Duncanville City Council Meeting Agenda

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

Tuesday, November 16, 2021
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, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Tuesday, November 16, 2021, 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 in person and video conference.

Due to limited seating in council chambers, persons or participants may attend by video conference in order to maintain safe social distance as provided in this notice.

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, November 16, 2021, email citysecretary@duncanville.com and title the email "Public Comment – November 16th". 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_LZGmT_AYQxuPcHXv4GtYrw

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. Receive a follow-up presentation concerning the City of Duncanville's current "loud and raucous noise" ordinance (Ordinance 1794 § 1), relating to citizen quality of life, and obtain direction for the possibility of revamping or amending the ordinance in the future. 8

Noise Ordinance Follow-Up

B. Banking Below 30" and "Procurement for Minority/Women-owned Business Enterprise (MWBE) and Veterans.
Item requested by Councilmember Cooks.

C. Discuss Annual City Council Calendar. 9 - 11

Annual City Council Calendar

EXECUTIVE SESSION

1. "City Council shall convene into closed executive session pursuant to Section 551.076 of the Texas Government Code, to deliberate the deployment and implementation of security devices or personnel for Duncanville City Hall."

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. Recognition of Aretha Ferrell-Benavides on being selected for the 2021 Class of Academy Fellows by The National Academy of Public Administration.

B. Recognition of the Mayor's Champions of the City.

C. Presentation of the Keep Duncanville Beautiful November 2021 Business Beautification Award Plaque and Proclamation to Champions Cove located at 1600 S. Main Street. 12 - 15

November 2021 Business Beautification Award - Champions Cove

D. Proclamation designating November 6, 2021 as "Arbor Day" in Duncanville. 16 - 17

Proclamation - Arbor Day

E. Proclamation recognizing November, 2021 as Native American Heritage Month. 18 - 19

Proclamation - Native American Heritage Month

F. Proclamation designating November 27, 2021, as “Small Business Saturday". 20 - 21

Proclamation - Small Business Saturday

3. CITIZENS' INPUT

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

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

To speak in person or by video conference during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, November 16, 2021, email citysecretary@duncanville.com and title the email “Public Comment – May 16th. You will need to register with the link below and attend the meeting by video conference. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow attendance in person 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 or unable to attend in person.

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 a Resolution authorizing the fourth renewal option with Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service, using the City of Grapevine contract #454-2017, for tree maintenance services for an estimated amount up to $85,000.00. All other pricing, terms, and conditions of Contract 454-2017 remain unchanged. 22 - 35

Tree Maintenance Services

B. Consider a Resolution approving the terms and conditions of an Interlocal Agreement by and between City of Duncanville and Region 8 Education Service Center through a program known as the Interlocal Purchasing System (TIPS). 36 - 42

Interlocal Purchasing System (TIPS)

C. Consider a Resolution authorizing purchase of Library Materials (Books) from Brodart Company through the COOP Texas SmartBuy contract #715-M2, with an estimated expenditure amount of $65,000.00. 43 - 52

Library Materials (Books)

D. Consider a Resolution authorizing the annual procurement for the senior meal program with Visiting Nurse Association of Texas, using interlocal cooperative contract with the City of Grand Prairie contract #17124, with an estimated amount of $200,000.00 for the FY 2022. 53 - 83

VNA Senior Meal Program

E. Consider a Resolution authorizing the terms and conditions of professional services agreement PSA #21-052 for Interim Finance Director services, in an amount not to exceed $53,000.00 with Strategic Government Resources. 84 - 90

Interim Finance Director Services

F. Consider a Resolution authorizing the procurement of water bill printing and mailing services with DataProse, LLC, in the unit amounts bid through the City of Allen contract #2019-6-61 with an annual estimated expenditure of $119,000. 91 - 96

Water Bill Printing and Mailing Services

G. Consider a Resolution authorizing the purchase of Emergency Medical Supplies from Bound Tree Medical Products, Inc., through the City of Midlothian Contract 2020-28 for the unit price bid with an estimated expenditure amount of $75,000.00. 97 - 155

Emergency Medical Supplies - Bound Tree Medical Products

H. Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County, to provide Food Establishment Inspections, with a minimum of two (one every six months) . 156 - 168

FY22 Dallas County ILA for Food Establishment Inspection Services

I. Consider a Resolution approving the terms and conditions of Professional Engineering Services Agreement PSA-21-3220011 for Engineering Consulting Services Design of Ten Mile Creek Erosion Control Improvements with Burgess & Niple, Inc., in the proposed amount of $165,060.00. 169

Design Services PSA 21-3220011 Ten Mile Creek Erosion Control Improvements

J. Consider a Resolution authorizing the third renewal of the term contract for IFB #18-052 Street Sweeping Services from Sweeping Services of Texas, Operating L.P. of Hurst, Texas, with an estimated expenditure amount of $86,000.00 191 - 199

FY22 Street Sweeping Services Renewal 3

K. Consider a Resolution awarding a bid and approving a contract for the purchase of Security System Cabling, IP Cameras, and related equipment from VTI Security, through the State of Minnesota Cooperative Purchase Contract Number 93104 with Current Amendment No. 04 in an amount not to exceed $125,501.36. 200 - 241

VTI Security

L. Consider a Resolution approving a Grant of Hotel Occupancy Tax in the amount of $45,000.00 to the Duncanville Lions Club to directly enhance and promote tourism and the hotel industry 242 - 256

HOT Grant - 71st Sandra Meadows Classic: - Pdf

M. Consider a Resolution approving a Grant of Hotel Occupancy tax in the amount of $50,000 to the Great American Shoot-Out (GASO) to directly enhance and promote tourism and the hotel industry. 257 - 272

HOT Grant - Great American Shoot Out (GASO) - Pdf

N. Consider Resolution approving a Grant of Hotel Occupancy Tax in the amount of $18,000.00 to the Duncanville Chamber of Commerce to directly enhance and promote tourism and the Hotel Industry; conditional upon approval in the FY 21-22 Budget. 273 - 291

HOT Grant - Duncanville Official Visitor Center - Pdf

O. Consider an Ordinance amending the Master Fee Schedule for the Fiscal Year 2021-2022 as shown in Exhibit A. 292 - 305

Amending Fiscal Year 21-22 Master Fee Schedule

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Conduct a Public Hearing (2021-25) to consider adoption of an ordinance to grant a Specific Use Permit “SUP” to allow for Drive-Thru on the SFW-Fair North Addition, Block A, Lot 1, Approximately 1.87 acres, more commonly known as 511 E Camp Wisdom Road, City of Duncanville, Dallas County, Texas; and more particularly described in Exhibit A, providing for special conditions, and providing an effective date. 321 - 339

Drive-Thru - 511 E Camp Wisdom Road

B. Conduct a Public Hearing (2021-26) and consider an ordinance to grant a Specific Use Permit “SUP”, approximately 0.99 acre, more commonly known as 608 E. Highway 67, City of Duncanville, Dallas County, Texas as described in Exhibit A; providing for special conditions and providing for an effective date. 340 - 356

Torres Taxidermy

C. Conduct a Public Hearing (2021-27) to consider adoption of an ordinance to grant a Specific Use Permit “SUP” to allow for Print Shop on approximately 0.14 acre of real property located at 1310 S. Main St. City of Duncanville, Dallas County, Texas; and more particularly described in Exhibit A, providing for special conditions, and providing an effective date. 357 - 382

1310 S Main St.

D. Consider a Resolution casting the City Council of the City of Duncanville's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (DCAD). 383 - 393

Dallas Central Appraisal District (DCAD) Vote

E. Consider appointments to various Boards and Commissions including Board of Adjustment, Duncanville Community and Economic Development Corporation Board (DCEDC), Keep Duncanville Beautiful Board, Library Advisory Board, Sign Control Board and the TIF (Tax Increment Financing Reinvestment Zone Number One). 394

Appointments to Various Boards and Commissions

F. Consider an Ordinance creating Classified Positions under Civil Service in the Police and Fire Departments; providing for a Pay Scale under Civil Service. 395 - 399

Classified Positions under Civil Service

G. Consider an Ordinance amending Chapter 12 (Miscellaneous Offenses and Provisions); by adding Article XXVI (Mobile Food Vendors and Food Trucks). 400 - 412

Mobile Food Vendor and Food Truck Ordinance

H. Consider a Resolution supporting and adopting the City of Duncanville Investment Policy. 413 - 461

Investment Policy

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

6. STAFF AND BOARD REPORTS

A. Receive the 2021 Comprehensive Plan Annual Report. 462 - 463

Comprehensive Plan Annual Report. Approval Status

B. Receive the Monthly Financial Report as of September 30, 2021. 464 - 488

Monthly Financial Report

C. Receive the Fiscal Year 2021 Fourth Quarter Investment Report as of September 30, 2021. 489 - 501

Investment 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: **Friday, November 12, 2021 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Kristin Downs, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Receive a follow-up presentation concerning the City of Duncanville's current "loud and raucous noise" ordinance (Ordinance 1794 § 1), relating to citizen quality of life, and obtain direction for the possibility of revamping or amending the ordinance in the future.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Mark LiVigni, Interim Chief of Police

BACKGROUND/HISTORY:
After a City Council briefing on October 19, 2021 concerning the city's noise ordinance, council asked staff to evaluate and provide other Texas city ordinances, outside our Best Southwest Cities region, concerning "noise" to determine if any other cities use a specifically objective standard (measurement) in their code of ordinances, or some hybrid of an objective measurement and a reasonable standard.

Several Texas cities, including San Antonio, Mesquite, and Rockwall and likely more, have a hybrid standard of sorts in place in their respective noise ordinances.

POLICY EXPLANATION:
Excessive noise can be annoying to citizens and impede their quality of life and even their safety. Our current city ordinance addresses loud and raucous noise as noises which offend a person of normal sensibilities. Using the police department's call for service incident code for "DISMIN – DISTURBANCE MINOR OR NOISE," under which most "noise" complaints are coded, the police department has responded to over 900 such calls for service in FY20 and FY21. Some of the calls for service listed under this incident code could have involved something other than noise complaints as that is a general code, however, that is not easily determined in our system. Some Texas Cities outside our Best Southwest region have begun to expand their ordinances beyond the "normal sensibility standard," to account for different times of day, establish quiet zones, allow for a noise abatement study when an existing facility perpetually exceeds the established maximum permissible levels, defines who may be held accountable, and allows for city fees for response to noise complaints under certain conditions to be recovered.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Discuss Annual City Council Calendar.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:
Kristin Downs, City Secretary

BACKGROUND/HISTORY:
Discussion regarding special meetings and cancelation of meetings.

POLICY EXPLANATION:
City Council discuss 2021 calendar of events and provide input to staff for planning purposes.

FUNDING SOURCE: ORG AND OBJECT NUMBER
NA

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
NA

ATTACHMENTS:
Attachment 1 - City Council Calendar

November 2021

November 2021

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

December 2021

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 31	Nov 1	2 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	3 10:00am Family Game Day (Rec Center)	4	5	6
7	8 6:00pm Special Meeting - BC Interviews (Briefing Room) - City Council Calendar	9	10	11 3:00pm Council Retreat (HILTON DALLAS ROCKWALL LAKEFRONT (DALRW) 11:30am 10:00am Veterans Day Resource (Armstrong Park.)	12	13 SMU
14	15	16 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	17	18 NLC City Summit - Attend In-Person or Virtual (Salt Lake)	19 [redacted]	20 [redacted] duncanSWITCH - 7:00am Pancake
21 [redacted]	22 [redacted]	23	24	25 City Offices Closed	26	27
28 [redacted]	29 [redacted]	30 6:00pm Special Meeting - Redistricting	Dec 1	2	3	4

ATTACHMENT 1

December 2021

December 2021

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

January 2022

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

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

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Presentation of the Keep Duncanville Beautiful November 2021 Business Beautification Award Plaque and Proclamation to Champions Cove located at 1600 S. Main Street.

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.**

STAFF RESPONSIBLE:
Timothy Hamilton, Parks Superintendent/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Business Beautification Award was designed to fill this goal for commercial property recognition. The KDB Board has nominated Champions Cove located at 1600 S. Main St. as the November 2021 Business Beautification Award recipient.

POLICY EXPLANATION:
Up to one commercial building in Duncanville is recognized each quarter for significant improvements to the exterior portion of a building, landscape improvements, and/or long-term maintenance of the commercial property that exemplifies high quality standards. Award recipients receive recognition at a regular City Council meeting; an article in the City newsletter, the Champion; and a sign to display at their place of business for the month.

The Keep Duncanville Beautiful (KDB) Board nominates the Business Beautification Award. The property must be in good standing with the City's Code Enforcement and Building Inspections Departments.

The KDB Board follows the criteria identified below:

- Property must be retail/professional office/commercial/industrial or other business use.
- Property must be located within the city limits of Duncanville, Texas.
- Significant exterior improvements and/or superior maintenance of the property must be made to the property, or the property is new construction.

Improvements can include new landscaping, repainting a building, paving a parking lot, adding awnings, new signage, etc.

FUNDING SOURCE: ORG AND OBJECT NUMBER
Funds are allocated in the Economic Development/Keep Duncanville Beautiful budget for related expenditures; however, if the recipient is a non-profit the funds are allocated in the Parks budget.

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:
Attachment 1 - Champions Cove
Attachment 2 - Proclamation - Champions Cove

Champions Cove
Active Senior Living

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the City of Duncanville is committed to improving the physical quality of community life; and

WHEREAS, the *Keep Duncanville Beautiful Board* was established to promote this commitment; and

WHEREAS, the mission of the *Keep Duncanville Beautiful Board* is to empower Duncanville citizens and businesses to take responsibility for enhancing their community environment; and

WHEREAS, each quarter the *Keep Duncanville Beautiful Board* recognizes one commercial property within the City for significant improvements to the exterior portion of the property, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards; and

WHEREAS, Champions Cove located at 1600 S. Main St. has been selected as the Business Beautification Award recipient for November 2021.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating Champions Cove located at 1600 S. Main St. and commending this business for contributing to the beautification of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 16th day of November, 2021.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Proclamation designating November 6, 2021 as "Arbor Day" in Duncanville.

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:
Timothy Hamilton, Parks Superintendent/KDB Staff Liaison

BACKGROUND/HISTORY:
Citizens join together across the country to celebrate the benefits of community trees and the work accomplished to plant and maintain them. The State of Texas recognizes Arbor Day on the first Saturday of November. By passing and reciting an official Arbor Day proclamation, public officials demonstrate their support for the community tree program and complete the requirements for becoming a Tree City USA!

POLICY EXPLANATION:
The City of Duncanville recognizes Arbor Day by Proclamation to fulfill Tree City USA requirements.

FUNDING SOURCE: ORG AND OBJECT NUMBER
There is no cost associated with this Proclamation.

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:
Attachment 1 - Proclamation - Arbor Day

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, provide food for human consumption, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our home, fuel for our fires and countless other wood products; and

WHEREAS, trees, wherever they are planted, are a source of youth and spiritual renewal; and

WHEREAS, the City of Duncanville has earned the rank of Tree City USA by the Arbor Day Foundation for 19 consecutive years.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim November 6, 2021 as

ARBOR DAY

in the City of Duncanville, and I urge all citizens to support efforts to protect our trees and woodlands. I further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 16th day of November, 2021.

Mayor, The City of Duncanville

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Proclamation recognizing November, 2021 as Native American Heritage Month.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Kristin Downs, City Secretary

BACKGROUND/HISTORY:
On August 3, 1990, President George H. W. Bush declared the month of November as National American Indian Heritage Month, thereafter commonly referred to as Native American Heritage Month. This commemorative month aims to provide a platform for Native American people in the United States to share their culture, tradition, music, crafts, dance, and ways and concepts of life as well as their concerns and solutions for building bridges of understanding and friendship in the local area.

POLICY EXPLANATION:
The City of Duncanville recognizes various organizations, groups, and individuals for their outstanding contributions to the community by Proclamation.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:
Proclamation - Native American Heritage Month

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, on August 3, 1990 President George H. W. Bush declared the month of November as National American Indian Heritage Month, thereafter commonly referred to as Native American Heritage Month; and

WHEREAS, the President authorized Federal, State and local Governments, groups and organizations and the people of the United States to observe such month with appropriate programs, ceremonies and activities; and

WHEREAS, this commemorative month aims to provide a platform for Native American people in the United States to share their culture, tradition, music, crafts, dance, and ways and concepts of life; and

WHEREAS, this gives Native American people the opportunity to express to their community, and to the city, county and state officials their concerns and solutions for building bridges of understanding and friendship in the local area.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim the month of November 2021 as

Native American Heritage Month

in the City of Duncanville, and I urge all citizens to support local efforts to observe such month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 16th day of November, 2021.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Proclamation designating November 27, 2021, as “Small Business Saturday".

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:
Agustin "Gus" Garcia, Director of Economic Development

BACKGROUND/HISTORY:
Small Business Saturday is an American shopping holiday held on the Saturday after Thanksgiving and during one of the busiest shopping periods of the year. First observed in Roslindale Village, Massachusetts on November 27, 2010, it is a counterpart to Black Friday and Cyber Monday, which feature big box retail and e-commerce stores respectively. By contrast, “Small Business Saturday” encourages holiday shoppers to patronize brick and mortar businesses that are small and local. It was originally created by American Express to support small business but has since expanded into different organizations and cities across the United States in an effort to increase support for small businesses and shopping local.

The purpose of the City of Duncanville recognizing "Small Business Saturday" is to celebrate and support small businesses that create jobs, boost the economy, invigorate neighborhoods in our community, and to encourage residents to shop local.

POLICY EXPLANATION:
The City of Duncanville recognizes various organizations and programs that make positive contributions to the community by Proclamation.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:
Attachment 1 - Proclamation - Small Business Saturday

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, small business is the cornerstone of our free enterprise system and since the birth of this country has represented opportunity, independence, and the fulfillment of dreams for generations of Americans; and

WHEREAS, small business owners who work long hours, juggling family and career responsibilities and serving as community volunteers, are integral to our country's prosperity and to the vibrancy of our community. These entrepreneurs are fundamental to our economy. Through the opportunities offered by the men and women who own and operate small businesses, many of our citizens are able to pursue their dreams of a better life; and

WHEREAS, to recognize "Small Business Saturday" which is Saturday, November 27th, a day to celebrate and support small businesses that create jobs, boost the economy, invigorate neighborhoods in our community, and to encourage Shop Local; and

WHEREAS, the City of Duncanville wishes to recognize small businesses for the important role they play in keeping our local economy strong.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim November 27, 2021 as

SMALL BUSINESS SATURDAY

in the City of Duncanville and urge all our citizens to join with us in this observance, as we celebrate the accomplishments of small business owners and their employees and encourage the development of new small businesses.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 16th day of November, 2021.

_____

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution authorizing the fourth renewal option with Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service, using the City of Grapevine contract #454-2017, for tree maintenance services for an estimated amount up to $85,000.00. All other pricing, terms, and conditions of Contract 454-2017 remain unchanged.

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.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation
Timothy Hamilton, Assistant Director of Parks and Recreation

BACKGROUND/HISTORY:
In the fall of 2013, the City of Duncanville began a new and improved approach to the maintenance of its vast tree infrastructure by providing professional tree maintenance services by proper pruning, removal, and other care. Tree care and pruning is critical in managing both diseased and/or storm-damaged branches and to thin the branches to allow new growth and better air circulation as well as decrease the risk of structural failure that could result in injuries to the users of City of Duncanville properties. Large trees require climbing, heavy saws and aerial bucket trucks in order to provide the best and most adequate care in this area. The City of Duncanville does not have the equipment, truck, nor trained staff for tree maintenance services. These specialized services are primarily utilized by the Parks and Recreation Department's Parks Grounds Maintenance activity in providing adequate tree service for its responsible park sites and city owned property. The Public Works' Street Maintenance activity also utilizes this service for removing trees from the City's streets, street rights of way, and drainage easements.

POLICY EXPLANATION:
The tree maintenance services are available from Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service through an Interlocal Cooperative Contract #454-2017 initially awarded by the City of Grapevine August 17, 2018, and has been renewed annually since with unit prices per task. Arbor Masters Tree Service was the contractor previously performing this work for the City of Duncanville and the City staff is pleased with their performance. This authorization will be for the period of November 16, 2021, through August 17, 2022, for an estimated amount of $85,000.00.

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: ORG AND OBJECT NUMBER
FY22 Tree Maintenance Services - 01044600-700450, 01066200-700450

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
01044600-700450 - Available Budget - $602,050.00, Purchase Amount - $60,000.00, Remaining Budget after Purchase - $542,050.00; 010662000-700450 - Available Budget - 1,827,000.00, Purchase Amount - $25,000.00, Remaining Balance - $1,802,000.00

ATTACHMENTS:
Attachment 1 - Arbor Masters Tree Service Contract
Attachment 2 - Contract Renewal Letter
Attachment 3 - Resolution No. - 2019-026R2 - Tree Maintenance Services

ATTACHMENT 1

Annual Contract Sale of Services
Primary Contractor

This agreement is made between the City of Grapevine, Texas, 200 S. Main St., Grapevine, Tarrant County, Texas, in this agreement referred to as Buyer, and Arbor Masters Tree Service located at 5317 Superior Parkway, Suite 217, Fort Worth, Tarrant County, Texas in this agreement referred to as seller.

SECTION ONE: DESCRIPTION OF SERVICES TO BE RENDERED:

The services to be rendered under this agreement are described as an Annual Contract for Tree Maintenance Services as Primary Contractor under the specifications listed in RFB 454-2017 as issued and awarded by the City of Grapevine, Texas on August 1, 2017 and blanket purchase order number PO-21357. All services shall be in accordance with the specifications and Terms and Conditions of the RFB and purchase order.

SECTION TWO: TERM OF CONTRACT

The contract term shall begin on August 18, 2017 and end on August 17, 2018. This contract contains four optional one year renewals.

SECTION THREE: OPTION TO RENEW

Any renewal options shall be in accordance with City Council approval on the date specified in Section Two of this agreement. If approved, the agreement shall renew by written notification of the seller to the Buyer that the seller will renew the contract until all renewal options have expired. The Seller shall have the right to decline in writing any request by the Buyer to renew the contract. The Buyer shall have the right to decline any offer made by the seller to renew the contract.

SECTION FOUR: OPTION TO TERMINATE AGREEMENT

The Buyer and Seller will have the right and option to terminate the agreement for any reason upon thirty days written notice. Should the Seller, for any reason, not be able to perform the services described in this contract the Buyer shall have the right to cancel the agreement immediately and purchase the services from the best available source.

SECTION FIVE: BLANKET ORDER FOR THE SALE OF SERVICES

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

SECTION SIX: ANNUAL PRICING AGREEMENT

All pricing is per the bid award or as agreed upon in writing between the Buyer and the seller and shall remain firm during each contract or renewal period. Price adjustments may only be considered at the end of each renewal period. Any price adjustment must be requested by the Seller in writing and approved in writing by the Buyer.

SECTION SEVEN: SELLERS OBLIGATIONS

The seller shall fully and timely provide all services ordered or as scheduled and as described in the attached purchase order and in the sellers offer in strict accordance with the terms,

covenants, and conditions of this agreement. Services shall be delivered in accordance with all applicable Federal, State, and local laws, rules, and regulations.

SECTION EIGHT: SELLER TO DETAIL SERVICES

The seller shall deliver services in accordance with good commercial practice and shall include a detailed description of the services rendered with each invoice submitted.

