



Duncanville City Council Meeting Agenda

VIA VIDEOCONFERENCE – ZOOM

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

Tuesday, October 20, 2020

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

7:00 P.M. - Regular Session

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, October 20, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, October 20, 2020, email citysecretary@duncanville.com and title the email “Public Comment – October 20th. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_VyhF4P4TTEGZ5aZ03iLkPA

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

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

WORK SESSION / BRIEFING

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

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

- | | | |
|----|---|---------|
| A. | Discussion of the 2015 International Fire Code.
2015 International Fire Code | 7 |
| B. | Provide a briefing to City Council on requested Hotel Motel Tax Grants for FY20-21.
Hotel Motel Tax Grants | 8 - 10 |
| C. | Discuss Annual City Council Calendar.
Annual City Council Calendar | 11 - 15 |

EXECUTIVE SESSION

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

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

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

2. PROCLAMATIONS AND PRESENTATIONS

- A. Video presentation of Duncanville Police Officer Life Savings Bars and Children's Network Recognition.
- B. Best Southwest Partnership Annual Report presentation.

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”

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, October 20, 2020, email citysecretary@duncanville.com and title the email “Public Comment – October 20th. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

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

4. CONSENT AGENDA

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

- | | | |
|----|--|---------|
| A. | Consider the Minutes for the August 26th and 31st City Council Special Meetings.
2020-08-26 - Special City Council Meeting - UNAPPROVED
2020-08-31 - Special City Council Meeting - UNAPPROVED | 16 - 19 |
| B. | Consider a Resolution approving the terms and conditions of a Professional Services Agreement PSA-20-077 with Pacheco Koch, LLC., for U.S. Highway 67 Green Ribbon Landscape Construction Inspection and Grant Management Services in an amount not to exceed \$66,250.00.
67 Green Ribbon Landscape | 20 - 39 |
| C. | Consider a Resolution rejecting the bid of Ortega Land Clearing, LLC authorizing award of bid #20-027, Meadowcreek Dr. Bag Wall Erosion Control, attached hereto and incorporated herein as Exhibit "A", to Knight Erosion Control, Inc, in the amount not to exceed \$166,236.26.
Meadowcreek Bag Wall | 40 - 51 |
| D. | Consider a Resolution approving an 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.
Interlocal Agreement for DSO Highway Services | 52 - 62 |
| E. | Consider a Resolution authorizing a Cooperative Purchasing Agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS), Contract 17110501 Wastewater Improvements – Pipebursting, for the Public Works Department, with an estimated expenditure amount of \$996,483.00.
FY 21 Pipebursting Improvements | 63 - 78 |
| F. | Consider a Resolution authorizing execution of Amendment No. 3, City of Grand Prairie Contract #16133 an Interlocal Cooperative Agreement, with Curtco, Inc. for Pavement Crack and Joint Sealing Services for the | 79 - 88 |

predetermined prices set forth in Amendment No. 2, with an estimated expenditure amount of \$150,000.00.

[Curtco Crack Sealing FY21](#)

- | | | |
|----|---|-----------|
| G. | Consider a Resolution authorizing the purchase of personal computer hardware and related equipment from Unique Digital Inc., using the Texas Department of Information Resources (DIR), Contract DIR-TSO-4299, in and amount not to exceed \$149,449.04.
<u>Unique Digital Inc.</u> | 89 - 95 |
| H. | Consider a Resolution authorizing a purchase agreement with Ring Central, Inc. for a cloud PBX (telephone and communications data systems and solution), other related equipment, and services using The Interlocal Purchasing System (TIPS) Contract 180304 in the estimated amount of \$89,170.92.
<u>Ring Central, Inc.</u> | 96 - 119 |
| I. | Consider a Resolution authorizing the purchase of audiovisual and related equipment using Cooperative Contract from Digital Resources Inc. through Texas Association of School Boards Buyboard Contract #579-19 in the amount of \$224,150.46.
<u>Digital Resources Inc.</u> | 120 - 143 |
| J. | Consider a Resolution authorizing a purchase agreement with Dell Marketing, LP., for new hardware, software, technology services, and maintenance and support services and other related equipment, using State of Texas Department of Information Resources Cooperative Contract DIR-TSO-3763 in an amount not to exceed \$75,664.82.
<u>Dell Marketing, LP</u> | 144 - 161 |
| K. | Consider a Resolution authorizing the purchase with Dell USA L.L.P., for virtual desktop infrastructure (VDI) hardware and related equipment, software, and deployment services using State of Texas Department of Information Resources Cooperative Contract DIR-TSO-3763 for an amount not to exceed \$453,655.56.
<u>Dell USA L.L.P.</u> | 162 - 202 |
| L. | Consider a Resolution agreeing to engage TriStem to perform a contingency based audit of 911 fees due to the City by telephone (landline) and wireless providers; authorizing the Interim City Manager to execute the contract and addendum.
<u>TriStem</u> | 203 - 223 |
| M. | Consider a Resolution authorizing a Cooperative Purchase for police mobile computer hardware, related equipment, and software from GTS Technology Solutions, Inc. using the Texas Department of Information Resources (DIR) Contract DIR-TSO-4025 in the amount of \$140,174.98.
<u>GTS Technology Solutions, Inc.</u> | 224 - 238 |
| N. | Consider an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 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 | 239 - 262 |

and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance 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 ordinance to the company and the ACSC's legal counsel.

[Atmos Cities Steering Committee](#)

- | | | |
|----|---|-----------|
| O. | Consider a Resolution authorizing an amendment to resolution 2020-004R approved on August 4, 2020 for an increase in the amount of \$25,000.00 for a new annual amount up to \$127,501.00 for the FY 2019 annual procurement, and a renewal/extension amount of \$200,000.00 for the FY 2021 annual procurement with Visiting Nurse Association using interlocal cooperative contract, with the City of Grand Prairie contract #17124, for the senior meal program service. | 263 - 276 |
|----|---|-----------|

[VNA Senior Meal Program](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- | | | |
|----|--|-----------|
| A. | Consider an Ordinance amending the Code of Ordinances by repealing Chapter 12, 'Miscellaneous Offenses and Provisions', Article XX, 'Sale of Alcoholic Beverages', in its entirety, and replacing it with a new Article XX, 'Sale of Alcoholic Beverages' and providing a repealing clause; Providing a severability clause, providing a savings clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00). | 277 - 287 |
| | <u>Amendment to the Alcohol Ordinance 1852R</u> | |
| B. | Consider a Boards and Commissions appointment to the TIF (Tax Increment Financing Reinvestment Zone Number One) Board. | 288 - 289 |
| | <u>Appointment to TIF Board</u> | |
| C. | Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$45,000 to the Great American Shoot-Out to directly enhance and promote tourism and the hotel industry. | 290 - 308 |
| | <u>Great American Shoot-Out</u> | |
| D. | Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$6,750 to the Duncanville Noon Lions Club 70th Annual Sandra Meadows Classic. | 309 - 322 |
| | <u>Duncanville Noon Lions Club 70th Annual Sandra Meadows Classic</u> | |
| E. | Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$26,000 to the Duncanville Community Theatre to directly enhance and promote tourism and the hotel industry. | 323 - 344 |
| | <u>Duncanville Community Theatre</u> | |
| F. | Consider a Resolution approving a twelve-month agreement between the City of Duncanville and the Duncanville Chamber of Commerce awarding a Hotel Occupancy Tax grant to the Duncanville Chamber of | 345 - 354 |

Commerce located at 300 E. Wheatland Road in the amount of \$17,760 for FY20-21, to serve as the official Duncanville Visitor Center.

[Duncanville Chamber of Commerce](#)

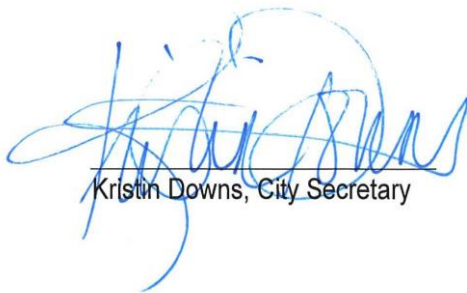
- G. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

- A. Receive the Monthly Financial Report as of August 31, 2020. 355 - 369
[Monthly Financial Report - August](#)
- B. Receive the Fire Department Quarterly Report.
- C. Receive the Police Department Quarterly Report.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Thursday, October 15, 2020 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Kristin Downs, City Secretary

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

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

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

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



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Discussion of the 2015 International Fire Code.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Sam Rohde, Fire Chief

Steve Wakeland, Fire Marshal

BACKGROUND/HISTORY:

The City of Duncanville Fire Department first adopted the International Code Council (ICC) codes in 2000, including the International Fire Code. The International Code Council is dedicated to developing model codes and standards used in the design, build and compliance process to construct safe, sustainable, affordable and resilient structures. The adoption of the most current code editions and amendments assures that the City of Duncanville's Building and Fire Codes are consistent with the surrounding cities in keeping with the intent of the ICC and NCTCOG recommendations.

POLICY EXPLANATION:

In 2017, the City Council adopted City Ordinance 2298, adopting the International Fire Code, 2015 Edition, as the City of Duncanville Fire Code. The Duncanville Fire Department, Fire Prevention Office, currently enforces the International Fire Code, 2015 Edition, and adopted City Ordinances related to the Fire Code.

The objective of this presentation is to provide Council with a general overview of the adopted International Fire Code, 2015 Edition, answer any questions Council may have regarding the adopted fire code requirements for fire alarm and fire sprinkler systems, and to seek City Council direction to leave the adopted fire code as is, or make additional amendments to the adopted fire code.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

N/A



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Provide a briefing to City Council on requested Hotel Motel Tax Grants for FY20-21.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 5. Grow Duncanville (Culture, Sports, Technology)
 - Goal: N/A
 - WorkPlan Item N/A

STAFF RESPONSIBLE:

Jessica James - Economic Development Director

BACKGROUND/HISTORY:

The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room in 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 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.

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 or visitor information center.
- 2-) Paying the administrative costs for facilitating convention registration.
- 3-) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
- 4-) Expenditures that promote the arts.

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

- a. 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.”
- b. The hotel occupancy tax funded programs and events are advertised and open to the general public.
- c. 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 expenses, directly related to a sporting event within counties with a population of fewer than one million.

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

8-) Funding transportation systems for tourists.

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

POLICY EXPLANATION:

The City Council approves all Hotel Motel Tax expenditures. The City has received the following grant requests for FY20-21 including:

- \$6,750 - Duncanville Noon Lion Club 70th Annual Sandra Meadows Classic; and
- \$26,000 - Duncanville Community Theatre; and
- \$45,000 - Great American Shoot-Out; and
- \$17,760 - Duncanville Chamber of Commerce to serve as the official Duncanville Visitor Center.

FUNDING SOURCE:

There is no funding needed for discussion.

Contract Log #:

N/A

RECOMMENDATION:

N/A



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Discuss Annual City Council Calendar.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Paul Frederiksen, Interim City Manager

BACKGROUND/HISTORY:

Discussion on continued videoconferencing of regular City Council meetings and the Christmas Parade and Tree Lighting Ceremony.

With the continued threat of COVID-19, the State of Texas and Dallas County have maintained their directives and guidelines to limit large public events such as the upcoming Duncanville Christmas Parade and Tree Lighting Ceremony. These guidelines could change by the first weekend of December but the planning efforts necessary to provide a quality, safe event require approximately 6 weeks. We are now at that designated point in time to make a decision on the execution of the event.

Staff has been monitoring the decisions of other DFW cities regarding similar holiday events. Nearly all local cities have canceled their traditional parades, and their tree lighting ceremonies are transitioning to virtual events using various media outlets. A few cities are modifying their parades to static parades or reverse parades. The floats are lined up in a large parking lot and citizens are encouraged to drive through to view the floats and receive candy handed out by the float participants. Cedar Hill and DeSoto have canceled their parades and are currently planning a holiday movie in the park with social distancing. Personal interactions with Santa have been eliminated or modified to provide social distancing for the children and Santa. One such example is that the City of Hurst will be placing Santa in a live snow globe for photo opportunities with children on the outside. In addition, staff has contacted the Duncanville Independent School District regarding their availability to provide the traditional choir performances for the Tree Lighting Ceremony and they are unable to commit to the event at this time.

It should also be noted that prior to COVID-19, staff had planned to transition the Christmas Parade and Lighting Ceremony to the first Saturday night in December, a change from the traditional Friday evening event. Citizens and those traveling through Duncanville to get home from work on a Friday night creates significant traffic issues for our Police officers and volunteers at the detours and road closures. Staff believes that traffic will be significantly less on Saturday night and will also allow our

citizens ample time to prepare for the evening events if they are not having to rush home on a Friday night. If Council has any concerns regarding this change moving forward, please provide that feedback.

Options:

1. Continue with Parade and Tree Lighting Ceremony
2. Cancel the events due to COVID-19
3. Cancel the events due to COVID-19 and direct staff to create alternate events to celebrate the holiday season. Ideas include a reverse parade, virtual tree lighting, small events at the Recreation Center, Holiday Movie in the Park with limited capacity.

POLICY EXPLANATION:

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

FUNDING SOURCE:

NA

Contract Log #:

NA

RECOMMENDATION:

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

ATTACHMENTS:

[Attachment 1 - City Council Calendar](#)

ATTACHMENT 1

October 2020

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 27	28	29	30	Oct 1	2	3
4	5 6:00pm Joint Meeting w/P&Z (ZOOM)	6 Meeting canceled National Night Out - CANCELED	7	8	9	10
11	12 6:00pm Joint Meeting w/Park Board (Chambers)	13	14	15	16	17
Early Voting						
			TML - 2020 Annual Conference - From Crisis to Recovery: Texas Cities Rebound and Rebuild			duncanSWITCH - Chamber Event
18	19	20	21 8:30am Audit Meeting	22 6:00pm Joint Meeting	23	24 9:00am Fire Truck Pull
Early Voting						
	6:00pm Joint Meeting w/P&Z (ZOOM)?	6:00pm City Council Meeting - ZOOM (City Council Briefing)		w/DCEDC Chambers?		
25	26	27	28	29	30	31
Early Voting						
		5:00pm Workshop (ZOOM)				

City Council Calendar

1

10/12/2020 10:41 AM

ATTACHMENT 1

November 2020

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 1	2	3 Election Day Meeting canceled	4	5 3:00pm Bus Tour w/Candidates	6 10:00am Candidate Interview 1:00pm Candidate Interview 3:00pm Candidate	7 9:00am Candidate Interviews 11:00am Candidate Interview
8	9	10	11	12	13	14
15	16	17 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	18	19	20	21 duncanSWITCH - Chamber Event
22	23 7:00am Pancake Breakfast	24	25	26	27	28
29	30	Dec 1	2	3	4	5

ATTACHMENT 1

December 2020

December 2020							January 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	8	9
20	21	15	16	17	18	19	17	18	19	20	21	22	23
27	28	22	23	24	25	26	24	25	26	27	28	29	30
		29	30	31			31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 29	30	Dec 1 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	2	3	4	5
6	7	8	9	10	11	12
13	14	15 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	16	17	18	19 duncanSWITCH - Chamber Event
20	21	22	23	24	25	26
27	28	29	30	31	Jan 1, 21	2

Duncanville City Council Meeting Minutes
Special Meeting
Wednesday, August 26, 2020

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Wednesday, August 26, 2020, at 6:00 p.m. via videoconference with a quorum to wit:

COUNCIL VIA VIDEO
CONFERENCING:

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

STAFF VIA VIDEO
CONFERENCING:

City Secretary, Kristin Downs

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 by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Special Meeting by video conference at 6:00 pm on Tuesday, July 28, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, August 18, 2020, email citysecretary@duncanville.com and title the email “Public Comment – August 18th. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments.

Register in advance for this webinar:
https://us02web.zoom.us/webinar/register/WN_nDlvzliKShqO7fAlfSi11Q

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

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

- 1. **CALL TO ORDER**

- 2. **RECEIVE PUBLIC COMMENTS (SEE ABOVE COMMENTS).**
None.

- 3. **DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:**
 - Audit Committee
 - Board of Adjustment
 - City Planning & Zoning Commission
 - Duncanville Community and Economic Development Corporation Board (DCEDC)
 - Duncanville Neighborhood Vitality Commission
 - Keep Duncanville Beautiful Board
 - Library Advisory Board
 - Multicultural Social Engagement Partnership
 - Park & Recreation Advisory Board
 - Sign Control Board

- TIF (Tax Increment Financing Reinvestment Zone Number One)
- Tri-Cities Animal Control Board

Council discussed and appointed members to the boards.

4. **DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION OF POSSIBLE BOARDS.**

Councilmember Anderson recommended the Sign Control Board combine with the Planning & Zoning Commission.

Council concluded to reevaluate the board and research if both boards can serve as one board with state laws and if allowed consider moving the Sign Control Board to the Planning & Zoning Commission in 2021.

Mayor Gordon recessed Regular Session at 7:16 p.m.

5. **EXECUTIVE SESSION**

The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel) to discuss appointments, dismissals and/or duties to the Planning and Zoning Commission, Board of Adjustment, Duncanville Community and Economic Development Corporation Board, and TIF (Tax Increment Financing Reinvestment Zone Number One).

The Executive Session was called into session at 7:19 p.m. and Mayor Gordon read the item into record.

The Council closed the Executive Session at 8:00 p.m.

6. **RECONVENE INTO OPEN SESSION**

Take any necessary or appropriate action on closed/executive session matters.

Regular Session was reconvened at 8:05 p.m.

Mayor Gordon read the nominations. The City Secretary will advertise for the following boards; Zoning Board of Adjustment, Sign Control Board, and the Duncanville Neighborhood Vitality Commission.

City Planning & Zoning Commission Appointment for 2 Year Terms 1. Jana McBroom 2. Greg Zylka 3. Betty Culbreath 4. Eric Pena	Sign Control Appointment for 2 Year Terms 1. Patricia Fields 2. Leslie Bruce 3. TBD
Zoning Board of Adjustment Appointment for 2 Year Terms 1. Carolyn Thompson 2. Charles Smith 3. Bobby Lydia Alt 1. Yolanda Columbus Alt 2.- TBD	DCEDC Appointment for 2 Year Terms 1. Derwin Broughton 2. Kenneth Govan 3. Tammy Abney 4. Steve Dial
Park & Recreation Advisory Board Appointment for 2 Year Terms 1. Alexander McLachlan 2. Mary (Beth) Farrell 3. Constance Willis Appointment for 1 Year Term 1. Jeremy Koontz	TIF Appointment for 2 Year Terms 1. Alex Wheeler 2. Lawrence Golden 3. Yashachika Gipson (replace daniel flores)
Library Adivosry Board Appointment for 2 Year Terms 1. Cindy Clinton 2. Susan Butsch 3. Jan Knoll 4. Barbara Boddie 5. Shannon Gable	Duncanville Neighborhood Vitality Commission Appointment for 2 Year Terms 1. Brenda O'Brien 2. Tonya Savage 3. Tim Perry Appointment for 1 Year Term 1.
Keep Duncanville Beautiful Board Appointment for 2 Year Terms 1. Sylvia Wilson Clark 2. Barbara McComb 3. Alice Arnold 4. Yerahi Lopez 5. Demetra Miller Appointment for 1 Year Term 1. Jose Perales	Multicultural Social Engagement Partnership Appointment for 2 Year Terms 1. Dr. Lavern Holyfield 2. Ann Perry 3. Annette Menefee 4. Loletha Moore
	Regional Animal Shelter Board Appointment for 2 Year Terms 1. Ed Priest

ADJOURNMENT

The meeting was adjourned at 8:05 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Special Meeting
Monday, August 31, 2020

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Monday, August 31, 2020, at 6:08 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember Joe Veracruz
Mayor Pro Tem Don McBurnett
Councilmember Monte Anderson
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

COUNCIL ABSENT: Councilmember At-Large Patrick Harvey

- 1. **Call to Order.**
- 2. **Receive Public Comments.**
None.

Regular Session was recessed at 6:09 p.m.

The Executive Session was called into session at 6:09:30 p.m. and Mayor Gordon read the item into record.

- 3. **The City Council may convene into closed executive session under Section 551.071 and 551.074 to seek legal advice from the City Attorney or to deliberate a personnel matter concerning the hiring assignment or evaluation of an employee to wit City Manager.**

The Council closed the Executive Session at 8:26 p.m.

ADJOURNMENT

The meeting was adjourned at 8:27 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution approving the terms and conditions of a Professional Services Agreement PSA-20-077 with Pacheco Koch, LLC., for U.S. Highway 67 Green Ribbon Landscape Construction Inspection and Grant Management Services in an amount not to exceed \$66,250.00.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

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

Jacqueline Culton, P.E. - Assistant Director of Public Works

BACKGROUND/HISTORY:

U. S. Highway 67 is currently being widened and improved within the cities of Duncanville and Cedar Hill by the Texas Department of Transportation (TXDOT). Estimated substantial completion date of the Highway 67 construction improvements according to TXDOT is Fall 2020. TXDOT no longer allocates funds for landscape improvements as a part of highway construction improvement projects. Instead, TXDOT has instituted a Green Ribbon Grant Fund program which provides grants to local governments for the construction of softscape elements (landscape planting and irrigation) associated with a landscape design.

In June 2017, the cities of Duncanville and Cedar Hill jointly applied for a Green Ribbon Grant for landscape improvements at Wintergreen Road and U. S. Highway 67. TXDOT awarded the cities \$486,000 for proposed landscaping improvements at the Wintergreen Road locations. In June 2019, the City of Duncanville applied for additional Green Ribbon Grant Fund monies for landscape improvements at Cockrell Hill Road and U. S. Highway 67. TXDOT awarded the City an additional \$1 million for the proposed landscape improvements. During the design of these improvements, TXDOT made the determination that cities with Green Ribbon Funding would be required to locally bid and provide construction administration and inspection of their respective Green Ribbon projects. This was a departure from TXDOT's original intent to provide bidding and construction management and inspection services of cities' Green Ribbon projects and was not contemplated, nor planned for, by Duncanville.

Therefore, the City of Duncanville is proposing a Professional Services Agreement with Pacheco Koch, LLC., for Green Ribbon grant management, construction management and inspection services. Since the City of Duncanville and the City of Cedar Hill will bid their respective Green Ribbon landscaping projects together due to the proximity of each project and to achieve better pricing due to a larger scope of work for one construction contract, Cedar Hill will also contract with Pacheco Koch,

LLC., for these services. Such services include managing grant records in accordance with the grant guidelines, request grant reimbursement requests to TXDOT, construction inspection, monitoring of contractor compliance with contract requirement for quality, review of shop drawings, product submittals, and responding to the landscape contractor's request for information.

POLICY EXPLANATION:

Staff is seeking City Council's approval to implement a professional services agreement for the U.S. Highway 67 Landscape Corridor Design and authorization for grant management, construction management and inspection services. This contract is for professional engineering services which is exempt from competitive bidding per Texas Government Code Chapter 2254. This contract is compliant with Texas Purchasing statutes.

FUNDING SOURCE:

Funds for this project have been budgeted in the Capital Improvements Program Street Fund in the amount of \$66,250.00 however, TxDOT has allocated \$60,000 to reimburse the City for this expense.

Contract Log #:

1413

RECOMMENDATION:

Staff recommends approval of a Resolution approving the terms and conditions of a Professional Services Agreement PSA-20-077 with Pacheco Koch, LLC, for U.S. Highway 67 Green Ribbon Landscape Construction Inspection and Grant Management Services in an amount not to exceed \$66,250.00.

ATTACHMENTS:

[Attachment 1 - Resolution No. 2020-064 Pacheco Koch US 67 Landscape Corridor Designs - with Exhibit A](#)

[Attachment 2 - SAMS-PACHECO KOCH 2020](#)

RESOLUTION NO. 2020-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT #20-077 FOR U.S. HIGHWAY 67 GREEN RIBBON GRANT MANAGEMENT AND CONSTRUCTION INSPECTION PROFESSIONAL SERVICES AGREEMENT WITH PACHECO KOCH, LLC., ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED \$66,250.00; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to relieve traffic congestion and provide better mobility for southern Dallas County, the Texas Department of Transportation (TXDOT) is widening a six-mile length of U.S. Highway 67 from Belt Line Road in Cedar Hill through Duncanville to Interstate Highway I20; and

WHEREAS, TXDOT has implemented a Green Ribbon Grant fund program for innovative landscaping enhancements along Texas roadways; and

WHEREAS, Green Ribbon Grant Funds for construction of landscape elements at the Wintergreen Road and Cockrell Hill Road Gateways have been received by the City of Duncanville; and

WHEREAS, the City Council authorized contract with Pacheco Koch, LLC., to design Green Ribbon Grant landscaping along the U.S. Highway 67 widening project corridor; and

WHEREAS, the Texas Department of Transportation (TXDOT) has placed responsibility for awarding bid, managing and inspecting construction of Green Ribbon Grant landscaping improvements on local cities including the City of Duncanville; and

WHEREAS, the City of Duncanville has \$64,000.00 available in the Capital Improvements Program Street Fund to fund Green Ribbon Grant management and construction inspection and construction management of the landscape improvements; and

WHEREAS, the City of Duncanville City Council desires to contract with Pacheco Koch, LLC., for these grant management and construction inspection services to construct the detailed landscaping and hardscaping design plan for the U.S. Highway 67 corridor to benefit the citizens of Duncanville.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of the professional services agreement in an amount not to exceed \$66,250.00 for U. S. Highway 67 Green Ribbon Grant Management and Construction Inspection with Pacheco Koch, LLC.; and, the City Manager is hereby authorized to execute said Agreement.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 3. That all provisions of the resolutions 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 4. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

Engineering Consultant Services for Land Surveying & Landscape Architecture Services U.S. 67 ROW Landscape Construction Administration

Professional Services Contract PSA-20-077

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

Pacheco Koch Consulting Engineers, Inc.
7577 Rambler Road, Suite 1400
Dallas, TX 75231
Attn: Mark A. Pacheco, P.E., R.P.L.S.
President
mpacheco@pkce.com

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

Section 1. Scope of Services

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

Section 2. Term of Contract

The term of this Contract shall begin upon execution by the Parties and shall continue until completion of services, unless sooner terminated as provided herein.

Section 3. Contractor Obligations

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

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Attachment 1, attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

EXHIBIT A

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

The total CONTRACTOR fee shall be as specified in Exhibit "B". **which shall not exceed SIXTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$66,250.00)** OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Contract, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Contract, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

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

Section 6. Time for Performance

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

Section 7. Documents

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

EXHIBIT A

Section 8. Termination

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

Section 9. Assignment

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

Section 10. Applicable Laws

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

Section 11. Execution becomes Effective

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

Section 12. Contract Amendments

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

Section 13. Severability

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

Section 14. Independent Contractor

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

EXHIBIT A

to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 15. Notice

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

If to OWNER:

City of Duncanville
Attn: Purchasing Department
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5058
sbaker@duncanville.com

If to CONTRACTOR, send to Address listed on Page 1 of this Agreement.

Section 16. Exhibits

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

Section 17. Survival of Obligations

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

Section 18. Prohibition of Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 19. Business Prohibitions

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

Section 20. Insurance

- A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than

EXHIBIT A

One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.

- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).
- D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section shall be furnished to OWNER before any services are performed under this Contract to:

City of Duncanville
Attn: Purchasing Office
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5058

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

- E. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Owner.

Section 21. Indemnification for Injury and Performance

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

EXHIBIT A

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

Section 22. Indemnification for Unemployment Compensation

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

Section 23. Indemnification for Performance

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

Section 24. Funding and Non-Appropriation Clause

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

Section 25. Revisions of Scope of Work and Workplan

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

Section 26. Right to Inspect Records

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

EXHIBIT A

transactions to the subcontract and further, that OWNER shall have access during normal working hours to all subcontractors or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. OWNER shall give the subcontractors or subcontractor reasonable advance notice of intended audits no less than 3 business days.

Section 27. Successors and Assigns

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

Section 28. Disclosure

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

Section 29. Employment Verification

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

Section 30. Default

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

Section 31. Headings

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

Section 32. Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their

EXHIBIT A

employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 33. Entire Contract

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

EXHIBIT A

(Signature page to follow)

EXHIBIT A

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

_____ day of _____, 20_____.

City of Duncanville, Texas
Owner

Signature
Paul E. Frederiksen
Interim City Manager

Pacheco Koch Consulting Engineers, Inc.
CONTRACTOR

Signature

Mark A. Pacheco, P.E., R.P.L.S.
Printed Name

President
Title

EXHIBIT A



EXHIBIT A & B

July 21, 2020
 PK No.: 2022-18.084

Mr. Bryan G. Ramey, II, P.E.
Director of Public Works
CITY OF DUNCANVILLE
 P.O. Box 380280
 Duncanville, Texas 75318

Re: Professional Civil Engineering, Land Surveying & Landscape Architecture Services
U.S. 67 ROW LANDSCAPE DUNCANVILLE CONSTRUCTION ADMINISTRATION
 Duncanville, Dallas County, Texas

Dear Mr. Ramey:

Pacheco Koch Consulting Engineers, Inc. is pleased to submit this proposal to provide professional civil engineering, land surveying and landscape architecture services relating to the referenced project. It is our understanding the project consists of Grant Management and Construction Inspection services.

Based on our preliminary discussions and the information received to date, our perception of the project is as shown on the attached documents. For your reference, please find the attached documents:

- Consultant Services Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment; and
- Exhibit C – Schedule

Pacheco Koch Consulting Engineers, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nicholas G. Nelson', is written over a horizontal line.

Nicholas G. Nelson, P.L.A., LEED®AP

DJW/aef

EXHIBIT A

EXHIBIT A to Agreement between the City of Duncanville, Texas (City), and Pacheco Koch Consulting Engineers, Inc., (Consultant) for Consulting Services

EXHIBIT 'A' – SCOPE OF SERVICES**U.S. 67 RIGHT OF WAY LANDSCAPE DUNCANVILLE CONSTRUCTION ADMINISTRATION**

Pacheco Koch Consulting Engineers, Inc. (the Consultant) has been requested to provide services on the referenced site, refer to 'Exhibit C'. Construction administration and grant management:

It is understood that the city of Duncanville (City) is responsible for consultant design fees and construction items specifically not covered by TxDOT funding.

Landscape Architecture Services

CONSTRUCTION ADMINISTRATION: *The consultant will provide limited Construction Administration services related to the work shown on the Landscape Plans.*

Included in this item:

- A representative will process shop drawings and product submittals, respond to RFIs, and issue supplemental instructions if required related to the work shown on the Landscape Architecture, Planting and/or Irrigation Plans provided by Pacheco Koch. Submittals not required by the contract documents or not related to plans developed by the landscape architect will not be reviewed.
- At the request of the Owner, the Consultant will visit the site at critical junctures during the course of site construction up to three (3) times. Recommended times for site visits could include:
 - Paving mockups and site formwork/reinforcing.
 - Testing of the irrigation main line and landscape drainage structures.
 - Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
 - Substantial Completion Walk-Through.
 - Final Completion Walk-Through.

Not Included in this item:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

EXHIBIT A

EXHIBIT A to Agreement between the City of Duncanville, Texas (City), and Pacheco Koch Consulting Engineers, Inc., (Consultant) for Consulting Services

Grant Management and Construction Inspection Services

TxDOT GRANT MANAGEMENT: The Consultant will manage grant records in accordance with the grant guidelines.

Included in this item:

- Quarterly Reports - Produce quarterly reports based on Green Ribbon awards.
- Request for reimbursement - Collect invoices and supporting documents, complete request for reimbursement forms, and prepare and finalize reimbursement forms as coordinated with city staff.
- Project closeout report - Provide close-out reporting and also ensure project management requirements have been fulfilled.
- Provide final binder of all activities to be kept on record.

CONSTRUCTION INSPECTION: The Consultant will provide construction inspection in accordance with the grant guidelines.

Included in this item:

- Half-time construction inspection.
- Review of Daily activity log of progress and status of completion.
- Regular construction reports.
- Monitor and schedule materials testing.
- Review construction materials reports.
- Complete SW3P and Barricade Reports.
- Complete a quarterly labor interviews.
- Prepare and Update EMS Binder.
- Monitor contractor compliance with contract requirement for quality and record keeping.
- Provide a final binder of all activities to be kept on record.

EXHIBIT A

EXHIBIT B to Agreement between the City of Duncanville, Texas (City), and Pacheco Koch Consulting Engineers, Inc., (Consultant) for Consulting Services

**'EXHIBIT B' COMPENSATION AND METHOD OF PAYMENT
US 67 RIGHT OF WAY LANDSCAPE DUNCANVILLE CONSTRUCTION
ADMINISTRATION**

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the Consultant shall be compensated a maximum total fee of \$66,250.00. The OWNER'S portion as described in Article VI is summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services. This is detailed below as described herein.

Landscape Architecture Services

<i>CONSTRUCTION ADMINISTRATION</i>	\$ 4,000.00
------------------------------------	-------------

TOTAL	\$ 4,000.00
--------------	--------------------

Grant Management and Construction Inspection Services

<i>TXDOT GRANT MANAGEMENT</i>	\$30,250.00
<i>CONSTRUCTION INSPECTION</i>	<u>\$30,000.00</u>

TOTAL	\$60,250.00
--------------	--------------------

<i>REIMBURSABLE EXPENSES (not to exceed)</i>	\$ 2,000.00
--	-------------

MAXIMUM CONTRACT TOTAL: \$ 66,250.00

METHOD OF PAYMENT:

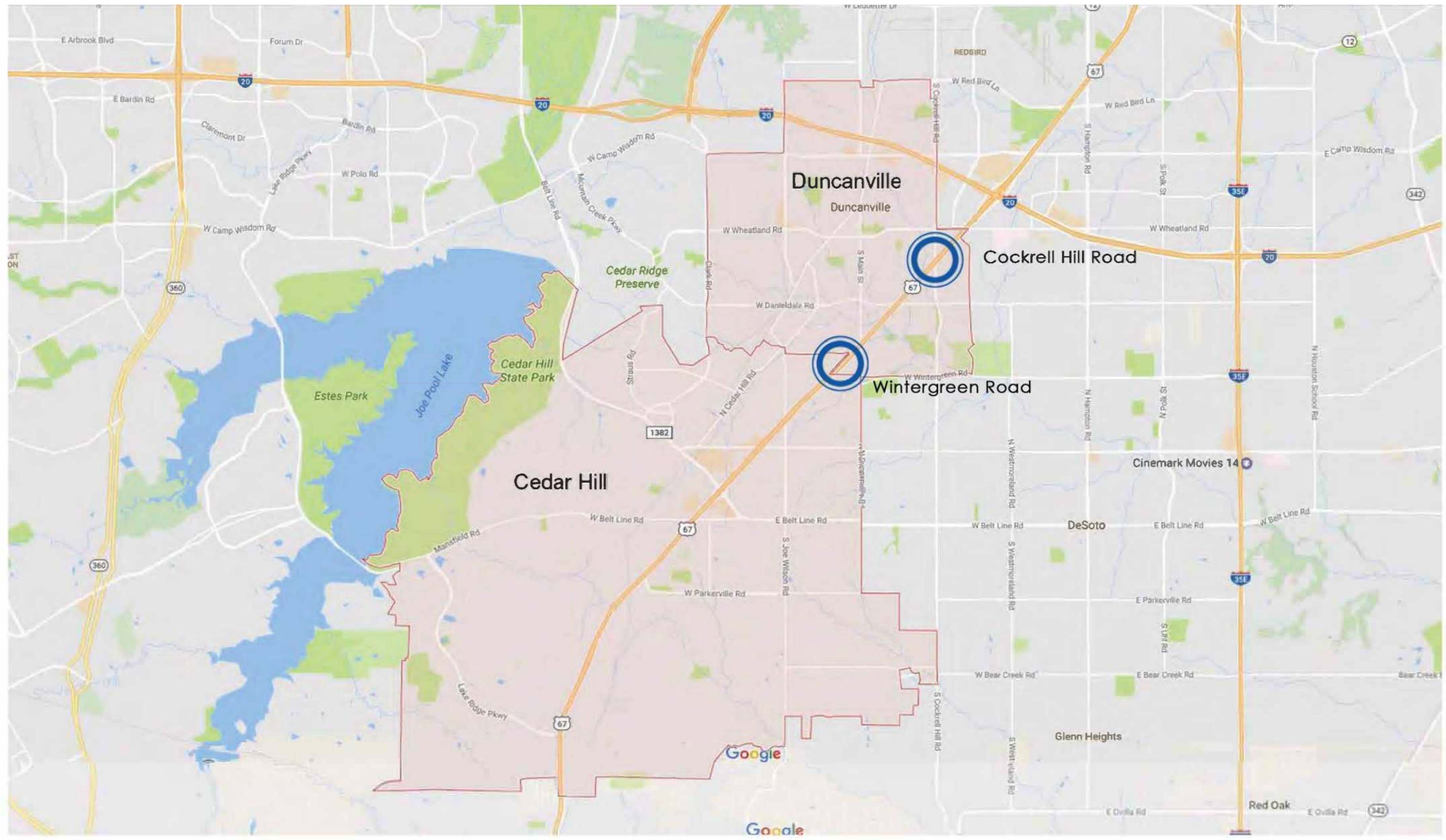
The Consultant shall be paid as described in Article VI of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the Consultant.

Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the Consultant's cost.

END OF EXHIBIT 'B'

EXHIBIT A

Page 17 of 17



Duncanville HWY 67 Corridor Landscape
Duncanville, Texas

Exhibit C



SAM Search Results
List of records matching your search for :

Search Term : Pacheco Koch Consulting Engineers, Inc.*
Record Status: Active

ENTITY	Pacheco Koch Consulting Engineers, Inc.	Status: Active
DUNS: 614199834	+4:	CAGE Code: 1WSN6 DoDAAC:
Expiration Date: 06/30/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 7557 Rambler Rd Ste 1400		
City: Dallas	State/Province: TEXAS	
ZIP Code: 75231-2388	Country: UNITED STATES	



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution rejecting the bid of Ortega Land Clearing, LLC authorizing award of bid #20-027, Meadowcreek Dr. Bag Wall Erosion Control, attached hereto and incorporated herein as Exhibit "A", to Knight Erosion Control, Inc, in the amount not to exceed \$166,236.26.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

In December 2018, the resident at 370 Meadowcreek Drive informed the Public Works Department about severe erosion occurring over-top the City drainage outfall into Stewart Branch Creek. Staff engaged Dunaway & Associates to design a solution addressing the associated issues.

When the existing drainage system serving Whispering Hills Addition was constructed in 1983, the design was prepared using a lower criterion of a 25-year storm event for calculating drainage as opposed to the current requirements of a 100-year storm event. Within the last decade, the City has experienced a higher frequency of significant rainfall events exceeding the capacity of this drainage system. These events have caused severe degradation of the system's downstream segment. Some of the items impacted include the outfall headwall, the drainage pipe, eroded soil above the pipe, the driveway, and the bag wall behind 370 Meadowcreek Drive (Attachment 2). These issues will be remedied under two contracts due to the unique construction requirements of the bag wall. The first contract will replace the stormwater pipe, outfall headwall, and driveways and was approved by Council on September 15, 2020. The second contract, which is considered under this action, will replace the bag wall and protect the drainage improvements installed under the other contract.

This contract will provide for the construction of the bag wall that will replace the existing bag wall. The proposed wall will be taller than the older, failing wall to achieve the desired slope between the driveway and top of the wall. The new wall will also be constructed on bedrock to provide a more solid footing. The project area is exhibited in Attachment 1, the existing site conditions are exhibited in Attachment 2.

Bag walls are constructed using woven bags made of a biodegradable material, filled with a sand and cement mixture, and stacked in layers using a running bond pattern. Layers are tied together using

steel rebar between bags. Bag wall construction is advantageous in limited access areas such as this project. Bag walls are not classified as freestanding walls but rather soil armor coating preventing creek bank erosion.

The Invitation to Bid IFB-20-027 was advertised in the Focus Daily News on August 14, 2020, and August 21, 2020. The bid request was also advertised through the bidding notification system for Public Purchase, Black Chamber of Commerce, Hispanic Chamber of Commerce, Regional Hispanic Contractors, Black Contractors Association, North Texas Regional Certification Agency, 684 Historically Utilized Business (HUB) vendors from the State of Texas Centralized Master List, were notified via email. The City received three completed bids prior to bid closing on September 8, 2020. Ortega Land Clearing, LLC a Certified MBE from Fort Worth, Texas, was the lowest bidder (Attachment 3); however, after reviewing references and prior jobs, it was determined Ortega Land Clearing, LLC does not possess the experience required for this project, Attachment 4 & 5 are memos explaining the disqualification. The second lowest base bid was submitted by Knight Erosion Control Inc., from Arlington, Texas.

POLICY EXPLANATION:

City of Duncanville (City) received bids on September 8, 2020, for Meadowcreek Drive Erosion Control Wall Improvements. Upon conclusion of the bid process it appeared that Ortega Land Clearing, LLC to be the low bidder; however, upon further review and discussions with the additional references provided by Ortega Land Clearing LLC, the Public Works, and Purchasing Department staff is recommending to reject Ortega Land Clearing, LLC bid for the lack of experience and qualifications according to the bid specifications and detailed requirements listed in the Invitation to Bid (IFB) 20-027 Meadowcreek Drive Erosion Control Wall Improvements; upon rejection, staff recommends awarding the second-lowest bidder as the lowest responsible bidder to Knight Erosion Control, Inc. from Arlington, Texas, in the amount of \$166,236.26. This project was bid in compliance with Texas municipal purchasing statutes

FUNDING SOURCE:

\$166,236.26 is allocated in the FY21 Drainage Capital Improvements Projects budget for this project.

Contract Log #:

1433

RECOMMENDATION:

Staff recommends approval of a Resolution rejecting the bid of Ortega Land Clearing, LLC authorizing award of bid #20-027, Meadowcreek Dr. Bag Wall Erosion Control, attached hereto and incorporated herein as Exhibit "A", to Knight Erosion Control, Inc, in the amount not to exceed \$166,236.26.

ATTACHMENTS:

[Attachment 1- Project Location Map](#)

[Attachment 2 - Existing Site Conditions](#)

[Attachment 3 - IFB 20-027 Bid Tab](#)

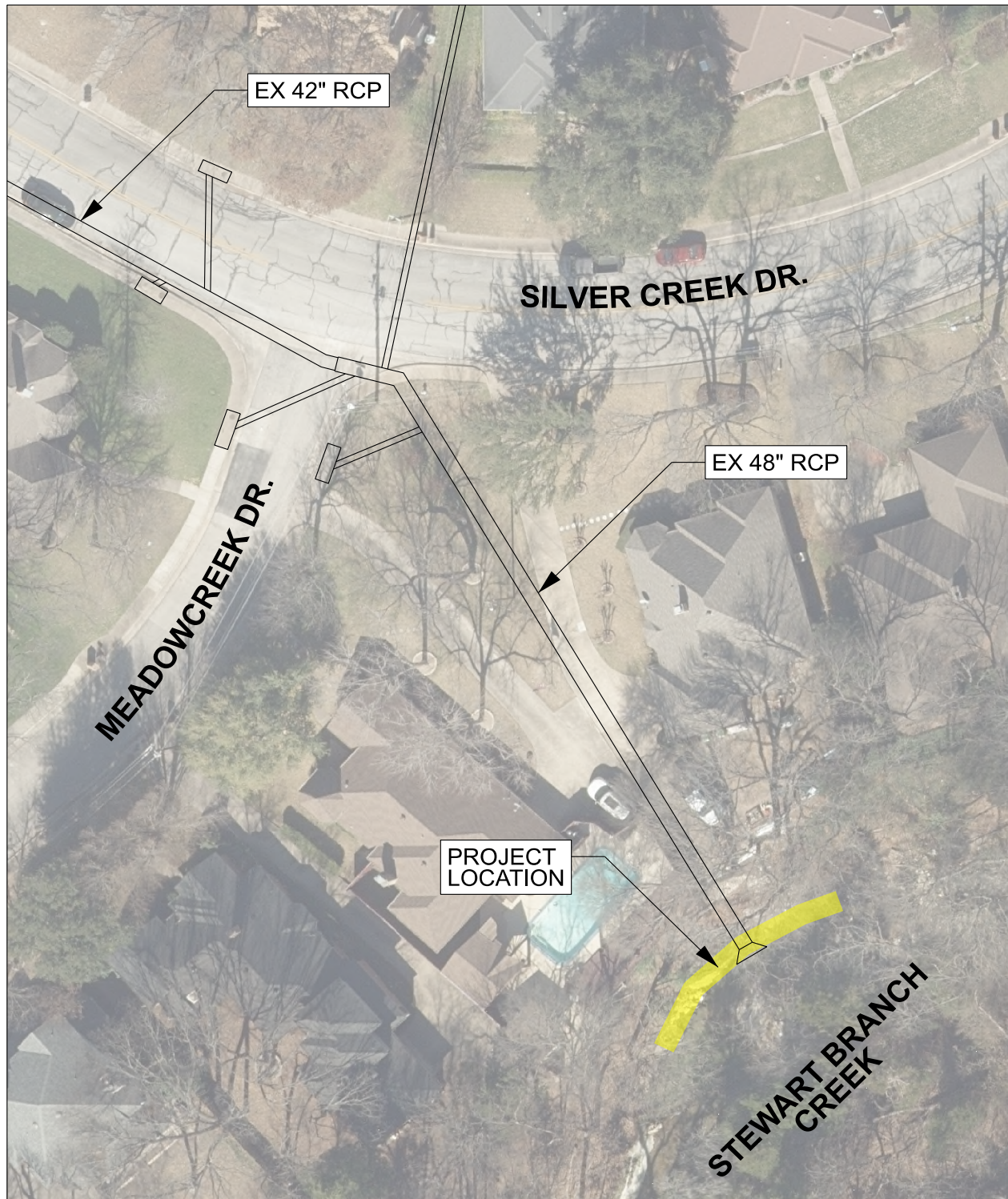
[Attachment 4 - Recommendation of Award from Purchasing](#)

[Attachment 5 - Summary of Disqualification](#)

[Attachment 6 - Resolution No. - 2020-029 - Meadowcreek Bag Wall Improvement](#)

[Attachment 7 - SAMS- KNIGHT EROSION CONTROL INC-2021](#)

ATTACHMENT 1 - PROJECT LOCATION MAP



MEADOWCREEK DR - BAGWALL IMPROVEMENTS
CITY OF DUNCANVILLE PUBLIC WORKS DEPARTMENT
AT STEWART BRANCH CREEK



ATTACHMENT 2



ATTACHMENT 2



ATTACHMENT 2



ATTACHMENT 3

Owner: Project:	City of Duncanville, Dallas County, Texas MEADOWCREEK DRIVE EROSION CONTROL IMPROVEMENTS			Bidders Name & Address Ortega Land Clearing, LLC 3708 Stone Creek Pkwy Fort Worth, TX 76137 361-728-3151		Bidders Name & Address Knight Erosion Control, Inc PO Box 202541 Arlington, TX 76006-8541 817-640-4442		Bidders Name & Address McMahon Contracting, L.P. 3019 Roy Orr Blvd. Grand Prairie, TX 75050 972-263-6907	
	IFB NO. 20-027								
Bid Opens	September 8, 2020 @ 2:00 pm								
Item #	Est. Qty.	Unit	Description	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension
			BAGWALL AT 370 MEADOW CREEK DR						
1	1	LS	Mobilization	\$ 5,000.00	\$ 5,000.00	\$ 8,311.46	\$ 8,311.46	\$ 14,374.50	\$ 14,374.50
2	1	LS	Dewatering	\$ 1,000.00	\$ 1,000.00	\$ 6,412.00	\$ 6,412.00	\$ 35,242.50	\$ 35,242.50
3	220	CY	Wall Footing Excavation	\$ 300.00	\$ 66,000.00	\$ 48.25	\$ 10,615.00	\$ 100.91	\$ 22,200.20
4	1220	SF	Installation of R-Rap Wall	\$ 42.30	\$ 51,606.00	\$ 115.49	\$ 140,897.80	\$ 200.17	\$ 244,207.40
			Bid Total		\$ 123,606.00		\$ 166,236.26		\$ 316,024.60

INDICATES MATH ERROR

ATTACHMENT 4

CITY OF DUNCANVILLE
INTER-OFFICE CORRESPONDENCE
Purchasing Department

To: John MacLean, Graduate Engineer
From: Sheila Baker - Purchasing Manager
Date: September 9, 2020
Subject: Recommendation for Award on Invitation to Bid IFB 20-0027- for Meadowcreek Erosion Control Improvements

On Monday, September 8, 2020, the Purchasing Division received three (3) completed bids in response to the subject IFB after the initial review, Ortega Land Clearing, LLC, was deemed the lowest responsive, responsible bidder, I have attached copies of the bid for evaluation.

