this item.

ADJOURNMENT

The meeting was adjourned at 10:08 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

**Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Thursday, August 3, 2023**

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, August 3, 2023, at 6:02p.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-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

CALL TO ORDER

Councilmember McBurnett, Chairman of the Audit Committee called the Audit Committee meeting to order at 6:06pm

RECEIVE PUBLIC COMMENTS

No public comments

1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into the record.

A. *Council and Audit Committee to receive an update on the FY2022 audit and discuss the FY2023 audit.*

Mayor Gordon discussed his views on the city's non-compliance in Finance. He suggested that we document our non-compliance, lack of timeliness of the audit and where we failed in terms of codification of ordinances and statutes to promote more transparency. Councilmembers agreed with the proposal of a letter and added that it should be signed by all councilmembers as a show of unity.

Dennis Baldwin, Financial Services Managing Director and Denise Hickman, Finance Manager clarified the list of items not available today. He stated Accounting Consultant, Gloria Bey was not available today but would provide detailed responses at a later date. Mr. Baldwin addressed all the items submitted by the auditors and where we are in terms of completion. He stated the problems look to have started with a lack of internal controls.

The council asked for clarification on the cause of the audit issues and are hoping a third-party inquiry will help identify the issues that caused the problem.

Chairman McBurnett adjourned the Audit committee meeting at 7:51pm
Mayor Gordon recessed the regular meeting at 7:52pm

Mayor Gordon reconvened the regular meeting at 8:00pm and opened the executive session at 8:01pm.

EXECUTIVE SESSION

- 1. ***Council to convene into closed Executive Session pursuant to Section 551.074 of the Texas Government Code, Personnel, to deliberate the duties and/or appointment 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.***

Mayor Gordon closed the executive session at 9:20pm and reconvened the regular session at 9:21pm.

- 2. ***Take any necessary action as a result of executive session.***

No action taken.

Mayor Gordon, on behalf of the City Council, made the following remarks.

"We had a wonderful candid conversation between ourselves and the Interim City Manager. The council agreed that together we and the city management will continue to move the city forward together."

ADJOURNMENT

The meeting was adjourned at 9:22p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, August 15, 2023

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, August 15, 2023, at (time) p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Councilmember Joe Veracruz

WORK SESSION / BRIEFING

1. **DISCUSS AGENDA ITEMS**
Mayor Gordon read the item into the record, and Interim City Manager Brown reviewed each item.
2. **CITY COUNCIL CALENDAR**
 - A. ***Discuss the city council calendar***
City Secretary Chiquita Taylor reviewed the council calendar.
3. **BRIEFINGS / PRESENTATIONS**
 - A. ***Discussion to create a new ordinance for adjudication of ordinance violations.***
Assistant Chief of Police Chris Freis presented the details for adjudication of ordinance violations issued the new parking violations by changing the violations to civil or fine only. Councilmember Contreras sked how changing to fine only would benefit the city. Mr. Freis stated this would free up the municipal court and police resources.
 - B. ***Discussion on emergency purchase of an ambulance.***
Fire Chief Rohde presented the need for emergency purchase of ambulances due to the long wait for new ambulances. Currently the delivery time for a new ambulance is a year to a year and a half. councilmember McBurnett asked about the age of the front-line units. Chief Rohde stated they are at the end of their life span which is four years. Mr. McBurnett asked if we stagger the purchases. Chief Rohde states we used to stagger the purchases but have not been able to lately.
 - C. ***Council to receive an update from T2 Professional Consulting regarding the executive search process.***
Mike Wilson and Mica Lunt from T2 Professional Consulting provided an update on the City Manager search process. They have received a range of applicants with varied education and experience. Most applicants have master's degrees or higher. Councilmember Gooden asked if we are still accepting applicants with a bachelor's degree and seven or more years of director level experience in municipal government. Mr. Wilson stated that currently it states a master's degree with seven years of experience. The council requested that T2 craft the language in the job description to include applicants with bachelor's degrees.
 - D. ***Presentation on the Data Transfer Solution's pavement condition assessment implementation services and VUEWorks Asset Management Software***
Todd Spangler, Sr. Business Development Manager with Data Transfer

Solutions makers of VUEWorks presented this item on pavement condition assessment services. Managing Director of Operations Jacqueline Culton stated this is an enhancement to the software currently being used by the city. The council has given consensus to these enhancements.

Briefing Session was adjourned at 7:16 p.m.

In the interest of time, Mayor Gordon moved the Executive Session to the end of the regular meeting agenda.

EXECUTIVE SESSION

The Executive Session was called at 9:03 p.m. and the City Attorney sitting in for Mr. Hager, Kyle Barry read the item into record.

The Council closed the Executive Session at 9:39 p.m.

- 1. ***City Council shall convene into closed executive session pursuant to Section 551.071, of the Texas Government Code, to seek legal advice on the requirements of the Fire Code.***

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 7:23p.m. with Mayor Gordon presiding.

Councilmember Karen Cherry-Brown delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

- A. ***Mayor's Report.***
No report
- B. ***Councilmembers' Reports***
Councilmember Koontz shared he will be joining a senior fitness class on August 22nd at the Senior Center for a park walk.
- C. ***City Manager's Report.***
Interim City Manager Brown yielded his time to Police Chief Mark LiVigni to recognize police officers for a job well done.

Councilmember Don McBurnett made a motion to extend the time for the presentation beyond three minutes. Councilmember Jeremy Koontz seconded the motion. The vote was cast 5 for, 0 against, with Councilmember Joe Veracruz absent.

Officer R. Hernandez and Officer Alvidrez were presented with the Meritorious Conduct Award in front of the council last night. This award was given for their actions taken on July 4th to take into custody an individual who had just shot a 10-year-old in Denton. Officers Hernandez and Alvidrez set aside their personal safety to arrest an armed individual who just committed a heinous act.

Officer Peterson and Officer Hankins were awarded a Life-Saving award, in front of the council, for reviving a female who overdosed in a parking lot. They administered Narcan and performed CPR on the female prior to medics arriving. The female was transported and has since recovered.

2. PROCLAMATIONS AND PRESENTATIONS

- A. ***Proclamation recognizing the first week in September as National***

Payroll Week.

Councilmember McBurnett read the proclamation into the record and presented it to Budget Administrator Jennifer Otey.

B. Receive a Proclamation recognizing August 21, 2023, as National Fentanyl Prevention and Awareness Day

Mayor Gordon read the proclamation into the record and presented it to Amy Brewer and Mark Garbade in honor of their daughter Marissa

C. Sister City trip report presented by Rev Dr. Ginger Hertenstein Conley. Twenty people represented Duncanville on this trip to Monasterolo di Savigliano.

Dr. Ginger Hertenstein Conley presented highlights of the Sister City trip.

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/>

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

The following spoke during the Citizens Input Period:

Dianne Walker 135 Austin Stone Drive and Sharon Oldham 139 Austin Stone Drive
Austin Stone Culvert and plumbing issues

4. CONSENT AGENDA

Mayor Gordon requested that City Secretary Chiquita Taylor read the Consent Agenda items in the record.

- A. A motion to extend the Board and Commissions terms that expire on August 31, 2023 to September 30, 2023.**
- B. Consider a Resolution approving the procurement of equipment, goods, and/or services to upgrade the Municipal technology infrastructure in an estimated expenditure amount of \$143,353.28.**
- C. Consider a Resolution approving the procurement of equipment, goods, and services to upgrade the Public Safety technology infrastructure for the Traffic division and Police department in an estimated expenditure amount of \$120,448.20.**
- D. Consider a Resolution approving the terms and conditions of a proposal for a sanitary sewer evaluation survey of CB Sanitary Sewer Basin with Duke's Root Control through sole source justification for a total expenditure amount of \$99,900.00.**
- E. Consider a Resolution authorizing a two-year renewal lease agreement by and between the City of Duncanville and the leasing company for undercover uses in the estimated total expenditure amount of**

\$89,700.00.

- F. *Consider a Resolution authorizing the contract to purchase Personal Protective Equipment (PPE) Turnout Gear and Fire Equipment from Casco Industries, Inc., through the Buy Board Contract #698-23 for a discounted unit price bid with an estimated expenditure amount not to exceed \$216,000.00.*
- G. *Consider a Resolution awarding RFB 23-0015 Street Sweeping Services to Sweeping Corporation of America, LLC., and authorizing a contract for a one-year term with the option to renew up to four additional one-year terms; in an estimated contract expenditure amount not to exceed \$444,092.32.*
- H. *Council to consider a resolution denying the Distribution Cost Recovery Factor and Mobile Generation Riders filing of Oncor Electric Delivery Company, LLC.*
- I. *Council to consider a resolution approving the assignment of private activity bond authority to the Texas Department of Housing and Community Affairs.*
- J. *Consider a Resolution authorizing the purchase of twenty-five (25) bullet-resistant shields, twenty-six (26) ballistic shield lights, and twenty-five (25) breaching tools/scabbards not to exceed \$175,087.50 through the grant from the Texas Office of the Governor, Criminal Justice Division, FY23 Bullet-Resistant Shield Grant Program.*

Councilmember Don McBurnett made a motion to approve the consent agenda items as stated, Councilmember Jeremy Koontz seconded the motion. The vote was cast 5 for, 0 against, with Councilmember Joe Veracruz absent.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

Consider a Resolution authorizing a contract with Prime Controls, sole source procurement to replace the City's existing SCADA (Supervisory Control and Data Acquisition) System software and equipment, and to provide ongoing maintenance, for a total expenditure amount not to exceed \$480,000.00.

- A. *Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) To Creative Beauty Salon Suites, in an amount not to exceed \$5,000 for a building located at 336 E. Camp Wisdom Road, Suite A, Duncanville, Texas 75116.*

Senior Planner Nathan Warren reviewed the details of this item.

Councilmember Jeremy Koontz made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 5 for, 0 against.

- B. *Conduct a public hearing to adopt an ordinance and amend the Code of Ordinances to regulate donation boxes and establish requirements for permits allowing the placement of donation boxes on approved open spaces on private property within certain portions of the City of Duncanville, Dallas County, Texas*

Planning and Neighborhood Services Director Jeremy Tenant reviewed this ordinance change to remedy to proliferation of donation boxes. This issues with the donation boxes as lack of oversight, abandoned and unattended boxes, illegal placement, and social and environmental impact. This ordinance proposes to require a permit to acquire contact information and the owner of the donation box. limiting it to two per zoning district by limiting it to industrial and commercial areas. enforces maintenance and upkeep, revocation of permit.

The public hearing was opened at 8:32p.m.

In favor

None

Opposed
None

Councilmember Don McBurnett made a motion to close the public hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 5 for, 0 against.

The public hearing was closed at 8:33p.m.

Councilmembers Contreras and Gooden stated they are supportive of this revision to the ordinance. Councilmember Gooden asked us to ensure donation boxes are far enough away from the storm drain not to cause a nuisance. She also asked how the abandoned boxes would be moved. Mr. Tennant stated this is a partnership with Public Works and they will be housed at the service center until retrieved by the owner. Councilmember Koontz is in support of the ordinance and would like to know what we would do with the items retrieved from boxes that are not claimed by the owner. He would like to see the contents of unclaimed boxes taken to another local agency that could utilize the contents.

Mayor Gordon continued with the regular meeting without broadcast sound due to technical issues. Upon consultation with the city attorney, this was authorized as long as minutes of the meeting were being taken. Councilmember Koontz goes on record in opposition of continuing the meeting before technical issues were resolved.

Councilmember Jeremy Koontz made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 5 for, 0 against.

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

6. STAFF AND BOARD REPORTS

- A. **Receive the Fiscal Year 2022-2023 Third Quarter Investment Report as of June 30, 2023.**
Denise Hickman introduced Tim Pinyon of Valleyview Consulting who reviewed the third quarter investment report.

Executive session convened at 9:03pm

Mayor Gordon closed the executive session at 9:39pm and reconvened regular session.

ADJOURNMENT

The meeting was adjourned at 9:40 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

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Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, September 19, 2023

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 19, 2023, at 6:00p.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
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Councilmember Karen Cherry-Brown

WORK SESSION / BRIEFING

- 1. DISCUSS AGENDA ITEMS**
Mayor Gordon read the item into the record, and Interim City Manager Brown reviewed each item.
- Councilmember Koontz requested item C be moved to individual consideration. Councilmember McBurnett agreed. Item moved to 5H.
Councilmember Contreras requested item K and L be moved to individual consideration. Councilmember Gooden agreed.
Councilmember Gooden requested items M and O be moved to individual consideration. Councilmember Koontz agreed.
Councilmember McBurnett requested item P be moved to individual consideration. Councilmember Koontz agreed.
- Items 4C, 4K, 4L, 4M, 4O, and 4P were moved to individual consideration.
- 2. CITY COUNCIL CALENDAR**
City Secretary Chiquita Taylor reviewed the council calendar.
- 3. BRIEFINGS / PRESENTATIONS**
In the interest of time, Mayor Gordon moved the Executive Session to the end of the regular meeting.
- Briefing Session was adjourned at 7:00 p.m.

EXECUTIVE SESSION

The Executive Session was called into session at 9:49 p.m. and Mayor Gordon read the item into record.

- 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 pursuant to Section 551.071 of the Tex Govt Code; and, Financial and Security Audit pursuant to Section 551.076 of the Texas Govt Code to seek legal advice from the City Attorney and Special Legal Counsel on the same topic.***
- 2. *City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties and/or appointment of the Interim City Manager under the Home Rule Charter and,***

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pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

Mayor Gordon closed the Executive Session at 11:08 p.m. and reconvened regular session at 11:09p.m.

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 7:08 p.m. with Mayor Gordon presiding.

Councilmember Veracruz delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. Mayor's Report.

Councilmember Don McBurnett made a motion to extend Mayor's report beyond three minutes allotted, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Karen Cherry-Brown absent.

Mayor Gordon presented the Champions of the City award to Joe and Lupe Barrera.

B. Councilmembers' Reports

Councilmember Gooden recognized Cassandra Wright for assisting with a water leak and a higher-than-normal bill at her home. She assisted with helping resolve the issue and the level of customer service provided was great. Councilmember McBurnett agreed with the customer service excellence of Ms. Wright. He also wanted to recognize Emergency Management Operations Coordinator Lauren Sanchez for participating in an event at the Senior Center.

C. City Manager's Report.

ICM Brown recognized the Police department narcotics units that seized several fentanyl pills. He also stated Republic Service has returned to its normal pickup.

2. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation recognizing September 15 to October 15, 2023 as National Hispanic American Heritage Month.

Mayor Gordon read the proclamation into the record in English and Spanish. It was received by Noel Garcia and staff from the Duncanville Recreation Center.

B. Proclamation in recognition of Constitution Week, September 17-23, 2023

Mayor Gordon read the proclamation into the record and presented it to Bobby Hill on behalf of the Daughters of the American Revolution.

C. Proclamation for National Fire Prevention Week, October 8 - 14, 2023.

Councilmember Veracruz read the proclamation into the record and presented to Assistant Fire Chief Greg Chase.

D. Proclamation Recognizing October 2023 as Domestic Violence Awareness Month.

Councilmember Gooden read the proclamation into the record and was received by Police Chief Mark LiVigni.

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

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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.

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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:

Greg Smithey 1806 Cedar Hill Rd
Money for Duncanville Theater

Jack Long 13220 Woodhaven
Farmers Branch, TX 75234
Thank you to the council for cost-of-living adjustment for retirees.

Judy Smithey 1806 Cedar Hill Rd
New production at Duncanville Community Theater

David Wheatley 611 Oriole Blvd. #703
Communication failures of city

Patricia Ebert 115 S Greenstone
Delays in Building Inspections

Gail Sliger 1405 S Main St.
support of tax rate increase

4. CONSENT AGENDA

Mayor Gordon requested that City Secretary Chiquita Taylor read the Consent Agenda Items.

- A. *Consider a resolution of the City Council of the City of Duncanville, Texas, approving a negotiated settlement between Atmos Energy Corp., Mid-Tex Division regarding the company's 2023 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable rate making expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.*
- B. *Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed \$85,000 to Hoopfest Basketball Organization.*

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- C. **Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed \$222,000 to Esposure, Inc.**
Item was moved to individual consideration item 5H.
- D. **Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed \$32,000 to Duncanville Community Theatre.**
- E. **Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed \$63,000 to Duncanville Lions Club.**
- F. **Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed \$20,000 to the Hilton Garden Inn Dallas/Duncanville, owned and operated by OCI Hospitality.**
- G. **Consider a resolution authorizing approval of an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to LRC Flooring, in an amount not to exceed \$4,824.87 for a building located at 651 Oriole Blvd. Duncanville, Texas, 75116.**
- H. **Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to DW Cedar Ridge, LLC, in an amount not to exceed \$267,153.00 for buildings located at 102-110 N Cedar Ridge., Duncanville, Texas, 75116.**
- I. **Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Dolani Investments, LLC, in an amount not to exceed \$208,610.97 for a building located at 511 E. Camp Wisdom Road. Duncanville, Texas, 75116.**
- J. **Consider a resolution authorizing approval of an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to LDG SRV Holding, LLC dba: Lucent Dental Group, in an amount not to exceed \$31,000.00 for a building located at 607 N. Cedar Ridge Dr., Duncanville, Texas, 75116.**
- K. **Consider a Resolution approving and accepting the terms and conditions of an agreement with Dallas County on behalf of the Health and Human Services Department for food establishment inspection and environmental health services, attached hereto and incorporated herein as Exhibit "A", effective October 1, 2023, through September 30, 2024.**
Item was moved to individual consideration item 5K.
- L. **Consider a Resolution approving and accepting the terms and conditions of an agreement with Dallas County on behalf of the Health and Human Services Department for mosquito services, attached hereto and incorporated herein as Exhibit "A", effective October 1, 2023, through September 30, 2024.**
Item was moved to individual consideration item 5L.
- M. **Consider a Resolution approving Waste Management's request to the City of Duncanville to increase contract rates by 6.71% under the Solid Waste Disposal Agreement for solid waste disposal, effective October 1, 2023.**
Item was moved to individual consideration item 5M.
- N. **Consider appointments to various Boards and Commissions including Arts Commission, Audit Committee, Board of Adjustment, City Planning & Zoning Commission, Community Engagement Board, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, TIF (Tax Increment financing Reinvestment Zone Number One), and Tri-Cities Animal Control Board.**
The following modifications were made to the appointments:
Marlon Goff has agreed to serve on the TIF board.

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Cozea Stephens will be moved from Park Board to Keep Duncanville Beautiful board.

- O. **Consider a Resolution authorizing an agreement with SC Tracking Solutions for backflow device inventory and compliance management as part of the City's Backflow Prevention Assembly Testing Program for a one-year term with the option to renew up to four additional one-year terms in an expenditure amount of \$0.00.**

Item was moved to individual consideration item 5I.

- P. **Consider a Resolution approving an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD. and the City of Duncanville to increase contract rates by 5.09% for residential collection and commercial services, effective October 1, 2023.**

Item was moved to individual consideration item 5J.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

Councilmember Don McBurnett made a motion to extend the Interim City Manager Robert Brown's contract until a new City Manager is selected and reports, from October 1, 2023 to the end of the year, December 31, 2023, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Karen Cherry-Brown absent.

- B. **Conduct a Public Hearing on the 2023 tax rate.**

Budget Administrator Jennifer Otey presented the item and reviewed information about the current and proposed tax rate.

Mayor Gordon opened the public hearing.

In favor
None

Opposed
None

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Karen Cherry-Brown absent.

Mayor Gordon closed the public hearing at 8:09pm.

- C. **Consider an Ordinance approving and adopting a budget for the City for the Fiscal Year October 1, 2023, through September 30, 2024; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget and ratifying the revised budget FY 2022-2023 Budget (Section 7 of the attached ordinance).**

Ms. Otey recapped the budget ordinance.

Councilmember McBurnett stated we need to be transparent as we do not have an audit for FY2020-21 and are working through the FY2022 audit. Ms. Otey stated the numbers presented are projections based on current knowledge. Mr. McBurnett also asked for additional information on the Meter Replacement Fund and the Automated Metering Infrastructure. Mayor Gordon requested that the approval is based on the projections and dependent on the audit. City Attorney Hager stated all budgets are projections.

Councilmember Don McBurnett made a motion to approve the proposed budget for the City of Duncanville for Fiscal Year October 1, 2023, through September 30, 2024; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget, be adopted. This budget will raise more revenue from property taxes than last year's budget by an amount of \$1,589,682, which is a 7.32 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$128,488. Mayor Pro Tem Greg Contreras seconded the motion. The

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vote was cast 6 for, 0 against, with Councilmember Karen Cherry-Brown absent.

- D. Consider an Ordinance of the City of Duncanville, Texas, levying Ad Valorem Taxes for the Year 2023 at a rate of \$0.646034 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City of Duncanville as of January 1, 2023, to provide revenues for current expenses and interest and sinking fund requirements.**

Councilmember Jeremy Koontz made a motion to approve the property tax rate be increased by the adoption of a tax rate of \$0.646034, which is effectively a 7.38 percent increase in the tax rate. Councilmember Don McBurnett seconded the motion. The vote was cast 5 for, 1 against (Councilmember At-Large DeMonica Gooden), with Councilmember Karen Cherry-Brown absent.

- E. Consider an Ordinance ratifying the Fiscal Year 2023-2024 Budget which raises more revenue from property tax than in the previous year.**

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Karen Cherry-Brown absent.

- F. Consider an Ordinance approving the Fiscal Year 2023-2024 Master Fee Schedule, which is attached hereto and incorporated herein as Exhibit "A".**

Jennifer Otey reviewed the Master Fee Schedule being proposed.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Karen Cherry-Brown absent.

- G. Consider an Ordinance regarding the City of Duncanville's Texas Municipal Retirement System (TMRS) benefits adopting: (1) Updated Service Credits (USC); and (2) an annuity increase, also referred to as Cost of Living Adjustment (COLA) for retirees and their beneficiaries.**

Jennifer Otey reviewed the benefit changes proposed.

Councilmember Joe Veracruz made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 5 for, 0 against, with Councilmember Karen Cherry-Brown absent.

Councilmember Contreras recused himself from the vote.

- H. Consider a resolution authorizing a Grant of Hotel Occupancy Tax Funds from the Fiscal Year 2023-24 Budget in an amount not to exceed \$222,000 to Esposure, Inc.**

Councilmember Koontz questioned the use of Hotel Occupancy Tax (HOT) funds for this item. Managing Director of Development Services Gus Garcia presented on this item with a background on Esposure. He stated Esposure is proposing twelve scheduled events over the next twelve months. Mr. Daniel Martin representing Esposure was available to answer questions. Councilmember Koontz clarified this business is about education and not just gaming. He stated his primary concern was about how HOT funds are being used and appreciates the detail of the presentation. City Attorney Bob Hager asked that the funds be divided on a per event basis so that all funds are not used for one or two events. Mr. Hager will write the agreement if the item is approved. Mr. Martin stated he is seeing clubs being developed in high schools and they are looking for places to compete. Councilmember Koontz would like to see a follow-up on the events the city is funding. Councilmember Contreras stated he appreciated the questions asked by Councilmember Koontz.

Councilmember Don McBurnett made a motion to approve the item as stated, with post agreement language proposed by Mr. Hager Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Karen Cherry-Brown absent.

- I. Consider a Resolution approving an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD. and the City of Duncanville to increase contract rates by**

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5.09% for residential collection and commercial services, effective October 1, 2023.

Jacqueline Colton reviewed the rate increase proposed by Republic Services. She stated they have met with Republic to discuss how to reduce costs. Councilmember Gooden stated she asked that this item be moved to individual consideration to provide transparency to the community.

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Karen Cherry-Brown absent.

- J. Consider a Resolution authorizing an agreement with SC Tracking Solutions for backflow device inventory and compliance management as part of the City's Backflow Prevention Assembly Testing Program for a one-year term with the option to renew up to four additional one-year terms in an expenditure amount of \$0.00.**

Jacqueline Colton presented this item with John Wade of SC Tracking. Councilmember McBurnett asked Mr. Wade why the vendor is willing to perform this service for free and asked him to review the service. Mr. Wade stated SC Tracking is a web-based service that makes its money from backflow testing. Due to continuing fraud in the industry the company tests free of charge to its customers. Mr. McBurnett asked when would be considered a breach of contract and how many cities their company represents. Mr. Wade stated over two hundred cities. The business model is designed to take work load off city staff by sending letters and taking phone calls related to backflow testing.

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Karen Cherry-Brown absent.