SECTION NINE: DELIVERY TERMS AND TRANSPORTATION CHARGES

Should deliverables NOT be required under this agreement then this section does not apply. Should deliverables be required with the services rendered, the deliverables shall be shipped F.O.B. point of delivery. The Seller's price shall be deemed to include all delivery and transportation charges. The Buyer shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be as specified by the requesting department.

SECTION TEN: RIGHT OF INSPECTION AND REJECTION

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

SECTION ELEVEN: INVOICES

The Seller shall submit invoices on each purchase order release after each service rendered. Invoices shall indicate the purchase order number and the contract agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Unless otherwise instructed in writing, the Buyer may rely on the remittance address specified on the Seller's invoice. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The Buyer will furnish a tax exemption certificate upon request.

SECTION TWELVE: PAYMENT ON RECEIPT

Buyer shall make payment for the services rendered at the time when, and at the place where, the services are received by Buyer. All proper invoices received by the Buyer will be paid within 30 days of the Buyer's receipt of the services rendered or of the invoice, whichever is later. The Buyer may withhold or set off the entire payment or part of any payment otherwise due the Seller to such extent as may be necessary on account of: i. services rendered that are considered defective or non-conforming by the Seller; ii. third party claims, which are not covered by the insurance which the Seller is required to provide, are filed or reasonable evidence indicating probable filing of such claims; iii. failure of the Seller to pay Sub Contractors, or for labor, materials or equipment; iv. damage to the property of the Buyer or the Buyer's agents, employees or Sellers, which is not covered by insurance required to be provided by the Seller; v. reasonable evidence that the Seller's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; vi. failure of the Seller to submit proper invoices with all required attachments and supporting documentation; or vii. failure of the Seller to comply with any material provision of the Contract Documents.

ATTACHMENT 1

SECTION THIRTEEN: RISK OF LOSS

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

SECTION FOURTEEN: WARRANTY OF NO ENCUMBRANCES

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

SECTION FIFTEEN: WARRANTY OF PRICE

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

SECTION SIXTEEN: DEFAULT

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

SECTION SEVENTEEN: FRAUD

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

SECTION EIGHTEEN: INDEMNIFICATION

The Seller shall defend indemnify, and hold the City of Grapevine, its successors, assigns, officers, employees and elected officials harmless from and against all indemnified claims arising out of, incident to, concerning or resulting from the fault of the Seller, or the Seller's agents, employees or sub-Contractors, in the performance of the Seller's obligations under the contract. Nothing herein shall be deemed to limit the rights of the City of Grapevine or the seller (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.

SECTION NINETEEN: WAIVER OF SUBROGATION

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

SECTION TWENTY: NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered

three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Seller shall be sent to the address specified in the Seller's Offer, or at such other address as a party may notify the other in writing. Notices to the Buyer shall be addressed to the City of Grapevine at 501 Shady Brook, Room 108, Grapevine, Texas 76051 and marked to the attention of the Purchasing Division.

SECTION TWENTY-ONE: JURISDICTION AND VENUE

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

SECTION TWENTY-TWO: INVALIDITY

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

SECTION TWENTY-THREE: CLAIMS.

If any claim, demand, suit, or other action is asserted against the Seller which arises under or concerns the Contract, or which could have a material adverse effect on the Seller's ability to perform under the Seller shall give written notice thereof to the City within ten days after receipt of notice by the Seller. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Grapevine City Attorney.

SECTION TWENTY-FOUR: DOCUMENTS INCLUDED WITH THIS CONTRACT

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

- Blanket Purchase Order
- Form 1295

ATTACHMENT 1

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

SELLER:

Signature	Arbor Masters tree Service Company Name
Mark Hance Typed/Printed Name	1510 Jelmak st. Company Address
Manager Company Title	Grand Prairie TX 75050 City State Zip

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Seller Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark Hance known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of _____, a Texas corporation, and as _____, thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of August 2017.

Anita Barnett
Notary Public In and For the State of Texas

ANITA BARNETT
NOTARY PUBLIC - STATE OF TEXAS
ID# 130729960
COMM. EXP. 07-08-2020

Anita Barnett
Notary's Printed Name

My Commission Expires: 7/8/2020

ATTACHMENT 1

BUYER

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

THE STATE OF TEXAS §

Buyer Acknowledgement

COUNTY OF TARRANT§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jennifer Hibbs known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Grapevine, Texas, a Texas municipal corporation, and as Asst. City Manager thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of August, 2017.

MICHELLE LYNN GAMBARO
Notary Public, State of Texas
Comm. Expires 04-13-2021
Notary ID 131087759

Michelle Lynn Gambaro
Notary Public In and For The State of Texas

Michelle Lynn Gambaro
Notary's Printed Name

My Commission Expires: 4/13/21

ATTACHMENT 1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-253607

Date Filed:
08/24/2017

Date Acknowledged:
08/24/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Arbor Masters Tree Service, Inc.
Grand Prairie, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Grapevine

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB 454-2017
Tree Maintenance Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.3337

ATTACHMENT 1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-253607

Date Filed:
08/24/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Arbor Masters Tree Service, Inc.
Grand Prairie, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Grapevine

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB 454-2017
Tree Maintenance Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ANITA BARNETT
NOTARY PUBLIC - STATE OF TEXAS
ID# 130729960
COMM. EXP. 07-08-2020

Mark Hance
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark Hance, this the 24th day of August, 20 17, to certify which, witness my hand and seal of office.

Anita Barnett — Signature of officer administering oath
Anita Barnett — Printed name of officer administering oath
Office Manager — Title of officer administering oath

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.3337

ATTACHMENT 2

Renewal Notification

Arbor Masters Tree Service
Attention: Mark Hence, Heather Dirksen
mhance@arbormasters.com
5317 Superior Parkway, Suite 217
Fort Worth, Texas 76106

August 18, 2021

Re: **CONTRACT RENEWAL LETTER**
City of Grapevine Contract with Renewals: RFQ 454-2017
Contract Title: Tree Maintenance Services
Renewal Options: Final optional renewal
Renewal period: August 18, 2021 through August 17, 2022
Renewal Purchase Order: PO-23359

The City of Grapevine has decided to renew the Primary Contract based on your renewal confirmation with under the same Terms and Conditions for the renewal period noted.

All invoices must reference the current Purchase Order for Tree Maintenance Services. Please return the attached documents and a current Insurance Certificate if required in the contract. The City appreciates your excellent service and commitment to our needs on this contract and we look forward to continuing this successful business relationship.

Please sign this Contract Renewal letter and return to Lance Wright at lwright@grapevinetexas.gov or fax 817-410-3066 within five business days of notification.

Please let me know if you have any questions.

Sincerely,

Lance Wright
Purchasing Agent

ATTACHMENT 2

ACCEPTANCE

Date: 7/22/2021

Signed: _____

Printed name: Heather Dirksen, President

Attachment: Renewal Purchase Order

Purchasing (817) 410-3335; Fax (817) 410-3066
Office Address: 501 Shady Brook Drive, Room #108, Grapevine, Texas 76051

RESOLUTION NO. 2019-026R2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS AUTHORIZING THE FOURTH RENEWAL OPTION WITH SHAWNEE MISSION TREE SERVICE, INC. DBA ARBOR MASTERS TREE SERVICE, USING THE CITY OF GRAPEVINE CONTRACT #454-2017, FOR TREE MAINTENANCE SERVICES FOR AN ESTIMATED AMOUNT UP TO EIGHTY FIVE THOUSAND DOLLARS AND ZERO CENTS ($85,000.00). ALL OTHER PRICING, TERMS, AND CONDITIONS OF CONTRACT 454-2017 REMAIN UNCHANGED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide effective, efficient, and safe care of the City's tree inventory; and

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

WHEREAS, the City of Grapevine has taken competitive sealed bids for tree maintenance services; and

WHEREAS, the lowest responsible bid was awarded to Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service.

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 annual procurement of tree maintenance services with Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service, in the unit amount bid through a City of Grapevine contract #454-2017 with an estimated annual expenditure of $85,000.00.

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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution approving the terms and conditions of an Interlocal Agreement by and between City of Duncanville and Region 8 Education Service Center through a program known as the Interlocal Purchasing System (TIPS).

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **6. Become a "best-practices" organization**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Omotayo Sokale, Purchasing Manager
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
Local Government Code Section 271.102 provides voluntary participation in cooperative purchasing programs with another local government or a local cooperative. The City recommends entering into a cooperative purchasing agreement with the Region 8 Education Service Center to purchase goods and services using contracts that the Cooperative has approved. These agreements will be used when volume and type are compatible.

POLICY EXPLANATION:
Cooperative Purchasing is considered a "best practice" for government organizations. The Institute for Public Procurement's (NIGP) Government Procurement Magazine, in its February/March 2014 issue, states that "...the use of cooperative contracts to deliver savings and save staff resources has become a widespread best practice for purchasing professionals…" The State of Texas Local Government Code allows for government agencies to voluntarily participate in these cooperative arrangements. These arrangements also allow Cities to take advantage of higher volumes from other organizations. The State of Texas's statute also exempts any competitive processes when participating in a cooperative purchasing program. The advantage of cooperative purchasing is that it saves time and money and allows local government choice. The City of Duncanville is a member of several statewide and national cooperatives such as the State of Texas Cooperative, U.S. Communities Government Purchasing Alliance, Houston-Galveston Area Council Buy (HGACBuy), The Cooperative Purchasing Network (TCPN®), the Local Government Purchasing Cooperative (BuyBoard), and the Purchasing Solutions Alliance (Brazos Valley Council of Governments' PSA). Additionally, the City of Duncanville has Interlocal Cooperative Purchasing agreements with the following agencies: the cities of Allen, Bedford, Dallas, Flower Mound, Fort Worth, Garland, Grand Prairie, Grapevine, Richardson, Rowlett, Seagoville, and Dallas and Tarrant counties. Additionally, the City of Duncanville is a founding charter member of the Best Southwest Purchasing Cooperative, consisting of the cities of Cedar Hill, DeSoto, Lancaster, Midlothian, Red Oak, and Venus; this Cooperative was established in 1999.

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges, and universities in improving student performance and increasing the efficiency and effectiveness of school, college, and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 et seq as amended. Cooperative Purchasing Services are extended to all Texas State, City, and County Government Agencies.

FUNDING SOURCE: ORG AND OBJECT NUMBER
NA - Membership is free

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
NA

ATTACHMENTS:
Attachment 1 - Resolution No. - 2021-083 - Interlocal - Membership with Region 8 Education Service Center - TIPS

RESOLUTION NO. 2021-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN CITY OF DUNCANVILLE AND REGION 8 EDUCATION SERVICE CENTER THROUGH A PROGRAM KNOWN AS THE INTERLOCAL PURCHASING SYSTEM (TIPS), AS PROVIDED IN EXHIBIT 'A', ATTACHED HERETO AND INCORPORATED HEREIN; DESIGNATING THE CITY MANAGER AS OFFICIAL REPRESENTATIVE OF THE CITY OF DUNCANVILLE RELATING TO THE PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville has been presented a proposed Interlocal Agreement by and between the Regional 8 Education Service Center and the City of Duncanville, and is found to be acceptable and in the best interests of the City of Duncanville and its citizens, said Interlocal Agreement is hereby approved; and,

WHEREAS, the City of Duncanville, Texas, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, and 791.001 of the Texas Government Code, desires to participate in the described purchasing program offered by the Region 8 Education Service Center, and are of the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized; and,

WHEREAS, the City of Duncanville wishes to utilize the contract services and products available through the Regional 8 Education Service Center annual contracts.

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

SECTION 1. That the City Council hereby approve Cooperative Agreement by and between City of Duncanville and Regional 8 Education Service Center to permit the City of Duncanville to utilize all contracts, as provided 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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

AN INTERLOCAL AGREEMENT Between
Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

_____ _____-_____
TEXAS PUBLIC ENTITY NAME Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center 225 - 950
Pittsburg, Texas County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective_____and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:
- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:
- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

EXHIBIT A

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

EXHIBIT A

into an Agreement to provide cooperative purchasing opportunities to public agencies.
This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Member Entity:

_____
Entity or District Name

By: _____
Authorized Signature

Print Name: _____

Title: _____

_____
Date

Purchasing Cooperative Lead Agency:

Region 8 Education Service Center

By: _____
Authorized Signature

Dr. David Fitts
Title: Executive Director Region 8 ESC

_____
Date

Public Entity Contact Information

_____ _____
Primary Purchasing Person Name Fax Number

_____ _____
Street Address Primary Person Email Address

_____ _____
City, State Zip Secondary Person Name

_____ _____
Telephone Number Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution authorizing purchase of Library Materials (Books) from Brodart Company through the COOP Texas SmartBuy contract #715-M2, with an estimated expenditure amount of $65,000.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Julio Velasquez, Library Director
Tayo O. Sokale, Purchasing Manager

BACKGROUND/HISTORY:
The City of Duncanville purchases and processes between 4,000 and 6,000 new library materials annually. The City currently has one library branch located at 201 James Collins Boulevard. The Duncanville Public Library provides a collection of materials in various formats for loan as well as in-house use. The collection contains over 100,000 items, with annual circulation of about 90,000. Items include books in various languages and bindings, DVDs, and audiobooks on CD.

POLICY EXPLANATION:
The City has been purchasing books from Brodart Company for over eighteen years. In recent years, various cooperative contracts have been utilized, primarily via the Texas Comptroller's Office. This contract is effective through October 31, 2022, and offers discounts from the book list price. Staff estimates contract expenditures over the next twelve months of $65,000.00. In FY21, the City spent $50,000 with Brodart Company.

This authorization would cover the purchase of this commodity on an as-needed basis through October 31, 2022.

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

FUNDING SOURCE: ORG AND OBJECT NUMBER
01011600-700887

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
Available budget = $94,384, Purchase Amount = $65,000, Remaining budget = $29,384

ATTACHMENTS:

Resolution No. - 2021-085 - Library Materials - Brodart - Pdf

RESOLUTION NO. 2021-085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING PURCHASE OF LIBRARY MATERIALS (BOOKS) FROM BRODART COMPANY THROUGH THE COOP TEXAS SMARTBUY CONTRACT #715-M2, WITH AN ESTIMATED EXPENDITURE AMOUNT OF $65,000.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide library books for the public's use; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with COOP Texas Smartbuy through Texas Comptroller of Public Accounts for products and services; and

WHEREAS, the Texas Comptroller of Public Accounts has taken competitive sealed bids and awarded contract #715-M2 to Brodart Company for the purchase of library materials which includes books; and

WHEREAS, the City of Duncanville estimates that its purchases will exceed $50,000.00 and thus purchases from 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, Texas authorizes purchases to be made from Brodart Company through COOP Texas Smartbuy contract #715-M2 in accordance with the contract pricing heretofore attached as Exhibit "A".

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

SECTION 3. The City Council of the City of Duncanville authorizes purchases to be made in the amount of $65,000.00.

SECTION 4. That purchases made are subject to Council approval of the applicable fiscal year budget providing for or covering such contract item as an expenditure therein. Should funding not be approved by the City Council for any given budget year during the contract term, the authorization will terminate and become null and void.

SECTION 5. 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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

Contract Item List
Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services

Brodart Co.

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
Electronic and Digital Materials					
Category 1	Digital pre-loaded; all-in-one audio books	22%	22%	22%	22%
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	N/A	N/A
Print Materials					
Category 5	Adult trade; fiction/non-fiction hardbound	46.50%	46.50%	46.50%	46.50%
Category 6	Adult trade; fiction/non-fiction paperback	40%	40%	40%	40%
Category 7	Juvenile trade; fiction/non-fiction hardbound	46.50%	46.50%	46.50%	46.50%
Category 8	Juvenile trade; fiction/non-fiction paperback	40%	40%	40%	40%
Category 9	Mass market paperback; rack	40%	40%	40%	40%
Category 10	Non-trade publication; hardbound	12%	12%	12%	12%
Category 11	Non-trade publications; paperback	12%	12%	12%	12%
Category 12	University press	12%	12%	12%	12%
Category 13	Adult library bound; fiction/non-fiction	23%	23%	23%	23%
Category 14	Juvenile library bound; fiction/non-fiction	23%	23%	23%	23%
Category 15	Pre-bound hardbound	N/A	N/A	N/A	N/A
Category 16	Pre-bound paperback	23%	23%	23%	23%
Nonstandard Formats					
Category 17	Music/Audio Compacts Disc; Pre-recorded	N/A	N/A	N/A	N/A
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films	N/A	N/A	N/A	N/A
Category 20	Spoken word/audio compact disc pre-recorded; abridged	40%	40%	40%	40%
Category 21	Spoken word/audio compact disc pre-recorded; un-abridged	40%	40%	40%	40%
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	40%	40%	40%	40%

*N/A = not awarded

EXHIBIT A

Contract Item List
Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services

Brodart Co.

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	.99	Brodarts Starter Cataloging & Processing Service.
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	1.24	Brodarts Starter Cataloging & Processing Service. The pricing reflects the RFID tag being supplied by the library, Brodart applied and linked.

Processing Services	Base Price	Description
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP
Full MARC Record	.25	per item - Starter cataloging record
Mylar Jacket	.55	per item - supplied and applied by Brodart tape or glued
Barcode Label	.19	per item - supplied and applied by Brodart
Label (per application-Customer supplied)	.15	per label - customer supplied
Label (per application-Vendor supplied)	.19	per label - Brodart supplied
Genre Label	.19	per label - Brodart supplied
Spine Label	.19	per label - Brodart supplied
Label Protector	.20	per label protector - Brodart supplied
Pocket (paper)	.15	per item - Brodart supplied
Pocket (vinyl)	.20	per item - Brodart supplied
Property Stamp (per impression)	.15	one stamp per location
Spine Tape (inside)	.25	per item - 1" tape applied to inside cover
Spine Tape (Outside)	.25	per item - 1" tape applied to outside cover

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	N/A	N/A
Format Conversion Service	N/A	N/A
Hub Label (per application)	N/A	N/A
Shrink Wrap Removal	N/A	N/A
DVD/CD Case, Holds Single Disc (Paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (Plastic)	N/A	N/A
DVD/CD Case, Holds Multiple Discs	N/A	N/A
DVD/CD Case, Locking	N/A	N/A
Spoken Audio CD Case; Various Capacities	N/A	N/A

EXHIBIT A

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	2.00	BrodartGuard - Paperback reinforced with laminate to increase circulation durability.
Vinyl Laminate; Various Thicknesses	4.50	BrodartConvert - Paperbacks transformed into hardcovers for little more than the cost of a paperback.

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	.35	*This pricing reflects the RFID tag being supplied by the library.*
RFID ("universal" tag programmed and applied)	.25	This pricing reflects the RFID tag being supplied by the library.
CD/DVD Overlay RFID Tag	N/A	N/A
Theft Deterrent Tape/Strip	.45	3M and Checkpoint

Additional Processing Components

Flex Cataloging & Processing Services - $2.70 (Includes custom MARC record, mylar jacket or label protector, date or property stamp, spine label, genre label and barcode label)

Compleat Cataloging & Processing service - $3.25 - $4.50 depending on Cataloging specifications and Processing components

Vendor supplied universal RIFD tag and barcode number encoding - $.60 per item

TIPS -Collection Development Services
Collection Builder (Customized Selection Lists)
Collection Builder Custom Selection Lists — No Charge

FASTips (Standing Orders)
FASTips Profiles — No Charge

TIPS Profiles (Profiled Selection Lists)
Silver TIPS — No Charge
Diamond TIPS
Up to 3 profiles for $100 monthly
Up to 8 profiles for $200 monthly
Up to 15 profiles for $300 monthly

EXHIBIT A

Contract Details: # 715-M2

Number	715-M2
Description	Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Category	Managed
Type	Term
Start Date	6/29/2020
End Date	10/31/2022
Purchase Category Code(Agencies Only)	PCC C
Optional Renewal Terms	November 1, 2022, through October 31, 2023 November 1, 2023, through October 31, 2024
Purchase Orders	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.
NIGP Code(s)	525-10 525-20 525-40 715-04 715-05 715-10 715-46 715-55 956-10
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov)
Contract Items and Pricing	**Customers should contact the applicable company representative in order to set up an account.** 715-M2 Baker & Taylor, LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&T%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Brodart Co. Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Ingram Library Services LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Midwest Library Service, Inc. Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 Midwest Tape, LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf) 715-M2 ProQuest, LLC Price Sheet (http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf)
Warranty Details	**Warranty/Guarantee** Each product proposed is to be warranted against defects in workmanship and material for a period of ninety (90) days or the duration of the manufacturer's standard warranty, whichever is longer, following Customer's acceptance. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten (10) working days after receipt. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor or Contractor's designee with such request, regardless of the amount of time required to complete the requested warranty service or repair. It is the intention of the parties to this Contract that Contractor's warranty obligations hereunder will survive the termination of this Contract. **Replacement** 1) Contractor must guarantee replacement of improperly manufactured products due to defective materials or product during the initial Contract period and any exercised renewal options. 2) Contractor must guarantee replacement or compensation to Customer if Contractor damages Customer's property when applying ancillary or processing services. 3) The replacements must be processed and received by the Customer within two weeks of written notification. 4) Contractor will provide replacement free of any charge, including any shipping necessary to return the product when necessary. 5) Contractor will either replace the product with new product or refund the full purchase price of the product, whichever the Customer prefers.
Adding New Products to the Contract	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov).

EXHIBIT A

Delivery Delays by Contractor	If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).
Compliant Products by Contractor	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
Purchase Order Cancellation	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.
Restocking Fee for Returned Products	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.
Substitutions	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
Contractor Performance	The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of $25,000 or more from contracts administered by CPA, or any other purchase of $25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under $25,000. Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM (https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/). The purpose of the Vendor Performance Tracking System is to: • Identify vendors that have exceptional performance • Aid purchasers in making a best value determination based on vendor past performance • Protect the state from vendors with unethical business practices • Track vendor performance for delegated and exempt purchases

Contractors Information

VID: 14731799749
Contractor: Baker & Taylor, LLC
Contact Name: Wendy Hardy
Email: wendy.hardy@baker-taylor.com
Phone: (800) 775-1200 x2776
Alternate Contact Name: Stefanie Kremer
Alternate Email: stefanie.kremer@baker-taylor.com
Alternate Phone: (704) 998-3135
Address: 2550 West Tyvola Road Suite 300 Charlotte, NC 28217

VID: 12322487583
Contractor: Brodart Co.
Contact Name: Mary Miller
Email: mary.miller@brodart.com
Phone: (800) 233-8467
Alternate Contact Name: Lisa Miosi
Alternate Email: lisa.miosi@brodart.com
Address: 500 Arch Street Williamsport, PA 17701

VID: 16217466966
Contractor: Ingram Library Services LLC
Contact Name: Stephen Casey
Email: stephen.casey@ingramcontent.com
Phone: (214) 952-6310
Alternate Email: ils.orders@ingramcontent.com
Address: One Ingram Blvd. La Vergne,TN 37086

VID: 14308345058
Contractor: Midwest Library Service, Inc.
Contact Name: Trish Banta
Email: banta@midwestls.com
Phone: (800) 325-8833
Alternate Contact Name: Herbert Lesser
Alternate Email: hlesser@midwestls.com
Address: 11443 St. Charles Rock Rd. Bridgeton, Missouri 63044

VID: 13714996868
Contractor: Midwest Tape, LLC
Contact Name: Janet Timm
Email: jtimm@midwesttape.com
Phone: (800) 875-2785
Alternate Contact Name: Jeffery Jankowski
Alternate Email: jjankowski@midwesttape.com
Alternate Phone: (419) 868-9370
Address: PO Box 820 Holland, OH 43528

VID: 13920538553
Contractor: Proquest, LLC
Contact Name: Jess Snyder
Email: Proposals@proquest.com
Phone: (248) 496-1065
Address: Proquest, LLC 789 E. Eisenhower Parkway Ann Arbor, MI 48106

EXHIBIT A

VID: 10203021430
Contractor: Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO
Contact Name: Bonnie LaRose
Email: bidadmin@ybp.com
Phone: (800) 258-3774 x8895
Alternate Contact Name: Kate Hartnett
Alternate Email: khartnett@ybp.com
Alternate Phone: (800) 258-3774 x8808
Address: 999 Maple Street Contoocook, NH 02339

Texas Comptroller of Public Accounts
Glenn Hegar

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- Contact Us (http://comptroller.texas.gov/about/contact/)

POLICIES

- Privacy and Security Policy (https://comptroller.texas.gov/about/policies/privacy.php)
- Accessibility Policy (https://comptroller.texas.gov/about/policies/accessibility.php)
- Link Policy (https://comptroller.texas.gov/about/policies/link.php)
- Texas.gov (http://texas.gov)
- Search from the Texas State Library (https://www.tsl.texas.gov/trail/index.html)
- Texas Homeland Security (http://www.dhs.gov/geography/texas)
- Texas Veterans Portal (https://veterans.portal.texas.gov/)
- Public Information Act (https://comptroller.texas.gov/about/policies/public-information-act.php)
- Texas Secretary of State (http://www.sos.state.tx.us/)
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov (http://www.texas.gov/)
- Texas Records and Information Locator (TRAIL) (http://www.tsl.state.tx.us/trail/)
- Statewide Portal Policy (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%2(
- Texas Veterans Portal (http://veterans.portal.texas.gov)

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution authorizing the annual procurement for the senior meal program with Visiting Nurse Association of Texas, using interlocal cooperative contract with the City of Grand Prairie contract #17124, with an estimated amount of $200,000.00 for the FY 2022.