Please review the submittal documents and provide comments as required for the recommended evaluation of this procurement.

Additionally, please return this form to me with your recommendation and/or rejection and disqualification summary no later than close of business, Wednesday, September 9, 2020. You may e-mail your reply to sbaker@duncanville.com or attach a copy to the requisition. Please retain submitted information for your record. Should you have any questions or comments, you may contact me by e-mail, or telephone at 972-780-5058.

☐ Yes, department concurs with award to vendor listed above _____
Specify Bidder Being Recommended

☒ No, department does not concur with award to vendor listed above. **A disqualification summary is attached.**


Signature

9-9-2020
Date

SHEILA,
I CONCUR WITH THE
RECOMMENDATION TO
DISQUALIFY ORTEGA DUE
TO LACK OF QUALIFIED
EXPERIENCE.


BRYAN G. RAMEY II, P.E.
DIRECTOR OF PUBLIC WORKS

ATTACHMENT 5



INTEROFFICE MEMORANDUM

TO: Sheila Baker, Purchasing Manager

FROM: John MacLean, Graduate Engineer *JDM*

THRU: Bryan G. Ramey, II, P.E. *BGR*

DATE: October 7, 2020

SUBJECT: Disqualification of IFB 20-027 Meadowcreek Erosion Control Improvements
Low Bidder – Ortega Land Clearing, LLC

On Tuesday, September 8, 2020, sealed bids proposals were received, publicly opened, and read aloud for the above referenced project. Three contractors chose to submit bids for the project. The low base bid was submitted by Ortega Land Clearing, LLC, a Certified MBE from Fort Worth, Texas in the amount of \$123,606.00. The second lowest base bid was submitted by Knight Erosion Control, Inc from Arlington, Texas in the amount of \$166,236.26.

Public Works staff conducted a Contractor Bid Scope Review and Reference Check for Ortega Land Clearing, LLC. The information provided by the references indicates Ortega does not meet the requirements to perform the IFB 20-027 Meadowcreek Erosion Control Improvements scope of work.

Staff is recommending that this contract not be awarded to the lowest bidder and that the contract be awarded to the second lowest bidder, Knight Erosion Control, Inc for \$166,263.26. Knight Erosion Control, Inc. provided a list projects of similar scope. The references that responded indicated that the work was of similar scope to the project and that Knight Erosion Control, Inc produced a high-quality product. Additionally, the City has positive previous experience with Knight Erosion Control, Inc. on previous bag wall projects

RESOLUTION NO. 2020-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REJECTING THE BID OF ORTEGA LAND CLEARING, LLC AUTHORIZING AWARD OF BID #20-027, MEADOWCREEK DR. BAG WALL EROSION CONTROL, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", TO KNIGHT EROSION CONTROL, INC, IN THE AMOUNT NOT TO EXCEED \$166,236.26; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville desires to continue its commitment to make improvements to the quality of the overall drainage infrastructure; and

WHEREAS, The City of Duncanville desires to enter into an agreement for the construction of bag wall erosion control along the stream bank within the drainage easement between 370 Meadowcreek Dr. and 418 Silver Creek Dr.; and

WHEREAS, The City of Duncanville has \$166,236.26 available in the Drainage Capital Improvements Program fund for the construction of said bag wall improvements; and

WHEREAS, The City of Duncanville desires to use these funds to benefit the citizens of Duncanville; and

WHEREAS, The City of Duncanville (the City) received bids on September 8, 2020, for Meadowcreek Drive Erosion Control Wall Improvements; Upon conclusion of the bid process, it appeared that Ortega Land Clearing, LLC to be the low bidder; however, upon further examination of references, the Public Works and Purchasing Department staff is recommending to reject Ortega Land Clearing, LLC bid for the lack of experience and qualifications according to the bid specifications and detailed requirements listed in the Invitation to Bid (IFB) 20-027 Meadowcreek Drive Erosion Control Wall Improvements; upon rejection, staff recommends to award to the second-lowest bidder as the lowest responsible bidder to Knight Erosion Control, Inc. from Arlington, Texas.

WHEREAS, The City has obtained competitive bids under IFB #20-027 and Knight Erosion Control, Inc., was the lowest responsible bid received in the amount of \$166,236.26

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

SECTION 1. The City Council of the City of Duncanville, Texas, rejects the bid of Ortega Land Clearing, LLC for the reason recited herein and hereby authorizes and awards Bid #20-027 for bag wall erosion program as provided in Exhibit "A" attached hereto and incorporated herein to Knight Erosion Control, Inc., in the amount not to exceed \$166,236.26.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

SAM Search Results
List of records matching your search for :
Search Term : Knight Erosion Control Inc*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution approving an 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.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**
 - **WorkPlan Item N/A**

STAFF RESPONSIBLE:

Robert D. Brown, Jr., 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:

The Dallas County Sheriff's Office offers a program to provide Highway Accident Investigation Services occurring on interstates and highways within Dallas County. The charge is a flat rate per year, rather than per accident. The attached interlocal agreement provides for a flat rate not to exceed \$59,000.

In the calendar year, 2019 deputies of the Dallas County Sheriff's Office (DCSO) investigated 187 vehicular accidents on Interstate 20 and U.S. Highway 67, thirty-three (33) more than in the calendar year 2018. While this represents an approximate 18% increase in highway accidents, within the City of Duncanville, investigated by DCSO, the flat rate charge has not changed. It is noteworthy that our patrol personnel do initially respond to these accidents to aid those injured and control traffic until DCSO arrives on the scene. Once there are enough deputies present to ensure everyone's safety, our personnel are relieved from the accident and can resume patrolling neighborhoods and answer other calls for service in a timely and efficient manner.

The Texas Local Government Code Chapters 271 and 791 allows for governmental agencies to voluntarily participate in these cooperative agreements.

FUNDING SOURCE:

General Funds

Contract Log #:

1058R

RECOMMENDATION:

Staff recommends approval of 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.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2019-046R - Interlocal Agreement between the City of Duncanville and Dallas County, to provide Highway Accident Investigation Services - with Exhibit A](#)

RESOLUTION NO. 2019-046R

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, City and County are governmental 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 relating 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, 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. The City Council of the City of Duncanville, Texas does hereby approve 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 of the City of Duncanville, Texas, hereby, authorizes the City Manager to execute the inter local 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 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

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

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 ("DCSO") and acting through its County Judge pursuant to authority granted by the Dallas County Commissioners Court and the City of Duncanville ("City"), both of which may be referred to collectively as the "Parties" or individually as "Party."

RECITALS

WHEREAS, City and County are governmental entities; and

WHEREAS, City desires to acquire accident investigation services from DCSO;

NOW, THEREFORE this Agreement is entered into by and between City and County pursuant to the authority granted by Texas Government Code Chapter 791 "Interlocal Cooperation Contracts" and Texas Code of Criminal Procedure Article 2.17 "Conservator of the peace" for the provision of accident investigation services to City by DCSO.

SECTION I. TERM AND TERMINATION

- A. Term: This Agreement shall be effective from October 1, 2020 through September 30, 2021 ("Term").
- B. 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, funding or resources;
 2. Non-performance; or
 3. City's failure to comply with the terms and provisions of this Agreement.

SECTION II. 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
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 in order to complete the investigation. The accident investigations 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 III. FEES

- A. Maximum Payment: City shall pay County **Fifty-Nine Thousand Dollars and No Cents (\$59,000.00) for the Term of this Agreement.**
- B. Billing and Payment: County shall bill City immediately upon execution of this Agreement for the amount stated in Section III. A. for the Term of this Agreement. City shall pay for these services within twenty (20) 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 due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. Increased Costs: If the costs of providing services to City increase beyond the amount identified in Section III. A. during the Term of this Agreement, City shall be responsible for the payment of such increased costs. County shall provide City with thirty (30) days written notice of any such increase.

SECTION IV. NOTICE

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

Dallas County Sheriff's Office
Deborah Foster
Assistant Chief of Enforcement Operations Bureau
133 N Riverfront Blvd,
Dallas, TX 75207
(214) 653-3451

City of Duncanville Police
Robert D. Brown, Jr.
Chief of Police
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5038

With a copy to:

Sonia Syed
Dallas County District Attorney's Office
411 Elm Street, 5th Floor
Dallas, TX 75202

SECTION V. IMMUNITY AND LIABILITY

- A. This Agreement is expressly made subject to City's governmental immunity and 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 City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.
- B. No waiver: County. 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 County may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorney's fees, against 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 County, its agents, officers, and/or employees.
- C. No waiver: City. 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 City may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorney's fees, against 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 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 VI. COMPLIANCE WITH LAWS

In providing services required by this Agreement, 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.

SECTION VII. 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.

SECTION VIII. 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.

SECTION IX. 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.

SECTION X. 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.

SECTION XI. DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other

remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise. City has a duty to mitigate damages.

SECTION XII. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of 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 County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that either Party is unable to fulfill its obligations under this Agreement as a result 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.

SECTION XIII. COUNTERPARTS, NUMBER/GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION XIV. 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.

SECTION XV. FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such acts 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 time period equal to the time lost by reason of the delay.

SECTION XVI. ASSIGNMENT

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

SECTION XVII. 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.

SECTION XVIII. 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.

SECTION IX. SIGNATORY WARRANTY

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

SECTION XX. VENUE AND CHOICE OF LAW

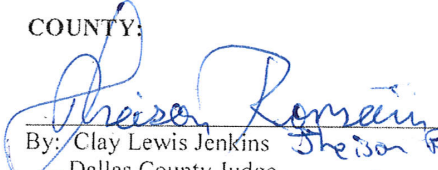
Texas law shall govern this Agreement and venue shall lie exclusively in the state and federal courts of competent jurisdiction physically located in Dallas County, Texas.

[Signatures on the following page]

The City of Duncanville has executed this Agreement pursuant to duly authorized City Council Resolution No. _____, dated _____, 2020. The County of Dallas has executed this Agreement pursuant to Commissioners Court Order No. _____ on this _____ day of _____ 2020.

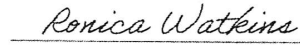
COUNTY:

CITY:


By: Clay Lewis Jenkins
Dallas County Judge
Desiree of Early Judge Jenkins

By: Barry L. Gordon
Mayor

RECOMMENDED:


By: Dr. Ronica Watkins
Budget Officer

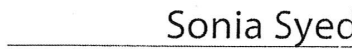
By: Robert D. Brown, Jr.
Chief of Police


By: Marian Brown
Dallas County Sheriff

APPROVED AS TO FORM*

JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

RUSSELL RODEN
CHIEF, CIVIL DIVISION


By: Sonia T. Syed
Assistant District Attorney

Digitally signed by Sonia Syed
DN: cn=Sonia Syed, o=District Attorney's
Office, ou=Civil Division,
email=sonia.syed@dallascounty.org,
c=US
Date: 2020.10.02 10:18:04 -0500

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



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution authorizing a Cooperative Purchasing Agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS), Contract 17110501 Wastewater Improvements – Pipebursting, for the Public Works Department, with an estimated expenditure amount of \$996,483.00.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**
 - **WorkPlan Item Execute FY21 Water/Wastewater Capital Improvements Program**

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

The project includes pipebursting approximately 10,302 linear feet of substandard 8-inch to 12-inch sanitary sewer main with new High-Density Polyethylene (HDPE) sewer pipe, wastewater pipeline and adjacent private sewer lateral replacements, appurtenances and landscaping, adding new manholes, manhole replacement and manhole lining. The improvements will be constructed in the following areas: Fairmeadows, Forest Hills, Skyline Haven subdivisions, N. Duncanville Road, Fairwood Place, Wren Circle, Cherry Street, E. Center Street, Cliffwood Drive, Cliffwood Court, Creekwood Court, E. Wheatland Road, Softwood Drive, Softwood Circle, Linkcrest Circle, Linkcrest Drive, & Linkcrest Drive.

Wastewater pipebursting is identified in the City's five-year capital improvements plan for wastewater system maintenance based on the age and condition of the existing infrastructure (Attachment 1). The successful completion of the project will repair structural and capacity deficiencies of the current sewer, prevent rainwater and/or groundwater inflow and infiltration, reduce sanitary sewer overflows, sewage treatment costs, as well as future sewer system maintenance costs. The City of Duncanville has realized reductions in Inflow and Infiltration (I&I) to the wastewater system with previous pipebursting projects.

Pipebursting is an effective and efficient method to replace failing, outdated or undersized sewer pipelines due, in part, to pipebursting not requiring excavation of the existing piping. Instead, pipebursting can be implemented through existing openings to the sewer system (such as the manholes) or through smaller insertion pits, rather than through excavation along the entire length of pipe. Because pipebursting does not require extensive excavation, it provides a method of correcting

pipe deficiencies with less disturbance, environmental degradation, and requires less restoration than the traditional dig-and-replace sewer pipeline replacement method.

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

The City has allocated funds for wastewater pipebursting improvements and wastewater manhole lining this fiscal year. Both wastewater pipeline and sewer manhole rehabilitation are key strategies for reducing sanitary sewer overflows as listed in the City's annual Sanitary Sewer Overflow Mitigation Plan required by the Texas Commission on Environmental Quality's, TCEQ, Sanitary Sewer Overflow Initiative. The total value of the project is \$996,483.00. This will be paid for with FY21 Utilities CIP funds. The Interlocal Purchasing System (TIPS) contract offers fixed discounts. The unit prices for work performed under this contract are the same unit prices the City negotiated under the FY20 Pipebursting contract.

POLICY EXPLANATION:

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

FUNDING SOURCE:

\$996,483.00 is allocated in the FY21 Capital Improvement Projects (Utilities Fund) budget for this project.

Contract Log #:
1451

RECOMMENDATION:

Staff recommends approval of Resolution No. 2020-090 authorizing a cooperative purchasing agreement with Vortex Companies Vortex Infrastructure Holdings, LLC through The Interlocal Purchasing System (TIPS), Contract 17110501 with an estimated expenditure amount of \$996,483.00

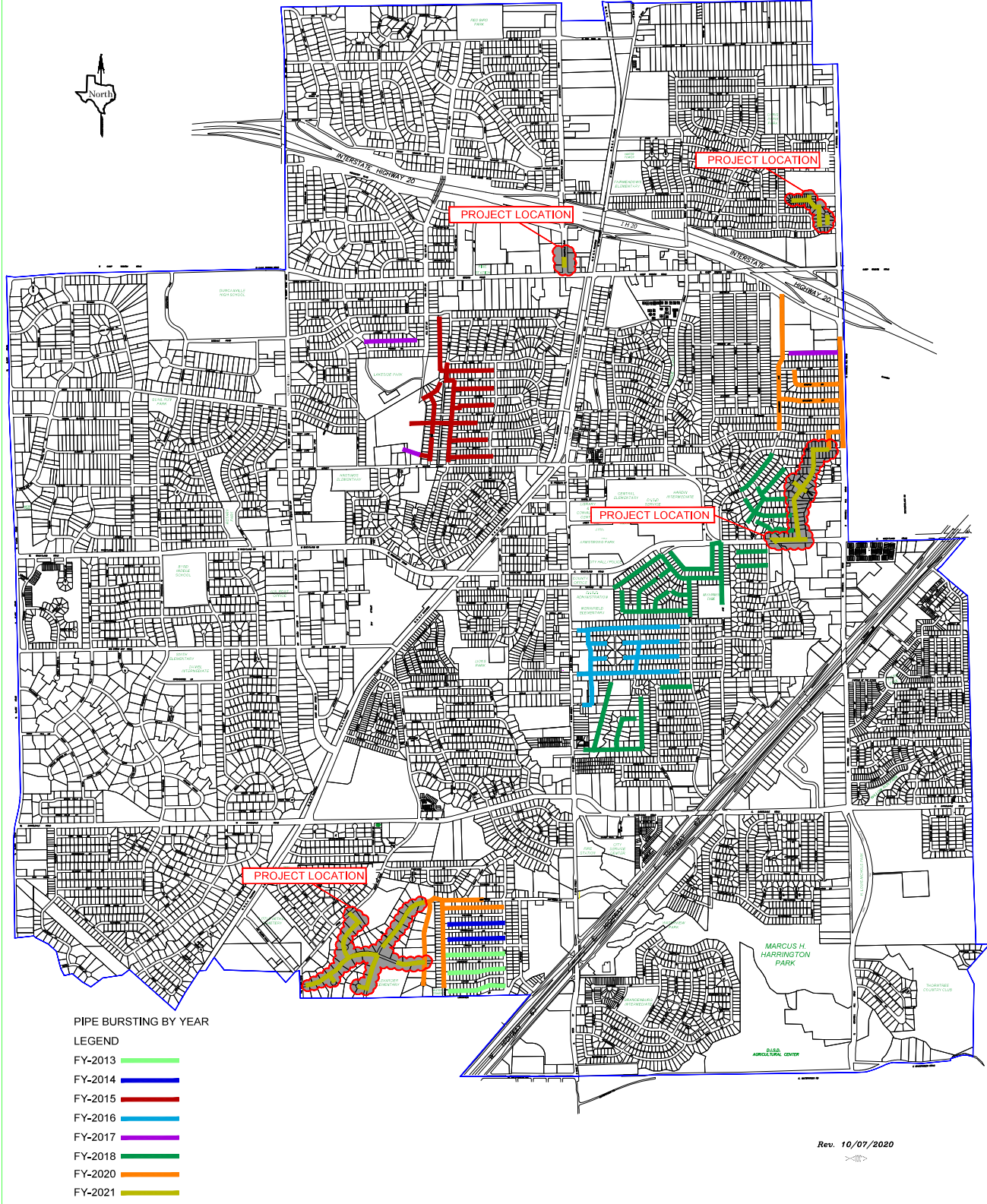
ATTACHMENTS:

[Attachment 1- 2021 Sewer Pipebursting Project Location Map](#)

[Attachment 2 - Resolution No. 2020-090 w/Exhibits - Pdf](#)

[Attachment 3 - SAMS-Vortex Companies Vortex Infrastructure Holdings LLC-2021](#)

ATTACHMENT 1 PIPE BURSTING HISTORY



Rev. 10/07/2020

CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

G E O G R A P H I C I N F O R M A T I O N S Y S T E M

RESOLUTION NO. 2020-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH VORTEX COMPANIES VORTEX INFRASTRUCTURE HOLDINGS, LLC, USING THE INTERLOCAL PURCHASING SYSTEM (TIPS), CONTRACT #1711050 FOR WASTEWATER IMPROVEMENTS - PIPEBURSTING, FOR THE PUBLIC WORKS DEPARTMENT, WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$996,483.00.

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

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

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a Cooperative Purchasing Agreement with Vortex Companies Vortex Infrastructure Holdings, LLC, using The Interlocal Purchasing System (TIPS), Contract 17110501 Wastewater Improvements – Pipebursting, and authorizes the execution of the necessary documents to procure said services.

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

SECTION 1. That the City Council of the City of Duncanville, Texas, does hereby award a bid and authorize an agreement for the procurement of pipebursting wastewater improvements with Vortex Companies Vortex Infrastructure Holdings, LLC, in the estimated expenditure amount of \$996,483.00, based on the pricing set forth in Exhibit "A", attached hereto and incorporated herein.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT "A"

Agenda Item #4.D.

EXHIBIT A



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

May 08, 2018

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

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

CONTRACT AWARD

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

CONTRACT ADDITIONS or UPDATES

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

RESELLERS or DEALERS

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

REPORTING OF SALES

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

"Purchasing Made Personal"

EXHIBIT "A"

Agenda Item #4.D.

EXHIBIT A

PROCESSING PURCHASE ORDERS

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

VENDOR WEB PAGE REVIEW

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

> Go to www.tips-usa.com

> Hover over Contracts

> Click on All Vendors

- Navigate to the Alpha Folder for your Company Name
- Scroll through the vendor list and find your company
- Click on your company name
- Click through the individual tabs of your vendor profile page to confirm all your contact information is correct.

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

VENDOR LOGO

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

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

SETTING UP VENDOR LOGIN AND PASSWORD FOR TIPS

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

Here are the instructions:

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

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

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

"Purchasing Made Personal"

EXHIBIT "A"

Agenda Item #4.D.

EXHIBIT A

CERTIFICATE of AWARDED CONTRACT



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

Dr. David Fitts
Executive Director
Region 8 ESC



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

"Purchasing Made Personal"

EXHIBIT "A"

Page 6 of 12



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



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

17110501

PROJECT NAME: Duncanville - Forest Hills, Skyline Haven, Camp Wisdom & Fairwood PI

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

				LIST PRICING		PROJECT SPECIFIC DISCOUNT	
Item	Description of Item	Est. Quant.	Unit	Unit Price	Total	Unit Price	Total
BASE BID ITEMS							
1	Mobilization, Bond, Insurance	1	LS	\$ 45,500.00	\$ 45,500.00	\$35,000.00	\$ 35,000.00
2	Pipe Burst Existing 4,6, or 8" Sanitary Sewer With A 8.625" Sdr-19 'Ips' Gray Hdpe, Up To 10-Feet Deep	7447	LF	\$ 52.00	\$ 387,244.00	\$40.00	\$ 297,880.00
3	Pipe Burst Existing 12" Sanitary Sewer With A 12.75" Sdr-19 'Ips' Gray Hdpe, Up To 10-Feet Deep	2855	LF	\$ 67.60	\$ 192,998.00	\$52.00	\$ 148,460.00
4	Remove & Replace 8" Sanitary Sewer By Open Cut	0	LF	\$ 101.40	\$ -	\$78.00	\$ -
5	Reconnection Of 4-Inch Sanitary Sewer Service At The Main	101	EA	\$ 260.00	\$ 26,260.00	\$200.00	\$ 20,200.00
6	Reconnection Of 6-Inch Sanitary Sewer Service At The Main	39	EA	\$ 390.00	\$ 15,210.00	\$300.00	\$ 11,700.00
7	Extra Length 4" Service Lateral Beyond Connection	1515	LF	\$ 26.00	\$ 39,390.00	\$20.00	\$ 30,300.00
8	Extra Length 6" Service Lateral Beyond Connection	585	LF	\$ 45.50	\$ 26,617.50	\$35.00	\$ 20,475.00
9	Install Sanitary Sewer Double Cleanout	140	EA	\$ 747.50	\$ 104,650.00	\$575.00	\$ 80,500.00
10	Furnish & Install New 4' Diameter Manholes, 0' To 6' Depth	7	EA	\$ 5,460.00	\$ 38,220.00	\$4,200.00	\$ 29,400.00
11	Remove & Replace 4' Diameter Manholes, 0' To 6' Depth	18	EA	\$ 5,850.00	\$ 105,300.00	\$4,500.00	\$ 81,000.00
12	Furnish & Install Extra Depth For 4' Diameter Manholes	39	VF	\$ 195.00	\$ 7,605.00	\$150.00	\$ 5,850.00
13	Abandon Existing Manhole	0	EA	\$ 780.00	\$ -	\$600.00	\$ -
14	Furnish & Install Wastewater Access Device	10	EA	\$ 1,885.00	\$ 18,850.00	\$1,450.00	\$ 14,500.00
15	Pre-Tv And Clean 6, 8, 10 & 12" Sanitary Sewer	10302	LF	\$ 4.23	\$ 43,525.95	\$3.25	\$ 33,481.50
16	Post Tv 8-12" Sanitary Sewer, Mainline Only	10302	LF	\$ 2.60	\$ 26,785.20	\$2.00	\$ 20,604.00
17	Sprayline New Or Existing Manholes Using Spectrashield	186.5	VF	\$ 331.50	\$ 61,824.75	\$255.00	\$ 47,557.50
18	Flow Control Measures	1	LS	\$ 9,100.00	\$ 9,100.00	\$7,000.00	\$ 7,000.00
19	Standard Traffic Control	1	LS	\$ 32,500.00	\$ 32,500.00	\$25,000.00	\$ 25,000.00

EXHIBIT "A"

Page 7 of 12



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



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

17110501

PROJECT NAME: Duncanville - Forest Hills, Skyline Haven, Camp Wisdom & Fairwood PI

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

Item	Description of Item	Est. Quant.	Unit
20	Remove & Replace Asphalt Paving	375	SY
21	Remove & Replace Concrete Paving	100	SY
Proposal BASE Total			

SUPPLEMENTAL ITEMS

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

LIST PRICING	
Unit Price	Total
\$ 195.00	\$ 73,125.00
\$ 266.50	\$ 26,650.00
\$ 1,281,355.40	

PROJECT SPECIFIC DISCOUNT	
Unit Price	Total
\$150.00	\$ 56,250.00
\$205.00	\$ 20,500.00
\$ 985,658.00	

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

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

TOTAL BASE + SUPPLEMENTAL (incl Bonds)

\$ 1,295,427.90

\$ 996,483.00

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

Manhole Removal / Replacement or Coatings, Point Repairs,

Dewatering, Traffic Control outside of typical cones and signage,

Heavy Bypass Pumping, Surface Restoration beyond Sodding, SWPPP, Compaction Testing, Vibration Monitoring,

Smoke Testing, Bonds, Mechanical Pipe Cleaning

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

Pricing Date: 10/6/2020

TOTAL w/ Bonds: **\$ 996,483.00**

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

NOTE: The Customer shall be responsible for providing:

EXHIBIT "A"

Page 8 of 12



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



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

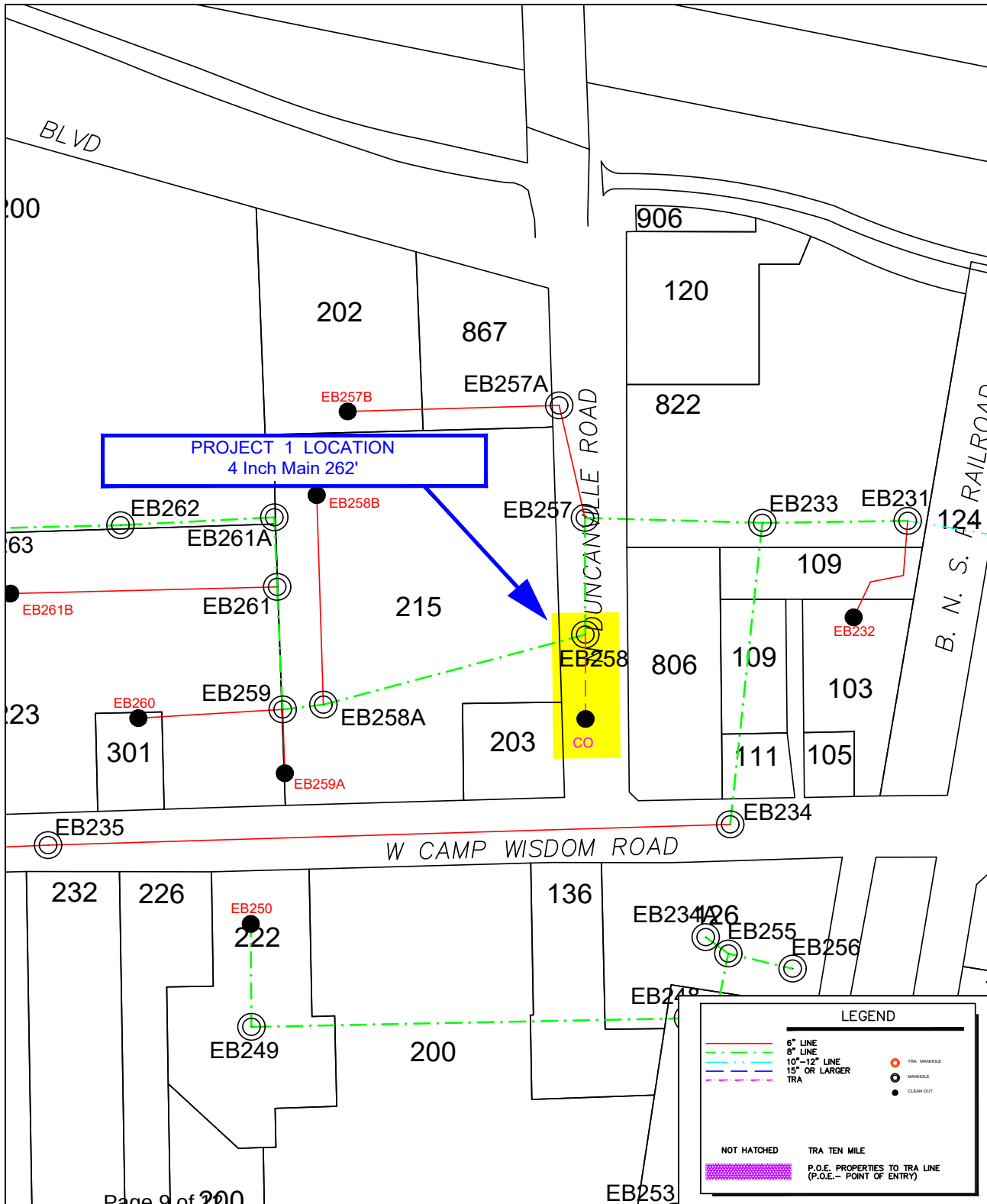
17110501

PROJECT NAME: Duncanville - Forest Hills, Skyline Haven, Camp Wisdom & Fairwood
PI

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

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

EXHIBIT "A"

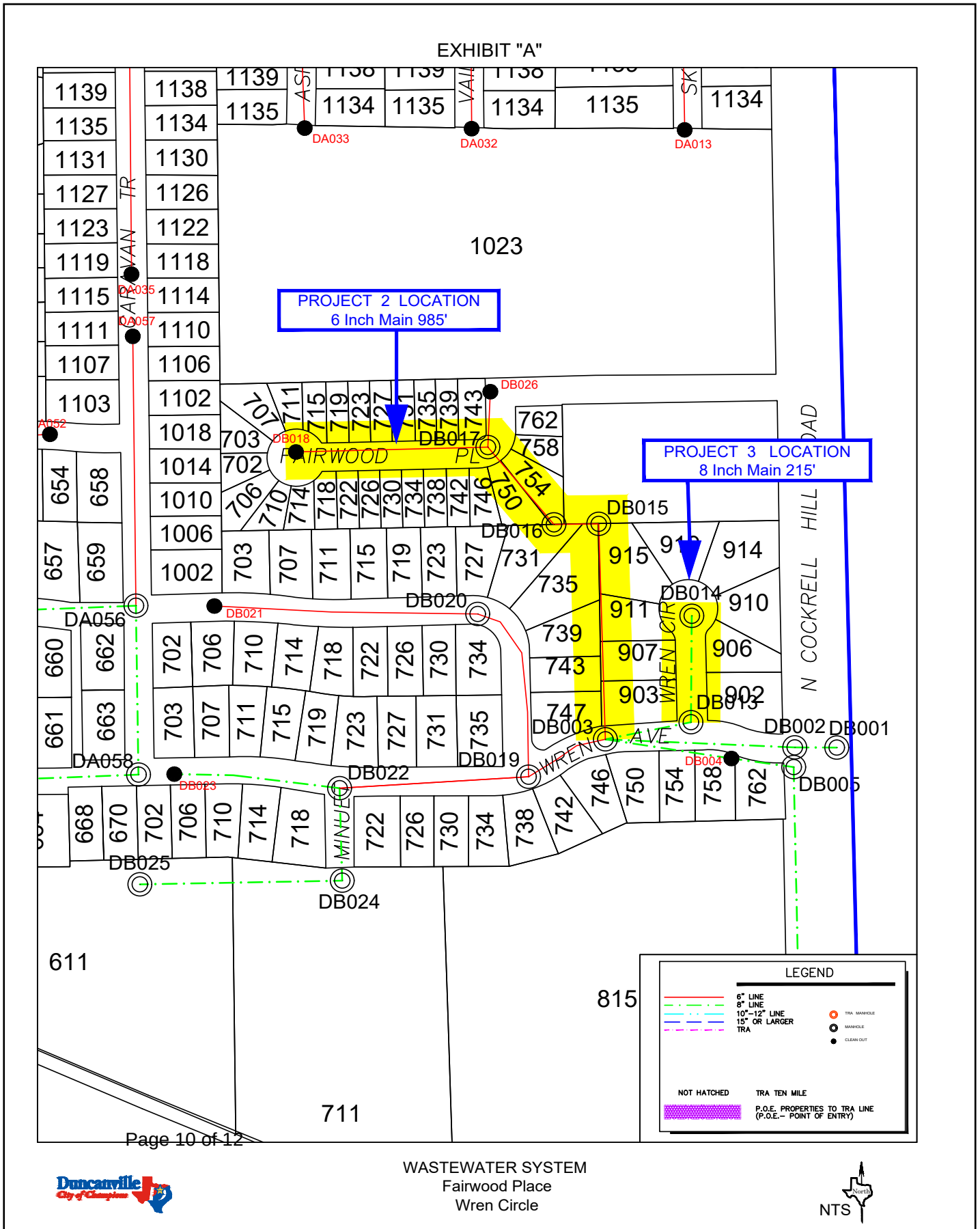


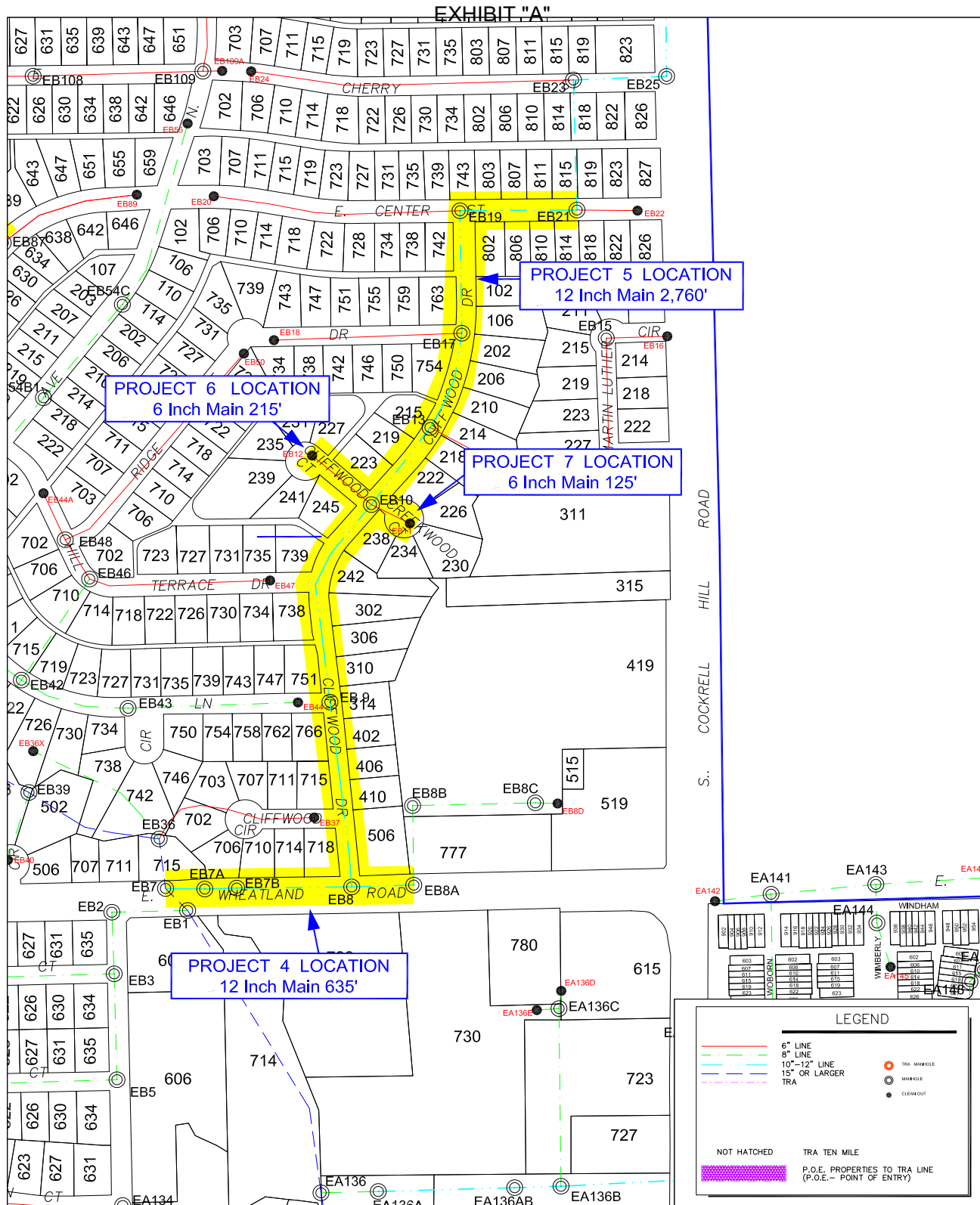
Page 9 of 12



WASTEWATER SYSTEM
4 Inch Wastewater Line
800 Blk N. Duncanville Road north of W. Camp Wisdom Road







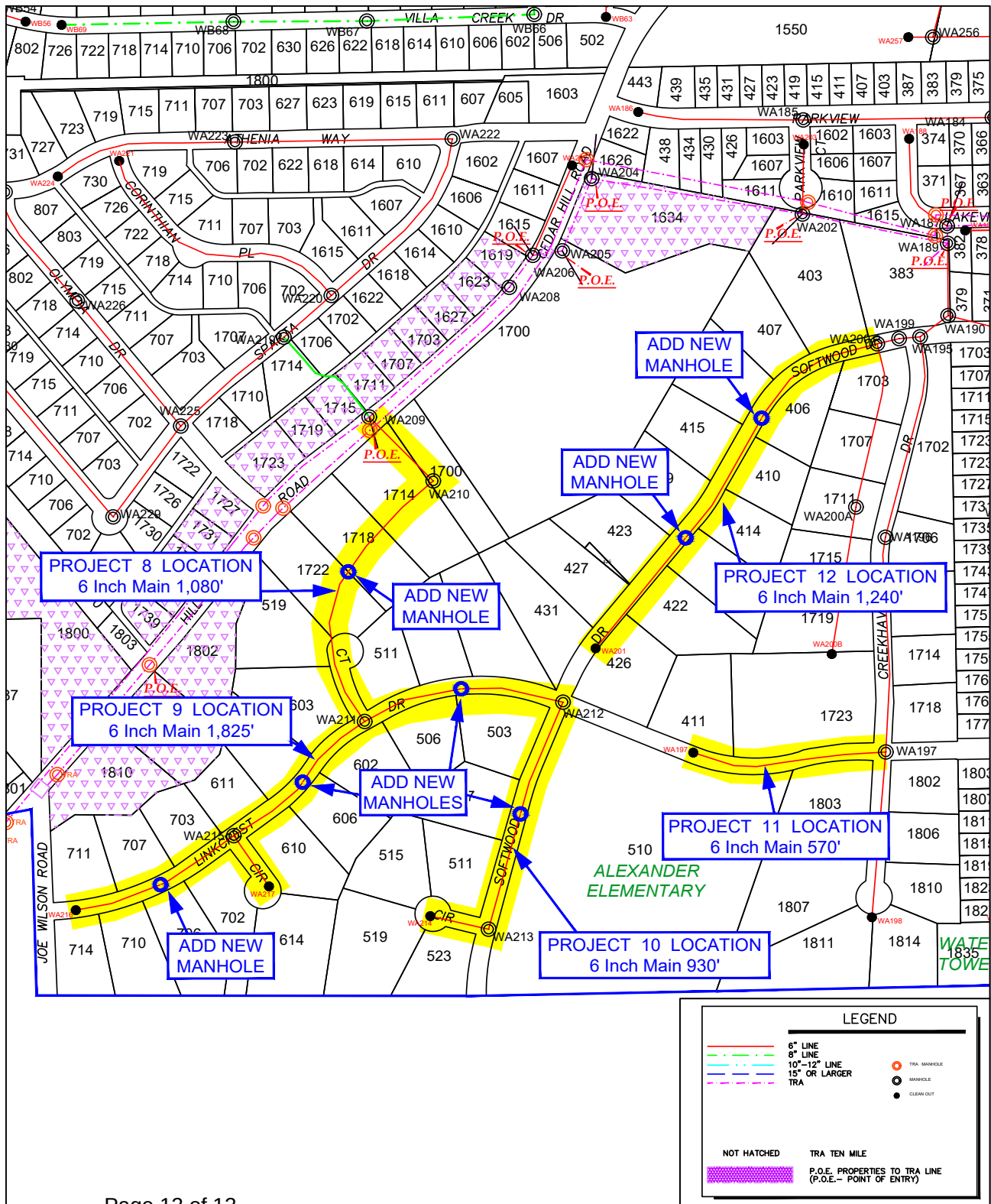
Page 11 of 12



WASTEWATER SYSTEM
12 Inch and 6 Inch Main
Forest Hills Various Locations



EXHIBIT "A"



Page 12 of 12



WASTEWATER SYSTEM
Skyline Haven Estates Various Locations



SAM Search Results
List of records matching your search for :

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

No Search Results



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution authorizing execution of Amendment No. 3, City of Grand Prairie Contract #16133 an Interlocal Cooperative Agreement, with Curtco, Inc. for Pavement Crack and Joint Sealing Services for the predetermined prices set forth in Amendment No. 2, with an estimated expenditure amount of \$150,000.00.

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**
 - **WorkPlan Item 2.47: Execute FY21 Street Pavement Management Program**

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

The City of Duncanville has performed crack and joint sealing on its public streets for over 25 years. Crack sealing consists of spraying a melted asphalt solution directly into surface cracks, thereby sealing the surface and preventing water from entering the crack(s) and causing further deterioration to the pavement and subgrade beneath the pavement. Water is the most destructive element to a pavement structure; filling or sealing pavement cracks to prevent water from entering the base and subbase will extend pavement life by several years. Filling cracks and joints with asphalt material has been commonplace practice in virtually every city for decades. Durable and economical pavements expand and contract with seasonal temperature changes. Sealing cracks with flexible rubberized asphalt that bonds to the crack walls and moves with the pavement will minimize water intrusion through the pavement, slowing the deterioration process. Crack sealing requires that all cracks be clean and dry before sealing, which is done with high pressure air units. Cracks that are 1/8 inch wide are routed to 1/4-inch wide to help fill the crack with the asphalt solution. A backer rod is installed in cracks that are over 2 inches deep to prevent excessive use of sealing material. The backer rod is a compressible, non-shrinking, non-absorbent material with a melting point higher than the temperature of the materials.

POLICY EXPLANATION:

Pavement crack and joint sealing services are available from Curtco, Inc. of Center Point, Texas, using the City of Grand Prairie Cooperative Contract #16133 Cooperative Agreement, Amendment No. 3, valid through August 31, 2021. The contract covers material and installation. Pricing remains as predetermined in Amendment No. 2 at \$0.42 per linear foot for crack sealing service and \$1.27 per

linear foot for joint sealing service. Curtco, Inc. satisfactorily completed crack and seal services contracts for the City in FY18 (\$75,000.00) and FY19 (\$150,000.00).

This authorization would cover the purchase of this service on an as-needed basis through August 31,2021.

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

FUNDING SOURCE:

\$150,000.00 is allocated in the FY21 General Fund (Street Maintenance) budget for this expenditure.

Contract Log #:

1450

RECOMMENDATION:

Staff recommends approving a Resolution authorizing the purchase of pavement crack and joint sealing services from Curtco, Inc. using the City of Grand Prairie Cooperative Contract #16133, Amendment No. 3, for the predetermined unit prices set forth in Amendment No. 2, with an estimated expenditure amount of \$150,000.00.