- K. Consider a Resolution approving and accepting the terms and conditions of an agreement with Dallas County on behalf of the Health and Human Services Department for food establishment inspection and environmental health services, attached hereto and incorporated herein as Exhibit "A", effective October 1, 2023, through September 30, 2024.**

- L. Consider a Resolution approving and accepting the terms and conditions of an agreement with Dallas County on behalf of the Health and Human Services Department for mosquito services, attached hereto and incorporated herein as Exhibit "A", effective October 1, 2023, through September 30, 2024.**

Councilmember Gooden asked if the contract included health inspections of restaurants and aerial spraying for mosquitos. Ms. Gooden also asked about the funding source. Managing Director of Developmental Services Gus Garcia stated this is budgeted each year for mosquito spraying. Councilmember Koontz asked for clarification. Mr. Garcia stated we asked for health inspections for food establishments and mosquito spraying. Dallas County Health and Human Services added both to the same contract. Mr. Koontz stated he is not in favor of the aerial spraying. Councilmember Contreras asked if we are pursuing filling the vacant health inspector position. Mr. Garcia stated we are interviewing for the position. Mr. Contreras asked why these agreements are joined together. Mr. Garcia stated that this is the first time. City Attorney Hager advised we can take items K and L together.

Councilmember Don McBurnett made a motion to approve the items K and L together, Councilmember Joe Veracruz seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Karen Cherry-Brown absent.

- M. Consider a Resolution approving Waste Management's request to the City of Duncanville to increase contract rates by 6.71% under the Solid Waste Disposal Agreement for solid waste disposal, effective October 1, 2023.**

Managing Director of Operations Jacqueline Colton explained this item.

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 5 for, 1 against (Councilmember Jeremy Koontz), with Councilmember Karen Cherry-Brown absent.

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6. STAFF AND BOARD REPORTS

No staff reports.

Mayor Gordon recessed the regular session at 9:41p.m. for executive session.

ADJOURNMENT

The meeting was adjourned at 11:11p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

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Duncanville Special Called Meeting Minutes
Monday, September 25, 2023

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

1. **CALL TO ORDER**
A special meeting of the Duncanville City Council was called to order on Monday, September 25, 2023, at 6:02 p.m. in the Council Briefing Room at City Hall.

2. **RECEIVE PUBLIC COMMENTS**

No public comments

3. **AGENDA ITEMS**

A. Consider a resolution designating an independent auditor for the fiscal year ending September 30, 2023.

Presented by Dennis Baldwin. designation of independent auditor for FY 2023. Four firms responded to the Request for Qualifications and were presented to the Audit Committee on September 19, 2023. The recommendation of Audit Committee represented by Councilmember McBurnett was Pattillo, Brown, & Hill as the auditor of choice. The cost of the audit services was reviewed by Mr. Baldwin.

The recommendation was that City Council designates Pattillo, Brown & Hill as the City's independent auditing firm for the fiscal year ending September 30, 2023.

4. **EXECUTIVE SESSION**

Mayor Gordon recessed the regular session at 6:09pm and convened the executive session.

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

Mayor Gordon recessed the executive session at 8:24p.m.

The executive session reconvened at 8:33p.m.

B. ***City Council shall convene into closed executive session pursuant to Section 551.071, of the Texas Government Code, to seek legal advice from the City Attorney on the requirements of the Fire Code.***

Mayor Gordon closed the executive session at 8:39p.m. and opened the regular session.

ADJOURNMENT

The meeting was adjourned at 8:40 p.m.

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APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution for an offer of a Hotel Occupancy Tax Grant for the FY23-24 budget in the amount not to exceed \$60,000 to the Great American Shoot-Out.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Agustin 'Gus' Garcia, Managing Director of Development Services

BACKGROUND/HISTORY:

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

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

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

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

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

The nine categories for expenditure of the hotel occupancy tax are as follows:

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

Under § 351.103(c), with population under 125,000 may expend up 15% hotel occupancy tax revenue collected art-related programs also tourism local activity. Specifically, it allows funding encouragement, promotion, application arts including instrumental vocal music, dance, drama, folk art, creative writing, architecture, design allied fields, painting, sculpture, photography, graphic craft arts, motion pictures, radio, television, tape sound recording, other presentation, performance, execution exhibition these major art forms.

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

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.

- Funding historical restoration or preservation programs.

5-) Funding historical restoration or preservation programs.

6-) Funding certain expenses, including promotional directly related to a sporting event within counties

with population of fewer than 1 million.

7-) the enhancement or upgrading existing sports facilities fields for municipalities.

8-) transportation systems tourists.

9-) Signage directing tourists sights and attractions that are visited frequently by hotel guests in municipality.

POLICY EXPLANATION:

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

The applicant's funding history is listed below.

FY19-20: \$45,000 Hot Funding Approved

FY20-21: \$45,000 Hot Funding Approved

FY21-22: \$50,000 Hot Funding Approved

FY22-23: \$60,000 Hot Funding Approved

FUNDING SOURCE:

ORG and Object Number

10011000 and 700450

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$412,945.00	\$60,000.00	\$352,945.00

ACTION ALTERNATIVES:

1. Approved funding in the amount of \$60,000.00 for an offer of a Hotel Occupancy Tax Grant for the FY23-24 Budget for the Great American Shoot-Out (GASO).
2. Do not provide funding.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-106 - HOT Grant FY24 Funding- GASO](#)
[Exhibit A-FY24 GASO HOT Application](#)

RESOLUTION NO. 2023-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 23-24 BUDGET IN AN AMOUNT NOT TO EXCEED \$60,000 TO THE GREAT AMERICAN SHOOT-OUT (GASO) FOR LEGALLY AUTHORIZED REIMBURSABLE EXPENSES IN ACCORDANCE WITH STATE LAW; AND, APPROVING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; CONDITIONAL UPON APPROVAL IN THE FY 23-24 BUDGET; 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 Great American Shoot-Out (GASO) promotes Duncanville by hosting a nationally-recognized exhibition basketball tournament; and

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

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in an amount not to exceed sixty-thousand dollars (\$60,000.00) and no cents to the Great American Shoot-Out (GASO) for legally authorized reimbursable expenses in accordance with state law; and, authorizes the City Manager to execute the grant agreement after approval as to form by the City Attorney.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Resolution No. 2023-106

EXHIBIT "A"

September 18, 2023

From:

Sam Lowe and Blue Zertuche

Great American Shoot-Out
2024 HOT Grant Application

EXHIBIT "A"



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

EXHIBIT "A"

4. tourist attractions in or near the city.

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

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

City of Duncanville: The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **In order to ensure funding consideration for your event, requests for funds should be submitted on this official application by July 31st.** 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.

Supplemental Information Required with ^{EXHIBIT "A"}Application: Along with the application, please submit the following:

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

Please Submit to: Clay Mansell
 Economic Development Administrator

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 972.780.5090.
Or email, eco@duncanvilletx.gov

EXHIBIT "A"



Hotel Occupancy Funding Application

Date: 9/14/23

Organization Information

Name of Organization: Great American Shoot-Out

Address: 12405 Water Oak Drive

City, State, Zip: Fort Worth TX 76244

Contact Name: Sam Lowe Contact Phone Number: 214 207 4473

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

Non-Profit or For-Profit Status: Profit Tax ID #: 82-3106758

Entity's Creation Date: 2018

Purpose of your organization: basketball tournament for youth looking to play in high school and college

Event Information

Name of Event or Project: Great American Shoot-Out

Date of Event or Project: March 3, April 5-7, April 19-21 or May 17-19, April 26-28, July 11-14, 2024

Primary Location of Event or Project: Duncanville Fieldhouse and Duncanville High School

Amount Requested: \$ 60,000

How will the funds be used? Rental of local Duncanville facilities

EXHIBIT "A"

Primary Purpose of Funded Activity/Facility:

Sporting events (basketball tournaments) that will create tourism and travel to the city of Duncanville
 Players, families and coaches travel from all parts of Texas and surrounding states to participate
 In the Great American Shoot-Out tournaments that are held in front of college coaches that
 Attend from all over the country

Percentage of Hotel Tax Support of Related Costs

20% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax
 60% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded
 0% Event Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

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

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.

EXHIBIT "A"

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

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

- ☐ **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:**
\$ 60,000

How many individuals are expected to participate in the sporting related event? 30,000

EXHIBIT "A"

How many of the participants at the sporting related event are expected to be from another city or county? 15,000

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

Teams will be traveling to Duncanville from all over Texas and states across the country to attend

The Great American Shoot-Out. These teams will need lodging for coaches, players, and family

Members as they seek to stay as close as possible to the playing sites in Duncanville which will result

In 100s if not a 1000 hotel nights and spending of money within the community.

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

The funds will be used to rent the facilities at Duncanville Fieldhouse and Duncanville High School.

We have verbal agreements with both sites to host the events and received contracts in the spring as

we get closer to the events.

- ☐ **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?

EXHIBIT "A"

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: 35 years in Texas
2. Expected Attendance: 30,000
3. How many people attending the Event or Project will use Duncanville hotels? 10,000 Number of rooms rented for your event: 100s to 1000
Hotels confirm capacity each year
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? GASO is in communication with Best Western, Hilton Garden Inn, Hampton Inn, LaQuinta, and Holiday Inn Express each year. We provide them with our Dates so they can prepare for a large influx of teams needing lodging on those weekends. Each Duncanville hotel receives priority listing on our website to direct teams to book With Duncanville hotels.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
<u>April/July 2023</u>	<u>\$60,000</u>	<u>Hotels reported near/full capacity</u>
<u>April/July 2022</u>	<u>\$50,000</u>	<u>Hotels reported near/full capacity</u>
<u>June/July 2021</u>	<u>\$45,000</u>	<u>Hotels reported near/full capacity</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

EXHIBIT "A"

6. How will you measure the impact of your event on area hotel activity (e.g.; room block

usage information, survey of hoteliers, etc.)? GASO annually communicates with the _____

Hotel operators and they express being at or near capacity for all nights and all events with _____

A large portion of their customers being team/event related business.

7. Please list other organization, government entities, and grants that have offered financial support to your project:

No other organization or government entity has contributed funds

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?

The events do charge admission fees to the teams and record a net profit.

The proceeds from admissions are used to cover event expenses such as referees

And other workers/costs. The profits are used to pay employee salaries to Produce the events. Profits can range from 10,000+ at each event.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: \$ _____

Radio: \$ _____

TV: \$ _____

Other Paid Advertising: \$ 3000

Number of Press Releases/Media Alerts sent to the Media: regularly scheduled press releases through social media (twitter, Instagram, etc) to promote the events for months

Number of Direct Mailings to out-of-town recipients: attendees receive direct email marketing, Texts and social media postings that regularly promote the event and Duncanville hotels

Other Promotions: Email marketing, twitter with 30,000+ followers, Instagram, youtube

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?

Hotels set the rate at the price they feel most comfortable to maximize profit. Our website posts the hotel information for teams/officials to book rooms. The Duncanville hotels fill up due to demand. We do not sign blocks or receive any commission from the hotels.

EXHIBIT "A"

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event? _____

Duncanville hotels are listed as the first and primary location for teams to stay on our website. The hotels are promoted on multiple emails and social media platforms at no cost to the hotel. Each team receives texts and emails upon entering the events that pushes them to book hotel rooms in Duncanville. The hotels are annually at or near capacity as teams prefer to book rooms as close as possible to the event headquarters.

EXHIBIT "A"

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

Our promotions reach all of Texas states across the country where teams have attended from in Past years. We have teams attend from Texas and 10-12 other states each season.

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

20,000

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

center): Expected Attendance Monthly/Annually: 30,000 at Duncanville Fieldhouse and Duncanville ISD

Percentage of those in attendance that are staying at area hotels/lodging facilities: 40%

Please Submit to: Clay Mansell
Economic Development Administrator

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 972.780.5090.
Or email, eco@duncanvilletx.gov**

EXHIBIT "A"

- Proposed Marketing Plan for Funded Event

The Great American Shoot-Out has been a regular club basketball stop in the Spring and Summer for travel basketball teams for 34 years. The DFW metroplex is a hot spot for these events as GASO runs 6 events in the area each year. Duncanville Fieldhouse and Duncanville High School will be the hub sites for multiple events. GASO is now in its 14th year of hosting its biggest and most traveled to events in Duncanville. The events hosted in Duncanville will have upwards of 1000 teams attending with near half of the teams needing hotel stays overnight. Also, referee camps, parents/fans and college coaches will be in attendance needing hotel stays.

The marketing plan is a mix of direct emails to past attendees, twitter promotions to our over 40,000 followers, a texting service to thousands of coaches and players and the use of other social media platforms such as Instagram. Our websites lists Duncanville's hotel as the main host hotels with priority listing over hotels from the surrounding areas. Through these different outlets, we have been able to annually drive players, team coaches, families, fans and college coaches to visit the city of Duncanville and use the local hotels as their housing source.

- Schedule of Activities or Events Relating to the Funded Project

GAMES are played during the following time slots:

March 3 -- 8:00 AM to 5:00 PM

April and May events are all Friday to Sunday events

Fridays – 5:00 PM to 10:00 PM

Saturdays – 8:00 AM to 10:00 PM

Sundays – 8:00 AM to 10:00 PM

July 11-14 event

Thursday – 2:00 PM to 10:00 PM

Friday – 8:00 AM to 10:00 PM

Saturday – 8:00 AM to 10:00 PM

Sunday – 8:00 AM to 4:00 PM

EXHIBIT "A"

- Past Marketing Materials Used to Promote the Event

All marketing has been done in past years through the same means as described in item 1 above:

a mix of direct emails to past attendees, twitter promotions to our over 40,000 followers, a texting service to thousands of coaches and players and the use of other social media platforms such as Instagram.

With our 30+ year history in this market, we are established in the field and the teams and coaches know what to expect with GASO events they are attending. The attendees are regularly contacted through these various advertising and social medias to promote the events and the city of Duncanville.



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

CONSIDER APPROVING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A FIVE-YEAR ENGAGEMENT FOR PROFESSIONAL AUDITING SERVICES WITH PATTILLO, BROWN & HILL, L.L.P. WITH AN ANNUAL ANTICIPATED EXPENDITURE OF \$56,500, PROVIDING FOR A TOTAL ANTICIPATED EXPENDITURE OF \$282,500.

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:

Dennis M. Baldwin
Interim, Managing Director, Fiscal Services

BACKGROUND/HISTORY:

In accordance with the City of Duncanville's Home Rule Charter, prior to the end of fiscal year the Council shall designate qualified certified public accountants who, as of the end of the fiscal year, shall make an independent annual audit of accounts and other evidences of financial transactions of the City government and shall submit their report to the Council and the City Manager.

On September 25, 2023, the City Council designated Pattillo, Brown & Hill, L.L.P. (PBH) as the City's independent auditing firm. City staff contacted Pattillo, Brown & Hill, L.L.P. requesting proposed cost of services for FY 2023, FY 2024, FY 2025, FY 2026, and FY 2027. PBH provided a response to the City's request that categorized its proposed fees as Financial Statement Audit (\$44,000), Single Audit, if required* (\$7,500), and total (\$51,500). Additionally, PBH included proposed fees of \$5,000 for 16 hours of training. The proposed fees remained the same for each of the aforementioned fiscal years.

*The Single Audit requirement applies to non-federal entities that expends \$750,000 or more in federal award funds during its fiscal year.

In order to engage auditing firms for professional auditing services over several years, it is not uncommon for governing bodies of municipalities to authorize multi-year engagements. Moreover, when auditing firms propose fees over a period of several years, it allows local governments to better plan their fiscal year expenditures.

In this case, the City Council has the option of authorizing a five-year engagement for professional auditing services with Pattillo, Brown & Hill, L.L.P., with an annual anticipated expenditure of \$56,500, providing for a total anticipated expenditure of \$282,500. Staff recommends approval of this engagement. Moreover, staff recommends the City Manager be authorized to execute the necessary documents related to said engagement.

POLICY EXPLANATION:

In accordance with the City of Duncanville's Home Rule Charter, prior to the end of fiscal year the Council is required to designate qualified certified public accountants who, as of the end of the fiscal year, shall make an independent annual audit of accounts and other evidences of financial transactions of the City government and to submit their report to the Council and the City Manager. Additionally, the Texas Local Government Code requires a municipality to have its records and accounts audited annually and have an annual financial statement prepared based on the audit.

In order to ensure current and future revenues are available for professional auditing services, City staff will include such expenditures when preparing the annual budget and plan for municipal services.

FUNDING SOURCE:

ORG and Object Number

01088000-708103 (Non-Departmental Professional Services)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$56,500	\$56,500	\$0.00

ACTION ALTERNATIVES:

1. Approve the Resolution to authorize a five-year audit engagement with Pattillo, Brown & Hill, L.L.P. with an annual anticipated expenditure of \$56,500, providing for a total anticipated expenditure of \$282,500.
2. Do not approve the Resolution to authorize a five-year audit engagement with Pattillo, Brown & Hill, L.L.P. with an annual anticipated expenditure of \$56,500, providing for a total anticipated expenditure of \$282,500. .
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-117 - Resolution to authorize a five-year audit engagement with Pattillo, Brown & Hill, L.L.P. - Pdf](#)

RESOLUTION NO. 2023-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A FIVE-YEAR ENGAGEMENT FOR PROFESSIONAL AUDITING SERVICES WITH PATTILLO, BROWN & HILL, L.L.P. WITH AN ANNUAL ANTICIPATED EXPENDITURE OF \$56,500, PROVIDING FOR A TOTAL ANTICIPATED EXPENDITURE OF \$282,500; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID ENGAGEMENT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville (City) requires an annual independent audit; and,

WHEREAS, the City solicited Request for Qualifications for Professional Auditing Services; and,

WHEREAS, the City of Duncanville's Audit Committee made the recommendation to the City Council that Pattillo, Brown, & Hill, L.L.P. should be designated as the City's independent auditing firm; and,

WHEREAS, the City Council designated Pattillo, Brown, & Hill, L.L.P. as the City's independent auditing firm; and,

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a five-year engagement for professional auditing services with Pattillo, Brown & Hill, L.L.P. with an annual anticipated expenditure of \$56,500, providing for a total anticipated expenditure of \$282,500; and authorize the City Manager to execute the necessary documents related to said engagement.

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, does hereby award a five-year engagement for professional auditing services with Pattillo, Brown & Hill, L.L.P. with an annual anticipated expenditure of \$56,500, providing for a total anticipated expenditure of \$282,500; and authorizes the City Manager to execute the necessary documents related to said engagement.

SECTION 2. This Resolution shall become effective upon its passage.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County to provide Highway Accident Investigation Services in an amount not to exceed \$59,000.00.

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:

Mark LiVigni, Chief of Police

Christopher Freis, Assistant Chief of Police

BACKGROUND/HISTORY:

For a number of years, the Duncanville Police Department has contracted with the Dallas County Sheriff's Office (DCSO) for accident investigation of motor vehicles on Interstate 20 and U.S. Highway 67 within the City of Duncanville.

POLICY EXPLANATION:

Beginning with past Dallas County Sheriff's administrations and continuing with Dallas County Sheriff Marian Brown's Administration, Dallas County has offered a program in which Dallas County Deputies investigate traffic accidents occurring on interstates and highways within Dallas County. Initially, the program was provided free of charge. However, several years ago, Dallas County began to charge cities for this service. The charge is a flat rate per year rather than per accident. In our proposed agreement, that flat rate is \$59,000.00 and will not exceed that amount.

The City of Duncanville has significantly benefited through our participation in this program. For example, in the fiscal year 2023, deputies of the Dallas County Sheriff's Office (DCSO) investigated 156 vehicular accidents on Interstate 20 and U.S. Highway 67. It is noteworthy that our patrol personnel initially respond to these accidents to aid those injured and control traffic until DCSO arrives on the scene. Once enough deputies are present to ensure everyone's safety, our personnel

are relieved from the accident. They can resume patrolling neighborhoods and answer other calls for service in a timely and efficient manner.

FUNDING SOURCE:

ORG and Object Number

01055100-700450 (Patrol - Contractual Services)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$59,000.00	\$59,000.00	\$0.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2019-046R4 - Highway Accident Investigation Services with Exhibit](#)

RESOLUTION NO. 2019-046R4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DUNCANVILLE AND DALLAS COUNTY, TO PROVIDE HIGHWAY ACCIDENT INVESTIGATION SERVICES NOT TO EXCEED \$59,000.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and County are government entities; and

WHEREAS, chapter 791 of the Texas Government Code allows home rule municipal corporations to enter into interlocal agreements for the provision of governmental services related to police protection, public health and welfare, parks, recreation, and such other governmental functions and services which are of mutual concerns to the contracting parties; and

WHEREAS, the City desires to acquire highway accident investigation services from Dallas County Sheriff's Office (DCSO);

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

SECTION 1. That the City Council for the City of Duncanville hereby approves the Interlocal Agreement between the City of Duncanville and Dallas County for the provision of Highway Accident Investigation Services, which is attached hereto as Exhibit "A".

SECTION 2. That the City Council for the City of Duncanville hereby authorizes the Interim City Manager to execute the interlocal agreement.

SECTION 3. That this resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

THE STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN
	§	DALLAS COUNTY ON BEHALF OF
	§	DALLAS COUNTY SHERIFF'S OFFICE
COUNTY OF DALLAS	§	AND CITY OF DUNCANVILLE

**INTERLOCAL AGREEMENT by and between DALLAS COUNTY
and the CITY OF DUNCANVILLE
FOR ACCIDENT INVESTIGATION SERVICES**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between Dallas County, Texas ("**County**"), a political subdivision of the State of Texas, on behalf of the Dallas County Sheriff's Office and acting through its County Judge pursuant to authority granted by the Dallas County Commissioners Court (collectively, "**DCSO**") and the City of Duncanville ("**City**"), a political subdivision of the State of Texas, both of which may be referred to collectively as the "**Parties**" or individually as "**Party**."

RECITALS

WHEREAS, the Act authorizes the City and the County to contract with one another for law enforcement protection, related administrative functions, and other governmental functions in which they are mutually interested; and

WHEREAS, the City has in the past and wishes to continue to have the County conduct accident investigation services for the City; and

WHEREAS, the DCSO desires to provide the City the requested accident investigation services; and

NOW, THEREFORE this Agreement is entered into by and between the City and the County pursuant to the authority granted by Texas Local Government Code Chapter 791 (known as the *Interlocal Cooperation Act* or the "**Act**") and the Code of Criminal Procedure, Article 2.17 "**Conservator of the Peace**", to provide accident investigation services to the City by DCSO.

SECTION 1: TERM AND TERMINATION

- A. Term: This initial Agreement shall be effective from October 1, 2023, through September 30, 2024 ("Term").
- B. The Parties may extend this Agreement for an additional four (4) one-year terms for a maximum total of five (5) years. To extend this Agreement, the City must provide written notice to the County (as detailed herein), at least thirty (30) days prior to the expiration of the current term, but no earlier than ninety (90) days prior to the expiration of the current term.
- C. Termination: Either Party may terminate this Agreement without cause, in whole or in part, upon thirty **(30) days** prior written notice to the other Party. County reserves the right to terminate the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
1. Lack of, or reduction in, County funding, resources, or personnel;
 2. Non-performance by the City; or
 3. City's failure to comply with the terms and provisions of this Agreement;
 4. Any other reason if notice is given pursuant to this Agreement.

SECTION 2: SCOPE OF SERVICES

DCSO shall be responsible for providing freeway accident investigations ("Accident Investigation Services") for all accidents occurring in the following locations:

Interstate 20 – both directions of travel, for the entire distance within Duncanville City Limits; and

Highway 67 – both directions of travel, for the entire distance within Duncanville City Limits.

The Duncanville Police Department will notify DCSO when an accident occurs on the referenced roadways via the Duncanville Communication Center. Upon notification, DCSO will dispatch personnel to the scene, including available DCSO resources to provide sufficient traffic control, as necessary to complete the investigation. The accident investigation shall be completed in accordance with the principles set forth by the Texas Department of Transportation and the North Central Texas Council of Governments. The investigator will complete all necessary paperwork, including the CR-3 crash report, and will file a copy with the State of Texas, as required by law.

SECTION 3: FEES

- A. **Maximum Payment: The City shall pay the County Fifty-Nine Thousand and No Dollars and No Cents (\$59,000.00) for the Term of this Agreement, from current revenues available to the City.**

Each extension of the term of this Agreement as contemplated in Section 1A above will result in a three (3%) percent increase in the maximum payment

under this paragraph.

- B. Billing and Payment: The County shall bill the City immediately upon execution of this Agreement for the amount stated in Section 3. A above for the Term of this Agreement. City shall pay for these services within thirty (30) days after the date of County's billing. Failure by County to bill in a timely manner shall not waive City's obligation to make the payment under this Agreement.
- C. Prompt Payment Act: Any payment not made within thirty (30) days of its receipt date shall bear interest in accordance with Texas Government Code Chapter 2251.
- D. Increased Costs: If the costs of providing services to the City increase beyond the amount identified in Section 3. A during the Term of this Agreement, the City shall be responsible for the payment of such increased costs. The County shall provide the City with thirty (30) days written notice of any such increase.