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

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 2022 City of Grand Prairie annual contract include:

- Terms - October 1, 2021 - September 30, 2022
- Renewals - fourth and final (1) year renewal 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 the annual purchase cost of meals for the D.L. Hopkins Jr. Senior Center and is estimated at $200,000.00 for the projected 50,891 meals. 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 pandemic. The Hopkins Senior Center now offers indoor congregate meals in addition to the curbside meals. 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, the center receives an average of $0.30 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 ($9.11) 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 2021 and 2022. 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: ORG AND OBJECT NUMBER
FY22 VNA Contract for Senior Meals - 13014000-700450

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
Available Budget - $200,000.00, Purchase Amount - $200,000.00, Remaining Budget after Purchase - $0.00

ATTACHMENTS:
Attachment 1 - Resolution No. - 2020-004R2 - VNA Contract for Senior Meals

RESOLUTION NO. 2020-004R2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING TO RENEW FOR FY 2022 ANNUAL PROCUREMENT USING INTERLOCAL COOPERATIVE CONTRACT #17124 WITH THE CITY OF GRAND PRAIRIE IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($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 100-130 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"; and

WHEREAS, following the closure of the D.L. Hopkins Jr. Senior Center due to COVID-19, meal service for seniors has now transitioned to a drive through, delivery, and in person 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 renew for FY 2022 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 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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

DALLAS AREA AGENCY ON AGING

CONTRACT FOR

OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS

COUNTY OF DALLAS

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 2 Code of Federal Regulations (CFR) Part 200; 45 CFR 132F; 45 CFR 91, and 1321, et seq.; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, January 2001; and all applicable Texas Department of Aging and Disability Services (DADS) and Area Agencies on Aging (AAA) and Long-Term Care Ombudsman Program rules as published in Title 26 Texas Administrative Code (TAC) Chapters 81, 83, and 85; and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the Dallas Area Agency on Aging, hereinafter referred to as DAAA, and **The City of Duncanville**, hereinafter referred to as SUBRECIPIENT. Whereas the State of Texas, acting through Texas Health and Human Services (HHS), has designated the Community Council of Greater Dallas to act as grantee for the Area Agency on Aging (AAA), to be known as the Dallas Area Agency on Aging; and whereas the AAA is the designated authority under the OAA to administer OAA funds, DAAA and SUBRECIPIENT hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2021, and end on September 30, 2022.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by DAAA of an amended budget.

EXHIBIT "A"

DALLAS AREA AGENCY ON AGING

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OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS

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VI. SCOPE AND PROVISION OF SERVICES

SUBRECIPIENT agrees to provide the services and activities necessary to comply with their approved FY2022 Proposal for Services. SUBRECIPIENT'S approved FY2022 Proposal for Services is incorporated by reference into this Agreement as if set forth fully herein. The last approved budget, whether original or amended, shall be deemed applicable to this contract from the date of approval.

SUBRECIPIENT assures compliance with the following provisions relating to the services covered by this contract.

a. Eligibility – The services covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.

b. Residency – No requirements as to duration of residence of citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.

c. Prohibition of Means Test for Services – SUBRECIPIENT shall provide all services funded by the Older Americans Act, as amended, without the use of any means test to determine eligibility for services.

d. Services to Private Membership Prohibited – SUBRECIPIENT shall ensure that participation in nutrition site, senior center, adult day care or other support services under the Older Americans Act is not limited to membership in a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. Membership is never a prerequisite to receive an Older Americans Act funded service.

VII. TARGETING, OUTREACH AND COORDINATION

SUBRECIPIENT shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved FY2022 Proposal for Services, assure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on: (1) older individuals with greatest economic need (with particular attention to low-income minority individuals); (2) older individuals who have greatest social need (with particular attention to low-income minority individuals); (3) older individuals with severe disabilities; (4) older individuals with limited English proficiency; (5) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (6) older individuals at risk for institutional placement.

SUBRECIPIENT shall establish procedures and mechanisms necessary to assure effective outreach and coordination within the local aging network to assure that various activities and programs operate pursuant to the Older Americans Act and 42 U.S.C. 3001 et seq. Outreach activities must be documented and must include, at a minimum, the type of outreach activities conducted, and the number of contacts made.

SUBRECIPIENT shall be actively involved in the local aging network through coordination with other Title III contractors and social service agencies to plan, identify and assess the need for services. Where appropriate and feasible, SUBRECIPIENT will work cooperatively with other entities to develop collaborative programs. The DAAA is responsible for identifying focal points

within the region and these facilities are established to encourage the maximum collocation and coordination of services for older individuals. A list of the DAAA focal points is attached.

VIII. PERFORMANCE MEASURES

SUBRECIPIENT shall provide Congregate Meals to eligible participants. A unit of service is defined as **one meal.** The number of units of service under this project for the contract period shall be approximately **13,500 meals.** The number of unduplicated persons receiving services shall be approximately **270** eligible participants.

SUBRECIPIENT shall provide Home Delivered Meals to eligible participants. A unit of service is defined as **one meal.** The number of units of service under this project for the contract period shall be approximately **4,500 meals.** The number of unduplicated persons receiving services shall be approximately **270** eligible participants.

COVID-19 Flexibilities.
On March 13, 2020, Governor Abbott declared a state of emergency for Texas due to the novel coronavirus (COVID-19) pandemic.
On the same date, President Donald J. Trump declared a national public health emergency. In response to the public health emergency, guidance from state and federal leaders emphasized the need for social distancing and limiting contact with others. To ensure AAAs and meal providers could meet the immediate nutritional needs of older Texans and to support access to Older Americans Act (OAA) services during the public health emergency, the Texas Health and Human Services Commission (HHSC) implemented temporary disaster-related flexibilities to certain state-specific OAA program requirements.

The emergency measures referenced above continue to be necessary given the current public health issues related to COVID 19 and its variants. This requires continued flexibility in for meal providers and their funders. Therefore, the flexibility of accommodating the total of meals (between congregate and home delivered meals) provided under both services (Congregate Meals and Home Deliver meals) is acceptable. Subrecipients are still expected to mee the nutritional needs of clients and to provide the number of meals necessary to meet those goals.

SUBRECIPIENT shall notify and request approval from DAAA for service delivery to vary from the number of contracted units of service or the number of unduplicated persons receiving the service by five percent or more (+/-5%)

IX. FUNDING OBLIGATIONS

SUBRECIPIENT acknowledges DAAA obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited to monies received from the Administration for Community Living (ACL), the State of Texas, and any other originating funding source.

SUBRECIPIENT understands that Texas Health and Human Services (HHS) operates on a reimbursement basis. Therefore, SUBRECIPIENT must have sufficient financial solvency to sustain said contract performance until adequate funds are received by DAAA to compensate said SUBRECIPIENT.

DAAA shall not be liable to SUBRECIPIENT for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but

not limited to, terms governing SUBRECIPIENT'S promised performance and unit rates and/or reimbursement capitations specified.

DAAA shall not be liable to SUBRECIPIENT for any expenditures which are not allowable costs under 2 CFR Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHS.

DAAA shall not be liable to SUBRECIPIENT for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of HHS rules, UGMS, or this contract.

De-obligation of funds shall occur based on year-to-date expenses. SUBRECIPIENT shall incur 50% of the projected expenses identified in the project budget by March 31, 2022, and at the monthly incremental equivalent percentages thereafter, through 100% by September 30, 2022. Otherwise, the DAAA may de-obligate those funds, making them no longer available for use by SUBRECIPIENT. If necessary, a notification shall be issued by the DAAA reducing the allocation by the amount in question and requiring submission of a budget amendment.

X. COMPENSATION AND ACKNOWLEDGEMENT

DAAA agrees to make payment to SUBRECIPIENT in the amounts and upon the terms and provisions as set forth in SUBRECIPIENT'S budget, and all attachments to this contract, and SUBRECIPIENT agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement requests, and programmatic reports.

Congregate Meals - DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **$8.27** for Title III units. Title III compensation for the provision of services shall not exceed **$108,543.75**. The SUBRECIPIENT will provide a match of at least **$11,025.00.** The unit rate for meals purchased with match funds shall be **$9.11**.

Home Delivered Meals - DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **$9.08** for Title III units. Title III compensation for the provision of services shall not exceed **$39,725.00**. The SUBRECIPIENT will provide a match of at least **$4,069.00.** The unit rate for meals purchased with match funds shall be **$10.01**.

COVID-19 Flexibilities.
On March 13, 2020, Governor Abbott declared a state of emergency for Texas due to the novel coronavirus (COVID-19) pandemic.
On the same date, President Donald J. Trump declared a national public health emergency. In response to the public health emergency, guidance from state and federal leaders emphasized the need for social distancing and limiting contact with others. To ensure AAAs and meal providers could meet the immediate nutritional needs of older Texans and to support access to Older Americans Act (OAA) services during the public health emergency, the Texas Health and Human Services Commission (HHSC) implemented temporary disaster-related flexibilities to certain state-specific OAA program requirements.

In reference to the above-mentioned paragraph, the flexibility of expending the total of funding provided under both services (Congregate Meals and Home Deliver meals) is acceptable.

SUBRECIPIENT agrees to provide services under an "at risk" unit rate or cost reimbursement methodology in accordance with the rules and program instructions of HHS and DAAA.

SUBRECIPIENT shall acknowledge funding and support by DAAA and HHS in all publicity and promotions relating to this project. The credit line should read:

> "This (project, program, service) is supported, in part, by the Community Council of Greater Dallas/Dallas Area Agency on Aging and Texas Health and Human Services."

XI. PAYMENT METHODOLOGY

DAAA has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section X, COMPENSATION, until SUBRECIPIENT has provided the service and reported such provision in a request for reimbursement. In the absence of written agreement to the contrary, DAAA will remit funds to SUBRECIPIENT subject to the appropriate administrative procedures and contingent upon receipt of funds from HHS and/or other funding sources.

SUBRECIPIENT shall report eligible units of service and actual allowable expenses to DAAA in the frequency and in such manner, using any and all prescribed forms, as may be prescribed by DAAA.

Final payment shall be based on the information contained in the reimbursement system 45 days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination.

XII. REPORTING REQUIREMENTS

SUBRECIPIENT agrees to compile and submit all required fiscal and programmatic reports utilizing information management software provided by DAAA by the 6th day of the month following the month in which services were provided. SUBRECIPIENT agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by HHS and DAAA. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

SUBRECIPIENT shall complete and submit to DAAA, all requests for funds on a DAAA-prescribed form in accordance with the rules and policies of DAAA. A final program report shall be submitted to DAAA on or before the date established by DAAA with not less than 45 days advance notice to SUBRECIPIENT. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than October 31, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

XIII. MATCH REQUIREMENTS

SUBRECIPIENT shall provide a minimum match of ten percent (10%) of the total project costs, as required by the OAA, as amended, and HHS rules.

Match shall be in accordance with 26 TAC §85.202. All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved FY 2022 Proposal for Services.

Match shall conform to the OAA regulations, 2 CFR Part 200, and HHS rules regarding match requirements or as required in requests for proposals issued by DAAA.

XIV. PROGRAM INCOME

Program income shall be administered in accordance with 26 TAC §85.202, UGMS Subpart C ___. 25 and all applicable HHS rules. SUBRECIPIENT shall use all program income and participant contributions collected under the approved FY 2022 Proposal for Services to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to HHS Rules and Regulations.

Congregate Meals - Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by SUBRECIPIENT in accordance with HHS rules and regulations. Units of service will be purchased with program income at a unit rate of **$9.11** per unit. The goal for program income shall be **$3,416.25**.

Home Delivered Meals - Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by SUBRECIPIENT in accordance with HHS rules and regulations. Units of service will be purchased with program income at a unit rate of **$10.01** per unit. The goal for program income shall be **$1,251.00**.

XV. CONTRIBUTION POLICY

SUBRECIPIENT shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. SUBRECIPIENT shall safeguard and account for such contributions and use such contributions to expand and/or enhance program outcomes.

XVI. MAINTENANCE OF RECORDS

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records relating to its performance of this contract. SUBRECIPIENT shall use any and all standard forms promulgated by DAAA, as applicable. The DAAA shall require the use of all such forms for all subrecipients and/or service contractors, as applicable.

All of the aforesaid records shall be made available, with reasonable notice, at SUBRECIPIENT'S office, and shall be maintained for at least seven (7) years after the termination of this agreement, or seven years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site SUBRECIPIENT may maintain all records at a designated central location (i.e., administrative headquarters) for purposes of this section.

XVII. ACCESSIBILITY OF RECORDS

SUBRECIPIENT shall give DAAA, ACL, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than seven (7) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. SUBRECIPIENT shall include the substance of this provision in all subcontracts.

SUBRECIPIENT agrees the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under

the contract. SUBRECIPIENT understands acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT understands under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract; (2) determining the state's rights or remedies under the contract; or (3) evaluating whether the entity has acted in the best interest of the state.

XVIII. SERVICE PROVIDER REVIEW

In accordance with HHS rules, DAAA shall conduct reviews of SUBRECIPIENT programmatic and fiscal activities on a regular and systematic basis to ensure compliance with established policies and regulations.

XIX. AUDIT REQUIREMENTS

SUBRECIPIENT shall have an independent audit for any fiscal year in which it receives $750,000 or more in Federal funds combined. SUBRECIPIENT shall submit a copy of an annual audit of SUBRECIPIENT, performed by an independent certified public accounting firm within nine months after the end of SUBRECIPIENT'S fiscal year, to DAAA. The audit shall cover SUBRECIPIENT'S entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by DAAA or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Title 2 CFR, Part 200 and Nonprofit Organizations; and UGMS.

SUBRECIPIENT understands and agrees SUBRECIPIENT shall be liable to DAAA for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a DAAA program shall be resolved within one hundred eighty (180) calendar days following receipt of SUBRECIPIENT'S audit by DAAA, otherwise disallowance of questioned costs shall be implemented, and SUBRECIPIENT shall be liable to DAAA for such disallowed costs.

SUBRECIPIENT shall have the right to appeal any such disallowance of costs in accordance with 26 TAC §81.15, Appeal Procedures for Area Agency on Aging Contractors.

SUBRECIPIENT shall procure audit services no less frequently than every five years. In the event the same audit firm is utilized for more than five consecutive years, SUBRECIPIENT shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

SUBRECIPIENTS receiving funding under the $750,000 threshold are required to have an accounting of the previous year's operations on file during the annual review process.

XX. IDENTIFICATION OF HIGH RISK

DAAA may identify a contractor as high risk in accordance with the UGMS, Grant Administration,

Section III, Subpart B, paragraph _.12, 2 CFR Part 200, and HHS policies. DAAA may inform SUBRECIPIENT of the identification as high risk in writing. DAAA may state the effective date of the identification as high risk, the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification as high risk may remain in effect until DAAA determines SUBRECIPIENT has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

XXI. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by HHS, DAAA or its agents disclose deficiencies in SUBRECIPIENT'S performance, or its service providers supported under provisions of this contract, DAAA shall take appropriate remedial steps to resolve such non-compliance. Remedies such as a corrective action plan, training or other actions based on the identified risk may be required of SUBRECIPIENT by DAAA. Continued non-compliance or identification of unallowable or disallowable activities/actions/processes will result in sanctions or penalties or both in accordance with 26 TAC §81.13.

DAAA or SUBRECIPIENT may elect to terminate this contract upon ten (10) calendar days' written notice from the terminating party to the other party. SUBRECIPIENT, upon notification of termination, shall have the right to appeal such termination following procedures outlined by DAAA.

This contract also may be terminated upon the occurrence of any of the following events:

a. Discontinuance of funding to DAAA from HHS;

b. Failure of SUBRECIPIENT to comply with any or all of the terms and conditions of this contract and any attachments thereto; or

c. Mutual agreement between DAAA and SUBRECIPIENT.

In the event of termination, SUBRECIPIENT shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to DAAA within fifteen (15) calendar days after date of termination. DAAA shall reimburse those units of service, delivered in accordance with the contract, prior to termination.

At the date of termination, DAAA may require SUBRECIPIENT to transfer title and deliver to DAAA or to another authorized contractor any property acquired by Federal or State funds or assigned to SUBRECIPIENT by DAAA for the purposes of this contract.

SUBRECIPIENT may dispose of property having a current value, at the time of termination, of less than $500, in any manner, and DAAA shall make no recovery. DAAA shall provide instructions to SUBRECIPIENT regarding disposition of all property having a current value, at the time of termination, of $500 or more, within fifteen (15) days following notice of termination.

XXII. RECAPTURE OF PAYMENTS

If SUBRECIPIENT has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if SUBRECIPIENT has received funds in excess of those actually earned, DAAA may take appropriate action including the recapture of payment and/or withholding of funds.

XXIII. DATA USE AGREEMENT (Attachment A)

SUBRECIPIENT agrees to abide by the terms and conditions as agreed and signed in the Data Use Agreement (DUA) Attachment 1 attached.

XXIV. ASSURANCES & CERTIFICATIONS (Attachment B)

SUBRECIPIENT hereby provides all assurances required by law as set forth in Attachment B of this contract. All assurances and certifications contained in Attachment B are hereby incorporated by reference into this contract for all purposes as if set forth fully herein. SUBRECIPIENT must certify compliance with assurances and certifications will be accomplished.

SUBRECIPIENT shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject SUBRECIPIENT to penalties, disallowance of funds, and other action, up to and including termination.

XXV. DEBARMENT & SUSPENSION (Attachment C)

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 2 CFR Part 200, for prospective participants in Federal assistance programs:

SUBRECIPIENT certifies Attachment C to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.

SUBRECIPIENT also agrees by signing and submitting Attachment C, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

XXVI. LIABILITY TO THIRD PARTIES

DAAA does not assume any liability to third persons, nor will DAAA reimburse SUBRECIPIENT for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

SUBRECIPIENT shall give DAAA or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against SUBRECIPIENT arising out of the performance of this contract. SUBRECIPIENT shall furnish immediately to DAAA copies of all pertinent papers received by SUBRECIPIENT in connection with any such suit, action or claim. DAAA or HHS shall have the option to intervene in such actions to represent their interests.

XXVII. CODE OF CONDUCT

SUBRECIPIENT shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

SUBRECIPIENT'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of SUBRECIPIENT and no other public official or officer or member of the Board of SUBRECIPIENT who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

XXVIII. INSURANCE AND LICENSING

SUBRECIPIENT shall secure licensing when appropriate and shall maintain adequate liability insurance to protect health and safety of clients and employees that comply with all applicable state and federal statutes. Proof of licensing and insurance shall be made available to monitoring agents upon request.

XXIX. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the service delivery shall be provided according to emergency management plans.

XXX. CONTRACT NOTICES

Any notice required to be given pursuant to the provisions of this contract shall be in writing and shall be deemed given upon actual receipt or upon deposit in the United States Postal Service Post Office with the proper postage affixed and addressed to the parties indicated on Page 1 of the opening statement of this contract until due notice has been given of a change of address.

For DAAA:

Sharla Myers
Chief Executive Officer
Community Council of Greater Dallas/
Dallas Area Agency on Aging
1341 W. Mockingbird Lane, Suite 1000W
Dallas, TX 75247

For SUBRECIPIENT:

BART STEVENSON
DIRECTOR OF PARKS AND RECREATION
Name & Title
203 E. WHEATLAND RD
Address
DUNCANVILLE, TX 75116
City, State, Zip

XXXI. POLITICAL ACTIVITY

No funds under this contract may be used in any way to attempt to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an

officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of a federal loan the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. SUBRECIPIENT, if a recipient of Federal assistance exceeding $100,000 through HHS, will comply with 31 U.S.C. Section 1352.

XXXII. SECTARIAN INVOLVEMENT

SUBRECIPIENT shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in light of HHS rule 26 TAC §69.16 and 2 CFR Part 200.

XXXIII. RIGHT TO APPEAL

Any applicant to provide services whose application or Proposal for Services is denied or whose contract is terminated or not renewed (except as provided in 2 CFR Part 200) has a right to appeal such action. The applicant shall give notice of appeal to DAAA within 10 days after it receives DAAA's action letter. Appeals Procedures adopted by HHS and codified at 26 TAC §81.15 will be used as the appeals process.

XXXIV. INDEPENDENT CONTRACTOR

In performance of obligations under this contract, SUBRECIPIENT shall act as an independent contractor and not as an agent, representative or employee of DAAA. No employee, agent, or representative of SUBRECIPIENT shall be considered an employee of DAAA nor be eligible for any benefits, rights or privileges afforded to DAAA employees.

SUBRECIPIENT shall not subcontract or assign work to be performed under the terms of this contract to a third party without prior written notification to DAAA and prior written consent from the DAAA Director. SUBRECIPIENT, in subcontracting any of the performance herein, understands and assures that its subcontractor shall comply with the terms and conditions of the contract.

XXXV. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by SUBRECIPIENT. SUBRECIPIENT evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that DAAA shall not be liable for any costs incurred by SUBRECIPIENT except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from DAAA is obtained prior to the expenditure.

XXXVI. EMERGENCY MANAGEMENT

SUBRECIPIENT shall coordinate with the DAAA, the Texas Department of Public Safety, the Federal Emergency Management Agency (FEMA), county and local government entities and engage in those activities that meet the needs of the elderly during and after natural, civil defense, and/or man-made disasters.

In the event of a disaster, whether man-made, natural or of a civil defense nature, SUBRECIPIENT will provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

XXXVII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

XXXVIII. APPLICATION OF LAW & VENUE

All claims against DAAA by SUBRECIPIENT seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in Dallas County.

In the case of claims requiring federal jurisdiction, filing shall be within the Federal court district in which alleged events occur or in which the DAAA administrative office resides.