ATTACHMENTS:

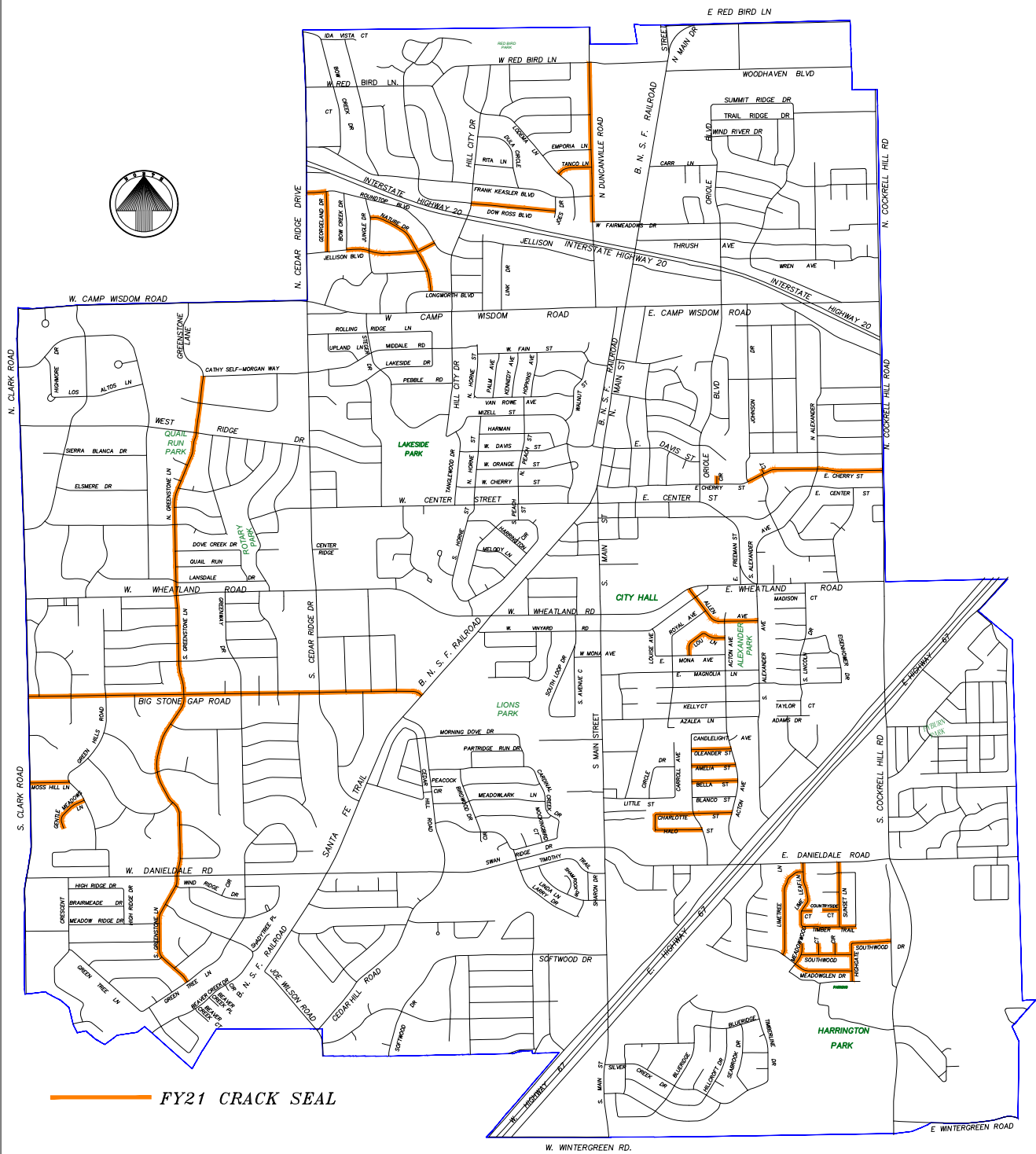
[Attachment 1 Crack & Sealing Map](#)

[Attachment 2 - Resolution No. 2020-089 Crack Sealing with Curtco](#)

[SAMS-CURTCO INC-2021](#)

Attachment 1

STREET IMPROVEMENT PROGRAMS



CITY OF DUNCANVILLE, TEXAS

10-2-2020

RESOLUTION NO. 2020-089

A RESOLUTION AUTHORIZING THE PURCHASE OF PAVEMENT CRACK AND JOINT SEALING SERVICES FROM CURTCO, INC., THROUGH THE CITY OF GRAND PRAIRIE COOPERATIVE CONTRACT #16133, AMENDMENT NO. 3, FOR THE REDETERMINED UNIT PRICES SET FORTH IN AMENDMENT NO. 2, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", WITH AN ESTIMATED EXPENDITURE AMOUNT OF \$150,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to purchase pavement crack and joint sealing services to preserve City streets to maintain public infrastructure in the City of Duncanville; and

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

WHEREAS, the City of Grand Prairie has taken competitive sealed bids and awarded Contract #16133 for pavement crack and joint sealing services to Curtco, Inc.; and

WHEREAS, the City of Grand Prairie Contract #16133 has been renewed for a third time, resulting in Amendment No. 3 with the predetermined unit prices as set forth in Amendment No. 2, valid through August 31, 2021; and

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

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 purchase of crack and joint sealing services from Curtco, Inc., through the City of Grand Prairie Cooperative Contract #16133, Amendment No. 3, in accordance with the predetermined unit prices set forth in Amendment No. 2, attached hereto and incorporated herewith as Exhibit "A", in the expenditure amount of \$150,000.00.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager or his designee to execute the appropriate and necessary 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 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

Grand Prairie		Contract Coversheet	
-----T E X A S-----			
Dept: *	Purchasing	Contract ID:	6533 R2
For:	Public Works	Bid Number:	16133
Contact Name:	Angi Mize	Contact Phone: *	8262
		Contact Email: *	amize@gplx.org
Vendor Name:	Curico, Inc.	Vendor Email:	cwhealcraft@aol.com
Project Name:	Joint and Crack Sealing Services		
Summary	FINAL RENEWAL		
Permanent Retention *			
Yes	No		
Contract Amount	Total Contract Amount over all terms		
\$ 500,700.00	\$ 2,503,500.00		
Account #	Work Order #		
Implementation Date	Termination Date	Council Approval Date	
9/1/2020	8/31/2020	9/6/2016	
Contract Approvals			
Department Manager:			
<i>Kathleen Moore</i>		Date	7/13/2020
City Attorney Signature			
<i>Megan Mahan</i>		Date	7/10/2020
City Manager Signature			
<i>Bill Crotty</i>		Date	7/17/2020
City Secretary Signature			
<i>H.L. Galicia</i>		Date	7/17/2020

EXHIBIT A

EXECUTED this the 10th day of July, 2019.

CITY OF GRAND PRAIRIE, TEXAS

CURTCO, INC.

By: *Bill Colley*
Deputy City Manager

By: *[Signature]*
Printed
Name: CURTIS WHEATCRAFT
Title: PRES.

ATTEST:

Monica Garcia
☐ For Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

Megan Mahan
Megan Mahan, City Attorney

AMENDMENT PRICE AGREEMENT CONTRACT RFB #16133

Page 2 of 2

EXHIBIT A

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the CITY OF GRAND PRAIRIE, a Texas municipal corporation (hereinafter referred to as the "CITY", and CURTCO, INC. (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide joint and crack sealing services per bid award resulting from vendor's response to RFB #16133, submitted by Curtis Wheatcraft on August 17, 2016; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling up to \$2,503,500.00 if all extensions were exercised. This Contract was effective as of September 7, 2016, and was to terminate at midnight on August 31, 2017, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

WHEREAS, the first of four available renewal options was executed on July 13, 2017 and extended the term of the contract through August 31, 2018; the second of four available renewal options was executed on July 31, 2018 with a price redetermination, price increase to Crack Sealing by 10.5% to \$0.42 per foot and Joint sealing unit prices shall be increased 10.4% to \$1.27 per foot and extended the term of the contract through August 31, 2019; and the third of four available renewal options was executed on August 12, 2019 extending the term of the contract through August 31, 2020

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the final of the four available renewal options and extend the contract expiration to midnight on August 31, 2021 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain and not exceed the sum of \$500,700.00, to reflect the contract renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

AMENDMENT PRICE AGREEMENT CONTRACT RFB #16133

Page 1 of 2

EXHIBIT A

CURTIN1

OP ID: KH



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/10/2020

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

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

PRODUCER Insurance Concepts of San Antonio, Inc. 11120 Wurzbach, Suite 201 San Antonio, TX 78230-2426 Lana Sund		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Curtco, Inc. 6133 Hwy 27 Center Point, TX 78010-5596		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire Lloyds INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 43559 22945	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	60424006	01/01/2020 01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	60424006	01/01/2020 01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTIONS \$			60424006	01/01/2020 01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0001152369	01/01/2020 01/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFB #16133 - Crack & Joint Sealing Service
 See attached endorsements that provide automatic Additional Insured and Waiver of Subrogation provisions when required by written and executed contract: CG 7208 7/17, CA 7109 1/17 and WC 42 03 04 B.

CERTIFICATE HOLDER GRANPR1 City of Grand Prairie PO Box 534045 Grand Prairie, TX 75053-4045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Page 6 of 6

ACORD 25 (2016/03)

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SAM Search Results
List of records matching your search for :

Search Term : CURTCO INC*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution authorizing the purchase of personal computer hardware and related equipment from Unique Digital Inc., using the Texas Department of Information Resources (DIR), Contract DIR-TSO-4299, in and amount not to exceed \$149,449.04.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 6. Become a “best-practices” organization
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.

STAFF RESPONSIBLE:

Tracy R Beekman, Information Technology Director
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The City of Duncanville requires dozens of servers to host the infrastructure and applications necessary to meet modern business needs in relation to how we serve our citizens. As a part of meeting those needs, the City's Information Technology Department utilizes a virtual machine environment. A virtual machine environment allows for a handful of machines to host dozens or even hundreds of these servers in an environment that is functionally equivalent to a physical server environment at significant lower total cost of ownership. Before the advent of virtualization, every server was a physical piece of hardware; the more physical servers you have the more expensive and difficult it is to maintain that physical environment.

Our current virtual machine environment was put into service in FY14 and has and has reached the end of its useful life and end of service. The City's virtual machine environment hosts 90% of our server infrastructure including all ERP application servers, various Police and Fire department servers, HVAC and gasoline distribution systems servers, and many others. This environment runs 24/7/365 and is crucial to all City operations. A loss of this environment due to age and degradation could result in a significant disruption our service delivery. Replacement of this virtual machine environment is in accordance with industry best practices and standards and will bring our current environment up to date with new and more efficient hardware.

POLICY EXPLANATION:

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

FUNDING SOURCE:

Funds are available in the FY21 Technology Replacement Fund

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the cooperative purchase for personal computer hardware and related equipment from Unique Digital Inc., through the Texas Department of Information Resources (DIR) Contract DIR-TSO-4299 in and amount not to exceed \$149,449.04.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2020-078 - Approval of IT Equipment Replacement - Pdf](#)
[SAMS-UNIQUE DIGITAL-20-21](#)

RESOLUTION NO. 2020-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID AND AUTHORIZING THE PURCHASE OF PERSONAL COMPUTER HARDWARE AND RELATED EQUIPMENT FROM UNIQUE DIGITAL, INC THROUGH THE DEPARTMENT OF INFORMATION RESOURCES CONTRACT IN AN AMOUNT NOT TO EXCEED \$149,449.04; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, It is best practice to replace production environment server at established and acceptable intervals; and

WHEREAS, The Texas Department of Information Resources has competitively solicited proposals for personal computer hardware and related equipment; and

WHEREAS, The Texas Department of Information Resources has evaluated the proposals and awarded a contract to Unique Digital Inc.; and

WHEREAS, The cost of replacement through this contract term will exceed \$50,000.00 and requires approval by the City Council as set forth in the attached Exhibit A;

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 does hereby award the bid and authorize the purchase of computer hardware and related equipment with Unique Digital Inc. through the Texas Department of Information Resources contract in an amount not to exceed \$149,449.04; and

SECTION 2. The City Council of the City of Duncanville authorizes the City Manager, or his designee, to execute the necessary agreement, documents, and/or purchase orders; and

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A



Quote

Date	Quote #
1-Sep-20	CityofDuncanville_VxRail_S4148

Bill To:	Ship To:	Account Executive
City of Duncanville	City of Duncanville	Courtney Jones
		5151 Belt Line Road
		Dallas, Texas 75254
		(972) 980- 1900

DIR-TSO-4299

Item SKU	Description	Qty	UOM	Unit List Price (USD)	Customer Discounted Unit Price (USD)	Customer Discounted Total Price (USD)
VxRail- 4 Nodes, 5 Years of Support						
Includes vSphere Licensing						
TPM1.2MODULEH	VXRAIL-500 TPM 1.2 MODULE H	4		\$62.00	\$25.60	\$102.40
PS1600W-250VACH	VXRAIL-500 DUALHOTPLG 1600W PS-250VACH	4		\$893.00	\$327.50	\$1,310.00
INSTGR13USAR740	VXRAIL-500 USA SHIPMOD GR1300	4		\$102.00	\$41.72	\$166.88
INSTKITSFPH	HCIA INSTALL KIT 10GBE SFP+ H	4		\$60.00	\$25.52	\$102.08
NDCX710QP10GBSFPH	VXRAIL-500 NDC INTEL X710 QP 10GB SFP+ H	4		\$892.00	\$325.50	\$1,302.00
VXRNOADDPROC	VXR NO ADDITIONAL PROCESSOR FOR GEN 2	4		\$0.00	\$0.00	\$0.00
SYSP5701SVADVH	VXRAIL 14G P570 2U1N 1S VSAN ADV H	4		\$5,539.00	\$2,000.00	\$8,000.00
PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	8		\$0.00	\$0.00	\$0.00
CAPACITYHDD2.4TBH	VXR 2.4TB CAPACITY 10K RPM 2.5IN HDD H	32		\$1,199.00	\$430.50	\$13,776.00
1SP570HSDM125OL	VXRAIL-500 1SP570 125WL CHASSIS,FAN,HSK	4		\$2,217.00	\$808.10	\$3,232.40
HBA330CTRL1SH	VXRAIL-500 PERCHBA330RAIDCTR MINI12GB 1S	4		\$190.00	\$71.00	\$284.00
PROSV42161SH	VXR INTEL CPU SLVR 4216 2.1G,16C/32T 1SH	4		\$1,599.00	\$587.00	\$2,348.00
RISER740CNFG1SNGL	VXRAIL-500 RISER R740 CONFIG1	4		\$690.00	\$251.00	\$1,004.00
MEM32GB2933MTH	VXRAIL MEMORY 32GB 2933MT RDIMM H	48		\$899.00	\$367.00	\$17,616.00
RDIMM2933INFO	VXRAIL FACTORYORD RQ 2933MHZ RDIMM	4		\$0.00	\$0.00	\$0.00
CACHEMUDRV800GBH	VXR MIXED USE 800GB 2.5 CACHE H	8		\$1,199.00	\$436.00	\$3,488.00
RRAILKIT2U1NCMAH	VXRAIL-500 B6 READYRAILS II W/CMA 2U1N H	4		\$199.00	\$74.64	\$298.56
VXR-14G-MGR-DE-4.7	VXRAIL SOFTWARE IMAGE V4.7=MA	4		\$0.00	\$0.00	\$0.00
458-001-937	RECOVERPOINT FOR VM FOR 1-NODE HCIA	4		\$0.00	\$0.00	\$0.00
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	4		\$0.00	\$0.00	\$0.00
458-002-517	VXRAIL VMWARE VSAN ADVANCED	4		\$0.00	\$0.00	\$0.00
456-113-801	VXRAIL VMWARE VSAN ADVANCED 5Y MAINT=IG	4		\$0.00	\$0.00	\$0.00
VXROS2.4TBH	VXR HCI SYSTEM SOFTWARE(CAP 2.4 HDD)=CF	32		\$210.00	\$79.50	\$2,544.00
VXROSBSPROCSH	VXRAIL HCI SYSTEM SOFTWARE(BS H)=IG	4		\$4,229.00	\$1,564.60	\$6,258.40
458-002-204	HCIA NP VXRAIL VSPHERE SOFTWARE- 5 Years	4		\$0.00	\$0.00	\$0.00
456-113-148	HCIA NP VSPH E+ 1CPU W/ 5YR MAINT=IG- vSphere licensing- 5 Years	4		\$4,100.00	\$2,750.00	\$11,000.00
CE-VALPAKVXRAIL	VXRAIL ADMIN VALUEPAK	1		\$3,100.00	\$990.00	\$990.00
M-PSM-HW-J-002-5Y	PROSUPPORT 4HR/MC VSAN ADV HW-5 YR	4		\$21,122.40	\$9,300.00	\$37,200.00
M-PSM-SW-J-002	PROSUPPORT 4HR/MC SOFTWARE SUPPORT: 5 YEARS- vSphere Support	4		\$4,970.00	\$3,750.00	\$15,000.00
M-PSM-SW-D3-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT: 5 YEARS	4		\$0.00	\$0.00	\$0.00
M-PSM-SW-J-006	PROSUPPORT 4HR/MC VSAN ADV SW SUPPORT: 5 YEARS	4		\$0.00	\$0.00	\$0.00
M-PSM-SW-J-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT: 5 YEARS	4		\$2,537.40	\$1,131.30	\$4,525.20
M-PSM-SW-J-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT: 5 YEARS	4		\$1,008.00	\$449.42	\$1,797.68
						\$132,345.60

Exhibit A

210-ALSS	Dell EMC Switch S4148F-ON, 1U, 48x10GbE SFP+, 4xQSFP28, 2xQSFP+, PSU to IO , 2 PSU, OS10	2	\$19,679.00	\$3,670.00	\$7,340.00
619-AMIU	OS10 Enterprise S4148F-ON	2	\$0.00	\$0.00	\$0.00
343-BBGC	Dell EMC Networking S4100-ON Americas User Guide	2	\$6.00	\$0.95	\$1.90
813-0806	Dell Hardware Limited Warranty 1 Year	2	\$216.00	\$35.00	\$70.00
813-0840	ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	2	\$3.34	\$0.53	\$1.06
813-0844	ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 4 Years Extended	2	\$1,404.82	\$229.00	\$458.00
813-0892	ProSupport:7x24 HW/SW Tech Support and Assistance, 5 Years	2	\$3,214.18	\$507.84	\$1,015.68
975-3461	Dell Limited Hardware Warranty Extended Year(s)	2	\$0.00	\$0.00	\$0.00
997-6306	Info 3rd Party Software Warranty provided by Vendor	2	\$0.00	\$0.00	\$0.00
900-9997	On-Site Installation Declined	2	\$0.00	\$0.00	\$0.00
470-ABOV	Dell Networking Cable 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 1 Meter	2	\$320.00	\$65.00	\$130.00
470-AAGP	Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	16	\$105.00	\$19.50	\$312.00
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	4	\$20.00	\$3.10	\$12.40
450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	4	\$20.00	\$3.10	\$12.40
					\$9,353.44

PROFESSIONAL SERVICES

		UDI-PS-VxRAIL: Unique Digital implementation of one VxRail E, P, S, or V series appliance cluster. Implementation of VxRail E, P, S, or V series Appliance cluster of up to 4 nodes; installation to include burn-in, rack and stack, and cluster configuration; Does not include data migration or advanced feature functionality.	1	\$7,750.00	\$7,750.00
UDI-PS-VxRAIL	UDI-PS-Switches				
		UDI-PS-Switches: Installation to include system burn-in, rack and stack, and verification of connectivity for pair of Dell switches.			
					\$7,750.00

Configuration Total	\$149,449.04
Tax	Exempt
Shipping	Included
Total Price	\$149,449.04

SIGNATURE

** Leasing Options Available
** Restocking Fees May Apply if Purchase Order Cancelled
** 4% Credit Card Fee Applicable
** Terms: Net 30

SAM Search Results
List of records matching your search for :
Search Term : UNIQUE DIGITAL INC.,*
Record Status: Active

ENTITY	UNIQUE DIGITAL TECHNOLOGY, INC.	Status: Active
DUNS: 177580776	+4:	CAGE Code: 1LBT6 DoDAAC:
Expiration Date: 06/03/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 10595 WESTOFFICE DR		
City: HOUSTON	State/Province: TEXAS	
ZIP Code: 77042-5310	Country: UNITED STATES	



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution authorizing a purchase agreement with Ring Central, Inc. for a cloud PBX (telephone and communications data systems and solution), other related equipment, and services using The Interlocal Purchasing System (TIPS) Contract 180304 in the estimated amount of \$89,170.92.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **6. Become a “best-practices” organization**
 - **Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers’ experiences and exceed their expectations.**

STAFF RESPONSIBLE:

Tracy R Beekman - IT Director

Sheila Baker - Purchasing Manager

BACKGROUND/HISTORY:

On June 2, 2020 the City of Duncanville entered an interlocal agreement (Resolution No. 2020-047) with Dallas County to receive funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for up to \$2,173,050. The City received 20% of this funding upfront in the amount of \$434,610 on July 2, 2020. The remaining 80% of funding (\$1,738,440) must be requested from the County by submitting a proposal package.

On July 21, 2020 the City Council approved to utilize \$1,470,000 of the funding to participate in Dallas County’s Emergency Business Assistance (EBAP) program and the remaining balance of \$703,050 to be used for internal City costs. The EBAP program would utilize the County’s funds first and then City’s funds last. On September 4, 2020 Dallas County notified the City that the EBAP program was completed utilizing only County funds and the City’s earmarked funds of \$1,470,000 were available to reallocate to any other eligible costs for mitigating and responding to COVID 19 public health emergency. Proposal packages to request remaining funding from the County are due by October 31, 2020 and all expenses must be incurred by November 30, 2020. City staff has evaluated its needs as it relates to the COVID-19 public health emergency and identified new projects.

One of the projects identified is to move from an on-premise telephone system (PBX) to a hosted telephone system (PBX). The City’s IT Department currently hosts hardware devices, such as PBX servers and voice gateways, in the data center to provide telephone service (PBX) to citizens and staff. This change would remove these hardware devices from the data center and to Ring Central’s cloud solution. Ring Central’s cloud PBX solution will provide for transition of local work to remote work in a matter of minutes as this solution is a true Voice over Internet Protocol (VoIP) solution. This

solution also takes our PBX from the data center and positions it in the cloud allowing for an "always available" solution meaning that if something happens to the data center, calls will continue to come into the City. Page 4 (Sec 4) of the Coronavirus Relief Fund Guidance Reference allows for this expense to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

On October 14, 2020 Dallas County stated the City of Duncanville's CARES Act proposals have been approved.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids for the purchase of the item. TIPS Contracts are competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

FUNDING SOURCE:

CARES Act Funding

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the purchase of a cloud PBX (telephone and communications data systems and solution), other related equipment, and services with Ring Central, Inc. using The Interlocal Purchasing System (TIPS) Contract 180304 in the estimated amount of \$89,170.92.

ATTACHMENTS:

[Attachment 1 - CRF Guidance](#)

[Attachment 2 - Resolution No. - 2020-083 - Migrate to Cloud PBX system with Ring Central SAMS-RING CENTRAL-2021](#)

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated September 2, 2020¹**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

¹ On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

Substantially different use

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Substantially dedicated

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

Public health and public safety

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

Not substantially dedicated

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

Covered benefits

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

Supplemental Guidance on Use of Funds to Cover Administrative Costs

General

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

Compliance costs related to the Fund

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.

RESOLUTION NO. 2020-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING THE PURCHASE OF A CLOUD PBX (TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS) SERVICE THROUGH RING CENTRAL PARTNER FLAIR DATA SYSTEMS FOR RING CENTRAL SERVICES AND EQUIPMENT THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) CONTRACT IN THE ESTIMATED AMOUNT OF \$89,170.92; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, COVID-19 has and continues to change the workforce landscape;
and

WHEREAS, The City of Duncanville has been given the opportunity to utilize CARES Act funding to purchase solutions that will allow for a more mobile and flexible workforce to aid in prevention of COVID-19 while allowing the City to continue operating at a capacity necessary to provide the citizens of Duncanville the level of service they are accustomed to; and

WHEREAS, The Interlocal Purchasing System (TIPS) has competitively solicited proposals for telephone and communications data systems and solutions; and

WHEREAS, The Interlocal Purchasing System (TIPS) has evaluated proposals and awarded an agreement to RingCentral; and

WHEREAS, The purchase of telephone and communications data systems and solutions through this agreement will exceed \$50,000.00 and purchases through this contract require approval by the City Council as set forth in the attached Exhibit A (hereinafter "telephone and communications data systems and solutions");

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 does hereby award the bid and authorize purchase of telephone and communications data systems and solutions with Flair Data Systems through The Interlocal Purchasing System (TIPS) agreement in an amount not to exceed \$89,170.92 as provided in Exhibit A; and

SECTION 2. The City Council of the city of Duncanville authorizes the City Manager, or his designee, to execute the necessary agreement, documents, and/or purchase orders; and

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RingCentral Professional Services

Statement of Work for Implementation Services

This RingCentral Professional Services Statement of Work for Professional Services (this “**SOW**”) is executed by RingCentral, Inc. (“**RingCentral**”), and City of Duncanville (the “**Customer**”) pursuant to, and is subject to, the RingCentral PS Agreement executed by Customer and RingCentral on or about _____, ____ (the “**PS Agreement**”). Capitalized terms used in this SOW but not otherwise defined shall have the respective meanings given to them in the PS Agreement.

Customer:	City of Duncanville
Quote/SOW Number:	U2020-01721258
Labor Cost:	\$22,860.00 USD

Project Phases:

- **Multiphase Project. - Per Site**

	Scope of the Phase	Value	Completion Criteria
Phase	Each Site listed in the Appendix B of this SOW constitute an independent Project Phase	Rate of \$22,860 allocated by Site per Appendix B (Excluding Taxes and Expenses if applicable (Actuals).	Completion of all Professional Services described in this SOW for each Site.

The following activities shall be performed in accordance with this Statement of Work and the PS Agreement at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

1. **General**

1.1. Assignment of a designated Project Manager (“PM”) – The RingCentral PM will act as Single Point of Contact for delivery services, following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):

- Internal and external kickoff session hosted by RingCentral;
- Creation and management of project governance, to include:
 - Project plan and Schedule;
 - Communication plan, resource plan, escalation plan, change plan, test plan;
 - Action and risk register;
- Completing resource assignment and scheduling in alignment with project schedule;
- Set up of project documentation and timelines in collaboration with designated Customer Single Point of Contact;

- v. Identifying, communicating and mitigating project risks and issues;
- vi. Alignment of scope of services with customer expectations during kickoff;
- vii. Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
- viii. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
- ix. Completing scoped migration and go live support; and
- x. Performing closure procedures at the conclusion of project activities.

2. RingCentral Office Planning and Design

2.1. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”)

RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer at the beginning of the project and will consist of structured planning activities for a period of up to two (2) weeks. This process will define and capture the project-wide deployment holistically including all sites and users listed in Appendix A.

- i. RingCentral has included up to two (2) design documentation collection session(s) with this project delivery
- ii. All groups will provide data during their assigned data collection process over a one (1) week period for a total of two (2) supported weeks and contribute to a universal design documentation across all lines of business / business units
- iii. Additional data collections are available to the customer for further breakout via change request at an additional expense if data collection needs to take place by country or user group
- iv. Details within the data collection include:
 - a. Customer Site Information;
 - b. User Upload;
 - c. Data collection for End-User and Administrator Training;
 - d. Porting data;
 - e. Call flow(s);
 - f. Roles and Permissions;
 - g. Delivery Overview;
 - h. Go-Live Readiness Report Card;
- ii. The fully reviewed BRD is signed off by Customer’s Project Manager and RingCentral’s Project Manager prior to moving to deployment.
 - a. Material changes to the BRD made after mutual execution are available to the customer via change request
- iii. Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

2.2 Network Readiness Assessment – RingCentral will provide the Customer with one (1) assessment of the customer’s primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the customer’s firewall (edge).

- i. RingCentral’s Network Engineer will provide the following:
 - a. RingCentral Network Requirements Documentation;
 - b. Satellite installation guide;
 - c. Assistance with satellite installation;
 - d. Document and share results of network assessment for customer reference;
- ii. Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment for this project.

- iii. Additional network assessments or consultations are available to the customer via an executed Change Order and will result in additional fees. This may include additional ISP links or sites.

3. RingCentral Office Build

3.1. RingCentral Moderate User Interface (“UI”) Multi-Phased Build Out

- i. RingCentral will remotely configure the following interfaces in the system (“UI Build Out”) based on the specifications agreed to between the parties in the BRD.
 - a. Up to fifteen (15) locations
 - b. Up to ten (10) Unique Call Flows
 - c. Up to fifteen (15) Call Queue and Ring Groups
 - d. Up to three (3) Custom Roles
 - Service plan must support Custom Roles
 - e. Up to three (3) Templates
- ii. Customization is available to the customer at an additional cost via executed Change order
- iii. Substitute Caller ID (Spoofing) configuration is not included. It is available at an additional cost via executed Change Order.

4. RingCentral Delivery Services

4.1. Remote Delivery and Go Live Services

- i. RingCentral will provide remote go live services to complete the following:
 - a. Delivery resource during remote Go Live as defined in Appendix B;
 - b. Document open issues in action log;
 - c. Transition into support services;
 - d. Perform closure procedures at the conclusion of project activities
- ii. Decommission and disposal of any legacy equipment;
- iii. Customer responsibilities:
 - a. Customer is responsible for handset placement at locations listed in Appendix B
 - RingCentral to provide instructions and best practices for handset placement, test, and endpoint registration
 - b. Customer is responsible for decommission and disposal of any legacy equipment

5. RingCentral Training Services

5.1. Admin Training – RingCentral Professional Services will provide resources to complete the following:

- i. Up to two (2) hours of remote admin training to be provided by a RingCentral University Training Specialist
- ii. Sessions cover the following:
 - a. Building, activating, disabling and deleting users;
 - b. Managing user settings with role, templates, and User groups (if applicable);
 - c. Managing system setup and maintenance via the Admin Portal including phone company info, caller ID, and directory assistance;
 - d. Managing phones and numbers including assisted provisioning;
 - e. Call flow management;
 - f. Reports and call logs; and
 - g. Familiarization with Support/Training/Help resources
- iii. Session recordings are included at no additional cost
- iv. Online, self-service admin training at RingCentral University included at no additional cost

- h. Webinars & Videos, Getting Started Tutorials, and User Guides
- v. Custom admin training, documentation, and videos available at an additional cost via executed Change Order
- vi. Additional admin sessions are available to the customer via Change Request at an additional charge
- vii. Helpdesk training sessions are available to the customer at an additional cost via executed Change Order
- viii. Customer and RingCentral agree that Professional Services Project Completion Form shall not be withheld by Customer for delays in the delivery of the RingCentral training services

5.2. End User Training - RingCentral Professional Services will provide resources to complete the following:

- i. Any combination of the following one (1) hour remote end user training sessions for a total of up to two (2) sessions to be provided by RingCentral University Training Specialist:
 - a. Standard End User
 - b. Train the Trainer (Standard End User)
 - c. Exec Assistant/Front Desk
 - d. Remote User
- ii. Session recordings included at no additional cost
- iii. Online, self-service end user training at RingCentral University included at no additional cost
 - a. Webinars & Videos, Getting Started Tutorials, and User Guides
- iv. Custom end user training, documentation, and videos available at an additional cost via change request
- v. Additional end user sessions are available to the customer via Change Request at an additional charge
- vi. Customer and RingCentral agree that Professional Services Project Completion Form shall not be withheld by Customer for delays in the delivery of the RingCentral training services

6. Handoff Testing

6.1. System Integration Testing (SIT)

- i. RingCentral will complete System Integration Testing (SIT) following final configuration of RingCentral prior to handoff to the Customer to start User Acceptance Testing (UAT);

6.2. UAT Assumptions

- i. During UAT, the Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed design documentation;
- ii. Customer will define the UAT scenarios or stories by phase and the mutually agreed criteria is recorded as an Appendix in the design documentation prior to mutual execution as the document of record;
 - a. If UAT scenarios are not specified by the Customer, then work is deemed accepted and ready for go live upon notice from RingCentral that the work is complete and ready for testing;
- iii. Customer resources participating in UAT must complete all pre-recorded online training sessions for agent, supervisor, and/or admin related to their job role prior to starting UAT;
 - a. RingCentral Implementation Engineer may provide up to one (1) hour of additional guided training to UAT participants, as requested by the Customer, specific to the test criteria;

- iv. The outcome of all UAT scenarios are documented by the Customer in a written format and provided to RingCentral at completion of testing;
 - a. Any variation in expected results (errors, flaws, failures, adjustments) are provided in writing to the RingCentral Project Manager for review and resolution;
 - b. RingCentral will provide an expected variation resolution date and submit back to the Customer for additional testing;
- v. Upon completion of all UAT scenarios, the Customer will submit final written completion of testing to RingCentral prior to scheduling go live;
 - a. RingCentral will append the design document output to include completed UAT criteria in the final published output document;

6.3. UAT Constraints

- i. The Customer and RingCentral will enact a mutual software / code freeze prior to start of SIT and UAT;
- ii. Customer shall perform UAT within seven (7) calendar days of application handoff from RingCentral for any Deliverables, unless otherwise mutually agreed by the parties considering the nature or scope of the Deliverable in writing prior to start of testing;
- iii. Any Customer changes in software or code following written UAT completion resulting in new application behaviors may result in additional charges to the Customer via Change Request for troubleshooting and issue resolution;
- iv. Additional days of UAT support are available to the Customer via Change Request at an additional charge

6.4. Project and Phase Acceptance

- i. Final phase and project acceptance subject to terms and conditions in RingCentral MSA

7. Hours of Operation

7.1. Standard Service Hours

- i. Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local site time, Monday-Friday, excluding holidays ("Standard Service Hours")
- ii. Work requested and performed outside Standard Services Hours will be subject to overtime charges via executed Change Order

8. Customer Responsibilities – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:

- i. The customers LAN/WAN infrastructure;
- ii. Network minimum requirements for RingCentral as a Service model;
 - a. Quality of Service (QoS) configuration;
 - b. Firewall or Access Control List (ACL) configuration;
 - c. Power over Ethernet (POE) port activation / configuration;
- iii. Configuration and software installation on customer PCs;
- iv. Customizations on individual User endpoints, or phone settings (as defined in section 3.1.v);
- v. Provide work space for RingCentral on-site personnel (as scoped);
- vi. Overhead paging;
- vii. Postage Machines;
- viii. Credit Card or Point of Sale (POS) Machines;
- ix. Door buzzer or Automatic Door Controller;
- x. Third party SIP phones;

- xi. Headsets;
- xii. Analog Devices
- xiii. Third party Applications
- xiv. Input Registered E911 Address and location information to Service Web
 - a. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate
 - b. For more information, please refer to Appendix D

9. Customer's Telephone Number Porting –The Customer is responsible for authorizing the telephone number porting by RingCentral. RingCentral shall provide guidance on porting data collection and shall assist with submission of porting request(s). This effort pertains to those locations identified in Appendix B. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers.

- i. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
- ii. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
 - a. Any additional port rejections will be the responsibility of the Customer;
 - b. Customer shall provide RingCentral all appropriate Letters of Authorization ("LOA"'s), billing information, and authorized signer for each location;
 - c. Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;

10. Delays and Changes – Changes to this SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**," a sample of which is attached as Appendix C to this SOW), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees.

11. Project Phasing – The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase ("Project Phases"). Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

IN WITNESS WHEREOF, the Parties have executed this RingCentral Professional Services Statement of Work for Implementation Services below through their duly authorized representatives.

Customer

RingCentral

City of Duncanville

RingCentral, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**RingCentral Professional Services
Statement of Work for Professional Services
Appendix A
Planning and Design Location**

Planning and Design Location Address(s):	Up to # of Users
Remote	183

**RingCentral Professional Services
Statement of Work for Professional Services
Appendix B**

Site	Address	Number of Users	Deployment Type	Rate per Site
City Hall/Police Department	203 E Wheatland Rd Duncanville, TEXAS 75116	99	Remote	\$ 12,375.00
Fire Department	1530 S MAIN ST, Duncanville, TEXAS 75116	24	Remote	\$ 3,000.00
	201 JAMES COLLINS BL, Duncanville, TEXAS 75116	23	Remote	\$ 2,875.00
Service Center	330 SHADY TRAIL DR, Duncanville, TEXAS 75116	20	Remote	\$ 2,500.00
Field House	1700 S MAIN ST, Duncanville, TEXAS 75116	10	Remote	\$ 1,250.00
Senior Center	206 JAMES COLLINS BL, Duncanville, TEXAS 75116	4	Remote	\$ 460.00
Fire Department Station 1	323 W CAMP WILSON RD, Duncanville, TEXAS 75116	3	Remote	\$ 400.00
Total		183		\$ 22,860.00

**RingCentral Professional Services
Statement of Work for Professional Services
Appendix C
Change Order Form for Implementation Services**

This Change Order to the Statement of Work is subject to the Professional Services Agreement (the “**PS Agreement**”) by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget. By executing this Change Order, the parties agree to be bound by the terms and conditions set out in the PS Agreement with respect to the Services to be performed under the PS Agreement and Statement of Work (“**SOW**”) indicated below as modified by this Change Request.

Effective Date of PS Agreement:	Effective Date of SOW:		
Project Name:	Request Date:	PO Number:	Quote Number:
Customer Name:	Requested By:	Requestor Phone:	Requestor email:

Customer Address:

Specific Details Explaining the Change:

Change 1

<u>Quantity:</u>	<u>Description:</u>	<u>Professional Services Cost:</u>
Change Order Total:		

Impact on Project Timeline and Scheduled Delivery Date:

Impact on SOW Pricing:

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the “**Effective Date**”).

Customer

RingCentral

By:
Signed: __SAMPLE ONLY_____
Title: _____
Date: _____

By:
Signed: __SAMPLE ONLY_____
Title: _____
Date: _____

**RingCentral Professional Services
Statement of Work for Professional Services
Appendix D**

Registration of Address and Notification Information – Emergency Dialing.

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

- I. **Registered Address.** It is Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.
- II. **Emergency Notifications.** For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for further information about this obligation, [click here](#)). RingCentral will, as a part of the upload described in (A) above, also input Customer's emergency notification location, as directed by Customer.
- III. **Customer's Representation and Warranty.** Customer represents and warrants that the registered addresses and emergency notifications location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.



Proposal for City of Duncanville

October 6, 2020

10/6/20

Hosted Business Communications Solution - 3 Year Solution

Prepared for:
Tracy Beekman
Director of Technology
City of Duncanville

Jimmy Delp
RingCentral
720-439-2457 Office
720-439-2457 Cell
james.delp@ringcentral.com

SERVICE DESCRIPTION	Qty	LIST RATE PER UNIT	DISCOUNTED RATE PER UNIT	TOTAL MRR SERVICE DESCRIPTION	MONTHLY SAVINGS	ANNUAL SAVINGS
RingCentral Office – Standard User	133	\$ 25.99	\$ 17.49	\$ 2,326.17	\$ (1,130.50)	\$ (13,566.00)
Limited user (conference room – lobby)	51	\$ 14.99	\$ 8.49	\$ 432.99	\$ (331.50)	\$ (3,978.00)
Cost recovery fees	190	\$ 3.50	\$ 3.50	\$ 665.00	\$ -	\$ -
E911	190	\$ 1.00	\$ 1.00	\$ 190.00	\$ -	\$ -
Fax Machines (ATA's) - Standard License	6	\$ 25.99	\$ 17.49	\$ 104.94	\$ (51.00)	\$ (612.00)
Additional DID's	94	\$ 4.99	\$ 0.99	\$ 93.06	\$ (376.00)	\$ (4,512.00)
Total Monthly Recurring				\$ 3,812.16	\$ (1,513.00)	\$ (18,156.00)

Phone Options	Qty	Purchase	One Time Phone Purchase
Polycom VVX250	182	\$ 100.00	\$ 18,200.00
Polycom OBI ATA	6	\$ 40.00	\$ 240.00
Polycom IP6000 Conference	2	\$ 600.00	\$ 1,200.00
Polycom IP6000 Extension Microphone Kit	1	\$ 125.00	\$ 125.00
Polycom VVX450 w/ side car	2	\$ 400.00	\$ 800.00
Total Monthly Recurring			\$ 20,565.00

One-Time Implementation Scope of Work	Qty	Unit Cost	TOTAL One-Time
One-Time Implementation Scope of Work	1	\$ 19,200.00	\$ 19,200.00
Onsite Phone Deployment	183	\$ 20.00	\$ 3,660.00
Total One-Time Fees			\$ 22,860.00

Line Item	Type	Month One Cost	Year 1	Year 2	Year 3
Ring Central Service	MRC	\$ 3,812.16	\$ 45,745.92	\$ 45,745.92	\$ 45,745.92
Phone Hardware	NRC	\$ 20,565.00	\$ 20,565.00	\$ -	\$ -
Implementation Services	NRC	\$ 22,860.00	\$ 22,860.00	\$ -	\$ -
Total Services			\$ 89,170.92	\$ 45,745.92	\$ 45,745.92

Notes:

Pricing is subject to Terms and Conditions defined in RingCentral TIPS CONTRACT: 180304 Telephone and Communications Data Systems and Solutions

SAM Search Results
List of records matching your search for :
Search Term : RING CENTRAL INC*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution authorizing the purchase of audiovisual and related equipment using Cooperative Contract from Digital Resources Inc. through Texas Association of School Boards Buyboard Contract #579-19 in the amount of \$224,150.46.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **6. Become a “best-practices” organization**
 - **Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers’ experiences and exceed their expectations.**

STAFF RESPONSIBLE:

Tracy R Beekman, Information Technology Director
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

On June 2, 2020 the City of Duncanville entered an interlocal agreement (Resolution No. 2020-047) with Dallas County to receive funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for up to \$2,173,050. The City received 20% of this funding upfront in the amount of \$434,610 on July 2, 2020. The remaining 80% of funding (\$1,738,440) must be requested from the County by submitting a proposal package.

On July 21, 2020 the City Council approved to utilize \$1,470,000 of the funding to participate in Dallas County’s Emergency Business Assistance (EBAP) program and the remaining balance of \$703,050 to be used for internal City costs. The EBAP program would utilize the County’s funds first and then City’s funds last. On September 4, 2020 Dallas County notified the City that the EBAP program was completed utilizing only County funds and the City’s earmarked funds of \$1,470,000 were available to reallocate to any other eligible costs for mitigating and responding to COVID 19 public health emergency. Proposal packages to request remaining funding from the County are due by October 31, 2020 and all expenses must be incurred by November 30, 2020. City staff has evaluated its needs as it relates to the COVID-19 public health emergency and identified new projects.

One of these projects is to provide safe remote enabled collaborative conference room workspaces throughout City facilities. The technology upgrades are to include the following conference rooms; City Hall Conference Room A and B, the Recreation Center, the Service Center, and the Fire Administration buildings. Page 4 (Sec 4) of the coronavirus Relief Fund Guidance Reference allows for expense to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions. This upgrade will make these spaces "remote meeting ready" allowing for distance conference calls/meetings. Included in this installation are monitors, cameras, and

microphones that are compatible with virtual meeting platforms such as Zoom, Teams, and various other teleconference platforms.

On October 14, 2020 Dallas County stated the City of Duncanville's CARES Act proposals have been approved.

POLICY EXPLANATION:

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

FUNDING SOURCE:

CARES Act Funding

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the purchase of audio visual and related equipment from Digital Resources Inc. through Buyboard Contract #579-19 in the amount of \$224,150.46.

ATTACHMENTS:

[Attachment 1 - CRF Guidance](#)

[Attachment 2 - Resolution No. - 2020-086 - City Conference Room AV Upgrades](#)

[SAMS-DIGITAL RESOURCES-2021](#)

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated September 2, 2020¹**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

¹ On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

Substantially different use

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Substantially dedicated

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

Public health and public safety

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

Not substantially dedicated

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

Covered benefits

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

Supplemental Guidance on Use of Funds to Cover Administrative Costs

General

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

Compliance costs related to the Fund

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.

RESOLUTION NO. 2020-086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF AUDIO VISUAL AND RELATED EQUIPMENT FROM DIGITAL RESOURCES INC THROUGH BUYBOARD CONTRACT# 579-19 IN THE AMOUNT OF \$224,150.46; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PURCHASE ORDER; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, COVID-19 has and continues to change the workforce landscape;
and

WHEREAS, the City of Duncanville has been given the opportunity to utilize CARES Act funding to purchase solutions that will transform physical conference spaces into collaborative remote meeting and work spaces that follow published guidelines favoring online remote meetings to aid in preventing the spread of COVID-19.

WHEREAS, BuyBoard has competitively solicited proposals for audio visual equipment; and

WHEREAS, Digital Resources Inc. is an approved bidder on BuyBoard System for audio visual and related equipment; and

WHEREAS, the City of Duncanville has contractually agreed to utilize BuyBoard bids; and

WHEREAS, the City of Duncanville is authorized to utilize competitive bid #579-19.

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 execution of an agreement and/or purchase order for the procurement of audio visual and related equipment from Digital Resources Inc. in an amount not to exceed \$224,150.46 and authorize the City Manager to execute the appropriate and necessary documents and/or purchase orders.