SECTION 4: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below or at such other addresses as shall be specified by written notice delivered in accordance herewith:

If to the City of Duncanville:

Mark LiVigni
Chief of Police
City of Duncanville Police
203 E. Wheatland Road
Duncanville, Texas 75116

If to Dallas County:

Raymond Williams
Assistant Chief of Enforcement Bureau
Dallas County Sheriff's Office
133 N Riverfront Blvd
Dallas, Texas 75207

and

Clay Lewis Jenkins
Dallas County Judge
500 Elm Street, Suite 7000
Dallas, Texas 75202

With a copy to:

Barbara Nicholas
Chief – Civil Division
Dallas County District Attorney's Office
500 Elm Street, Suite 6300
Dallas, Texas 75202

SECTION 5: IMMUNITY AND LIABILITY

- A. **This Agreement is expressly made subject to the City's governmental immunity and the County's sovereign immunity including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable state and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that the City or the County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.**
- B. **No waiver: County. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act or under Texas law, to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorney's fees, against the County, arising out of the performance of County employees under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.**
- C. **No waiver: The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act or under Texas law, to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorney's fees, against the City, including workers' compensation claims, arising out of the performance of City employees under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City and its officers and/or employees.**
- D. **Comparative liability. County and City agree that any such liability or damages as stated above, occurring during the performance of this Agreement, and caused by the joint or comparative negligence of their employees, students, agents, or officers, shall be determined in accordance with comparative responsibility laws of the State of Texas.**

- E. **Survival.** These provisions shall survive termination, expiration, or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

SECTION 6: MISCELLANEOUS PROVISIONS

6.1 COMPLIANCE WITH LAWS

In providing services required by this Agreement, the City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

6.2 AMENDMENTS AND CHANGES IN THE LAW

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

6.3 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

6.4 BINDING EFFECT

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

6.5 GOVERNMENT FUNDED PROJECT

If Agreement is funded in part by either the State of Texas or the federal government, City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision, or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the Terms of this Agreement.

6.6 DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition, or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of

any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. City has a duty to mitigate damages.

6.7 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Both Parties shall have no right of action against the other in the event the County is unable to fulfill its obligations under this Agreement because of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. If either Party is unable to fulfill its obligations under this Agreement because of lack of sufficient funding, or if funds become unavailable, either Party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other Party at the earliest possible time prior to the end of its fiscal year.

6.8 COUNTERPARTS, NUMBER/GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

6.9 AGENCY/INDEPENDENT CONTRACTOR

Except as otherwise stated in this Agreement, the Parties, including their agents, servants, joint enterprises, or employees, are independent contractors, and not an agent, servant, joint enterprise, or employee of the other Party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, joint enterprises, or employees in conjunction with the performance of work covered under this Agreement.

6.10 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall, as soon as reasonably possible, give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum period equal to the time lost by reason of the delay.

6.11 ASSIGNMENT

The City assures that it will not transfer or assign its interest in this Agreement without the prior written consent of the County. County approval to transfer or assign the City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court.

6.12 CONTRA PROFERENTEM/CONTINUING OBLIGATIONS

The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement, and such Party shall not be responsible for the language used. All obligations of this Agreement which expressly or by their nature survive the expiration, termination, or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination, or transfer until such are satisfied in full or by their nature expire.

6.13 SEVERABILITY

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

6.14 SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of the City, or representing themselves as signing and executing this Agreement on behalf of the City, do hereby warrant and guarantee that he, she, or they have been duly authorized by the City to execute this Agreement on behalf of the City and to validly and legally bind the City to all terms, performances, and provisions herein set forth.

6.15 VENUE AND CHOICE OF LAW

Texas law shall govern this Agreement and venue shall lie exclusively in the state courts of competent jurisdiction physically located in Dallas County, Texas.

[Signatures on the following page]

[Intentionally Left Blank]

The City of Duncanville has executed this Agreement pursuant to duly authorized City Council Resolution No. _____, dated _____, 2023. The County of Dallas has executed this Agreement pursuant to Commissioners Court Order No. _____ on this ____ day of _____ 2023.

On behalf of the County:

On behalf of the City:

Clay Lewis Jenkins
Dallas County Judge

Robert D. Brown, Jr.
Duncanville Interim City Manager

RECOMMENDED:

Dr. Ronica Watkins
Dallas County Budget Officer

Mark LiVigni
Duncanville Chief of Police

Marian Brown
Dallas County Sheriff

APPROVED AS TO FORM*

JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

Cherie K. Batsel
Assistant District Attorney

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

Page 11 of 11
ILA between Dallas County & the City of Duncanville
(for Accident Investigation Services)

Page 9 of 9



STAFF REPORT

MEETING: City Council - 21 Nov 2023

TITLE:

Consider a Resolution authorizing the donation of six in-car digital video recorders (DVR) and accessory equipment and sixty-five body-worn cameras and accessory equipment to the Kennedale Police Department and the Hutchins Police Department.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:

The City of Duncanville is in possession of six (6) out-of-service in-car DVRs and sixty-five (65) out-of-service body-worn cameras which the Managing Director of Financial Services has determined are of nominal value and which are no longer needed for public use. The City of Duncanville Police Department would like to donate the out-of-service cameras to the Kennedale Police Department and the Hutchins Police Department. The fair market value of each in-car DVR system including accessories at \$500 and each body-worn camera including accessories is \$500. Due to the sensitive nature of the data captured by the cameras, auctioning such equipment is not typical for police departments. It is advised that this equipment be donated to other police agencies or destroyed if no longer in use.

Kennedale Police Department and the Hutchins Police Department are local police agencies that serve communities within the metroplex. In-car and body cameras are an essential tool used in modern policing; however, they can be cost-prohibitive. A brand-new camera with accessories and required licensing can cost approximately \$2,000 or more per camera and does not include the annual fees and software costs. This donation will allow the Kennedale and Hutchins Police Department to ensure that each of their officers is equipped with in-car and body-worn cameras.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Approve the out-of-service cameras be donated to the Kennedale and Hutchins Police Departments
2. Do not approve the out-of-service cameras to be donated and place the cameras for bid for nominal value.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2023-108 - Donation - Kennedale and Hutchins](#)

RESOLUTION NO. 2023-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE DONATION OF SIX IN-CAR DIGITAL VIDEO RECORDS AND SIXTY-FIVE BODY-WORN CAMERAS ALONG WITH ALL NECESSARY ACCESSORIES AND COMPONENTS TO THE KENNEDALE POLICE DEPARTMENT AND HUTCHINS POLICE DEPARTMENT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville (the “City”) is in possession of six in-car digital video recorders and accessories and sixty-five body-worn cameras and accessories which the Managing Director of Financial Services has determined are of nominal value and which are no longer needed for public use; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36(6), if the estimated fair value of surplus property does not exceed the applicable bid threshold in any one sale, the City may dispose of the property without advertising for bids; and

WHEREAS, the Kennedale Police Department and the Hutchins Police Department are local police agencies that serve communities within the metroplex. In-car and body cameras are essential tools used in modern policing; however, they can be cost-prohibitive. A brand-new camera with accessories and required licensing can cost approximately \$2,000 or more per camera and does not include the annual fees and software costs. This donation will allow the Kennedale and Hutchins Police Department to ensure that each of their officers is equipped with a body-worn camera.; and

WHEREAS, the Managing Director of Financial Services reviewed the request, and the Interim City Manager approves, that the surplus cameras in question, which is more specifically identified herein, be donated to the Kennedale Police Department and Hutchins Police Department.

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, shall donate to the Kennedale Police Department and the Hutchins Police Department:

1. Motorola 4RE Fleet System with included accessories
2. Motorola V300 Body Worn Cameras with included accessories

SECTION 2. The surplus property as identified shall be donated in “as is” condition without express or implied warranties.

SECTION 3. The City Council of the City of Duncanville, Texas hereby authorizes the Interim City Manager, or his designee, to execute the appropriate and necessary documents.

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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution approving the terms and conditions of a multi-use agreement by and between the City of Duncanville and the Texas Department of Transportation for the installation and use of a license plate reader (LPR) camera adjacent to the roadway.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Mark LiVigni – Chief of Police

Matthew Stogner – Assistant Chief of Police

BACKGROUND/HISTORY:

The Police Department has been working with Flock Safety, Inc., a vendor of license plate reader (LPR) cameras, to install seven cameras to be placed in strategic locations around the City of Duncanville for law enforcement investigative purposes. One camera will be positioned on a U.S. Highway 67 service road to enhance investigative leads of crime along the highway corridor where numerous businesses are located.

While procurement for all cameras was previously approved, an agreement with TXDOT via resolution is required for the placement of the camera along the U.S. Highway 67 right of way.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve the Multiple Use Agreement with the Texas Department of Transportation.
2. Do not approve.
3. Other actions as directed by the City Council.

ATTACHMENTS:

[Resolution No. - 2023-110 - Texas Department of Transportation - License Plate Reader Cameras - Pdf](#)

RESOLUTION NO. 2023-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MULTI-USE AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND OPERATION OF LICENSE PLATE READER CAMERA ADJACENT TO THE ROADWAY AT THE 100 BLOCK OF EAST HIGHWAY 67 SERVICE ROAD; AUTHORIZING ITS EXECUTION, AND PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council for the City of Duncanville has an interest in increasing public safety by maintaining awareness of criminal activity; and

WHEREAS, the City of Duncanville Police Department desired to utilize license plate reader (LPR) cameras for the purpose of identifying vehicles associated with violations of law; and

WHEREAS, the most ideal location for these cameras are adjacent to State Highway 67; and

WHEREAS, the State of Texas possesses the right of way in the areas adjacent to these roadways; and

WHEREAS, the City Council of the City of Duncanville find that the passage of this Resolution is in the best interest of the citizens of Duncanville.

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

SECTION 1. That the City Council of the City of Duncanville hereby approves the Multiple Use Agreement by and between the City of Duncanville, Texas, and the Texas Department of Transportation for the installation and operation of a license plate reader camera at the 100 block East Highway 67 northbound service road.

SECTION 2. That the City Council for the City of Duncanville authorizes the Interim City Manager to execute the appropriate and necessary documents.

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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Form 2044 (Rev. 8/21)
Page 1 of 10

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Duncanville, hereinafter called City of Duncanville, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 17th day of October, 2023, the governing body for the City of Duncanville entered into Resolution/Ordinance No. Resolution 2023-110 hereinafter identified by reference, authorizing the City of Duncanville's participation in this agreement with the State; and

WHEREAS, the City of Duncanville has requested the State to permit the construction, maintenance and operation of a public Public work to be installed on the highway right of way, (ROADWAY E HWY. 67 NB CONTROL SECTION NO.).
(General description of area including either the control number or GPS coordinates.)

GPS 32.628630450918138, -96.903794165178

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of Duncanville will enter into agreements with the State for the purpose of determining the respective responsibilities of the City of Duncanville and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

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

1. DESIGN AND CONSTRUCTION

City of Duncanville will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

City of Duncanville shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City of Duncanville and found not to comply with ADA or TAS shall be corrected at the entire expense of the City of Duncanville

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1 $\frac{1}{2}$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City of Duncanville. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City of Duncanville has failed to comply with these responsibilities, it will perform the necessary work and charge City of Duncanville the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City of Duncanville shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Duncanville shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City of Duncanville for the use of the facility under this agreement, the City of Duncanville will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City of Duncanville must provide a multiple year plan detailing how the additional revenue

will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the City of Duncanville 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and City of Duncanville shall be responsible for the facility's timely removal at no cost to the State. If the State determines that City of Duncanville has failed to timely remove the facility, it will perform the necessary work and charge City of Duncanville the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The City of Duncanville shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City of Duncanville shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE City of Duncanville WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2023, THE City of Duncanville (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of Duncanville. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Duncanville shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City of Duncanville, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. City of Duncanville shall include TxDOT as an additional insured by endorsement in City of Duncanville's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Duncanville's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City of Duncanville shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City of Duncanville, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City of Duncanville shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

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

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City of Duncanville must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City of Duncanville if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	City of Duncanville
Maintenance Division	Police Department
125 East 11th Street	203 E Wheatland Road
Austin, Texas 78701-2483	Duncanville, TX 75116

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

Form 2044 (Rev. 8/21)
Page 9 of 10

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the
City of Duncanville on the 17th day of October, 20 23, and the
State on the _____ day of _____, 20____.

STATE OF TEXAS

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

(Name of other party)

By: _____
Signature

Robert D. Brown Jr.

Printed Name

By: _____
Director, Maintenance Division

Interim City Manager

Title

Printed Name

City of Duncanville Police Department

Agency

Date

972-780-5000

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution awarding a bid and authorizing an agreement with Caldwell Country Chevrolet for a Chevrolet Tahoe in an expenditure amount of \$49,235.00, attached hereto and incorporated herein as Exhibit A; awarding a bid; and authorizing an agreement with Defender Supply for vehicle upfitting in an expenditure amount of \$9,307.75, attached hereto and incorporated herein as Exhibit B, for a total expenditure amount of \$58,542.75.

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 Culton, PE, MBA, Interim Director of Public Works
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:

The Police Department requires a new vehicle for the Assistant Police Chief (new position as of FY 2023) to respond to emergencies.

Quotes were received from Caldwell Country Chevrolet, Graff Chevrolet, and Vandergriff Chevrolet. Caldwell Country Chevrolet provided the lowest bid in the amount of \$49,235.00. An additional charge of \$9,307.75 is included in the requested authorization amount to upfit the vehicle with police emergency equipment provided by Defender Supply.

\$51,079.00 in funding is available in the Fleet Rotation Fund to purchase this vehicle. The remaining \$7,463.75 is available in the Equipment Services Contractual Services account. The unit to be purchased is a 2023 Chevrolet Tahoe.

POLICY EXPLANATION:

The immediate procurement of this vehicle allows the City of Duncanville to add to its Police Department fleet and avoid the long wait time for ordering. The immediate replacement of this critical asset is vital to the public assistance response times to various emergencies and criminal activity. The City of Duncanville has initiated emergency procurement actions to acquire the vehicle in

accordance with the provisions of the Texas Local Government Code Chapter 252 ("Purchasing and Contracting Authority of Municipalities) Section 252.022 (2)-(3).

Staff recommends approving this action "as a procurement necessary to preserve and protect the public health and safety of the municipality's residents."

FUNDING SOURCE:

ORG and Object Number

415-700885 (Fleet/Equip Repair/Replace/Motor Vehicles) and 01066700-700450 (Equipment Services/Contractual Services)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$3,349,144.00	\$58,542.75	\$3,290,601.25

ACTION ALTERNATIVES:

1. Award a bid and authorize an agreement with Caldwell Country Chevrolet for a Chevrolet Tahoe in an expenditure amount of \$49,235.00, award a bid and authorize an agreement with Defender Supply for vehicle upfitting in an expenditure amount of \$9,307.75 for a total expenditure amount of \$58,542.75.
2. Do not award a bid and authorize an agreement with Caldwell Country Chevrolet for a Chevrolet Tahoe in an expenditure amount of \$49,235.00; do not award a bid or authorize an agreement with Defender Supply for vehicle upfitting in an expenditure amount of \$9,307.75 for a total expenditure amount of \$58,542.75.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Assistant Police Chief Tahoe Quotation Summary Sheet](#)
[Resolution No. - 2023-092 - Police Vehicle and Upfitting Purchase - Pdf](#)

Attachment 1

Quotation Summary Worksheet

City of Duncanville, Texas Procurement and Contracting



INSTRUCTIONS FOR COMPLETION:

- 1) Per City Policy, purchases between \$3,000 and \$25,000 require at least three (3) vendor quotes preferably from minority-women owned businesses (MWBE).
- 2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 3) If you have contacted a vendor, and the vendor does not respond in an adequate time period (5 days), then include the vendor's name and record that as a "no bid"
- 3) All awards should be made to the vendor whose proposal offers the "best value" to the City.
- 4) Awards based on "best value" may consider various factors, including but not limited to:
 - (a) Price / Total Cost of Ownership, (b) Product/Service Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet City's Needs, (f) Client References, (g) Cooperative Contract, (h) Past Experience with City, and/or (i) any other relevant factor that ensures best value to the City.
- 5) Upon consideration of all factors, if all bids meet the City's needs, the award should be made to the lowest bidder, and most responsible.
- 6) Purchases in excess of \$25,000 shall be emailed to Purchasing for evaluation assistance.

Requisition #:				VENDOR #1		VENDOR #2		VENDOR #3		HUB #1		HUB #2	
Vendor Name:				Caldwell Country Chevrolet		Graff Chevrolet		Vandergriff Chevrolet					
Quoted By (Contact Name):				Dave Lowry		Internet quote		Internet quote					
Enter "X" for selected vendor				X		Stk#PR517323		Stk#PR509735					
PRODUCT/SERVICE DESCRIPTION	ITEM	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Chevrolet Tahoe	1	1	ea	\$49,235.00	\$49,235.00	\$64,825.00	\$64,825.00	\$68,995.00	\$68,995.00		\$0.00		\$0.00
5.3L V8 engine	2		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
10 speed transmission	3		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3.23 rear axle	4		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Remote keyless package	5		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
GVWR 7,400 lbs.	6		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Emissions, Federal requirements	7		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	8		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Police equipment upfit	9	1	ea	\$9,307.75	\$9,307.75	\$9,307.75	\$9,307.75	\$9,307.75	\$9,307.75		\$0.00		\$0.00
	10		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	11		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	12		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	13		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	14		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	15		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	16		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	17		ea		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
* DISCLOSURE NOTICE: By signing below, I hereby certify that all quotes recorded include all the firms that have been contacted for bids and their replies are reflected accurately on this form.				SUBTOTAL		\$58,542.75		\$74,132.75		\$78,302.75		\$0.00	
				SHIPPING COST									
				TOTALS		\$58,542.75		\$74,132.75		\$78,302.75		\$0.00	
				PAYMENT TERMS									
				F.O.B. SHIPPING TERMS									
				DELIVERY DATE									

All awards should be made based on "Best Value" to the City. Please write a short summary below of why the vendor chosen is the best value if it is not the lowest bid.

* Name of Person Completing this Form: Asa E. Low, Equipment Services Supt.

* Signature: _____

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES OR OTHER DOUCMENTATION MUST BE ATTACHED TO THE PURCHASE REQUISITION.

Form version 7.18.2023

RESOLUTION NO. 2023-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID AND AUTHORIZING AN AGREEMENT WITH CALDWELL COUNTRY CHEVROLET FOR A CHEVROLET TAHOE IN AN EXPENDITURE AMOUNT OF \$49,235.00, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AWARDED A BID; AND, AUTHORIZING AN AGREEMENT WITH DEFENDER SUPPLY FOR VEHICLE UPFITTING IN AN EXPENDITURE AMOUNT OF \$9,307.75, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT B, FOR A TOTAL EXPENDITURE AMOUNT OF \$58,542.75; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville has obtained quotes for a Chevrolet Tahoe;
and

WHEREAS, Caldwell County Chevrolet was the lowest bid; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a purchasing agreement with Caldwell Country Chevrolet for a Chevrolet Tahoe in an expenditure amount of \$49,235.00, attached hereto and incorporated herein as Exhibit A, awarding a bid; and, authorizing a purchasing agreement with Defender Supply for vehicle upfitting in an expenditure amount of \$9,307.75, attached hereto and incorporated herein as Exhibit B, for a total expenditure amount of \$58,542.75.

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 purchasing agreement with Caldwell Country Chevrolet for a Chevrolet Tahoe in an expenditure amount of \$49,235.00, attached hereto and incorporated herein as Exhibit A, and awards a bid; and, authorizes a purchasing agreement with Defender Supply for vehicle upfitting in an expenditure amount of \$9,307.75, attached hereto and incorporated herein as Exhibit B, for a total expenditure amount of \$58,542.75.

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

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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A1



September 28, 2023

LETTER OF INTENT FOR CHEVROLET TAHOE

Seller:

Caldwell Country Chevrolet
4189 Texas 6 Frontage Rd, Suite 201
College Station, TX 77845
Attn: David Lowry, Government Fleet Sales
dlowry@caldwellcountry.com
979-217-2180

Buyer:

City of Duncanville, Texas
203 E. Wheatland Rd.
Duncanville, Texas
Attn: Elton D. Brock, Chief Procurement Officer
elton.brock@duncanvilletx.gov
972-780-5058

Background:

- A. The Seller is an authorized Dealer for Chevrolet
(1) – Chevrolet 2023 Tahoe 4x4 PPV – Summit White SN#1GNSCLED8PR486891

- B. The Buyer wishes to purchase (1) Chevrolet 2023 Tahoe 4x4 PPV – Summit White, from the Seller.

This document shall establish the basic terms to be used in a future legally binding written “purchase agreement” (“Purchase Order”) between the Seller and the Buyer. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms currently, are as follows:

Agreed Purchase Price

- 1. The Buyer and Seller have agreed to the non-to-exceed sales price of **Forty-nine thousand, two hundred and thirty-five dollars and no cents \$49,235.00.**

- 2. The Buyer shall present the Seller with an approved State of Texas Sales Tax Exemption form, as this vehicle shall be utilized for a governmental purpose and the purchase is free of all sales taxes.

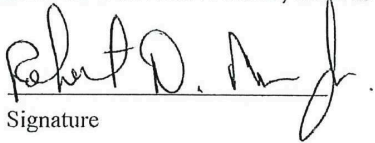
Transaction Description

1. In accordance with the provisions of Texas Government Code 252, the City of Duncanville is legally mandated to obtain approval for all purchases exceeding fifty-thousand dollars (\$50k), from its duly elected governing body. The Buyer intends to seek approval authority from the Duncanville City Council, for the Vehicle that is the subject of this Document.
2. Immediately after approval of the Duncanville City Council is provided, the City shall release a legally binding written "Purchase Order" for the vehicle.

This Document does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the "Purchase Order", duly executed by the Buyer and acknowledged receipt and acceptance by the Seller, will be enforceable. The terms and conditions of the "Purchase Order" will supersede any terms and conditions contained in this Document. The Purchaser and the Seller are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

This Document accurately reflects the understanding between the Seller and the Buyer.

CITY OF DUNCANVILLE, TEXAS


Signature

Robert D. Brown, Jr.
Printed Name

Interim City Manager
Title

September 28, 2023
Date

Exhibit A2

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836

End User: City of Duncanville Caldwell Rep: David Lowry | Quote # 507
Contact: Asa Low Phone: (903) 513-2316
Phone/ Email: asa.low@duncanvillex.gov Date: Thursday, August 31, 2023
Product Description: 2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial Email: dlowry@caldwellcountry.com
A. Bid Series: 22-CHEVROLET TAHOE A. Base Price: \$ 49,235.00

B. Published Options [Itemize each below]

Code	Model Vehicle				
CC10706	2023 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial				
Code	Options	Bid Price	Code	Options	Bid Price
600	Fleet Calibration	\$0.00	AU7	Key common, fleet	\$0.00
AMF	Remote Keyless Entry Package	\$0.00	AZ3	Seats, front 40/20/40 split-bench	\$0.00
1FL	Commercial Preferred Equipment Group	\$0.00	BCV	Lock control, driver side auto door lock disable	\$0.00
5J3	Calibration, Surveillance Mode interior ligh	\$0.00	C6C	GVWR, 7400 lbs. (3357 kg)	\$0.00
5J9	Calibration, taillamp flasher, Red/White	\$0.00	FE9	Emissions, Federal requirements	\$0.00
5LO	Calibration, taillamp flasher, Red/Red	\$0.00	GAZ	Summit White	\$0.00
6J7	Flasher system, headlamp and taillamp, DRJ	\$0.00	GU5	Rear axle, 3.23 ratio	\$0.00
9C1	Identifier for Police Package Vehicle	\$0.00	H1T	Jet Black, Cloth seat trim	\$0.00
ATD	Seat delete, third row passenger	\$0.00	IOR	Audio system, Chevrolet Infotainment 3 system,	\$0.00
Total of B. Published Options					\$ -

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price	Unpublished Options	Bid Price
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:
E. Upfitter/Quote Number:
F. Delivery ETA:
G. Floor Plan Interest (for in-stock and/or equipped vehicles):
H. Lot Insurance (for in-stock and/or equipped vehicles):
I. Contract Price Adjustment:
J. Additional Delivery Charge miles \$ -
K. Subtotal \$ 49,235.00
L. Quantity Ordered 1 x K = \$ 49,235.00
M. Trade in:
N. Coop Fee per purchase order
O. Total purchase price with coop fee (Prices and availability are subject to change without notice) \$ 49,235.00

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

Exhibit B



845 FM 407 W
Argyle, TX 76226

Date	9/15/2023
Estimate #	37123
Estimate By	Jennifer Wilson
	Jennifer@defendersupply....
	214-870-1879



Bill To
Duncanville Police Department Ron McCarty 203 E. Wheatland Rd Duncanville, TX 75116

Customer Contact	
Customer Phone	972-351-0689
Customer E-mail	rmccarty@duncanvillepd.com

2023 Tahoe Admin

Description	Qty	Price	Total
2023 Tahoe Admin			
Defender Supply TAHOE Visor Light Handheld Controller Package - Full Function Tri Color LED Low Profile Visor Light Bar with Full Across Take Down, Progressing Flash Patterns with Slide Switch, Cruise, Low Power (R/B/W), 100 Watt Speaker and Bracket, Core Handheld Controller, Sync Module, Expansion Module, Defender Supply Power Distribution and Main Harness. Includes Installation.	1	4,696.00	4,696.00T
Defender Supply TAHOE Grill Lighting Package -Includes 4 Tri Color Super LED Light Heads (R/B/W), Mounted in Grill. Progressing Flash Patterns with Slide Switch, Take Down and Cruise Functions Available (Core/Carbide Only). Includes Installation.	1	966.25	966.25T
Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window Top. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.	1	610.50	610.50T
Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (1x R/W, 1x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.	1	412.50	412.50T
Defender Supply TAHOE Flush Equipment Mount and Storage Box. Covers Entire Cargo Floor. Includes Installation.			2,327.50T
Window Tint - For Two Front Windows	1	95.00	95.00T
Professional cleaning, detailing, make-ready by Defender Supply.	1	200.00	200.00T
Texas Government or Municipality - No Sales Tax		0.00%	0.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets - troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$125/hour **

Vehicle & Emergency Equipment Total \$9,307.75

Signature _____



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution authorizing change orders eight through twelve for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project, using project contingency funds, for a total expenditure amount of \$103,775.04.