XXXIX. SURVIVAL OF TERMS

The following portions of this Agreement shall survive termination: VI, XI, XII, XVII, XIX, XXI, XXII, XXV, XXIX, XXXIV, XXXV, XXXVII, and XXXVIII.

XXXX. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for SUBRECIPIENT agency.

FOR SUBRECIPIENT:

BART C. STEVENSON
Typed Name of Authorized Official

Signature of Official

DIRECTOR OF PARKS AND RECREATION
Title of Authorized Official

09.13.21
Date

FOR THE COMMUNITY COUNCIL OF GREATER DALLAS/DALLAS AREA AGENCY ON AGING:

Sharla Myers
Chief Executive Officer

Signature

9/3/2021
Date

EXHIBIT "A"

HHS Contract No. 539-11-0013-00001

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER
539-11-0013-00001

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with City of Duncanville (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

CONTRACTOR		SUBCONTRACTOR	
BY:		BY:	
NAME:	Sharla Myers	NAME:	Bart Stevenson
TITLE:	Chief Executive Officer	TITLE:	Director of Parks and Recreation
DATE	9/3, 2021	DATE:	08.06.21, 2021

under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

EXHIBIT "A"

9/3/21 9:30 AM
Provider Name: City of Duncanville
AAA Name: Area Agency on Aging of Dallas County

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year						1.	$ 122,984.41
2. Total Number of Anticipated Meals to be Provided by Funding Source							
HHS OAAA	13,125	Other Funds Eligible Meals	0	*Other Sources 5*	0		
Program Income	375	Other Funds - Non-Eligible Meals	0	Other Sources 6	0	2.	13,500
3. Whole Unit Rate (Line 1 divided by Line 2)						3.	$ 9.11

Reimbursement Calculation

		HHS OAAA
4. Projected NSIP per Meal Value		0.73
5. Rate Less NSIP per Meal Value		$ 8.38
6. Mandatory Local Match of 10%	$ 0.84	
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -	
Required Cash Match		$ 0.84
7. Proposed Meal Rate (Line 3 minus Line 6)		$ 8.27

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Duncanville
Legal Name of Contracted Provider

Bart C

Signature

BART C. STEVENSON
Printed/Typed Name of Signer

09.13.21
Date

Area Agency on Aging of Dallas County
Name of Area Agency on Aging

Sharla Myers
Printed/Typed Name of Signer

Signature

9/3/2021
Date

EXHIBIT "A"

9/3/21 9:30 AM
Provider Name: City of Duncanville
AAA Name: Area Agency on Aging of Dallas County

Congregate Meals
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Duncanville	BART C. STEVENSON
Name of Contracted Provider	Printed/Typed Name of Signer
09.13.21	
Date	Signature

Signer Authority:	☐	Sole Proprietor	☐	Association Officer
(check one)	☐	Partner	☐	Board Member
	☐	Corporate Officer	☐	Governmental Official

EXHIBIT "A"

9/3/21 9:29 AM
Provider Name: City of Duncanville
AAA Name: Area Agency on Aging of Dallas County
Region Number:

Home Delivered Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year — 1. $ 45,031.29

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	4,375	Title XX	0	Title XIX	0		
Program Income	125	Other Funds *Eligible Meals*	0	Other Funds - *Non-Eligible Meals*	0	2.	4,500

3. Whole Unit Rate (Line 1 divided by Line 2) — 3. $ 10.01

Reimbursement Calculation

		HHS OAAA & Title XX	Title XIX
4. Projected NSIP per Meal Value		0.73	N/A
5. Rate Less NSIP per Meal Value		$ 9.28	N/A
6. Mandatory Local Match of 10%	$ 0.93		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Cash Match		$ 0.93	N/A
7. Proposed Meal Rate (Line 3 minus Line 6)		$ 9.08	$ 10.01
8. Rate Cap Applicable to Title XIX, Title XX and HHS OAAA Common Providers		$ 5.31	$ 6.12
9. Excess of Cap Rate Reduction		$ (3.77)	$ (3.89)
Accepted Unit Rate for Current Year		$ 9.08	NA

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Duncanville Legal Name of Contracted Provider	BART C. STEVENSON Printed/Typed Name of Signer
Bart C Signature	09.13.21 Date
Area Agency on Aging of Dallas County Name of Area Agency on Aging	0 Health and Human Services
Sharla Myers Printed/Typed Name of Signer	NA Printed/Typed Name of Signer
Signature	Signature
9/3/2021 Date	Date

EXHIBIT "A"

9/10/21 9:58 PM
Provider Name: City of Duncanville
AAA Name: Area Agency on Aging of Dallas County
Region Number:

Home Delivered Meals
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Duncanville	BART C. STEVENSON
Name of Contracted Provider	Printed/Typed Name of Signer
09.13.21	Bart C S
Date	Signature

EXHIBIT "A"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, may pursue available remedies, including suspension and/or debarment.

2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is defined in the attachment.

4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United State Department of Agriculture or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract?_____YES__X____NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification in all covered subcontracts and in solicitations for covered subcontracts.

6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily

EXHIBIT "A"

excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts/grants authorized under paragraph 4 of these items, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of agriculture, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor/grantee:

✓ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

_____ The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

City of Duncanville-D.L. Hopkins Jr. Senior Center
NAME OF POTENTIAL CONTRACTOR/GRANTEE:

75-6004591
VENDOR ID NO./FEDERAL EMPLOYER'S ID NO.

Signature of Authorized Representative

Mr. Bart Stevenson
Printed/Typed Name of Authorized Representative

05.06.21
Date

Director Parks and Recreation
Title of Authorized Representative

EXHIBIT "A"

GRAND PRAIRIE TEXAS

Contract Coversheet

Dept:* Purchasing

Contract ID: 7799 ~~R2~~ R4

For: Parks, Arts & Recreation

Bid Number: 17124

Contact Name: Alysia Ducote

Contact Phone:* 8045

Contact Email:* aducote@gptx.org

Vendor Name: The Visiting Nurse Association of Texas

Vendor Email: aducote@gptx.org

Project Name: Congregate Meal Program

Summary R4 of 4

Permanent Retention*

Yes ◦ No

Contract Amount
$ 114,000.00

Total Contract Amount over all terms
$ 570,000.00

Account #

Work Order #

Implementation Date
10/1/2021

Termination Date
9/30/2022

Council Approval Date

Contract Approvals

Department Manager:
Cathy Patrick
Date 8/13/2021

City Attorney Signature
PATRICK M. WILSON
Date 8/19/2021

City Manager Signature
Cheryl Y. De Leon
Date 8/20/2021

City Secretary Signature
Gloria Colvin
Date 8/24/2021

EXHIBIT "A"

CITY OF GRAND PRAIRIE
AMENDMENT TO PRICE AGREEMENT

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; and 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. The Agreement was effective as of October 1, 2017, and was to terminate at midnight on September 30, 2018, unless the parties mutually agree in writing to extend the term of the Agreement through an allowable renewal option, or unless otherwise terminated as provided in paragraph XV of the original Agreement; 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; the second of four available renewal options was executed on October 3, 2019 and extended the term of the contract through September 30, 2020; the third of four available renewal options was executed on August 12, 2020 and extended the term of the contract through September 30, 2021.

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 September 30, 2022 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 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. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be $1,000,000.00 per occurrence / $2,000,000 aggregate for general liability and for property damage, and $1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and

Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and

4. This shall constitute an authorization for extension of the Agreement as set out in the agreement between the parties, and an amendment to such Agreement. All of the terms and conditions of the original Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

5. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:
City of Grand Prairie
ATTN: Alysia Ducote Senior Buyer | Purchasing
300 W. Main St, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8045| Email aducote@gptx.org

VENDOR:
The Visiting Nurse Association of Texas
ATTN: Katherine Krause, President & Ceo
1420 W. Mockingbird Lane, Suite 700, Dallas, TX, 75247-5051
Phone 214-689-0000| Email ceo@vnatexas.org

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

6. VENDOR verifies that it does not "boycott Israel" as that term is defined in Tex. Govt. Code §808.001 and will not boycott Israel during the term of this contract.

7. VENDOR verifies that, in accordance with the terms defined in Section 2274.001 of the Texas Government Code, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association.

EXECUTED this the _____day of 8/20/2021, 20__.

CITY OF GRAND PRAIRIE, TEXAS

By:_____
Deputy City Manager

ATTEST:

for_____
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

Assistant City Attorney
Megan Mahan, City Attorney

THE VISITING NURSE ASSOCIATION OF TEXAS

By: Katherine Krause
Printed
Name: Katherine Krause

Title: President & CEO

EXHIBIT "A"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/6/2021

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@marshmma.com
INSURED VISITNURSE5 The Visiting Nurse Association of Texas 1420 W Mockingbird, Ste #700 Dallas TX 75247	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** AmGUARD Insurance Company — 42390 **INSURER B :** Insurance Company of the West — 27847 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 512501053 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			C1GP201873	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			C2GP201423	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			C3GP200805	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WTX506135000	7/1/2021	7/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability Each PL Incident			C1GP201873	7/1/2021	7/1/2022	Limit $1,000,000 Agg $3,000,000	

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

Insurer Affording Coverage includes: Underwriters at Lloyds of London
Insurer Letter: C
Type of Insurance: Cyber Liability
Policy Number: ESK003268131
Policy effective/expiration: 7-1-2021 to 7-1-2022
Limit: $1,000,000 each claim
Aggregate: $1,000,000
Deductible: $25,000
See Attached...

CERTIFICATE HOLDER

City of Grand Prairie
300 W Main Street
Grand Prairie TX 75050

Page 28 of 29

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

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ACORD 25 (2014/01) **The ACORD name and logo are registered marks of ACORD**

AGENCY CUSTOMER ID: VISITNURSE5

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	The Visiting Nurse Association of Texas 1420 W Mockingbird, Ste #700 Dallas TX 75247
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

Additional Insured form #GL 108 02 (01/19) applies to the General and Professional Liability policy.
Waiver of subrogation form #GL 108 02 (01/19) applies to the General and Professional Liability policy.
Primary & Non-Contributory form #GL 108 02 (01/19) applies to the General and Professional Liability policy.

Additional Insured form #BA 99 04 (06/18) applies to the Automobile Liability policy.
Waiver of subrogation form #CA 04 44 (10/13) applies to the Automobile Liability policy.
Primary & Non-Contributory form #CA 04 49 (11/16) applies to the Automobile Liability policy.

Waiver of subrogation form #WC 42 03 04B (06/14) applies to the Workers Compensation policy.

The General Liability and Professional Liability policy includes a blanket 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 General Liability and Professional 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.

The Automobile Liability policy contains language that provides 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.

The Automobile 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.

The Worker’s Compensation policy includes a 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.

The Cyber Liability policy includes additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status via form v3.0 1999-2021

Re: RFB 17124 Congregate Meal Program $570,000

Notice of Cancellation form #CG 02 05 (12/04) applies to the General and Professional Liability policy.
Notice of Cancellation form #WC 42 06 01 (01/94) applies to the Workers Compensation policy.

The General Liability, Professional Liability and Workers Compensation policies includes a notice of cancellation to the certificate holder endorsement, providing for (30) days’ advance written notice if the policy is canceled by the company, or 10 days’ written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

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STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution authorizing the terms and conditions of professional services agreement PSA #21-052 for Interim Finance Director services, in an amount not to exceed $53,000.00 with Strategic Government Resources.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The City of Duncanville entered into a professional service agreement with Strategic Government Resources for Interim Finance Director services due to the vacancies of Finance Director and Assistant Finance Director. This agreement took place on June 18, 2021. The signed agreement can be found in Exhibit "A". The services were to be for three months, July through September of 2021, and the total cost was projected to not exceed the $50,000.00 threshold. In addition to the hours worked, a $10,000.00 placement fee would be charged if the interim placement was made permanent. The City offered the permanent position to the Interim Finance Director and therefore was assessed the placement fee.

The approval of this item will allow for the City to pay the remaining amounts owed to Strategic Government Resources for services rendered in September 2021.

POLICY EXPLANATION:
City Council approval is required for expenditures over $50,000.00. Strategic Government Resources was selected for interim services due to the urgency of the placement and the need to have an experienced Finance Director with a municipal government background.

FUNDING SOURCE: ORG AND OBJECT NUMBER
FY 2020-21 Budget - General Fund - Finance Administration - ORG 01022000 Object 700450
Available budget came from unused salary and benefits for vacant Finance Directior position.

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
NA

ATTACHMENTS:

Attachment 1 - Resolution No. - 2021-075 - Interim Finance Director services and replacement with Strategic Government Resources

RESOLUTION NO. 2021-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT PSA #21-052 FOR INTERIM FINANCE DIRECTOR SERVICES, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A" WITH STRATEGIC GOVERNMENT RESOURCES FOR A TOTAL COST NOT TO EXCEED $53,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to fill a vacant director position with a qualified, interim candidate until a permanent candidate is found; and

WHEREAS, the City of Duncanville has funds allocated from budgeted salary and benefits for the Finance Director position to cover the cost of the interim candidate; and

WHEREAS, the City of Duncanville desires to hire the interim candidate as the permanent replacement for Finance Director.

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

SECTION 1. The Duncanville City Council hereby ratifies a Professional Services Agreement PSA #21-052 with Strategic Government Resources in the amount not to exceed $53,000.00 for Interim Finance Director services.

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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

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EXHIBIT "A"

Date: June 16, 2021

Agreement for Interim Finance Director Services
By and Between Strategic Government Resources and the City of Duncanville, TX

City of Duncanville, TX	**Strategic Government Resources**
Aretha R. Ferrell-Benavides, City Manager	**Wendle Medford, Senior Managing Director**
aferrellbenavides@duncanville.com	**Interim Services and Consulting**
	WendleMedford@GovernmentResource.com
("City")	**("SGR")**

Scope of Services. The City of Duncanville, TX, (referred to as "City") seeks an Interim Finance Director to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim Finance Director for City.

Recommended Candidate. SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. City may interview candidate(s) by phone, Skype, or in person. City will reimburse all travel, lodging, and per diem expenses for any in-person interviews.

If at any time during the assignment, City wishes to have another candidate provided to serve as Interim Finance Director, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City, pending availability of suitable candidates.

Directions and Control. The City is responsible for the direction, supervision, and control of the contractor. It is the City's responsibility to provide a safe workplace and to furnish the contractor with any equipment/ training needed to perform their role.

Terms and Conditions. SGR will provide an Interim Finance Director at a rate of $84.11 per hour. The Interim Finance Director will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week, will be billed at the standard contract rate of $84.11 per hour.

City Contact for Invoicing:

Name: ____Kristin Downs_____

Email: ____kdowns@duncanville.com_____

Phone: ____972-780-5017_____

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information

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gathered using our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.

2. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our Cities with comprehensive background screening reports that include detailed information such as:

   - Social Security number trace
   - Address history
   - Driving history/motor vehicle records
   - Credit report
   - Federal criminal search
   - National criminal search
   - Global homeland security search
   - Sex offender registry search
   - State criminal search (for current and previous states of residence)
   - County criminal search (for every county in which candidate has lived or worked)
   - County civil search (for every county in which candidate has lived or worked)
   - Education verification

3. City is responsible for the cost of any drug screening that City may require.

4. All routine business expenses incurred by SGR's representative in their role as Interim Finance Direcor will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.

5. Depending on the location of the permanent residence of the selected Interim Finance Director, mileage reimbursement and temporary housing may be required. Mileage is reimbursed by City at the current IRS mileage reimbursement rate. The City may elect to provide temporary housing such as a local hotel, direct billed to City, with a mileage/travel reimbursement of twice per month between Interim Finance Director's permanent residence and City.

6. City will be billed weekly for the previous week's work and any travel/housing reimbursement. payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.

7. If City hires the candidate placed as Interim Finance Director for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of $10,000.00. This fee is waived if SGR conducts a full-service executive search for this position.

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8. City or SGR may terminate the agreement for Interim Finance Director Services with a fourteen (14) day written notice, without cause or penalty.

Cost Summary. SGR will provide Interim Finance Director Services to City as follows:

Interim Finance Director Services	***$84.11 per hour***
Comprehensive Media Search Report	***$500.00***
Background Investigation	***$400.00***
Mileage/Temporary Housing	***TBD****
Travel expenses for in-person interviews, if needed	***TBD***
Per diem for in-person interview, if needed	***$10 breakfast, $15 lunch, $25 dinner***

**Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS. City will provide temporary housing or a housing stipend, if necessary.*

Confidentiality Agreement. The Interim Finance Director will perform services for City which may require City to disclose confidential and proprietary information to Interim Finance Director or which may require City to grant authorization to the Interim Finance Director to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim Finance Director's services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim Finance Director, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim Finance Director must receive authorization from City verbally and in writing, other than by email, and Interim Finance Director shall maintain reasonable data security controls to protect Interim Finance Director and City from social engineering attacks.
- Not to reproduce the confidential information, nor use this information commercially, or for any purpose other than the performance of his/her duties for City.
- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.
- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim Finance Director, including the right to keep the same as confidential and proprietary.

Indemnification. To the extent it may be permitted to do so by applicable law, City does hereby agree to

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defend, hold harmless, and indemnify the designated Interim Finance Director, SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity for the City as an independent contractor and as Interim Finance Director, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim Finance Director as an independent contractor of City acting within the course and scope of the Interim Finance Director's engagement with City; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Interim Finance Director committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any insurance contract, held either by City or SGR. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim Finance Director's legal counsel shall be with the mutual agreement of the Interim Finance Director and City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Interim Finance Director's right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or the Interim Finance Director's engagement with City.

Venue. The venue for any disputes shall reside in Dallas County, Texas.

Applicable law. This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Duncanville, TX, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to on 6/18/2021 | 1:11 PM CDT, by and between Strategic Government Resources and the City of Duncanville, TX.

DocuSigned by:
Aretha R. Ferrell-Benavides
9F5DC7CEB5B8462...

Aretha R. Ferrell-Benavides, City Manager
City of Duncanville, TX

DocuSigned by:
Wendle Medford
5A4A321B8939427...

Wendle Medford, Senior Managing Director
Interim Services and Consulting
Strategic Government Resources

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution authorizing the procurement of water bill printing and mailing services with DataProse, LLC, in the unit amounts bid through the City of Allen contract #2019-6-61 with an annual estimated expenditure of $119,000.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator
Cassandra Wright, Utility Billing Manager

BACKGROUND/HISTORY:
The City of Duncanville began utilizing an "outsourced" solution for water bill printing and mailing in 2003. The City has been utilizing DataProse, LLC through the City of Allen Cooperative Purchasing Agreement since 2015.

The City of Allen most recently renewed this contract for a three-year term through September 24, 2024. Therefore, this authorization will expire concurrently with that contract's term expiration.

POLICY EXPLANATION:
The scope of services includes labor, technology, and support to extrapolate, print, and mail approximately 150,000 utility billing statements annually, including postage. The benefits of this "outsourced" service preparation and distribution of water bills are the availability of more information; availability of "stuffers" for enhanced citizen communication; elimination of mailing equipment and paper stock costs (i.e., statements, envelopes, etc.); advanced technology for volume postage discount due to bulk sorting and mailing.

DataProse, LLC provides water utility bill statements and reminder notices. They also provide consistent service when sending our water utility bill statements and reminder notices to our customers.

The annual estimated expenditure for services is $119,000.00. In FY2021, there were 124,241 regular bills and 32,587 delinquent notices mailed, and therefore an approximate cost of $0.76 per bill. With current first-class metered mail at $0.46 per piece, this leaves the cost of paper, supplies, manpower, and overhead at approximately $0.30 per billing.

FUNDING SOURCE: ORG AND OBJECT NUMBER

FY 2021-22 Budget - Utility Accounting - Maintenance Agreements 02411000-700451 and Postage 02411000-700235

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
Postage available budget = $79,750, Purchase Amount = $78,000, Remaining budget = $1,750; Maintenance Agreement available budget = $133,535, Purchase Amount = $41,000, Remaining budget = $92,535.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2021-079 - Utility Billing Printing and Mailing - with Exhibit

RESOLUTION NO. 2021-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PROCUREMENT OF WATER BILL PRINTING AND MAILING SERVICES WITH DATAPROSE, LLC, IN THE UNIT AMOUNTS BID THROUGH THE CITY OF ALLEN CONTRACT #2019-6-61 WITH AN ANNUAL ESTIMATED EXPENDITURE OF $119,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide accurate, efficient, and customer-oriented utility billing for all City of Duncanville utility customers; and

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

WHEREAS, the City of Allen has taken request for proposals for utility bill printing, mailing and offset printing services; and

WHEREAS, DataProse, LLC had the most advantageous offer and was awarded a contract.

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 procurement of water bill printing and mailing services with DataProse, LLC, in the unit amount proposed through the CIty of Allen Cooperative Purchasing Agreement, as provided in Attachment 1, with an estimated annual expenditure of $119,000.00.

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 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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

CITY OF ALLEN
PURCHASING DIVISION

September 25, 2019

DataProse, LLC
Attn: William K. Murray
1122 W. Bethel Road, Suite #100
Coppell, TX 75019

Subject: Notice to Proceed 2019-6-61
Annual Services Contract for Utility Billing Print and Mail Services
Contract Term: September 25, 2019 through September 24, 2020
Renewal Term: September 25, 2020 through September 24, 2024

Dear Mr. Murray,

Please allow this letter to serve as notice to proceed on the above-mentioned Annual Services Contract for Utility Billing Print and Mail Services. The term will be for a period of one (1) year and will automatically renew annually through the final expiration date, with the exception of either party exercising the "Termination" clause as provided in Article X of the Agreement.

The City of Allen will issue Purchase Orders, as needed, and the Purchase Order number will need to be included on invoices for services rendered.

Please acknowledge receipt and acceptance of this notice by signing below and faxing to 214-509-4675 or email to cbennett@cityofallen.org.

William K. Murray, CEO — 9/25/2019

Signature Title Date

If you have any questions concerning this award, please contact me at 214-509-4643.