SECTION 2. This resolution shall become effective immediately upon its passage

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

PROPOSAL**DRI-0516**

Presented By:

Digital Resources Inc

2107 Greenbriar Drive
Suite B
Southlake, TX 76092 US
(817) 481-9300
www.digitalresources.com



Leading AV Design and Integration

HUB / Woman Owned Business ID: 49129**Zoom Conference Rooms and EOC****City of Duncanville****Tracy Beekman**

tbeekman@duncanville.com

Sales Rep: Tommy Reyna

Valid For: 30 Days

Revision: 1

Date: 10/5/2020

Terms: Net 30

Co-Op

Buyboard Certificate #: 1731596678200
Contract Number: 579-19
Contract Expiration Date: 12/31/2021
Commodity: Technology Equipment,
Products, Services and Software

Conference Room A

1	Newline 65" TRU TOUCH X6 Unified Collaboration System (on-board computer incl)	\$7,903.75	\$7,903.75
1	Newline TRU TOUCH 650/700/750/800/860/X5/X7 Wall Mount	\$201.25	\$201.25
1	Barco Commercial Wireless Conferencing Media Center - Medium Room	\$2,312.50	\$2,312.50
1	Cisco 8 Port 350 Series Managed switch with 2 Gigabit copper/SFP combo + 2 SFP port	\$359.94	\$359.94
1	Crestron Electronics 3-Series Control System®	\$1,625.00	\$1,625.00

Zoom Conference Rooms and EOC

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1	Crestron Electronics 7 in. Touch Screen, White Smooth	\$875.00	\$875.00
1	Liberty AV Solutions SG FP W/HDMI F-F PIGTAIL CLR	\$24.18	\$24.18
1	Shure IMX ROOM SUBSCRIPTION - 5YR (8CHAN)	\$530.21	\$530.21
1	Shure LINEAR ARRAY MIC, BLACK, 2 FT	\$1,691.05	\$1,691.05

Conference Room A Total

\$15,522.88

Conference Room B

1	Newline TRU TOUCH 650/700/750/800/860/X5/X7 Wall Mount	\$201.25	\$201.25
1	Newline 75" TRU TOUCH X8 Unified Collaboration System (on-board computer incl)	\$10,112.50	\$10,112.50
1	Barco Commercial Wireless Conferencing Media Center - Medium Room	\$2,312.50	\$2,312.50
1	Crestron Electronics 3-Series Control System®	\$1,625.00	\$1,625.00
1	Crestron Electronics 7 in. Touch Screen, White Smooth	\$875.00	\$875.00
1	Liberty AV Solutions SG FP W/HDMI F-F PIGTAIL CLR	\$24.18	\$24.18
1	Shure IMX ROOM SUBSCRIPTION - 5YR (8CHAN)	\$530.21	\$530.21
1	Shure LINEAR ARRAY MIC, BLACK, 2 FT	\$1,691.05	\$1,691.05

Conference Room B Total

\$17,371.69

Rec Center Conference Room

1	Newline TRU TOUCH 650/700/750/800/860/X5/X7 Wall Mount	\$201.25	\$201.25
1	Newline 86" TRU TOUCH 860IP w/Logitech MeetUp + MeetUp TV Mount	\$7,903.75	\$7,903.75

Zoom Conference Rooms and EOC

1	Newline TRUTOUCH On-Board Computer (4K) - i7, 8G RAM, 256GB SSD	\$1,601.25	\$1,601.25
1	Barco Commercial Wireless Conferencing Media Center - Medium Room	\$2,312.50	\$2,312.50
1	Cisco 8 Port 350 Series Managed switch with 2 Gigabit copper/SFP combo + 2 SFP port	\$359.94	\$359.94
1	Crestron Electronics 3-Series Control System®	\$1,625.00	\$1,625.00
1	Crestron Electronics 7 in. Touch Screen, White Smooth	\$875.00	\$875.00
1	Liberty AV Solutions SG FP W/HDMI F-F PIGTAIL CLR	\$24.18	\$24.18
1	Middle Atlantic 9OUT,15A,RCKMNT POWER CEN	\$98.56	\$98.56
1	Middle Atlantic 28W16SP28DP RFR RACK BR	\$844.90	\$844.90
1	QSC AV-to-USB bridge	\$1,436.25	\$1,436.25
1	Shure DANTE AUDIO NETWORK INTERFACE WITH MATRIX MIXING, 4- INPUT/2- OUTPUT TO USB/ANALOG	\$507.65	\$507.65
1	Shure IMX ROOM SUBSCRIPTION - 5YR (8CHAN)	\$530.21	\$530.21
1	Shure LINEAR ARRAY MIC, WHITE, 4 FT	\$2,142.31	\$2,142.31
2	Shure SOFT BUNDLE - MXN5W-C + A-MXN5-TB	\$349.71	\$699.42

Rec Center Conference Room Total

\$21,162.17

Service Center Conference Room

1	Barco Commercial Wireless Conferencing Media Center - Medium Room	\$2,312.50	\$2,312.50
1	Cisco 8 Port 350 Series Managed switch with 2 Gigabit copper/SFP combo + 2 SFP port	\$359.94	\$359.94

Zoom Conference Rooms and EOC

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1	Crestron Electronics 3-Series Control System®	\$1,625.00	\$1,625.00
1	Crestron Electronics 10.1 in. Touch Screen, White Smooth	\$1,500.00	\$1,500.00
1	Middle Atlantic 4SP ANOD DRAWER W/LOCK	\$191.19	\$191.19
2	Middle Atlantic 9OUT 15A 2STAGE NTFY CTRL	\$181.10	\$362.20
1	Middle Atlantic 28W24SP28DP RFR RK BL RN	\$985.63	\$985.63
2	Middle Atlantic UPS STD 1500VA	\$719.04	\$1,438.08
3	Planar Cable Assy, PWR, DC, LOOP, 8ft	\$53.44	\$160.32
4	Planar Screw M5X.8X8, BHCS, Black 25/Bag	\$0.00	\$0.00
2	Planar Sht Mtl, CVR, BTM, HDX55L	\$71.25	\$142.50
2	Planar Sht Mtl, CVR, Top	\$71.25	\$142.50
2	Planar Sht Mtl, CVR, Right, HDX55L	\$53.44	\$106.88
2	Planar COSMETIC TRIM FOR MATRIX MX55HDX TO COVER	\$53.44	\$106.88
1	Planar Assy Mfg, 4HDMI DP Loop, HDBaseT	\$0.00	\$0.00
1	Planar Remote Power supply single 110/220v	\$0.00	\$0.00
1	Planar Remote Power Supply Module (RPSM) for Remote Power Supply (RPS110 Or RPS220)	\$890.63	\$890.63
1	Planar Matrix G3 Accessory Kit	\$0.00	\$0.00
1	Planar MATRIX G3 DISPLAY TEST KIT / PS - US	\$356.25	\$356.25
4	Planar Standard Vertical Spacer Bracket	\$0.00	\$0.00

Zoom Conference Rooms and EOC

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1	Planar 200-foot (60-meter) Primary Power Cable - to provide a 48V power connection from the Power Supply Module to the display.	\$529.61	\$529.61
2	Planar USA AC power cord for PS modules (from the wall to the power supply).	\$0.00	\$0.00
4	Planar 55"G3 Clarity Matrix 1920x1080 500 nit LCD video wall	\$5,106.26	\$20,425.04
8	Planar Screw,M4x7x8mm, 5/bag	\$0.00	\$0.00
4	Planar Standard Horizontal Spacer Bracket	\$0.00	\$0.00
1	QSC AV-to-USB bridge	\$1,436.25	\$1,436.25
1	QSC Conference camera with 12x optical zoom	\$3,125.00	\$3,125.00
1	QSC Ceiling Mounting Bracket for PTZ 12x72/PTZ 20x60 camera	\$86.25	\$86.25
1	QSC Digital Q-SYS CORE 110F-NA 100-240V	\$2,500.00	\$2,500.00
1	Shure IMX ROOM SUBSCRIPTION - 5YR (16CHAN)	\$1,000.00	\$1,000.00
1	Shure 24" Ceiling array microphone with DSP utilities - white finish	\$3,748.75	\$3,748.75
2	Shure SOFT BUNDLE - MXN5W-C + A-MXN5-TB	\$349.71	\$699.42
Service Center Conference Room Total			\$44,230.82

Fire Station EOC

1	Newline TRU TOUCH 650/700/750/800/860/X5/X7 Wall Mount	\$201.25	\$201.25
1	Newline 86" TRU TOUCH 860IP w/Logitech MeetUp + MeetUp TV Mount	\$7,903.75	\$7,903.75
1	Newline TRU TOUCH On-Board Computer (4K) - i7, 8G RAM, 256GB SSD	\$1,601.25	\$1,601.25

Zoom Conference Rooms and EOC

1	Barco Commercial Wireless Conferencing Media Center - Medium Room	\$2,312.50	\$2,312.50
1	Cisco Cisco 550X Series SG550X-24MP - switch - 24 ports - managed - rack-mountable	\$2,093.75	\$2,093.75
1	Crestron Electronics infiNET EX® Network and ER Wireless Gateway	\$281.25	\$281.25
1	Crestron Electronics 3-Series Control System®	\$1,625.00	\$1,625.00
1	Crestron Electronics 8.7" Wireless Touch Screen	\$2,375.00	\$2,375.00
1	Crestron Electronics Wall Dock for TST-902	\$937.50	\$937.50
2	Crestron Electronics 10.1 in. Touch Screen, White Smooth	\$1,500.00	\$3,000.00
1	Liberty AV Solutions SG FP W/HDMI F-F PIGTAIL CLR	\$24.18	\$24.18
1	Middle Atlantic 4SP ANOD DRAWER W/LOCK	\$191.19	\$191.19
2	Middle Atlantic 9OUT 15A 2STAGE NTFY CTRL	\$181.10	\$362.20
1	Middle Atlantic 28W24SP28DP RFR RK BL RN	\$985.63	\$985.63
2	Middle Atlantic UPS STD 1500VA	\$719.04	\$1,438.08
3	Planar Cable Assy, PWR, DC, LOOP, 8ft	\$53.44	\$160.32
4	Planar Screw M5X.8X8, BHCS, Black 25/Bag	\$0.00	\$0.00
2	Planar Sht Mtl, CVR, BTM, HDX55L	\$71.25	\$142.50
2	Planar Sht Mtl, CVR, Top	\$71.25	\$142.50
2	Planar Sht Mtl, CVR, Right, HDX55L	\$53.44	\$106.88
2	Planar COSMETIC TRIM FOR MATRIX MX55HDX TO COVER	\$53.44	\$106.88
1	Planar Assy Mfg, 4HDMI DP Loop, HDBaseT	\$0.00	\$0.00

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1	Planar Remote Power supply single 110/220v	\$0.00	\$0.00
1	Planar Remote Power Supply Module (RPSM) for Remote Power Supply (RPS110 Or RPS220)	\$890.63	\$890.63
1	Planar Matrix G3 Accessory Kit	\$0.00	\$0.00
1	Planar MATRIX G3 DISPLAY TEST KIT / PS - US	\$356.25	\$356.25
4	Planar Standard Vertical Spacer Bracket	\$0.00	\$0.00
1	Planar 200-foot (60-meter) Primary Power Cable - to provide a 48V power connection from the Power Supply Module to the display.	\$529.61	\$529.61
2	Planar USA AC power cord for PS modules (from the wall to the power supply).	\$0.00	\$0.00
4	Planar 55"G3 Clarity Matrix 1920x1080 500 nit LCD video wall	\$5,106.26	\$20,425.04
8	Planar Screw,M4x7x8mm, 5/bag	\$0.00	\$0.00
4	Planar Standard Horizontal Spacer Bracket	\$0.00	\$0.00
1	QSC AV-to-USB bridge	\$1,436.25	\$1,436.25
1	QSC Conference camera with 12x optical zoom	\$3,125.00	\$3,125.00
1	QSC Ceiling Mounting Bracket for PTZ 12x72/PTZ 20x60 camera	\$86.25	\$86.25
1	QSC Digital Q-SYS CORE 110F-NA 100-240V	\$2,500.00	\$2,500.00
4	Shure IMX ROOM SUBSCRIPTION - 5YR (16CHAN)	\$1,000.00	\$4,000.00
2	Shure 24" Ceiling array microphone with DSP utilities - white finish	\$3,748.75	\$7,497.50
6	Shure SOFT BUNDLE - MXN5W-C + A-MXN5-TB	\$349.71	\$2,098.26

Zoom Conference Rooms and EOC

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Fire Station EOC Total	\$68,936.40
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Cable Connectors and Hardware

1	Cables, Connectors and Installation Hardware	\$5,625.00	\$5,625.00
	Cables, Connectors and Installation Hardware		

Cable Connectors and Hardware Total	\$5,625.00
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Engineering & Installation

1	Engineering, Programming and Integration Services	\$51,301.50	\$51,301.50
	Engineering, Programming and Integration Services Required		

Engineering & Installation Total	\$51,301.50
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Project Subtotal:	\$224,150.46
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QUOTE SUMMARY

Equipment:	\$172,848.96
Labor:	\$51,301.50
Grand Total:	\$224,150.46

Scope of Work:

This proposal introduces new technology to enhance conference rooms to assist with zoom collaboration using smartboards and various audio equipment to ensure proper visual and audio support for covid related responses. Each upgraded area will have the option to use Zoom or other needed collaboration systems deemed essential for communication during a city crisis.

Conference Room A:

Smartboard Installed with audio enhancements for Zoom calls.Remote Management capable.

Conference Room B:

Smartboard Installed with audio enhancements for Zoom calls.Remote Management capable.

Recreation Center Conference Room:

Smartboard Installed with audio enhancements for Zoom calls.Remote Management capable. Sound reenforcement enabled.

Service Center Conference Room:

Video Wall Installed with audio enhancements for Zoom calls.Remote Management capable.Sound Reenforcement enabled.

Fire Station EOC:

Smartboard Installed with audio enhancements for Zoom calls.Remote Management capable.Sound Reenforcement enabled. New Video Wall installed with all needed media sources and training sources as needed.

These rooms will be connected via Zoom and will allow for conference room assistance via web management.

Work Delays:

This proposal for installation work has been estimated by working in a continuous manner, free from debris from other trades or delays preventing work during normal business hours. If DRI work under this proposal is interrupted by no fault of DRI, then a Minimum \$500 per incident rescheduling fee will apply. DRI will make every effort to accomodate where applicable.

Warranty:

Digital Resources certified system installation work carries a 1 year on-site workmanship guarantee. All new equipment provided will have a 1 year minimum manufacturer warranty. DRI will provide free telephone support and will have a 48 hour response on service requests. Warranty service will cover the repair or replacement of equipment that is equal to or equivalent loaner equipment where applicable. Any product defects and or failures will be subject to the specific manufacturer's warranty repair or replacement policy, which may or may not include the cost of on-site service labor. If the field engineer/technician determines that the defect is not relative to failed physical workmanship of the installation provided by DRI, standard service rates may be applied and billed accordingly. On-site labor to inspect, trouble shoot, remove and install faulty equipment is not included under the warranty and is subject to standard DRI service rates. All freight charges to return warranty repairs and/or returns will be billed accordingly.

Digital Resources strives to offer excellent service and support. Please consult with our company representative for information on additional service level agreement options.

Reference Quote # DRI-0516

Client PO#: _____ Print Name: _____ Title: _____

Client: **Tracy Beekman**

Date

Customer Approval:

Please sign above as an authorized agent, approving the products and services proposed. By signing OR emailing your approval, you agree to Digital Resources standard terms and conditions, along with the conditions set forth as written in this proposal. Partial shipments will be shipped and invoiced unless noted otherwise. Taxes and shipping charges will be invoiced separately. Final scope of work and engineering may provide for a change in fees or services which you agree to upon approving this order.

Zoom Conference Rooms and EOC

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*** Purchase will be taxable according to state / local tax laws for point of delivery. Unless information is completed below.*
NO _____ Tax ID # _____ (A Sales Tax Exempt Form Must Be On File)

Email To: orders@digitalresources.com Thank you for your business!

SAM Search Results
List of records matching your search for :
Search Term : DIGITAL RESOURCES INC*
Record Status: Active

ENTITY	Digital Resources, Inc.	Status: Active
DUNS: 026040738	+4:	CAGE Code: 4KJW6 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2107 Greenbriar Dr Ste C		
City: Southlake	State/Province: TEXAS	
ZIP Code: 76092-8311	Country: UNITED STATES	



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution authorizing a purchase agreement with Dell Marketing, LP., for new hardware, software, technology services, and maintenance and support services and other related equipment, using State of Texas Department of Information Resources Cooperative Contract DIR-TSO-3763 in an amount not to exceed \$75,664.82.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **6. Become a “best-practices” organization**
 - **Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers’ experiences and exceed their expectations.**

STAFF RESPONSIBLE:

Tracy R. Beekman, IT Director

Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

On June 2, 2020 the City of Duncanville entered an interlocal agreement (Resolution No. 2020-047) with Dallas County to receive funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for up to \$2,173,050. The City received 20% of this funding upfront in the amount of \$434,610 on July 2, 2020. The remaining 80% of funding (\$1,738,440) must be requested from the County by submitting a proposal package.

On July 21, 2020 the City Council approved to utilize \$1,470,000 of the funding to participate in Dallas County’s Emergency Business Assistance (EBAP) program and the remaining balance of \$703,050 to be used for internal City costs. The EBAP program would utilize the County’s funds first and then City’s funds last. On September 4, 2020 Dallas County notified the City that the EBAP program was completed utilizing only County funds and the City’s earmarked funds of \$1,470,000 were available to reallocate to any other eligible costs for mitigating and responding to COVID 19 public health emergency. Proposal packages to request remaining funding from the County are due by October 31, 2020 and all expenses must be incurred by November 30, 2020. City staff has evaluated its needs as it relates to the COVID-19 public health emergency and identified new projects.

The City’s Information Technology Department purchases laptops, computers, other related equipment, and management software from Dell USA L.L.P. The purchase of this equipment will work in conjunction with our proposed Virtual Desktop Infrastructure (VDI) environment in providing for a very mobile and flexible solution where City staff is required to work from home or remotely to prevent the spread of COVID-19. We will be replacing the current desktop solutions in use by staff at various locations throughout the City and replacing them with a laptop that is designed to work either

at the desk or remote. This move allows for a much more easily deployed and quicker response in the event that staff is required to work remotely. Page 4 (Sec 4) of the Coronavirus Relief Fund Guidance Reference allows for this expense to improve the telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

On October 14, 2020 Dallas County stated the City of Duncanville's CARES Act proposals have been approved.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids for the purchase of the item. DIR Contracts are competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

FUNDING SOURCE:

CARES Act Funding

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution for a purchase agreement with Dell Marketing, LP., for new hardware, software, technology services, and maintenance and support services and other related equipment, using the State of Texas Department of Information Resources Cooperative Contract DIR-TSO-3763 in an amount not to exceed \$75,664.82.

ATTACHMENTS:

[Attachment 1 - CRF Guidance](#)

[Attachment 1 - Resolution No. - 2020-088 - Replace current City desktop PCs with laptop PCs - Pdf SAMS-Dell Marketing LP-2021](#)

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated September 2, 2020¹**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

¹ On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

Substantially different use

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Substantially dedicated

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

Public health and public safety

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

Not substantially dedicated

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

Covered benefits

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

Supplemental Guidance on Use of Funds to Cover Administrative Costs

General

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

Compliance costs related to the Fund

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.

RESOLUTION NO. 2020-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID AND AUTHORIZING THE PURCHASE OF PERSONAL COMPUTER HARDWARE, RELATED EQUIPMENT, AND MANAGEMENT SOFTWARE FROM DELL USA L.L.P. THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT IN THE AN AMOUNT NOT TO EXCEED \$75,664.82; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, COVID-19 has and continues to change the workforce landscape;
and

WHEREAS, the City of Duncanville has been given the opportunity to utilize CARES Act funding to purchase solutions that will allow for a more mobile and flexible workforce to aid in the prevention of COVID-19 while allowing the City to continue operating at a capacity necessary to provide the citizens of Duncanville the level of service they are accustomed to; and

WHEREAS, the Texas Department of Information Resources has competitively solicited proposals for personal computer hardware, related equipment, and management software; and

WHEREAS, the Texas Department of Information Resources has evaluated the proposals and awarded a contract to Dell USA L.L.P.; and

WHEREAS, the purchase through this contract will exceed \$50,000.00 and required approval by the City Council as set forth in the attached Exhibit A;

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 does hereby award the bid and authorize purchase of personal computer hardware, related equipment, and management software with Dell USA L.L.P through the Texas Department of Information Resources contract in an amount not to exceed \$75,664.82; and

SECTION 2. The City Council of the City of Duncanville authorizes the City Manager, or his designee, to execute the necessary agreement, 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 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000070073114.2
Total \$75,664.82
 Customer # 2433879
 Quoted On Oct. 06, 2020
 Expires by Nov. 05, 2020

Sales Rep Cee Cee Street
 Phone (800) 456-3355, +1512
 Email Catherine_Street@Dell.com
Billing To ACCOUNTS PAYABLE
 CITY OF DUNCANVILLE
 IT DEPT
 PO BOX 380280
 DUNCANVILLE, TX 75138-0280

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
 Cee Cee Street

Shipping Group

Shipping To	Shipping Method
TRACY BEEKMAN CITY OF DUNCANVILLE 203 E WHEATLAND RD DUNCANVILLE, TX 75116-4898 (972) 780-5087	Standard Delivery

Product	Unit Price	Qty	Subtotal
Wyse 5470	\$589.00	90	\$53,010.00
Dell Dock- WD19 90w Power Delivery - 130w AC	\$181.00	90	\$16,290.00
Wyse Management Suite Pro (WMS Pro)	\$6,364.82	1	\$6,364.82

Subtotal:	\$75,664.82
Shipping:	\$0.00
Non-Taxable Amount:	\$75,664.82
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$75,664.82
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

TRACY BEEKMAN
CITY OF DUNCANVILLE
203 E WHEATLAND RD
DUNCANVILLE, TX 75116-4898
(972) 780-5087

Shipping Method

Standard Delivery

			Qty	Subtotal
Wyse 5470		\$589.00	90	\$53,010.00
Estimated delivery if purchased today: Nov. 20, 2020 Contract # C000000006841 Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Wyse 5470, CTO	210-ASMT	-	90	-
Intel Celeron N4100 (4 Cores/4MB/4T/up to 2.4GHz/6W)	379-BDPM	-	90	-
Wyse ThinOS Firmware Access	619-ANNK	-	90	-
ThinOS English OS	634-BSSW	-	90	-
4GB 1x4GB, 2400MHz DDR4 Memory	370-AETF	-	90	-
SATA Flash Included	400-AMZR	-	90	-
14.0" HD (1366x768) Anti-Glare, Non-Touch, Camera - Cover	320-BDGX	-	90	-
Non Touch 14.0 HD	391-BEQQ	-	90	-
Single Pointing Backlit Keyboard, English	583-BFMV	-	90	-
Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5	555-BFFI	-	90	-
3 Cell 42Whr ExpressChargeTM Capable Battery	451-BCMK	-	90	-
65 Watt AC Adapter	450-AECV	-	90	-
US Power Cord	537-BBBL	-	90	-
Reference Guide for Wyse 5470	340-CMNY	-	90	-
Regulatory Label, FCC	389-DPGZ	-	90	-
Regulatory Label	389-DQOS	-	90	-
System Ship Info	640-BBIB	-	90	-
Custom Configuration	817-BBBB	-	90	-
Wyse Software Driver for Thin OS/Linux	658-BDSS	-	90	-
No UPC Label	389-BCGW	-	90	-
Energy Star Compliant	340-AAPZ	-	90	-
ENERGY STAR Qualified	389-BKKG	-	90	-
English and Spanish, Shipping Docs	340-APZU	-	90	-
Intel(R) Celeron(R) Label	340-AQVB	-	90	-
Direct Ship Info	340-ABSE	-	90	-
Shipping Material for System	340-CMTX	-	90	-
No Mouse	570-AADK	-	90	-
Wyse 5470, Intel Celeron Processor N4100 , 16GB eMMC	321-BENX	-	90	-
Base Cover with No CAC	346-BFWB	-	90	-

Page 5 of 7

No Docking Station	452-BBSE	-	90	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	90	-
ProSupport: Next Business Day Onsite, 1 Year	825-9862	-	90	-
ProSupport: Next Business Day Onsite, 4 Years Extended	825-9866	-	90	-
ProSupport: 7x24 Technical Support, 5 Years	825-9871	-	90	-
Dell Limited Hardware Warranty	825-9887	-	90	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	90	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	90	-
No Accidental Damage Selected	981-4619	-	90	-

			Qty	Subtotal
Dell Dock- WD19 90w Power Delivery - 130w AC	\$181.00	90		\$16,290.00

Estimated delivery if purchased today:
Oct. 27, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19 90 PD	210-ARIO	-	90	-
Advanced Exchange Service, 3 Years	824-3984	-	90	-
Dell Limited Hardware Warranty	824-3993	-	90	-
			Qty	Subtotal

Wyse Management Suite Pro (WMS Pro)	\$6,364.82	1	\$6,364.82
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Estimated delivery if purchased today:
Oct. 26, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Wyse Management Suite PRO	210-ALWZ	-	1	-
Thank You for Choosing ProSupport for Wyse	813-6967	-	1	-
ProSupport for Software, Wyse Management Suite, 5 Years	813-6974	-	1	-
Thank you for Your Order	929-3709	-	1	-
Thank you for choosing Dell ProSupport. For software/solutions Tech Support call 877-459-7304	932-0499	-	1	-
Thank you for Your Order	935-6720	-	1	-
Digital Fulfillment for Wyse Management Suite PRO (Provisioning takes 48 hours after registration)	634-BKBW	-	90	-
Subscription, 5 year	634-BKYP	-	90	-
ProSupport for Software, Wyse Management Suite, Per Seat, 5 Years	813-6975	-	90	-

Subtotal:	\$75,664.82
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total: \$75,664.82

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

SAM Search Results
List of records matching your search for :

Search Term : Dell Marketing LP*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution authorizing the purchase with Dell USA L.L.P., for virtual desktop infrastructure (VDI) hardware and related equipment, software, and deployment services using State of Texas Department of Information Resources Cooperative Contract DIR-TSO-3763 for an amount not to exceed \$453,655.56.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **6. Become a “best-practices” organization**
 - **Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers’ experiences and exceed their expectations.**

STAFF RESPONSIBLE:

Tracy R. Beekman - IT Director

Sheila Baker - Purchasing Manager

BACKGROUND/HISTORY:

On June 2, 2020, the City of Duncanville entered an interlocal agreement (Resolution No. 2020-047) with Dallas County to receive funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for up to \$2,173,050. The City received 20% of this funding up front in the amount of \$434,610 on July 2, 2020. The remaining 80% of funding (\$1,738,440) must be requested from the County by submitting a proposal package.

On July 21, 2020, the City Council approved to utilize \$1,470,000 of the funding to participate in Dallas County’s Emergency Business Assistance (EBAP) program and the remaining balance of \$703,050 to be used for internal City costs. The EBAP program would utilize the County’s funds first and then City’s funds last. On September 4, 2020, Dallas County notified the City that the EBAP program was completed utilizing only County funds and the City’s earmarked funds of \$1,470,000 were available to reallocate to any other eligible costs for mitigating and responding to COVID 19 public health emergency. Proposal packages to request remaining funding from the County are due by October 31, 2020, and all expenses must be incurred by November 30, 2020. City staff has evaluated its needs as it relates to the COVID-19 public health emergency and identified new projects.

One of the projects is the implementation of a virtual desktop infrastructure (VDI) that will allow for rapid deployment of City staff to working in remote locations allowing access to critical software and applications that are not otherwise accessible unless you are sitting in the office. The use of this type of technology allows for a more secure and stable end-user environment as management, critical security updates, and software patches are completed in a central location rather than a per device

that is currently in use now. This solution not only allows for a more easily mobilized remote workforce but will give the City an opportunity to reduce average PC replacement costs year over year. Page 4 (Sec 4) of the Coronavirus Relief Fund Guidance Reference allows for this expense to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

On October 14, 2020 Dallas County stated the City of Duncanville's CARES Act proposals have been approved.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids for the purchase of the item. DIR Contracts are competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

FUNDING SOURCE:

CARES Act Funding

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the purchase of virtual desktop infrastructure (VDI) hardware and related equipment, software, and deployment services from Dell USA L.L.P., through State of Texas Department of Information Resources Cooperative Contract DIR-TSO-3763 for an amount not to exceed \$453,655.56.

ATTACHMENTS:

[Attachment 1 - CRF Guidance](#)

[Attachment 2 - Resolution No. - 2020-084 - Implement VDI Solution](#)

[SAMS-Dell Marketing LP-2021](#)

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated September 2, 2020¹**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

¹ On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

Substantially different use

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Substantially dedicated

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

Public health and public safety

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

Not substantially dedicated

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

Covered benefits

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

Supplemental Guidance on Use of Funds to Cover Administrative Costs

General

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

Compliance costs related to the Fund

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.

RESOLUTION NO. 2020-084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF VIRTUAL DESKTOP INFRASTRUCTURE (VDI) HARDWARE AND RELATED EQUIPMENT, SOFTWARE, AND DEPLOYMENT SERVICES FROM DELL USA L.L.P USING THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT DIR-TSO-3763 FOR AN AMOUNT NOT TO EXCEED \$453,655.56; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, COVID-19 has and continues to change the workforce landscape;
and

WHEREAS, The City of Duncanville has been given the opportunity to utilize CARES Act funding to purchase solutions that will allow for a more mobile and flexible workforce to aid in the prevention of COVID-19 while allowing the City to continue operating at a capacity necessary to provide the citizens of Duncanville the level of service they are accustomed to; and

WHEREAS, The Texas Department of Information Resources has competitively solicited proposals for virtual desktop infrastructure (VDI) hardware and related equipment; and

WHEREAS, The Texas Department of Information Resources has evaluated the proposals and awarded a contract to Dell USA L.L.P.; and

WHEREAS, The purchase through this contract will exceed \$50,000.00 and requires approval by the City Council as set forth in the attached Exhibit A;

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 does hereby authorize the purchase of virtual desktop infrastructure (VDI) hardware and related equipment, software, and deployment services with Dell USA L.L.P. using the Texas Department of Information Resources contract DIR-TSO-3763 for an amount not to exceed \$453,655.56 as provided in Exhibit A; and

SECTION 2. The City Council of the City of Duncanville authorizes the City Manager, or his designee, to execute the necessary agreement, 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 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Dell Customer Communication - Confidential

City of Duncanville | VDI Solution Overview

The below proposal for 400 concurrent users (excluding Microsoft, which is for 90 users) is for the City of Duncanville's VDI infrastructure. This proposal leverages Dell hardware, VMware VSAN & Horizon licenses, Microsoft licensing, as well as services for full deployment, configuration, knowledge transfer and handover.

Hardware:

Quote: 3000070260281.1

- 1x APC NetShelter SX rack - 48U
- 2x APC Metered Rack PDU(s)
- 2x PowerSwitch S5224-ON(s)
 - 24 Port(s) each 10/25G
- 4x VSAN Ready Node R740XD(s) each with:
 - BOSS controller card + with 2 M.2 Sticks 480GB (RAID 1)
 - 2x Intel Xeon Gold 6238 2.1G, 22C/44T, 10.4GT/s, 30.25M Cache
 - 384GB of RAM
 - 4x Broadcom 57414 Dual Port 10/25GbE SFP28
 - 7x 3.84TB SSD SAS Read Intensive 12Gbps

The total hardware cluster will then have:

- 176 Cores
- 1.54TB of RAM
- 16 10/25 GbE uplinks
- 108TB of SSD Space for VSAN configuration

All of the above will come with:

- ProDeploy Plus (full white glove physical install)
- ProSupport Plus, Mission Critical, 4 Hour response (5 years)

Software:

Quote: 3000070266473.1

- VMWARE HORIZON 8 ADVANCED
 - 400 Concurrent Users
 - 5 Years VMware support

Quote: AM202010021X

- 90 Microsoft licenses of virtual desktop
 - Licensed only for current user need
 - Can add in more users later
 - 36 mo *subscription* at full cost

Professional Services:

Quote: 20753306

- [Custom Statement of Work Attached](#)
- Full deployment, configuration, knowledge transfer & handover

Pricing Breakdown:

Hardware:	\$111,635.12
VMW Software:	\$248,745.64
Services:	\$60,000.00
Microsoft (36 mo):	\$33,274.80
Total:	\$453,655.56



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000070260281.1
Total \$111,635.12
 Customer # 2433879
 Quoted On Oct. 06, 2020
 Expires by Nov. 05, 2020
 Solution ID 13171826
 Deal ID 20753320

Sales Rep Rachel Larson
Phone (800) 456-3355, 6180074
Email Rachel_Larson@Dell.com
Billing To ACCOUNTS PAYABLE
 CITY OF DUNCANVILLE
 IT DEPT
 PO BOX 380280
 DUNCANVILLE, TX 75138-0280

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
 Rachel Larson

Product	Unit Price	Qty	Subtotal
APC Metered Rack PDU AP8841 - 0U - 208V NEMA L6-30 Input / (36) C13 & (6) C19 Output	\$528.56	2	\$1,057.12
APC NetShelter SX rack - 48U	\$1,477.36	1	\$1,477.36
PowerSwitch S5224-ON - Duncanville	\$8,540.52	2	\$17,081.04
VSAN Ready Node R740XD - Duncanville	\$23,004.90	4	\$92,019.60

Subtotal:	\$111,635.12
Shipping:	\$0.00
Non-Taxable Amount:	\$111,635.12
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$111,635.12

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

		Qty	Subtotal
APC Metered Rack PDU AP8841 - 0U - 208V NEMA L6-30 Input / (36) C13 & (6) C19 Output	\$528.56	2	\$1,057.12

Estimated delivery if purchased today:
Oct. 15, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
APC Metered Rack PDU AP8841 - 0U - 208V NEMA L6-30 Input / (36) C13 & (6) C19 Output	A7284209	-	2	-

APC NetShelter SX rack - 48U

Estimated delivery if purchased today:
Oct. 27, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
APC NetShelter SX rack - 48U	A7067509	-	1	-

PowerSwitch S5224-ON - Duncanville

Estimated delivery if purchased today:
Oct. 20, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, IO to PSU air, 2x PSU, OS10	210-APHQ	-	2	-
Dell EMC S52XX-ON Series User Guide	343-BBLP	-	2	-
OS10 Enterprise, S5224F-ON	634-BRWJ	-	2	-
US Order	332-1286	-	2	-
Dell Hardware Limited Warranty 1 Year	818-4983	-	2	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year	818-5025	-	2	-
ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years	818-5032	-	2	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	818-5033	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	2	-
ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment	804-2152	-	2	-
ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment Verification	804-2153	-	2	-
ProDeploy Plus Training Credits 500 Redeem at education.dellemc.com Expires 1Yr from Order Date	812-4037	-	2	-
Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 5 Meter	470-ACEW	-	16	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-

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Qty Subtotal

VSAN Ready Node R740XD - Duncanville

\$23,004.90

4

\$92,019.60

Estimated delivery if purchased today:

Oct. 22, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
R740XD,VSAN-RN,AF	210-APNS	-	4	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	4	-
No Trusted Platform Module	461-AADZ	-	4	-
Chassis with Up to 24 x 2.5" Hard Drives for 2CPU	321-BCPY	-	4	-
PowerEdge R740XD Shipping	340-BLBE	-	4	-
PowerEdge R740 Shipping Material	340-CORZ	-	4	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	4	-
Intel Xeon Gold 6238 2.1G, 22C/44T, 10.4GT/s, 30.25M Cache, Turbo, HT (140W) DDR4-2933	338-BTSI	-	4	-
Intel Xeon Gold 6238 2.1G, 22C/44T, 10.4GT/s, 30.25M Cache, Turbo, HT (140W) DDR4-2933	338-BTSI	-	4	-
Additional Processor Selected	379-BDCO	-	4	-
Standard 2U Heatsink	412-AAIR	-	4	-
Standard 2U Heatsink	412-AAIR	-	4	-
3200MT/s RDIMMs	370-AEVR	-	4	-
Performance Optimized	370-AAIP	-	4	-
No RAID	780-BCDI	-	4	-
HBA330 Controller Adapter, Low Profile	405-AANK	-	4	-
BOSS controller card + with 2 M.2 Sticks 480GB (RAID 1),FH	403-BCHJ	-	4	-
VMware ESXi 7.0 Embedded Image on BOSS (License Not Included)	634-BWZG	-	4	-
No Media Required	421-5736	-	4	-
OpenManage Enterprise Advanced	528-BIYY	-	4	-
iDRAC9 Datacenter x4	528-CIBI	-	4	-
iDRAC Group Manager, Disabled	379-BCQY	-	4	-
Broadcom 57414 Dual Port 10/25GbE SFP28, rNDC	540-BBUM	-	4	-
iDRAC,Legacy Password	379-BCSG	-	4	-
Riser Config 4, 3x8, 4 x16 slots	330-BBHH	-	4	-
OpenManage Integration for VMware vCenter - 1 host increment, 5 year license - Digitally Fulfilled	634-BJBC	-	4	-
6 Performance Fans forR740/740XD	384-BBPZ	-	4	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	-	4	-
PowerEdge 2U LCD Bezel	325-BCHV	-	4	-
PE R740XD Luggage Tag	389-BTTO	-	4	-
Quick Sync 2 (At-the-box mgmt)	350-BBJU	-	4	-
Performance BIOS Settings	384-BBBL	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-

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US Order	332-1286	-	4	-
IDM/ Personality Module for VSAN RN R740xd	350-BBQW	-	4	-
VDI Solution	800-BBPD	-	4	-
Dell Hardware Limited Warranty Plus On-Site Service	813-6068	-	4	-
ProSupport Plus: Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch, 2 Years Extended	821-2167	-	4	-
ProSupport Plus: Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch, 3 Years	821-2169	-	4	-
ProSupport Plus: Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	821-2173	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	4	-
ProDeploy Plus Add-On: VMware vSAN (Requires ProDeploy Plus)	815-4077	-	4	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	4	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	4	-
ProDeploy Plus Training Credits 300 Redeem at education.dellemc.com Expires 1Yr from Order Date	812-4005	-	4	-
Virtual SAN Ready Node,5 Years	815-9082	-	4	-
32GB RDIMM, 3200MT/s, Dual Rank	370-AEVN	-	48	-
3.84TB SSD SAS Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 7008 TBW	400-AXPE	-	28	-
Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height	540-BBUJ	-	4	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-
VMware vSAN 7 Advanced, 1 CPU (max 32 cores/CPU socket), 5YR License/Maintenance	528-CKZI	-	8	-
ProSupport for Software, VMware, vSAN Advanced, 1 CPU, 5 Years	808-4237	-	8	-

Subtotal:	\$111,635.12
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$111,635.12

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only : If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000070266473.1
Total \$248,745.64
 Customer # 2433879
 Quoted On Oct. 06, 2020
 Expires by Oct. 31, 2020

Sales Rep Jean Golden
 Phone (800) 456-3355, 4341715
 Email Jean_Golden@Dell.com
Billing To ACCOUNTS PAYABLE
 CITY OF DUNCANVILLE
 IT DEPT
 PO BOX 380280
 DUNCANVILLE, TX 75138-0280

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
 Jean Golden

Shipping Group

Shipping To	Shipping Method
TRACY BEEKMAN CITY OF DUNCANVILLE 203 E WHEATLAND RD DUNCANVILLE, TX 75116-4898 (972) 780-5087	Standard Delivery

Product	Unit Price	Qty	Subtotal
VLA VMWARE HORIZON 8 ADVANCED 100 PACK (CCU)	\$20,692.01	4	\$82,768.04
VLA VMWARE PROD SUP/SUP FOR HORIZON 8 ADVANCED 100 PACK (CCU)	\$8,298.88	20	\$165,977.60

Subtotal:	\$248,745.64
Shipping:	\$0.00
Non-Taxable Amount:	\$248,745.64
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$248,745.64

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

TRACY BEEKMAN
CITY OF DUNCANVILLE
203 E WHEATLAND RD
DUNCANVILLE, TX 75116-4898
(972) 780-5087

Shipping Method

Standard Delivery

				Qty	Subtotal
VLA VMWARE HORIZON 8 ADVANCED 100 PACK (CCU)		\$20,692.01		4	\$82,768.04
Estimated delivery if purchased today: Nov. 25, 2020 Contract # C000000006841 Customer Agreement # DIR-TSO-3763					
Description	SKU	Unit Price		Qty	Subtotal
VLA VMWARE HORIZON 8 ADVANCED 100 PACK (CCU)	AB365217	-		4	-
				Qty	Subtotal
VLA VMWARE PROD SUP/SUP FOR HORIZON 8 ADVANCED 100 PACK (CCU)		\$8,298.88		20	\$165,977.60
Estimated delivery if purchased today: Nov. 25, 2020 Contract # C000000006841 Customer Agreement # DIR-TSO-3763					
Description	SKU	Unit Price		Qty	Subtotal
VLA VMWARE PROD SUP/SUP FOR HORIZON 8 ADVANCED 100 PACK (CCU)	AB365216	-		20	-
					Subtotal: \$248,745.64
					Shipping: \$0.00
					Estimated Tax: \$0.00
					Total: \$248,745.64

Important Notes

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Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.



Quotation

Quote Number: AM202010021X
Quote Expires: October 30, 2020

Andrew Magness
 Software Licensing Specialist
 Email: andrew.magness@dell.com
 Phone #: 214-984-6107

Customer: CITY OF DUNCANVILLE
Contact: Tracy Beekman
Customer #: 2433879
Phone:
Fax:
Email:
Date of Issue: October 2, 2020

Remit To: Dell Marketing LP
 One Dell Way
 Round Rock TX 78680

Federal ID: 74-2616805

Product Description	Mfr #	Quantity	Unit Price	Ext. Price
VrtIDtpACC E3 User Subsc - 36 month term	AAA-11035	90	\$ 369.72	\$ 33,274.80

Notes: Contract# DIR-TSO-3763 Microsoft Products and Services Agreement - Requires signed licensing agreement before purchase 36 month total term	Product Subtotal \$ 33,274.80 Grand Total \$ 33,274.80
---	--

Quote Prepared By: Andrew Magness

- 1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- 3) If you have a question re: your tax status, please contact your Dell Software sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to ww.dell.com/environmentalfee.
- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Rev. 5/2020

Dell Quotation

Thanks for choosing Dell! Your quote is detailed below; please review the quote for accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Customer:	CITY OF DUNCANVILLE	Quote #/ Project Id:	20753306
Customer #:		Quote Date:	16-Sep-2020
Contract #:		Customer Contact Name:	
Customer Agreement #:			
Customer Address:	203 E Wheatland Rd, Duncanville, TX 75116		

Sales Professional Information

Sales Representative:	David A. Galvan	Phone:	469-247-5764
Email Address:	David.A.Galvan@Dell.com	Extension:	

Project Totals

Estimated Net Customer Invoice	60,000.00 USD
Estimated Services Fees and Expenses Included	60,000.00 USD
Estimated Funding Included	0.00 USD

Notice

Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. All tax quoted above is estimated; final taxes will be listed on the invoice.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order is subject to the following agreements, each of which is available in hardcopy from Dell at your request:

If this purchase includes hardware for your internal use: **Dell's Commercial Terms of Sale** (www.dell.com/CTS), which incorporate **Dell's U.S Return Policy** (www.dell.com/returnspolicy) and **Warranty** (www.dell.com/warrantyterms).

If this purchase is intended for resale: **Dell's Reseller Terms of Sale** (www.dell.com/resellerterms).

If this purchase includes services: **Dell's Professional Services Agreement** (www.dell.com/PSATerms), **Dell's service contracts** (www.dell.com/servicecontracts/global) and applicable Statement of Work, in addition to Dell's Terms of Sale.

If this purchase includes software: your use of the software is subject to the license terms accompanying the software (in the absence of such terms, your use of Dell software is subject to **Dell license agreements** (www.dell.com/licenseagreements), in addition to Dell's Terms of Sale.

You acknowledge having read and agree to be bound by the foregoing applicable terms. Any terms and conditions in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms. If you are a department, agency, division, or office of any district, state, county or municipal government within the United States, if any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by applicable law, such portion shall not apply to you.



Statement of Work for
Duncanville, Texas
Horizon VDI Deployment

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1 INTRODUCTION

“Dell Technologies Services” or “DT Services”	Dell Marketing L.P.
“DT Services Address”	One Dell Way, Round Rock TX 78682, United States
“Customer”	Duncanville, Texas
“Customer Address”	203 E Wheatland Rd, Duncanville, TX 75116
“SOW”	This Statement of Work.
“Services”	The services as described in this SOW.
“Agreement”	This SOW and the Services described in this SOW are governed by and subject to the terms and conditions set forth in: Customer’s separately signed master services agreement with DT Services to the extent such agreement authorizes Customer to order the Services; or, in the absence of such an agreement, the applicable terms and conditions at the following website: www.dell.com/cts , available in hardcopy upon request and incorporated by reference in its entirety into this SOW, and the parties acknowledge having read and agree to be bound by such online terms.
“Effective Date”	The date of the last signature below.
“Term”	The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that DT Services completes the provision of Services in accordance with this SOW.
“Deliverables”	Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by DT Services to Customer within the framework of fulfilling obligations under the SOW. All Deliverables provided under this SOW will be written in English and in the DT Services standard document format, unless otherwise mutually agreed.
“Reference”	SFDC # 20753306

The terms **“DT Services”**, **“DT Services Address”**, **“Customer”**, **“Customer Address”**, **“SOW”**, **“Services”**, **“Agreement”**, **“Effective Date”**, **“Term”** and **“Deliverables”** have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Change Request

Version Control

Date	Version	Description	Completed By
9/16/2020	1.0	Original SOW	Angela Jaworski

2 SUMMARY OF SERVICE

This section provides an overview of the Services. This section does not form part of the SOW and is added for information purposes only.

- Onsite and remote deployment of Horizon VDI solution

3 ENGAGEMENT DETAILS

In connection with this SOW, DT Services will perform the Services as specifically described herein.

3.1 Scope of Services

DT Services will perform the following Services under this SOW:

3.1.1 Introduction

The objective of the Services is to perform a Horizon VDI deployment.

3.1.2 VDI Deployment

- Installation and Configuration of ESXi on vSAN ready nodes
 - Physical installation of ready nodes to be completed under ProDeploy Plus
 - Configure node networking, production traffic, vMotion and VSAN networks
- Installation and Configuration of one (1) vCenter
 - Creation of Datacenter and Cluster for VDI
 - Configure disk groups and vSAN datastore
- Deploy VMware Horizon
 - Create Windows Server 2019 template
 - Create Windows 10 template optimized for VDI
 - Installation and configuration of two (2) connection brokers
 - Installation and configuration of one (1) SQL server for Events Database
 - Installation and configuration of app volumes management server for application virtualization (optional)
 - > Creation of one (1) application for testing
 - Configuration of one (1) desktop pool for testing
 - Configuration of Dynamic Environment Manager for user profile management (optional)
 - Deploy UAG for remote access (optional)
- Knowledge transfer up to eight (8) hours
 - Knowledge transfer on vSAN
 - Knowledge transfer on Horizon Management

3.1.3 Project Management

DT Services will assign a single point of contact (“**SPOC**”) to manage the delivery of this engagement.

The responsibilities of the SPOC will include:

- A delivery schedule/plan.
-

- Appropriate project management, control and governance activities for the project (e.g. progress reporting, governance meetings and communications management).

3.2 Project Timeline

These Services will be limited to five (5) business weeks conducted over a period of time not to exceed five (5) business weeks. The actual schedule will be developed and agreed upon following project initialization. The actual schedule may change as the project progresses. Any changes will be managed in accordance with the Change Management Process described below.

3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) The development of any intellectual property created solely and specifically for the Customer under this SOW.
- 3) Any post-delivery support to the Deliverables produced.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, DT Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

3.4 Assumptions

DT Services has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) Services and scope are dependant on an assessment of current environment and existing hardware.

3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to DT Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following responsibilities:

- 1) Promptly notifying DT Services in writing of: a) any changes Customer makes to its information technology environment that may impact DT Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
- 2) Provide DT Services with any required consents necessary to perform the Services.
- 3) Maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before DT Services performs any work on Customer's production systems.
- 4) Developing or providing documentation, materials and assistance to DT Services.

- 5) Unless this SOW specifically requires DT Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, DT Services will “accept” on Customer’s behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by DT Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
- 6) Ensuring the DT Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; parking; and remote access as required. Facilities and power must meet DT Services’ requirements for the products and Services purchased.
- 7) Prior to the start of this SOW, indicating to DT Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the “**Customer Contact**”). All Services communications will be addressed to the Customer Contact.
- 8) Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 9) Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions (“**Technical Contacts**”). DT Services may request that meetings be scheduled with Technical Contacts.
- 10) Making appropriate service outage windows available for DT Services as needed.
- 11) The physical and network security of Customer environment.
- 12) Providing all documentation on DT Services standard templates unless both parties agree otherwise.
- 13) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell’s requirements for the products and Services purchased.
- 14) Customer is responsible for providing remote access to environment for remote configuration and knowledge transfer.
- 15) Customer is responsible for endpoint deployment and configuration.
- 16) Customer is responsible for providing all required hardware and cables.
- 17) Customer is responsible for all required Microsoft and VMware licensing.
- 18) Customer is responsible for all required network/firewall changes.
- 19) Customer is responsible for required SSL certificate for remote access.
- 20) Load balancing requires Customer provided load balancer.

3.6 Service Hours

DT Services will perform the Services during normal business hours typically 08:00 AM to 5:00 PM, Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between DT Services and Customer.

3.7 Deliverables

The following is a list of tangible material provided as part of the Services performed by DT Services for Customer under this SOW.

- 1) Excel document of hostnames, IP addresses with usernames and passwords.

3.8 Personnel Skills and Qualifications

DT Services will determine the number of personnel and the appropriate skill sets necessary to complete the Services. DT Services assumes sole responsibility for personnel placement as well as for all other human resource issues (e.g. vacation). The SPOC is responsible for liaising with the Customer and receiving instructions from the Customer. The SPOC is also responsible for managing the project. Customer will not provide work-related instructions to other DT Services personnel, integrate them into Customer's own organization or otherwise treat them as Customer's own personnel. Personnel Skills and Qualifications

4 COMPLETION AND ACCEPTANCE

Upon completion of a Deliverable, DT Services will submit the Deliverable to Customer accompanied by an acceptance form provided by DT Services. The completion and acceptance process for this engagement consists of the following:

- Customer will review each Deliverable within seven (7) calendar days (the "**Acceptance Period**") to determine whether or not each Deliverable satisfies the acceptance criteria in all material respects.
- If the Deliverable satisfies its acceptance criteria in all material respects, Customer will furnish a written acceptance confirmation to DT Services via the acceptance form prior to the end of the Acceptance Period.
- For a Deliverable that is not accepted due to a non-conformity or defect, Customer will indicate the detailed reasons for such rejection on the acceptance form and return the acceptance form together with the associated rejected Deliverable to DT Services (a "**Rejection Notice**") within the Acceptance Period.
 - Upon receipt of a Rejection Notice, DT Services will promptly correct any defects or non-conformities to the extent required so that each Deliverable satisfies the requirements of this SOW and its acceptance criteria in all material respects.
 - Thereafter, DT Services will resubmit a modified Deliverable to Customer, accompanied by the acceptance form and the process set forth above will be repeated. However, Customer will limit its review of each resubmitted Deliverable to determining whether or not DT Services has corrected the defects or non-conformities identified in the Rejection Notice.
 - If Customer fails to provide DT Services with the above described Rejection Notice prior to the end of the applicable Acceptance Period, then the corresponding Deliverable is deemed accepted.
 - If Customer provides a Rejection Notice after the first resubmission of the Deliverable, DT Services may terminate this SOW.