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, Interim Director of Public Works

BACKGROUND/HISTORY:

On December 15, 2020, the City of Duncanville awarded IFB 21-0002 to Pavecon Public Works, LP, in the amount of \$6,581,962.21, for the reconstruction of East Danieldale Road, between Main St. and Highway 67, and improvements to the underlying subsurface utility improvements. Following receipt of bonding and other documentation from the Contractor, City Staff issued the Notice to Proceed to the Contractor in March 2021.

On September 7, 2021, the City Council authorized an appropriation of \$658,196.22 for a project contingency equaling ten percent of the original IFB 21-0002 contract price. The contingency was for the previously executed change orders (three by 9/7/2021) and all subsequent change orders. Since the contingency authorization date, an additional four change orders have been awarded, as outlined in the chart below.

Change Order	Authorization Date	Cost	Purpose
1	05/2021	\$11,068.17	Lower the water main at Bob Lee Blvd to deconflict a utility line
2	07/2021	\$2,921.85	Add striping at the intersection of South Main St. and Shady Trail Dr. to improve access to the Service Center due to reduced access to Bob Lee Blvd.

3	09/2021	\$8,587.50	Install water-filled traffic barriers along the south curb at the 42-inch storm outfall to improve driver safety along Daniieldale Rd.
4	09/2021	\$0.00	Gate valve and vault revisions
5	10/2021	\$87,652.85	Deconflict a sanitary sewer pipeline
6	10/2022	\$339,919.98	Relocate 520 linear feet of 16-inch DWU water main
7	04/2023	\$18,440.08	Include handrail installation inadvertently omitted from the original design plans and reset a 6' chain link fence adjacent to Daniieldale Road. This change order also descoped the aluminum lettering installation for the Daniieldale monument as the revised monument design no longer required aluminum lettering.
	Total	\$468,590.43	
	Remaining Contingency	\$189,605.79	

POLICY EXPLANATION:

Staff requests authorization to execute change orders eight through twelve, as described in the chart below, using project contingency funds, for a total expenditure amount of \$103,775.04. Future change orders that exceed \$50,000.00 will be brought to City Council for consideration; however, smaller change orders will be negotiated and executed by the City Manager. Any unused contingency funds will return to the Utility CIP or Street Bond Fund.

Change Order	Cost	Purpose
8	\$10,505.81	2" water service relocation installed by directional bore due to fiber optic obstruction
9	\$22,141.28	Furnish and install ped push button poles to ADA requirements
10	\$3,850.00	Temporary node controllers for irrigation system
11	\$44,316.55	Modify air relief valves to comply with the Texas Admin Code
12	\$22,961.40	Pedestrian handrail for ADA compliance due to grade separation

FUNDING SOURCE:**ORG and Object Number**

17100000-708102 (Utility CIP Water Projects/Construction)

Available Budget

\$4,562,645.00

Purchase Amount

\$103,775.04

After Encumber

\$4,458,869.96

ACTION ALTERNATIVES:

1. Authorize change orders eight through twelve for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project, using project contingency funds, for a total expenditure amount of \$103,775.04.
2. Do not authorize change orders eight through twelve for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project, using project contingency funds, for a total expenditure amount of \$103,775.04.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-119 - Danieldale Road Street Reconstruction and Subsurface Utility Improvements Change Orders Authorization](#)

RESOLUTION NO. 2023-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING CHANGE ORDERS EIGHT THROUGH TWELVE FOR IFB 21-002 DANIELDALE ROAD STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS PROJECT, USING PROJECT CONTINGENCY FUNDS, FOR A TOTAL EXPENDITURE AMOUNT OF \$103,775.04; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, authorized award of bid IFB 21-0002 to Pavecon Public Works, LP for the Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project on December 15, 2020 at contract price of \$6,581,962.21, and

WHEREAS, the City Council of the City of Duncanville, Texas, authorized an appropriation of \$658,196.22 for a project contingency equaling ten percent of the original contract price of IFB 21-0002 for the Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project on September 7, 2021; and

WHEREAS, change orders eight through twelve are crucial to the successful completion of the construction project; and

WHEREAS, \$189,605.79 in previously authorized contingency funds are available for use; and

WHEREAS, The City Council of the City of Duncanville, Texas, desires to authorize change orders eight through twelve for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project, using project contingency funds, for a total expenditure amount of \$103,775.04.

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 authorizes change orders eight through twelve for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project, using project contingency funds, for a total expenditure amount of \$103,775.04.

SECTION 2. The City Council of the City of Duncanville, Texas, authorizes the Interim City Manager or designee to execute the appropriate and necessary documents to conform to this Resolution as appropriate.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution authorizing execution of change order one for RFB 23-0003, Swan Ridge Drive Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement, in an expenditure amount of \$51,260.00, authorizing an appropriation of \$78,571.00 in additional funding to establish a project contingency for the execution of future change orders, equaling a combined amount of \$129,831.00, for a total contract amount not to exceed \$2,726,451.00; authorizing the Interim City Manager to execute and negotiate any future contract change orders not exceeding \$50,000.00.

Vision Statement

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

Pillar:

- **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, Interim Director of Public Works

BACKGROUND/HISTORY:

Swan Ridge Drive, from Cedar Hill Road to Birdwood Drive, had deteriorated beyond repair and needed total reconstruction in conjunction with replacing existing subsurface utilities underlying the street. It was determined the waterlines underlying Beaver Creek Drive and Shady Tree Place had deteriorated and required replacement.

Burgess & Niple prepared design plans and construction specifications for pavement reconstruction and subsurface utilities (water, wastewater, and drainage) improvements along Swan Ridge Drive, from Cedar Hill Road to Birdwood Drive, and for the replacement of an 8" water main along Beaver Creek Drive (Shady Tree Place to Green Tree Lane) and Shady Tree Place in its entirety.

The City advertised the project for bids. On May 16, 2023, the Duncanville City Council awarded the Swan Ridge construction project, RFB 23-0003, to SYB Construction Co., Inc. in the amount of \$2,596,620.00 to make the necessary construction improvements to these areas. Following receipt of bonding and other documentation from the contractor, City staff issued the Notice to Proceed to the Contractor in July 2023. Since the commencement of construction, additional construction needs have arisen, requiring a modification to the contract price. Staff requests authorization to execute change order one (outlined below). This change order will add a 4-foot diameter wastewater manhole and

deduct a 5-foot diameter wastewater manhole. Additionally, the change order will provide for the removal of an unpermitted connection to the 21" reinforced concrete pipe storm sewer. The change order will also allow for removing 62 linear feet of the previously installed 18" reinforced concrete pipe and upgrading it to a 24" reinforced concrete pipe to improve drainage. Lastly, under this change order, 120 linear feet of 12" wastewater pipeline, previously pipeburst, will be replaced by open-cut. Additionally, staff requests authorization to appropriate \$78,571.00 for a project contingency to execute change orders as necessary. \$129,831.00 (\$51,260.00 for change order one plus \$78,571.00 to be used as a project contingency) is available in the Utility CIP Fund. Funds appropriated for the project contingency will be used to execute a change order if necessary.

ITEM/DESCRIPTION OF CHANGES	QTY	UNIT PRICE	\$ DECREASE	\$ INCREASE
5-Foot Dia. Wastewater Manhole	-1	\$15,500.00	\$15,500.00	
4-Foot Dia. Wastewater Manhole	1	\$13,500.00		\$13,500.00
Cutout Internal PVC Connection	1	\$2,000.00		\$2,000.00
Install 12-inch D-2241/SDR-26/PVC Wastewater	120	\$290.00		\$34,800.00
4-inch D-2241/SDR-26/PVC Wastewater Service Lateral with Double Cleanout	1	\$2,200.00		\$2,200.00
24" CL III RCP Storm Pipe (Furnish and Install)	62	\$230.00		\$14,260.00
Net Increase			\$51,260.00	

The request to add the project contingency and provide for the Interim City Manager's authority to negotiate and approve change orders of up to \$50,000.00 each is anticipated to reduce project delays when unexpected conditions are discovered and require an official change order.

POLICY EXPLANATION:

The Texas Local Government Code establishes municipal procurement rules regarding original contract price increases. Paragraphs C and D of Section 252.048 state the following:

c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

Appropriating a contingency provides a buffer to not exceed 25 percent of the original contract price. The contingency will not be added to the contract but set aside to fund change orders as necessary. Change orders that exceed \$50,000.00 will be brought to the City Council for consideration; however, smaller change orders will be negotiated and approved by the City Manager or designee.

Any unused contingency monies will return to the Utility CIP Fund.

FUNDING SOURCE:

ORG and Object Number

17100000-708102 (Utility CIP Water Projects/Construction)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$4,458,869.96	\$129,831.00	\$4,329,038.96

ACTION ALTERNATIVES:

1. Authorize execution of change order one for RFB 23-0003, Swan Ridge Drive Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement, in an expenditure amount of \$51,260.00, authorize an appropriation of \$78,571.00 in additional funding to establish a project contingency for the execution of future change orders, equaling a combined amount of \$129,831.00, for a total contract amount not to exceed \$2,726.451.00; authorizing the Interim City Manager to execute and negotiate any future contract change orders not exceeding \$50,000.00.
2. Do not authorize execution of change order one for RFB 23-0003, Swan Ridge Drive Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement, in an expenditure amount of \$51,260.00, do not authorize an appropriation of \$78,571.00 in additional funding to establish a project contingency for the execution of future change orders, equaling a combined amount of \$129,831.00, for a total contract amount not to exceed \$2,726.451.00; do not authorize the Interim City Manager to execute and negotiate any future contract change orders not exceeding \$50,000.00.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-078 - RFB 23-0003 Project Contingency with Exhibit](#)

RESOLUTION NO. 2023-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING EXECUTION OF CHANGE ORDER ONE FOR RFB 23-0003, SWAN RIDGE DRIVE RECONSTRUCTION AND BEAVER CREEK AND SHADY TREE PLACE WATERLINE REPLACEMENT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, IN AN EXPENDITURE AMOUNT OF \$51,260.00, AUTHORIZING AN APPROPRIATION OF \$78,571.00 IN ADDITIONAL FUNDING TO ESTABLISH A PROJECT CONTINGENCY FOR THE EXECUTION OF FUTURE CHANGE ORDERS, EQUALING A COMBINED AMOUNT OF \$129,831.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,726,451.00; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AND NEGOTIATE ANY FUTURE CONTRACT CHANGE ORDERS NOT EXCEEDING \$50,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville authorized the award of bid RFB 23-0003 to SYB Construction Co., Inc., for street and utility infrastructure improvements on May 16, 2023, at a contract price of \$2,596,620.00; and

WHEREAS, change orders increasing the total contract price or valued at \$50,000.00 or greater require City Council approval; and

WHEREAS, a project contingency authorizes the City Manager or designee to execute change orders valued at less than \$50,000.00; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize execution of change order one for RFB 23-0003, Swan Ridge Drive Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement, attached hereto and incorporated herein as Exhibit A, in an expenditure amount of \$51,260.00, authorize an appropriation of \$78,571.00 in additional funding to establish a project contingency for the execution of future change orders, equaling a combined amount of \$129,831.00, for a total contract amount not to exceed \$2,726.451.00; authorizing the Interim City Manager to execute and negotiate any future contract change orders not exceeding \$50,000.00.

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 authorizes execution of change order one for RFB 23-0003, Swan Ridge Drive Reconstruction and Beaver Creek and Shady Tree Place Waterline Replacement, attached hereto and incorporated herein as Exhibit A, in an expenditure amount of

\$51,260.00, authorizes an appropriation of \$78,571.00 in additional funding to establish a project contingency for the execution of future change orders, equaling a combined amount of \$129,831.00, for a total contract amount not to exceed \$2,726.451.00; authorizing the Interim City Manager to execute and negotiate any future contract change orders not exceeding \$50,000.00.

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 to conform to this Resolution as appropriate.

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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

CITY OF DUNCANVILLE
CHANGE ORDER REQUEST FORM



Bid/RFP No:	RFB 23-0003	Date:	October 6, 2023
Project	Swan Ridge Dr. Reconstruction & Beaver Creek & Shady Tree Place Waterline Replacement	City Project Manager:	Alan Brown
Contractor:	SYB Construction Co, Inc.	Engineer:	Burgess & Niple
Account #s:	17100000-708102, 15050000-708102, and 20100000-708102	CIP #:	RFB 23-0003
Munis		Change Order #:	1
Contract #:	3230182	Purchase Order #:	2300480
Change Order Initiated by:	Colton Trout, Project Manager, SYB Construction Co, Inc.		

ITEM No.	ITEM & DESCRIPTION OF CHANGES	UNIT	QTY (+/-)	UNIT COST	EXTENDED (\$)	
					DECREASE	INCREASE
72	5-foot Dia. Wastewater Manhole (0-1 O' Depth)	EA	-1	\$ 15,500.00	\$ (15,500.00)	
	4-foot Dia. Wastewater Manhole (0-1 O' Depth)	EA	1	\$ 13,500.00		\$ 13,500.00
	Cut out internal PVC connection of 21"RCP	LS	1	\$ 2,000.00		\$ 2,000.00
68	Install 12-inch D-2241/SDR-26/PVC Wastewater by Open Cut	LF	120	\$ 290.00		\$ 34,800.00
70	4-inch D-2241/SDR-26/PVC Wastewater Service Later with Double Cleanout	EA	1	\$ 2,200.00		\$ 2,200.00
27	24" CL III RCP Storm Pipe (Furnish and Install)	LF	62	\$ 230.00		\$ 14,260.00

SUMMARY OF BUDGET & CONTRACT VALUE IS CHANGED AS FOLLOWS

Original Contract Price:	\$ 2,596,620.00
Contract Price prior to this change order:	\$ 2,596,620.00
Net Increase/Decrease resulting from this change order:	\$ 51,260.00
Contract Price after this change order:	\$ 2,647,880.00

JUSTIFICATION	SIGNATURE	DATE
Approved, Contractor	_____	_____
Recommended, Contract/Project Manager:	_____	_____
Approved, Director of Public Works	_____	_____
Approved, Chief Procurement Officer:	_____	_____
Approved, Managing Director of Fiscal Services:	_____	_____
Approved, City Manager	_____	_____



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution authorizing a Regulatory Services Agreement with the Trinity River Authority of Texas for lab analysis of water and wastewater analysis, industrial inspection, and sampling services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$180,000.00 subject to approval by City Council and authorized funding.

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, Interim Director of Public Works

Matt Bryant, Utilities Superintendent

David Dunn, Assistant Utilities Superintendent

BACKGROUND/HISTORY:

Trinity River Authority ("TRA") provides wastewater treatment services to the City of Duncanville. In addition, TRA owns and operates a Regulatory Services and Compliance Laboratory certified by the Texas Commission on Environmental Quality ("TCEQ") to analyze environmental samples under National Environmental Laboratory Accreditation Conference ("NELAC") standards.

The City of Duncanville has enlisted the services of the Trinity River Authority for water and wastewater analysis through the Regulatory Services Agreement for many years. These services are critical to maintaining drinking water quality. These services have been essential to the City's operations as a registered water system and help us to ensure all Texas Commission on Environmental Quality, Environmental Protection Agency, and Federal Clean Water Act regulations are met. TRA's laboratory also assists our Utilities Division in monitoring effluent (discharged wastewater) from our industrial users, which helps us maintain the integrity of the wastewater system.

POLICY EXPLANATION:

Under this agreement, TRA will provide water/wastewater analysis, industrial inspection, and sampling services. TRA will perform all analyses according to the approved procedures outlined in

the current edition of "Standard Methods for the Examination of Water and Wastewater" or the latest edition of the Environmental Protection Agency's ("EPA") Manual "Methods for Chemical Analysis of Water and Wastes." Additionally, requirements set by the National Environmental Laboratory Accreditation Conference ("NELAC") shall be followed as mandated by the TCEQ for state accreditation.

The City Council is requested to approve \$36,000.00 for the remainder of FY24 and, subject to future appropriations, an estimated \$144,000.00 spread over the remaining fiscal years, for a total of \$180,000.00, as outlined below. This authorization would cover TRA's laboratory services under the Regulatory Services Agreement through September 2028.

FY24: \$36,000.00
FY25: \$36,000.00
FY26: \$36,000.00
FY27: \$36,000.00
FY28: \$36,000.00

FUNDING SOURCE:

ORG and Object Number

02312000-708103 (Water & Sewer Services/Professional Fees)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$36,000.00	\$36,000.00	\$0.00

ACTION ALTERNATIVES:

1. Approve a Regulatory Services Agreement with the Trinity River Authority of Texas for lab analysis of water and wastewater samples, industrial inspection, and sampling services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$180,000.00, subject to approval by City Council and authorized funding.
2. Do not approve a Regulatory Services Agreement with Trinity River Authority of Texas for lab analysis of water and wastewater samples, industrial inspection, and sampling services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$180,000.00, subject to approval by City Council and authorized funding.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-114 - Trinity River Authority of Texas Regulatory Services Agreement with Exhibit](#)

RESOLUTION NO. 2023-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A REGULATORY SERVICES AGREEMENT WITH THE TRINITY RIVER AUTHORITY OF TEXAS FOR LAB ANALYSIS OF WATER AND WASTEWATER SAMPLES, INDUSTRIAL INSPECTION, AND SAMPLING SERVICES FOR A ONE-YEAR TERM, EFFECTIVE OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, WITH THE OPTION TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR TERMS IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED \$180,000.00 SUBJECT TO APPROVAL BY CITY COUNCIL AND AUTHORIZED FUNDING; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Trinity River Authority owns and operates a Regulatory Services and Compliance Laboratory certified by the Texas Commission on Environmental Quality to analyze environmental samples under National Environmental Laboratory Accreditation Conference standards; and

WHEREAS, water and wastewater testing are critical to the maintenance of public health and such testing is therefore, a governmental function and service; and

WHEREAS, The City Council of the City of Duncanville, Texas, desires to authorize a Regulatory Services Agreement with the Trinity River Authority of Texas for lab analysis of water and wastewater samples, industrial inspection, and sampling services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$180,000.00.

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 authorizes a Regulatory Services Agreement with the Trinity River Authority of Texas for lab analysis of water and wastewater samples, industrial inspection, and sampling services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$180,000.00 subject to approval by City Council and authorized funding.

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

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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

TRINITY RIVER AUTHORITY OF TEXAS REGULATORY SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Regulatory Services Agreement (Agreement) is made and entered into as of _____, by and between the Trinity River Authority of Texas, with its principal office at 5300 South Collins Street, Arlington, Tarrant County, Texas 76018 (Authority) and The City of Duncanville, with its principal office at 203 E. Wheatland Rd., Duncanville, TX (Customer); singularly and collectively referred to as "Party" and "Parties," respectively.

WITNESSETH:

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791; and

WHEREAS, the Authority owns and operates a Regulatory Services and Compliance Laboratory certified by the Texas Commission on Environmental Quality to analyze environmental samples under National Environmental Laboratory Accreditation Conference standards (NELAC); and

WHEREAS, water and wastewater testing are critical to the maintenance of public health and such testing is therefore, a governmental function and service; and

WHEREAS, the governing bodies of the Authority and Customer believe that this Agreement is necessary for the benefit of the public and that each Party has the legal authority to provide governmental function as described in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the agreements and covenants contained herein, the Authority and Customer agree as follows:

ARTICLE I

SERVICES TO BE PERFORMED

To discharge the responsibilities associated with the enforcement of federal, state and municipal regulations, Customer requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and sampling services as described below.

A. NON-SIGNIFICANT INDUSTRIAL USER INSPECTION AND CLASSIFICATION SERVICES

Customer employs the Authority and the Authority agrees to perform industrial user survey services and inspections for non-significant industrial users within the parameters listed

on the schedule sheet, attached hereto as Attachment A, and in accordance with the Customer's industrial waste and sewer ordinances.

The Authority shall perform all industrial user survey activities including organization of users to be surveyed utilizing the Texas Manufacturing Guide, notification to industrial users that require completion of the Customer's Industrial User Survey Form, necessary industrial user inspections, and proper classification and documentation of industrial users' discharge practices. Authority will provide, on behalf of Customer, updates to the Texas Commission on Environmental Quality (TCEQ) when required. Industrial user survey procedures are established by the Authority to meet industrial discharge notification requirements found in the Texas Pollutant Discharge Elimination System Permits issued to the Authority and in accordance with 40 CFR § 403.8. Documentation associated with the industrial user survey shall be maintained as required by the Environmental Protection Agency's (EPA) general pretreatment regulations, 40 CFR § 403.12.

B. SIGNIFICANT INDUSTRIAL USER PERMIT AND INSPECTION SERVICES

Customer employs the Authority and the Authority agrees to perform permitting and industrial inspection services for significant industrial users within the parameters listed on Attachment A.

The Authority shall perform all industrial pretreatment inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with the procedures established by the Authority in accordance with 40 CFR § 403.8. Industrial pretreatment inspections, application review and permit preparation and submittals shall comply with the Customer's industrial waste and sewer ordinances and the EPA's general pretreatment regulations for existing and new Sources. Records of inspections, applications and permits shall be maintained as required by the EPA under 40 CFR § 403.12.

C. INDUSTRIAL USER SAMPLING SERVICES

Customer employs the Authority and the Authority agrees to perform industrial user sampling services within the parameters listed on Attachment A and in accordance with the Customer's industrial waste and sewer ordinances.

The Authority shall perform all sample collection and preservation, and maintain chain-of-custody records in accordance with the approved procedures set forth in EPA Manual SW-846, EPA Manual EPA-600/4-79-020, and EPA Manual EPA-600/4-82-029. Samples shall be properly collected, preserved and delivered by the Authority to the Authority's laboratory located at 6500 West Singleton Boulevard, Dallas, Texas 75212. When feasible, the Authority will conduct flow or time composite sampling. When composite sampling is not feasible, grab sampling will be performed.

D. ANALYTICAL SERVICES

Customer employs the Authority and the Authority agrees to perform analytical services within the parameters listed on Attachment A.

Customer shall collect and deliver samples to the Authority's laboratory for analysis. Samples shall be properly collected and preserved in accordance with applicable sections of the Federal Water Pollution Control Administration's "*A Practical Guide to Water Quality Studies of*

Streams", EPA manual "*Methods for Chemical Analysis for Water and Wastes*" and the latest edition of "*Standard Methods for the Examination of Water and Wastewater*". Additionally, requirements set by NELAC shall be followed as mandated by the TCEQ for state accreditation. A chain-of-custody procedure shall be maintained in both the field and laboratory in accordance with procedures established by the Customer. Customer shall furnish all applicable chains-of-custody to the Authority.

The Authority will perform all analyses according to the approved procedures set forth in the current edition of "*Standard Methods for the Examination of Water and Wastewater*" or the latest edition of the EPA Manual's "*Methods for Chemical Analysis of Water and Wastes*". Additionally, requirements set by NELAC shall be followed as mandated by the TCEQ for state accreditation. Samples shall be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept of the Authority's quality assurance program and made available to Customer upon request. Unusual interferences and problems shall be reported to Customer at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken by mutual agreement when practical. The chain-of-custody sheet submitted with each sample shall designate the particular analysis or analyses to be made of each submitted sample. The Authority shall operate the laboratory in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in procedures should such be discovered.

Laboratory personnel shall be directed, upon 72 hours advanced written notice from the Customer, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by Customer. Travel and per diem expenses for court appearances hereunder shall be in accordance with Texas law.

Customer may deliver to the Authority samples for analyses separate and apart from those samples collected by the Authority. When Customer delivers samples to the Authority for analyses, Customer shall indicate the nature and extent of the analysis it desires to be conducted. Authority shall not be responsible for the manner of collection or chain-of-custody in matters entirely outside Authority's control. Authority shall receive, log and perform such sample analyses in accordance with the chain-of-custody procedures identified under "Transfer of Custody and Storage" in Attachment B, attached hereto.

Samples analyzed to maintain the Authority's laboratory normal quality assurance program will be charged to Customer at the same rate as submitted samples.