Sincerely,

Casey Bennett
Purchasing Analyst

CITY OF ALLEN
PURCHASING DIVISION

EXHIBIT "A"

2019-6-61 Utility Billing Print and Mail Services
Bid Tabulation by Supplier

Line	Description	QTY	UOM	DataProse, LLC. Total Price $ 63,680.00 Unit	DataProse, LLC. Extended	InfoSend, Inc. Total Price $ 83,406.00 Unit	InfoSend, Inc. Extended	Kubra Data Transfer Ltd. Total Price $ 90,476.31 Unit	Kubra Data Transfer Ltd. Extended	Sebis Direct Inc. Total Price $ 61,119.00 Unit	Sebis Direct Inc. Extended	VariVerge Total Price $ 73,344.26 Unit	VariVerge Extended
1	Price per bill for a one-page bill, with return envelope (all inclusive)	400,000	EA	$0.09	$36,000.00	$0.098	$39,200.00	$0.106	$42,400.00	**$0.084**	$33,600.00	$0.124	$49,600.00
2	Price per bill for a one-page bill, without return envelope (all inclusive)	36,000	EA	**$0.08**	$2,880.00	$0.0835	$3,006.00	$0.091	$3,276.00	$0.084	$3,024.00	$0.104	$3,744.00
3	Optional pricing for Environmental Attributes as referenced in Section III/Specifications IV	400,000	EA	$0.00	$0.00	$0.005	$2,000.00	No Bid		$0.00	$0.00	No Bid	
4	Inserting Fee per Insert	400,000	EA	$0.00	$0.00	$0.005	$2,000.00			$0.00	$0.00	$0.00	$0.00
4 ALT1	Price per additional insert over 3 inserts	400,000	EA	$0.01									
6	Fees for changing from HTE/SunGard to Tyler/MUNIS Software	1	EA	$0.00	$0.00	$0.00	$0.00	$20,000.00	$20,000.00	$495.00	$495.00	$0.00	$0.00
7	OPTIONAL PRINTING SERVICE - Price for 1/0 (ONE COLOR) printing on Mail Out Envelope (not on return envelope)	400,000	EA	$0.012	$4,800.00	$0.027	$10,800.00	$0.02	$8,000.00	$0.02	$8,000.00	**$0.01**	$4,000.00
8	OPTIONAL PRINTING SERVICE - Price for 2/0 (TWO COLOR) printing on Mail Out Envelope (not on return envelope)	400,000	EA	$0.016	$6,400.00	$0.031	$12,400.00	$0.02	$8,000.00	$0.02	$8,000.00	**$0.015**	$6,000.00
9	OPTIONAL PRINTING SERVICE - Price for 4/0 (FULL COLOR) printing on Mail Out Envelope (not on return envelope)	400,000	EA	$0.034	$13,600.00	$0.035	$14,000.00	$0.022	$8,800.00	**$0.02**	$8,000.00	$0.025	$10,000.00
10	Other Costs not otherwise listed	1	EA			$0.00	$0.00	$0.305	$0.305			$0.255	$0.255
10 ALT2	Bill suppression, oversize bills, mail tracking through use of IMb (no charge)	1	EA							$0.00			
10 ALT1	NCOA, per update	1	EA							$0.15			
	NIGP Standard Scoring System - Ratio of Low Bid / Bid Price Submitted				96%		73%		68%		100%		83%
	Total Points for Price				29		22		20		30		25

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH A BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.**

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF ALLEN PURCHASING GUIDELINES, AND PROJECT DOCUMENTS INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTACT AND ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution authorizing the purchase of Emergency Medical Supplies from Bound Tree Medical Products, Inc., through the City of Midlothian Contract 2020-28 for the unit price bid with an estimated expenditure amount of $75,000.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Sam Rohde, Fire Chief

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

POLICY EXPLANATION:
Emergency medical supply products are available from Bound Tree Medical Products, Inc. through the City of Midlothian Contract 2020-28 which are awarded for emergency medical supplies for a term that expires December 8, 2022, with three additional one-year optional renewals (see Attachment 2). The contract covers numerous items that the City's EMS service uses on a regular basis with set unit pricing.

This authorization would cover the purchase of this service on an as-needed basis through September 30, 2022 with an estimated expenditure amount of $75,000.00.

Staff researched the availability of wholesale medical supplies in the City of Duncanville, and there are not any of a similar nature that could be located on either the Better Business Bureau website or Duncanville Chamber of Commerce websites.

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

FUNDING SOURCE: ORG AND OBJECT NUMBER
FY22 Chemical and Medical Supplies - Org 01077000 Object 700226 and Miscellaneous Tools - Org 01077000 Object 700236

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
Available Budget in 700226 $92,000, Purchase Amount $71,750, Remaining Budget $20,250; Available Budget $4,000, Purchase Amount $3,250, Remaining Budget $750

ATTACHMENTS:
Attachment 1 - 3894_Interlocal_Midlothian
Attachment 2 - Resolution No. - 2021-080 - Bound Tree Medical Products - Emergency Medical Supplies

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

INTERLOCAL COOPERATION AGREEMENT

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

RECITALS:

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

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

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

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

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

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

ARTICLE I
PURPOSES

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

ARTICLE II
WITHDRAWAL OF PARTY

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

ARTICLE III
ADDITIONAL PARTIES

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

ARTICLE IV
TERMINATION

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

ARTICLE V
PURCHASING COMMITTEE

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

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

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

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

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

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

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

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

ARTICLE VI
RELEASE AND INDEMNIFICATION

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

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

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

ARTICLE VII
MISCELLANEOUS

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

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

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

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

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

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

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

EXECUTED this 7th day of November, 2011

CITY OF CEDAR HILL, TEXAS

By: _____
MAYOR

ATTEST:

By: Lyn Hill
CITY SECRETARY

EXECUTED this 13th day of February, 2012

CITY OF DUNCANVILLE, TEXAS

By: David L. Green
MAYOR

ATTEST:

By: Lisa Palumbo
CITY SECRETARY

EXECUTED this 12th day of March 2012

CITY OF LANCASTER, TEXAS

By: Opal Mauldin Robertson
Opal Mauldin Robertson, City Manager

ATTEST:

By: Dolle K. Downe
CITY SECRETARY

EXECUTED this 7th day of February 2012

CITY OF DESOTO, TEXAS

By: _____
MAYOR

ATTEST:

By: Laura Hallmark
CITY SECRETARY

CITY OF DESOTO
DALLAS COUNTY, TEXAS

EXECUTED this 14th day of SEPTEMBER, 2010

CITY OF MIDLOTHIAN, TEXAS

By: _____
MAYOR

ATTEST:

By: _____
CITY SECRETARY

CITY OF
MIDLOTHIAN, TEXAS

EXECUTED this 14th day of March, 2011

CITY OF RED OAK, TEXAS

By: _____
MAYOR

ATTEST:

By: Cynthia Olguin
CITY SECRETARY

CITY OF RED OAK
RO
ESTABLISHED
1849
TEXAS

EXECUTED this 30 day of August, 2010

CITY OF VENUS, TEXAS

By: _____
MAYOR

ATTEST:

By: _____
CITY SECRETARY

RESOLUTION NO. 2021-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF EMERGENCY MEDICAL SUPPLIES FROM BOUND TREE MIEDCAL PRODUCTS, INC., THROUGH THE CITY OF MIDLOTHIAN CONTRACT 2020-28 FOR THE UNIT PRICES BID WITH AN ESTIMATED EXPENDITURE AMOUNT OF $75,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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 desires to purchase emergency medical supplies, through the City of Midlothian contract, from Bound Tree Medical Products, Inc.

SECTION 2. That the City Council of the City of Duncanville does hereby authorize purchases to be made from the contract through 09/30/2022 for the unit prices bid with an estimated contract term expenditure of $75,000.00.

SECTION 3. The City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 4. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

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

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

RECITALS:

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

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

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

Article I
Term

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

Article II
Contract Documents

2.1. This Agreement consists of the following items:

(a) This Agreement;

(b) City's Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and

(c) Supplier's Response to City's Bid (attached as Exhibit "B").

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

Article III
Scope of Services

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

Article IV
Compensation

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

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

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

Article V
Devotion of Time; Personnel; and Equipment

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

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VI
Suspension of Work

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

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

Article VII
Availability of Funds

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

Article VIII
Insurance

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

Article IX
Termination

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

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

Article X
Indemnification

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

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

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

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

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

Article XI
Miscellaneous

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

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

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

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

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

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

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

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

If intended for City, to:

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

With a copy to:

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

If intended for Supplier:

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

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

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

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

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

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

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

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

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

(signature page to follow)

EXECUTED this 8th day of December, 2020

City of Midlothian, Texas

By: _____
Chris Dick, City Manager

CITY OF MIDLOTHIAN, TEXAS

Approved as to form:

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

EXECUTED this 10th day of February, 2021.

Bound Tree Medical, LLC

By: _____
Name: Shawn P. Saylor
Title: CFO

EXHIBIT "A"
City's Bid

Midlothian
DFW's Southern Star

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

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

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

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

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

No late bids will be considered.

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

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

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

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

TERMS AND CONDITIONS

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

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

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $500,000.

(b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000 per each person, $1,000,000 per each occurrence/aggregate; Property Damage $1,000,000 per each occurrence;

(c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits.

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

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

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

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

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

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

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

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

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

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

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

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

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

10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.

12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.

13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.

14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.

15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.

16. Pharmaceutical Requirements:
    a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
    b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
    c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.

17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

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

26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.

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

    1.) Is your principle place of business in the State of Texas? YES____ NO____

    2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:

        a.) In which state is your principle place of business located? _____

        b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES____ NO____

        c.) If yes, what is that dollar increment or percentage? _____

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

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

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

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.

30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.

31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.

32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?
   Yes____ No____

5. During an emergency (natural or man-made) situations, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?
   Yes____ No____

   Provide a copy of this program if available.

REFERENCES

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

Company Name: _____

Address: _____

Contact Person: _____

Telephone: ( ) _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: ( ) _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

FOR MINORITY AND/OR WOMAN OWNED BUSINESS ENTERPRISES

(To be completed only if applicable)

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

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

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

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

COMPANY NAME:

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

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

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

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

_____ I wish to remain. _____ I do not wish to remain.

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

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

EMS FIRE DEPT. MEDICAL SUPPLIES

1. **ATTACHMENT**
   A. Usage Spreadsheet
   B. Revised List of Items for RFP Spreadsheet

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

S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? **No part number available: Contact # for Fire Wipes at: (844) 947-3483**

T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**

U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**

V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? **5000 units**

W. Line number 403: Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?
For Certi-Dose line 403 see below.
Due to the nature of this product, orders must be made through:
Concordance Healthcare Solutions Purchasing
www.concordancehealthcare.com
Item: 278950
Call 800-473-2332 to set up an account if you are not a current Concordance customer.
Cardinal Health Purchasing
www.orderexpress.cardinalhealth.com
Item: 5513643
Call 800-926-3161 to set up an account if you are not a current Cardinal customer.
Bound Tree Purchasing
www.boundtree.com
Item: 0001-05
Email contactcustomerservice@boundtree.com to set up an account if you are not a current Boundtree customer.
McKesson Pharmaceutical
www.connect.mckesson.com
NDC # 71754-0001-05
Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.

X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.
Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.

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

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

_____
_____
_____
_____

Signature_____
Name_____
Title_____
Tel. No._____

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

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

EMS FIRE DEPT. MEDICAL SUPPLIES

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

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

2. **REMINDER AS STATED IN RFP**

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

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

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

_____
_____
_____
_____

Signature_____
Name_____
Title_____
Tel. No._____

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

Bound Tree

CITY OF MIDLOTHIAN

EMS MEDICAL SUPPLIES

BID NO. 2020-28

DUE – NOVEMBER 20, 2020 11:00AM

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

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

EMS FIRE DEPT. MEDICAL SUPPLIES

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

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

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

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

NAME AND ADDRESS OF COMPANY:

_____
_____
_____
_____

AUTHORIZED REPRESENTATIVE

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

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

J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? **The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.**

K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. **For this RFP, P2 is the only required signature page.**

L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? **The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.**

M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? **Electronic/Scanned Signature is fine.**

N. Need manufacturer item numbers for the items below marked as No Substitutions
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing
The only information we have been given is
64594050 AeroEclipse Face Mask 58-65750 ea.

O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut
This is male and not subject to a particular brand.

P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. **An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.**

Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No **Substitutions was a typo. It says to the side or equivalent on the main line.**

R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. **This can be substituted with the 6in.**

Midlothian
DFW's Southern Star

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

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

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

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

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

No late bids will be considered.

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

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

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

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

TERMS AND CONDITIONS

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

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

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $500,000.

(b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000 per each person, $1,000,000 per each occurrence/aggregate; Property Damage $1,000,000 per each occurrence;

(c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits.

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

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

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

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

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

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

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

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

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

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

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

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

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

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

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.

12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.

13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.

14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.

15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.

16. Pharmaceutical Requirements:
    a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
    b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
    c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.

17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.

19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statues prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

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

    1.) Is your principle place of business in the State of Texas? YES___ NO_x_

    2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:

        a.) In which state is your principle place of business located? Ohio

        b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES___ NO_x_

        c.) If yes, what is that dollar increment or percentage? _____

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

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

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

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.

30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.

31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.

32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.

34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

REFERENCES

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

Company Name: Medstar Ambulance

Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116

Contact Person: Shaun Curtis, Logistics Manager

Telephone: (817) 923-3700

Email: scurtis@medstar911.org

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department

Address: 2028 Williams Road, Columbus, Ohio 43207

Contact Person: Rick Meadows

Telephone: (614) 221-3132

Email:

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS

Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112

Contact Person: Carl Flores, Director of Logistics

Telephone: (504) 658-1552

Email: cflores@cityofno.com

Product Purchased by Reference: Supplies and pharmaceuticals

FOR MINORITY AND/OR WOMAN OWNED BUSINESS ENTERPRISES

*Not Applicable

(To be completed only if applicable)

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

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

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

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

COMPANY NAME:

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

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

INDICATE ALL THAT APPLY

_____Minority Owned Business Enterprise

_____Woman Owned Business Enterprise

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

Line		City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
1	Airway	BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer	87-AF3140MBEA	AirFlow BVM, Infant, Mask, Reservoir O2 Bag, Pop-Off, Manometer, Exhalation Filter, Blow-By Tubing	VENTLAB CORPORATION	AF3140MB	$ 9.50	1/EA
2	Airway	BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent	87-AF2100MBEA	AirFlow BVM, Pediatric, Mask, Reservoir O2 Bag, Manometer	VENTLAB CORPORATION	AF2100MB	$ 12.50	1/EA
3	Airway	BVM, Airflow Manual Resuscitator,(Adult) Manometer, Exhalation Filter or equivalent	87-AF5140MBEA	AirFlow BVM, SM Adult, Mask, Reservoir O2 Bag, Exhalation Filter, Manometer	VENTLAB CORPORATION	AF5140MB	$ 9.50	1/EA
4	Airway	BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK W/MANOMETER	2442-01701	SPUR II BVM, Adult, w/Bag Reservoir, Exp Filter, Manometer, Pressure Limiting Valve, MED Adult Mask	AMBU	523611017	$ 12.25	1/EA
5	Airway	BVM, SPUR II, Child, w/child mask, bag reservior, medi port, disp	2442-53213	Pediatric SPUR II BVM w/Toddler Mask (size 1 and size 2), Oxygen Reservoir Bag, Pressure Limiting Valve	AMBU	530213000	$ 8.80	1/EA
6	Airway	BVM, SPUR II, infant, w/infant mask, bag reservoir, medi port, disp	065-5402120000EA	SPUR II BVM, Infant, w/Bag Reservoir, Infant Mask	AMBU	540212000	$ 8.58	1/EA
7	Airway	Curaplex Nebulizer w/Mask, Adult or equivalent	301-202EA	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing	CURAPLEX BY BOUND TREE	202	$ 0.70	1/EA
8	Airway	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing	533-MS-25060EA	Total Non-Rebreather Elongated High Concentration Mask without Vent, 7ft Oxygen Tube, Reservoir Bag, Nose Clip, Check Valve, Elastic Strap, Adult	CURAPLEX BY BOUND TREE	BT-25060	$ 0.70	1/EA
9	Airway	Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent	30051	Curaplex Partial Non Rebreather, Adult	CURAPLEX BY BOUND TREE	30051	$ 0.70	1/EA
10	Airway	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent	30053	Curaplex Partial Non Rebreather, Pediatric	CURAPLEX BY BOUND TREE	30053	$ 0.70	1/EA
11	Airway	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent	301-107EA	Oxygen Nasal Cannula, Conventional, Non-Flared Nasal Prongs, Clear, 7ft Tubing, Adult	CURAPLEX BY BOUND TREE	BT-24003	$ 0.25	1/EA
12	Airway	Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent	533-MS-24101EA	Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing	CURAPLEX BY BOUND TREE	BT-24101	$ 0.25	1/EA
13	Airway	Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent	14288	Curaplex All Brass Regulator, Click-Style	CURAPLEX BY BOUND TREE	EMSREG8725-B2D-BTM	$ 41.50	1/EA
14	Airway	Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent	36045	Curaplex CPR Mask with O2 Inlet	CURAPLEX BY BOUND TREE	36045	$ 2.20	1/EA
15	Airway	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent	2113-10225	Endotracheal Tubes, Cuffed w/Stylet, 2.5mm	CURAPLEX BY BOUND TREE	2113-10225	$ 1.42	1/EA
16	Airway	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent	2113-10230	Endotracheal Tubes, Cuffed w/Stylet, 3.0mm	CURAPLEX BY BOUND TREE	2113-10230	$ 1.42	1/EA
17	Airway	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent	2113-10240	Endotracheal Tubes, Cuffed w/Stylet, 4.0mm	CURAPLEX BY BOUND TREE	2113-10240	$ 1.42	1/EA
18	Airway	Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent	2113-10245	Endotracheal Tubes, Cuffed w/Stylet, 4.5mm	CURAPLEX BY BOUND TREE	2113-10245	$ 1.42	1/EA
19	Airway	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent	2113-10250	Endotracheal Tubes, Cuffed w/Stylet, 5.0mm	CURAPLEX BY BOUND TREE	2113-10250	$ 1.42	1/EA
20	Airway	Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent	2113-10255	Endotracheal Tubes, Cuffed w/Stylet, 5.5mm	CURAPLEX BY BOUND TREE	2113-10255	$ 1.42	1/EA
21	Airway	Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent	2113-10260	Endotracheal Tubes, Cuffed w/Stylet, 6.0mm	CURAPLEX BY BOUND TREE	2113-10260	$ 1.42	1/EA
22	Airway	Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent	2113-10265	Endotracheal Tubes, Cuffed w/Stylet, 6.5mm	CURAPLEX BY BOUND TREE	2113-10265	$ 1.42	1/EA

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

Line	City of Midlothian Item Description		Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
42	Airway	Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18132	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French	CURAPLEX BY BOUND TREE	2-0211-8132	$ 2.12	1/EA
43	Airway	Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18134	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French	CURAPLEX BY BOUND TREE	2-0211-8134	$ 2.12	1/EA
44	Airway	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18136	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French	CURAPLEX BY BOUND TREE	2-0211-8136	$ 2.12	1/EA
45	Airway	Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent	301-202EA	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing	CURAPLEX BY BOUND TREE	202	$ 0.80	1/EA
46	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 2 or equivalent	301-LED-020S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 2 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-020S	$ 6.98	1/EA
47	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 3 or equivalent	301-LED-030S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 3 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-030S	$ 6.98	1/EA
48	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 4 or equivalent	301-LED-040S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 4 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-040S	$ 6.98	1/EA
49	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 or equivalent	301-LED-000S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-000S	$ 6.98	1/EA
50	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 or equivalent	301-LED-101S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-101S	$ 6.98	1/EA
51	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 or equivalent	301-LED-102S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-102S	$ 6.98	1/EA
52	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 or equivalent	301-LED-103S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-103S	$ 6.98	1/EA
53	Airway	Disposable Guedel Oral Airway, 40mm (Pink)	2010-35040	Curaplex® Guedel Airway, 40mm, Pink	CURAPLEX BY BOUND TREE	12990	$ 0.21	1/EA
54	Airway	Disposable Guedel Oral Airway, 50mm (Blue)	2010-35050	Curaplex® Guedel Airway, 50mm, Blue	CURAPLEX BY BOUND TREE	13057MS	$ 0.21	1/EA
55	Airway	Disposable Guedel Oral Airway, 60mm (Black)	2010-35060	Curaplex® Guedel Airway, 60mm, Black	CURAPLEX BY BOUND TREE	13058	$ 0.21	1/EA
56	Airway	Disposable Guedel Oral Airway, 70mm (White)	2010-35070	Curaplex® Guedel Airway, 70mm, White	CURAPLEX BY BOUND TREE	13059	$ 0.21	1/EA
57	Airway	Disposable Guedel Oral Airway, 80mm (Green)	2010-35080	Curaplex® Guedel Airway, 80mm, Green	CURAPLEX BY BOUND TREE	13060	$ 0.21	1/EA
58	Airway	Disposable Guedel Oral Airway, 90mm (Yellow)	2010-35090	Curaplex® Guedel Airway, 90mm, Yellow	CURAPLEX BY BOUND TREE	13061	$ 0.21	1/EA
59	Airway	Disposable Guedel Oral Airway, 100mm (Red)	2010-35100	Curaplex® Guedel Airway, 100mm, Red	CURAPLEX BY BOUND TREE	13062	$ 0.21	1/EA
60	Airway	Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD	2130-42560	Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD	LAERDAL MEDICAL CORP.	600-42500	$ 3.60	1/EA
61	Airway	Endotracheal Tube Holder, Thomas Select, Pediatric	020400	Thomas Endotracheal Tube Holder, Pediatric, Pink	LAERDAL MEDICAL CORP.	600-20000	$ 2.75	1/EA
62	Airway	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP	2120-17010	ET Tube Disp Introducer, Blue Coude Tip, 10 French x 70cm, Pediatric	SUN MED	9-0211-70	$ 4.22	1/EA
63	Airway	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM	9-01212-70	ET Tube Disp Introducer, Blue Coude Tip, 15 French x 70cm, Adult	SUN MED	9-0212-70	$ 4.22	1/EA
64	Airway	FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM	020631	Oxygen Flowmeter, Aluminum, 0-15 LPM, w/Ohmeda Quick Connect	PRECISION MEDICAL	BMFA100S	$ 33.76	1/EA
65	Airway	GO-PAP with BiTrac ED - Adult Medium	313-4602EA	GO-PAP with BiTrac ED - Adult MED	PULMODYNE	313-4602EA	$ 39.50	1/EA

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

Line #	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
90	Airway	UEScope 2 Blade Size D2	2146-03020	Single Use Blade Size D2 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3020	$ 40.65	1/EA
91	Airway	UEScope 2 Blade Size D3	2146-03030	Single Use Blade Size D3 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3030	$ 40.65	1/EA
92	Airway	UEScope 2 Blade Size D4	2146-03040	Single Use Blade Size D4 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3040	$ 40.65	1/EA
93	Airway	UEScope 2 VL460 Kit	2146-01200	UEScope 2 VL460 Starter Kit	UE MEDICAL DEVICES INC.	460-1200	$ 1,600.00	1/EA
94	Airway	VixOne Small Volume Nebulizer or equivalent	A911203	VixOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing	WESTMED, INC.	0210	$ 0.95	1/EA
95	Bandaging/Splinting	ABDOMINAL PADS STERILE 8 IN X 10 IN	1212-12111	Curaplex Abdominal Combine Dressing, Sterile, 8in x 10in	CURAPLEX BY BOUND TREE	1212-12111	$ 3.40	20/BX
96	Bandaging/Splinting	BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX	150030	Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards	CARDINAL HEALTH	6720-	$ 0.75	1/EA
97	Bandaging/Splinting	Bandage, Multi-Trauma Dressing, 10 in x 30 in, Steri'e, 25ea/cs	16353	Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile	CURAPLEX BY BOUND TREE	STORM-GZM00150	$ 0.78	1/EA
98	Bandaging/Splinting	Board splint, padded, 3x18 in. long, orange vinyl cover	660012	Splint, Padded Board, 3inch x 15inch, Orange Vinyl Cover	DMS	60015	$ 2.45	1/EA
99	Bandaging/Splinting	Board splint, padded, 3x36in long, orange vinyl cover	660013	Splint, Padded Board, 3inch x 36inch, Orange Vinyl Cover	DMS	60036M	$ 4.15	1/EA
100	Bandaging/Splinting	Board splint, padded, 3x54in long, orange vinyl cover	660014	Splint, Padded Board, 3inch x 54inch, Orange Vinyl Cover	DMS	60054M	$ 5.55	1/EA
101	Bandaging/Splinting	Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System	1880-13022	Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black	NORTH AMERICAN RESCUE PRODUCTS	30-0001	$ 24.70	1/EA
102	Bandaging/Splinting	Cohesive Elastic Bandage 2in (Blue)	1121-36571	Curaplex Cohesive Elastic Bandage, 2in, Blue	CURAPLEX BY BOUND TREE	1121-36571	$ 16.55	36/BX
103	Bandaging/Splinting	Cohesive Elastic Bandage 3in (Blue)	1121-36572	Curaplex Cohesive Elastic Bandage, 3in, Blue	CURAPLEX BY BOUND TREE	1121-36572	$ 15.90	24/BX
104	Bandaging/Splinting	Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent	1121-36559	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12rl/bg 8bg/cs	CURAPLEX BY BOUND TREE	1121-36559	$ 0.80	12/BG
105	Bandaging/Splinting	CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent	64250	Curaplex Sharps Solo	CURAPLEX BY BOUND TREE	BT-64250	$ 1.25	1/EA
106	Bandaging/Splinting	Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent	1330-86100	Curaplex Sterile Alcohol Prep Pads, Large	CURAPLEX BY BOUND TREE	1330-86100	$ 1.60	100/BX
107	Bandaging/Splinting	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent	1330-85300	Curaplex Sterile Alcohol Prep Pad, Medium	CURAPLEX BY BOUND TREE	1330-85300	$ 1.52	200/BX
108	Bandaging/Splinting	Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylen or equivalent	16685	Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet	CURAPLEX BY BOUND TREE	BB STRAP BLUE (ND) DO NOT CUT	$ 2.15	1/EA
109	Bandaging/Splinting	Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent	1121-36572	Curaplex Cohesive Elastic Bandage, 3in, Blue	CURAPLEX BY BOUND TREE	1121-36572	$ 16.45	24/BX
110	Bandaging/Splinting	Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent	17100MS	Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue	CURAPLEX BY BOUND TREE	17100MS	$ 3.50	1/EA
111	Bandaging/Splinting	Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 100rl/cs	1121-36645	Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd	CURAPLEX BY BOUND TREE	1121-36645	$ 0.60	1/RL
112	Bandaging/Splinting	Curaplex Head Immobilizer, Adult, incl Head and Chin Straps,20ea/cs	3141-91010	Curaplex Instant Head Immobilizer, Adult	CURAPLEX BY BOUND TREE	BT-91010	$ 3.12	1/EA
113	Bandaging/Splinting	Curaplex Hot Pack - Small - 5in x 5in or equivalent	1432-56000	Curaplex Hot Pack, Small	CURAPLEX BY BOUND TREE	H5050	$ 0.22	1/EA
114	Bandaging/Splinting	Curaplex Stop the Bleed, Basic Kit Vacuum Sealed	8600-STB001B	Curaplex Stop the Bleed®, Basic Kit	CURAPLEX BY BOUND TREE	8600-STB001B	$ 39.50	1/EA