5 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms

of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and DT Services, the total amount to be noted on the purchase order provided to DT Services for this SOW is: USD **\$60,000.00**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

DT Services will invoice Customer upon Customer signature of the SOW the following one-time charge:

One-Time Charge: USD **\$60,000.00**

5.1 Estimate Revisions

Should DT Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

5.2 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, DT Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

5.3 Additional Pricing Terms

- 1) The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services after such thirty (30) day period, DT Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Services is based on Customer's environment as disclosed to DT Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services may terminate this SOW with notice to Customer.
- 3) Any timescales or plans presented in this document assume that Customer provides any required information and fulfills its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, DT Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
- 4) If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services vary by +/- five (5%) percent, DT Services has the right to adjust the pricing to reflect such changes.
- 5) All prices are in US Dollars (USD) and are exclusive of all applicable taxes.
- 6) During the delivery of the Services, if Customer requires changes to a scheduled DT Services activity, as defined by prior agreement or as documented in the agreed DT Services delivery schedule/plan, with less than five (5) business days' notice to DT Services in writing, additional charges will apply where DT Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within three (3)

months, Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.

- 7) Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services, additional charges may apply.
- 8) In the event the Term of this SOW extends beyond one (1) year, DT Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.
- 9) Schedule delays outside of DT Service's control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

6 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and DT Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "Change Management Process") for managing changes to the SOW. Customer or DT Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request.
- Change Validation – DT Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – DT Services will analyze the change request and make modifications to the Change Request Form as necessary.
- Change Implementation – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and DT Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services will unreasonably withhold or delay its agreement to any proposed change. Investigation must be performed within five (5) business days. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties then, if required, a subsequent contract modification will be executed by both parties, prior to Services being performed. In addition, DT Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services.

7 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

- 1) DT Services may use affiliates and subcontractors to perform the Services.

- 2) DT Services may perform all or part of the Services off-site at a DT Services location or other location.
- 3) The Services may be performed outside the country in which Customer and/or DT Services is located. From time to time, DT Services may change the location where Services are performed and/or the party performing the Services; provided however, DT Services shall remain responsible to Customer for the delivery of Services.
- 4) Customer acknowledges that DT Services will request Customer's participation in a Customer feedback survey. Additionally, DT Services may approach Customer to serve as reference regarding DT Services' performance of the Services. If Customer agrees to be a reference, Customer and DT Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between DT Services' customers and potential customers.
 - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
 - b) DT Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
 - c) We limit usage of Customer reference to no more than once per month.
 - d) We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
- 5) DT Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than DT Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, DT Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
- 6) Customer, not DT Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to DT Services. DT Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. DT Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and DT Services is entitled to rely on all decisions and approvals of Customer.
- 7) The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. DT Services is not providing legal or regulatory advice.
- 8) Unless this SOW specifically requires otherwise, DT Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell Technologies Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. DT Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by DT Services and

Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by DT Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.

- 9) DT Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
- 10) DT Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
- 11) Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
- 12) No Dell Technologies product is or can be licensed or purchased under this document. Any purchase or licensing of Dell Technologies products is governed by the terms of a separate license or purchase agreement between the parties. DT Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell Technologies product.
- 13) The parties agree that scope of this SOW may be reassessed, if deemed necessary by either party, on each anniversary of the effective date of this agreement.
- 14) In the event the Customer has not engaged DT Services to perform the Services and two (2) months have passed since the later of the Effective Date and DT Service's completion of the last Service-related Deliverable, without further engagement from Customer, DT Services may terminate this SOW by providing thirty (30) calendar days prior written notice.
- 15) The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell Technologies product Customer education.

8 ENGAGEMENT CONTACTS

The primary contacts for each party are identified below and may be changed only by written notice to the other party.

	DT Services Document Drafter	DT Services Sales Contact	Customer Contact
Name	Angela Jaworski	David A. Galvan	
Title	Presales Solution Architect	SAE	
Mobile Number	512-728-5929	469-247-5764	
Email Address	Angela.Jaworski@Dell.com	David.A.Galvan@Dell.com	

DT Services will provide the SPOC contact information following receipt of the executed SOW.

9 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return to DT Services via email to US_DPS_Project_Administration@dell.com, referencing "RE: Duncanville, Texas, SFDC # 20753306". This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between DT Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

Duncanville, Texas

Dell Marketing L.P.

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Please note that for administrative purposes only, Services may not be scheduled or commenced until DT Services receives and accepts a valid purchase order ("PO") from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer's PO, the SPOC will contact Customer to begin scheduling Services.

Appendix A: Change Request

“Either party may request a permitted change in the Scope of Services by completing the Change Order Form in DT Services format provided by the SPOC”

SAM Search Results
List of records matching your search for :

Search Term : Dell Marketing LP*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution agreeing to engage TriStem to perform a contingency based audit of 911 fees due to the City by telephone (landline) and wireless providers; authorizing the Interim City Manager to execute the contract and addendum.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Richard Summerlin, CPA, CGFO
Finance Director

BACKGROUND/HISTORY:

In 2014 the City of Duncanville and Cedar Hill coordinated with the City of DeSoto and South West Regional Communications Center (SWRCC) to direct entities, with 911 fees due to the respective cities, to remit amounts owed to SWRCC rather than the individual cities to receive credit against the operating expenses of SWRCC. Operational costs exceeding 911 fees remitted come from General Fund. This audit will identify all amounts owed to the City of Duncanville for 911 fees. The City will also reconcile to amounts credited for operational costs by SWRCC.

POLICY EXPLANATION:

TriStem will perform the 911 fee audit on a contingency basis with the City of Duncanville remitting 30% of any findings to TriStem as payment for services rendered. The potential amount of payment cannot be determined as it is contingent on the City receiving any refunds for amounts paid in the past (30% of the refund to be remitted to TriStem) and any future savings as a result of correcting fee calculations for 24 months going forward of 30% of the additional revenue received.

FUNDING SOURCE:

Additional revenue identified and realized.

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution agreeing to engage TriStem to perform a contingency based audit of 911 fees owed to the City by telephone (landline) and wireless providers; authorizing the Interim City Manager to execute the contract and addendum.

ATTACHMENTS:

[Attachment 1 - TriStem - TriCity e911 Tax Audit Proposal](#)

[Resolution No. - 2020-085 - 911 Fees with TriStem - Pdf](#)

ATTACHMENT 1

AUDIT PROPOSAL

E911 Fees

October 2, 2020

PROPOSAL SUBMITTED TO:

City of Duncanville TX

PROPOSAL SUBMITTED BY:



Becca Kinerd

635 N. Robinson Dr. STE G

Robinson, TX 76706

(800) 234-7937

www.tristem.com

becca.kinerd@tristem.com

ATTACHMENT 1



To whom it may concern:

TriStem, Ltd. is pleased to submit the enclosed proposal to meet the needs of City of Duncanville's request for a e911 Tax Audit. TriStem agrees, if awarded, to perform a complete historical audit of your e911 tax remittances. TriStem will identify any misallocations and/or reporting errors to determine if past and current remittances within the county have been accurately paid and will recover any funds due as a result of inaccurate payments.

TriStem commits to ensuring that all payments are appropriately paid and error free. TriStem will be the city's representative, preparing and submitting all necessary claims for the recovery of any payments due with minimal support from the city's staff. TriStem will document and report all findings to City of Duncanville. TriStem possesses the qualifications to provide the proposed services and will agree to work under the compensation terms and conditions established between TriStem and City of Duncanville.

TriStem is the nation's premier auditing firm. Established in 1979, TriStem is a Texas-based firm with past clients in all 50 states, Canada and Puerto Rico. Auditing for municipalities is our core business; it's what we do. TriStem's exceptional personnel possess extensive knowledge of sales and use tax operations, rates, regulatory statutes and payment practices. Our auditors use their expertise along with our proprietary software and analysis techniques developed over 40 years of performing audits; to uncover and isolate errors. Our team is equipped to fully explain, document and negotiate to recover the maximum payments due to our clients.

For 41 years, TriStem has been and will continue to be respectful of each of its clients' ongoing business relationships and understands these relationships must be preserved. TriStem is committed to the highest level of professionalism and integrity while conducting its audits and representing its clients. We hope to have the opportunity to demonstrate this to the City of Duncanville.

Thank you for your consideration,

Becca Kinerd
Account Executive
TriStem, Ltd.

ATTACHMENT 1

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ATTACHMENT 1

COST PROPOSAL

TriStem proposes to perform the work outlined in this proposal for a
contingent fee of 30% of payments obtained by the City of
Duncanville
as a result of the audit.

Our services are ***risk free*** as we do not charge you unless recoveries are found.
Our fee is never due until the city receives payment.

ATTACHMENT 1

TECHNICAL PROPOSAL

SCOPE OF WORK AND SERVICES – e911 AUDIT

TriStem proposes to provide the following audit services to the City of Duncanville:

a. E911 Fee Audit

The services that TriStem proposes to provide:

- a. TriStem will complete an audit and a study of prior payments of e911 fees to the cities.
- b. TriStem will collect data from each provider including but not limited to: methodology of fee calculations, and back-up data supporting fee calculations.
- c. TriStem will collect data from the cities including, but not limited to: past fee payment data, city fee ordinances, city limit maps, historical city annexation ordinances.
- d. TriStem will determine if all amounts paid to the cities by the provider correspond to the appropriate ordinances, state laws, rules, and rates.
- e. TriStem, if awarded, intends to seek refunds for any past missed or shorted payments that are discovered during the e911 audit that the cities received from its providers.
- f. TriStem will provide all working papers related to the audit to the cities upon request.
- g. TriStem agrees to provide a plan for how the cities is to position itself to ensure future payment are correct by providing a solution to the cities in a final audit report.
- h. TriStem will provide in a comprehensive final audit report a comparison of the cities e911 fee audit as required by the agency's professional standards.
- i. All services will be provided by TriStem with no outside contractors used. The audit will performed in-house at our corporate office in Robinson, TX. TriStem is available make a site visit to retrieve historical data from the cities if necessary.

ATTACHMENT 1

Project Schedule

At TriStem, we never prejudge a project. TriStem will audit your accounts for “anything and everything” that can go wrong, and then take the necessary measures to correct those errors. We do not predict what we might find. However, there are some basic procedures that TriStem follows. In brief, TriStem will review your e911 fee payments and obtain the necessary information to perform the audit. We will locate and document underpayments and other possible calculation errors, as well as potential rate miscalculations.

TriStem will work directly with the utility companies to obtain the proper remedy for all documented underpayments. Our job is not done until you have received all applicable refunds. For any particular error, a claim for recovery will be filed as soon as that overcharge can be documented. Throughout the audit process, TriStem will communicate with the client to keep them up-to-date on what errors are found, and what steps TriStem is taking to resolve the errors. *This includes periodic reports (via emails, letters, and/or phone) and frequent communication as needed.*

Work Plan Outline

Core Objectives of a TriStem e911 Fee Audit

A e911 fee audit can be an asset to any municipality that collects e911 fees. TriStem strives to accomplish the following objectives for each of its clients during a e911 fee audit:

- Save your organization’s valuable time by conducting a comprehensive audit on your behalf.
- Add your organization’s bottom line by securing funds owed by utility providers for prior e911 fee tax periods.
- Enhance future revenue – correction of utility’s prior errors results in increased e911 fee tax payments to you in the future.
- Educate your organization on utility practices and regulations applicable to your specific region, providing your staff with knowledge to prevent future utility errors after our audit has been completed.

TriStem values the importance of customer service and will tailor our e911 fee audit to address specific concerns or needs of each client.

TriStem will conduct a thorough investigation of any agreements by:

- Reviewing service locations to ensure all e911fee tax addresses are accounted for.
- Recovering underpayments for prior periods, up to the maximum period allowed by state law.
- Ensuring correct algorithms for future e911 fee tax disbursements.

ATTACHMENT 1

Our e911 fee audit staff has been trained by a CGFO with a complete understanding of the needs of elected officials and City staff, having served in the government sector for over 20 years including positions as Finance Director and Mayor.

E911 Fee Audit Process

1. The local ordinance and state laws will be reviewed to ensure we understand the algorithms for each type of franchise fee.
2. While reviewing these documents, the City will be asked to provide:
 - Name and related information of City’s contact person for each provider
 - Signed LOA
 - List of all IN City addresses (obtained from City’s utility dept or County appraisal district)
3. Next we will send out LOA & Requests for Data to e911 including:
 - A detailed calculation on how each provider calculates the tax.
 - A detailed list of customers used in the calculation (by the service address) for the years in question.
4. Upon Receipt of Requested Data:
 - Recalculate payments based on the state law and city ordinances to ensure that each provider’s algorithm has been correctly applied.
 - Cross reference all addresses within the service zip code to ensure that “non-city” accounts are coded correctly.
5. After identifying list of addresses in question, we will coordinate with the provider on the calculation of accounts that were erroneously omitted. This will happen concurrently with correction any calculation errors.
6. Negotiate with franchisee on the amount due and coordinate payment to City.
7. City is paid for back e911 fees based on data corrections or formula areas, for the full period allowed by law.

Why Should the City Choose TriStem for a e911 Fee Audit?

TriStem has been working as an advocate for commercial utility consumers across the U.S. for nearly 40 years – no other company can match our experience or expertise.

TriStem has completed successful e911 and franchise fee tax audits for other municipal consumers, including: City of Nacogdoches, City of Harker Heights, City of Glenn Heights, City of Comanche, City of Breckenridge, City of Killeen, and City of Copperas Cove.

TriStem understands that each client wants their audit to move along quickly. Our fee structure motivates TriStem to share this goal. TriStem’s approach will execute the job in stages. The audit will begin once we receive the data required to perform the work. The timeline is dependent upon not only the carrier, but the complexity of the error discovered, and the dollar value of the claim.

ATTACHMENT 1

Following is a detailed summary of the various stages of TriStem's audit process, including estimated timeframes:

1. **Data Collection** - Obtain necessary documents and information from client.
 - Estimated timeframe: 30 days from award of contract.
2. **Initial Review** - Perform brief review of initial data to spot any obvious errors and contact utility provider to facilitate correction and refund.
 - Estimated timeframe: 1 day – 2 weeks after TriStem receives all of the necessary data from the Client.
3. **Data Entry** - Enter data for each account into TriStem's proprietary software to create a database of all utility accounts.
 - Estimated timeframe: 30 - 60 days after initial review
4. **Acquisition of Documents from Utility Providers** - Obtain copies of ordinances, addresses, and methodology of calculations, and back-up data from utility providers. This will take place concurrently with the Data Entry stage. Average time to receive data from utility providers can range from 2 weeks, to 90 days or longer.
 - Estimated timeframe: can vary greatly; this is the stage that depends completely on the responsiveness of the utility providers.
5. **In-Depth Analysis** – Comprehensive audit of all documents provided by the Client and utility providers. This will include:
 - a. Review and comparison of address databases in search of addresses coded incorrectly
 - b. Analysis of historical documents for additional “red flag” issues
 - c. Analysis of rates, revenue calculations, and payment calculations to ensure accuracy according to applicable laws.
 - Estimated timeframe: 1-30 days from the time that all necessary data is received from the utility providers.
6. **Acquisition of Supplemental Information** - Consult with Client and/or utility providers regarding any accounts where verification of payment or revenue characteristics is needed in order to determine accuracy and cost savings measures.
 - Estimated timeframe: this will be done at various points within the In-Depth Analysis stage, as questions arise. Time to completion is dependent upon responsiveness of Client and utility providers.
7. **Refund Claims/Recovery and Cost-Savings Measures** - Submit claims (with backup documentation) and communicate with utility providers to accomplish correction and refund of

ATTACHMENT 1

verified account errors. Submit requests to utility providers for Client-approved account changes to reduce future expense. After we have confirmed that the Client has received a refund check or a reimbursement for a particular claim, TriStem will submit an invoice to the Client for our fee. Invoices will always include backup documentation to verify what we are billing for.

- -Estimated timeframe: claims will be filed at various points throughout the audit process, as errors are confirmed and documented. Timeframe for issuance of refunds and billing changes is dependent upon responsiveness of utility providers, and the complexity and dollar value of the claim. Small claims are typically resolved without undue delay. Normally ranges from 30 – 180 days but *can be substantially longer for larger claims.*

NOTE: As soon as we can prove a missed/short payment, claims will be filed. Claims may be filed at any stage. For many audits, claims are filed early in the audit process for errors verified during the Initial Review, and then additional claims are submitted later. In other cases, the entire refund is secured at the end of the process. The date that a claim for refund is filed is dependent upon what we find in your bills. In each case, our clients receive copies of all claims. TriStem will take the lead role in the recovery stage. We will stay on the job until the proper recovery has been obtained. The client may be involved to the degree it chooses.

8. Final Report - After the audit is complete, all account errors have been corrected, and all refunds issued, TriStem will submit a final report to the Client to summarize work performed including a detailed listing of each error corrected, refund received, rate change or other cost savings measures taken, and an estimate of the annual dollar amount that the Client will save as a result of our work.

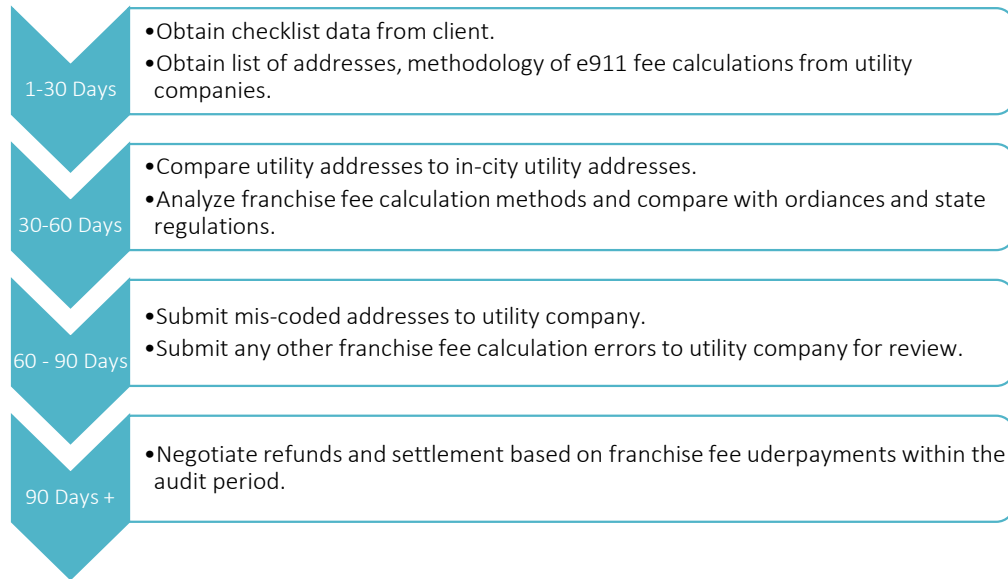
- -Estimated timeframe: 30 – 60 days after resolution of all claims.

TriStem has completed hundreds of similar projects. In the past 41 years, this is what we have learned; each audit is different. We cannot predict what we will find, or how the audit will unfold, until we start investigating the records. The key players here are your utility companies. Often, they delay the process at every stage.

The actual time for an in-depth audit like the ones we perform depends on many factors including the number of accounts, the need for field work, and the complexity of the errors we may find. A general timeline is approximately 12-18 months.

ATTACHMENT 1

e911 Fee Audit Timeline



Audit Reports

TriStem will provide periodic status reports (Audit Updates) indicating past, current, and proposed work. The report will also indicate error claim status and current savings found.

Final Report

Upon completion of the audit, TriStem will provide the cities with a final report detailing all refund claims secured, all billing adjustments made, total refunds and projected savings amounts, and any suggestions to minimize future overpayments. The final report will include narratives on each bill error/ cost savings measure and an itemized spreadsheet of the refunds/savings applied to each account.

ATTACHMENT 1

QUALIFICATIONS AND EXPERIENCE

History and Background

A study conducted by TriStem found that most municipalities are not receiving sales tax revenue they are entitled to. Could your entity be a part of this statistic? TriStem, as the nation's premier auditing firm, has completed hundreds of audits over the past 40 years, in effort to decrease these errors and help commercial consumers understand their due sales and use tax payments. Sales and use taxes are complex and can be hard to interpret. TriStem can help. We know what to look for, how to interpret what we find and can ask the right questions to obtain the maximum amount of recoveries for you. We have the knowledge and expertise to isolate errors and to correct any discrepancies for future taxes.

TriStem is a limited partnership based in Texas and has been in business since 1979. We are a small business with big success. TriStem's experience in auditing has led to substantial refunds and savings for our clients. Refunds and savings for TriStem Clients exceed \$100 million. We have obtained actual refunds of over \$1 million on eight separate occasions. Needless to say, TriStem is unique in this industry, and not just for our proven results.

Our auditors look for distinctive anomalies pertaining to your facilities and geographic region that may make you eligible for refunds and billing reductions. Our personnel are trained to use complex comprehension, software analysis, and physical evidence to find errors. This approach has given TriStem 40 years of unparalleled success in the auditing industry. TriStem will conduct a historical analysis and check your past and current sales and use tax payments. Our primary concern is to represent you. We will handle all actions needed to file claims on your behalf to recover monies due the county.

TriStem will commit its resources to perform this audit. Our staff is dedicated to conducting your audit in a professional manner that is efficient and accurate. TriStem will never sacrifice efficacy in effort to complete an audit in a short timeline. We want to ensure each client that we take the appropriate amount of time to thoroughly analyze their records. We look inside and outside of the box, to uncover and reconcile all potential errors for our clients. That is our methodology, and our track record speaks for itself. *Our mission is to bring peace of mind to each client. As a consumer, you are entitled to the security of knowing that you have not paid and will not pay more than necessary for your utility services.*

ATTACHMENT 1

CUSTOMER REFERENCES

CITY OF KILLEEN, TX

FRANCHISE FEE REFUNDS SECURED: \$77,940.62
 ANNUAL INCREASE IN FRANCHISE FEE REVENUE: \$25,728.38
 2018
 KAREN EVANS
 CFO CITY OF BELLMEAD (CURRENT POSITION)
 254-799-2436
KEVANS@BELLMEAD.COM

OVERLAND PARK, KS

FRANCHISE FEE REFUNDS SECURED: \$57,297.75
 ANNUAL INCREASE IN FRANCHISE FEE REVENUE: \$15,626.66
 2018
 SHERI IDLE
 INTERNAL AUDITOR
 (913) 895-6164
SHERRI.IDLE@OPKANSAS.ORG

LEE'S SUMMIT, MO

FRANCHISE FEE REFUNDS SECURED: \$30,310.72
 ANNUAL INCREASE IN FRANCHISE FEE REVENUE: \$6,062.14
 2017
 NICK EDWARDS
 DIRECTOR OF ADMINISTRATION
 (816) 969-1015
NICK.EDWARDS@CITYOFLS.NET

PHARR, TX

SALES TAX REFUNDS SECURED: \$11,793.84
 2017
 KARLA MOYA
 DIRECTOR OF FINANCE
 (956) 402-4150
KARLA.MOYA@PHARR-TX.GOV

ATTACHMENT 1

ESCO TECHNOLOGIES (MANUFACTURER)

\$43,198 RECOVERED FOR FROM ELECTRIC AND GAS PROVIDERS

\$46,373 COMBINED RECOVERIES AND SAVINGS FROM ELECTRIC AND GAS PROVIDERS

2015-2017

CHARLES KLEMMER

VICE PRESIDENT OF PROCUREMENT

(630) 912-7200

CHARLES.KLEMMER@ETS-LINDGREN.COM

PARISH OF JEFFERSON

REFUNDS SECURED TO DATE: \$295,593.68

ANNUAL SAVINGS AMOUNT: \$81,592.67

IN PROGRESS (BEGAN IN 2017)

ANTHONY L. FRANCIS, JR.

DEPARTMENT OF GENERAL SERVICES DIRECTOR

(504) 736-6036

ANTHONYFRANCIS@JEFFPARISH.NET

NEW JERSEY TURNPIKE AUTHORITY

RECOVERED FOR CITY FROM UTILITY PROVIDERS: \$321,911

COMBINED ANNUAL SAVINGS: \$85,000

2013 – 2017 (HISTORICAL AND QUARTERLY AUDITS)

CAROL SABANOS

ACCOUNTS PAYABLE SUPERVISOR

(732) 750-5300 X 8149

SABANOS@TURNPIKE.STATE.NJ.US

CITY OF BROWNWOOD, TEXAS

RECOVERED FOR CITY FROM ELECTRIC PROVIDERS: \$106,163

COMBINED RECOVERIES AND SAVINGS FROM TELECOMMUNICATIONS PROVIDERS: \$129,399

2010 – 2019 (PERFORMED SEVERAL PERIODIC AUDITS)

WALTER MIDDLETON, CPA, CGFO

FINANCE DIRECTOR

(325) 646-5775

WMIDDLETON@CI.BROWNWOOD.TX.US

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bottom line...***

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***There may be hidden
revenue in your
utility bills!***

"Tri-Stem has been one of the best things that has happened to the City of Brownwood in a long time. They have helped us to recover over-billings in electricity and communication charges and savings going forward that were very significant. They have been very professional, diligent and hard-working. We could not be more pleased with our relationship."

**Walter Middleton, Finance Director
City of Brownwood, TX**



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Robinson, TX 76706

info@tristem.com

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Why Hire TriStem:

TriStem has 40+ years of experience advocating for utility consumers and auditing utility bills. Other utility bill audit firms come to us for our expertise. Hundreds of hours are spent analyzing documents in-house. Depending on the suspected errors, several days to multiple weeks are spent in the field to verify billing records. When you hire TriStem, you are getting a valuable service not found anywhere else. **Software programs that claim to audit your bills do not come close to our results.** Refund & savings opportunities we find for our clients include:

Meter Read Errors

Contractual Billing Errors

Clerical Billing Errors, Decimal Errors

Taxes and Fees Billed in Error

Street and Guard Light Billing Errors

Incorrect Rates

Account Reconciliation

Power Factor Correction

Utility Audit Benefits:

Our contingent fee structure allows you to contract with our company with no upfront cost. You will receive refunds for errors found on past bills while the corrections we implement will save your organization money on future utility bills. You will have a better grip on your bills and have peace of mind that you are being billed correctly. **If we don't find any errors or savings opportunities, there is no fee for our services.**

Our FREE PREVIEW will give you insight on refund and savings opportunities!

ATTACHMENT 1 Our Results:

Case Study	Refunds	Savings
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Schools

Dallas ISD	\$129,415	\$16,761
DeSoto ISD	\$32,134	\$5,635
Los Fresnos CISD	\$128,145	\$130,000
Texas Tech University	\$1,044,000	\$100,000

Hospitals

Coryell Memorial Hospital Authority	\$127,888	\$38,528
Dallas Nephrology	-	\$51,848
Pecos County Memorial Hospital	\$47,306	\$13,818

Municipalities

Fort Stockton, TX	\$944,261	\$120,000
Galveston County, TX	\$83,730	\$13,545
Harris County, TX	\$383,730	\$13,834
Jefferson Parish, LA	\$215,894	\$16,530
Saint Louis, MO	\$1,878,031	\$300,890
Savannah, GA	\$550,000	\$200,000

Manufacturers

ETS Lindgren	\$13,096	\$12,251
Thermoform Engineered Quality	\$26,923	\$33,000

Non - Profits/Hotels

Energy Lodge	\$59,546	\$16,228
First Baptist Church of McAllen	\$21,356	\$5,000

Our Clients:

Government Entities

Schools

Colleges & Universities

Churches

Non-Profits

Hospitals

Hotels

Manufacturers

Other Businesses



UTILITY COST RECOVERY & SAVINGS EXPERTS

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RESOLUTION NO. 2020-085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AGREEMENT WITH TRISTEM TO PERFORM A CONTINGENCY BASED AUDIT OF 911 FEES BY TELEPHONE AND WIRELESS PROVIDERS; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE CONTRACT AND ADDENDUM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to engage TriStem to perform a contingency based audit of 911 fees owed to the City by telephone and wireless phone providers; and

WHEREAS, TriStem will perform such services based on contingency fee of 30% of any refunds actually collected and received; and, TriStem would receive of any amount 30% of any future accounts that are added to the current accounts as a result of the audit for 24 months from completion of the audit.

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

SECTION 1. the Council of the City of Duncanville, Texas does hereby approve an Agreement with TriStem to perform a contingency based audit 911 fees for telephone (landline) and wireless providers; authorizing the Interim City Manager to execute the contract, addendum and necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A



CONSULTING AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between _____, hereinafter referred to as CLIENT, and TRISTEM, LTD., hereinafter referred to as TRISTEM or CONSULTANT, and covers the relationship of CONSULTANT and CLIENT.

Utility Bill Audit

TRISTEM will conduct an audit of prior utility billing and payments to determine that amounts billed by vendors have been accurate. TRISTEM will also determine if there are alternative rates or other mechanisms that would result in savings for CLIENT's accounts. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain refunds from vendors for any past overbillings which have occurred, and will work to implement all CLIENT approved savings measures. As a fee for these services, CLIENT agrees to pay TRISTEM 30% of any refunds CLIENT receives from its utility providers as a result of TRISTEM'S services or audit process, or any part thereof, plus 30% of any approved and implemented savings (billing reductions) resulting from TRISTEM'S work for a period of twenty-four (24) months beginning with the first month during which savings are realized.

Franchise Fee Audit, Sales Tax, and e911 Tax Audit

TRISTEM will conduct an audit of prior utility franchise fee payments made to the CLIENT to determine that amounts paid by utility vendors have been accurate. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain refunds from utility vendors for any past underpayments which have occurred, and will work to implement all franchise fee correction measures. As a fee for these services, CLIENT agrees to pay TRISTEM 30% of any reimbursements CLIENT receives from its utility providers as a result of TRISTEM'S services or audit process.

Consultant Fees

CONSULTANT'S fee is not due until CLIENT receives refunds and/or billing reductions from utility vendor(s). CLIENT agrees to pay CONSULTANT'S fee within 30 days of receipt of TRISTEM's invoice, whether refund is in the form of cash, credit to accounts, in-kind contributions or any other form of payment or reimbursement. If future considerations are given in lieu of refunds, TRISTEM will receive the same percentage of the value of the future considerations, as TRISTEM would have received for refunds obtained.

CLIENT retains TRISTEM for audit services for (please check desired services):

- ☐ Electric (including metered & unmetered accounts)
- ☐ Natural Gas
- ☐ Water/Sewer
- ☐ Waste
- ☐ Telecommunications (includes local, long distance and cellular)
- ☐ Franchise Fees
- ☐ Sales Taxes
- ☐ Other _____

EXHIBIT A

AGREED AND ACCEPTED:

CLIENT: _____

BY: _____
Signature Title

DATE: _____

TRISTEM, LTD.

BY: _____
Signature Title

DATE: _____

EXHIBIT A



**CONSULTING AGREEMENT
ADDENDA**

It is common for utility providers (especially power companies), to indulge in circumventing TriStem's efforts to correct billing errors that might potentially result in refunds to TriStem clients. History substantiates that utility providers will attempt to convince TriStem clients they can get a "better deal" by consulting directly with the utility provider. In order to resolve these issues, we have observed and learned the following truths, in our 41+ years of experience:

- Utility providers have spoken untruths to our clients about our services in order for the utility provider to continue taking advantage of the customer through billing errors.
- Utility providers don't want to admit they have made mistakes.
- Acceptance of our findings will result in refunds to our clients.
- Utility providers have been known to use many tricks and schemes to deviate from the truth, in order to prove TriStem's findings are in error.
- It is in the best interest of the client for TriStem to negotiate directly with the utility provider to resolve any relevant issues.
- The client hereby agrees to allow TriStem to act as its sole agent to negotiate with utility providers.
- The client will avoid any discussion with the utility provider in regards to the TriStem audit.

AGREED AND ACCEPTED:

CLIENT: _____

BY: _____
Signature Title

DATE: _____

TRISTEM, LTD.

BY: _____
Signature Title

DATE: _____



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution authorizing a Cooperative Purchase for police mobile computer hardware, related equipment, and software from GTS Technology Solutions, Inc. using the Texas Department of Information Resources (DIR) Contract DIR-TSO-4025 in the amount of \$140,174.98.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **6. Become a “best-practices” organization**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Tracy R. Beekman, IT Director

Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

On June 2, 2020 the City of Duncanville entered an interlocal agreement (Resolution No. 2020-047) with Dallas County to receive funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for up to \$2,173,050. The City received 20% of this funding upfront in the amount of \$434,610 on July 2, 2020. The remaining 80% of funding (\$1,738,440) must be requested from the County by submitting a proposal package.

On July 21, 2020 the City Council approved to utilize \$1,470,000.00 of the funding to participate in Dallas County's Emergency Business Assistance (EBAP) program and the remaining balance of \$703,050.00 to be used for internal City costs. The EBAP program would utilize the County's funds first and then City's funds last. On September 4, 2020 Dallas County notified the City that the EBAP program was completed utilizing only County funds and the City's earmarked funds of \$1,470,000.00 were available to reallocate to any other eligible costs for mitigating and responding to COVID 19 public health emergency. Proposal packages to request remaining funding from the County are due by October 31, 2020 and all expenses must be incurred by November 30, 2020. City staff has evaluated it's needs as it relates to the COVID-19 public health emergency and identified new projects.

The Police Department currently utilizes mobile digital communication (MDC) devices for answering and responding to our citizen calls for assistance. The MDC is a personal computer/laptop that is installed in each police vehicle and has become an integral and necessary piece of equipment used by our law enforcement officers. It is a necessary best practice to replace these devices on a regular schedule to ensure that our Officers have solid and reliable equipment necessary to perform their duties. To aid in the prevention and spread of COVID-19 we will be replacing these devices with new personal computer laptops that have a sealed design allowing for them to be wiped down with any

number of disinfecting wipes, adding multifactor authentication that will allow for these laptops to be removed from the vehicle now, and adding a speech to dictation software that will allow our Officers to complete their reports in their vehicle rather than having to come back to the Police Station to complete those reports. These steps will be very helpful with lowering the risk of spreading COVID-19 to other Officers in the facility. Page 3 (Sec 2) of the Coronavirus Relief Fund Guidance Reference allow for this expense for public safety measures undertaken in response to COVID-19 and Page 4 (Sec 4) to improve the telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

On October 14, 2020 Dallas County stated the City of Duncanville's CARES Act proposals have been approved.

POLICY EXPLANATION:

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

FUNDING SOURCE:

CARES Act Funding

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution awarding a bid and authorizing the purchase of mobile computer hardware, related equipment, and software from GTS Technology Solutions, Inc. using the Texas Department of Information Resources Contract, DIR-TSO-4025 in the amount of \$140,174.98.

ATTACHMENTS:

[Attachment 1 - CRF Guidance](#)

[Attachment 2 - Resolution No. - 2020-087 - Replace PD in-car MDCs](#)

[SAMS-GTS TECHNOLOGY SOLUTIONS-2021](#)

**Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated September 2, 2020¹**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

¹ On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

Substantially different use

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Substantially dedicated

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

Public health and public safety

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

Not substantially dedicated

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

Covered benefits

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

Supplemental Guidance on Use of Funds to Cover Administrative Costs

General

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

Compliance costs related to the Fund

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.

RESOLUTION NO. 2020-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID AND AUTHORIZING THE PURCHASE OF PERSONAL COMPUTER HARDWARE, RELATED EQUIPMENT, AND SOFTWARE FROM GTS TECHNOLOGY SOLUTIONS THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT IN THE AMOUNT OF \$140,174.98; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, COVID-19 has and continues to change the workforce landscape;
and

WHEREAS, the City of Duncanville has been given the opportunity to utilize CARES Act funding to purchase solutions that will aid in the prevention and spread of COVID-19; and

WHEREAS, the Texas Department of Information Resources has competitively solicited proposals for personal computer hardware, related equipment, and software;
and

WHEREAS, the Texas Department of Information Resources has evaluated the proposals and awarded a contract to GTS Technology Solutions; and

WHEREAS, the purchase through this contract will exceed \$50,000.00 and requires approval by the City Council;

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 does hereby award the bid and authorize purchase of personal computer hardware, related equipment, and software with GTS Technology Solutions through the Texas Department of Information Resources contract in the amount of \$140,174.98; and

SECTION 2. The City Council of the City of Duncanville, Texas authorizes the City Manager, or his designee, to execute the necessary agreement, documents, and/or purchase orders; and

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0061877
Date: 10/6/2020
Delivery Date:
Expire Date: 11/5/2020
Customer ID: TXDNCV13004
Sales Contact: Tanner Funke

QUOTE FOR:			SHIP TO:			
City of Duncanville			City of Duncanville			
CUSTOMER P.O. NO.		TERMS		SALES REP		
Panasonic FZ-55		Net 30 Days		JD Rowell		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	FZ-55CA-00VM: Public Sector Specific, Win10 Pro, Intel Core i7-8665U 1.9GHz, vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 512GB SSD, 16GB, Intel Wi-Fi, Bluetooth, TPM 2.0, 4G LTE Band 14 (EM7511), dGPS, Dual Pass (Ch1:dGPS/Ch2:WWAN), Infrared Webcam, Emissive Backlit K	DIR-TSO-4025	19.00	EACH	\$3,375.55	\$64,135.45
2	CF-SVCPSY5: PANASONIC : 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includ	DIR-TSO-4025	19.00	EACH	\$592.19	\$11,251.61
3	HA-55LVD2L: PANASONIC : HAVIS Docking Station with Dual Pass-Through Antenna with Lind Power Supply for Panasonic Toughbook 55	DIR-TSO-4025	19.00	EACH	\$843.78	\$16,031.82
4	CF-SVCDPFR: PANASONIC : Crossmatch-DigitalPersona Face Authentication, License - Must purchase with CF-SVCDPFRM (Maintenance & Support	DIR-TSO-4025	45.00	EACH	\$9.40	\$423.00
5	CF-SVCDPFRM: PANASONIC : Crossmatch-DigitalPersona Face Authentication, M&S, 1 year	DIR-TSO-4025	45.00	EACH	\$1.85	\$83.25
6	CF-SVCDPL194A1: PANASONIC : DigitalPersona Premium login for Windows Employee with Password Manager (AD and LDS), License, Crossmatch	DIR-TSO-4025	45.00	EACH	\$101.65	\$4,574.25
7	CF-SVCDPMLMS: PANASONIC : DigitalPersona Logon For Windows M&S,Initial Coverage-Crossmatch	DIR-TSO-4025	45.00	EACH	\$13.28	\$597.60
8	CF-SVCDPSIITVL3: PANASONIC : HID DIGITAL PERSONA (CROSSMATCH) PREMIUM PANASONIC ON SITE IMPLEMENTATION, INSTALLATION, AND TRAINING. INCLUDES ALL COSTS ASSOCIATED WITH COMPLETED INSTALLATION. REQUIRES A PRELIMINARY PROJECT DISCOVERY CALL.	DIR-TSO-4025	1.00	EACH	\$5,787.81	\$5,787.81
9	SVCNLEL1YB: PANASONIC : Panasonic Nuance Dragon Law Enforcement Speech Recognition Perpetual Software License	DIR-TSO-4025	45.00	EACH	\$441.87	\$19,884.15

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Continued...

Page: 1 of 2



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0061877
Date: 10/6/2020
Delivery Date:
Expire Date: 11/5/2020
Customer ID: TXDNCV13004
Sales Contact: Tanner Funke

QUOTE FOR:			SHIP TO:			
City of Duncanville			City of Duncanville			
CUSTOMER P.O. NO.		TERMS		SALES REP		
Panasonic FZ-55		Net 30 Days		JD Rowell		
		SHIPPING TERMS		SHIP VIA		
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
10	SVCNLEMCS1YB: PANASONIC : Panasonic Nuance User Management Center Annual (12 month) Subscription - (Minimum Order Quantity 26)	DIR-TSO-4025	45.00	EACH	\$25.86	\$1,163.70
11	SVCNLEMS1YB: PANASONIC : Panasonic Nuance Dragon Law Enforcement Speech Recognition Software - 1 Year Maintenance & Support renewable annually. (Minimum Order Quantity 26)	DIR-TSO-4025	45.00	EACH	\$66.99	\$3,014.55
12	SVCNLEOSTRN1: PANASONIC : Panasonic Nuance Dragon On Site User Training - 1 Day (8 hours) / 1 Trainer	DIR-TSO-4025	1.00	EACH	\$1,950.00	\$1,950.00
13	LP-IN1958-B: WIRELESS N - MIMO CELL & GPS - BLK	DIR-TSO-3652	18.00	EACH	\$235.95	\$4,247.10
14	FZ-VNF551W: Contactless SmartCard xPAK for FZ-55 Mk1 Front Expansion Area	DIR-TSO-4025	19.00	EACH	\$97.75	\$1,857.25
15	SERVICES: DEPLOYMENT CLIENT SE: Imaging, Etching, Delivery, Docking Station and Antenna Replacement	DIR-TSO-3655	16.00	EACH	\$323.34	\$5,173.44
16	FREIGHT CHARGE: Freight Charge	NON CONTRACT	1.00	EACH	\$0.00	\$0.00

For questions regarding this quote, please contact Tanner Funke at 512-681-6268. This quote is valid for 30 days unless otherwise noted.

Total Weight (EACH): 0 Sales Total: \$140,174.98
Total Volume (EACH): 0 Freight & Misc.: \$0.00

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability

Tax Total: \$0.00
Total (USD): \$140,174.98

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Page: 2 of 2

SAM Search Results
List of records matching your search for :

Search Term : GTS Technology Solutions, Inc.*
Record Status: Active

ENTITY	GTS Technology Solutions, Inc.	Status: Active
DUNS: 146810502	+4:	CAGE Code: 0ZQJ6 DoDAAC:
Expiration Date: 01/26/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 9211 WATERFORD CENTRE BLVD #125		
City: Austin	State/Province: TEXAS	
ZIP Code: 78758-7679	Country: UNITED STATES	



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 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 attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance 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 ordinance to the company and the ACSC's legal counsel.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Richard Summerlin, CPA, CGFO
Finance Director

BACKGROUND/HISTORY:

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of \$141.2 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to \$136.3 million, \$98.7 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$111.5 million instead of the claimed \$136.3 million. The amount of the \$111.5 million deficiency applicable to ACSC members would be \$80.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$90 million from ACSC Cities, but with a two-month delay in the effective date until December 1, 2020. This

should save ratepayers approximately \$9 million such that the case is functionally equivalent to ACSC's consultants' recommendation of \$80.8 million.

The Executive Committee recommends a settlement at \$90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Ordinance before November 1, 2020.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Ordinance will generate \$90 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be \$15.48 or 6.56 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2020, ACSC residents will have a slight economic monthly advantage over comparable GRIP and comparable DARR rates (see Attachment 3).

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS:

1. This section approves all findings in the Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$90 million from ACSC Cities.

5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Ordinance approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Ordinance.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage.
12. This section directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.2 million in additional system-wide revenues, the RRM settlement at \$90 million for ACSC Cities reflects substantial savings to ACSC Cities. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$81 million. Settlement at \$90 million (equivalent to \$81 million with a two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Ordinance before November 1, 2020. New rates become effective December 1, 2020.

POLICY EXPLANATION:

What is the role of Cities in ratemaking?

Cities have historically exercised original jurisdiction over the level of gas rates charged within their boundaries. Generally, gas distribution utilities have filed rate cases at the City level and have only gone to the Railroad Commission of Texas ("RCT" or "Commission") with an appeal of City action or when they could not reach a settlement with Cities. If a utility and Cities reach an agreement, the utility may then file a case at the RCT to implement the same rates approved by Cities in areas outside municipal boundaries.

Once a case is at the RCT, the Commission Staff generally expects Cities to intervene and do most of the discovery, cross-examination, briefing, and sponsor opposing witnesses. There is no consumer advocate at the RCT. If Cities do not participate in hearings at the RCT, the request of a regulated utility is likely to be rubber-stamped.

How and why was the Atmos Cities Steering Committee created?

The Atmos pipeline and distribution systems were built, owned, and operated by Lone Star Gas ("LSG"), which maintained over 200 rate jurisdictions until it sold its assets to Texas Utilities ("TXU") in the late 1990's. That meant that many Cities had their own unique distribution rates and that

individual Cities had to process rate cases at the local level. LSG-Pipeline served all 200-plus distribution systems, and pipeline rates were set by the RCT.

From the early 1980's through the late 1990's, LSG filed no pipeline or system-wide rate cases at the RCT. When LSG was finally brought before the RCT to show cause why its rates should not be reduced, approximately 80 Cities intervened and created an *ad hoc* group known as the Steering Committee of Cities Served by Lone Star. In Gas Utilities Division ("GUD") docket number 8664, three separate groups of Cities and a number of independent Cities (jointly the "Aligned Cities") participated and coordinated their efforts to oppose the rate increase.

TXU purchased the LSG assets in the late 1990's and immediately commenced consolidating 200-plus ratemaking jurisdictions into regions. As regional cases were filed, Cities within each region created an *ad hoc* committee to form a common strategy and negotiating position. Once TXU had aggregated the Cities into five or six jurisdictions, each with a different rate, Texas Utilities Gas Company filed a system-wide case to bring all of the old LSG territory under one common rate. The different City regional committees then united and formed the Allied Coalition of Cities ("ACC"). While the gas utility assets were owned and controlled by TXU, the coalition transformed itself from an *ad hoc* group that came together only in response to rate filings by the utility into a permanent standing coalition.

In Gas Utilities Docket ("GUD") No. 9400 in 2004, TXU's request for a \$61.6 million system-wide increase was aggressively opposed by ACC. Cities achieved disallowances of \$42.9 million of a regulatory asset and \$87.8 million of capitalized gas utility plant. The company received only a \$2.01 million increase. Unhappy with that result, TXU decided that owning a gas system was neither as fun nor as profitable as the deregulated electric system, and they sold the system to Atmos Energy Corporation ("Atmos" or "Company"). ACC was then transformed into the Steering Committee of Cities Served by Atmos and then renamed Atmos Cities Steering Committee to obtain an easy to remember acronym, "ACSC."

What is the Atmos Cities Steering Committee?

ACSC is a coalition of 170 Cities that unite in common purpose to address gas utility rate and franchise issues related to Atmos Energy Corporation. Its objectives are to: (1) ensure that gas utility rates charged to Cities and their residents are fair and reasonable; (2) maintain reasonable franchise fee revenues for Cities; (3) protect Cities' original jurisdiction over rates and services; (4) be a voice for consumers where no state agency assumes such a role; and (5) promote sound ratemaking policies in the public interest.

Cities join the permanent standing committee by passing a resolution and agreeing to support the work of ACSC through modest occasional *per capita* assessments that support ongoing administrative and legislative advocacy and all expenses where Cities are not entitled to reimbursement. Each member City designates a representative to ACSC. Member representatives may volunteer to serve on the ACSC Executive Committee. The Executive Committee sets policy, hires legal counsel and consultants, directs litigation, establishes a legislative agenda, sets assessments on members as needed, and meets quarterly with Atmos executives. The Settlement Committee is directly involved in negotiating resolution of contested matters with Atmos executives. The list of current members is attached.