ARTICLE II

CALCULATION OF REIMBURSABLE COSTS

The basis for calculating reimbursable costs shall be as stated in the Regulatory Services Fee Schedule, attached hereto as Attachment A, which may be revised and updated annually by the Authority. Any revisions shall be incorporated by reference herein. A cost analysis shall be prepared and approved each year by the Authority prior to the effective date of said revision. Expenditures by the Authority of funds paid to it under this Agreement shall be subject to required state and federal audit procedures and state and federal auditor accepted practices. The Authority shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. Financial records must include all applicable documents substantiating cost that support the entries in the account records. The

Authority must keep these records readily available for examination for a period of three years after the close of the last expenditure.

ARTICLE III

COMPENSATION

The total amount charged by the Authority to Customer shall not exceed \$36,000.00 per annum during the Agreement Term, unless mutually agreed to by the Parties.

ARTICLE IV

PAYMENT FOR SERVICES

The Authority shall bill Customer monthly for services performed. Charges for these services shall be based on the Regulatory Services Fee Schedule, attached hereto as Attachment A. Customer shall pay monthly invoices within 30 days of receipt.

ARTICLE V

ENTIRE AGREEMENT

This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE VI

TERMINATION

Either Party may terminate this Agreement by giving the other Party 30 days' written notice to their authorized address as noted above. Upon delivery of such notice by either Party to the other and before expiration of the 30-day period, the Authority will proceed to cancel all existing orders, contracts and obligations chargeable to this Agreement. After notice of termination is given, the Authority shall furnish Customer an invoice for all work performed under this Agreement. Customer shall pay the Authority for all work performed less any prior payments. Copies of all completed or partially completed reports, documents and studies prepared under this Agreement shall be delivered by the Authority to Customer in the event this Agreement is terminated prior to completion of the prescribed work.

ARTICLE VII

AGREEMENT TERM

This Agreement shall become effective on October 1, 2023 and terminate on September 30, 2024.

IN WITNESS WHEREOF, the Parties acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts,

each of which is deemed to be an original, as of the date first written above.

(Customer)

TRINITY RIVER AUTHORITY OF TEXAS
(Authority)

NAME:
Title:

J. KEVIN WARD, General Manager

ATTEST:

ATTEST:

NAME:

HOWARD S. SLOBODIN, Secretary
Board of Directors

(SEAL)

(SEAL)

APPROVED AS TO FORM AND
LEGALITY:

APPROVED AS TO FORM AND
LEGALITY:

NAME:
Title:

HOWARD S. SLOBODIN
General Counsel



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution awarding RFP 23-0023 Municipal Annex Building Roof Replacement to Alto Vista Roofing to replace the roof at the municipal annex building located at 103 East Wheatland Road through the City's competitive bid process in a total estimated expenditure amount of \$150,000.00.

Vision Statement:

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

Pillar:

- **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, Interim Director of Public Works
Dennis Souter, Building Maintenance Superintendent

BACKGROUND/HISTORY:

City personnel occupied the building at 103 East Wheatland Road in January 2022. The building had not been fully occupied for several years. The staff's assessment of the facility determined that the roof, installed in 1980, had reached the end of its useful life and needed replacement.

POLICY EXPLANATION:

The City publicly advertised RFP 23-0023 in the Focus Daily News on June 28, 2023, and July 5, 2023. The proposal request was also publicized through the notification system for PublicPurchase.com. Three proposals were received in response to the request for proposals.

Alto Vista Roofing was the lowest responsible and responsive offeror, as shown in Exhibit A. Staff has reviewed the proposal, qualifications, and references and recommends the award of RFP 23-0023 to Alto Vista Roofing. This project was bid in compliance with Texas municipal purchasing statutes.

FUNDING SOURCE:

ORG and Object Number

75800001-700884-ARPA2 (ARPA Funds/Other Equipment/Vehicles and Other Equipment)

Available Budget

\$956,907.00

Purchase Amount

\$150,000.00

After Encumber

\$806,907.00

ACTION ALTERNATIVES:

1. Award RFP 23-0023 Municipal Annex Building Roof Replacement to Alto Vista Roofing to replace the roof at the municipal building located at 103 East Wheatland Road through the City's competitive bid process in a total estimated expenditure amount of \$150,000.00
2. Do not award RFP 23-0023 Municipal Annex Building Roof Replacement to Alto Vista Roofing to replace the roof at the municipal building located at 103 East Wheatland Road through the City's competitive bid process in a total estimated expenditure amount of \$150,000.00
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-112 - Municipal Annex Building Roof Replacement Bid Award with Exhibit](#)

RESOLUTION NO. 2023-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED RFP 23-0023 MUNICIPAL ANNEX BUILDING ROOF REPLACEMENT TO ALTO VISTA ROOFING TO REPLACE THE ROOF AT THE MUNICIPAL ANNEX BUILDING LOCATED AT 103 EAST WHEATLAND ROAD THROUGH THE CITY'S COMPETITIVE BID PROCESS IN A TOTAL ESTIMATED EXPENDITURE AMOUNT OF \$150,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, directed staff to utilize American Rescue Plan Act (ARPA) funding for facility improvements; and

WHEREAS, it is necessary to replace the aging roof at the municipal annex building located at 103 East Wheatland Road; and

WHEREAS, the City of Duncanville has obtained competitive sealed proposals for roof replacement per RFP 23-0023 and recommends the award of the proposal to the lowest responsible proposer meeting specifications in the proposal: and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award the proposal to Alto Vista Roofing in a total estimated expenditure amount of \$150,000.00

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 RFP 23-0023 to Alto Vista Roofing to replace the roof at the municipal annex building located at 103 East Wheatland Road in a total estimated expenditure amount of \$150,000.00.

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 documents and/or purchase orders to conform to this Resolution as appropriate.

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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

RFP 23-0023 Municipal Annex Building Roof Replacement							
1. Cost		Progressive Roofing Duncanville, TX	Points	Alto Vista Roofing Desoto, TX	Points	LPGC Group LLC dba Streamline Roofing Willow Park, TX	Points
	Sub Total:	\$179,871.00		\$150,000.00		\$192,400.00	
	Add for Roof Hatch						
	Add for Tapered System						
	GRAND TOTAL:	\$179,871.00		\$150,000.00		\$192,400.00	
	35 Points Maximum		29.19		35.00		27.29
2. Warranty	Minimum of 20 years						
	20 Points Maximum		20.00		20.00		20.00
3. Delivery Schedule	Guaranteed delivery not more than 30 days						
	10 Points Maximum		10.00		10.00		10.00
4. References	3 References						
	21 Points Maximum				21.00		
5. Experience	Minimum of 5 years						
	14 Points Maximum		14.00		14.00		14.00
	Total Points 100 Maximum	2	73.19	1	100.00	3	71.29



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution authorizing a Professional Services Agreement with Steven C. Miller, P.E., for engineering consultant services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew for up to four additional one-year terms in an estimated contract amount not to exceed \$165,000.00; and authorizing the Interim City Manager to negotiate and execute the Professional Services Agreement after approval as to form by the City Attorney.

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, Interim Director of Public Works

BACKGROUND/HISTORY:

Steven C. Miller, P.E., is a consultant for the Engineering Division of the Public Works Department. He performs engineering services at the direction of the Interim Director of Public Works as needed. Services can vary but primarily include reviewing public and private civil plans for compliance with city, state, and federal requirements. Additionally, he supports the development process by working with staff, developers, and others on proposed development projects within Duncanville.

Mr. Miller is thoroughly familiar with the City of Duncanville. He worked in Duncanville's Public Works Department for decades as the Assistant Director and later Director of Public Works before retiring in 2014. The Department is charged a rate of \$120.00 per hour for Mr. Miller's consulting services.

The City has contracted with Mr. Miller for engineering services since February 26, 2019. Mr. Miller's services are essential as the Engineering Division is currently severely short-staffed, with three vacancies in critical positions (Director of Public Works, Engineering Manager, and Engineer-In-Training). Due to the vacancies, Mr. Miller's services are required. As these positions are filled, less of Mr. Miller's services will be required.

POLICY EXPLANATION:

The City Council is requested to approve approximately \$45,000.00 for the remainder of FY24 and, subject to future appropriations, an estimated \$120,000.00 spread over the remaining fiscal years, for a total of \$165,000.00, as outlined below. This authorization would cover Steve Miller's engineering consulting services through September 2028.

FY24: \$45,000.00
 FY25: \$30,000.00
 FY26: \$30,000.00
 FY27: \$30,000.00
 FY28: \$30,000.00

FUNDING SOURCE:

ORG and Object Number

02311000-708103 (Utilities Administration/Professional Fees)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$45,000.00	\$45,000.00	\$0.00

ACTION ALTERNATIVES:

1. Authorize a Professional Services Agreement with Steven C. Miller, P.E., for engineering consultant services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$165,000.00, subject to appropriation and authorizing the Interim City Manager to negotiate and execute the Professional Services Agreement after approval as to form by the City Attorney.
2. Do not authorize a Professional Services Agreement with Steven C. Miller, P.E., for engineering consultant services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$165,000.00, subject to appropriation and do not authorize the Interim City Manager to negotiate and execute the Professional Services Agreement after approval as to form by the City Attorney.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-088 - Professional Engineering Services Consultant Contract](#)

RESOLUTION NO. 2023-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STEVEN C. MILLER, P.E., FOR ENGINEERING CONSULTING SERVICES ON AN AS-NEEDED BASIS FOR A ONE-YEAR TERM, EFFECTIVE OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS; IN AN ESTIMATED TOTAL CONTRACT AMOUNT NOT TO EXCEED \$165,000.00; AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE THE PROFESSIONAL SERVICES AGREEMENT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, entered into Contract 19-0021 with Steven C. Miller, P.E., on February 26, 2019, for engineering services; and

WHEREAS, it is necessary to provide essential engineering services including plan review to assist the Public Works Engineering Division; and

WHEREAS, Steven C. Miller provides said engineering consulting services and the City of Duncanville, Texas, desires to continue using Steven C. Miller, P.E., as an engineering consultant.; and

WHEREAS, The City Council of the City of Duncanville, Texas, desires to authorize a Professional Services Agreement with Steven C. Miller, P.E., for engineering consultant services for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed \$165,000.00; and authorizing the Interim City Manager to negotiate and execute the Professional Services Agreement after approval as to form by the City Attorney.

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 authorizes a Professional Services Agreement with Steven C. Miller, P.E., for engineering consultant services on as a needed basis on an as-needed basis for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to four additional one-year terms in an estimated total contract amount not to exceed \$165,000.00; and authorizing the Interim City Manager to negotiate and execute the Professional Services Agreement after approval as to form by the City Attorney.

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, documents, and/or purchase orders to conform to this Resolution as appropriate.

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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution awarding bid RFB 23-0022 Summit Pump Station Generator and authorizing a contract with Texan Municipal and Industrial to furnish and install a standby generator for the Summit Water Pump Station through the City's competitive bid process in a total estimated expenditure amount of \$579,469.00.

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, Interim Director of Public Works
Matt Bryant, Utilities Superintendent

BACKGROUND/HISTORY:

The Summit Pump Station pumps 28% of the City's water supply and is critical for the City's water supply operations. If power is lost for any length of time, the City's ability to provide water for drinking water and firefighting purposes to its residential, commercial, industry, schools, public facilities, and business customers could be impacted.

Emergency power backup capabilities do not currently exist at this facility. However, the Texas Commission on Environmental Quality (TCEQ) regulations require either mechanical power or electric generators to enable water systems to provide water under pressure to the distribution system in the event of local power failures. The City of Duncanville requires an emergency generator at the Summit Water Pump Station to ensure a permanent, non-interruptible power source is available during power interruptions.

On March 3, 2020, the City resubmitted, after initially being unsuccessful in obtaining grant funds, the Summit Pump Station project under the Texas Division of Emergency Management Hazard Mitigation Grant Program. On December 6, 2022, the Texas Division of Emergency Management awarded the City a grant in the amount of \$199,120.00 for the Summit Pump Station Generator Project. The grant requires a 25% match by the City, which equals \$49,780.00. The grant agency will reimburse the City a total amount of \$149,340.00 for the Summit Pump generator.

On May 18, 2021, City Council approved a Professional Engineering Services Agreement to prepare plans and construction specifications for a standby emergency generator for the Summit Pump Station.

RFB 23-0022 was advertised in the Focus Daily News on July 26, 2023, and August 2, 2023. The bid request was also publicized through the bidding notification system for PublicPurchase.com. The City received two completed bids by the bid closing on September 14, 2023.

Texan Electric and Industrial of Houston, TX, was the lowest responsible and responsive bidder.

POLICY EXPLANATION:

Staff has reviewed the bid and recommends the award of RFB 23-0022 to Texan Electric and Industrial. This project was bid in compliance with Texas municipal purchasing statutes.

FUNDING SOURCE:

ORG and Object Number

17100000-700883-GRGEN (Utility CIP Water Projects/Capital Equipment/Hazard Mitigation Grant)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$632,875.00	\$579,469.00	\$53,406.00

ACTION ALTERNATIVES:

1. Award bid RFB 23-0022 Summit Pump Station Generator and authorize a contract with Texan Municipal and Industrial to furnish and install a standby generator for the Summit Water Pump Station through the City's competitive bid process in a total estimated expenditure amount of \$579,469.00.
2. Do not award RFB 23-0022 Summit Pump Station Generator and do not authorize a contract with Texan Municipal and Industrial to furnish and install a standby generator for the Summit Water Pump Station through the City's competitive bid process in a total estimated expenditure amount of \$579,469.00.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-118 - Summit Pump Station Generator Bid Award with Exhibit](#)

RESOLUTION NO. 2023-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED BID RFB 23-0022 SUMMIT PUMP STATION GENERATOR AND AUTHORIZING A CONTRACT WITH TEXAN MUNICIPAL AND INDUSTRIAL TO FURNISH AND INSTALL A STANDBY GENERATOR FOR THE SUMMIT WATER PUMP STATION THROUGH THE CITY'S COMPETITIVE BID PROCESS IN A TOTAL ESTIMATED EXPENDITURE AMOUNT OF \$579,469.00, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Duncanville Summit Pump Station requires a standby generator to ensure continuous operations in the event of power interruptions; and

WHEREAS, the City of Duncanville has obtained competitive sealed bids for the generator installation per RFB 23-0022 and recommends the award of the proposal to the lowest responsible bidder meeting specifications in the bid; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award RFB 23-0022 and authorize a contract with Texan Municipal and Industrial to furnish and install a standby generator for the Summit Water Pump Station in a total estimated expenditure amount of \$579,46.00.

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 award bid RFB 23-0022; and, authorizes a contract with Texan Electric to furnish and install a standby generator for the Summit Water Pump Station in a total estimated expenditure amount of \$579,46.00.

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 and documents in accordance with the bid 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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

Page 3 of 3

Owner: Project:	City of Duncanville, Dallas County, Texas SUMMIT PUMP STATION GENERATOR RFB 23-0022 September 14, 2023 @ 2:30 PM			Bidders Name & Address Texas Municipal & Industrial 430 S Hwy 6 Ste 150 Houston TX 77079 832-202-3314 713-299-3241		Bidders Name & Address Rey-Mar Construction LLC 2010 E. Lancaster Ave. Fort Worth TX 76103 817-535-3451	
Bid Opens							
	Est.	Unit	Description	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension
Item #	Qty.						
			GENERATOR SITE BASE BID				
1	1	LS	MOBILIZATION AND BONDS	\$ 18,000.00	\$ 18,000.00	\$ 56,000.00	\$ 56,000.00
2	1	EA	INSTALL 500KW GENERATOR WITH STRUCTURAL CONCRETE BASE	\$ 227,000.00	\$ 227,000.00	\$ 95,000.00	\$ 95,000.00
3	1	EA	INSTALL AUTOMATIC TRANSFER SWITCH (ATS) WITH STRUCTURAL BASE	\$ 50,169.00	\$ 50,169.00	\$ 35,000.00	\$ 35,000.00
4	1	LS	SITE PREPARATION	\$ 2,000.00	\$ 2,000.00	\$ 32,000.00	\$ 32,000.00
5	420	SF	4" CONCRETE REINFORCED SIDEWALK, 3000 PSI	\$ 15.00	\$ 6,300.00	\$ 22.00	\$ 9,240.00
6	347	SF	6" CONCRETE REINFORCED DRIVEWAY	\$ 21.00	\$ 7,287.00	\$ 20.00	\$ 6,940.00
7	1	LS	FURNISH AND INSTALL ALL ELECTRICAL, INSTRUMENTATION, AND CONTROLS	\$ 66,000.00	\$ 66,000.00	\$ 615,000.00	\$ 615,000.00
8	1	EA	IRRIGATION SYSTEM	\$ -	\$ -	\$ -	\$ -
9	1	LS	EROSION CONTROL	\$ 2,713.00	\$ 2,713.00	\$ 10,000.00	\$ 10,000.00
10	1	LS	CONSTRUCTION CONTINGENCY	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
			GENERATOR SITE BASE BID TOTAL		\$ 429,469.00		\$ 909,180.00
			GENERATOR SITE ALTERNATE BID				
11	1	EA	FURNISH 500KW GENERATOR	\$ 121,000.00	\$ 121,000.00	\$ 230,000.00	\$ 230,000.00
12	1	EA	FURNISH AUTOMATIC TRANSFER SWITCH (ATS)	\$ 29,000.00	\$ 29,000.00	\$ 30,000.00	\$ 30,000.00
			GENERATOR SITE ALTERNATE BID TOTAL		\$ 150,000.00		\$ 260,000.00
			GENERATOR SITE BASE BID TOTAL		\$ 429,469.00		\$ 909,180.00
			GENERATOR SITE ALTERNATE BID TOTAL		\$ 150,000.00		\$ 260,000.00
			TOTAL BASE BID & ALTERNATE BID		\$ 579,469.00		\$ 1,169,180.00



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution awarding bid RFB 23-0017 Street Mill and Overlay Program to Anderson Asphalt & Concrete Paving, LLC., for mill and overlay street improvements through the City's competitive bid process and authorizing a contract for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to three additional one-year terms in a total estimated expenditure amount not to exceed \$1,600,000.00.

Vision Statement:

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

Pillar:

- **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, Interim Director of Public Works

Kelly McChesney, Street Superintendent

BACKGROUND/HISTORY:

Every year, the Public Works Streets Maintenance Division selects several roads for mill and overlay street improvements as part of the City's annual Street Maintenance Plan. The specific, deteriorated roads to be rehabilitated are chosen based on input from the City's pavement management software, Vueworks, visual on-site evaluation by the Streets Division, and utility replacements and improvements.

Hot mix asphalt mill and overlay is a cost-effective street maintenance strategy to prolong the life of certain public streets in the City of Duncanville. This treatment involves milling the top few inches of the damaged or deteriorated asphalt pavement surface and overlaying the road with fresh asphalt pavement. This creates a new driving surface estimated to last 20 years. This contract provides for the milling and removal of up to four inches of deteriorated asphalt pavement before new asphalt pavement is installed. Removing the old pavement offers a more stable surface for new asphalt resurfacing and enhances drainage of the roadway surface.

RFB 23-0017 was advertised in the Focus Daily News on August 11, 2023, and August 18, 2023. The bid request was also publicized through the bidding notification system for PublicPurchase.com. The City received two completed bids by the bid closing date of September 5, 2023.

Anderson Asphalt & Concrete Paving, LLC., a minority-certified firm in Dallas, Texas, was the lowest responsible and responsive bidder.

The initial one-year contract term will commence on the Effective Date of the Contract, e.g., the date on which the original contract is executed by the City of Duncanville, TX, as stated in the Contractor's awarded contract. The contract will include an option to renew for three additional one-year terms for a total contract term of four years.

Staff reviewed the proposed pricing and the prices offered by the recommended contractor are fair and reasonable.

POLICY EXPLANATION:

The lowest responsible and responsive bid was received from Anderson Asphalt & Concrete Paving, LLC., of Dallas, Texas, as shown in Exhibit A. Staff has reviewed the bid, bidder qualifications, and references and recommends award of RFB 23-0017 to Anderson Asphalt & Concrete Paving, LLC. This project was bid in compliance with Texas municipal purchasing statutes.

City Council is requested to approve a contract amount of \$400,000.00 for the remainder of FY 24 and, subject to future appropriations, \$1,200,000.00 spread over the remaining fiscal years, as estimated below.

FY 24: \$400,000.00
FY 25: \$400,000.00
FY 26: \$400,000.00
FY 27: \$400,000.00

This authorization would provide for the procurement of mill and overlay street improvements through September 2027.

FUNDING SOURCE:

ORG and Object Number

01066200-700450 (Street Maintenance/Contractual Services)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$1,735,650.00	\$400,000.00	\$1,335,650.00

ACTION ALTERNATIVES:

1. Award bid RFB 23-0017 Street Mill and Overlay Program to Anderson Asphalt & Concrete Paving, LLC., for mill and overlay street improvements through the City's competitive bid process and authorizing a contract for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to three additional one-year terms in a total estimated expenditure amount not to exceed \$1,600,000.00.
2. Do not award RFB 23-0017 to Anderson Asphalt & Concrete Paving, LLC., for mill and overlay street improvements through the City's competitive bid process, and do not authorize a contract for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to three additional one-year terms in a total estimated expenditure amount not to exceed \$1,600,000.00.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-091 - Mill and Overlay Program with Exhibit](#)

RESOLUTION NO. 2023-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED BID RFB 23-0017 STREET MILL AND OVERLAY PROGRAM TO ANDERSON ASPHALT & CONCRETE PAVING, LLC., FOR MILL AND OVERLAY STREET IMPROVEMENTS THROUGH THE CITY'S COMPETITIVE BID PROCESS AND AUTHORIZING A CONTRACT FOR A ONE-YEAR TERM, EFFECTIVE OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, WITH THE OPTION TO RENEW UP TO THREE ADDITIONAL ONE-YEAR TERMS IN A TOTAL ESTIMATED EXPENDITURE AMOUNT NOT TO EXCEED \$1,600,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to purchase mill and overlay street improvements as a cost-effective street maintenance strategy to preserve City streets in the City of Duncanville; and

WHEREAS, the City of Duncanville has obtained competitive sealed bids for street mill and overlay improvements per RFB 23-0017 and recommends the award of the bid to the lowest responsible bidder meeting specifications in the amount bid; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award the bid to Anderson Asphalt & Concrete Paving, LLC and authorize a contract for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to three one-year terms in a total estimated expenditure amount not to exceed \$1,600,000.00.

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 award bid RFB 23-0017 to Anderson Asphalt & Concrete Paving, LLC for mill and overlay street improvements for a one-year term, effective October 1, 2023, through September 30, 2024, with the option to renew up to three additional one-year terms in a total estimated expenditure amount not to exceed \$1,600,000.00.

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 to conform to this Resolution as appropriate.

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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

RFP 23-0017						
STREET MILL & OVERLAY PROGRAM						
1. Bid Price		Anderson Asphalt & Concrete Paving, LLC. Dallas, TX		Points	Peachtree Construction, Ltd Keller, TX	
	Mil existing pavement up to 2.5 inches	1 SY	\$23.00		1 SY	\$32.15
	Mil existing pavement up to 4.0 inches	1 SY	\$25.60		1 SY	\$34.80
	GRAND TOTAL:	\$48.60			\$66.95	
	70 Points Maximum			70.00		
	Level up by the Ton	\$260.00				
2. Experience/ Refence	Two (2) references for similar work for a municipality or similar 10 organization preferred					
	10 Points Maximum			10.00		
3. Safety	Proof of Injury Records for last 3 years					
	10 Points Maximum			0.00		
4. Past Relationship	Proof of satisfactory performance with the City of Duncnaville					
	10 Points Maximum			10.00		
	Total Points 100 Maximum	Ranking: 1		90.00	Ranking: 2	
					80.81	



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution adopting revisions to the City of Duncanville's Charity Care Policy as required by the State of Texas Ambulance Supplemental Payment Program.

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

Kevin Bragg, EMS Division Chief

BACKGROUND/HISTORY:

On December 21, 2017, the Texas Health and Human Services Commission (HHSC) received Centers for Medicare and Medicaid Services' (CMS) approval to extend the Texas 1115 waiver program, which authorizes the Ambulance Supplemental Payment Program (ASPP).

On October 1, 2019, the reimbursement methodology was revised to reimburse providers for uncompensated Charity Care costs only and will no longer include the reimbursement of Medicaid shortfall costs.

EMS providers who wish to participate in the ASPP after October 1, 2019 must have a Charity Care policy in place to distinguish the costs that will be included in the program. If the City does not adopt such a policy, we stand to lose the reimbursement funding available through this program.