Bound Tree Medical, LLC

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	Type of Medical Item Description		Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
140	Bandaging/Splinting	Paramedic Shears, Yellow, 5.5 in	68008	Paramedic Shears, 5.5, Yellow	CURAPLEX BY BOUND TREE	182-YELLOW	$ 0.75	1/PR
141	Bandaging/Splinting	Pediatric/Infant Immobilization Board	36111	Curaplex Pedi Board, w/ Case	CURAPLEX BY BOUND TREE	STORM-PIBS	$ 85.00	1/EA
142	Bandaging/Splinting	Perfit Ace Extrication Collar Adult	260281	Perfit ACE Adjustable Collar, Adult	AMBU	000281000	$ 3.20	1/EA
143	Bandaging/Splinting	Perfit Ace Extrication Collar pediatric	260280	Perfit Mini ACE Adjustable Collar, Pediatric	AMBU	000281106	$ 3.20	1/EA
144	Bandaging/Splinting	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin	1214-00572	QuikClot Bleeding Control Dressing, Roll (3 IN x 4 Feet)	Z-MEDICA LLC	572	$ 18.55	1/EA
145	Bandaging/Splinting	SAM Pelvic Sling II	665566	SAM Pelvic Sling II, Standard, 32-50inch Hip	SAM MEDICAL	PS301-OB-EN	$ 62.55	1/EA
146	Bandaging/Splinting	SWAT-TOURNIQUET, TACTICAL BLACK	G1092	SWAT-Tourniquet, Tactical Black	H & H MEDICAL CORPORATION	SWAT-T BLK-CA	$ 8.55	1/EA
147	Bandaging/Splinting	TAPE ADHESIVE CLOTH 1 IN X 10 YARDS	1110-14007	Curaplex® Cloth Tape, 1 In X 10 Yds	CURAPLEX BY BOUND TREE	1841-14007	$ 7.90	12/BX
148	Bandaging/Splinting	TAPE ADHESIVE CLOTH 3 IN X 10 YARDS	1110-14009	Curaplex® Cloth Tape, 3 In X 10 Yds	CURAPLEX BY BOUND TREE	1841-14009	$ 7.90	4/BX
149	Bandaging/Splinting	VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT	MT90001	Air Transport Vacuum Spine Board Set, 8 Handles w/Ribs incl Case, Pump and Pelvic Strap, 6ft	CURAPLEX BY BOUND TREE	MT90001	$ 857.50	1/EA
150	Bandaging/Splinting	Vacuum Splint, EVAC-U-SPLINT, Large Extremity	560103	Evac-U-Splint Vacuum Extremity Splint (splint only), LG	HARTWELL MEDICAL LLC	EV 103	$ 140.50	1/EA
151	Bandaging/Splinting	Vacuum Splint, EVAC-U-SPLINT, Medium Extremity	560102	Evac-U-Splint Vacuum Extremity Splint (splint only), MED	HARTWELL MEDICAL LLC	EV 102	$ 99.90	1/EA
152	Bandaging/Splinting	Vacuum Splint, EVAC-U-SPLINT, Small Extremity	560101	Evac-U-Splint Vacuum Extremity Splint (splint only), SM	HARTWELL MEDICAL LLC	EV 101	$ 75.00	1/EA
153	Infection Control/Cleaning	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	290116	Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 23inch x 23inch, 7-10gal	MEDEGEN MEDICAL PRODUCTS	F116	$ 0.09	1/EA
154	Infection Control/Cleaning	Cleaning agent that will kill COVID 19 (Spray bottle)	1061-82830	Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle	ESSENDANT	30828	$ 6.90	1/EA
155	Infection Control/Cleaning	Cleaning agent that will kill COVID 19 (wipes cannister)	1061-100	CaviWipes Surface Disinfectant Wipes, 6inch x 6 3/4inch	METREX RESEARCH CORPORATION	13-1100	$ 9.25	160/TB
156	Infection Control/Cleaning	Clorax Healthcare Hydrogen Peroxide Wipes Tub 95	1061-82403	Clorox Hydrogen Peroxide Disinfectant Wipes, 6.75inch x 9inch	ESSENDANT	CLO30824	$ 47.77	6/CS
157	Infection Control/Cleaning	Clorox Healthcare Hydrogen Peroxide Green Lable Disinfectant Cleaner Spray Bottle, 32oz	1061-82830	Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle	ESSENDANT	30828	$ 7.55	1/EA
158	Infection Control/Cleaning	CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent	64250	Curaplex Sharps Solo	CURAPLEX BY BOUND TREE	BT-64250	$ 1.79	1/EA
159	Infection Control/Cleaning	Curaplex Infection Control Kit, Latex Free, incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or equivalent	670202-KIT	Curaplex PPE Kit- Basic+ Faceshield	CURAPLEX BY BOUND TREE	670202-KIT	$ 9.55	1/EA
160	Infection Control/Cleaning	GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810	R3127	Sanizide Plus Disinfectant/Deodorizer, Spray Bottle, 32oz	SAFETEC	34810	$ 8.15	1/EA

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Line	Category	Cust. Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
178	Infection Control/Cleaning	Microdot Bleach Wipes	CS600-12	*MFG B/O * WIPES BLEACH MICRODOT (160/TUB)	Cambridge Sensors USA, LLC	600-12	$ 10.22	160/TB
179	Infection Control/Cleaning	Multi-Purpose Collection Bag with Hook	1071-17367	Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS	CURAPLEX BY BOUND TREE	1071-17367	$ 8.75	12/PK
180	Infection Control/Cleaning	Particulate Respirator, N95 Mask, Large Size	1513	N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, LG	MOLDEX-METRIC, INC.	1513	$ 21.99	20/BX
181	Infection Control/Cleaning	Particulate Respirator, N95 Mask, Tecnol, Regular Size 35/bx 6bx/cs	8618	FLUIDSHIELD N95 Particulate Filter Respirator and Surgical Mask, w/Headband, Orange, Safety Seal Regular	O&M Halyard, Inc	46767	$ 0.74	1/EA
182	Infection Control/Cleaning	Particulate Respirator, N95 Mask, XL Size	1031-46827	FluidShield, N95 Respirator, Small Size, 35/BX, 6BX/CS	O&M Halyard, Inc	46827	$ 109.99	35/BX
183	Infection Control/Cleaning	Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx	1063-20763	FireWipes, Personal Wipes, for Soot Removal, 8in x 12in, Textured, Disposable	Firewipes	FW0207CA	$ 10.10	12/BX
184	Infection Control/Cleaning	SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent	660274	Kimberly Clark V20 Safety Glasses, Clear Anti-Fog Lense	MED PLUS SERVICES USA	25654	$ 1.95	1/PR
185	Infection Control/Cleaning	SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	400012	Medicut Scalpel, Sterile, Disposable, Size 11	DYNAREX CORPORATION	4111	$ 0.45	1/EA
186	Infection Control/Cleaning	SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS	1860-08708	Curaplex Sharps Container, Mailbox/Rotating Lid, 10.5in x 3.5in x 10.5in, 5.4 Quart	CURAPLEX BY BOUND TREE	1860-08708	$ 3.37	1/EA
187	Infection Control/Cleaning	SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS	1860-08706	Curaplex Sharps Container, Flat, 10in L x 7in W x 6.75in H, 4 Quart	CURAPLEX BY BOUND TREE	1860-08706	$ 3.35	1/EA
188	Infection Control/Cleaning	SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN	1860-08702	Curaplex Sharps Container, Flip, 3.5in L x 3.5in W x 7in H, 1 Quart	CURAPLEX BY BOUND TREE	1860-08702	$ 1.15	1/EA
189	Infection Control/Cleaning	SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)	295502	*NON-RETURNABLE* SLEEVE COVERS YELLOW 18 IN 100PAIR/CS	SAFETY TODAY	002501-YPE	$ 1.47	1/PR
190	Infection Control/Cleaning	SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING	1033-15311	Spit Sock Hood, to Prevent Spitting	STEARNS WEAR	SPIT SOCK WHITE	$ 3.10	1/EA
191	IV Supplies and Needles	Curaplex Dart w/vial adapter kit	670212-KIT	Curaplex Dart w/ Vial Adaptor Kit (3CC Syringe)	CURAPLEX BY BOUND TREE	670212-KIT	$ 7.55	1/EA
192	IV Supplies and Needles	CATHETER INTRAVENOUS (IV) 16 ga x 1 1/4 IN 50/bX	353062	Protectiv Plus IV Catheters, 16ga x 1 1/4inch	SMITHS MEDICAL ASD, INC.	306201	$ 1.54	1/EA
193	IV Supplies and Needles	CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS	353065	Protectiv Plus IV Catheters, 18ga x 1 1/4inch	SMITHS MEDICAL ASD, INC.	306501	$ 1.54	1/EA
194	IV Supplies and Needles	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS	353067	Protectiv Plus IV Catheters, 20ga x 1inch	SMITHS MEDICAL ASD, INC.	306701	$ 1.54	1/EA

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212	IV Supplies and Needles	Lancets, Unistik 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple	2764-70728	Curaplex® Safety Lancet, 28 Gauge, Orange	CURAPLEX BY BOUND TREE	SLL28G-2764-70728	$ 6.25	100/BX
213	IV Supplies and Needles	Lancets, Unistik 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow	675-AT1002	Unistik 3 Normal Safety Lancet, 1.8mm, 23ga, 100/Box	OWEN MUMFORD INC	AT 1002	$ 17.25	100/BX
214	IV Supplies and Needles	Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism	1641-76618	BD Eclipse Safety Needles, 18ga x 1 1/2inch	BECTON DICKINSON	305766	$ 22.35	100/BX
215	IV Supplies and Needles	Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism	62305916	Safety Glide Hypodermic Needle, 25ga x 1inch	Becton Dickinson	305916	$ 0.40	1/EA
216	IV Supplies and Needles	Syringe and Needle, 10cc, 21 ga x 1 1/2 inch	11297	Syringe with Needle, Luer-lock Tip, 3cc, 21ga x 1-1/2in, Deep Green Hub	EXEL INTERNATIONAL, INC.	26107	$ 0.09	1/EA
217	IV Supplies and Needles	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch	11278	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 25ga x 5/8in	EXEL INTERNATIONAL, INC.	26044	$ 0.10	1/EA
218	IV Supplies and Needles	Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch	30-26040BX	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2in	EXEL INTERNATIONAL, INC.	26040	$ 10.40	100/BX
219	IV Supplies and Needles	Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle	625779	Syringe, Detachable Eclipse Needle, 21ga x 1inch, 3cc	BECTON DICKINSON	305779	$ 0.26	1/EA
220	IV Supplies and Needles	Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle	C012350	Safety Glide Hypodermic Needle, 22ga x 1 1/2inch	BECTON DICKINSON	305900	$ 15.90	50/BX
221	IV Supplies and Needles	SYRINGE ONLY LUER LOCK 30CC	1633-30430	Syringe Only, Luer Lock, 30cc	B. BRAUN MEDICAL, INC	4617304F-02	$ 0.44	1/EA
222	IV Supplies and Needles	SYRINGE ONLY LUER LOCK 60CC	620300	Syringe (Only), Luer Lock w/cap, 50-60cc	EXEL INTERNATIONAL, INC.	26300	$ 16.12	25/BX
223	IV Supplies and Needles	Syringe, Luer Lock, 30-35cc,	1633-29030	Syringe, Luer Lock w/Cap, 30-35cc	EXEL INTERNATIONAL, INC.	26290	$ 0.42	1/EA
224	IV Supplies and Needles	Tourniquet (non latex) individual rolled	1841-14000	Curaplex Tourniquet, Latex Free 1in x 18in, Rolled, Blue	CURAPLEX BY BOUND TREE	1841-14000	$ 19.98	250/BG
225	IV Supplies and Needles	VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK	353367	Interlink Vial Access Cannula, 15ga	BECTON DICKINSON	303367	$ 0.35	1/EA
226	LP-15 and Lucas Supplies	4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	2743-02011	4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	STRYKER	11111-000020	$ 345.70	1/EA
227	LP-15 and Lucas Supplies	6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15	2743-02211	6-Wire Precordial Leads for a 12-Lead ECG Cable	STRYKER	11111-000022	$ 131.25	1/EA
228	LP-15 and Lucas Supplies	ECG Chart Paper, Thermal,108mm,Red Grid, for Physio-Control LP15 or equivalent	2745-10108	Curaplex® ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control LP11, LP12, LP15	CURAPLEX BY BOUND TREE	LP12	$ 1.40	1/RL

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246	LP-15 and Lucas Supplies	LUCAS	4510-04676	Lucas 2 Suction Cupt, Disposable, 3/pack	STRYKER	11576-000046	$ 125.90	3/PK
247	LP-15 and Lucas Supplies	Masimo SET Rainbow Compatible Cable, 4 ft	2743-02406	Masimo Rainbow RC-4 Compatible Cable for SpO2, 4 ft	MASIMO	2406	$ 94.35	1/EA
248	LP-15 and Lucas Supplies	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable	2712-04971	Masimo SET Rainbow Sensor, 3 ft, Reusable, Adult	STRYKER	11171-000049	$ 557.75	1/EA
249	LP-15 and Lucas Supplies	Masimo Rainbow, DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft for use with RC Patient Cable	2743-02069	Sensor, Rainbow Direct Connect, Pediatric, 3 Foot DCIP, SpO2, SpCO, SpMet (methemoglobin).	MASIMO	2069	$ 779.00	1/EA
250	LP-15 and Lucas Supplies	Mobil Battery Charger (Physio) Includes AC and DC power cords	2750-57711	Mobile Battery Charger, for the LifePak 15 LP15	STRYKER	11577-000011	$ 1,889.47	1/EA
251	LP-15 and Lucas Supplies	Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent	16384	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult	CURAPLEX BY BOUND TREE	6600205H	$ 15.55	1/PR
252	LP-15 and Lucas Supplies	Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent	16384	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult	CURAPLEX BY BOUND TREE	6600205H	$ 15.55	1/PR
253	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Adult	2615-63501	UltraCheck BP Cuff, Adult Single Tube, Reusable, 26-35cm, HP Fitting	SPACELABS HEALTHCARE	US2635HP-05	$ 13.28	1/EA
254	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Child	2615-32003	UltraCheck BP Cuff, Child Single Tube, Reusable, 13-20cm, HP Fitting	SPACELABS HEALTHCARE	US1320HP-05	$ 8.95	1/EA
255	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Infant	2615-81409	UltraCheck BP Cuff, Infant Single Tube, Reusable, 8-14cm, HP Fitting	SPACELABS HEALTHCARE	US0814HP-05	$ 7.95	1/EA
256	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Large Adult	2615-24212	UltraCheck BP Cuff, LG Adult Single Tube, Reusable, 32-42cm, HP Fitting	SPACELABS HEALTHCARE	US3242HP-05	$ 14.95	1/EA
257	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Small Adult	2615-82619	UltraCheck BP Cuff, SM Adult Single Tube, Reusable, 18-26cm, HP Fitting	SPACELABS HEALTHCARE	US1826HP-05	$ 10.35	1/EA
258	LP-15 and Lucas Supplies	NIBP Tubing Coiled (Physio)	2613-28148	NIBP Hose, Bayonet Design, Coiled, 9 ft	STRYKER	21300-008148	$ 82.25	1/EA
259	LP-15 and Lucas Supplies	REDI-Charge Base	2746-11541	REDI-CHARGE Battery Charger Base	STRYKER	11141-000115	$ 1,389.90	1/EA
260	LP-15 and Lucas Supplies	SENSOR, MASIMO LNCS ADTX, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG	2712-04126	Masimo SET LNCS Adtx Adhesive Sensor, Disposable, Adult, Greater than 30kg	MASIMO	1859	$ 12.92	1/EA
261	LP-15 and Lucas Supplies	Sensors, Masimo SET M-LNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable	2712-03911	Masimo SET M-LNCS Adhesive Sensor, 18 inch, Adult	STRYKER	11171-000039	$ 13.90	1/EA
262	LP-15 and Lucas Supplies	Sensors, Masimo SET M-LNCS, Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable	2712-41171	Masimo SET M-LNCS SpO2 Sensor, Adhesive, Disposable, Infant	STRYKER	11171-000041	$ 18.18	1/EA

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EMS Medical Supplies
Bid No.: 2020-28

Line	City of Midlothian Item Description		Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
283	Medications	CALCIUM CHLORIDE 1GM 10ML LUERJET	373304	Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933041	$ 110.15	10/BX
284	Medications	Calcium Chloride 1gm, 10ml Luer Jet 10108	373304	Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933041	$ 111.42	10/BX
285	Medications	Certa Dose Epinephrine Convience Kit	0001-05	Certa Dose Epinephrine Convenience kit (1ml vial, 2 syringes) 1/EA 5EA/CT	CERTA DOSE - SPECIALTY PHARM SVC	CD-EPI-005	$ 96.75	1/EA
286	Medications	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C	377515	Dextrose, 50%, 50ml Ansyr Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409751716	$ 108.70	10/BX
287	Medications	DEXTROSE 50% 25GM, 50ML LUER JET 10138	373301	Dextrose, 50%, 25gm, 50ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933011	$ 152.70	10/PK
288	Medications	Dextrose D10 250cc	7520-20	Dextrose, 10%, 250ml bag	B. BRAUN MEDICAL, INC	L5202	$ 2.72	1/EA
289	Medications	Diltiazem, 25mg, 5ml Vial *Refrigerate*	6013-10	Diltiazem Hydrochloride Injection, 25mg/5ml (5mg ml) Vial (Refrigeration Required)	Hikma Pharmaceuticals USA Inc	0641601310	$ 35.15	10/BX
290	Medications	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL	1000200	Diphenhydramine 50mg/ml 1ml sdv 2035-Benadryl	HF Acquisition CO, LL (HealthFirst)	1000200	$ 4.35	1/EA
291	Medications	Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A	374921	Epinephrine, 1:10,000, 1mg, 10ml, LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409492134	$ 61.15	10/BX
292	Medications	Epinephrine 1:10000, 1mg , 10ml	374921	Epinephrine, 1:10,000, 1mg, 10ml, LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409492134	$ 61.15	10/BX
293	Medications	Epinephrine 1:10000, 1mg, 10ml Luer Jet 10198	373316	Epinephrine, 1:10,000, 1mg, 10ml, Luer Jet Prefilled Syringe	IMS LIMITED	7632933161	$ 95.75	10/PK
294	Medications	Epinephrine1:1000	0159-25EA	Adrenalin (Epinephrine) 1mg, 1ml Vial (1:1000)	CARDINAL HEALTH RX	995914	$ 465.75	25/PK
295	Medications	Fentanyl 100mg/1ml vial	379094	Fentanyl, Class II, 0.05mg/ml, 2ml Vial	PFIZER INC. (HOSPIRA)	0409909422	$ 32.80	25/BX
296	Medications	Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	0593-03	Glucagon Kit 1mg contains 1 vial of 1mg Glucagon and 1 vial of 1ml Sterile Water. Glucagon is in powder form in a 1mg vial along with 1ml of sterile water for reconstitution	OTHER MANUFACTURER	63323-0593-03	$ 147.50	1/EA
297	Medications	Glugagon, 1mg Lily Red Kit	000002145001	Glucagon, 1mg, 1ml Vial, Emergency Kit, Red, 1 Vial Powder, 1 Prefilled Syringe of Diluent	CARDINAL HEALTH-PHARMA	2858090	$ 349.50	1/EA
298	Medications	Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)	662248	Transcend Glucose Gel, Strawberry Flavor, 3/pk	LIFE NUTRITION LLC	6379	$ 3.55	3/PK
299	Medications	Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)	LN7637	Glucose Transcend, 15gm Gel, Orange	LIFE NUTRITION LLC	7637	$ 3.55	3/PK
300	Medications	HALOPERIDOL 5MG 1ML VIAL	373474	Haloperidol, 5mg, 1ml Vial	OTHER MANUFACTURER	437401 (25/PK)	$ 187.70	25/PK
301	Medications	Heparin 5000u/1ml vial	AB2723-01C	HEPARIN SODIUM 5,000U/1ML VIAL (25/BOX)	PFIZER INC. (HOSPIRA)	0409-2723-01	$ 34.90	25/BX
302	Medications	Heparin pre-mixed 250 or 500cc bag	7620-03	Heparin in 0.9% Saline for Injection, 1,000 USP Units, 500ml Bag	PFIZER INC. (HOSPIRA)	0409762003	$ 74.75	18/CS
303	Medications	IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED	379801	Ipratropium Bromide, 0.02%, 2.5ml, Individually Wrapped, 30/Box	NEPHRON PHARMACEUTICALS CORP	9801-01	$ 5.90	30/BX
304	Medications	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile	600-10	Prefilled IV Flush Syringe, Sterile, 10ml Normal Saline, 12ml Syringe	AQUABILITI	ZT0806	$ 0.33	1/EA
305	Medications	IV Solution, Dextrose 10% 250ml Bag 36ea/cs Baxter	1921-16217	Dextrose, 10%, 250ml Bag	BAXTER HEALTHCARE-DMG	2B0162Q	$ 5.52	1/EA