What is the benefit of membership in ACSC?

One hundred seventy Cities speaking as one voice is much more effective in advocacy before the Railroad Commission and legislature than any one City or multiple small groups of Cities.

The legislature has given gas utilities a right to an annual increase in rates. Resources (both financial and human) of individual Cities are conserved by membership in ACSC. Additionally, membership enhances institutional memory of ratemaking issues, public policy debates, and right-of-way and franchise fee battles.

What has ACSC accomplished?

Going into the 82nd Legislative Session, in December 2010, ACSC released a 48-page report, "Natural Gas Consumers and the Texas Railroad Commission." More than 200 television, newspaper and radio news sites posted information on, and a link to, the report that may be found on ACSC's website, TexasGasConsumers.org

ACSC has also been instrumental in ongoing Sunset Commission reviews of the RCT. The agency has undergone three Sunset reviews since 2010, and in each case ACSC has maintained a watchful eye on the process to ensure that provisions that could harm the interest of gas utility ratepayers are excluded from the legislation. ACSC representatives also visited on several occasions with the Sunset Commission Staff, and several ACSC recommendations for reform were included in Sunset Commission Reports on the agency. Several ACSC member representatives testified before the legislature regarding the Sunset review of the Railroad Commission.

During the 2011 legislative session, lobbying efforts by ACSC were critical in killing two gas utility bills that would have undermined traditional regulation, deprived Cities of certain rights, and led to even greater rate increases.

ACSC has also resolved a major issue involving franchise fees. In 2010, Atmos unilaterally, without notice, ceased inclusion of franchise fees in the calculations of gross receipts regardless of whether specific franchises included such payments. Several Cities were willing to pursue the matter through litigation. However, counsel for ACSC was able to negotiate a resolution that allowed each member City to determine whether it desired an increase in franchise fee payments based on inclusion of franchise fees in the calculation of gross receipts. If a City opted for inclusion of fee-on-fee revenues, it had the further option of retroactive payments back to the point in time that Atmos decided to curtail fee-on-fee payments. Each member had these options regardless of the wording of the then-valid franchise agreement. This resolution spared significant litigation costs and anxiety and was only possible because of the clout of the ACSC membership.

One of the most significant accomplishments of ACSC occurred in 2007 via a settlement of the then-pending, system-wide rate case. Approximately 50 ACSC City representatives showed up in Arlington for a meeting with Atmos executives who were shocked at the vocal opposition to Atmos' practices, the unfairness of annual Gas Reliability Infrastructure Program ("GRIP") rate filings that precluded City and citizen review, and the Company's lack of coordination with Cities. That meeting led to the creation of the Rate Review Mechanism ("RRM") process and improved ongoing communications between the Company and ACSC.

In 2010, these improved communications between ACSC and the Company led to a workable solution to the need to replace steel service lines in a manner that accommodated Cities' needs to

control their rights-of-way, while moderating the rate impact and focusing first on the riskiest service lines based on leak repair histories. This compromise precluded a more onerous (from a City and consumer perspective) program threatened by the RCT.

What is an RRM case?

The concept of an RRM proceeding emerged as a three-year experimental substitute for GRIP cases as part of the settlement of Atmos Mid-Tex's 2007 system-wide rate case. In 2003, the Texas Legislature added Section 104.301, Interim Adjustment for Changes in Investment, to the Gas Utility Regulatory Act. While not identified as such in the law, § 104.301 was referred to as the Gas Reliability Infrastructure Program or GRIP. The GRIP adjustments allowed gas companies to recover changes to invested capital without a review of whether increased revenues or declining expenses offset the invested capital costs. Both Atmos Pipeline and Atmos Mid-Tex filed GRIP cases as soon as the RCT adopted rules to implement the interim adjustments. As explained below, it quickly became apparent that the GRIP adjustments were terrible public policy.

As an alternative to GRIP, ACSC entered into a negotiated agreement with Atmos in 2007 to establish the RRM process. Unlike GRIP, the RRM provided for an annual review of all portions of Mid-Tex's cost of service. It fixed an authorized rate of return on equity for the three-year period at 9.6% (which was less than what the RCT would have authorized) and set caps on the extent to which expenses or investments could increase from one year to the next. More importantly, it allowed Cities to make a comprehensive evaluation of all aspects of the utility's business—investment, operation and maintenance expenses, and revenues—unlike GRIP that only allows consideration of changes to invested capital.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2019 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 attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance 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 ordinance to the company and the ACSC's legal counsel.

ATTACHMENTS:

[Attachment 1 - Ordinance No. - 2391 - Settlement btwn ACSC and ATMOS Energy with Exhibit A](#)

ORDINANCE NO. 2391

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 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 ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE 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 ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Duncanville, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by

the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants' Report, which was \$81 million; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 9. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 12. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

DULY PASSED by the City Council of the City of Duncanville, Texas, on this the 20th day
of October, 2020.

APPROVED:

BARRY L. GORDON, MAYOR

ATTEST:

KRISTIN DOWNS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

**Exhibit A
to 2020 RRM Resolution or Ordinance**

**Mid-Tex Tariffs
Effective December 1, 2020**

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.30 per month
Commodity Charge – All Ccf	\$0.26651 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 54.50 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 54.52 per month
Commodity Charge – All Ccf	\$ 0.11728 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where
 i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_{ij} = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.73	0.1545	94.79	0.7284
Austin	9.53	0.1489	211.76	0.9405
Dallas	15.77	0.1792	199.74	0.9385
Waco	9.99	0.1341	145.27	0.7110
Wichita Falls	11.61	0.1402	120.34	0.5747

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**Exhibit B
to 2020 RRM Resolution or Ordinance**

**Mid-Tex
2020 Benchmark for Pensions
and Retiree Benefits**

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2019**

Line No.	Description	Shared Services		Mid-Tex Direct		Adjustment Total
		(a)	(b)	(c)	(d)	(e)
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers					
2	Watson Report as adjusted (1) (2) (3)	\$ 3,460,135	\$ 3,695,384	\$ 6,132,704	\$ 280,578	\$ 4,992,449
3	Allocation to Mid-Tex	43.29%	43.29%	76.59%	100.00%	76.59%
4	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744
5	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%
6	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744
7						\$ 11,898,774
8	Summary of Costs to Approve (1):					
9						
10	O&M Expense Factor (WP_F-2.3, Ln 2)		79.55%	79.55%	37.83%	37.83%
11						
12	Total Pension Account Plan	\$ 1,191,410		\$ 1,777,056		\$ 2,968,466
13	Total Post-Employment Benefit Plan		\$ 1,272,412		\$ 32,754	\$ 2,719,060
14	Total Supplemental Executive Benefit Plan				\$ 32,754	\$ 32,754
15	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 5,720,280
16						
17						
18	Notes:					
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.					
20	2. Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.					
21						
22	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.					
23						

**Exhibit C
to 2020 RRM Resolution or Ordinance**

**Mid-Tex 2020 Schedule for
Amortization for Regulatory Liability**

**ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2019
AMORTIZATION OF REGULATORY LIABILITY**

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount (2)	Corrected Balance for December 31, 2017 (3)
	(a)	(b)	(c)	(d)	(e)
1	2017		\$ -	\$ 292,268,881	\$ 292,268,881
2	2018	292,268,881	12,075,562	280,193,319	
3	2019	280,193,319	12,085,165	268,108,155	
4	2020	268,108,155	11,171,173	256,936,982	
5	2021	256,936,982	11,171,173	245,765,809	
6	2022	245,765,809	11,171,173	234,594,635	
7	2023	234,594,635	11,171,173	223,423,462	
8	2024	223,423,462	11,171,173	212,252,289	
9	2025	212,252,289	11,171,173	201,081,116	
10	2026	201,081,116	11,171,173	189,909,943	
11	2027	189,909,943	11,171,173	178,738,770	
12	2028	178,738,770	11,171,173	167,567,597	
13	2029	167,567,597	11,171,173	156,396,424	
14	2030	156,396,424	11,171,173	145,225,251	
15	2031	145,225,251	11,171,173	134,054,077	
16	2032	134,054,077	11,171,173	122,882,904	
17	2033	122,882,904	11,171,173	111,711,731	
18	2034	111,711,731	11,171,173	100,540,558	
19	2035	100,540,558	11,171,173	89,369,385	
20	2036	89,369,385	11,171,173	78,198,212	
21	2037	78,198,212	11,171,173	67,027,039	
22	2038	67,027,039	11,171,173	55,855,866	
23	2039	55,855,866	11,171,173	44,684,692	
24	2040	44,684,692	11,171,173	33,513,519	
25	2041	33,513,519	11,171,173	22,342,346	
26	2042	22,342,346	11,171,173	11,171,173	
27	2043	11,171,173	11,171,173	(0)	

29	Revenue Related Tax Factor	7.16%	See WP_F-5.1
	Revenue Related Taxes on Annual		Amortization * Tax
30	Amortization	\$ 799,924	Factor
31	Amortization Including Revenue	<u>\$ 11,971,097</u>	Amortization + Taxes

32 Notes:

- 34 1. The annual amortization of a 26 year recovery period is based on the
35 Reverse South Georgia Method.
- 36 2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.
- 37 3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution authorizing an amendment to resolution 2020-004R approved on August 4, 2020 for an increase in the amount of \$25,000.00 for a new annual amount up to \$127,501.00 for the FY 2019 annual procurement, and a renewal/extension amount of \$200,000.00 for the FY 2021 annual procurement with Visiting Nurse Association using interlocal cooperative contract, with the City of Grand Prairie contract #17124, for the senior meal program service.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation
Noel Garcia, Recreation and Senior Center Superintendent
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

For over 30 years, the senior citizens of Duncanville have been provided a daily lunch program through the Nutrition Program for the Elderly via the United States Department of Health and Human Services, and the Administration on Aging. The program is administered locally by the Texas Department of Aging and Disability Services (DADS), and the Dallas Area Agency on Aging (DAAA). The Duncanville D.L. Hopkins Jr. Senior Center currently serves 100 – 130 meals daily through this program.

The Duncanville City Council originally approved the annual authorization for the procurement of senior meals through the City of Grand Prairie's Contract at its August 19, 2014 meeting. It has since been renewed yearly by both Grand Prairie and Duncanville. Grand Prairie last competitively bid the meal services in 2017 with the Visiting Nurse Association of Texas again being selected as lowest, most responsible bidder.

The Visiting Nurse Association of Texas currently provides congregate meals for 21 senior centers in Dallas County. Menus are planned by a registered dietitian and meet the nutritional needs of seniors. Nutritional education presentations are pre-approved and provided a registered dietitian. In addition, the Visiting Nurse Association of Texas offers a variety of educational presentations on aging related issues (medication management, heart healthy, Alzheimer's disease, grief and loss, etc.) that are utilized by the Duncanville Senior Center.

The highlights of the 2019 City of Grand Prairie annual contract include:

- Terms – October 1, 2019 - September 30, 2020
- Renewals – Second of four (4) additional one (1) year renewals to the 2017 contract
- Termination – with or without cause by City with 30-day advanced notice
- Nutrition Program guidelines and rules
- Food quality standards
- Inspection requirements for off-site meal preparation
- Dietary guidelines
- \$3.80 per meal

The highlights of the 2021 City of Grand Prairie annual contract include:

- Terms - October 1, 2020 - September 30, 2021
- Renewals - Third of four (4) additional one (1) year renewals to the 2017 contract
- Termination - with or without case by City with 30 day-advance notice
- Nutrition Program guidelines and rules
- Food quality standards
- Inspection requirements for off-site meal preparation
- Dietary guidelines
- \$3.93 per meal

POLICY EXPLANATION:

This Resolution reflects an increase of the FY 2019 annual purchase cost of meals estimated at 25,000.00 for 6,579 meals and a renewal/extension for the FY 2021 annual purchase cost of meals estimated at \$200,000.00 for a projected 50,891 meals for the Duncanville Hopkins Senior Center. The increase of cost is due to the increased number of meals being served as the meal program was transitioned to a drive through service in March 2020, and is now open to all Dallas County area seniors due to the COVID-19 related closure of the Senior Center. The Hopkins Senior Center is prohibited from charging any fees per DAAA and federal regulations for persons age sixty (60) and over. As such, the meal program is available to any person aged sixty (60) and over free of charge; however, a voluntary contribution of \$1.00 per meal is requested from each diner. The voluntary contribution rate is monitored daily and currently, and the center receives an average of \$0.59 per diner, per day. The \$1.00 voluntary contribution rate is set by the Share and Care Site Council, a required local committee who oversees the meal service program and provides feedback to DAAA, city staff and the meal vendor. In addition, diners are not required to be members of the senior center. Meals may be purchased at full price (\$7.12) for anyone under the age of sixty.

The meal services program is administered locally by DAAA, which governs participants' guidelines and federal funding. The City of Duncanville is a long-standing participant of the program and has received approved grant funding for FY 2020 and 2021. This program is self-supporting with the reimbursement grant from DAAA and voluntary contributions from the users of the program.

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

FUNDING SOURCE:

This program is self-supporting with the reimbursement grant from DAAA and voluntary contributions from the users of the program.

Contract Log #:

1408R

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing an amendment to Resolution 2020-004R approved on August 4, 2020 for an increase in the amount of \$25,000.00 for a new annual amount up to \$127,501.00 for the FY 2019 annual procurement and a renewal/extension amount of \$200,000.00 for the FY 2021 annual procurement with Visiting Nurse Association using interlocal cooperative contract, with the City of Grand Prairie contract #17124, for the senior meal program service.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2020-004R1 - Amendment and Renewal to VNA Contract for Senior Meal Program - with Exhibit A](#)

RESOLUTION NO. 2020-004R1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN INCREASE TO THE FUND FOR THE ACQUISITION OF ADDITIONAL MEALS WITH VISITING NURSE ASSOCIATION IN THE AMOUNT OF \$25,000.00 AT THE APPROVED RATE FOR A NEW ANNUAL AMOUNT UP TO \$127,501.00 FOR THE FY 2019 ANNUAL PROCUREMENT; AND TO AUTHORIZE THE CITY MANAGER TO SIGN; AND, AUTHORIZING TO RENEW/EXTEND FOR FY 2021 ANNUAL PROCUREMENT USING INTERLOCAL COOPERATIVE CONTRACT #17124 WITH THE CITY OF GRAND PRAIRIE IN THE AMOUNT OF \$200,000.00 FOR THE SENIOR MEAL PROGRAM; AND AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has provided the senior citizens of Duncanville a daily lunch program for more than 30 years through the Nutrition Program for the Elderly via the United States Department of Health and Human Services, and the Administration on Aging; and

WHEREAS, the program is administered locally by the Texas Department of Aging and Disability Services, and the Dallas Area Agency on Aging (DAAA); and

WHEREAS, the Duncanville D.L. Hopkins Jr. Senior Center currently serves 65-100 meals daily through this program; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie; and

WHEREAS, the lowest responsible bid was awarded to Visiting Nurse Association of Texas and renewed by the City of Grand Prairie as attached in Exhibit "A".

WHEREAS, following the closure of the D.L. Hopkins Jr. Senior Center due to COVID-19, meal service for seniors was transitioned to a drive through service open to all seniors; and

WHEREAS, the drive through meal service has increased the number of meals budgeted in the original contract with Visiting Nurse Association.

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

SECTION 1. That the City Council of the City of Duncanville, Texas does hereby authorize to increase the fund for the acquisition of additional meals with Visiting Nurse Association in the amount of \$25,000.00 at the approved rate for a new annual amount up to \$127,501.00 for the FY 2019 annual procurement; and, to authorize the City Manager to sign.

SECTION 2. That the City Council of the City of Duncanville, Texas does hereby authorize to renew/extend for FY 2021 annual procurement with Visiting Nurse Association using Interlocal Cooperative Contract #17124 with the City of Grand Prairie in the amount of \$200,000.00 for the senior meal program service; and, to authorize the City Manager to execute the 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 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Agenda Item #4.D.

EXHIBIT "A"



March 25, 2019

Anna Doll, Deputy City Manager
City of Grand Prairie
P.O. Box 534045
Grand Prairie, Texas 75053
972-237-8000

Dear Ms. Anna Doll,

Enclosed are two originals of the VNA Congregate Meals Agreement between the City of Grand Prairie, a Texas municipality and The Visiting Nurse Association of Texas, extending the term from October 1, 2019 through September 30, 2020. These have been executed on behalf of our organization. If you approve of the proposed agreement, please sign the enclosed amendment. Please return a fully executed amendment to my attention. If returning an original, please send to me at the address listed at the bottom of this letter, or you may return by email to ricciart@vnatexas.org, or by fax to 214-689-2300.
Thank you.

Sincerely,

Thomas Ricciardelli
Vice President

Enclosures

c: (w/o enclosures)

Carlton Holland, Vice President and CFO, VNA (with enclosure)
Ashley Lind, Vice President MOW & Population Health, VNA
Megan Vick, Director, Production & Distribution, VNA



(800) 225-5062 | 1600 Viceroy, Suite 400 | Dallas, Texas 75235 | vnatexas.org



Agenda Item #4.D.

AMENDMENT TO
CONGREGATE MEALS AGREEMENT

This Amendment is made to the Congregate Meals Agreement (the "Agreement") made between the City of Grand Prairie, a Texas municipality, (hereinafter referred to as the "City") and The Visiting Nurse Association of Texas, (hereinafter referred to as "VNA") effective the 1st day of October, 2012.

In consideration of the City and VNA agreeing to extend the Agreement under the terms and conditions following, the Agreement is extended for the time period October 1, 2019 through September 30, 2020. The price per meal remains \$3.80. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement on the respective dates set forth below.

FOR: THE VISITING NURSE ASSOCIATION OF TEXAS

BY: Thomas Ricciardelli
Signature

Thomas Ricciardelli
Printed Name

ITS: Vice President, General Counsel

DATE: March 25, 2019

FOR: CITY OF GRAND PRAIRIE, TEXAS

BY: _____
Signature

Anna Doll
Printed Name

ITS: Deputy City Manager
Title

DATE: _____

Agenda Item #4.D.

Grand Prairie — T E X A S —		Contract Coversheet	
Dept:*	Purchasing	Contract ID:	7799 A1
For:	Parks, Arts & Recreation	Bid Number:	17124
Contact Name:	Bryce	Contact Phone:*	8271
		Contact Email:*	bdavis@gptx.org
Vendor Name:	The Visiting Nurse Association of Texas	Vendor Email:	bdavis@gptx.org
Project Name:	Congregate Meal Program		
Summary	Renewal 2		
Permanent Retention*			
☐ Yes		☒ No	
Contract Amount	Account #	Work Order #	
\$ 114,000.00			
Implementation Date	Termination Date	Council Approval Date	
10/1/2019	9/30/2020	9/5/2017	
Contract Approvals			
Department Manager:			
<i>Kathleen Morcos</i>		Date	9/3/2019
City Attorney Signature			
<i>Megan Mahan</i>		Date	10/2/2019
City Manager Signature			
<i>Bill Crutley</i>		Date	10/3/2019
City Secretary Signature			
<i>Catherine E. DeMaggio</i>		Date	10/3/2019

Agenda Item #4.D.

AMENDMENT TO PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS AMENDMENT is made and entered into this date by and between the CITY OF GRAND PRAIRIE, a Texas municipal corporation (hereinafter referred to as the "CITY", and THE VISITING NURSE ASSOCIATION OF TEXAS (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide congregate meal program per bid award resulting from vendor's response to RFB #17124, submitted by Katherine Krause on August 8, 2018; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$570,000.00 if all extensions were exercised. This Contract was effective as of October 1, 2017, and was to terminate at midnight on September 30, 2018, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in paragraph XV of the original contract; and

WHEREAS, the first of four available renewal options was executed on August 22, 2018 and extended the term of the contract through September 30, 2019;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to extend the term of the contract and execute the second of the four available renewal options and extend the contract expiration to midnight on September 30, 2020 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in paragraph XV of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$114,000.00, to reflect the contract renewal; and
3. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

AMENDMENT PRICE AGREEMENT CONTRACT RFB #17124

Page 1 of 2

Page 6 of 9

Page 6 of 11

Page 51 of 154

Agenda Item #4.D.

EXECUTED this the _____ day of _____, 2019, 2010/3/2019.

CITY OF GRAND PRAIRIE, TEXAS

THE VISITING NURSE ASSOCIATION
OF TEXAS

By: *Anna Doll*
Anna Doll, Deputy City Manager

By: *Katherine Krause*
Printed: _____
Name: Katherine Krause

ATTEST:

Title: President and CEO

Cathy E. DiMaggio
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

Megan Mahan
Megan Mahan, City Attorney

AMENDMENT PRICE AGREEMENT CONTRACT RFB #17124

Page 2 of 2

Page 7 of 9

Page 7 of 11

Page 52 of 154



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2020

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

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

PRODUCER Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231		CONTACT NAME: Linda Ginn PHONE (A/C, No, Ext): 972.770.1420 FAX (A/C, No): E-MAIL ADDRESS: Linda_Ginn@mhb.com	
INSURED The Visiting Nurse Association of Texas 1600 Viceroy Dr., Ste 400 Dallas TX 75235-2306		INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Insurance Corporation INSURER B: NorGUARD Insurance Company INSURER C: CNA Insurance Company Limited INSURER D: INSURER E: INSURER F:	
		NAIC # 10328 31470 99999	

COVERAGES **CERTIFICATE NUMBER:** 1078656227 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HS0295758402	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			HS0295758402	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000			HS0295758402	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	VIWC162903	7/1/2020	7/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Property Special Form Including Theft Replacement Cost			6050207592	7/1/2020	7/1/2021	Limit See Remarks

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation form CGL 461 Edition (11/16) as required by written contract applies to the General Liability and Hired Non Owned Auto Liability policy.

The General Liability policy includes an Additional Insured and Waiver of Subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Hired Non Owned Automobile Liability policy contains language that may provide Additional Insured and Waiver of Subrogation status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER City of Duncanville 203 E. Wheatland Rd. Duncanville TX 75116 Page 8 of 11	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AGENCY CUSTOMER ID: VISITNURSE5

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED The Visiting Nurse Association of Texas 1600 Viceroy Dr., Ste 400 Dallas TX 75235-2306
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary Non-Contributory form CG 2001 (12/19) as required by written contract applies to the General Liability policy.
The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Blanket Waiver of Subrogation form WC420304B (06/14) as required by written contract applies to the Workers Compensation policy.
The Worker's Compensation policy includes a Blanket Waiver of Subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Revised – Supersedes Prior Certificate Issued



FISCAL YEAR 2021 AGREEMENT AMENDMENT AND EXTENSION

This Fiscal Year 2021 Agreement Extension is made and entered into as an extension of the Fiscal Year 2019 Agreement for Title III Federal Services dated October 1, 2018, by and between the Dallas Area Agency on Aging, a program of Community Council of Greater Dallas, hereafter referred to as the DAAA, and the City of Duncanville, hereinafter referred to as SUBRECIPIENT.

WITNESSETH

WHEREAS, the SUBRECIPIENT and DAAA executed an Agreement dated January 31, 2019, for the provision of Title III Federal Services; and,

WHEREAS, Section IV of that Agreement contemplated contract extensions for a specific period, subject to SUBRECIPIENT's satisfactory performance;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the SUBRECIPIENT and DAAA agree as follows:

Contract Term: This Agreement Extension shall become effective on October 1, 2020, and remain in effect through September 30, 2021, unless earlier terminated by the parties.

Performance Measures: SUBRECIPIENT shall provide **Congregate Meals** and **Home Delivered Meals (COVID-19)** to eligible participants. A unit of service is defined as **one meal**. The number of units of service under this project for this Agreement Extension period shall be approximately **16,006 meals**. The number of unduplicated persons receiving services shall be approximately **250** eligible participants.

Compensation: DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **\$6.48** for Title III units. Title III compensation for the provision of services shall not exceed **\$91,627.20**. The SUBRECIPIENT will provide a match of at least **\$9,049.60**. The unit rate for meals purchased with match funds shall be **\$7.12**.

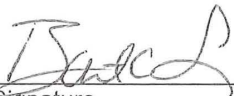
Program Income: Units of service will be purchased with program income at a unit rate of **\$7.12** per unit. The goal for program income shall be **\$7,860.48**.

The above figures are based on the attached documents; FY2020 Congregate Meal Budget Worksheet Calculation of The Per Meal Unit Rate and Service Projections FY2021.

Coordination with Fiscal Year 2019 Agreement: This Fiscal Year 2021 Agreement Extension is an extension of those contractual provisions, attachments, assurances, etc. of the Fiscal Year 2019 Agreement, and those prior terms and conditions shall remain unchanged and in full force and effect unless otherwise stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as set forth below.

THE CITY OF DUNCANVILLE



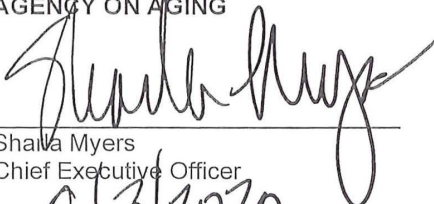
Signature
BART STEVENSON
DIRECTOR OF PARKS & RECREATION

Name and Title

09.17.2020

Date

COMMUNITY COUNCIL OF
GREATER DALLAS / DALLAS AREA
AGENCY ON AGING



Shaiva Myers
Chief Executive Officer
9/3/2020

Date



Doris Soler
Director of Dallas Area Agency on Aging
9/2/2020

Date



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider an Ordinance amending the Code of Ordinances by repealing Chapter 12, 'Miscellaneous Offenses and Provisions', Article XX, 'Sale of Alcoholic Beverages', in its entirety, and replacing it with a new Article XX, 'Sale of Alcoholic Beverages' and providing a repealing clause; Providing a severability clause, providing a savings clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00).

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

In 2003, Council passed Ordinance No. 1853 which regulates the sale of alcoholic beverages and requires licenses, permits, and fees for the sale of alcoholic beverages. Key elements of the ordinance included:

- Prohibition on beer sales in residential zoning districts
- Prohibition of alcohol sales at a restaurant with drive-thru or curbside service
- Prohibition of alcohol sales within 300' of a church, school, or public hospital
- Requires a City permit in addition to the State alcohol license/permit
- Established City permit fee as half the fee assessed by the state
- Established penalties for violating the ordinance

Previously, City Staff processed permits and collected fees only from businesses that sell alcoholic beverages retail e.g., grocery stores, convenience stores, etc.; however, City Staff did not process permits or collect fees from the 22 restaurants in town that serve alcohol. Since adoption of the ordinance in 2003, State law allows restaurants with drive-thru or curbside service to sell alcohol. Therefore, it can not be prohibited by City ordinance.

Staff briefed the City Council on August 4, 2020 regarding updates to the Alcohol Ordinance.

Specifically, Council provided the following input to Staff regarding modifications to the current alcohol ordinance.

- Council understood that state law allows alcohol sales at restaurants with drive-thru or curb service.
- Council directed Staff to start processing alcohol permits for restaurants; however, the City would not assess a permit fee until October 1, 2021.
- Council kept the assessed fee for City permit at 1/2 the TABC assessed permit fee.

Currently, the permit fees assessed by TABC are:

- Retail Beer Sales: \$120.00 every two years (\$60.00 for City permit)
- Retail Wine Sales: \$150.00 every two years (\$75.00 for City permit)
- Retail Beer & Wine Sales: \$120.00 every two years (\$600.00 for City permit)
- Restaurant Alcohol Sales - Initial License: \$6,000.00 (\$3,000.00 for City permit)
- Restaurant Alcohol Sales - 1st Renewal after two years: \$4,500.00 (\$2,250.00 for City permit)
- Restaurant Alcohol Sales - 2nd Renewal after two years: \$3,000.00 (\$1,500.00 for City permit)
- Restaurant Alcohol Sales - 3rd and all subsequent every two years: \$1,500.00 (\$750.00 for City permit)

Calendar Year 2021 is when 18 of the 22 restaurants that serve alcohol are due for TABC license renewal. Review and amendment of the ordinance is timely as a revised ordinance can go to Council for approval before these permits are due.

In addition, ordinance revisions are also necessary to:

(1) Update Section 12-200, Definitions, to add definitions for: Alcoholic beverage, Ale or malt liquor, Applicant, City Permit, Consignment sale, Distilled spirits, Illicit beverage, Liquor, Malt beverage, Mixed beverage, Private school, State License, State Permit, Wine and vinous liquor and Wine cooler to follow regulations under with State law.

(2) Update Section 12-201, Distance to church, school, hospital, to:

(a) prohibit alcoholic beverage sales within 1,000 feet of a public or private school, if the City Council by resolution approves a request from the governing body of the public or private school.

(b) revise the measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school to include, in the event the permit or license holder is located on or above the fifth story of a multistory building, for measurement of the distance in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

(3) Revise Section 12-202, City Permit/Revocation, to:

(a) require any person, corporation or association wishing to sell alcoholic beverages to complete a city permit application form and submit it to the Building Inspection Department along with a copy of an alcohol license or permit duly issued by the State of Texas to the applicant. The Building Inspection Department shall submit each application to the appropriate city departments to ensure the application complies with all city ordinances and regulations. After approval by all necessary city departments, the application shall be approved.

(b) require restaurants to pay the City alcohol permit fee starting October 1, 2021. Until such time, restaurants will not be required to pay permit fee when making application for a city alcohol permit.

(c) Prohibit the sale of alcoholic beverages without a permit and provide for bi-annual renewals of the permit.

(d) The City Council, after due notice and hearing, may revoke an alcohol permit for failure to comply with any of the terms of this section and all other applicable ordinances, after receipt of written notice of noncompliance and failure to rectify any such deficiencies within thirty (30) days of receipt of such written notice. In addition to canceling the alcohol permit, the city attorney may inform the Texas Alcoholic Beverage Commission that the location no longer is in compliance with the City of Duncanville's ordinances and request that the Texas Alcoholic Beverage Commission take whatever action is available under the Texas Alcoholic Beverage Code. The remedies provided in this subsection are in addition to, and do not exclude, all other civil remedies and criminal penalties the city is entitled to pursue at law, in equity, or under any ordinance of the City of Duncanville.

(4) Revise Section 12-203, Business Hours, to provide for the on-premises sale of beer, wine and mixed beverages until 2 a.m. in accordance with State law. The hours for holders of retail dealers' on-premises late hours licenses/permits to sell, offer for sale, and deliver mixed beverages for on-premises consumption is 2:00 a.m.

(5) Revise Section 12-204, Violation; penalty, to provide the Texas Alcoholic Beverage Commission and/or the city are not prohibited from pursuing all charges, claims and remedies available at law or equity in the enforcement of state law or municipal ordinances.

POLICY EXPLANATION:

City Council approval is required to modify the Code of Ordinances to repeal and replace Chapter 12, 'Miscellaneous Offenses and Provisions', Article XX, 'Sale of Alcoholic Beverages', to incorporate current State law pertaining to alcohol sales and clarify other provisions of the "Sale of Alcoholic Beverages" ordinance.

FUNDING SOURCE:

N/A

Contract Log #:

NA

RECOMMENDATION:

Staff recommends approval of an Ordinance amending the Code of Ordinances by repealing Chapter 12, 'Miscellaneous Offenses and Provisions', Article XX, 'Sale of Alcoholic Beverages', in its entirety, and replacing it with a new Article XX, 'Sale of Alcoholic Beverages' and providing a repealing clause; Providing a severability clause, providing a savings clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00).

ATTACHMENTS:

[Attachment 1 - Ordinance No. - 1853R - Amending the Code of Ordinance by Repealing Chapter 12](#)

ORDINANCE NO. 1853R

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY REPEALING CHAPTER 12, 'MISCELLANEOUS OFFENSES AND PROVISIONS', ARTICLE XX, 'SALE OF ALCOHOLIC BEVERAGES', IN ITS ENTIRETY, AND REPLACING IT WITH A NEW ARTICLE XX, 'SALE OF ALCOHOLIC BEVERAGES' AND PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Alcoholic Beverage Commission (TABC) has amended the guidelines to sell alcohol; and

WHEREAS, the City of Duncanville desires to amend the regulations to the sale of alcoholic beverages on the Code of Ordinance to follow regulations under State law.

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

SECTION 1. That the Code of Ordinances of the City of Duncanville, Texas, be and the same is hereby amended by repealing Chapter 12, "Miscellaneous Offenses and Provisions", Article XX "Sale of Alcoholic Beverages" to repeal Article XX, "Sale of Alcoholic Beverages" in its entirety, and replace it with new Article XX to read as follows:

"CHAPTER 12 – MISCELLANEOUS OFFENSE AND PROVISIONS

ARTICLE XX. – SALE OF ALCOHOLIC BEVERAGES

Sec. 12-200. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Alcoholic beverage" means alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

"Ale" or "malt liquor" means a malt beverage containing more than four percent of alcohol by weight.

"Applicant" means a person who submits or files an original or renewal application with the City Secretary for a City alcohol license.

"City Permit" means a permit issued by the City of Duncanville to authorize alcohol sales within the city jurisdictional boundaries.

Page 1 of 8

Ordinance No. 1852R

"Consignment sale" means:

- (A) the delivery of alcoholic beverages under an agreement, arrangement, condition, or system by which the person receiving the beverages has the right at any time to relinquish possession to them or to return them to the shipper and in which title to the beverages remains in the shipper;
- (B) the delivery of alcoholic beverages under an agreement, arrangement, condition, or system by which the person designated as the receiver merely acts as an intermediary for the shipper or seller and the actual receiver;
- (C) the delivery of alcoholic beverages to a factor or broker;
- (D) any method employed by a shipper or seller by which a person designated as the purchaser of alcoholic beverages does not in fact purchase the beverages;
- (E) any method employed by a shipper or seller by which a person is placed in actual or constructive possession of an alcoholic beverage without acquiring title to the beverage; or
- (F) any other type of transaction which may legally be construed as a consignment sale.

"Distilled spirits" means alcohol, spirits of wine, whiskey, rum, brandy, gin, or any liquor produced in whole or in part by the process of distillation, including all dilutions or mixtures of them, and includes spirit coolers that may have an alcoholic content as low as four percent alcohol by volume and that contain plain, sparkling, or carbonated water and may also contain one or more natural or artificial blending or flavoring ingredients.

"Illicit beverage" means an alcoholic beverage:

- (A) manufactured, distributed, bought, sold, bottled, rectified, blended, treated, fortified, mixed, processed, warehoused, stored, possessed, imported, or transported in violation of this code;
- (B) on which a tax imposed by the laws of this state has not been paid and to which the tax stamp, if required, has not been affixed; or
- (C) possessed, kept, stored, owned, or imported, with intent to manufacture, sell, distribute, bottle, rectify, blend, treat, fortify, mix, process, warehouse, store, or transport in violation of this code.

"Liquor" means any alcoholic beverage, other than a malt beverage, containing alcohol in excess of five percent by volume, unless otherwise indicated. Proof that an alcoholic beverage is alcohol, spirits of wine, whiskey, liquor, wine, brandy, gin, rum, tequila, mescal, habanero, or barreteago, is prima facie evidence that it is liquor.

"Malt beverage" means a fermented beverage of any name or description containing one-half of one percent or more of alcohol by volume, brewed or produced from malt, in whole or in part, or from any malt substitute.

"Mixed beverage" means one or more servings of a beverage composed in whole or part of an alcoholic beverage in a sealed or unsealed container of any legal size for consumption on the premises where served or sold by the holder of a mixed beverage permit, the holder of certain nonprofit entity temporary event permits, the holder of a private club registration permit, or the holder of certain retailer late hours certificates.

"Private school" means a school that is not a public school, including a parochial school, that:

- (A) offers a course of instruction for students in one or more grades from kindergarten through grade 12; and
- (B) has more than 100 students enrolled and attending courses at a single location.

“Special Event” means an event for which a permit has been issued under Art. XII-A, Section 6 of the City's Zoning Ordinance, including the following: a temporary event, or gathering, including a special event parade, using either private or public property, which involves one or more of the following activities.

- (A) Closing a public street;
 - (B) Blocking or restriction of public property;
 - (C) A gathering of more than 250 persons on public property;
 - (D) Sale of merchandise, food, or beverages on public property or on private property where otherwise prohibited by ordinance;
 - (E) Erection of a tent on public property, or on private property where otherwise prohibited by ordinance;
 - (F) Installation of a stage, band shell, trailer, van, portable building, amusement rides, grandstand or bleachers on public property, or on private property where otherwise prohibited by ordinance;
 - (G) Placement of portable toilets on public property, or on private property where otherwise prohibited by ordinance; or
 - (H) Placement of temporary "no-parking" signs in a public right-of-way.
- A private event hosted in a city facility in accordance with a facility rental agreement with the City, or/and an activity for construction or house moving purposes are exempt from definition of Special Event.

“State License” means a license authorized by the Texas Alcoholic Beverage Code.

“State Permit” means a permit authorized by the Texas Alcoholic Beverage Code.

"Wine and vinous liquor" means the product obtained from the alcoholic fermentation of juice of sound ripe grapes, fruits, berries, or honey, and includes wine coolers and saké.

"Wine cooler" means an alcoholic beverage consisting of vinous liquor plus plain, sparkling, or carbonated water and which may also contain one or more natural or artificial blending or flavoring ingredients. A wine cooler may have an alcohol content as low as one-half of one percent by volume.

Sec. 12-201. - Distance to church, school, hospital.

- (A) The sale of alcoholic beverages is prohibited at any location in the city that is within:
 - I. a residential zoning district or an identified portion of a planned development district restricted to residential uses except as may otherwise be allowed by the comprehensive Zoning Ordinance or authorized per Subsection (e) of this section;
 - II. Three hundred (300) feet of any church, public or private school or public hospital;
 - III. One thousand (1,000) feet of a public school, if the city council by resolution approves a request from the board of trustees of a school district under V.T.C.A., Education Code § 38.007; or

IV. One thousand (1,000) feet of a private school, if the City Council by resolution approves a request from the governing body of the private school.

The sale of alcoholic beverages for a limited time at events hosted in accordance with a facility rental agreement at the Duncanville Fieldhouse or D.L. Hopkins Jr. Senior Center shall be an exception to the distance limitation provided herein.

(B) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be:

I. along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or,

II. if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

(C) If at the time an original alcoholic beverage permit or license is granted by the Texas Alcoholic Beverage Commission (TABC) for a premise, the premise satisfies the requirements regarding distance from schools, churches, and other types of premises set forth in this Article, the premises shall be deemed to satisfy the distance requirements for all subsequent renewals of the TABC license or permit.

(D) On the sale or transfer of the premise or the business on the premise in which a new original license or permit is required for the premise the premise shall be deemed to satisfy any distance requirements, with the exception of distance from a public school as noted below, as if the issuance of the new original permit or license were a renewal of a previously held permit or license. This subsection does not apply to the satisfaction of the distance requirement prescribed by this section for a public school, except that on the death of a permit or license holder, or a person having an interest in a permit or license, this subsection does apply to the permit or license holder's surviving spouse or child or person having an interest in a permit or license surviving spouse or child, if the spouse or child qualifies as a successor in interest to the permit or license.

(E) The City Council may, upon application, approve and grant a variance from the requirements of Subsections (a) and (b) of this section if the City Council determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

(F) A violation of this section is an offense punishable by a fine not exceeding

\$2,000.00, and each violation shall be a distinct and separate offense and punishable as such.

Sec. 12-202. – City Permit/Revocation.

(A) No person, corporation or association shall sell alcoholic beverages within the city without first having applied for and been granted a valid permit issued by the city to sell alcoholic beverages. Any person, corporation or association wishing to see alcoholic beverages must complete a city permit application form and submit it to the Building Inspection Department along with a copy of an alcohol license or permit duly issued by the State of Texas to the applicant. The Building Inspection Department shall submit each application to the appropriate city departments to ensure the application complies with all city ordinances and regulations. After approval by all necessary city departments, the application shall be approved. The Building Inspection Department shall, in the name of the City, issue and deliver to the applicant a permit to sell alcoholic beverages in the business in the city of the character described in and authorized by the TABC license or permit from the State held by the applicant. The City Permit issued in the name of the applicant shall authorize the conduct of such business upon the premises described in a license or permit from the State and shall remain in force, unless revoked by the City, only so long as the license or permit from the State remains in force.

(B) An applicant for a permit under this section shall pay a fee to the City at the time of the submission of the new or renewal application. The permit fee shall be equal to one-half of the State fee for each permit issued for premises located within the city. Restaurants will be required to pay the City alcohol fee starting October 1, 2021. Until such time, Restaurants will not be required to pay permit fee when making application for a city alcohol permit.

(C) The permit issued under the provisions of the state alcoholic beverage code shall be prima facie proof of the classification of the occupation upon which the tax is levied and shall be the sole basis of determination of the amount of the license fee.

(D) The following are exempt from the fee authorized in this Article (as exempt from State permit and/or license requirements):

- (1) Agent's, airline beverage, passenger train beverage, industrial, carrier's, private carrier's, private club registration, local cartage, storage and temporary wine and beer retailer's permits;
- (2) A wine and beer retailer's permit issued for a dining, buffet, or club car; and
- (3) A mixed beverage license during the three-year period following the initial issuance of the state license.

(E) It shall be unlawful for a person engaged in such business within the corporate limits of the City, for which a permit or license is required under the provisions of the State alcoholic beverage code, without having been issued a permit and having paid the City a permit fee and then having received a receipt for such transaction.

(F) The permit fees provided by this section shall be collected by the City's Building Inspection Department and shall be paid by every person engaging in such business for which a permit or license is required under the provisions of the state alcoholic beverage code, and the Building Inspection Department shall issue to the person the proper permit, which shall state on its face for what it is issued, the date when it will expire, and by whom and where such business is to be conducted, and shall describe the place where such permit is to be kept and state what type of business is to be permitted under the permit. No permit is transferable.

(G) All Permits shall be renewed biannually based on the renewal date of the associated TABC permit or license. All Permits shall terminate at midnight on the day before the anniversary date of their issuance.

(H) The city council, after due notice and hearing, may revoke an alcohol permit for failure to comply with any of the terms of this section and all other applicable ordinances, after receipt of written notice of noncompliance and failure to rectify any such deficiencies within thirty (30) days of receipt of such written notice. In addition to canceling the alcohol permit, the city attorney may inform the Texas Alcoholic Beverage Commission that the location no longer is in compliance with the City of Duncanville's ordinances and request that the Texas Alcoholic Beverage Commission take whatever action is available under the Texas Alcoholic Beverage Code. The remedies provided in this subsection are in addition to, and do not exclude, all other civil remedies and criminal penalties the city is entitled to pursue at law, in equity, or under any ordinance of the City of Duncanville.

Sec. 12-203. - Business hours.

- (A) It is unlawful for any person to sell or deliver any alcoholic beverages except within those hours as prescribed by State law.
- (B) Extended hours for on-premises sale of beer, wine and mixed beverages.
 - (i) The terms "beer," "wine" and "mixed beverages" have the same meanings as set forth in V.T.C.A., Alcoholic Beverage Code § 1.04.
 - (ii) The hours for holders of retail dealers' on-premises late hours licenses/permits to sell, offer for sale, and deliver beer for on-premises consumption, is 2:00 a.m. pursuant to V.T.C.A., Alcoholic Beverage Code § 105.05(c).
 - (iii) The hours for holders of retail dealers' on-premises late hour licenses/permits to sell, offer for sale, and deliver wine for on-premises consumption is 2:00 a.m. pursuant to V.T.C.A., Alcoholic Beverage Code § 105.04.
 - (iv) The hours for holders of retail dealers' on-premises late hours licenses/permits to sell, offer for sale, and deliver mixed beverages for on-premises consumption is 2:00 a.m. pursuant to V.T.C.A., Alcoholic Beverage Code § 105.03(c).
 - (v) Unless otherwise provided in a specific use permit at the time of issuance or renewal, each valid, unexpired specific use permit for on-premises consumption of alcoholic beverages granted prior to the adoption of the ordinance from which this section derives shall be deemed amended to authorize the sale of beer or mixed

beverages for on-premises consumption during the hours authorized by this section if the permit holder obtains a late hours permit for that location from the Texas Alcoholic Beverage Commission.

(vi) The holders of retail dealers' on-premises late hours licenses/permits described herein are subject to fees and restrictions as provided in Duncanville Code of Ordinances.

Sec. 12-204. - Violation; penalty.

A permittee or licensee who sells an alcoholic beverage without first having paid a fee levied in this article commits a misdemeanor and, upon conviction, shall be punished by fine of not less than \$10.00 nor more than \$200.00. Any person, firm or association violating any of the other provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$2,000.00. In addition to any other penalty imposed in this article or by state law, the city may revoke or suspend any license or permit granted under the provisions of this article, or may cause the Texas Alcoholic Beverage Commission to revoke or suspend any other license or permit issued under the provisions of the Texas Alcoholic Beverage Code. The remedies provided herein shall be deemed to be cumulative of all other remedies.

Nothing in this section limits or restricts the Texas Alcoholic Beverage Commission and/or the city from pursuing all charges, claims and remedies available at law or equity in the enforcement of state law or municipal ordinances.

Sec. 12-205. - Sale of alcohol at special events.

An individual may obtain from the City Council, upon application, a special event alcohol permit, allowing for the sale of beer or alcoholic beverages for a special event. Such permit may only be considered upon receipt of a completed application and a copy of a current permit from TABC authorizing the permittee to sell, dispense or otherwise serve alcohol at the location. The application and TABC permit must be submitted for consideration in no later than the Thursday two weeks prior to the regularly scheduled city council meeting preceding the event. If the event is to be held within 300 feet of any church, public or private school or public hospital then prior to issuance of a permit the individual must obtain a variance from the city council, in accordance with section 12-201(d). The permit shall be valid for the length of the event, not to exceed 14 consecutive days.

Secs. 12-206—12-224. - Reserved.”

SECTION 2. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision

thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Duncanville as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Boards and Commissions appointment to the TIF (Tax Increment Financing Reinvestment Zone Number One) Board.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal 1: Foster a values-based environment where employees are supported and encouraged to develop, in order to achieve and sustain a healthy relationship between the organization's stakeholders.

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

The City Secretary was notified on September 8, 2020 that Michael Grace was inadvertently left out of the 2020 reappointment process. The TIF Board appointments are made by the Councilmembers whose district is up for reappointment. District Two is up for reappointment and Mayor Pro Tem McBurnett has made his request to reappoint Michael Grace to the TIF (Tax Increment Financing Reinvestment Zone Number One) Board effective October 20, 2020 thru August 31, 2022.

POLICY EXPLANATION:

City Council will need to formally appoint Michael Grace to the TIF (Tax Increment Financing Reinvestment Zone Number One) Board.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

Recommend approval of an appointment of Michael Grace to the TIF (Tax Increment Financing Reinvestment Zone Number One) Board.

ATTACHMENTS:

[Attachment 1 - Michael Grace](#)

ATTACHMENT 1

DUNCANVILLE

The Perfect Blend of Family, Community and Business.