POLICY EXPLANATION:

The purpose of this revised policy is to set forth guidelines for the City of Duncanville Fire Department to provide Charity Care services to eligible patients. It is the mission of the Duncanville Fire Department to provide EMS to individuals within its operating territory in need of emergency care or transport, regardless of the source of and ability to make payment for such services. The revised policy adds full charity care reduction (100% write-off of ambulance service charges to charity care) to

patients earning less than or equal to 400% of the Federal Poverty Level (FPL), as published annually by the Department of Health and Human Services. This revised policy establishes the industry standard, maximum financial income threshold for Charity Care claims.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve Resolution adopting revisions to the City of Duncanville's Charity Care Policy as required by the State of Texas Ambulance Supplemental Payment Program.
2. Do not approve Resolution adopting revisions to the City of Duncanville's Charity Care Policy as required by the State of Texas Ambulance Supplemental Payment Program.
3. Other actions as directed by Council.

ATTACHMENTS:

[Exhibit A - Duncanville. Policy. Fire Department. Charity care policy - 10112023](#)
[Resolution No. - 2023-121 - Revised Charity Care Policy - Pdf](#)

CITY OF DUNCANVILLE FIRE DEPARTMENT
CHARITY CARE POLICY AND GUIDELINES

I. PURPOSE:

The purpose of this policy is to set forth guidelines for the City of Duncanville Fire Department to provide Charity Care services to eligible patients. It is the mission of the Duncanville Fire Department to provide EMS to individuals within its operating territory in need of emergency care or transport, regardless of the source of and ability to make payment for such services. Charity Care is not available to patients who are able to pay for medical care. Charity Care does not cover residents who are underinsured, have high deductibles or co-payments.

II. CHARITY CARE POLICY:

Duncanville Fire Department may provide free or discounted medical healthcare services without the expectation of reimbursement to patients who are unable to pay for all or part of medical costs due to limited income or financial hardship and who meet the charity care guidelines set forth in Section 2 below ("charity Care"). Charity Care does not include bad debt, payment shortfall(s), insurance allowances, courtesy allowances, or discounts given to patients who do not meet the provider's charity care policy or financial assistance policy.

This policy shall become effective as of October 1, 2022, and Charity Care will only be available as long as the State of Texas provides reimbursement for charity care services through the TASPP/Medicaid 1115 Waiver, or similar means of reimbursement.

Duncanville Fire Department may change the charity care determination criteria under Section 2. II. on a regular basis and will maintain the current criteria.

III. CHARITY CARE POLICY GUIDELINES:

- A. Duncanville Fire Department must determine each patient's ability to pay for the ambulance services provided before classifying the patient as a Charity Care patient. If the patient does not have the ability to pay for the ambulance services in accordance with the guidelines set forth below, Duncanville Fire Department may determine the patient as a Charity Care patient.

To determine a patient's ability to pay, Duncanville Fire Department shall:

- 1) Gather patient information during and/or after the services are provided, as applicable given the patient's condition. Relevant patient information includes, but is not limited to, information regarding patient or family income, employment status, and expenses. This may include written or telephone requests for information with the patient to

obtain information necessary for Duncanville Fire Department to determine the patient's ability to pay for the ambulance services provided. During communication with a patient, Duncanville Fire Department shall include information about its Charity Care services.

- 2) Undertake an insurance discovery process to identify if the patient has third party insurance including Medicaid, Medicare, or other forms of insurance; and,
 - 3) Undertake reasonable efforts through the collections process to verify and/or yield essential information about the ability of the patient to pay for the ambulance services provided.
- B. Duncanville Fire Department may classify the patient as eligible to receive Charity Care if the following occur:
- 1) The current revenue cycle process results in one or more of the following:
 - (a) the patient does not provide evidence of insurability, or Duncanville Fire Department is unable to obtain information from the patient during the requests for information in Section 1. I. within a 60-day period. The lack of a response by the patient may be considered an affirmation that the patient does not have third party insurance and does not have the ability to pay for the ambulance services provided;
 - (b) the insurance discovery process in Section 1. II. determines that the patient does not have a third-party insurance carrier that will pay for the ambulance services provided. The lack of insurance coverage may be considered by Duncanville Fire Department as a determinant that the patient does not have third party insurance and does not have the ability to pay for the ambulance services provided; or,
 - (c) The collections effort in 1. III. results in no payment, or minimal payment, from the patient over a 60-day period. Receiving no payment or minimal payment from the patient may be considered by Duncanville Fire Department as a determinant that the patient does not have third party insurance and does not have the ability to pay for the ambulance services provided; or,
 - 2) Full charity care reduction (100% write-off of ambulance service charges to charity care) shall be granted to patients earning less than or equal to 400% of the Federal Poverty Level (FPL), as published annually by the Department of Health and Human Services. Duncanville Fire Department and/or its contractor(s) shall rely on financial data provided by the patient and may also utilize data from credit bureaus and other sources to determine if the patient is eligible for charity care.

- 3) The service to an insured patient is denied by the insurance provider as not covered; or
 - 4) Duncanville Fire Department is notified that the patient has been granted Charity Care by the sending or receiving hospital; or,
 - 5) Duncanville Fire Department is notified that the patient is deceased and there are no additional remedy options that may be pursued.
- C. Once Duncanville Fire Department determines the patient is eligible to receive Charity Care, Duncanville Fire Department will make no further attempts to collect from the patient.
- D. The ambulance services provided to the Charity Care patient shall be valued at 100% of the net cost of providing those services by Duncanville Fire Department.

RESOLUTION NO. 2023-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ADOPTING A REVISED CHARITY CARE POLICY AS REQUIRED BY THE STATE OF TEXAS AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville Fire Department is part of the Texas Ambulance Supplemental Payment Program (the "Program") in which governmental ambulance service providers may receive a supplemental payment if the provider's allowable costs exceed the fee-for-service revenues received during the same periods; and

WHEREAS, on October 1, 2019, the Program was revised to reimburse providers for uncompensated charity care costs only and will no longer include the reimbursement of uninsured and Medicaid shortfall costs; and

WHEREAS, the City Council finds and determines that the revised Charity Care Policy, attached herein as Exhibit "A", is in the best interests of the City and shall therefore be adopted.

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

SECTION 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. The Charity Care Policy attached hereto as Exhibit "A" is hereby adopted; and the City Manager is hereby authorized to take all such actions to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required for such Policy as shall in the judgment of the City Manager be appropriate in order to put into effect the purposes of this Resolution.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution authorizing the emergency procurement of a Horton Type I Ambulance from Southern Emergency & Rescue Vehicle Sales, LLC located in Comanche, Texas, in the expenditure amount of \$345,706.95.

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

Greg Chase, Assistant Fire Chief

Kevin Bragg, EMS Division Chief

Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:

The Duncanville EMS team utilizes ambulances for emergency medical responses throughout the city and surrounding cities through our mutual aid agreement. Two ambulances were approved by council and ordered in June of 2022. These ambulances are not expected to be delivered until late in the year during 2024.

On August 15, 2023, the City Council was briefed on the need for an immediate purchase of an ambulance.

We became aware last fall that the delivery of the two ambulances ordered from Lonestar Emergency Group in June of 2022 was going to be significantly delayed with an estimated delivery date of Fall 2024. In late spring of 2023, it became evident that our existing fleet was unlikely to be reliable enough to last until the new ambulances were placed in service. At that time, department leadership began inquiring about the possibility of acquiring an ambulance from a different vendor to be used until our ordered ambulances arrived. Multiple conversations with multiple vendors revealed that all ambulances in production were spoken for by other entities. Several vendors were contacted about

possibly 'remounting' one of our existing ambulance modules on a new chassis, but those vendors did not have chassis immediately available. At one point in June, Siddons-Martin contacted EMS Chief Kevin Bragg about an available unit, but the unit was sold before we could seek approval to purchase from council. Following that, council was approached about obtaining approval to purchase a new ambulance using an emergency purchase. A SERVS sales representative contacted EMS Chief Kevin Bragg in August and advised that a customer in Colorado had backed out of a build and that we would have first choice if we wanted it. He said that the unit would begin production on September 12, 2023, with an estimated delivery date of December 2023.

Funding from the Fleet Rotation Fund in the amount of \$349,000.00 is available for the purchase of this vehicle. This unit will be a 2023 Ford 550 4x4 Horton Type I Ambulance. This unit will be used by the Fire Department.

POLICY EXPLANATION:

The Fire Department and City plan for this through the Fleet Rotation Plan, as the Fire Department budgets funds towards the Fleet Rotation Plan each year in order to ensure funding is available when it is time to replace a front-line ambulance.

FUNDING SOURCE:

ORG and Object Number

415-700885 - FLEET EQUIPMENT REPLACEMENT

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$2,937,009.00	\$345,706.95	\$2,591,302.05

ACTION ALTERNATIVES:

1. Approve the purchase of an ambulance with Southern Emergency & Rescue Vehicle Sales, LLC in the expenditure amount of \$345,706.95.
2. Do not approve purchase of an ambulance with Southern Emergency & Rescue Vehicle Sales, LLC in the expenditure amount of \$345,706.95.
3. Other actions as directed by Council.

ATTACHMENTS:

[September 2023 Offer Letter](#)

[Southern Emergency Rescue Vehicle Sales - Sole Source Memo](#)

[Resolution No. - 2023-125 - Emergency procurement of a Horton Type I Ambulance from Southern Emergency & Rescue Vehicle Sales, LLC - Pdf](#)

[Letter of Intent to Purchase Ambulance 2023-09-12](#)



September 7, 2023

Kevin Bragg
EMS Division Chief
City of Duncanville Fire Department
1530 So. Main Street
Duncanville, Texas 75137

Chief Bragg,

Thank you again for allowing us the opportunity to provide this quote for your next ambulance purchase. Below you will find pricing for a new Horton 603 Type I Ambulance Production Number 20556. I had previously sent you the specs and drawings of this unit and how it is laid out.

1 - F550 4x4 Horton Type I Ambulance – \$345,706.95

This price includes:

Airhorns
Zico 02 Lift
Paint chassis and module Pierce Red
110v outlet in cab
2 - 12v pre-wires to front console
Console mounted Havis arm and docking station
2 - USB charging ports on console
Graphics
Danhard 110v HVAC and dedicated Shoreline outlet
Delivery

It does not include any GPC or Fleet discounts if any are available to the City of Duncanville.

If this quote is acceptable, please let me know as soon as possible. This unit is scheduled to start production on 9/12/23 and I will need to make sure that the changes we want are incorporated.

Thank you again for the opportunity to work with Duncanville Fire and for the opportunity to submit this quote.

Sincerely,

David A. Taylor
Territory Manager

David A. Taylor – Territory Manager

281-620-3683

dave.t@servsllc.com

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



Memo

Date	September 27, 2023
To	Mayor and Council
Thru	Robert D. Brown, Jr., City Manager (Interim)
Thru	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer
Thru	Sam Rhode (Chief of Fire)
From	Asa E. Low, III, Equipment Services Superintendent
Subject	Sole Source for Southern Emergency & Rescue Vehicle Sales, LLC

Request:

Approve Southern Emergency & Rescue Vehicle Sales, LLC as the sole source contractor for an emergency purchase of an ambulance.

Justification:

On August 15, 2023, the City Council was briefed on the need for an immediate purchase of an ambulance.

The Duncanville EMS team utilizes ambulances for emergency medical responses throughout the city and surrounding cities through our mutual aid agreement. Two ambulances were approved by council and ordered in June of 2022. These ambulances are not expected to be delivered until late in the year during 2024.

We became aware last fall that the delivery of the two ambulances ordered from Lonestar Emergency Group in June of 2022 was going to be significantly delayed with an estimated delivery date of Fall 2024. In late spring of 2023, it became evident that our existing fleet was unlikely to be reliable enough to last until the new ambulances were placed in service. At that time, department leadership began inquiring about the possibility of

Champions

acquiring an ambulance from a different vendor to be used until our ordered ambulances arrived. Multiple conversations with multiple vendors revealed that all ambulances in production were spoken for by other entities. Several vendors were contacted about possibly 'remounting' one of our existing ambulance modules on a new chassis, but those vendors did not have chassis immediately available. At one point in June, Siddons-Martin contacted EMS Chief Kevin Bragg about an available unit, but the unit was sold before we could seek approval to purchase from council. Following that, council was approached about obtaining approval to purchase a new ambulance using an emergency purchase. A SERVS sales representative contacted EMS Chief Kevin Bragg in August and advised that a customer in Colorado had backed out of a build and that we would have first choice if we wanted it. He said that the unit would begin production on September 12, 2023, with an estimated delivery date of December 2023.

Over the course of several months, multiple vendors and manufacturers were contacted concerning our immediate need to purchase an ambulance. All relayed that new ambulance builds were approximately 22-26 months out.

RESOLUTION NO. 2023-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AGREEMENT WITH SOUTHERN EMERGENCY & RESCUE VEHICLE SALES, LLC FOR A 2023 FORD 550 4X4 HORTON TYPE I AMBULANCE IN THE EXPENDITURE AMOUNT OF \$345,706.95 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City of Duncanville has obtained a quote for a 2023 Ford 550 4x4 Horton Type I Ambulance; and

WHEREAS, Southern Emergency & Rescue Vehicle Sales, LLC is the sole source provider of an available ambulance; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a purchasing agreement with Southern Emergency & Rescue Vehicle Sales, LLC to purchase a 2023 Ford 550 4x4 Horton Type I Ambulance in the expenditure amount of \$345,706.95.

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 authorizes a purchasing agreement with Southern Emergency & Rescue Vehicle Sales, LLC to purchase a 2023 Ford 550 4x4 Horton Type I Ambulance in the expenditure amount of \$345,706.95.

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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



September 11, 2023

LETTER OF INTENT TO PURCHASE AMBULANCE

Seller:

Southern Emergency & Rescue Vehicle Sales, LLC
309 FM 338
Comanche, TX 76442
Attn: David A Taylor, Territory Manager
dave.t@servsllc.com
1-866-356-2236
281-620-3683

Buyer:

City of Duncanville, Texas
203 E. Wheatland Rd.
Duncanville, Texas 75116
Attn: Elton D. Brock, Chief Procurement Officer
elton.brock@duncanvilletx.gov
972-780-5058

Background:

- A. The Seller is the manufacturer of
(1) – Ford 550 4x4 Horton Type I Ambulance
Production Number 2055
- B. The Buyer wishes to purchase (1) Ford 550 4x4 Horton Type I Ambulance, Production Number 2055, from the Seller.

This document shall establish the basic terms to be used in a future legally binding written “purchase agreement” (“Purchase Order”) between the Seller and the Buyer. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms currently, are as follows:

Agreed Purchase Price

- 1. The Buyer and Seller have agreed to the non-to-exceed sales price of **Three-hundred and forty-five thousand, seven hundred and six dollars and ninety-five cents \$345,706.95.**
- 2. The Buyer shall present the Seller with an approved State of Texas Sales Tax Exemption form, as this vehicle shall be utilized for a governmental purpose and the purchase is free of all sales taxes.



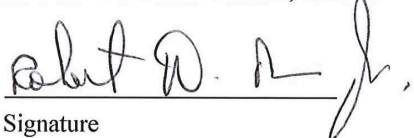
Transaction Description

1. In accordance with the provisions of Texas Government Code 252, the City of Duncanville is legally mandated to obtain approval for all purchases exceeding fifty-thousand dollars (\$50k), from its duly elected governing body. The Buyer intends to seek approval authority from the Duncanville City Council, for the Vehicle that is the subject of this Document.
2. Immediately after approval of the Duncanville City Council is provided, the City shall release a legally binding written "Purchase Order" for the vehicle.
3. It is intended the production process shall begin immediately and that the Buyer shall take possession of the Vehicle on or prior to **December 15, 2023.**

This Document does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the "Purchase Order", duly executed by the Buyer and acknowledged receipt and acceptance by the Seller, will be enforceable. The terms and conditions of the "Purchase Order" will supersede any terms and conditions contained in this Document. The Purchaser and the Seller are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

This Document accurately reflects the understanding between the Seller and the Buyer.

CITY OF DUNCANVILLE, TEXAS


 Signature

Robert D. Brown, Jr.
 Printed Name

Interim City Manager
 Title

September 11, 2023
 Date



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution authorizing the procurement of (1) one Stryker Power Pro 2 Stretcher and (1) one Stryker MTS Power Loading System with floor plate from Stryker Corporation for a total expenditure amount of \$65,003.27.

Vision Statement:

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

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Sam Rohde, Fire Chief

Kevin Bragg, EMS Division Chief

BACKGROUND/HISTORY:

Duncanville Fire Department is currently in the process of making an emergency purchase of a Horton Type 1 ambulance from Southern Emergency and Rescue Vehicles Sales, LLC. Cots and loading systems are typically purchased with new ambulances. The lifespan of the cot and loading system is similar to the lifespan of the ambulances due to the correlation between the wear and tear on the ambulance, the cot and loading system. As the units become aged, the maintenance costs significantly increase.

Across the industry, the Stryker power cot and self-loading system have been proven to reduce the frequency of back injuries seen with manually operated systems by sixty percent. Since placing the power cots and self-loading systems in service, the Fire Department has had zero back injuries associated with the system.

POLICY EXPLANATION:

The Fire Department and City plan for this through the Fleet Rotation Plan, as the Fire Department budgets funds towards the Fleet Rotation Plan each year in order to ensure funding is available when it is time to replace a front-line ambulance.

FUNDING SOURCE:

ORG and Object Number

415-700885 - FLEET EQUIPMENT REPLACEMENT

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$2,591,302.05 (after purchase of ambulance)	\$65,003.27	\$2,526,298.78

ACTION ALTERNATIVES:

1. Approve the purchase of (1) one Stryker Power Pro 2 Stretcher and (1) one Stryker MTS Power Loading System with floor plate from Stryker Corporation for a total expenditure amount of \$65,003.27.
2. Do not approve purchase of (1) one Stryker Power Pro 2 Stretcher and (1) one Stryker MTS Power Loading System with floor plate from Stryker Corporation for a total expenditure amount of \$65,003.27.
3. Other actions as directed by Council.

ATTACHMENTS:

[Duncanville FD LOAD PP2](#)

[Power-PRO 2 sole source customer letter](#)

[Power-LOAD sole source customer letter](#)

[Resolution No. - 2023-122 - Purchase of Power Pro 2 Cot and MTS Loading System for new ambulance - Pdf](#)



Duncanville FD LOAD

Quote Number: 10770151

Version: 1

Prepared For: DUNCANVILLE FIRE DEPT

Attn:

Rep: Gary Montana

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Service Rep:

Email:

Quote Date: 10/09/2023

Expiration Date: 09/27/2023

Contract Start: 08/28/2023

Contract End: 08/27/2024

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	PCE	1	\$30,647.52	\$30,647.52
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	1	\$33,553.24	\$33,553.24
Equipment Total:						\$64,200.76

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$802.51
Grand Total:	\$65,003.27

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at www.stryker.com/stnc.



October 2023

To whom it may concern,

Stryker certifies that we are the sole manufacturer of the Power-PRO™ 2 ambulance cot (Model 6507). This correspondence is to inform you of the characteristics of the Power-PRO 2 ambulance cot. These characteristics can be broken down into two primary categories: independent qualification and ease of use and maintenance.

Independent qualification

- IP36: The system is tested to withstand powerful water jets.
- Conforms to IEC 60601-1, IEC 60601-1-2, IEC 60601-1-12: The Power-PRO 2 cot conforms to industry standards for mechanical and electrical safety for medical electrical equipment intended for use in emergency medical services environment, as well as electromagnetic compatibility and immunity.
- Meets BS EN 1789 crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-Restraints.
- Designed to conform to KKK-A-1822, CAAS-GVS, NFPA-1917.
- Meets the following:
 - 16 CFR 1632 (U.S. Flammability)
 - BS EN 597-1 (European Flammability)
 - BS EN-1865-2, BS EN-1865-3 (European Power Assisted cots)
 - Meets AS/NSZ-4535 dynamic crash test safety standards when used with Power-LOAD cot fastener and X-restraints.

Ease of use and maintenance

- The cot has a weight capacity of 700 pounds.
- The cot has an adjustable loading height (up to 36 inches). Operators can use the cot control switches at the foot end of the cot to match any ambulance deck height.
- The cot can extend to 84 inches to allow for better leverage when manually loading/unloading.
- The cot can retract to 60 inches to allow for better mobility in tight spaces.
- The lithium-ion battery is placed at the foot end of the cot and can be accessed with a single hand.
- The battery's LED bars indicate battery power level, as well as charging and error status.
- The cot features a foot end light to help medics navigate through dark environments.
- Reflectors on the cot legs increase visibility for enhanced safety.
- The cot is equipped with Smart Equipment Management™ (SEM™), an interactive dashboard that helps you maximize your investment, minimize downtime and remotely manage your fleet.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. The cot will not abruptly jar the operator or patient.
- The cot is equipped with a bumper detection system that will stop the extension of the legs if they are obstructed while the cot is suspended.
- The cot legs power-retract and power-extend in 1.5 seconds, which speeds load and unload time.

Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](https://www.stryker.com)



- The foot end lifting bars and cot control switches at two different heights provide optimum ergonomics to most operator heights.
- The transport height feature lowers the cot to a suggested level at the touch of a button for safe patient transport outside an ambulance.
- The foot end is equipped with a transport handle to provide better ergonomics while in transport height.
- The cot has 6 x 2 inch, sealed casters and bearings, including integrated steer and wheel locks that can be activated from the head end or foot end of the cot.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), eliminating aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your account manager for more information.

Sincerely,

A handwritten signature in black ink, appearing to read "John Guyeskey".

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SEM, Smart Equipment Management, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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October 2023

Power-LOAD® Cot Fastener sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-LOAD Cot Fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Stryker's Power-LOAD (Model 6390) Cot Fastener is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. Stryker's Power-LOAD is the only powered cot fastening system that meets the following:

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD Cot Fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO Cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- SAE J3027 compliant when used with Stryker's Power-PRO Cot and X-Restraints

Ease of use:

- Provides a linear guide for loading and unloading the cot.
- Allows for remote actuation from Power-PRO foot end controls.
- Engages to the cot during loading and unloading, providing a means of lifting and lowering.
- Safe working load of 870 lb and capable of lifting patients weighing up to 700 lb.
- Mounts inside the patient compartment to prevent environmental exposure and corrosion.
- Power washable.
- Capable of inductively charging Stryker's SMRT Battery.

Please contact your Sales Representative for further information.

Sincerely,

John Guyeskey, Sr. Manager, Downstream Marketing

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The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Emergency Care

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RESOLUTION NO. 2023-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AGREEMENT WITH STRYKER CORPORATION FOR A POWER PRO 2 COT AND MTS LOADING SYSTEM IN EXPENDITURE AMOUNT OF \$65,003.27 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City of Duncanville has obtained a quote for a Stryker Power Pro 2 Cot and MTS Loading System; and

WHEREAS, Stryker Corporation is the sole source provider of an available ambulance; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a purchasing agreement with Stryker Corporation for the purchase of (1) one Power Pro 2 cot and (1) one MTS Loading System in the expenditure amount of \$65,003.27.

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 authorizes a purchasing agreement with Stryker Corporation to purchase (1) one Power Pro 2 cot and (1) one MTS Loading System in the expenditure amount of \$65,003.27.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a resolution amending the FY 2023-2024 Master Fee Schedule for Planning and Neighborhood Services.

Vision Statement:

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

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

The City Council approved the FY 2023-2024 Master Fee Schedule at the September 19, 2023, meeting. It was discovered there were fees not included in the resolution exhibit document, specifically within the Planning and Neighborhood Services (Development Services) master fees. Rows 184-216, page 4 of Exhibit A attached to the resolution, were omitted in the original document. This resolution amends the fee schedule for Neighborhood Services to incorporate these fees into the approved schedule for the record.

Additionally, the following changes were made as identified by yellow highlights in Exhibit A:

1. Rows 167-169, on page 3, had a formula error. The proposed change was to increase these fees by \$75 but the new fee remained the same. The change reflects, correctly, the new fee of \$325.00.
2. Row 33 - Changed the fee for 4001 square feet or more from \$300 to \$500 to be consistent with the fee charged for plan review of 3501 - 4000 square feet.
3. Row 142 - "Donation Box Registration" was changed from \$25 to \$250.
4. Row 173 - "Temporary food permit - Commercial" was changed to specify the business type. Commercial vendors such as restaurants and food trucks who prepare food on-site, or off-site prior to the event, will be charged the \$75 fee.
5. Row 175 for "Temporary food permit - non-commercial" was added to be \$25 per permit. The intent of this fee is to cover the non-commercial vendors for items such as bake sales, fundraisers, and pre-packaged goods.
6. Row 176 for "Annual temporary food permit" was added to be \$125.00 per year. The intent of this addition is to provide food vendors an option to pay an annual fee to cover any event throughout the year, instead of a permit fee per event. Each event remains subject to a health inspection and if the food classification changes, a new permit will be required.