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

Item #	City of Midlothian Item Description		Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
330	Medications	SODIUM BICARBONATE 8.4%	376625	Sodium Bicarbonate, 8.4%, 50ml Vial	PFIZER INC. (HOSPIRA)	0409662502	$ 280.00	25/BX
331	Medications	Sodium Bicarbonate 8.4% 50ml Luer Jet 10358	371035	Sodium Bicarbonate, 8.4%, 50ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933521	$ 147.12	10/PK
332	Medications	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A	376637	Sodium Bicarbonate, 8.4 %, 50ml LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409663734	$ 115.90	10/BX
333	Medications	Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivelant	0409-0047-22	SOLU-MEDROL? Act-O-Vial System, 125 Mg, 2ml	PFIZER INC. (HOSPIRA)	0009-0047-22	$ 242.35	25/BX
334	Medications	Terbutaline 1mg, 1ml Vial	9746-10EA	Terbutaline, 1mg, 1ml Vial 10ea/Box	Hikma Pharmaceuticals USA Inc	0143974610	$ 47.55	10/BX
335	Medications	Tranexamic Acid 100mg/ml, 10ml vial	0166-41	Tranexamic Acid 100mg/ml, 10ml vial	CARDINAL HEALTH-PHARMA	5099510	$ 117.50	10/BX
336	Medications	Vecuronium 10mg/10ml vial	0931-44	Vecuronium, 10mg, 10ml Vial, Powder	CARDINAL HEALTH-PHARMA	5058045	$ 91.15	10/BX
337	SUCTION	Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent	533-MS-YK20EA	Yankauer Suction Handle with Bulb Tip and Control Vent, 6ft Tube	CURAPLEX BY BOUND TREE	BT-YK20	$ 1.04	1/EA
338	SUCTION	Curaplex Disposable Suction Canister, 1200cc or equivalent	2212-11200	Curaplex Disposable Hydrophobic Suction Canister, 1200cc	CURAPLEX BY BOUND TREE	484410	$ 2.48	1/EA
339	SUCTION	Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK	2743-80422	Coaxial Vacuum Connector 33cm 12/PK	LAERDAL MEDICAL CORP.	780422	$ 11.65	12/PK
340	SUCTION	LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL	L780020	Suction Unit w/Bemis Canister, Cords, Tubing, Battery	LAERDAL MEDICAL CORP.	78002001	$ 887.85	1/EA
341	SUCTION	Medi-Vac Guardian Disposable Hard Suction Canister 1200ml	2212-11200	Curaplex Disposable Hydrophobic Suction Canister, 1200cc	CURAPLEX BY BOUND TREE	484410	$ 2.48	1/EA
342	SUCTION	Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36090	Curaplex Suction Catheter, 6F	CURAPLEX BY BOUND TREE	36090	$ 0.12	1/EA
343	SUCTION	Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36091	Curaplex Suction Catheter, 8F	CURAPLEX BY BOUND TREE	36091	$ 0.12	1/EA
344	SUCTION	Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36092	Curaplex Suction Catheter, 10F	CURAPLEX BY BOUND TREE	36092	$ 0.12	1/EA
345	SUCTION	Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36093	Curaplex Suction Catheter, 12F	CURAPLEX BY BOUND TREE	36093	$ 0.12	1/EA
346	SUCTION	Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36094	Curaplex Suction Catheter, 14F	CURAPLEX BY BOUND TREE	36094	$ 0.12	1/EA
347	SUCTION	Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF	36095	Curaplex Suction Catheter, 16F	CURAPLEX BY BOUND TREE	36095	$ 0.12	1/EA
348	SUCTION	Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36096	Curaplex Suction Catheter, 18F	CURAPLEX BY BOUND TREE	36096	$ 0.12	1/EA
349	STRETCHER SUPPLIES	Curaplex Blanket, Fleece 60x90 blue	17100MS	Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue	CURAPLEX BY BOUND TREE	17100MS	$ 3.50	1/EA
350	STRETCHER SUPPLIES	Curaplex Blanket, Polyester 40x80 gray	3271-63802	Curaplex Blanket, 100% Polyester, 40in x 80in, Gray	CURAPLEX BY BOUND TREE	3271-63802	$ 30.99	10/CS
351	STRETCHER SUPPLIES	Curaplex Patient Transporter 1200lb or greater capacity or equivalent	3246-12345	Curaplex Patient Transporter, 1800lb Capacity	CURAPLEX BY BOUND TREE	3246-12345	$ 15.25	1/EA
352	STRETCHER SUPPLIES	Curaplex XPS Fitted Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent	3271-62602	Curaplex Stretcher Sheet, Fitted	CURAPLEX BY BOUND TREE	3271-62602	$ 45.50	30/CS
353	STRETCHER SUPPLIES	Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs	206-089-7015EA	Pillow, Disposable, Polyester Fill, 18inch x 24inch, 16oz	CARE LINE INC.	089-7015	$ 2.40	1/EA
354	STRETCHER SUPPLIES	Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends	506022BK	Straps, Nylon, Metal Push Button Buckle, 2 Piece w/Loop Ends, Black, 5 feet	DMS	111528K	$ 8.39	1/EA

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

Item #		City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
383	Various	Lumify L12-4 System	5000-68821	Lumify L12-4 System	PHILIPS MEDICAL SYSTEMS HSG	FUS6882	$ 5,119.00	1/EA
384	Various	Lumify S4-1 Bundle	5000-68840	Lumify S4-1 Bundle	PHILIPS MEDICAL SYSTEMS HSG	FUS6884	$ 5,119.00	1/EA
385	Various	Lumify C5-2 Bundle.	5000-68811	Lumify C5-2 Bundle	PHILIPS MEDICAL SYSTEMS HSG	FUS6881	$ 5,119.00	1/EA
386	Various	MANIKIN FACE SHIELD 36/RL 6RL/CS	L151200	Manikin Face Shields, 36/roll	LAERDAL MEDICAL CORP.	15120103	$ 10.96	36/RL
387	Various	OB Kit, poly bagged with scalpel	444001	Curaplex OB Kit Poly Bagged With Scalpel	CURAPLEX BY BOUND TREE	444001	$ 11.45	1/EA
388	Various	Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation	540104	Diagnostix 804N Palm Style BP Replacement Gauge Only	AMERICAN DIAGNOSTIC CORP.	804N	$ 35.00	1/EA
389	Various	Probe Covers for SureTemp Thermometers 690, Disposable	2733-53175	Probe Covers for SureTemp Thermometers, Disposable	WELCH ALLYN, INC..	05031-750	$ 10.40	250/BX
390	Various	Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut	2320-14180	Hose, Compact Ohmeda Coupler 6" conductive DISS Female Hex Nut	PRECISION MEDICAL	HA-U1C4-00180	$ 51.25	1/EA
391	Various	Ring Cutter	61511	Curaplex Ring Cutter	CURAPLEX BY BOUND TREE	47-373	$ 4.25	1/EA
392	Various	Ring Cutter, Replacement blades Magnum Medical Ring Cutter	61512	Curaplex Ring Cutter Replacement Blades	CURAPLEX BY BOUND TREE	816	$ 1.60	1/EA
393	Various	SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	400012	Medicut Scalpel, Sterile, Disposable, Size 11	DYNAREX CORPORATION	4111	$ 0.45	1/EA
394	Various	Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pk	1880-61810	Single-Use Transport Bubble Bag, 4inch x 5 1/2inch	HEALTH CARE LOGISTICS	7618-10	$ 21.70	100/PK
395	Various	Sterile Water for Irrigation, 250ml Plastic Pour Bottle	607112	Sterile Water Irrigation Solution, 250ml Pour Bottle	BAXTER HEALTHCARE OMG	2F7112	$ 2.77	1/EA
396	Various	Sterile Water for Irrigation, 500ml Plastic Pour Bottle	355001	Sterile Water For Irrigation, 500ml Plastic Irrigation Container	B. BRAUN MEDICAL, INC	RS001-01	$ 1.84	1/EA
397	Various	Stethoscope (Adscope-Lite 619 30 in length Red)	2621-61922	Adscope-Lite 619, Stethoscope, Black	AMERICAN DIAGNOSTIC CORP.	619BK	$ 19.55	1/EA
398	Various	Stethoscope (disposable single head)	2621-01115	Stethoscope, Disposable, Yellow, Single Head, 32 in Overall Length 10/BX 10BX/CS	DUKAL CORP.	1115	$ 10.70	10/BX
399	Various	Stop The Bleed Sticker Kit (10 Stickers/Kit)	670156-KIT	Stop the Bleed Sticker Kit	CURAPLEX BY BOUND TREE	670156-KIT	$ 25.65	10/EA

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11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

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

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

Sincerely,

Brian LaDuke, President, Emergency Preparedness

Partners in EMS

In-Service Training

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

Advanced Online Tools

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

24-Hour Disaster Support

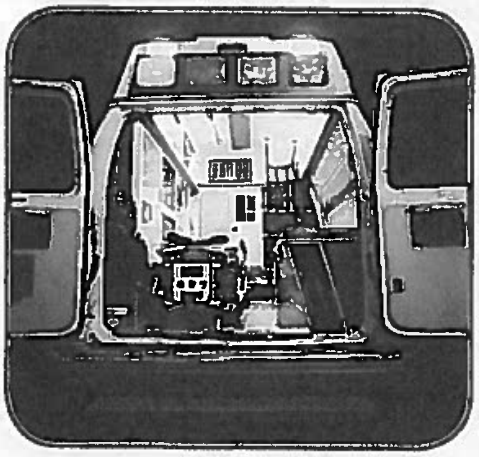
Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.

Grants Support

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

Passion and Perspective

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



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

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

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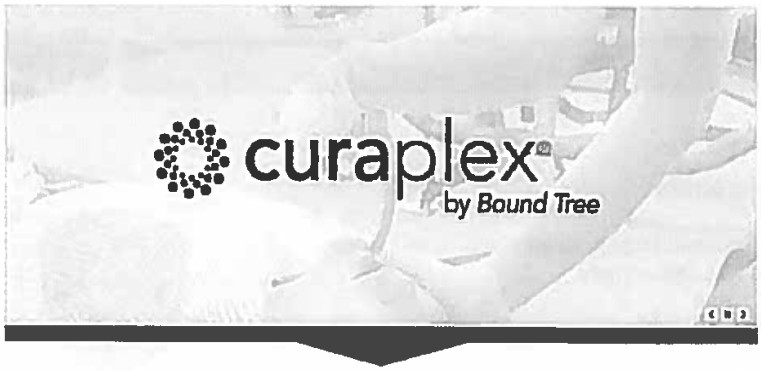

NAVIGATING EVERY DAY CARE

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

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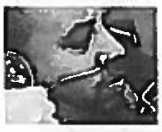

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Customer Service

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

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

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

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

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

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

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

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

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

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

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Product Return Information

NON-WARRANTY PRODUCT RETURN POLICY

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

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

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

Non-returnable Items Include:

1. Items that are special order items.

2. Items that are buy-to-order (BTO) items.

3. Items that have been marked or engraved.

4. Items returned with broken packaging or not in original packaging.

5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.

6. Product that is more than 60 days older than the invoice date.

Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.

2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.

3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.

4. Please write the RMA number clearly on the package label.

5. Enclose a copy of the original invoice or packing list in the box.

6. Send the package freight prepaid.

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Online Ordering Capabilities

a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.

b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.

c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
   - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
   - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
   - The purchase summary report can be sorted in ascending order by total sales per item.
   - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
   - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
   - Reports can be self-exported in spreadsheet format.

d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.

e. A "sold by" column is available on product detail pages to clearly describe available units of measure.

f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.

g. Unit and total price for each order are displayed in the shopping cart checkout process.

h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.

i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.

j. The purchase requisition process provides date and time stamps for all purchase requisition activities.

k. Invoice history is posted on BoundTree.com for user access.

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County, to provide Food Establishment Inspections, with a minimum of two (one every six months) .

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.**

STAFF RESPONSIBLE:
Bryan G. Ramey, II, P.E. - Managing Director for Public Works
Randolph Goucher, Building Official

BACKGROUND/HISTORY:
The City of Duncanville has on Staff a Health Inspector who performs Health Inspection for Restaurants, Daycare facilities, Duncanville Independent School District Cafeterias, and Food Trucks. This agreement will help the City provide emergency inspections in case the Health Inspector is absent.

POLICY EXPLANATION:
The City of Duncanville's' Food establishments are inspected twice a year by our City Health Inspector; however, in the rare case that an emergency condition exists that requires an Inspection when our Health Inspection is on vacation or sick leave, Dallas County will provide a Certified Sanitarian to perform the Inspection and take appropriate action.

FUNDING SOURCE: ORG AND OBJECT NUMBER
Building Inspections Contracted Services

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
01066100-700450: Budget Available $22,055.00: Requested Amt.-$1,500.00, $20,555.00

ATTACHMENTS:
Attachment 1 - Resolution No. - 2021-074 ILA Food Establishment with Exhibit A - Pdf

RESOLUTION NO. 2021-074

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 FOOD ESTABLISHMENT INSPECTIONS AS OUTLINED IN EXHIBIT A; WITH A TOTAL NOT TO EXCEED $1,500.00, AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Local Government Code (Interlocal Cooperation Contracts) allows local governments to contract with one another and with the agencies of the state; and,

WHEREAS, Chapter 437 of the Texas Health and Safety Code (Regulation of Food Service Establishments) allows local governments to regulate food service establishments, and,

WHEREAS, Chapter 12, Article II or the City of Duncanville Code of Ordinances establishes rules for food and food establishment sanitation; and

WHEREAS, The City of Duncanville wishes to provide inspections of food establishments at any time as required.

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 Food Establishment Inspections which is attached hereto as Exhibit "A" in the amount not to exceed $1,500.00.

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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

COURT ORDER 2021-1100

FY 2022 Food Establishment Inspections Interlocal Agreement with Dallas County Municipalities

On a motion made by Commissioner Dr. Theresa Daniel, and seconded by Commissioner Dr. Elba Garcia, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: October 19, 2021
FUNDING SOURCE: 120.5211

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the Food Establishment Inspections Interlocal Agreement with the City of Duncanville along with any future city needing respective services and authorize the County Judge to sign the Agreements on behalf of Dallas County.

Done in open Court October 19, 2021 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Philip Huang, MD, MPH
Originating Department: Health and Human Services

Exhibit A

Dallas County

BRIEFING / COURT ORDER

Commissioners Court - Oct 19 2021

☐ Resolution
☐ Solicitation/Contract
☐ Executive Session
☐ Addendum

FY 2022 Food Establishment Inspections Interlocal Agreement with Dallas County Municipalities

Briefing Date:	Oct 19 2021
Funding Source:	120.5211
Originating Department:	Health and Human Services
Prepared by:	Britnee Rosales, Contracts Management
Recommended by:	Philip Huang, MD, MPH, HHS Director

BACKGROUND INFORMATION:

On September 21, 2021, the Dallas County Commissioners Court approved Court Order (CO 2021-0949) that granted Food Establishment ILAs with listed municipalities. In addition to those listed, the City of Duncanville has requested that these exact services be rendered for their respective municipality. As a result, DCHHS is requesting the approval for Food Establishment Agreement ILA with the City of Duncanville, while allowing future municipalities the opportunity to this agreement should they need services rendered.

OPERATIONAL IMPACT:

The County will perform a minimum of (2) two inspections per year of each food establishment for which the City has submitted an inspection request. Also, at the City's request, the County will perform additional inspections of food establishments for an additional fee(s), including establishments which are closed for non-compliance of the health and safety laws. Follow-up inspections will be performed as necessary by the County to ensure that the food establishments are within compliance of the respective city's ordinance and state law.

FINANCIAL IMPACT:

Each City will collect and submit to the County the sum of $150.00 per year, for each food establishment, based on a minimum of (2) two inspections. For each additional inspection(s) requested by the City, the County will charge a fee of $75.00. Also, each food establishment which has been CLOSED due to health violations, will be charged a re-inspection fee of $75.00 prior to the establishment being allowed to re-open. The fee(s) will be collected by the City and paid to the County.

LEGAL IMPACT:

The Civil Division of the District Attorney's Office has reviewed the Interlocal Agreement content, and the Agreement has been approved as to form. The Commissioners Court must approve the Interlocal Agreement and authorize the County Judge to sign the Agreement.

PROJECT SCHEDULE:

The term of this Agreement is for a period commencing on October 1, 2021, and continuing through September 30, 2022.

Exhibit A

SBE PARTICIPATION:

N/A

ADMINISTRATIVE PLAN COMPLIANCE:

Recommendations included herein are consistent with the Dallas County Administrative Plan: Dallas County is a healthy community and Dallas County is a proactive regional partner. The Agreement is included under the strategy for the provision of disease prevention, health promotion, and human services programs to County residents

RECOMMENDATION:

Approve the Food Establishment Inspections Interlocal Agreement with the City of Duncanville along with any future city needing respective services and authorize the County Judge to sign the Agreements on behalf of Dallas County.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the Food Establishment Inspections Interlocal Agreement with the City of Duncanville along with any future city needing respective services and authorize the County Judge to sign the Agreements on behalf of Dallas County.

ATTACHMENTS:

Food Establishment Agreement 2021-2022- Final

Exhibit A

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT FOR FOOD**
	§	**ESTABLISHMENT INSPECTION AND**
	§	**ENVIRONMENTAL HEALTH SERVICES BETWEEN**
	§	**DALLAS COUNTY, ON BEHALF OF DALLAS**
	§	**COUNTY HEALTH AND HUMAN SERVICES, AND**
COUNTY OF DALLAS	**§**	**CITY OF _____**

SECTION 1: PARTIES

This Interlocal Agreement ("Agreement") is made by and between the City of _____, Texas ("City"), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively "County" or "DCHHS"), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as "Party", or collectively, as the "Parties".

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2022 unless otherwise stated in this Agreement. ("Term")

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;

B. Additional follow-up inspections will be performed as deemed necessary by the County;

C. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;

D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;

E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

A. The City will collect and submit to the County a fee of One Hundred Fifty and 00/100 Dollars ($150.00) per a Term for each food establishment inspected.

B. Beginning with the third inspection of a food establishment, the City will pay a Seventy Five and 00/100 Dollars ($75.00) fee for each additional inspection of that establishment requested by the City.

C. The City will collect Seventy Five and 00/100 Dollars ($75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs.

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. 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.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes ("adulticiding"), and treating standing water with larvicide ("larvaciding").

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

1) Indicate the areas and amount of acres to be sprayed; and

2) Pay the City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the "Texas Public Information Act".

SECTION 7: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

1) Lack of, or reduction in, funding or resources;

2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;

3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;

4) The City's improper, misuse or inept use of funds or resources; and/or

5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. The City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement 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.

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-

insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

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

COUNTY
Clay Lewis Jenkins, County Judge
Dallas County
411 Elm St, 2nd Floor
Dallas, Texas 75202

CITY
[Insert Contact info.]

W/copy to:
Philip Huang, Director DCHHS
2377 N Stemmons Fwy #820
Dallas, TX 75207

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. 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. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 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 are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental 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.

12.7 COMPLIANCE WITH LAWS AND VENUE

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. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

12.9 CONTRA PROFERENTUM

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

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the _____ City Council.

12.11 CONTINUING OBLIGATIONS

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.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, 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 parties 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.

12.13 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.

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

Exhibit A

EXECUTED THIS ___1___ DAY OF ____October____ 2021. ("Effective Date")

FOR DALLAS COUNTY:

BY: Clay Lewis Jenkins
County Judge

DATE: _____

FOR CITY:

BY: _____
City Manager/Mayor

DATE: _____

Recommended:

BY: Dr. Philip Huang
Director, DCHHS

Recommended (CITY):

BY: _____
Title: _____

Approved as to Form*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

RUSSELL RODEN
CHIEF, CIVIL DIVISION

BY: James R. Palomo
Assistant District Attorney

Approved as to Form (CITY):

BY: _____
Title: _____

*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, Dallas County. 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 - 16 Nov 2021

TITLE:
Consider a Resolution approving the terms and conditions of Professional Engineering Services Agreement PSA-21-3220011 for Engineering Consulting Services Design of Ten Mile Creek Erosion Control Improvements with Burgess & Niple, Inc., in the proposed amount of $165,060.00.

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.**

STAFF RESPONSIBLE:
Bryan G. Ramey II, P.E., Managing Director for Public Works

BACKGROUND/HISTORY:
In the Summer of 2021, a resident who lives in the vicinity of Swan Ridge Dr. informed the City of severe erosion which was occurring in the vicinity of Ten Mile Creek and Swan Ridge Dr. City staff inspected the creekbank and determined that two, City-owned concrete bagwalls in the area had partially failed and needed to be replaced. In addition, staff noted a damaged stormwater culvert outfall had been badly damaged by erosion, and the nearby creek bank needed to be repaired at Birdwood Circle.

This agreement will provide the City with engineering services for the preparation of plans and construction specifications for Ten Mile Creek Erosion Control Improvements. Burgess & Niple will also provide bidding services, construction phase services, topographical survey, and geotechnical investigations under the contract.

POLICY EXPLANATION:
Professional Engineering Services are exempt from bidding in accordance with the Texas Procurement Chapter 252.2254.002. The City relies on consulting engineering firms for specialty design work. Engineering is selected based on qualifications and price negotiation. In January 2018, Public Works solicited Statements of Qualifications (SOQs) to select highly qualified engineering firms to provide design work over the next five years, providing the City with long-term partnerships.

Five firms were selected through a two-phase evaluation process. SOQs were received from 19 firms and evaluations performed based on schedule/budget history, resources and capabilities, design experience, and key personnel. Of the 19 firms, 11 were selected to continue to Phase 2. In Phase 2, the 11 firms presented their project approach using a sample water design project and were evaluated

on design approach and schedule. As a result, the following five engineering firms were selected: Burgess & Niples, Dunaway Associates, RJN Group, Criado Associates, and IEA Inc.