Boards and Commissions
P.O. Box 380280
Duncanville, TX 75138-0280
www.duncanville.com

The Duncanville City Council is committed to building a, "vibrant and inclusive community, driven by a commitment to democratic principles and service above self." Through a diverse and inclusive voice from our Boards and Commissions, we hope to bridge the gap between citizen and City Council, forging the future of Duncanville! To begin the process, we would like for you to answer some questions below. It is our desire to partner you with a Board or Commission that you not only have a desire to serve with, but also matches your talents. Thank you again for your interest and desire to serve your community!

Name	Michael Grace			Home Address	[REDACTED] Duncanville 75132			
Telephone	[REDACTED]			Email	[REDACTED]			
Occupation	Urban Planning							
Registered Voter?	yes	Resident in District #?	2	Resident for # Years in City?	12			
Please indicate the Board or Commission you have a preference in serving on, by numbering them in order from 1 to 10								
Planning and Zoning Commission				Duncanville Community Economic Development Corporation Board				☒
Zoning Board of Adjustments				Keep Duncanville Beautiful Board				
Sign and Control Board				Park & Recreation Advisory Board				
Tri-City Animal Shelter Board				Duncanville Senior Advocacy Commission				
Civil Service Commission				Multicultural Social Engagement Partnership				
Duncanville Neighborhood Vitality Commission				Library Advisory Board				
Tax Increment Finance Reinvestment Zone Board				Sister City Commission				
Why are you interested in applying for this specific Board or Commission?								
To continue my service.								
What do you hope to accomplish by serving on this Board or Commission?								
To continue work towards the vision established by the city & build upon it.								
What experience do you possess that will be helpful to the mission of this Board or Commission?								
20+ years in development & urban planning								
How will you engage other citizens to provide to you, perspective on recommendations?								
Service on the boards & attendance at related meetings								
What concerns, if any, do you have about issues facing Duncanville?								
Attracting quality restaurants & retail								
Are you, or a member of your family, involved in any business transaction with the City of Duncanville? If yes, please explain below.								
No								
Have you ever been convicted of a felony? If yes, please explain below.								
No								

Signature Michael Grace Date 6-6-19
Please return to kdowns@duncanville.com or 203 E. Wheatland Road, Duncanville, TX 75116
Boards & Commissions Appointment Process – 2019



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$45,000 to the Great American Shoot-Out to directly enhance and promote tourism and the hotel industry.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**
 - **Goal: N/A**
 - **WorkPlan Item N/A**

STAFF RESPONSIBLE:

Jessica James, Economic Development Director

BACKGROUND/HISTORY:

The City's Hotel Occupancy Tax (HOT) 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 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.

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 or visitor information center.
- 2-) Paying the administrative costs for facilitating convention registration.
- 3-) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.**
- 4-) Expenditures that promote the arts.

Under § 351.103(c), a city with a population of under 125,000 may expend up to 15% of the hotel occupancy tax revenue collected for art-related programs that also promote tourism and local hotel and convention activity. Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms. However, it is not enough that a 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, the THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements:

- a. 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.”
- b. The hotel occupancy tax funded programs and events are advertised and open to the general public.
- c. The recipient directly enhances and promotes tourism and the convention and hotel industry.

- 5-) Funding historical restoration or preservation programs.
- 6-) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.
- 7-) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.
- 8-) Funding transportation systems for tourists.
- 9-) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

POLICY EXPLANATION:

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

The Great American Shoot-Out's funding history and current request is listed below.

<u>FY 17-18 Awarded</u>	<u>FY 18-19 Awarded</u>	<u>FY 19-20 Awarded</u>
\$25,000	\$35,000	\$45,000

If the City Council approves this grant request, it will be retroactive to October 1, 2020.

FUNDING SOURCE:

The Hotel Motel Tax Fund will be used to fund this grant

Contract Log #:

1446

RECOMMENDATION:

Staff recommends the City Council consider the request as set forth in the Resolution of the City of Duncanville, Texas, approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$45,000 to the Great American Shoot-Out to directly enhance and promote tourism and the hotel industry; and, authorizing the Interim City Manager to execute a grant agreement approved as to form by the City Attorney

ATTACHMENTS:

[Attachement 1- Grant Application](#)

[Attachment 2 - Resolution No. - 2020-079 - HOT Funds Grants for FY20-21 Budget for Great American Shoot-Out](#)

Attachment 1

August 2020



Hotel Occupancy Funding Application
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Date: 8/26/2020**Organization Information**Name of Organization: Great American Shoot-OutAddress: 12405 Water Oak DriveCity, State, Zip: Fort Worth, TX 76244Contact Name: Sam Lowe Contact Phone Number: 214-207-4473Web Site Address for Event or Sponsoring Entity: www.greatamericanshootout.comNon-Profit or For-Profit Status: For-Profit Tax ID #: 82-3106758Entity's Creation Date: 2014Purpose of your organization: Basketball tournaments for 6th grade to 12th grade students to play against other top teams in a competitive environment in front of college coaches**Event Information**Name of Event or Project: Great American Shoot-OutDate of Event or Project: April 9-11, 2021 April 23-25, 2021 July 8-11, 2020Primary Location of Event or Project: Duncanville High School, Duncanville High School, Kennemer Middle SchoolAmount Requested: \$ 45,000How will the funds be used? Rental of local Duncanville facilities

August 2020

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 across the country to participate in this basketball competition in front college coaches

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 Event

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

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

- ☐ **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: \$ 45,000

How many individuals are expected to participate in the sporting related event? 30,000+
players, fans, parents and college coaches will be attending the events _____

August 2020

How many of the participants at the sporting related event are expected to be from another city or county? 14,000

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 states across the country and even internationally.

Teams from California to Florida attend annually as well as teams from Bahamas, Mexico and Australia.

These teams like to stay as close as possible to the main playing sites and gyms so they fill up the

Duncanville hotels in order to be close to the 15 gyms locally.

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

Funds awarded are used to secure facilities in Duncanville (Duncanville Fieldhouse and Duncanville ISD schools). The costs for Duncanville Fieldhouse alone are contracted at \$42,428 with Duncanville ISD costs typically running over \$30,000.

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

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

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

- ☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$** _____ **What tourist attractions will be the subject of the signs?**

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

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 32 years
2. Expected Attendance: 32,000
3. How many people attending the Event or Project will use Duncanville hotels? 14,000
Number of rooms rented for your event: 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? Duncanville hotels are made aware of the dates and team expectations each year. The Duncanville hotels are listed on our website for our teams to book as preferred hotels. The Best Western, Hilton Garden Inn and LaQuinta traditionally confirm being at capacity during the GASO weekends. The Holiday Inn Express does not release its numbers but is listed as "sold out" on its website annually. The Hampton Inn will also be used for future events.
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
April/July 2018	\$35,000	Hotels Report Capacity
April/July 2019	\$35,000	Hotels Report Capacity
March/August 2020	\$45,000 awarded not paid at this time	We are working on 2020 event review form. With COVID our event dates changed and we just finalized our summer events in Duncanville this past weekend.

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

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? We communicate with the hotel operators each year and they have express being at capacity or near capacity for all GASO event weekends.
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 event does charge an admission and does record a net profit. The proceeds from the admission are used to cover other event expenses such as referees, trainers, clock and book workers and gym directors. The anticipated profit is to pay the company employees their salaries.
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: \$ _____
- Number of Press Releases/Media Alerts sent to the Media: Press releases and social media outlets are used daily to promote the event
- Number of Direct Mailings to out-of-town recipients: Emails, texts, social media outlets are used daily to promote the event
- Other Promotions: Outlets: Emails, Twitter, Facebook, 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 which they feel most comfortable to attract teams. We do not sign rooming blocks or take any commission for their room nights
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. Each team receives an auto-email upon entry with a link to the website that lists the Duncanville hotels

13. What geographic areas does your advertising and promotion reach? Nationally and beyond as
we promote to teams who have attended in past years from Texas, the USA and internationally.
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: at Duncanville Fieldhouse and ISD with an
estimated 32,000 in attendance over the 3 events.
- Percentage of those in attendance that are staying at area hotels/lodging facilities: 40-45 %

Please Submit To: Jessica James, Director of Economic Development

Mail To:
P.O. Box 38028
Duncanville, TX 75138-0280

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

For questions, please call 972.780.4997.



August 2020

– Page 10

Attached are the contracts for 2021 that show the rental rates and charges for the Duncanville Fieldhouse Facility

April 9-11, 2021 --	\$9,000	rental charge
April 23-25, 2021 --	\$12,440	rental charge
July 8-11, 2021 --	\$20,988	rental charge
Sept 10-11, 2021 --	\$8,100	rental charge

Total Duncanville Fieldhouse rental -- \$50,528

Due to COVID we were not able to use Duncanville ISD facilities in 2020. In prior years, our rental of Duncanville ISD facilities has run between \$30,000 and \$40,000 annually.

Talking a median of that our estimated rental fees in Duncanville in 2021 project to approximately \$85,528.

■ 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 32 years. The DFW metroplex is a hot spot for these events as GASO runs 5 events in the area each year. Four of the events will be hosted with Duncanville Fieldhouse as the main venue. GASO is now in year 11 using Duncanville as its main host city for its biggest events annually. The four events in Duncanville will consist of close to 1,000 teams in attendance.

The marketing plan is a mix of direct emails to past attendees, twitter promotions to our over 24,000 followers and the use of other social media platforms. Our website lists Duncanville and the city of Duncanville's hotels as the main hosts for the event as we seek to drive players, team coaches, college coaches and fans to visit the city and use the hotels as their housing source.

■ Schedule of Activities or Events Relating to the Funded Project

The two events in April are Friday to Sunday tournaments. Games are played:

Friday: 6:00 PM to 10:00 PM
 Saturday: 8:30 AM to 10:00 PM
 Sunday: 8:30 AM to 4:00 PM

The July tournament is a 4 day events from Thursday to Sunday. Games are played:

Thursday: 1:30 PM to 10:00 PM
 Friday: 8:30 AM to 10:00 PM
 Saturday: 8:30 AM to 10:00 PM
 Sunday: 8:30 AM to 4:00 PM

■ Past Marketing Materials used to promote the event

All marketing has been done in past years through direct emails via Constant Contact and in various social media platforms as listed in the first item.

The CITY OF DUNCANVILLE is listed as the HOST site and the hotels in Duncanville are listed the first hotels on our website for teams looking for housing.

Hilton Garden Inn

Duncanville

\$112/Night

- **Rate:** \$109
- **Beds:** Queen/Queen or King rooms with sofa
- **Cut off Date:** April 4th
- **Hotel Phone:** 972.283.9777
- **Special Instructions:** Call hotel for reservation and mention GASO Block or use Book Online link

Best Western Plus

Duncanville

-
- **Rate:** Call for Pricing
 - **Beds:** Queen / Queen
 - **Cut off Date:** Until full
 - **Cancellation Date:** Per individual reservation
 - **Hotel Phone:** 972.283.3000
 - **Special Instructions:** Call hotel for reservation

Holiday Inn Express

Duncanville

-
- **Rate:** Call for Pricing
 - **Beds:** Queen / Queen
 - **Cut off Date:** Until full
 - **Cancellation Date:** Per individual reservation
 - **Hotel Phone:** 972.298.8000
 - **Special Instructions:** Call hotel for reservation

LaQuinta Inn

Duncanville

\$99/Night

-
- **Rate:** \$99
 - **Beds:** Queen / Queen or King rooms
 - **Hotel Phone:** 972.298.4600
 - **Special Instructions:** Call hotel for reservation and mention GASO Block

Hampton Inn and Suites

Duncanville

Call for Pricing

- **Rate:** Call for Pricing
- **Beds:** Queen / Queen or King Room
- **Hotel Phone:** 469-868-6481
- **Special Instructions:** Call hotel for reservation and mention GASO Block

RESOLUTION NO. 2020-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY20-21 BUDGET IN THE AMOUNT OF \$45,000 TO THE GREAT AMERICAN SHOOT-OUT TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in the amount not to exceed \$45,000 for the purpose of funding promotional expenses directly relating to a sporting event including the cost of gym rentals in Duncanville.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the Interim City Manager to execute the necessary documents to conform to this resolution as appropriate.

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$6,750 to the Duncanville Noon Lions Club 70th Annual Sandra Meadows Classic.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**
 - **Goal: N/A**
 - **WorkPlan Item N/A**

STAFF RESPONSIBLE:

Jessica James, Economic Development Director

BACKGROUND/HISTORY:

The City's Hotel Occupancy Tax (HOT) 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 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.

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 or visitor information center.
- 2-) Paying the administrative costs for facilitating convention registration.
- 3-) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.**
- 4-) Expenditures that promote the arts.

Under § 351.103(c), a city with a population of under 125,000 may expend up to 15% of the hotel occupancy tax revenue collected for art-related programs that also promote tourism and local hotel and convention activity. Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms. However, it is not enough that a 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, the THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements:

- a. 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.”
- b. The hotel occupancy tax funded programs and events are advertised and open to the general public.
- c. The recipient directly enhances and promotes tourism and the convention and hotel industry.

- 5-) Funding historical restoration or preservation programs.
- 6-) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.
- 7-) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.
- 8-) Funding transportation systems for tourists.
- 9-) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the 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.

Sandra Meadows Classic's previous grants are listed below.

<u>FY16-17 Awarded</u>	<u>FY17-18 Awarded</u>	<u>FY18-19 Awarded</u>	<u>FY19-20 Awarded</u>
\$38,000	\$40,000	\$40,000	\$42,000

The event is cancelled for FY20-21, so there has been a reduction in funds requested for this fiscal year compared to \$42,000 for the previous year. The \$6,750 requested this fiscal year is to pay for the event's website and for management fees. If City Council approves this grant request, it will be retroactive to October 1, 2020.

FUNDING SOURCE:

The Hotel Motel Tax Fund will be used to fund these grants.

Contract Log #:

1449

RECOMMENDATION:

Staff recommends the City Council consider the request as set forth the Resolution of the City of Duncanville, Texas, approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$6,750 to the Duncanville Noon Lions Club 70th Annual Sandra Meadows Classic; and, authorizing the Interim City Manager to execute a grant agreement approved as to form by the City Attorney.

ATTACHMENTS:

[Attachment 1 - Grant Application](#)

[Attachment 2 - Resolution No. - 2020-080 - Duncanville Noon Lions Club 70th Annual Sandra Meadows Classic](#)

Attachment 1

5



Hotel Occupancy Funding Application
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Date: 8-27-19**Organization Information**Name of Organization: Duncanville Lions ClubAddress: Po Box 383025City, State, Zip: Duncanville, Tx 75138Contact Name: Steve Martin Contact Phone Number: 972-977-0060Web Site Address for Event or Sponsoring Entity: www.sandrameadowclassic.comNon-Profit or For-Profit Status: Non-Profit Tax ID #: 23-7227463Entity's Creation Date: 1950

Purpose of your organization: To Serve and promote our community.
We host and volunteer for the Sandra Meadows Classic Basketball
Tournament. We bring 32 Girls HS teams, plus college coaches and
Families to fill the hotels during the Christmas Holidays.

Event InformationName of Event or Project: 70th Annual Sandra Meadows ClassicDate of Event or Project: Cancelled due to Covid-19Primary Location of Event or Project: Sandra Meadows ArenaAmount Requested: \$ 6,750

How will the funds be used? This year's event has been cancelled due
to the Covid-19 Pandemic. We need the Funds this
Year to move us into the 2021 Tournament.

Primary Purpose of Funded Activity/Facility:

We normally request \$40,000+ to go towards hotel
rooms. Without any gate revenue income we will
see a shortfall and need the funds to carry to 2021 classic

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

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

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

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

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

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

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

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

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

- ☒ c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 750

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

This is for maintaining the website, graphic design and social media platforms.

- ☐ 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: \$ 6,000

How many individuals are expected to participate in the sporting related event? _____

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

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

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

The funds will be used for the management ~~of~~
 fees to operate the Sandra Meadows Classic.
 This is substantially smaller than previous years.

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

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

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

What tourist attractions will be the subject of the signs?

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

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _____
2. Expected Attendance: _____
3. How many people attending the Event or Project will use Duncanville hotels? _____
Number of rooms rented for your event: _____
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? _____

Cancelled this year

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>Dec 2019</u>	<u>\$ 42,000</u>	<u>400 +</u>
<u>Dec 2018</u>	<u>\$ 40,000</u>	<u>350 +</u>
<u>Dec 2017</u>	<u>\$ 38,000</u>	<u>320 +</u>
_____	_____	_____
_____	_____	_____

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

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? _____

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

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?

Cancelled this year due to Covid-19

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: \$ _____

Number of Press Releases/Media Alerts sent to the Media: _____

Number of Direct Mailings to out-of-town recipients: _____

Other Promotions: Website and Social Media

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 - As in years past

11. Will you negotiate a special rate or hotel/event package to attract overnight stays? _____

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

13. What geographic areas does your advertising and promotion reach? Locally,
Nationally and Internationally
14. How many individuals will your proposed marketing reach that are in another city or county?

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

Expected Attendance Monthly/Annually: _____

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

Please Submit To: Jessica James, Director of Economic Development

Mail To:
P.O. Box 38028
Duncanville, TX 75138-0280

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

For questions, please call 972.780.4997.



INVOICE

KB Media Solutions, LLC
2030 S Forum Dr, #322
Grand Prairie, TX 75052

ak@kbmediasolutions.com
+1 9729899995
kbmediasolutions.com



Sandra Meadows Classic

Bill to

Sandra Meadows Classic
300 E Wheatland Rd, Duncanville,
Tx 75116

Invoice details

Invoice date : 07/28/2020
Terms : Due on receipt

Product or service	Rate	Amount
Web Maintenance/Graphic Design		\$750.00
Website maint, updates, graphic design services, media releases		

Total	\$750.00
--------------	-----------------

Ways to pay



Thanks for your business.

Sandra Meadows Classic

Varsity Girls Basketball Tournament



**Duncanville
Lions Club**
P.O. Box 383025
Duncanville,
Texas
75138
972.977.0060

**City of
Duncanville**
P.O. Box 380280
Duncanville,
Texas 75138
972.780.5043

**Duncanville
Independent
School District**
710 S. Cedar
Ridge
Duncanville,
Texas 75137
972.708.2000

**Athletic
Department
Duncanville
Independent
School District**
900 W. Camp
Wisdom
Duncanville,
Texas 75116
972.708.2150

**Tournament
Director**
Steve Martin
PO Box 383025
Duncanville,
Texas 75138
Cell Phone
972-977-0060

August 27, 2020

Jessica James
Economic Development Director
City of Duncanville

To Whom It May Concern:

It has been my Honor to serve as the Tournament Director for the Sandra Meadows Classic for the last 15 years. 2020 has been a challenging year for the country with the Covid-19 Pandemic. The 70th Annual Sandra Meadows Classic had to be cancelled. It had never been cancelled in 69 years but this year was a challenge.

We normally request approximately \$40,000 plus to go towards the hotel costs for the event. This year without any gate revenue we will have a shortfall and are asking for assistance to continue the legacy of the Classic. We have a management fee of \$500 per month for the operation of the Sandra Meadows Classic. We don't need money for the hotels but we need assistance to continue the ongoing expenses to operate the tournament. We also have to maintain our website and social media to operate as well.

This year we are requesting a total of \$6,750 in Hotel Occupancy Funds to stay the course for this year and be ready for the 2021 Tournament.

Thank you for your consideration and we are looking forward to hosting the 71st Annual Sandra Meadows Classic in December 2021.

Yours Truly,

Sandra Meadows Classic
Tournament Director

(Attachments)

RESOLUTION NO. 2020-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY20-21 BUDGET IN THE AMOUNT OF \$6,750 TO THE DUNCANVILLE NOON LIONS CLUB 70th ANNUAL SANDRA MEADOWS CLASSIC; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Duncanville Noon Lions Club has applied for a grant to be utilized to directly enhance and promote tourism and the hotel industry; 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 the amount not to exceed \$6,750 for the purpose of funding promotional expenses directly related to a sporting event for the cost of the event's website and for event management fees.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the Interim City Manager to execute the necessary documents to conform to this resolution as appropriate.

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget in the amount of \$26,000 to the Duncanville Community Theatre to directly enhance and promote tourism and the hotel industry.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**
 - **Goal: N/A**
 - **WorkPlan Item N/A**

STAFF RESPONSIBLE:

Jessica James, Economic Development Director

BACKGROUND/HISTORY:

The City's Hotel Occupancy Tax (HOT) revenues are **generated** from a seven percent tax paid by guests who rent a hotel room in 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 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.

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 or visitor information center.

2-) Paying the administrative costs for facilitating convention registration.

3-) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.

4-) Expenditures that promote the arts.

Under § 351.103(c), a city with a population of under 125,000 may expend up to 15% of the hotel occupancy tax revenue collected for art-related programs that also promote tourism and local hotel and convention activity. Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms. However, it is not enough that a 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, the THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements:

- a. 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.”
- b. The hotel occupancy tax funded programs and events are advertised and open to the general public.
- c. The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

- Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization’s hotel occupancy tax funded events.
- The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.

- The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.

5-) Funding historical restoration or preservation programs.

6-) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.

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

8-) Funding transportation systems for tourists.

9-) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the 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 Duncanville Community Theatre's funding history is listed below.

<u>FY 17-18 Awarded</u>	<u>FY 18-19 Awarded</u>	<u>FY 19-20 Awarded</u>
\$30,000	\$30,000	\$30,000

If the City Council approves this grant request, it will be retroactive to October 1, 2020.

FUNDING SOURCE:

The Hotel Motel Tax Fund will be used to fund these grants.

Contract Log #:

1447

RECOMMENDATION:

Staff recommends the City Council consider the request as set forth in the Resolution of the City of Duncanville, Texas, approving an offer of a Hotel Occupancy Tax Grant for the FY20-21 Budget to the Duncanville Community Theatre to directly enhance and promote tourism and the hotel industry; and, authorizing the Interim City Manager to execute a grant agreement approved as to form by the City Attorney.

ATTACHMENTS:

[Attachment 1 - DCT Hot Funds Grant Application](#)

[Attachment 2 - Resolution No. - 2020-082 - HOT Funds Grants for FY20-21 Budget for the Duncanville Community Theatre](#)

Attachment 1

RECEIVED
9/1/20

August 28, 2020

Jessica James
Economic Development Director
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Dear Ms. James,

Enclosed please find Duncanville Community Theatre's Hotel Occupancy Tax grant application with supporting documentation. The information provided includes our Application, Advertising and Marketing Plan, Schedule of Activities with previous marketing materials, as well as miscellaneous pertinent documentation which supports DCT's impact on hotel occupancy and tourism in Duncanville. As you know, DCT, just like every other business right now, is still learning how to navigate the circumstances and community lifestyle parameters concerning the Covid-19 pandemic. DCT's promotional materials have always contained the phrase, "All information is tentative and subject to change." While we have very rarely had to make changes to season plans in previous years, this year is unlike any we have ever experienced before. However, I can assure you that DCT intends to make every effort to meet the scheduling submitted and continue providing great theatre in Duncanville, for the coming year and also for many years to come.

I appreciate the opportunity to submit this application to you. Should you have questions or need any additional information, please do not hesitate to contact me. I can be reached via my cell phone at 214-683-3756.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Amy Jackson', with a long horizontal line extending to the right.

Amy Jackson
DCT Executive Director

106 S. Main Street
Duncanville, TX 75116

972-780-5707
www.dctheatre.org



HOTEL OCCUPANCY TAX Grant Application

August 31, 2020

Prepared by: Amy Jackson, DCT Executive Director

Daytime Contact Number: 972-223-8899

Cell Number: 214-683-3756



HOTEL OCCUPANCY TAX Grant Application

Submitted to:

Jessica James
Director of Economic Development
City of Duncanville
8/31/2020

Table of Contents

- I. HOT Grant Application
- II. Advertising & Marketing Plan
 - A. 10.1.20-9.30.21 Plan Detail
 - B. 2019/2020 Finances & 2020/2021 Proposed Budget
 - C. Tentative Season 2020/2021 Schedule
- III. Previous Marketing Materials Used to Promote DCT Attendance & Hotel Stays
 - A. Season Brochures
 - B. Constant Contact email sample
 - C. Web page clip (www.dctheatre.org)
 - D. I-35E Billboard Photo
 - E. Hotel & Theatre Tickets Auction Items Information
 - F. Duncanville Community Profile Ad
 - G. Duncanville Community Map Ad
- IV. Miscellaneous Attachments
 - A. DCT Mission Statement
 - C. DCT Facebook Page Statistics & Sample Posts
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Hotel Occupancy Funding Application

Date: August 31, 2020

Organization Information

Name of Organization: Duncanville Community Theatre

Address: 106 S. Main Street

City, State, Zip: Duncanville, TX 75116

Contact Name: Amy Jackson Contact Phone Number: DCT: 972-780-5707
Cell: 214-683-3756

Web Site Address for Event or Sponsoring Entity: www.dctheatre.org

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 75-2257980

Entity's Creation Date: June 1988

Purpose of your organization: DCT is committed to providing quality live theatrical performances with
extensive audience appeal featuring amateur performers and technicians directed by experienced and
seasoned theatre professionals

Event Information

Name of Event or Project: 2020-21 Season (Partial) through beginning of 2021-22 Season

Date of Event or Project: On-going Performances & Operations 10.1.20-9.30.21

Primary Location of Event or Project: 106 S. Main Street, Duncanville

Amount Requested: \$ 26,000.00

How will the funds be used? Advertising brochures, magazine ads, Chamber Visitor Center ads, facebook
posts and boosts, email marketing, freeway signage & other advertising as needed. 2. Production Expenses
including scenery, props, lighting, scripts, costumes, sound, royalties, director honorariums, etc. 3.
Facility costs including utilities, routine maintenance, building repairs as needed and custodial expenses.

Primary Purpose of Funded Activity/Facility:

Offer live theatrical performances which will attract a variety of visitors to Duncanville, many of whom will travel to DCT from areas outside of Duncanville city limits. These visitors will typically also purchase meals, gasoline, and some hotel rooms while visiting DCT. At the same time, we will also provide quality entertainment to local patrons.

Percentage of Hotel Tax Support of Related Costs

71% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

52% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

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

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

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

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

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

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

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

- ☒ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 5,000

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

Full-color brochures used for mail-outs, hotel lobby displays, and Duncanville Visitors Center display; freeway signage, magazine ads, facebook boosts, etc.

- ☒ **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: \$ \$21,000

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

1. Production expenses, including scenery, props, lighting, scripts, costumes, sound, royalties,
video projection, director honorariums, etc.
2. Facility costs, including utilities, routine maintenance, building repairs as needed, insurance,
and custodial expenses.

- ☐ **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: \$ _____

How many individuals are expected to participate in the sporting related event? _____

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

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

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

- ☐ g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

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

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

What tourist attractions will be the subject of the signs?

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

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 32
2. Expected Attendance: 2300 from 10.1.20-9.30-21
3. How many people attending the Event or Project will use Duncanville hotels? 20 (10 rooms)
 Number of rooms rented for your event: N/A
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? Hotel rooms used for DCT events are booked directly by individual patrons
and not via a block; however we do offer a 50% ticket discount to Duncanville hotel guests
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>2017/18</u>	<u>30,000.00</u>	<u>8</u>
<u>2018/19</u>	<u>30,000.00</u>	<u>13</u>
<u>2019/20</u>	<u>30,000.00</u>	<u>2</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.

Please see Post Event Reports with support documentation for three prior Seasons. Please note that the low room count for 2019/2020 is due to necessary government mandated performance cancellations and group size restrictions starting in March of 2020 forward.

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? informal box office conversations with audience patrons; direct information/receipts from cast & crew members; follow-up discussions with hotels; auction item sales information from Chamber, Lions Club, DISD Foundation, etc.

7. Please list other organization, government entities, and grants that have offered financial support to your project: Duncanville Rotary Club: \$500; Duncanville Women's Club: \$400 along with 35-40 attendees to each production; Chamber of Commerce offers complementary LED sign advertising in exchange for use of theatre resources

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?
Tickets are sold to all performances; Thursday tickets are \$13 and Friday & Saturday tickets are \$15. All ticket pricing is subject to change per DCT Board direction. All Proceeds are deposited into DCT general operating funds for operations use as needed

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

Newspaper/Magazine: \$ 1,800.00
Radio: \$ _____
TV: \$ _____
Other Paid Advertising: \$ 3,800.00

Constant Contact Email:	\$350.00
Website domain:	180.00
Chamber Advertising:	500.00
Facebook Blasts:	70.00
Printing:	1,000.00
Postage:	600.00
Billboard:	1,200.00

Number of Press Releases/Media Alerts sent to the Media: 8

Number of Direct Mailings to out-of-town recipients: 7 mailings; 300+ per mailing

Other Promotions: Provide complementary ticket gift certificates to numerous civic organizations throughout the DFW Metroplex, many outside of the "Best Southwest" area

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes, when applicable

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

1. Encourage additional TripAdvisor and Facebook posts
 2. Work to improve partnering with hotels to create Theatre/Hotel night specials
 3. Make additional on-line posts encouraging out-of-town patrons to book Duncanville hotel stays
13. What geographic areas does your advertising and promotion reach? Primarily central Texas;
however, also all across the nation and internationally via Facebook and website traffic
14. How many individuals will your proposed marketing reach that are in another city or county?
400+
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):
Expected Attendance Monthly/Annually: 2300 Estimated Annually
Percentage of those in attendance that are staying at area hotels/lodging facilities: 2-5%

Please Submit To: Jessica James, Director of Economic Development

Mail To:
P.O. Box 38028
Duncanville, TX 75138-0280

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

For questions, please call 972.780.4997.





**HOT FUNDS 10.1.20-9.30.21
ADVERTISING & MARKETING PLAN**

I. PRINT & SIGNAGE

- A. USPS mailing list of approximately 250+ with 100 outside Duncanville
 - 1. One main mailing in Fall 2020 with planned season events and performances as well as and patron membership information
 - 2. Minimum of one postcard mailing per production
- B. Now Magazines
 - 1. Large general promotional add in Fall 2020
 - 2. Small ad for each production (6 total) in Southwest Now
 - 3. Small ad for some productions as appropriate in Midlothian Now
 - 3. Productions listed in Calendar of Activities
- C. Focus Daily News
 - 1. Story with photo for each production
 - 2. Share story on DCT Facebook page with link to article
- C. 12' x 24' Billboard on I-35E south-bound service road
- D. Duncanville Chamber of Commerce LED Sign
- E. Press releases with performance information sent to various entities

II. INTERNET/ON-LINE MARKETING

- A. *Constant Contact* email program with 700+ subscribers
 - 1. One main email in June with entire season information
 - 2. Minimum of two emails per production & special events
 - 3. Various other emails throughout season as appropriate
- B. DCT website: www.dctheatre.org
 - 1. List of activities
 - 2. "Directions" link with map
 - 3. "Plan a Visit to DCT" page with links to all Duncanville hotels and listing of Duncanville restaurants
 - 4. Provide links to City of Duncanville, Duncanville ISD, and Duncanville Chamber of Commerce
- C. Facebook
 - 1. Maintain active Facebook page with numerous posts per show
 - 2. "Like" various Duncanville activities, generating interest in local activities
 - 3. Minimum of twelve paid "Blasts" per year to promote DCT and Duncanville

- D. Submit Information/Listings to Various News and Tourism Sites
 - 1. GuideLive
 - 2. VisitDallas.com
 - 3. Dallas Observer
 - 4. FocusDailyNews.com
- E. Membership in Texas Nonprofit Theatres
 - 1. Listing on TNT Marquee on www.texas theatres.org website
 - 2. TNT Marquee emails for each production (opening & closing weekends)
- F. Other Website Listings
 - 1. Membership listing in American Association of Community Theatres
 - 2. Production Listings on play publisher websites
 - a. Dramatic Publishing Company
 - b. Dramatists Play Service
 - c. Samuel French Inc.
- G. Google listing maintained with reviews
- H. Trip Advisor listing and reviews

III. HOTEL/MOTEL SPECIFIC MARKETING

- A. 50% discount to guests in Duncanville hotels
- B. Advertise in Duncanville Visitor's Guide – "Community Profile and Map"
- C. Provide tickets to be paired with dinner and a hotel stay
 - 1. Chamber of Commerce Auction
 - 2. Lion's Club Fundraiser
 - 3. Duncanville Education Foundation Auction
 - 4. Duncanville Women's Club Auction
- D. Provide links to all Duncanville hotels/motels on DCT website
- E. Distribute Duncanville hotel/motel information to DCT cast and crew
- F. 12' x 24' Billboard on I-35E south-bound service road
 - 1. "Book a Stay and See a Play"
 - 2. Directions to DCT from I-35E in DeSoto

IV. MISCELLANEOUS MARKETING ACTIVITIES

- A. Chamber of Commerce involvement:
 - 1. Exhibit at *Flavor of Duncanville*
 - 2. Sponsor Chamber Luncheons and other activities
- B. Loan props, costumes, & equipment to Churches & Civic Groups

2020 Duncanville Community Theatre 2021

972-780-5707
www.dctheatre.org

8:00 p.m. Curtain
reservations recommended

Due to the Covid-19 Pandemic, DCT's regular fall programming has been suspended to ensure good health and safety for all of our patrons and volunteers. Please visit our website and follow DCT on Facebook for updated postings about potential fall events. We appreciate your support!



The Butler Did It

February 4-6 & 11-13

**Written by Tim Kelly
Directed by Cynthia Beene**

With a decidedly American flair this comedy parodies nearly every English mystery play written. Hidden passageways, a killer on the loose, a body in the cellar and an assortment of amateur sleuths combine and collide as the plot thickens and the truth is revealed.

6 Rms Riv Vu

March 18-20 & 25-27

**Written by Bob Randall
Directed by Heather Winkelman**

A vacant apartment for rent, two prospective buyers and a faulty front door lock combine for a little chaos, fun, along with a touch of romance. This crowd-pleaser from DCT's 1993-1994 Season provides plenty of laughs and entertainment!

Key for Two

May 7-9 & 14-16

**Written by Dave Freeman & John Chapman
Directed by Elisa Guse**

In this wickedly funny play, Harriet is canny enough to be a kept woman by two men, thus solving all of her financial woes. But when her perfect and precise schedule is unexpectedly interrupted, quick-witted and complex improvisation is required to save the day!

(All information is tentative and subject to change)



Great theatre for the "Best Southwest" since 1988!

Constant Contact : Emails : Details

https://ui.constantcontact.com/mavmap/emcf/email/view?flow=v...

COVID-19 Campaigns Contacts Reporting Sign-up Forms ... Contact Us Help Amy v

My Campaigns > Artifice Opens ...

More Actions v

Resend Options

STATUS SENT

Email Stats

Printable Report

243
Opened
(30.6%)

64%
36%

824
Sent

6
Clicks
(2.5%)

0 Forwards
31 Bounces
0 Spam Reports
1 Unsubscribes
550 Did Not Open



Email Settings

Subject: ARTIFICE at DCT Sept 5-7 & 12-14

Preheader Text:

From Name: Duncanville Community Theatre

From Email Address: boxoffice@dctheatre.org

Reply-to Email Address: boxoffice@dctheatre.org

Send To Lists: General Interest

SOCIAL SHARING

Share this campaign on social media

Share your email newsletter with your fans and followers across all your social networks.

Schedule Posts

Email Run History

Sending Type	Sent	Run Date	Status
Original Send	824	8/30/2019 4:24 PM CDT	Successfully Sent

Click-through Stats

Have Feedback?

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Website: "Plan A Visit to DCT"

The screenshot displays the website for the Duncanville Community Theatre (DCT). At the top, there is a navigation bar with links for HOME, SPECIAL EVENTS, THEATRE WORKSHOPS, AUDITIONS, SEASON ARCHIVES, THEATRE INFORMATION, and THEATRE LINKS. A sidebar menu on the left lists: Current Season, Directions, Tickets, Membership, Plan a Visit to DCT, and Contact Us. The main content area features a large banner image of the theatre's exterior at night with the address 106 S. MAIN ST. AT MAIN STATION, Duncanville, TX 75116. Below the banner, a section titled "2018-2019" contains a collage of photos from various productions. To the left of the photos, a list of hotels is provided, each with a link and the address:

- [Alla's Historical Bed & Breakfast](#)
415 Hustead St., Duncanville, TX 75116
- [Best Western Plus Duncanville Dallas](#)
922 E. Highway 67, Duncanville, TX 75137
- [Hampton Inn & Suites Duncanville-Dallas](#)
202 E. I-20, Duncanville, TX 75116
- [Hilton Garden Inn - Duncanville](#)
800 North Main St., Duncanville, TX 75116
- [Holiday Inn Express Hotel & Suites - Duncanville](#)
1035 Highway 67 East, Duncanville, TX 75137
- [LaQuinta Inn & Suites](#)
835 E. Hwy. 67, Duncanville, TX 75137
- [Motel 6 - Duncanville](#)
202 Jellison Blvd., Duncanville, TX 75116

A promotional text above the hotel list states: "Stay in a Duncanville Hotel and receive a 50% DCT ticket discount on the date of your stay!".


Graceful Arms
 SENIOR LIVING
 Providing 24 Hour Care
(469) 297-0430
 1415 Big Stone Gap Road,
 Duncanville, TX 75137
 Email: info@gracefularmssl.com
 Website: www.gracefularmssl.com

Dawn McCallum
 RESIDENTIAL REALTOR®
 CENTURY 21 Judge Fite

 real estate is great!
Cell: 214-450-6635
 Email: dawnmccallum@judgefite.com

Offering Great Theatre
 Since 1988!

 www.dctheatre.org
 972-780-5707
 106 S. Main St., Duncanville


JOIN TODAY!
 See the membership
 counter for a **special offer.**
 250 W. Hwy. 67
 Duncanville, TX 75137
 (469) 221-8113

*Spirit Led, Spirit Filled
 All are Welcome!*

Holy
 Catholic Church

ATTRACTIONS

Duncanville Chamber of Commerce C4	Education Plaza C3
City Hall B4	Fairmeadows Elementary School A4
Community Center B4	Hardin Intermediate School B4
Duncanville Community Theatre B3	Hastings Elementary School B3
Duncanville Fieldhouse D3	Hyman Elementary School B1
Duncanville Public Library B4	Kennemer Middle School B1
Fire Administration D4	Mary E. Smithey PACE High School B4
Fire Station #1 D4	Merrifield Elementary School C4
Fire Station #2 D4	Panther Stadium B2
Methodist Charlton Medical Center C5	Reed Middle School B4
Municipal Courthouse B4	Smith Elementary School C2
Museum of International Cultures D4	Summit Center C3
Nutrition Services A2	Technology Center C3
Old Panther Field B4	
Operations Compound B4	
Police Station B4	
Post Office C2	
Select Specialty Hospital South Dallas C5	
Senior Center B4	
Southwest Center Mall B5	

RECREATION

Alexander Park C4
Armstrong Historical Park B4
Chris Paris Park A4
Creeks at Windmill Hill E3
H. Louis Nichols Park D5
Lakeside Park B3
Lions Park C3
Little Shenandoah Park D4
Marcus H. Harrington Park D4
North Quail Run Park B2
Oriole Park B4
Penn Springs Park D3
Pyburn Park C5
Red Bird Park A3
Rotary Park B2
The Meadows Park D2
Thorn tree Country Club D5
Waterview Park D4
Willow Run Park C5
Windmill Hill Nature Preserve E4

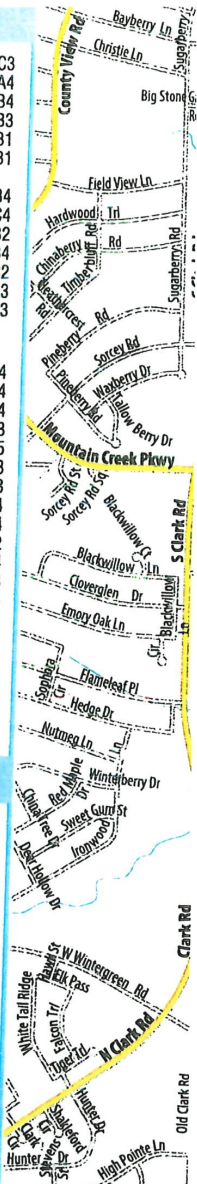
EDUCATION

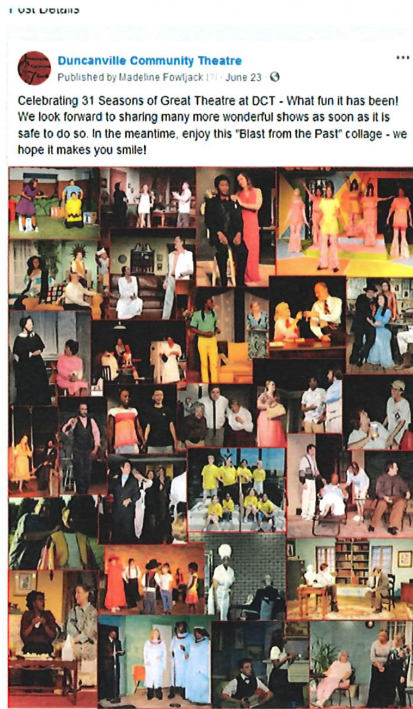
Acton Elementary School B1
Advantage Academy C3
Alexander Elementary School D3
Billhartz Elementary School A2
Brandenburg Elementary School D4
Byrd Middle School C2
Central Elementary School B4
Daniel Intermediate School C2
Duncanville High School B2

LEGEND

 Interstate Highway	 Duncanville Chamber of Commerce
 U.S. Highway	 City Hall
 State Highway Spur	 Community Center
 Main Road	 Council District
 Street / Road	 Courthouse
 Railroad	 Fire Station
 Golf Course	 Library
 Park / Recreation Area	 Medical Facility
	 Point of Interest
	 Police Station
	 Post Office
	 School
	 School Administration
	 Senior Center
	 Shopping

Scale in Miles
 0 1/8 1/4 1/2





Performance for Your Post

386 People Reached

92 Reactions, Comments & Shares

35 Like	29 On Post	6 On Shares
38 Love	26 On Post	12 On Shares
18 Comments	15 On Post	3 On Shares
1 Shares	1 On Post	0 On Shares

122 Post Clicks

83 Photo Views	0 Link Clicks	39 Other Clicks
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NEGATIVE FEEDBACK

0 Hide Post	0 Hide All Posts
0 Report as Spam	0 Unlike Page

Reported stats may be delayed from what appears on posts

Post Details

Duncanville Community Theatre
Published by Madeline Fowljack 171 · March 20 ·

While we all do our best to stay healthy and safe, why not do a little DCT reminiscing? What was your top favorite show (only one!) from 1988-1992?

✓ **Get More Likes, Comments and Shares**
When you boost this post, you'll show it to more people.

287 People Reached 80 Engagements [Boost Post](#)

• Brianna Roberts, Kim Jackson and Madeline Fowljack 7 Comments

Like Comment Share

Performance for Your Post

287 People Reached

19 Likes, Comments & Shares

3 Likes	3 On Post	0 On Shares
16 Comments	16 On Post	0 On Shares
0 Shares	0 On Post	0 On Shares

61 Post Clicks

0 Photo Views	0 Link Clicks	61 Other Clicks
---------------	---------------	-----------------

NEGATIVE FEEDBACK

0 Hide Post	0 Hide All Posts
0 Report as Spam	0 Unlike Page

Reported stats may be delayed from what appears on posts

Post Details

Duncanville Community Theatre
Published by Madeline Fowljack 171 · June 3 ·

We would like to express our sincere appreciation to the Focus Daily News for spotlighting community theatres and the varied ways we are managing during this global pandemic. Thank you for including DCT in your research!

<https://www.focusdailynews.com/community-theater-will-the-show-go-on/>



Community Theater: Will The Show Go On? - Focus Daily News

✓ **Get More Likes, Comments and Shares**
When you boost this post, you'll show it to more people.

372 People Reached 118 Engagements [Boost Post](#)

• Butch Kasachoff, Tom Bryson and 28 others 3 Comments 4 Shares

Like Comment Share

Performance for Your Post

372 People Reached

53 Reactions, Comments & Shares

33 Like	24 On Post	9 On Shares
10 Love	6 On Post	4 On Shares
6 Comments	3 On Post	3 On Shares
4 Shares	4 On Post	0 On Shares

65 Post Clicks

0 Photo Views	30 Link Clicks	35 Other Clicks
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NEGATIVE FEEDBACK

0 Hide Post	2 Hide All Posts
0 Report as Spam	0 Unlike Page

Reported stats may be delayed from what appears on posts

RESOLUTION NO. 2020-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY20-21 BUDGET IN THE AMOUNT OF \$26,000 TO THE DUNCANVILLE COMMUNITY THEATRE TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AND, PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in the amount not to exceed \$26,000 to the Duncanville Community Theatre for the purposes as follows: \$5,000 - Advertising, \$21,000 - Promotion of the Arts (Production & Facility Costs).

SECTION 2. The City Council of the City of Duncanville hereby authorizes the Interim City Manager to execute the necessary documents to conform to this resolution as appropriate.

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Consider a Resolution approving a twelve-month agreement between the City of Duncanville and the Duncanville Chamber of Commerce awarding a Hotel Occupancy Tax grant to the Duncanville Chamber of Commerce located at 300 E. Wheatland Road in the amount of \$17,760 for FY20-21, to serve as the official Duncanville Visitor Center.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**
 - **Goal: N/A**
 - **WorkPlan Item N/A**

STAFF RESPONSIBLE:

Jessica James, Economic Development Director

BACKGROUND/HISTORY:

The City's Hotel Occupancy Tax (HOT) 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 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.

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 or visitor information center.

2-) Paying the administrative costs for facilitating convention registration.

3-) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.

4-) Expenditures that promote the arts.

Under § 351.103(c), a city with a population of under 125,000 may expend up to 15% of the hotel occupancy tax revenue collected for art-related programs that also promote tourism and local hotel and convention activity. Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms. However, it is not enough that a 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, the THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements:

a. 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.”

b. The hotel occupancy tax funded programs and events are advertised and open to the general public.

c. The recipient directly enhances and promotes tourism and the convention and hotel industry.

5-) Funding historical restoration or preservation programs.

6-) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.

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

8-) Funding transportation systems for tourists.

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

The Duncanville Chamber of Commerce has requested grant funding to assist them with their operations as the City of Duncanville's official Visitor Center. The Duncanville Chamber of Commerce has served in this capacity for four years. In 2016, the Duncanville Chamber of Commerce added a kiosk to their building's entryway in order to provide tourism information to visitors 24 hours-a-day.

The Chamber reported the following information to the City:

In FY 16-17, the City of Duncanville paid the Duncanville Chamber of Commerce \$14,440 to serve as the official Duncanville Visitor Center. During the year, the Duncanville Chamber of Commerce assisted numerous visitors on the phone, 167 walk-in visitors, and provided 232 visitor packets.

In FY 17-18, the City of Duncanville paid the Duncanville Chamber of Commerce \$16,908 to serve as the official Duncanville Visitor Center. During the year, the Duncanville Chamber of Commerce assisted numerous visitors on the phone, 111 walk-in visitors, and provided 30 visitor packets.

In FY 18-19, the City of Duncanville paid the Duncanville Chamber of Commerce \$17,760 to serve as the official Duncanville Visitor Center. During the year, the Duncanville Chamber of Commerce assisted numerous visitors on the phone and 1,473 walk-in visitors and provided 295 visitor packets.