POLICY EXPLANATION:

Approval of the Master Fee schedule , as amended, must be approved by the City Council to take effect.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:

1. Approve the amendments to the FY 2023-2024 master fee schedule for Planning and Neighborhood Services.
2. Do not approve amendments to the FY 2023-2024 master fee schedule for Planning and Neighborhood Services.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-104R - Amending FY 2023-2024 Master Fee Schedule - Pdf](#)

RESOLUTION NO. 2023-104R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FISCAL YEAR 2023-2024 MASTER FEE SCHEDULE FOR PLANNING AND NEIGHBORHOOD SERVICES, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FY 2023-2024 Master Fees were approved by the City Council on September 19, 2023, however, there were fees not included in error; and

WHEREAS, it is the desire of the City to amend the schedule for the record to incorporate the specified changes.

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

SECTION 1. In accordance with Chapter 1, 'General Provisions', Division 1. 'General Code Construction', Section 1-7, 'Establishment of fees for city services' of the Code of Ordinances, as amended, the Master Fee Schedule for Planning and Neighborhood Services is hereby approved which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. That all provisions of the City of Duncanville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. That should any work, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution as a whole or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Resolution as a whole.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

CITY OF DUNCANVILLE - MASTER FEE SCHEDULE - FY 2023-24

Planning and Neighborhood Services - **AMENDED 10/17/2023**

	DEPARTMENT	BASIS/COMMENTS	Current Fee Effective 10/1/22	Proposed Change for FY23-24	Proposed Fee Effective 10/1/23
	Planning & Neighborhood Services				
1	ZONING & RELATED FEES				
2	Preliminary plat	Per plat.	\$ 250.00		\$ 250.00
3	Final plat - residential	Plus \$5.00 per lot.	\$ 500.00		\$ 500.00
4	Final plat - apartment	Plus \$10.00 per unit.	\$ 500.00		\$ 500.00
5	Final plat - other	Plus \$50.00 per acre.	\$ 500.00		\$ 500.00
6	Replat	Per plat.	\$ 500.00		\$ 500.00
7	Planned Development Site Plan - Minor		\$ 100.00		\$ 100.00
8	Planned Development Site Plan - Major		\$ 250.00		\$ 250.00
9	Zoning change - planned development	Per development.	\$ 1,050.00		\$ 1,050.00
10	Zoning change - single residential lot		\$ 500.00		\$ 500.00
11	Zoning change - all other including SUP)		\$ 1,050.00		\$ 1,050.00
12	Comprehensive Plan	Per book	\$ 50.00		\$ 50.00
13	Maps (black/white copy)	Per sheet.	\$ 5.00		\$ 5.00
14	Street signs (2 signs, 1 pole)	Per assembly; installed.	\$ 75.00		\$ 75.00
15	Blue fire buttons	Each.	\$ 10.00		\$ 10.00
16	Zoning Verification Letter	Each.	\$ 50.00		\$ 50.00
17	Right-of-Way Abandonment	Each application	\$ 250.00		\$ 250.00
18	CERTIFICATES OF OCCUPANCY				
19	New building		\$ 25.00	\$ 50.00	\$ 75.00
20	Existing building	For each new occupant or change in occupancy or ownership.	\$ 125.00	\$ 75.00	\$ 200.00
21	Clean & Show Permit	Conditional for 90 days, will require an inspection or review of property on 90th day	\$ 50.00	\$ 75.00	\$ 125.00
22	Utility Verification Permit	when the occupant changes electrical provider and an inspection is required	\$ 50.00	\$ 75.00	\$ 125.00
23	Changes	Certificate replacement	\$ 10.00	\$ 40.00	\$ 50.00
24	Expedited Applications		-	\$ 200.00	\$ 200.00
25	PLAN REVIEW	RESIDENTIAL PLAN REVIEW - NEW CONSTRUCTION			
26	Total Square Feet				
27	1001 - 1500		\$ 75.00	\$ 125.00	\$ 200.00
28	1501 - 2000		\$ 100.00	\$ 150.00	\$ 250.00
29	2001 - 2500		\$ 125.00	\$ 175.00	\$ 300.00
30	2501 - 3000		\$ 150.00	\$ 200.00	\$ 350.00
31	3001 - 3500		\$ 200.00	\$ 250.00	\$ 450.00
32	3501 - 4000		\$ 225.00	\$ 275.00	\$ 500.00
33	4001 or more	\$500 plus 0.05 per each additional square foot	See Comments		See Comments
34	BUILDING PERMITS	RESIDENTIAL NEW CONSTRUCTION			
35	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated project fee			
36	Total Square Feet				
37	1001 - 1500		\$ 1,400.00	\$ 1,400.00	\$ 2,800.00
38	1501 - 2000		\$ 1,504.00	\$ 1,504.00	\$ 3,008.00
39	2001 - 2500		\$ 1,731.55	\$ 1,731.55	\$ 3,463.10
40	2501 - 3000		\$ 1,959.10	\$ 1,959.10	\$ 3,918.20
41	3001 - 3500		\$ 2,186.65	\$ 2,186.65	\$ 4,373.30
42	3501 - 4000		\$ 2,414.20	\$ 2,414.20	\$ 4,828.40
43	4001 or more	\$4,828.40 plus 0.50 per each additional square foot	See Comments		See Comments
44	BUILDING PERMITS	RESIDENTIAL REMODEL- ADDITIONAL SQFT TO MAIN STRUCTURE			
45	Total Square Feet				
46	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated project fee			
47	1-250		\$ 175.00		\$175.00
48	251-500		\$ 325.00		\$ 325.00
49	501-1000		\$ 600.00		\$ 600.00
50	1001-1500		\$ 875.00		\$ 875.00
51	1501-2000		\$ 1,075.00		\$ 1,075.00
52	2001-2500		\$ 1,375.00		\$ 1,375.00
53	2501 -3000		\$ 1,575.00		\$ 1,575.00
54	3001 or more	\$1,575 plus 0.40 per each additional square foot	See Comments		See Comments
55	PLAN REVIEW	COMMERCIAL BUILDING REVIEW			
56	Plan Review	Commercial Review for new construction	50% permit cost		50% permit cost
57	BUILDING PERMITS	NEW COMMERCIAL BUILDING			
58	Total Square Feet				
59	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated project fee			
60	1-1500	per square foot	\$ 4.00		\$ 4.00
61	1501-2500	per square foot	\$ 3.60		\$ 3.60
62	2501-3500	per square foot	\$ 2.95		\$ 2.95
63	3501-4500	per square foot	\$ 2.75		\$ 2.75
64	4501-5000	per square foot	\$ 2.55		\$ 2.55

EXHIBIT A

CITY OF DUNCANVILLE - MASTER FEE SCHEDULE - FY 2023-24
Planning and Neighborhood Services - AMENDED 10/17/2023

	DEPARTMENT	BASIS/COMMENTS	Current Fee Effective 10/1/22	Proposed Change for FY23-24	Proposed Fee Effective 10/1/23
65	5501-6500	per square foot	\$ 2.45		\$ 2.45
66	6500 or more	per square foot	\$ 2.35		\$ 2.35
67	BUILDING PERMITS	COMMERCIAL BUILDING REMODEL			
68	Total Square Feet				
69	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated project fee			
70	1-1500	per square foot	\$ 0.35		\$ 0.35
71	1501-2500	per square foot	\$ 0.30		\$ 0.30
72	2501-3500	per square foot	\$ 0.28		\$ 0.28
73	3501-4500	per square foot	\$ 0.26		\$ 0.26
74	4501-5500	per square foot	\$ 0.24		\$ 0.24
75	5501-6500	per square foot	\$ 0.23		\$ 0.23
76	6500 or more	per square foot	\$ 0.22		\$ 0.22
77	INSPECTIONS / PLAN REVIEW				
78	Commercial Pool/Spa Inspection Fee	Inspected 4 times a year, pass inspection is required to operate	\$ 200.00	\$ 200.00	\$ 400.00
79	Inspections outside normal business hours (2 hour minimum)	All charges per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.	\$ 50.00	\$ 100.00	\$ 150.00
80	Reinspection fees	Inspection required after failure to comply with first notice of violation for each violation noted	\$ 50.00	\$ 50.00	\$ 100.00
81	Inspections for which no fee is specifically indicated (half-hour minimum)		\$ 50.00	\$ 75.00	\$ 125.00
82	Additional plan review	required by changes, additions, or revisions to plans (half-hour minimum)	\$ 50.00	\$ 75.00	\$ 125.00
83	Use of outside consultants for plan checking and inspections or both	To include administrative and overhead costs.	Actual Cost		Actual Cost
84	CONTRACTOR REGISTRATION				
85	General Contractor Registration - fence, concrete, sign, landscape irrigation installer, solar	Annual Fee - requires \$1,000,000.00 liability insurance	\$ 100.00	\$ 50.00	\$ 150.00
86	ELECTRICAL PERMITS	Unrelated to new construction or remodeling.			
87	Electrical work done with no permit	Work performed without permit when a permit is required - double the calculated project fee			
88	Service change		\$ 75.00	\$ 50.00	\$ 125.00
89	Meter change		\$ 75.00	\$ 50.00	\$ 125.00
90	PLUMBING PERMITS	Unrelated to new construction or remodeling.			
91	Plumbing work done with no permit	Work performed without permit when a permit is required - double the calculated project fee			
92	First fixture		\$ 30.00	\$ 95.00	\$ 125.00
93	Sewer relay		\$ 75.00	\$ 50.00	\$ 125.00
94	Gas line relay		\$ 75.00	\$ 50.00	\$ 125.00
95	Water heater installation		\$ 75.00	\$ 50.00	\$ 125.00
96	Water treatment system installation		\$ 75.00	\$ 50.00	\$ 125.00
97	Backflow device inspection		\$ 75.00	\$ 50.00	\$ 125.00
98	Landscape Irrigation Installation		\$ 100.00	\$ 200.00	\$ 300.00
99	Gas Test & minor repair		\$ 75.00	\$ 50.00	\$ 125.00
100	Grease Trap		\$ 100.00	\$ 50.00	\$ 150.00
101	Sand Trap		\$ 100.00	\$ 50.00	\$ 150.00
102	Steam boiler installation		\$ 75.00	\$ 50.00	\$ 125.00
103	AIR CONDITIONING PERMITS	Unrelated to new construction or remodeling.			
104	HVAC Done Without Permit	Double the calculated project fee	See Comments		See Comments
105	Residential Mechanical - Repair or Alteration	per system	\$ 75.00	\$ 50.00	\$ 125.00
	Residential New HVAC system	per system	\$ 75.00	\$ 50.00	\$ 125.00
106	Commercial Mechanical - Repair or Alteration	per system		\$ 150.00	\$ 150.00
107	Commercial New HVAC system	per system	\$ 150.00	\$ 100.00	\$ 250.00
108	Walk-In Cooler Installation	per system	\$ 75.00	\$ 100.00	\$ 175.00
109	MISC. PERMITS / FEES	Including all trades, if applicable.			
110	Work Done Without Permit	Double the calculated project fee	See Comments		See Comments
111	Residential Remodel, repair, or alteration to existing house (excludes an increase in sq ft)		\$ 125.00	\$ 50.00	\$ 200.00
112	Solar		\$ 150.00	\$ 150.00	\$ 300.00
113	Foundation		\$ 150.00	\$ 50.00	\$ 200.00
114	Swimming pool, >5,000 gal.		\$ 75.00	\$ 25.00	\$ 100.00
115	Spa / hot tub / Pool (above ground, 24" deep or greater)		\$ 75.00	\$ 25.00	\$ 100.00
116	Type B Accessory building 1-399 sqft	no MEP included, separate permit required	\$ 75.00		\$ 75.00

EXHIBIT A

CITY OF DUNCANVILLE - MASTER FEE SCHEDULE - FY 2023-24
Planning and Neighborhood Services - AMENDED 10/17/2023

	DEPARTMENT	BASIS/COMMENTS	Current Fee Effective 10/1/22	Proposed Change for FY23-24	Proposed Fee Effective 10/1/23
117	Type A Accessory building 400 sqft or greater	no MEP included, separate permit required	\$ 150.00		\$ 150.00
118	Roof Shingles Only -Residential		\$ 75.00	\$ 75.00	\$ 150.00
119	Roof Decking - Residential		\$ 150.00		\$ 150.00
120	Roof Shingles/ Composition- Commercial		\$ 150.00	\$ 150.00	\$ 300.00
121	Roof Decking - Commercial		\$ 300.00	\$ 100.00	\$ 400.00
122	TPO		\$ 450.00	\$ 50.00	\$ 500.00
123	All concrete: sidewalk, driveway approach and non residential parking lot	per square foot, Maximum \$250 on Residential, and \$1000.00 on Commercial	\$ 0.50		\$ 0.50
124	Asphalt tie-in to concrete drive approach	Per linear foot.	\$ 6.00		\$ 6.00
125	Structure moving, within City limits	Code of Ordinances Section 5-58	\$ 100.00		\$ 100.00
126	Structure moving, into City	Code of Ordinances Section 5-58	\$ 100.00		\$ 100.00
127	Construction Trailer	per trailer	\$ 100.00	\$ 25.00	\$ 125.00
128	Building demolition	per building	\$ 100.00	\$ 50.00	\$ 150.00
129	Gasoline fuel tanks	per tank	\$ 150.00	\$ 150.00	\$ 300.00
130	Tent or canopy	Four permits per year, 14 days each	\$ 25.00	\$ 50.00	\$ 75.00
131	Residential Fence		\$ 75.00	\$ 25.00	\$ 100.00
132	Commercial Fence	3 inspections required	\$ 225.00	\$ 75.00	\$ 300.00
133	Storage Containers	Annual Fee - two permits per year, 15 days each	\$ 25.00	\$ 75.00	\$ 100.00
134	Occasional sale / residential garage sale	Four permits per year, two each six-month period	No charge	\$ 25.00	\$ 25.00
135	Parking lot and/or tent sale	Four permits per year, 14 days each	\$ 50.00	\$ (50.00)	\$ -
136	Seasonal sale		\$ 50.00	\$ 100.00	\$ 150.00
137	Seasonal garden center		\$ 50.00	\$ 100.00	\$ 150.00
138	Handbill registration	Per year.	\$ 50.00		\$ 50.00
139	Handbill permit, one day		\$ 15.00	\$ 35.00	\$ 50.00
140	Handbill permit, one week		\$ 40.00	\$ 60.00	\$ 100.00
141	Handbill permit, one year		\$ 400.00	\$ 100.00	\$ 500.00
142	Donation Box Registration		\$ -	\$ 250.00	\$ 250.00
143	Administrative Fee	Contracting for abatement of Code Violation per Occurrence; minimum charge of \$100	\$100 or 10% of cost, whichever is higher	\$ 150.00	\$250 or 10% of cost, whichever is higher
144	Vacant building registration	Annual Fee	\$ 750.00	\$ -	\$ 750.00
145	Vacant building inspection	Annual Fee- \$0.01 per square foot of vacant building space, minimum charge of \$50	See Comments	\$ -	\$50 or \$0.01/sf whichever is higher
146	Residential Rental Property Registration	Registration, Inspection, and RCO (new registration)	\$ 75.00	\$ 75.00	\$ 150.00
147	Residential Rental Property Registration	Annual fee per single-family, duplex, or townhouse rental unit	\$ 25.00	\$ -	\$ 25.00
148	Residential Inspection Fee	When an inspection is required	\$ 50.00	\$ 75.00	\$ 125.00
149	Residential Rental Property Certificate of Occupancy	Per occupancy, once every two years or with every new tenant, whichever occurs first	\$ 10.00	\$ (10.00)	\$ -
150	Fee Resolution	Replacement of lost, destroyed or mutilated Rental Certificate of Occupancy	\$ 10.00	\$ 15.00	\$ 25.00
151	Late Fee	For each month or part of the month that a license fee has not been received.	\$ 50.00		\$ 50.00
152	Street name change	<i>Note: This fee was approved in Resolution 2004-100504, but was inadvertently left off the previous fee schedules</i>	\$ 125.00		\$ 125.00
153	SMALL CELL AND NETWORK NODES				
154	Small Cell/Network node application fee	1-5 network nodes	\$ 500.00		\$ 500.00
155	Small Cell/Network node application fee	Additional network nodes beyond 5, each	\$ 250.00		\$ 250.00
156	Small Cell/Network node application fee	Each pole to be erected	\$ 1,000.00		\$ 1,000.00
157	Small Cell/Network node annual user fee	Each network node	\$ 250.00		\$ 250.00
158	Transport Facility monthly user fee	Each network node in right-of-way providing backhaul	\$ 28.00		\$ 28.00
159	Collocation on city poles annual user fee	Each pole	\$ 20.00		\$ 20.00
160	FOOD ESTABLISHMENT FEES				
161	Health permit				
162	Class 1A (full service restaurants with dining area, and supermarkets without a deli/bakery in the store)	Per fiscal year.	\$ 425.00	\$ 75.00	\$ 500.00
163	Class 2A (ex. Supermarkets with deli/bakery, fast food establishments, convenience stores, variety stores, mobile vendors, day care and schools)	Per fiscal year.	\$ 250.00	\$ 75.00	\$ 325.00
164	Class 3A (Seasonal Establishments)	Per fiscal year.	\$ 175.00	\$ 75.00	\$ 225.00
165	New Establishment or change of ownership administrative fee in addition to Health Permit			\$ 50.00	\$ 50.00
166	All large retail stores will be assessed separate permit fees for each operational function				
167	Meat Market	Per fiscal year.	\$ 250.00	\$ 75.00	\$ 325.00
168	Deli	Per fiscal year.	\$ 250.00	\$ 75.00	\$ 325.00
169	Seafood	Per fiscal year.	\$ 250.00	\$ 75.00	\$ 325.00

EXHIBIT A

CITY OF DUNCANVILLE - MASTER FEE SCHEDULE - FY 2023-24
Planning and Neighborhood Services - AMENDED 10/17/2023

	DEPARTMENT	BASIS/COMMENTS	Current Fee Effective 10/1/22	Proposed Change for FY23-24	Proposed Fee Effective 10/1/23
170	Restaurant	Per fiscal year.	\$ 250.00	\$ 75.00	\$ 325.00
171	Bakery	Per fiscal year.	\$ 250.00	\$ 75.00	\$ 325.00
172	School cafeteria	Per school cafeteria per fiscal year.	\$ 250.00	\$ 75.00	\$ 325.00
173	Temporary food permit (first day) - commercial	Example: restaurants, food trucks, typically but not limited to, food preparation on-site, or offsite before the event, for consumption at event.	\$ 25.00	\$ 50.00	\$ 75.00
174	Temporary food permit- additional day	Not to exceed 10 days.	\$ 5.00	\$ 20.00	\$ 25.00
175	Temporary food permit - non-commercial	Example: bake sales, pre-packaged food, fundraisers, not for profit		\$ 25.00	\$ 25.00
176	Annual temporary food permit	Annual fee for any event - if vendor chooses to pay one fee for the year versus a fee each event. If vendor changes food classification, a new permit will apply. Each event remains subject to inspection.		\$ 125.00	\$ 125.00
177	Re-check fee, all classifications	Per reinspection of noted violation	\$ 100.00	\$ -	\$ 100.00
178	Health Permit Late fees				
179	Late fee	For each month or part of the month that a license fee has not been received.	\$ 100.00	\$ -	\$ 100.00
180	After October 10 of fiscal year	First late fee	\$ 50.00	\$ (50.00)	\$ -
181	Every 10 days thereafter	in addition to the First \$50.00 late fee	\$ 50.00	\$ (50.00)	\$ -
182	Not received by November 1st	Will result in establishment closure.	\$ 100.00	\$ 50.00	\$ 150.00
183	New Establishment or change of ownership administrative fee in addition to Health Permit		\$ 35.00	\$ 15.00	\$ 50.00
184	APARTMENT COMPLEX LICENSING				
185	Late fee	For each month or part of the month that a license fee has not been received.	\$ 100.00	\$ -	\$ 100.00
186	License fee	Per dwelling unit. Due on or before last working day of preceding year.	\$ 10.00		\$ 15.00
187	License replacement fee	Fees for licenses issued during year pro-rated.	\$ 10.00	\$ (10.00)	\$ -
188	Late fee	For each month or part of the month that a license fee has not been received.	\$ 100.00	\$ (100.00)	\$ -
189	Reinspection fee	Per reinspection of noted violation	\$ 20.00	\$ 30.00	\$ 50.00
190	New Establishment or change of ownership administrative fee in addition to Health Permit			\$ 50.00	\$ 50.00
191	SIGN PERMITS				
192	Reface		\$ 75.00	\$ 75.00	\$ 150.00
193	Pole signs		\$ 150.00		\$ 150.00
194	Monument		\$ 150.00		\$ 150.00
195	Wall signs		\$ 75.00	\$ 75.00	\$ 150.00
196	Lighted sign, electrical fee		\$ 150.00		\$ 150.00
197	Flags	3 flags per lot - insignia, decorative, governmental.	No charge	\$ -	No charge
198	Pennant	14 day limit; within first 90 days of certificate of occupancy.	No charge	\$ -	No charge
199	BANNER FEES				
200	Erect banner	Each 30 day period; not to exceed 90 days per year.	\$ 25.00	\$ 25.00	\$ 50.00
201	Grand Opening banner	14 day limit; within first 90 days of certificate of occupancy.	No charge		No charge
202	TREE PRESERVATION FEES				
203	Removal of dead, diseased, or damaged tree		No charge		No charge
204	Removal of protected trees and/or review of tree preservation plan in conjunction with building permit. (Applicable mitigation charges still apply)		No charge		No charge
205	Application for tree removal (Applicable mitigation charges still apply)		\$ 100.00		\$ 100.00
206	Review of tree preservation plan		\$ 100.00		\$ 100.00
207	All others		\$ 100.00		\$ 100.00
208	VARIANCE REQUESTS				
209	Board of Adjustment Residential	Per request.	\$ 125.00	\$ 375.00	\$ 500.00
210	Board of Adjustment Commercial	Per request.	\$ 500.00	\$ 500.00	\$ 500.00
211	Sign Control Board	Per request.	\$ 100.00	\$ 150.00	\$ 250.00
212	Letter preparation		\$ 7.50	\$ 2.50	\$ 10.00
213	SHORT TERM RENTAL				
214	Specific Use Permit (SUP) for Short-Term Rental	Per unit.	\$ 125.00	\$ -	\$ 125.00
215	Short-Term Rental Registration Fee (Annual)	Per unit.	\$ 250.00	\$ -	\$ 250.00
216	Short-Term Rental Inspection (Annual)	Per unit.	\$ 100.00	\$ -	\$ 100.00



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution approving Amendment #1 to the Guaranteed Maximum Price with CORE Construction Services of Texas, Inc., in the proposed amount of \$265,927.11, including \$175,000.00 for General Conditions and a project contingency for the execution of future change orders, to provide for additional construction services for the new Fire Station No. 271, for a revised total Guaranteed Maximum Price of \$7,857,835.11, and authorizing the Interim City Manager to negotiate and execute the amendment after approval as to form by the City Attorney and any future contract change orders not exceeding \$50,000.00.

Vision Statement:

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

Pillar:

- **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.**
- **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, Interim Director of Public Works

BACKGROUND/HISTORY:

On December 3, 2019, the City Council approved a Construction Manager at Risk (CMAR) contract with CORE Construction Services of Texas, Inc. (CORE) for the construction of the new Fire Station 271. As the Construction Manager at Risk, the CMAR contract allows CORE to deliver the construction project within a Guaranteed Maximum Price (GMP) based on the construction documents and specifications. The Duncanville City Council approved the GMP in the amount of \$7,591,908.00 on June 7, 2022.

The GMP includes the construction cost, Construction Manager at Risk fee, bonds, and insurance cost. Under the agreement, an original owner contingency of \$151,838.00 was allotted for this construction project. To date, approximately \$149K has been expended from this contingency. Additional needs have been identified, as explained under the Policy Explanation below, requiring modification to the GMP.

POLICY EXPLANATION:

By approving this Resolution, City Council authorizes an increase to the GMP, in the proposed amount of \$265,927.11, for a revised total GMP of \$7,857,835.11. These construction needs are outlined in the chart below. The increase to the GMP includes \$175,000.00 for General Conditions and a project contingency for the execution of future change orders.

Funds were identified in the ARPA fund using the remaining balance from the business grants. \$700,000.00 was earmarked and approved in the APRA funds for businesses to apply for financial assistance due to the impact of COVID-19. To date, \$421,287 has been spent on business grant applicants, and the remaining \$278,713.00 has been reallocated to the Fire Station 271 project.