In FY19-20, the City of Duncanville paid the Duncanville Chamber of Commerce \$17,760 to serve as the official Duncanville Visitor Center. During the year, the Duncanville Chamber of Commerce assisted numerous visitors on the phone and 345 walk-in visitors and provided six visitor packets.

The City of Duncanville proportionally covers the following expenses:

- Utility Costs - Water, Gas & Electric
- Telecommunications (Phones & Internet)
- Office Supplies & Postage
- Executive Assistant's Salary
- President's Salary
- Building Insurance
- Lawn Mowing & Maintenance
- Custodial

The Duncanville Chamber of Commerce is not requesting a change in funding to serve as the official Duncanville Visitor Center for FY20-21. If the City Council approves the grant request, it will be retroactive to October 1, 2020.

POLICY EXPLANATION:

Chapter 351 of the Texas Tax Code states that Hotel Occupancy Taxes can be used for the operation of visitor information centers.

FUNDING SOURCE:

Funding is available in the Hotel Motel Tax Fund for this grant.

Contract Log #:

1448

RECOMMENDATION:

Staff recommends approval of a Resolution approving a twelve-month agreement between the City of Duncanville and the Duncanville Chamber of Commerce awarding a hotel occupancy tax grant to the Duncanville Chamber of Commerce located at 300 E. Wheatland Road in the amount of \$17,760 for FY20-21, to serve as the official Duncanville Visitor Center.

ATTACHMENTS:

[Resolution No. - 2020-081 - Chamber of Commerce Visitor Center Agreement 2020-2021 - Pdf](#)

RESOLUTION NO. 2020-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A TWELVE-MONTH AGREEMENT BETWEEN THE CITY OF DUNCANVILLE AND THE DUNCANVILLE CHAMBER OF COMMERCE AWARDED A HOTEL OCCUPANCY TAX GRANT TO THE DUNCANVILLE CHAMBER OF COMMERCE LOCATED AT 300 E. WHEATLAND ROAD IN THE AMOUNT OF \$17,760 FOR FY20-21, TO SERVE AS THE OFFICIAL DUNCANVILLE VISITOR CENTER; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Duncanville Chamber of Commerce has requested a Hotel Occupancy Tax grant to continue to serve as the official Duncanville Visitor Center to positively promote Duncanville to out-of-town visitors; and

WHEREAS, the City of Duncanville has considered the request and considers the Duncanville Visitor Center provided by the Duncanville Chamber of Commerce directly enhances and promotes tourism in the city;

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 the amount of \$17,760 to the Duncanville Chamber of Commerce to serve as the official Duncanville Visitor Center in accordance with the Visitor Center agreement, which is attached as Exhibit "A".

SECTION 2. The City Council of the City of Duncanville hereby authorizes the Interim City Manager to execute the necessary documents to conform to this resolution as appropriate.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of October, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit "A"

STATE OF TEXAS §

COUNTY OF DALLAS §

HOTEL OCCUPANCY TAX FUNDING AGREEMENT BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND THE DUNCANVILLE CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS

This Hotel Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Duncanville, Texas (CITY) and the Duncanville Chamber of Commerce (ORGANIZATION).

WHEREAS, the Duncanville Chamber of Commerce has requested a Hotel Occupancy Tax grant to serve as the official Duncanville Visitor Center to positively promote Duncanville to out-of-town visitors; and

WHEREAS, the City of Duncanville has considered the request and considers the Duncanville Visitor Center provided by the Duncanville Chamber of Commerce directly enhances and promotes tourism in the city; and

WHEREAS, the goal of this AGREEMENT is to assist visitors to the City of Duncanville, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tax Code; and

NOW, THEREFORE, it is mutually agreed upon by and between the CITY and the Duncanville Chamber of Commerce as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this AGREEMENT is for the Duncanville Chamber of Commerce to utilize City of Duncanville Hotel Occupancy Taxes to promote Duncanville and tourism by providing a quality Duncanville Visitor Center for out-of-town visitors in order to increase the number of overnight visitors to Duncanville.

Section 2. Obligation of the ORGANIZATION. The ORGANIZATION shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code and the ORGANIZATION'S funding application solely for the use of operating and maintenance of the Duncanville Visitor Center and providing assistance to out-of-town visitors including a portion of the building, landscape, lobby and 24-hour public kiosk at its office located at 300 E. Wheatland Road and providing a 24-hour, 365-day, information area. The information area must:

- a. display marketing materials from local hotels, motels, and restaurants; and
- b. display local special events and sporting events; which would support hotels, motels, and accommodations in the City of Duncanville, Texas.

Section 3. Reporting Requirements of the ORGANIZATION. The ORGANIZATION shall deliver the following:

On a monthly basis:

Within fifteen (15) days after the end of each month:

- a. A Visitor Center Report that includes the following information:
 - i. number of assisted walk-in out-of-town visitors during normal business hours; and
 - ii. number of phone calls where out-of-town visitors were provided assistance; and

- iii. name of out-of-town groups and number of visitor packets distributed; and
- iv. a list of where the visitors are from, when possible, in order to identify target markets for future marketing efforts; and

On a quarterly basis:

Within thirty (30) days after the end of each quarter:

- b. A Visitor Center Report that also includes the following information:
 - v. a copy of the Chamber of Commerce balance statement showing how the Visitor Center funds are being used in accordance with the AGREEMENT; and

City Hotel Occupancy Funds shall only be used for those activities associated with the Visitor Center as covered under this AGREEMENT.

Section 4. Authorization of Payment. Subject to the ORGANIZATION'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ORGANIZATION \$17,760 with twelve equal monthly payments from Hotel Occupancy Tax funds. Payment will be made after the service has been provided and within thirty (30) days of receiving the required reports.

Section 5. Appeal Process. If the ORGANIZATION wishes to make any appeals on decisions of the CITY, the ORGANIZATION must present their appeal in writing within ten (10) business days of funding denial to the City Manager.

Section 6. Rights. The City of Duncanville has the right, at any time, to inspect the books or records of the ORGANIZATION that may relate to the performance of this AGREEMENT. The CITY, at its sole expense, has the right to conduct an audit of the ORGANIZATION, event, or project.

Section 7. Term. The AGREEMENT shall become effective as of October 1, 2020, and the AGREEMENT shall terminate on September 30, 2021, or once the terms have been met, whichever occurs first. The final payment for services rendered will take place after September 30, 2021, and within thirty (30) days of receiving the required reports. Either party does hereby reserve the right to terminate this agreement without cause upon ten (10) days written notice. Termination and notice shall constitute final payment without any further obligation of either parties past the date of termination.

Section 8. Recapture Provision. In the event the Duncanville Chamber of Commerce does not comply with the terms of this AGREEMENT, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this agreement as provided herein, the Duncanville Chamber of Commerce, pursuant to the provisions herein shall refund the CITY an amount equal to the sum of the Grant Payments actually paid by the CITY to the Duncanville Chamber of Commerce immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, interest on the refund amount, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of termination until paid.

Section 9. Indemnification. The ORGANIZATION agrees to defend, indemnify and hold harmless the CITY, City Council, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ORGANIZATION's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ORGANIZATION, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity

provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ORGANIZATION and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the CITY that may arise by virtue of this AGREEMENT.

Section 10. Default. The CITY reserves the right to terminate this AGREEMENT if the ORGANIZATION fails to comply with any term of the AGREEMENT, including the inability of the ORGANIZATION to conform to any change required by federal, and state or local laws or regulations. The CITY shall provide written notification to the ORGANIZATION of the termination of this AGREEMENT within thirty (30) days before the effective date of termination. The CITY may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the ORGANIZATION shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the CITY.

Section 11. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

To the CITY at:

City of Duncanville
Attn.: Paul Frederiksen, Interim City Manager
203 E. Wheatland Rd.
Duncanville, TX 75116

To the DUNCANVILLE CHAMBER OF COMMERCE at:

Duncanville Chamber of Commerce
Attn.: Steve Martin, President
300 E. Wheatland Rd.
Duncanville, TX 75116

MISCELLANEOUS

Section 12. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 13. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 14. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 15. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not

preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 16. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 17. Attorney Fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 18. Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 19. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the CITY and ORGANIZATION make and execute this AGREEMENT to be effective this _____ day of _____, 2020.

CITY OF DUNCANVILLE, TEXAS

DUNCANVILLE CHAMBER OF COMMERCE

Paul Frederiksen
Interim City Manager

Steve Martin
President

ATTEST:

Kristin Downs
City Secretary



STAFF REPORT

MEETING: City Council - 20 Oct 2020

TITLE:

Receive the Monthly Financial Report as of August 31, 2020.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Richard Summerlin, Finance Director

BACKGROUND/HISTORY:

The Financial Report is presented to provide actual revenues and expenditures in comparison to the budget. The report provides financial data on key funds including the General, Utility, Sanitation, Economic Development, Fieldhouse, Medical Insurance, and Comprehensive Self-Insurance.

POLICY EXPLANATION:

August is the eleventh month in fiscal year 2020 and we would expect revenues and expenditures to be at about 91.7% of their budgets. Below are financial highlights as of the August 2020 Financial Report.

General Fund:

- General Fund ending fund balance is \$11.7 million, which is approximately 134 days of operations based on the revised budget.
- Overall General Fund revenues and transfers in are at 92.4% of the budget.
 - Current property tax payments are at 98.5% of the budget. This is 8.8% higher than the same time last year.
 - Sales tax revenue is -2.7% lower than the same time last year. The data here reflects nine months of sales tax revenue from the period of October 2019 through June 2020. The decline in sales tax revenue is primarily attributed to the effect of the COVID-19 pandemic on local businesses starting in March 2020.
 - Franchise fees include three quarters of payments for electric fees, gas, telephone, and cable television fees. Due to enactment of SB1132, one final payment for franchise video fees was received this fiscal year.
 - Permits & fees category overall has exceeded the budget due to increases in building permits and emergency medical services.
 - Municipal court fines and related fees have decreased by -33.8% from last year.
 - While overall interest revenue has exceeded the budget, it is -29.2% less than last year due to declining interest rates.

- Recreation fees overall are down by \$99 thousand (-37.6%) from last year due COVID-19 related closures.
- Overall General Fund operating expenditures and transfers out are at 82.9% of the budget.

Other Funds:

- The Utility Fund ending fund balance is \$2.2 million (after the reserved fund balance deduction of \$5.0 million for AMI), which is approximately 40 days of operations based on the revised budget.
 - Water and sewer revenues run one month in the arrears, so this report reflects ten months of revenues. Water revenues are 6.6% higher than the same time last year, while sewer revenues are down by -4.6%.
- Total other revenue includes \$327 thousand in refunds from Trinity River Authority as a settle-up payment for prior year wastewater services.
 - Total expenditures are at 86.8% of the budget. Water services expenditures include ten months of payments to Dallas Water Utilities. Wastewater services include twelve months of payments to Trinity River Authority.
- The Sanitation Fund has an ending fund balance of \$679 thousand, which is approximately 60 days of operations.
 - Garbage revenues run one month in the arrears. Residential and commercial garbage revenues have increased by 32.2% and 14.0%, respectively, from the same time last year. Garbage rate increases were enacted for fiscal year 2020.
 - Total expenditures are at 80.3% of the budget and include ten months of payments for contracted garbage collection services. The City entered a new contract with Republic Services this fiscal year.
- Fieldhouse revenues are down by -53.0% from the same time last year due to the temporary closings and limited capacity restrictions of the facility in response to the COVID-19 pandemic. Expenditures have also decreased by -26.7% from last year.
- Medical Insurance Fund has an ending fund balance at a deficit of -\$60 thousand. This deficit fund balance was carried over from prior years of high medical claims expense when the City was self-insured.
- A detailed financial update on one-time projects is included as the last page of the financial report.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

There is no City Council action required.

ATTACHMENTS:

[Attachment 1 - Monthly Financial Report August 2020](#)

Attachment 1



**CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT**

Fiscal Year 2019-2020
YEAR-TO-DATE OPERATIONS

AS OF AUGUST 31, 2020

OCTOBER 1, 2019 TO AUGUST 31, 2020

Prepared by
FINANCE DEPARTMENT
9/21/2020

Attachment 1

CITY OF DUNCANVILLE

FUND BALANCES AT AUGUST 31, 2020

FUND	BEGINNING BALANCE (OCT 1)	REVENUES	EXPENDITURES	RESERVED FOR ONE TIME PROJECTS ¹	ENDING BALANCE YTD
GENERAL FUND	\$12,754,602	\$29,635,323	(\$28,014,532)	(\$2,657,227)	\$11,718,167
UTILITY FUND	\$9,460,358	\$15,027,858	(\$17,289,162)	(\$5,000,000)	\$2,199,055
SANITATION FUND	\$663,456	\$3,312,688	(\$3,296,880)	\$0	\$679,264
ECONOMIC DEVELOPMENT	\$2,985,980	\$1,943,651	(\$1,605,199)	\$0	\$3,324,432
FIELDHOUSE	(\$1,118,698)	\$1,113,210	(\$1,397,264)	\$0	(\$1,402,753)
MEDICAL INSURANCE	(\$250,741)	\$4,018,792	(\$3,827,578)	\$0	(\$59,526)
COMPREHENSIVE SELF INS	\$711,439	\$447,646	(\$391,814)	\$0	\$767,270

DAYS OF OPERATIONS AT AUGUST 31, 2020

FUND	YTD FUND BALANCE	BUDGETED OPERATING RESERVE # DAYS	BUDGETED OPERATING RESERVE (\$)	YTD ACTUAL # DAYS OF OPERATIONS
GENERAL FUND	\$11,718,167	75	\$6,551,562	134
UTILITY FUND	\$2,199,055	60	\$3,274,700	40
SANITATION FUND	\$679,264	60	\$675,173	60

Note 1- One Time Project funds are not included in ending fund balance available for operations.

-General Fund One Time Projects were reserved from prior year excess fund balance. The amount reserved is the prior year fund balance related to One Time projects. Current year expenses for One-time projects are not captured in the fund balance calculation on this page.

- Utility Fund reserved balance has been earmarked for future AMI project.

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT AUGUST 31, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
51 - TAXES	\$24,414,826	\$27,328,043	\$26,726,213	\$2,311,388	91.4%
501101 - CURRENT TAXES	\$17,010,134	\$17,270,520	\$17,270,520	\$260,386	98.5%
501102 - DELINQUENT TAXES	\$139,256	\$140,000	\$140,000	\$744	99.5%
501103 - PENALTIES AND INTEREST	\$143,936	\$120,000	\$120,000	(\$23,936)	119.9%
501201 - STATE SALES TAX CITY PORTION	\$3,858,984	\$5,254,349	\$4,926,462	\$1,067,478	78.3%
501202 - SALES TAX PROPERTY TAX RELIEF	\$1,929,492	\$2,627,174	\$2,463,231	\$533,739	78.3%
501204 - ALCOHOLIC BEVERAGE TAX	\$43,333	\$76,000	\$55,000	\$11,667	78.8%
501301 - FRANCHISE FEE ELECTRIC	\$779,672	\$1,200,000	\$1,100,000	\$320,328	70.9%
501302 - FRANCHISE FEE GAS	\$251,027	\$330,000	\$313,000	\$61,973	80.2%
501303 - FRANCHISE FEE TELEPHONE	\$104,424	\$180,000	\$177,000	\$72,576	59.0%
501304 - FRANCHISE FEE CABLE TV	\$122,997	\$130,000	\$130,000	\$7,003	94.6%
501306 - FRANCHISE VIDEO SERV	\$31,570	(\$0)	\$31,000	(\$570)	101.8%
52 - PERMITS & FEES	\$1,389,297	\$1,153,000	\$1,189,500	(\$199,797)	116.8%
502101 - BUILDING PERMITS	\$333,608	\$200,000	\$210,000	(\$123,608)	158.9%
502102 - ELECTRICAL PERMITS	\$17,508	\$12,000	\$11,000	(\$6,508)	159.2%
502103 - SOLICITOR LICENSES	\$2,900	\$2,000	\$500	(\$2,400)	580.0%
502105 - EMERGENCY MEDICAL SERVICE	\$783,916	\$700,000	\$750,000	(\$33,916)	104.5%
502106 - SIGN PERMITS	\$18,615	\$11,000	\$12,000	(\$6,615)	155.1%
502107 - WRECKER AND STORAGE FEES	(\$0)	\$3,000	\$3,000	\$3,000	0.0%
502108 - HEALTH FOOD INSPECTION FEES	\$71,936	\$64,500	\$46,000	(\$25,936)	156.4%
502109 - PLUMBING AND AC PERMITS	\$52,705	\$34,000	\$40,000	(\$12,705)	131.8%
502111 - ZONING & SPEC USE PERMIT	\$4,675	\$8,500	\$8,500	\$3,825	55.0%
502113 - SMALL CELL/ NETWORK NODE FEES	\$500	(\$0)	\$500	(\$)	100.0%
502114 - RENTAL PROPERTY REGISTRATION	\$48,400	\$55,000	\$45,000	(\$3,400)	107.6%
502120 - ALARM PERMITS	\$49,933	\$60,000	\$60,000	\$10,067	83.2%
502122 - POOL OR SPA INSPECTION FEE	\$4,600	\$3,000	\$3,000	(\$1,600)	153.3%
53 - FINES	\$384,806	\$508,000	\$516,000	\$131,194	74.6%
503101 - MUNICIPAL COURT FINES	\$282,415	\$360,000	\$380,000	\$97,585	74.3%
503102 - COURT RELATED FEES	\$84,131	\$110,000	\$110,000	\$25,869	76.5%
503103 - SCHOOL CROSSING FEES	\$1,742	\$3,000	\$3,000	\$1,258	58.1%
503201 - LIBRARY FINES	\$5,720	\$20,000	\$8,000	\$2,280	71.5%
503301 - FALSE ALARM FINES	\$10,799	\$15,000	\$15,000	\$4,202	72.0%
54 - INTERGOVERNMENTAL	\$107,901	\$171,000	\$158,000	\$50,099	68.3%
504102 - DISD SCHOOL CROSSING GUARDS	\$22,735	\$41,000	\$30,000	\$7,265	75.8%
504103 - DALLAS COUNTY CROSSING GUARD	\$33,139	\$30,000	\$32,000	(\$1,139)	103.6%
504109 - REIMB FOR REG EMERG MANAGER	\$52,027	\$100,000	\$96,000	\$43,973	54.2%
55 - INTEREST	\$338,870	\$315,000	\$260,000	(\$78,870)	130.3%
505101 - INTEREST ON GOVT POOL INVEST	\$51,313	\$75,000	\$50,000	(\$1,313)	102.6%
505103 - CERT OF DEPOSIT INTEREST	\$188,482	\$80,000	\$90,000	(\$98,482)	209.4%
505106 - MONEY MARKET INTEREST	\$99,075	\$160,000	\$120,000	\$20,925	82.6%
57 - RECREATIONAL FEES	\$164,816	\$311,000	\$210,113	\$45,297	78.4%
507102 - RECREATION FEES	\$142,924	\$306,000	\$187,613	\$44,689	76.2%
507104 - SENIOR CENTER ANNUAL USER FEE	\$2,120	\$5,000	\$3,500	\$1,380	60.6%
507107 - RECREATION CENTER CLASSES	\$7,016	(\$0)	\$6,000	(\$1,016)	116.9%
507108 - RECREATION CENTER SPECIAL EVEN	\$8,436	(\$0)	\$8,000	(\$436)	105.4%
507109 - SENIOR CLASS/TRIPS	\$4,320	\$0	\$5,000	\$680	86.4%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT AUGUST 31, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
59 - OTHER REVENUES	\$438,243	\$505,880	\$393,659	(\$44,584)	111.3%
509101 - SALE OF FIXED ASSETS	(\$0)	(\$0)	(\$0)	(\$0)	
509102 - GAIN/ LOSS ON SALE FIXED ASSET	(\$0)	\$0	(\$0)	(\$0)	
509105 - SALE OF MATERIALS	\$1,975	\$1,000	\$1,000	(\$975)	197.5%
509201 - INSURANCE RECOVERY	(\$0)	(\$0)	(\$0)	(\$0)	
509501 - COLLECTION OF BAD DEBTS	\$389	\$2,000	\$2,000	\$1,611	19.5%
509502 - MISCELLANEOUS W/O	(\$29)	\$100	\$100	\$129	-29.3%
509601 - MISCELLANEOUS	\$106,652	\$58,000	\$65,000	(\$41,652)	164.1%
509602 - CASH OVER AND SHORT	\$125	\$0	(\$0)	(\$125)	
509603 - COPIES	\$10,047	\$18,000	\$18,000	\$7,953	55.8%
509604 - POLICE ACCIDENT REPORTS	\$3,029	\$4,500	\$4,500	\$1,471	67.3%
509606 - AUCTION PROCEEDS	(\$0)	\$5,000	\$5,000	\$5,000	0.0%
509607 - ANIMAL PERMITS	\$20	\$50	\$50	\$30	40.0%
509609 - RETURN CHECK FEES	\$140	\$230	\$230	\$90	60.9%
509611 - SCRAP METAL SALES	(\$0)	(\$0)	(\$0)	(\$0)	
509612 - CITY SERVICES REIMBURSEMENT	\$84,314	\$58,000	\$68,600	(\$15,714)	122.9%
509613 - WORKERS COMP REIMBURSEMENT	\$16,245	\$15,000	\$20,000	\$3,755	81.2%
509614 - RENTAL OF TOWER	\$196,731	\$194,000	\$194,000	(\$2,731)	101.4%
509617 - LEASE INCOME	\$12,750	\$150,000	\$12,500	(\$250)	102.0%
509618 - GAS WELL OIL REVENUE	\$5,856	\$0	\$2,679	(\$3,177)	218.6%
81 - OTHER FINANCE SOURCE	\$2,396,565	\$2,614,435	\$2,614,435	\$217,870	91.7%
801102 - TRANSF IN UTILITY FUND WATER	\$1,614,901	\$1,761,710	\$1,761,710	\$146,809	91.7%
801104 - TRANSF IN UTIL FUND SANITATION	\$176,272	\$192,297	\$192,297	\$16,025	91.7%
801108 - TRANSF IN EDC SALES TAX	\$69,312	\$75,613	\$75,613	\$6,301	91.7%
801110 - TRANSF IN HOTEL TAX FUND	\$51,610	\$56,302	\$56,302	\$4,692	91.7%
801150 - TRANSF IN PILOT FRANCHISE TAX	\$484,470	\$528,513	\$528,513	\$44,043	91.7%
Grand Total	\$29,635,323	\$32,906,358	\$32,067,920	\$2,432,597	92.4%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT AUGUST 31, 2020

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0000 - OTHER	\$1,329,353	\$648,628	\$1,803,038	\$473,686	73.7%
001 - GENERAL FUND NON-ORG	\$1,329,353	\$648,628	\$1,803,038	\$473,686	73.7%
0101 - GENERAL GOVERNMENT	\$2,603,914	\$3,095,929	\$3,124,853	\$520,939	83.3%
01011000 - MAYOR AND COUNCIL	\$101,351	\$136,759	\$134,859	\$33,508	75.2%
01011100 - CITY ADMINISTRATION	\$616,866	\$703,334	\$744,588	\$127,722	82.8%
01011300 - HUMAN RESOURCES	\$279,119	\$336,315	\$316,999	\$37,879	88.1%
01011400 - INFO TECHNOLOGY	\$718,655	\$790,621	\$814,031	\$95,377	88.3%
01011500 - PUBLIC INFORMATION OFFICE	\$132,437	\$187,338	\$171,328	\$38,891	77.3%
01011600 - PUBLIC LIBRARY	\$755,486	\$941,561	\$943,049	\$187,563	80.1%
0102 - FINANCE	\$1,248,280	\$1,505,201	\$1,465,264	\$216,985	85.2%
01022000 - FINANCE ADMINISTRATION	\$687,459	\$778,218	\$773,323	\$85,863	88.9%
01022300 - MUNICIPAL COURT	\$392,867	\$502,610	\$493,092	\$100,224	79.7%
01022500 - PURCHASING	\$95,504	\$101,913	\$109,582	\$14,078	87.2%
01022700 - CITY MARSHAL	\$72,449	\$122,460	\$89,268	\$16,819	81.2%
0104 - PARK AND RECREATION	\$2,709,178	\$3,991,412	\$3,480,425	\$771,248	77.8%
01044000 - PARK & REC ADMINISTRATION	\$227,992	\$273,435	\$273,814	\$45,822	83.3%
01044100 - REC PROGRAM ADMIN	\$301,434	\$390,194	\$374,188	\$72,754	80.6%
01044101 - REC PROGRAM CLASSES	\$2,238	\$5,682	\$5,682	\$3,444	39.4%
01044200 - SPECIAL EVENTS ADMIN	\$58,535	\$198,780	\$69,188	\$10,653	84.6%
01044300 - ATHLETIC PROGRAMMING	\$284,612	\$443,575	\$380,575	\$95,963	74.8%
01044500 - HORTICULTURE	\$144,623	\$177,565	\$174,565	\$29,942	82.8%
01044600 - PARK GROUNDS MAINTENANCE	\$902,049	\$1,370,696	\$1,171,193	\$269,144	77.0%
01044800 - BUILDING MAINTENANCE	\$657,512	\$890,663	\$856,794	\$199,281	76.7%
01044900 - SENIOR CENTER	\$128,389	\$235,623	\$169,226	\$40,836	75.9%
01044901 - SENIOR CENTER CLASSES	\$1,448	\$4,600	\$4,600	\$3,152	31.5%
01044911 - SENIOR CENTER TRIPS	\$344	\$600	\$600	\$256	57.4%
0105 - POLICE	\$8,067,163	\$9,505,974	\$9,412,163	\$1,345,000	85.7%
01055000 - POLICE ADMINISTRATION	\$478,577	\$554,675	\$549,301	\$70,724	87.1%
01055100 - PATROL	\$4,098,448	\$4,889,288	\$4,826,063	\$727,615	84.9%
01055200 - CRIMINAL INVESTIGATION	\$1,212,215	\$1,479,462	\$1,441,466	\$229,251	84.1%
01055300 - ANIMAL CONTROL	\$415,602	\$435,033	\$460,351	\$44,749	90.3%
01055400 - SCHOOL GUARDS	\$48,279	\$84,550	\$64,000	\$15,721	75.4%
01055500 - CRIME PREVENTION	\$118,195	\$151,235	\$148,210	\$30,015	79.7%
01055700 - RECORDS	\$1,109,223	\$1,211,653	\$1,232,049	\$122,826	90.0%
01055800 - DETENTION SERVICES	\$278,677	\$319,737	\$319,662	\$40,985	87.2%
01055900 - POLICE SPECIAL SERVICES	\$307,947	\$380,341	\$371,061	\$63,115	83.0%
0106 - PUBLIC WORKS	\$5,887,476	\$6,930,278	\$7,180,523	\$1,293,047	82.0%
01066000 - ENGINEERING	\$332,722	\$403,059	\$420,435	\$87,713	79.1%
01066100 - BUILDING INSPECTION	\$462,636	\$480,172	\$572,502	\$109,866	80.8%
01066200 - STREET MAINTENANCE	\$3,149,478	\$3,550,038	\$3,602,414	\$452,936	87.4%
01066300 - TRAFFIC OPERATIONS	\$783,843	\$870,772	\$1,030,652	\$246,809	76.1%
01066400 - PLANNING	\$162,151	\$219,433	\$198,098	\$35,947	81.9%
01066500 - CODE SERVICES	\$206,750	\$270,566	\$288,181	\$81,431	71.7%
01066700 - EQUIPMENT SERVICES	\$789,896	\$1,136,239	\$1,068,240	\$278,344	73.9%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT AUGUST 31, 2020

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0107 - FIRE	\$5,890,093	\$7,009,246	\$6,931,788	\$1,041,695	85.0%
01077000 - FIRE ADMINISTRATION	\$511,968	\$633,825	\$628,486	\$116,517	81.5%
01077100 - FIRE PREVENTION	\$270,706	\$244,277	\$293,341	\$22,634	92.3%
01077200 - FIRE SUPPRESSION	\$3,679,606	\$4,294,259	\$4,215,509	\$535,903	87.3%
01077300 - ADVANCED LIFE SUPPORT	\$1,341,410	\$1,700,743	\$1,658,310	\$316,900	80.9%
01077500 - EMERGENCY MANAGEMENT ADMIN	\$86,403	\$136,142	\$136,142	\$49,740	63.5%
0108 - NON DEPARTMENTAL	\$229,076	\$309,252	\$289,252	\$60,176	79.2%
01088000 - GENERAL NON DEPARTMENTAL	\$229,076	\$309,252	\$289,252	\$60,176	79.2%
0109 - SPECIAL PURPOSES	\$50,000	\$100,000	\$100,000	\$50,000	50.0%
01099000 - SPECIAL PURPOSES	\$50,000	\$100,000	\$100,000	\$50,000	50.0%
Total Operating Expenses & Transfers Out	\$28,014,532	\$33,095,921	\$33,787,307	\$5,772,775	82.9%

*Note- General fund "Total Operating Expenses & Transfers Out" calculation includes the transfer out amounts from General Fund to One-Time projects as reflected in the budget. One-time projects direct expenses are not included in the calculation of General fund balance.

Attachment 1

CITY OF DUNCANVILLE

UTILITY FUND AT AUGUST 31, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
41 - WATER	\$6,485,395	\$8,040,000	\$8,186,000	\$1,700,605	79.2%
510101 - WATER SALES	\$4,259,791	\$5,300,000	\$5,400,000	\$1,140,209	78.9%
510102 - WATER TAPS	\$10,202	\$10,000	\$10,000	(\$202)	102.0%
510104 - MULTI-FAMILY WATER SALES	\$625,245	\$750,000	\$770,000	\$144,755	81.2%
510105 - COMMERCIAL WATER SALES	\$1,053,553	\$1,350,000	\$1,340,000	\$286,447	78.6%
510106 - WATER SALES OTHER	\$1,244	(\$0)	\$1,000	(\$244)	124.4%
510107 - WATER SALES IRRIGATION	\$401,786	\$480,000	\$510,000	\$108,214	78.8%
510108 - SCHOOL WATER SALES	\$133,574	\$150,000	\$155,000	\$21,426	86.2%
42 - SEWER	\$7,890,929	\$9,183,600	\$9,525,600	\$1,634,671	82.8%
511101 - SEWER SERVICE	\$5,492,135	\$6,300,000	\$6,500,000	\$1,007,865	84.5%
511102 - SEWER TAPS	\$2,628	\$3,600	\$3,600	\$972	73.0%
511105 - MULTI-FAMILY SEWER SERVICE	\$1,186,826	\$1,400,000	\$1,455,000	\$268,174	81.6%
511106 - COMMERCIAL SEWER SERVICE	\$1,128,958	\$1,350,000	\$1,450,000	\$321,042	77.9%
511108 - SCHOOL WASTEWATER SALES	\$80,383	\$130,000	\$117,000	\$36,617	68.7%
45 - PENALTIES	\$93,773	\$130,000	\$130,000	\$36,227	72.1%
513101 - PENALTIES	\$93,773	\$130,000	\$130,000	\$36,227	72.1%
54 - INTERGOVERNMENTAL	\$158	(\$0)	\$600	\$442	26.3%
504111 - REIMB FOR SUMMIT TANK FROM CH	\$158	(\$0)	\$600	\$442	26.3%
55 - INTEREST	\$134,605	\$120,000	\$120,000	(\$14,605)	112.2%
505101 - INTEREST ON GOVT POOL INVEST	\$22,250	\$120,000	\$120,000	\$97,750	18.5%
505103 - CERT OF DEPOSIT INTEREST	\$62,560	(\$0)	(\$0)	(\$62,560)	
505106 - MONEY MARKET INTEREST	\$49,795	(\$0)	(\$0)	(\$49,795)	
59 - OTHER REVENUES	\$422,998	\$143,500	\$455,383	\$32,385	92.9%
509101 - SALE OF FIXED ASSETS	(\$0)	(\$0)	(\$0)	(\$0)	
509301 - REFUNDS FROM TRA	\$326,883	(\$0)	\$326,883	\$	100.0%
509401 - SERVICE CHARGES	\$74,436	\$130,000	\$89,000	\$14,564	83.6%
509601 - MISCELLANEOUS	\$750	\$5,000	\$5,000	\$4,250	15.0%
509602 - CASH OVER AND SHORT	(\$52)	(\$0)	(\$0)	\$52	
509609 - RETURN CHECK FEES	\$3,430	\$5,000	\$5,000	\$1,570	68.6%
509611 - SCRAP METAL SALES	\$2,051	\$3,500	\$3,500	\$1,449	58.6%
509612 - CITY SERVICES REIMBURSEMENT	\$15,500	(\$0)	\$26,000	\$10,500	59.6%
Grand Total	\$15,027,858	\$17,617,100	\$18,417,583	\$3,389,725	81.6%

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
002 - UTILITY FUND NON-ORG	\$6,831,191	\$7,442,775	\$7,481,089	\$649,898	91.3%
02311000 - UTILITIES ADMINISTRATION	\$338,442	\$391,729	\$403,725	\$65,283	83.8%
02312000 - WATER SERVICES	\$3,319,943	\$4,514,065	\$4,395,520	\$1,075,577	75.5%
02313000 - WASTEWATER SERVICES	\$5,832,670	\$5,876,545	\$6,366,139	\$533,469	91.6%
02411000 - UTILITIES ACCOUNTING	\$966,917	\$1,169,420	\$1,274,620	\$307,703	75.9%
Grand Total	\$17,289,162	\$19,394,534	\$19,921,093	\$2,631,931	86.8%

Attachment 1

CITY OF DUNCANVILLE

SANITATION FUND AT AUGUST 31, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
					BUDGET
					YTD
43 - GARBAGE	\$3,306,993	\$3,839,934	\$4,077,973	\$770,980	81.1%
512101 - RESIDENTIAL GARBAGE	\$2,769,017	\$3,101,961	\$3,330,000	\$560,983	83.2%
512104 - LANDFILL COMMERCIAL	\$278,847	\$430,000	\$430,000	\$151,153	64.8%
512105 - COMMERCIAL COLLECT FRANCHISE	\$178,514	\$210,000	\$220,000	\$41,486	81.1%
512106 - COMMERCIAL GARBAGE	\$80,616	\$97,973	\$97,973	\$17,357	82.3%
55 - INTEREST	\$5,695	\$6,000	\$6,000	\$305	94.9%
505101 - INTEREST ON GOVT POOL INVEST	\$4,222	\$6,000	\$6,000	\$1,778	70.4%
505103 - CERT OF DEPOSIT INTEREST	\$1,473	(\$0)	(\$0)	(\$1,473)	
Grand Total	\$3,312,688	\$3,845,934	\$4,083,973	\$771,285	81.1%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
					BUDGET
					YTD
019 - SANITATION NON-ORG	\$327,306	\$400,697	\$355,887	\$28,581	92.0%
19011000 - SANITATION ADMIN	\$2,762,080	\$3,407,604	\$3,494,662	\$732,582	79.0%
19012000 - LITTER CONTROL CREW	\$207,494	\$260,753	\$256,753	\$49,258	80.8%
Grand Total	\$3,296,880	\$4,069,053	\$4,107,301	\$810,421	80.3%

Attachment 1

CITY OF DUNCANVILLE

ECONOMIC DEVELOPMENT AT AUGUST 31, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
51 - TAXES	\$1,929,492	\$2,627,174	\$2,463,231	\$533,739	78.3%
501203 - ECONOMIC DEVELOPMENT SALES TAX	\$1,929,492	\$2,627,174	\$2,463,231	\$533,739	78.3%
55 - INTEREST	\$14,158	\$16,000	\$21,000	\$6,842	67.4%
505101 - INTEREST ON GOVT POOL INVEST	\$11,137	\$16,000	\$21,000	\$9,863	53.0%
505103 - CERT OF DEPOSIT INTEREST	\$3,021	(\$0)	(\$0)	(\$3,021)	
Grand Total	\$1,943,651	\$2,643,174	\$2,484,231	\$540,580	78.2%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
012 - ECONOMIC DEVELOP NON-ORG	\$603,910	\$609,463	\$611,533	\$7,623	98.8%
12011000 - ECONOMIC DEVELOPMENT ADMIN	\$244,283	\$337,211	\$372,697	\$128,414	65.5%
12011100 - KEEP DUNCANVILLE BEAUTIFUL	\$7,082	\$12,081	\$9,297	\$2,215	76.2%
12011600 - DEBT SERVICE EDC	\$487,599	\$488,413	\$488,413	\$814	99.8%
12011700 - SUSTAINABLE BEAUTIFICATION	\$5,368	\$15,000	\$15,000	\$9,632	35.8%
12011800 - BEAUTIFICATION	\$34,455	\$126,472	\$83,899	\$49,444	41.1%
12051000 - DESIGN INCENTIVES	\$22,975	\$160,000	\$160,000	\$137,025	14.4%
12051100 - FAÇADE INCENTIVES	\$22,427	\$25,000	\$25,000	\$2,573	89.7%
12051200 - GRANTS/REBATE INCENTIVES	\$177,100	\$0	\$250,000	\$72,900	70.8%
12052000 - EDC SPECIAL PROJECTS	\$0	\$0	\$156,000	\$156,000	0.0%
Grand Total	\$1,605,199	\$1,773,640	\$2,171,839	\$566,640	73.9%

Attachment 1

CITY OF DUNCANVILLE

FIELDHOUSE FUND AT AUGUST 31, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
48 - SPORTS FACILITY	\$314,487	\$814,100	\$412,885	\$98,398	76.2%
520101 - SPONSORSHIP REVENUE	\$17,800	\$100,500	\$39,230	\$21,430	45.4%
520120 - FOOD SALES	\$104,804	\$202,000	\$101,213	(\$3,591)	103.5%
520130 - BEVERAGE SALES	\$76,479	\$107,000	\$50,988	(\$25,491)	150.0%
520140 - MERCHANDISE REVENUE	\$659	\$5,000	\$4,864	\$4,205	13.6%
520170 - OTHER SPORTS ACTIVITY REV	\$41,517	\$59,600	\$38,765	(\$2,752)	107.1%
520180 - CAMP/AFTERSCHOOL PROG REV	\$39,162	\$276,000	\$140,254	\$101,092	27.9%
520190 - CLASS REVENUE	\$34,067	\$64,000	\$37,571	\$3,505	90.7%
59 - OTHER REVENUES	\$264,873	\$573,371	\$352,267	\$87,394	75.2%
509601 - MISCELLANEOUS	\$76,664	\$81,871	\$80,361	\$3,697	95.4%
509602 - CASH OVER AND SHORT	\$396	(\$0)	(\$0)	(\$396)	
509606 - AUCTION PROCEEDS	(\$0)	(\$0)	(\$0)	(\$0)	
509615 - RENTAL	\$12,058	\$56,500	\$41,496	\$29,439	29.1%
509620 - RENTALS- BASKETBALL	\$148,905	\$395,000	\$207,978	\$59,072	71.6%
509621 - RENTALS- VOLLEYBALL	\$26,850	\$40,000	\$22,432	(\$4,418)	119.7%
81 - OTHER FINANCE SOURCE	\$533,850	\$533,850	\$533,850	(\$0)	100.0%
801129 - TRANSF IN DCEDC	\$533,850	\$533,850	\$533,850	(\$0)	100.0%
Grand Total	\$1,113,210	\$1,921,321	\$1,299,002	\$185,792	85.7%

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
456 - FIELDHOUSE NON-ORG	\$536,720	\$536,990	\$540,680	\$3,960	99.3%
45601000 - FH ADMIN/OPS	\$751,742	\$1,109,422	\$938,237	\$186,496	80.1%
45602000 - FH CAFÉ/ FOOD COURT	\$99,357	\$175,705	\$139,705	\$40,348	71.1%
45602500 - FH GENERAL STORE	\$108	\$3,750	\$1,250	\$1,142	8.6%
45651100 - FIELDHOUSE CAMPS	\$7,808	\$78,000	\$38,250	\$30,442	20.4%
45651200 - FIELDHOUSE CLASSES	\$62	\$5,110	\$1,110	\$1,048	5.5%
45651300 - FIELDHOUSE OTHER ACTIVITIES	\$1,468	\$9,550	\$7,550	\$6,082	19.4%
Grand Total	\$1,397,264	\$1,918,527	\$1,666,782	\$269,518	83.8%

Attachment 1

CITY OF DUNCANVILLE

MEDICAL INSURANCE FUND AT AUGUST 31, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL BUDGET YTD
46 - PREMIUMS AND OTHER	\$3,615,313	\$3,562,942	\$3,562,942	(\$52,371)	101.5%
514101 - PREMIUMS EMPLOYEE HEALTH	\$2,820,718	\$2,700,000	\$2,700,000	(\$120,718)	104.5%
514103 - PREMIUMS DEPENDENT HEALTH	\$566,286	\$564,035	\$564,035	(\$2,251)	100.4%
514105 - PREMIUMS COBRA	\$10	(\$0)	(\$0)	(\$10)	
514106 - PREMIUMS RETIREES	\$228,299	\$298,907	\$298,907	\$70,608	76.4%
55 - INTEREST	\$16,063	\$28,000	\$28,000	\$11,937	57.4%
505101 - INTEREST ON GOVT POOL INVEST	\$10,796	\$28,000	\$28,000	\$17,204	38.6%
505103 - CERT OF DEPOSIT INTEREST	\$5,267	(\$0)	(\$0)	(\$5,267)	
59 - OTHER REVENUES	\$20,750	(\$0)	(\$0)	(\$20,750)	
509608 - STOP/LOSS REIMBURSEMENT	\$20,750	(\$0)	(\$0)	(\$20,750)	
81 - OTHER FINANCE SOURCE	\$366,667	\$400,000	\$602,930	\$236,263	60.8%
801901 - TRANSF IN	\$366,667	\$400,000	\$602,930	\$236,263	60.8%
Grand Total	\$4,018,792	\$3,990,942	\$4,193,872	\$175,080	95.8%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL BUDGET YTD
007 - MEDICAL INSURANCE NON-ORG					
700450 - CONTRACTUAL SERVICES	\$27,646	\$37,080	\$37,080	\$9,434	74.6%
700904 - MISCELLANEOUS EXPENSE	(\$922)	\$5,000	\$5,000	\$5,922	-18.4%
701103 - EMPLOYEE MED PREMIUM EXPENSE	\$3,304,120	\$3,288,884	\$3,288,884	(\$15,236)	100.5%
701253 - RETIREE MED PREMIUM EXP	\$489,749	\$604,165	\$604,165	\$114,416	81.1%
702101 - ADMINISTRATIVE EXPENSES	\$6,984	\$8,000	\$8,000	\$1,016	87.3%
Grand Total	\$3,827,578	\$3,943,129	\$3,943,129	\$115,551	97.1%

Attachment 1

CITY OF DUNCANVILLE

COMPREHENSIVE SELF-INSURANCE FUND AT AUGUST 31, 2020

	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
REVENUES					
46 - PREMIUMS AND OTHER	\$442,239	\$482,448	\$482,448	\$40,210	91.7%
514107 - GENERAL FUND CONTRIBUTIONS	\$359,344	\$392,018	\$392,018	\$32,674	91.7%
514108 - UTILITY FUND CONTRIBUTIONS	\$49,010	\$53,465	\$53,465	\$4,455	91.7%
514109 - HOTEL TAX FUND CONTRIBUTIONS	\$3,361	\$3,667	\$3,667	\$306	91.7%
514110 - EDC FUND CONTRIBUTIONS	\$10,989	\$11,988	\$11,988	\$999	91.7%
514111 - SANITATION FUND CONTRIBUTIONS	\$8,328	\$9,085	\$9,085	\$757	91.7%
514112 - DRAINAGE FUND CONTRIBUTIONS	\$4,483	\$4,890	\$4,890	\$408	91.7%
514113 - FIELDHOUSE FUND CONTRIBUTIONS	\$6,724	\$7,335	\$7,335	\$611	91.7%
55 - INTEREST	\$5,407	\$6,100	\$5,000	(\$407)	108.1%
505101 - INTEREST ON GOVT POOL INVEST	\$5,407	\$6,100	\$5,000	(\$407)	108.1%
Grand Total	\$447,646	\$488,548	\$487,448	\$39,802	91.8%

	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
EXPENDITURES					
008 - COMPREHENSIVE INSURANCE NONORG					
700446 - INSURANCE PREMIUMS TML	\$297,985	\$299,296	\$300,788	\$2,803	99.1%
700455 - WORKERS COMPENSATION CLAIMS	\$69,724	\$175,000	\$250,000	\$180,276	27.9%
700456 - LIABILITY CLAIMS	\$24,105	\$60,000	\$60,000	\$35,895	40.2%
Grand Total	\$391,814	\$534,296	\$610,788	\$218,974	64.1%

Attachment 1

CITY OF DUNCANVILLE

ONE-TIME PROJECTS AT AUGUST 31, 2020

	DESCRIPTION	DEPT	PROJECT TO DATE ACTUAL	TOTAL PROJECT BUDGET	TOTAL REMAINING BUDGET	PROJECT FINANCIAL STATUS
1	FY18 ZONING ORDINANCE UPDATE	PW	123,637	150,000	26,363	
2	FY18 NEIGHBORHOOD SIGN TOPPERS	GEN GOV	20,000	20,000	-	COMPLETE
3	FY19 ROOF REPLACEMENT	PARKS	651,300	1,637,250	985,950	
4	FY19 SECURITY UPGRADES (CAMERAS)	GEN GOV	141,566	144,000	2,434	COMPLETE
5	FY19 PUBLIC WORKS ERP SYSTEM	PW	157,071	226,000	68,929	
6	FY19 US 67 GATEWAY SIGNAGE	PW	22,800	500,000	477,200	ON HOLD
7	FY19 DESIGN FOR MAIN ST. /CAMP WISDOM	PW	-	150,000	150,000	
8	FY 20 LASERFICHE - GENERAL GOVT RECORDS	GEN GOV	16,315	19,185	2,870	
9	FY 20 SECURITY UPGRADES (CAMERAS)	GEN GOV	-	115,000	115,000	REDUCE SCOPE
10	FY 20 LED PANEL CHRISTMAS TREE	PARKS	25,000	25,000	-	COMPLETE
11	FY 20 PYBURN PARK FITNESS EQUIPMENT	PARKS	28,609	50,000	21,391	
12	FY 20 CHILLER REPLACEMENT	PARKS	44,969	44,969	-	COMPLETE
13	FY 20 BI LASERFICHE	PW	-	10,000	10,000	ON HOLD
14	FY 20 FUEL TANKS	PW	11,797	141,508	129,711	
15	FY 20 LED LIGHTING AMPHITHEATRE	PARKS	-	20,000	20,000	ON HOLD
16	FY 20 CENSUS ACTIVITIES (FROM PY SAVINGS)	PW	132	5,000	4,868	
17	FY20 RESERVED FOR P-25 COMPLIANT RADIOS	POL/FIRE	-	350,000	350,000	
TOTAL ONE TIME PROJECT BUDGET			\$1,243,196	\$3,607,912	\$2,364,716	

Unallocated Budget - Savings/(Overages) from Completed Projects

\$77,875

Note: Completed projects are highlighted in yellow.