GOODS/SERVICES DESCRIPTION	COST	SOURCE OF FUNDS
CORE Construction Builders Risk Insurance	\$248.30	ARPA
CORE Construction General Liability	\$1,655.72	ARPA
CORE Construction Payment and Performance Bond	\$1,125.89	ARPA
HVAC System for Mezzanine 202	\$14,035.00	ARPA
HVAC Changes Due to Equipment Availability	\$19,883.00	ARPA
Mezzanine 202 Electrical to HVAC	\$5,911.00	ARPA
Automatic Transfer Switch Moved to Mezzanine (Hoisting)	\$11,145.00	ARPA
Automatic Transfer Switch Moved to Mezzanine (Material/Labor)	\$33,426.00	ARPA
Total:	\$87,429.91	
4% Contractor's Fee	\$3,497.20	
General Conditions/Contingency	\$175,000.00	
Grand Total:	\$265,927.11	

FUNDING SOURCE:**ORG and Object Number**

75800001-708102-ARPA4 (ARPA/Construction)

Available Budget

\$278,713.00

Purchase Amount

\$265,927.11

After Encumber

\$12,785.89

ACTION ALTERNATIVES:

1. Approve Amendment #1 to the Guaranteed Maximum Price with Core Construction Services of Texas, Inc., in the proposed amount of \$265,927.11, including \$175,000.00 for General Conditions and a project contingency for the execution of future change orders, to provide for additional construction services for the new Fire Station No. 271, for a revised total Guaranteed Maximum Price of \$7,857,835.11, and authorizing the Interim City Manager to negotiate and execute the amendment after approval as to form by the City Attorney and any future contract change orders.
2. Do not approve Amendment #1 to the Guaranteed Maximum Price with Core Construction Services of Texas, Inc., in the proposed amount of \$265,927.11, including \$175,000.00 for General Conditions and a project contingency for the execution of future change orders, to provide for additional construction services for the new Fire Station No. 271, for a revised total Guaranteed Maximum Price of \$7,857,835.11, and do not authorize the Interim City Manager to negotiate and execute the amendment after approval as to form by the City Attorney and any future contract change orders.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2019-117R1 - Fire Station Guaranteed Maximum Price Increase](#)

RESOLUTION 2019-117R1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AMENDMENT #1 TO THE GUARANTEED MAXIMUM PRICE WITH CORE CONSTRUCTION SERVICES OF TEXAS, INC., IN THE PROPOSED AMOUNT OF \$265,927.11, INCLUDING \$175,000.00 FOR GENERAL CONDITIONS AND A PROJECT CONTINGENCY FOR THE EXECUTION OF FUTURE CHANGE ORDERS, TO PROVIDE FOR ADDITIONAL CONSTRUCTION SERVICES FOR THE NEW FIRE STATION NO. 271, FOR A REVISED TOTAL GUARANTEED MAXIMUM PRICE OF \$7,857,835.11, AND AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE THE AMENDMENT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY AND ANY FUTURE CONTRACT CHANGE ORDERS NOT EXCEEDING \$50,000.00, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to ensure the public safety of its citizens, residents, and visitors; and

WHEREAS, the residents of the City of Duncanville approved a bond package including \$6 million for Bond Proposition C for land acquisition, design, and construction of a new Fire Station No. 271 to replace the existing Fire Station No. 1 located at 323 West Camp Wisdom Road; and

WHEREAS, the City of Duncanville entered into an agreement on December 3, 2019, for Construction Manager at Risk (CMAR) services with CORE Construction Services of Texas, Inc. (CORE), for preconstruction and construction phase services for the anticipated construction of new Fire Station No. 271; and

WHEREAS, the new Fire Station No. 271 was designed for the City under contract with Brown Reynolds Watford Architects, Inc. (BRW), and the design was completed in March 2022; and

WHEREAS, CORE, as CMAR, solicited competitive proposals for the construction of the new Fire Station No. 271, reviewed the proposals, and recommended a Guaranteed Maximum Price (GMP) for construction of \$7,591,908.00 based on the proposals of the vendors; and

WHEREAS, additional construction needs have been identified, requiring modification to the GMP; and

WHEREAS, change orders increasing the total contract price or valued at \$50,000.00 or greater require City Council approval; and

WHEREAS, a project contingency authorizes the Interim City Manager or designee to execute change orders valued at less than \$50,000.00; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to approve Amendment #1 to the Guaranteed Maximum Price with Core Construction Services of Texas, Inc., in the proposed amount of \$265,927.11, including \$175,000.00 for General Conditions and a project contingency for the execution of future change orders, to provide for additional construction services for the new Fire Station No. 271, for a revised total Guaranteed Maximum Price of \$7,857,835.11, and authorizing the Interim City Manager to negotiate and execute the amendment after approval as to form by the City Attorney and any future contract change orders not exceeding \$50,000.00.

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 approves Amendment #1 to the Guaranteed Maximum Price with Core Construction Services of Texas, Inc., in the proposed amount of \$265,927.11, including \$175,000.00 for General Conditions and a project contingency for the execution of future change orders, to provide for additional construction services for the new Fire Station No. 271, for a revised total Guaranteed Maximum Price of \$7,857,835.11, and authorizing the Interim City Manager to negotiate and execute the amendment after approval as to form by the City Attorney and any future contract change orders not exceeding \$50,000.00.

SECTION 2: The City Council of the City of Duncanville, Texas, hereby authorizes the Interim City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 3: This Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Oct 2023

TITLE:

Consider a Resolution ratifying the increase in the spending authorization level by \$49,901.43, from \$70,000 to \$119,901.43, which was approved for one-time procurement of building inspection services due to staffing shortages. The unit amount with an estimated annual expenditure of seventy thousand dollars (\$70,000.00). The ratification would hereby approve the additional forty-nine thousand, nine-hundred and one dollars and forty-three cents (\$49,901.43) authorization increase.

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:

Agustin Garcia, Managing Director of Development Services
Jeremy Tennant, Director of Planning and Neighborhood Services
Kurt Kasson, Building Official
Sanjay Soni, Building Inspection Manager

BACKGROUND/HISTORY:

The Building Inspector position has been vacant consistently since February 2022. During the time of the continued vacancy, the Building Official began conducting inspections along with the assistance of our third-party inspections vendor, Bureau Veritas. This has led to an unexpected increase in usage; hence, has increased the cost of the inspection service. Previously, City Council approved Resolution No. 2023-043 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. With the City Council's approval, the ratification of Resolution No. 2023-124 will allow staff to pay the outstanding invoices for building inspection services conducted by third-party professional services incurred in FY23. Unfortunately, there were also FY22 invoices paid out of the FY23 budget, which has also led to insufficient funds for FY23 invoices to be paid. During the last Council meeting, the Master Fee schedule was updated to ensure that the fees are a pass-through and a full cost recovery.

We are now fully staffed with a new Building Official and Building Inspector, which will allow us to conduct our own inspections without much assistance from Bureau Veritas. At this point, we anticipate utilizing Bureau Veritas on an emergency basis and commercial plan reviews and have funds available in our FY24 budget for those expenses.

Currently, outstanding invoices with Bureau Veritas are at \$49,901.43

Bureau Veritas Payment History:

BUREAU VERITAS		
DATE	ITEM	AMOUNT
12/23/2022	119 RESIDENTIAL 39 COMMERCIAL	\$14,028.48
2/23/2023	79 RESIDENTIAL 65 COMMERCIAL	\$9,729.54
3/28/2023	146 RESIDENTIAL 42 COMMERCIAL	\$17,864.88
4/25/2023		\$1,903.80
5/25/2023	23 RESIDENTIAL 11 COMMERCIAL	\$3,144.16
8/28/2023	Commercial Plan Review	\$2,733.48
8/28/2023	Commercial Plan Review	\$497.09
	Grand Total	\$49,901.43

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

01036100-700450 (Building Inspections/Contractual Services)

Available Budget

\$0.00

Purchase Amount

\$49,901.43

After Encumber

-\$49,901.43

ACTION ALTERNATIVES:

1. Approve the expenditure amount of \$49,901.43 to pay the outstanding balance for building inspection services conducted by third-party professional services.
2. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-124 - Ratification of Resolution No. 2023-043-Third Party Building Inspections Outstanding Invoices Funding Request - Pdf](#)

RESOLUTION NO. 2023-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, RATIFYING RESOLUTION NO. 2023-043 WHICH AUTHORIZED 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). THE RATIFICATION WOULD HEREBY APPROVE THE ADDITIONAL FORTY-NINE THOUSAND, NINE HUNDRED AND ONE DOLLARS AND FORTY-THREE CENTS (\$49,901.43) FUNDING INCREASE NEEDED FOR PAYMENT OF OUTSTANDING INVOICES FOR BUILDING INSPECTION SERVICES CONDUCTED BY THIRD-PARTY PROFESSIONAL SERVICES IN FISCAL YEAR 2023 ; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, It is necessary to provide building inspections to ensure the health, life, and safety of all structures within the City of Duncanville; and

WHEREAS, On December 16, 2020, the City Council of Duncanville, Texas amended the existing contract with Bureau Veritas; and

WHEREAS, Bureau Veritas provides inspections on a demand basis during times of inspector absence due to illness, vacation or training; and

WHEREAS, Resolution No.2023-043 was approved by Duncanville City Council on June 6, 2023, which authorized 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); and

WHEREAS, The ratification of Resolution No.2023-043 would hereby approve the additional forty-nine thousand, nine-hundred and one dollars and forty-three cents (\$49,901.43) funding increase needed for payment of outstanding invoices for building inspection services conducted by third-party professional services.

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 ratifies Resolution No. 2023-043 authorizing an increase in funding needed for the payment of outstanding invoices for building inspection services conducted by third-party professional services in an amount not to exceed forty-nine thousand, nine-hundred and one dollars and forty-three cents (\$49,901.43).

SECTION 2. Authorizes the Interim City Manager or designees authorized to execute the necessary work orders and/or documents to conform to this Resolution as appropriate.

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 17th day of October, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit "A"

RESOLUTION NO. 2023-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A PERSONAL SERVICE AGREEMENT OF BUILDING INSPECTION SERVICES WITH BUREAU VERITAS (ATTACHMENT A) IN THE UNIT AMOUNT WITH AN ESTIMATED ANNUAL EXPENDITURE AMOUNT OF SEVENTY THOUSAND DOLLARS \$70,0000 (ATTACHMENT B); AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY WORK ORDERS AND/OR DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, It is necessary to provide building inspections to ensure the health, life and safety of all structures within the City of Duncanville;

WHEREAS, on December 16, 2020 the City Council of Duncanville, Texas amended the existing contract with Bureau Veritas

WHEREAS, Bureau Veritas provides inspections on a demand basis during times of inspector absence due to illness, vacation or training;

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 Bureau Veritas to provide on demand building inspections as set forth in the attached Attachment A; such services shall be compensation on an individual inspection fee basis in accordance with Attachment B, in an amount not to exceed seventy thousand dollars (\$70,000).

SECTION 2. Authorizes the Interim City Manager or designees authorized to execute the necessary work orders and/or documents to conform to this Resolution as appropriate.

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

Exhibit "A"

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 6th day of June, 2023.

APPROVED

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit "A"

ATTACHMENT A



The following is hereby accepted as an amendment to Attachment A (Scope of Services) and Attachment B (Fee Schedule) of the Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Duncanville, Texas, dated May 17, 2013 by adding additional scope of services and their accompanying fees.

SCOPE OF SERVICES

Backup Inspections

Inspection services shall be conducted on an as-needed basis as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special Inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FEE SCHEDULE

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables in the referenced agreement.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

City of Duncanville, Texas

Bureau Veritas, North America, Inc.

By: Paul Fredriksen
 Title: Interim City Manager

By: Van Tran
 Title: VP Facilities Division, Central & East

DATE
 Signature: [Signature]
 Date: 12/16/2020

Signature: [Signature]
 Date: 12/4/2020
 DTQRR: David Stanford
 Date: 12/4/2020

City of Duncanville Amendment, December 4, 2020

Exhibit "A"



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of May, 2023, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Duncanville, Texas (herein called "Client").

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Services Agreement.

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually after providing Client at least 45 days written notice.

3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:

- (a) Fees and all other charges will be billed to Client monthly.
- (b) Fees shall be paid by Client within thirty (30) days of Client receiving the invoice from BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the rate of five (5) percent per annum.
- (c) If Client fails to pay any invoice fully within thirty (30) days after the date Client receives the invoice from BVNA, then BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of

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services plus all interest. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of the BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of the BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of the BVNA and then only in the manner prescribed by the BVNA. If the BVNA terminates the Agreement in accordance with the provisions of Article 26 below, any such license granted by the BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then, to the extent allowed by law, Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility the hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED

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REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

10. **Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or breach of warranty under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. To the extent allowed by law, Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement. The BVNA indemnity obligation under this section is limited to reimbursement of any expenditure, including reasonable attorney fees and costs, incurred by an Indemnified Party in defending claims or lawsuits, ultimately determined to be due to negligent acts or omissions of the Contractor.

11. **Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to a maximum \$1,000,000 under this Agreement.

12. **Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

13. **Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of the BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

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14. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services provided.

15. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

16. **Choice of Forum.** The parties agree that in the event litigation is necessary between them to resolve any defaults or claims for damages, whether in contract or tort, or for declaratory or injunctive relief, or for any other legal matter whatsoever, that both parties stipulate and agree that the sole and exclusive forum and venue for bringing any such legal action shall be in Dallas County, Texas.

17. **Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

18. a. **Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

b. **Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the nonterminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by Client.** If the Client terminates this Agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this Agreement will

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remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

19. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

20. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

21. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

22. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

23. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client: City of Duncanville, Texas
Attn: City Manager
P.O. Box 380280
Duncanville, Texas 75138-0280

If to BVNA: Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, Texas 75074

With cc to: Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information as required by

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state law or to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent or as required by state law.

25. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Master Professional Services Agreement conflict with the terms and conditions of any other agreement this Agreement shall govern and control over any such conflicts.

26. **Non-Solicitation / Hiring of Employees.** (a) To promote an optimum working relationship, the Client agrees, to the extent Client should reasonably know a person is a current or former employee of BVNA, in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages. (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement.

27. **Prevailing Wage.** This proposal specifically excludes compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this Agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. **Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

29. **Assignment.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

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CLIENT
 By: [Signature]
 Print Name: GREG CONTRERAS
 Title: INTERIA CITY MANAGER
 Date: 5-13-13

BVNA
 By: [Signature]
 Print Name: DANIEL STANFORD
 Title: DIRECTOR
 Date: 5-17-13
 DTQRR: [Signature]
 Date: 5/17/2013

Attachment A - Scope of Services
 Attachment B - Fee Schedule

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**ATTACHMENT A
SCOPE OF SERVICES**

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

CLIENT INITIALS: 

BVNA INITIALS: 

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ATTACHMENT B

ATTACHMENT B FEE SCHEDULE

Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Single Family Residential construction plan review and inspection Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

CLIENT INITIALS: 

BYNA INITIALS: 

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Exhibit "B"

Invoice RI 23018884

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Remit Checks To:
Bureau Veritas North America, Inc.
PO Box 841566
Dallas, TX 75284-1566

Courier/Overnight Address:
Bank of America Lockbox Services
Lockbox # 841566
1950 N Stemmons Freeway, Suite 5010
Dallas, TX 75207



Remit ACH Transfers to:
ABA Routing Number 121000358
Account Number 14594-11058

Remit Wire Transfers to:
Routing Number 026009593
Account Number 14594-11058
SWIFT Code BOFAUS3N
Please Email Remittances to:
ARemittance@bureauveritas.com

Federal Tax ID # 06-1689244

City of Duncanville
203 E. Wheatland
P.O. Box 380280
Duncanville, TX 75138-0280

Customer no: 4140948

Invoice Date: 04/25/2023

Net Due Date: 05/25/2023

17843454 2023-000040 D/FW
Project: 2023-000040
2023 Back-up Inspections
Duncanville TX 75116 ; Subd: Unknown
Dallas County; ParcelID:
Legal info:
Business Name:
Description: Back-Up Inspections
PO Number:
Plan; ; Project Valuation: \$0; Total Project Square Footage: 0

For billing inquiries, please call 1-800-906-7199.

Description	Quantity	Rate	Net Amount
Backup Inspection 12	1.00	1,903.800	1,903.80
Invoice Subtotal			1,903.80

Payment Terms: 30 DAYS NET	Total	USD	1,903.80
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	1,903.80

not paid

This one here. Loan files

Invoice RI 23009731

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Remit Checks To: Bureau Veritas North America, Inc. PO Box 841566 Dallas, TX 75284-1566 Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 841566 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207	 BUREAU VERITAS	Remit ACH Transfers to: ABA Routing Number 121000358 Account Number 14594-11058 Remit Wire Transfers to: Routing Number 026009593 Account Number 14594-11058 SWIFT Code BQFAUS3N Please Email Remittances to: ARremittance@bureauveritas.com Federal Tax ID # 06-1689244
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City of Duncanville
203 E. Wheatland
Duncanville, TX 75138-0280

Customer no: 4140948
Invoice Date: 02/23/2023
Net Due Date: 03/25/2023

17843454 2023-000040 D/FW Project: 2023-000040 2023 Back-up Inspections Duncanville TX 75116 ; Subd: Unknown Dallas County; ParcelID: Legal info: Business Name: Description: Back-Up Inspections PO Number: Plan: ; Project Valuation: \$0; Total Project Square Footage: 0 For billing inquiries, please call 1-800-906-7199.

Description	Quantity	Rate	Net Amount
Backup Inspection 5	1.00	14,201.680	14,201.68
Invoice Subtotal			14,201.68

Payment Terms: 30 DAYS NET	Total	USD	14,201.68
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	14,201.68

*08/17/23 Paid partial payment of \$4,472.14
Check # 22104303*

Balance now \$9,729.54

Exhibit "B"

Invoice RI 23013044

Page No: 1 / 1

Remit Checks To: Bureau Veritas North America, Inc. PO Box 841566 Dallas, TX 75284-1566 Courier/Overnight Address: Bank of America Lockbox Services Lockbox # 841566 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207		Remit ACH Transfers to: ABA Routing Number 121000358 Account Number 14594-11058 Remit Wire Transfers to: Routing Number 026009593 Account Number 14594-11058 SWIFT Code BOFAUS3N Please Email Remittances to: ARRemittance@bureauveritas.com Federal Tax ID # 06-1689244
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City of Duncanville
203 E. Wheatland
P.O. Box 380280
Duncanville, TX 75138-0280

Customer no: 4140948
Invoice Date: 03/28/2023
Net Due Date: 04/27/2023

17843454 2023-000040 D/FW
Project: 2023-000040
2023 Back-up Inspections
Duncanville TX 75116 ; Subd: Unknown
Dallas County; ParcelID:
Legal info:
Business Name:
Description: Back-Up Inspections
PO Number:
Plan: ; Project Valuation: \$0; Total Project Square Footage: 0

For billing inquiries, please call 1-800-906-7199.

Description	Quantity	Rate	Net Amount
Backup Inspection 11	1.00	17,864.880	17,864.88
Invoice Subtotal			17,864.88

Payment Terms: 30 DAYS NET	Total	USD	17,864.88
Please Reference Our Invoice Number With Your Payment			
164 Residential @ \$76.92			
42 Commercial @ \$125.00	Total at Due Date	USD	17,864.88

not paid

Exhibit "B"

Invoice RI 22072272

Page No: 1 / 1

Remit Checks To:
Bureau Veritas North America, Inc.
PO Box 841566
Dallas, TX 75284-1566

Courier/Overnight Address:
Bank of America Lockbox Services
Lockbox # 841566
1950 N Stemmons Freeway, Suite 5010
Dallas, TX 75207



Remit ACH Transfers to:
ABA Routing Number 121000358
Account Number 14594-11058

Remit Wire Transfers to:
Routing Number 026009593
Account Number 14594-11058
SWIFT Code BOFAUS3N
Please Email Remittances to:
ARemittance@bureauveritas.com

Federal Tax ID # 06-1689244

City of Duncanville
203 E. Wheatland
P.O. Box 380280
Duncanville, TX 75138-0280

Customer no: 4140948

Invoice Date: 12/23/2022
Net Due Date: 01/22/2023

13292311 2022-000254

13292273
2022-000254 D/FW
Project: 2022-000254
2022 Back-up Inspections
Duncanville TX 75116 ; Subd: Unknown
Dallas County; ParcelID:
Legal info:
Business Name:
Description: Back-Up Inspections
PO Number:
Plan; ; Project Valuation: \$0; Total Project Square Footage: 0

For billing inquiries, please call 1-800-906-7199.

Description	Quantity	Rate	Net Amount
Consultation	1.00	14,028.480	14,028.48
Invoice Subtotal			14,028.48

Payment Terms: 30 DAYS NET	Total	USD	14,028.48
Please Reference Our Invoice Number With Your Payment			
119 Residential @ \$76.92	\$9,153.48		
39 Commercial @ \$125.00	\$4,875.00		
Total at Due Date		USD	14,028.48

Pending Approval

Exhibit "B"

Invoice RI 23041047

Page No: 1 / 1

Remit Checks To:
Bureau Veritas North America, Inc.
PO Box 841566
Dallas, TX 75284-1566

Courier/Overnight Address:
Bank of America Lockbox Services
Lockbox # 841566
1950 N Stemmons Freeway, Suite 5010
Dallas, TX 75207



Remit ACH Transfers to:
ABA Routing Number 121000358
Account Number 14594-11058

Remit Wire Transfers to:
Routing Number 026009593
Account Number 14594-11058
SWIFT Code BOFAUS3N
Please Email Remittances to:
ARremittance@bureauveritas.com

Federal Tax ID # 06-1689244

City of Duncanville
203 E. Wheatland
P.O. Box 380280
Duncanville, TX 75138-0280

Customer no: 4140948
Invoice Date: 08/28/2023
Net Due Date: 09/27/2023

19827278 2023-021237 D/FW
Project: 2023-021237
740 N Main St.
Duncanville TX 75116
Dallas County; ParcelID:
Legal info:
Business Name: ;Scope: Remodel.
Description: Commercial Alter Review
PO Number:
Plan:Remodel. ; Project Valuation: \$150000; Total Project Square Footage: 0

For billing inquiries, please call 1-800-906-7199.

Description	Quantity	Rate	Net Amount
Commercial Plan Review	1.00	497.090	497.09

Invoice Subtotal			497.09
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Payment Terms: 30 DAYS NET	Total	USD	497.09
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	497.09

Exhibit "B"

Invoice RI 23041046

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Remit Checks To:
Bureau Veritas North America, Inc.
PO Box 841566
Dallas, TX 75284-1566

Courier/Overnight Address:
Bank of America Lockbox Services
Lockbox # 841566
1950 N Stemmons Freeway, Suite 5010
Dallas, TX 75207



Remit ACH Transfers to:
ABA Routing Number 121000358
Account Number 14594-11058

Remit Wire Transfers to:
Routing Number 026009593
Account Number 14594-11058
SWIFT Code BOFAUS3N
Please Email Remittances to:
ARremittance@bureauveritas.com

Federal Tax ID # 06-1689244

City of Duncanville
203 E. Wheatland
P.O. Box 380280
Duncanville, TX 75138-0280

Customer no: 4140948

Invoice Date: 08/28/2023
Net Due Date: 09/27/2023

19779517 2023-020808 D/FW
Project: 2023-020808
402 W Danieldale Rd.
Duncanville TX 75137
Dallas County; ParcelID:
Legal info:
Business Name: Village Tech Ph. 3 ;Scope: Security upgrades to campus that consist of fencing, pedestrian canopies, walk ways and lighting upg
Description: Commercial Alter Review
PO Number:
Plan:Remodel. ; Project Valuation: \$1442440; Total Project Square Footage: 0
For billing inquiries, please call 1-800-906-7199.

Description	Quantity	Rate	Net Amount
Commercial Plan Review	1.00	2,733.480	2,733.48
Invoice Subtotal			2,733.48

Payment Terms: 30 DAYS NET	Total	USD	2,733.48
Please Reference Our Invoice Number With Your Payment			
	Total at Due Date	USD	2,733.48

Exhibit "B"

Invoice RI 23025633

Page No: 1 / 1

Remit Checks To:
Bureau Veritas North America, Inc.
PO Box 841566
Dallas, TX 75284-1566

Courier/Overnight Address:
Bank of America Lockbox Services
Lockbox # 841566
1950 N Stemmons Freeway, Suite 5010
Dallas, TX 75207



Remit ACH Transfers to:
ABA Routing Number 121000358
Account Number 14594-11058

Remit Wire Transfers to:
Routing Number 026009593
Account Number 14594-11058
SWIFT Code BOFAUS3N
Please Email Remittances to:
ARemittance@bureauveritas.com

Federal Tax ID # 06-1689244

City of Duncanville
203 E. Wheatland
P.O. Box 380280
Duncanville, TX 75138-0280

Customer no: 4140948

Invoice Date: 05/25/2023

Net Due Date: 06/24/2023

17843454 2023-000040 D/FW
Project: 2023-000040
2023 Back-up Inspections
Duncanville TX 75116 ; Subd: Unknown
Dallas County; ParcelID:
Legal info:
Business Name:
Description: Back-Up Inspections
PO Number:
Plan: ; Project Valuation: \$0; Total Project Square Footage: 0

For billing inquiries, please call 1-800-906-7199.

Description	Quantity	Rate	Net Amount
Backup Inspection 10	1.00	3,144.160	3,144.16

Invoice Subtotal			3,144.16
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Payment Terms: 30 DAYS NET	Total	USD	3,144.16
Please Reference Our Invoice Number With Your Payment			
23 Residential @ \$76.92	\$1,769.16		
11 Commercial @ \$125.00	\$1,375.00		
	Total at Due Date	USD	3,144.16

not paid