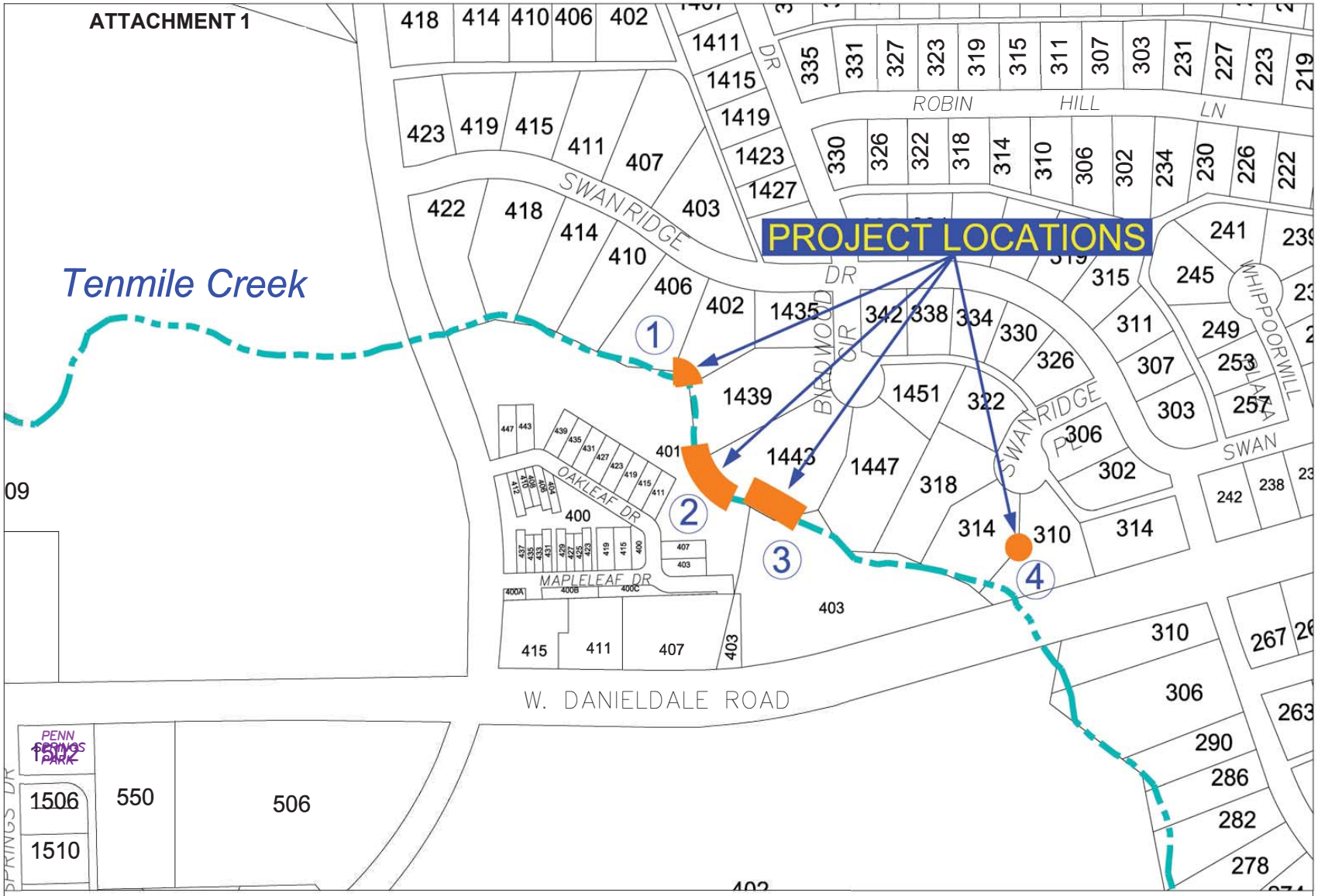
Burgess & Niples, Inc., is a nationally recognized engineering and architecture firm founded over a hundred years ago with offices in over twenty-five locations. The Dallas office will be responsible for work performed under this contract. Burgess & Niples will utilize the services of a subconsultant to perform a portion of the work. Their team has extensive experience in performing the type of work specified in the agreement.

FUNDING SOURCE: ORG AND OBJECT NUMBER
FY22 Drainage Fund for the engineering design of the project; 15050000-708103.

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
Available budget: $311,518.75; Purchase Request $165,060.00; Remaining budget $146,458.75.

ATTACHMENTS:
Attachment 1 - Drainage Ten Mile Creek Exhibit
Attachment 2 - Resolution No. - 2021-045 - Design Ten Mile Creek Erosion Control Improvements - Pdf

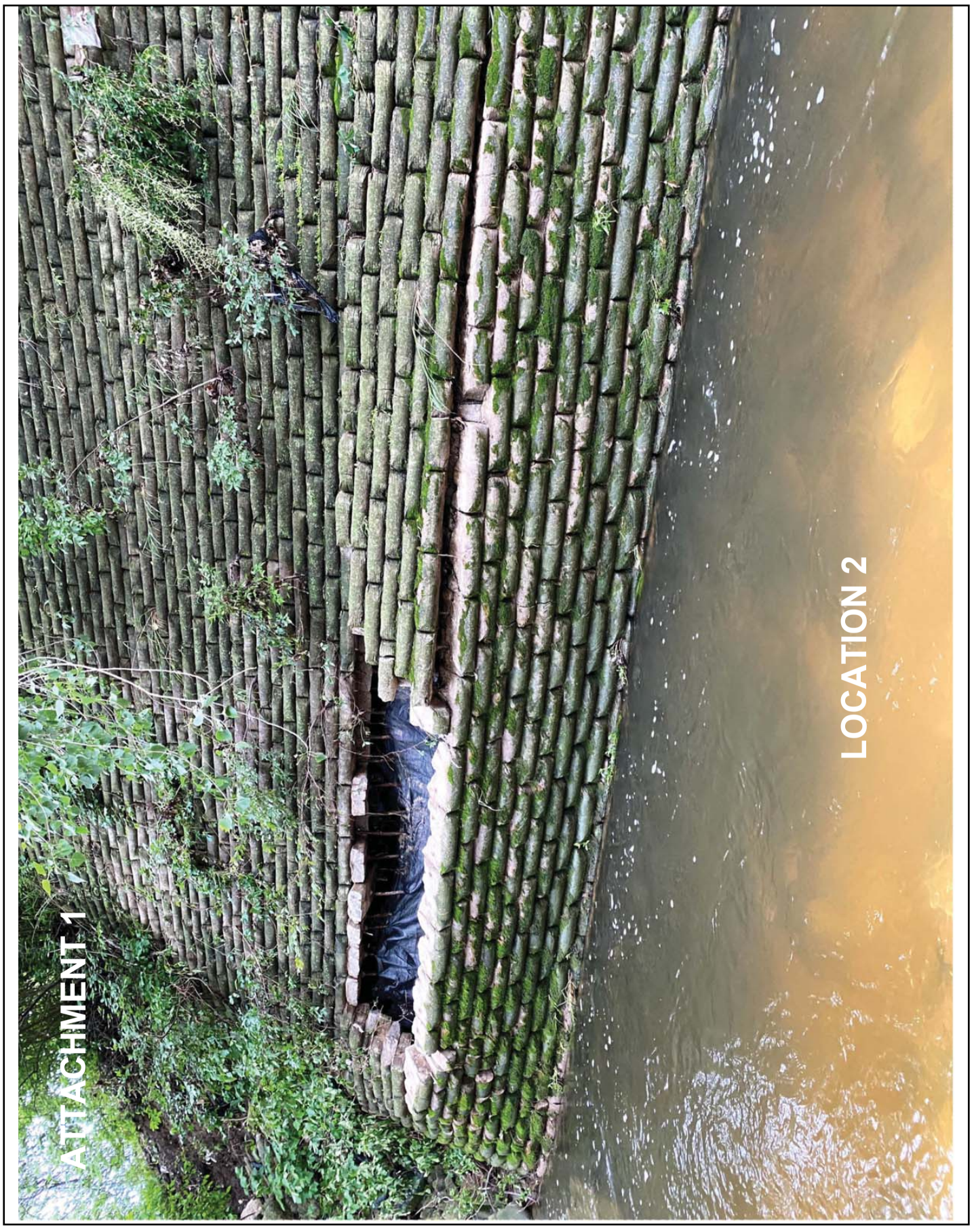
ATTACHMENT 1



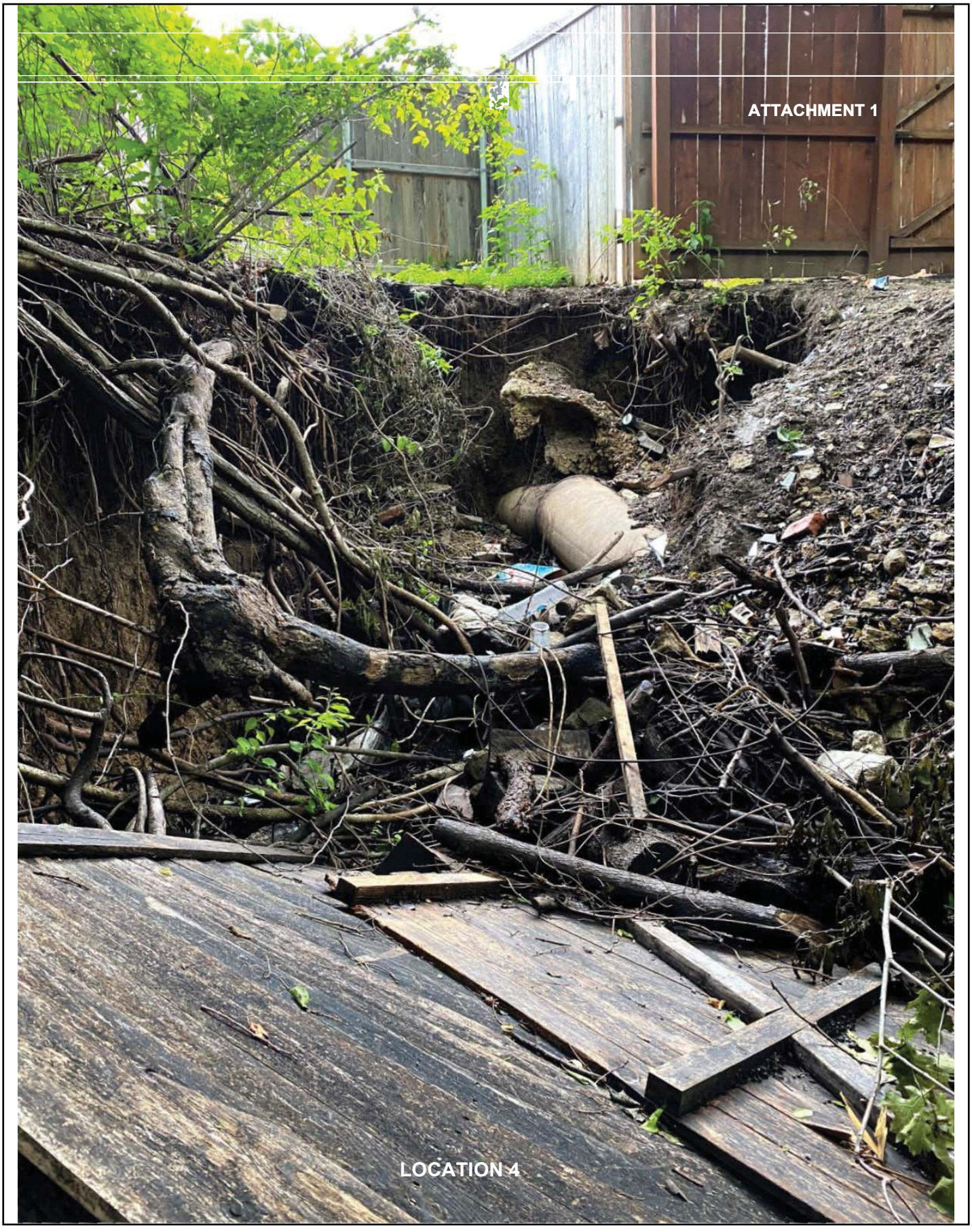
TEN MILE CREEK EROSION CONTROL IMPROVEMENTS ENGINEERING

1. Swan Ridge Bag Wall Replacement, 2. Oak Leaf Dr Bagwall Repalcement
3. Birdwood Circle Retaining Wall, 4. Storm Water Outfall Repair

ATTACHMENT 1
LOCATION 1


ATTACHMENT 1
LOCATION 2

ATTACHMENT 1
LOCATION 3


ATTACHMENT 1
LOCATION 4

RESOLUTION NO. 2021-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT 21-3220011 FOR DESIGN SERVICES FOR TEN MILE CREEK EROSION CONTROL IMPROVEMENTS, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A" WITH BURGESS & NIPLE, INC., IN THE PROPOSED AMOUNT OF $165,060.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PURCHASE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville desires to continue its commitment to make infrastructure improvements to the quality and capacity of erosion control within the city's boundaries; and

WHEREAS, the City of Duncanville desires to enter into an agreement for the design of Ten Mile Creek Erosion Control Improvements; and

WHEREAS, the City of Duncanville has $165,060.00 available in the FY22 Drainage Utility Fund for the design of the listed project; and

WHEREAS, the City of Duncanville City Council desires to use these funds for erosion control improvements 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 Professional Engineering Services Agreement PSA-21-3220011 for Engineering Consulting Services Design of Ten Mile Creek Erosion Control Improvements, attached hereto and incorporated herein as Exhibit "A", with Burgess & Niple, Inc., in the proposed amount of $165,060.00.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

PSA-21-3220011

ENGINEERING CONSULTING SERVICES
Professional Services Contract

This **PROFESSIONAL SERVICES AGREEMENT** ("agreement) is made and entered into by and between the **City of Duncanville** ("City"), a Texas home rule municipal corporation, acting by and through Paul Frederiksen, its duly authorized Interim City Manager, and **Burgess & Niple, (**"Contractor"**)** authorized to do business in Texas for on-call traffic engineering.

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 & B" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Contract
The term of this agreement shall commence of the effective date and continue until completion of project unless terminated earlier.

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 an amount not to exceed **ONE HUNDRED AND SIXTY-FIVE THOUSAND AND SIXTY DOLLARS ($165,060.00)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A", 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.

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 "A". 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.

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
B. 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.

C. 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 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 Manager PO Box 380280 Duncanville, TX 75138 (972) 780-5850 omotayo.sokale@duncanville.com
If to CONTRACTOR:	Burgess & Niple Attn: Lowell D. DeGroot, PE 12750 Merit Drive, Park Central 7, Ste 425 Dallas, TX 75251 Direct: 972-620-1255 dan.degroot@burgessniple.com

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 One Million Dollars ($1,000,000.00) for anyone (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 Manager
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
omotayo.sokale@duncanville.com

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.

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 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 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.

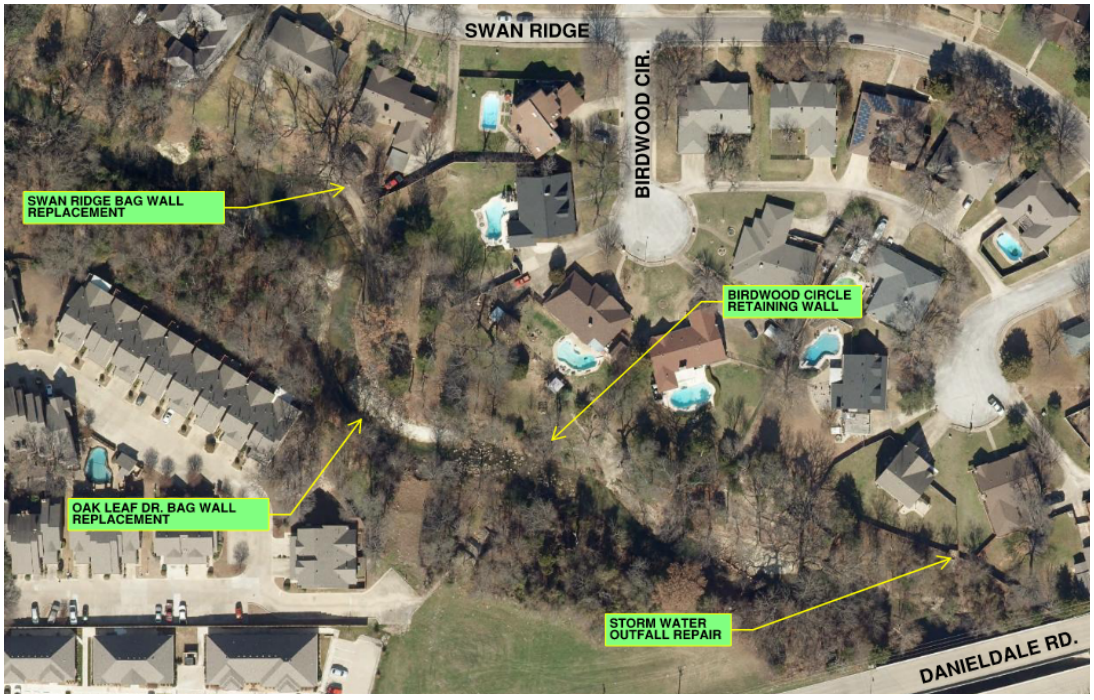
(Signature follows this page)

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the _____day of _____, 2021.

CITY OF DUNCANVILLE, TEXAS Owner	**BURGESS & NIPLE** Contractor
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title

EXHIBIT "A"
Scope of Services and Compensation Schedule
Ten Mile Creek Erosion Control Replacements (Swan Ridge Dr. near Birdwood Cir.)

Burgess & Niple, Inc. to provide plans and specifications for the replacement of two concrete bag walls that have partially failed, the repair of a stormwater culvert outfall that has been badly damaged by erosion, and repair of a nearby creek bank that was not previously repaired at Birdwood Circle. Burgess & Niple. Inc. has enlisted the engineering firm of Walter P Moore and Associates, Inc. for erosion control and structural design for the four separate sites. We have included easements required for the rock anchors needed for retaining wall construction. Location map is provided below:



Basic Engineering Services

Task 1 - Preliminary Design Phase (30%) – Design services up to the 30% milestone providing 30% plan and construction cost estimate. No construction specification would be presented at this milestone. Coordination with affected utilities such as water, gas, telephone, cable TV and electric will be completed during this phase. The following sheets will be prepared:

- Cover sheet
- General notes / typical section sheet
- Project layout sheets with general overall dimensions
- Erosion control sheets
- Plan and sections sheets for the different Sites

- Structural details for each site
- Geotechnical bore logs
- Standard detail sheets

Task 2 - Intermediate Design Phase (65%) – Design services up to the 65% milestone providing 65% plans, construction specifications and construction cost estimate. Incorporate any comments from City of Duncanville review.

Task 3 - Final Design Phase (95%) – Design services up to the 95% milestone. Revise intermediate plans incorporating comments from the City, incorporate comments from the utility companies, finalize construction plans for proposed improvements, prepare and finalize special technical specifications/special conditions, final cost construction cost estimates.

Submit four sets of pre-final plans, and one set of special technical specifications, draft bid schedule, and statement of probable construction cost to the City for review.

Submit three sets of final plans, three bound copies of the bid documents and one unbound original bid document set to the City.

Plan submittal outline:

- Cover sheet
- General notes / typical section sheet
- Horizontal and vertical control sheets
- Temporary sediment control sheets
- Project layout sheets with general overall dimensions
- Erosion control sheets
- Plan and sections sheets for the different Sites
- Profile sheets where required
- Structural details for each site
- Geotechnical bore logs
- Standard detail sheets

Task 4 - Bidding Services – Assist the City staff in advertising bids. Other activities will include the following:

- Submit one full size set and one-half size set of final plans, two bound copies of the bid manual and the unbound original bid manual set to the City.
- Assist City by responding to questions and interpreting bid documents.
- Attend and assist the City staff at the bid opening.
- Contact references of low bidder and provide recommendation letter.
- Assist the City staff in a pre-construction conference.

Task 5 - Construction Phase Services – Provide reviews of contractor submittals and written responses to request for information or clarifications. Provide up to three site visits and assist the City staff in conducting the final inspection.

Special Services

Task 6 – Topographic Services Swan Ridge/Oak Leaf Bag Wall Replacement – Topographic survey required for design. Survey to utilize City of Duncanville GPS control.

Task 7 – Topographic Services Birdwood Circle Erosion Control Improvements – Topographic survey required for design. Survey to utilize City of Duncanville GPS control.

Task 8 – Topographic Services Storm Water Outfall Repair– Topographic survey required for design. Survey to utilize City of Duncanville GPS control.

Task 9 – Geotechnical Investigation – A total of two borings drilled to a depth of about 15 feet below existing grade will be taken from Swan Ridge Drive. The borings will be drilled within the existing roadway

Task 10 – Easement Exhibits – Provide Three (6) easement exhibits to the City of Duncanville if required. B&N to bill only if this tasked is used for the project.

EXCLUSIONS:

A. Sanitary Sewer Capacity Analysis
B. Right of Way Exhibits
C. Subsurface Utility Engineering
D. Detailed construction staking.
E. Full time construction inspection.
F. Trench excavation safety plan.
G. Preparation of Contractor's monthly pay estimates.
H. Review of Contractor's monthly pay estimates.
I. Utility Locate Service.
J. Quality control and testing services during construction.
K. Public Meetings.
L. We believe that this project will be covered under a US Army Corps of Engineers (USACOE) Nationwide Permit. We have not included services for delineation of USACOE jurisdiction or involvement in the USACOE permit processes.
M. Hydraulic modeling of the proposed improvements and the impact on the stream flows is not included. It is our intention that the proposed solution will balance cut and fill within the stream.

Compensation Schedule

Compensation to Burgess & Niple, Inc. for the services described herein shall be according to the following fee schedule:

FEE SCHEDULE

BASIC ENGINEERING SERVICES		
Task No.	Description	Lump Sum Fee
1	Preliminary Design Phase (30%)	
	A. Swan Ridge Drive Bag Wall Replacement Design	$12,375.00
	B. Oak Leaf Drive Bag Wall Replacement Design	$12,375.00
	C. Birdwood Circle Erosion Control Design	$8,250.00
	D. Stormwater Culvert Outfall Repair Design	$4,950.00
2	Intermediate Design Phase (65%)	
	A. Swan Ridge Drive Bag Wall Replacement Design	$14,438.00
	B. Oak Leaf Drive Bag Wall Replacement Design	$14,438.00
	C. Birdwood Circle Erosion Control Design	$9,625.00
	D. Stormwater Culvert Outfall Repair Design	$5,775.00
3	Final Design Phase (95%)	
	A. Swan Ridge Drive Bag Wall Replacement Design	$14,438.00
	B. Oak Leaf Drive Bag Wall Replacement Design	$14,438.00
	C. Birdwood Circle Erosion Control Design	$9,625.00
	D. Stormwater Culvert Outfall Repair Design	$5,775.00
4	Bidding Services	$1,910.00
5	Construction Phase Services	$4,600.00
	Total Basic Engineering Services:	**$133,010.00**
SPECIAL SERVICES		
6	Topographic Survey Swan Ridge/Oak Leaf Bag Wall Replacement	$9,650.00
7	Topographic Survey Birdwood Circle Erosion Control Improvements	$7,200.00
8	Topographic Services Storm Water Outfall Repair	$2,800.00
9	Geotechnical Investigation	$6,600.00
10	Easement Exhibits (6 @ $1,750 EA)	$10,500.00
	Total Special Services:	**$32,050.00**
	TOTAL:	**$165,060.00**

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution authorizing the third renewal of the term contract for IFB #18-052 Street Sweeping Services from Sweeping Services of Texas, Operating L.P. of Hurst, Texas, with an estimated expenditure amount of $86,000.00

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.**

STAFF RESPONSIBLE:
Bryan G. Ramey II, P.E., Managing Director for Public Works

BACKGROUND/HISTORY:
The sweeping contract is part of the City's efforts to keep pollution and debris out of the City's drainage infrastructure and the City's creeks. This is a requirement by TCEQ as part of the City's Municipal Separate Storm Sewer System (MS4) permit.

This contract requires the contractor to clean all pavement in the designated areas, to include but not limited to curbs, gutters, median curbs, road shoulders, gore points and turning lanes located in the City as referenced by the attached map.

The scope of work for the street sweeping contract includes:

1. Arterial Roads (95.3 curb miles) will be cleaned monthly in the evening.

2. Oriole Blvd and Center St (5.75 curb miles) will be cleaned monthly during the day.

3. The City-owned parking lots at Library/Rec Center, Senior Center, City Hall, and Service Center will be cleaned monthly in the evening.

4. Residential streets (189 curb miles) will be cleaned on an as-needed basis based on street conditions. The contract allows for six cycles per year. Residential streets are cleaned during the day.

5. Additional "special sweeps" will be performed on an as-needed basis, such as following the Independence Day Parade.

The City has purchased pavement sweeping services from Sweeping Services of Texas, Operating L.P. of Hurst, Texas since 2016. In January 2018, the City advertised and solicited bids for this service. Bids were opened on January 31st, 2018 with three vendors responding with their unit prices for each type of service. The attached bid tabulation was prepared using estimated annual quantities. The low bidder was Sweeping Services of Texas, Operating L.P. The base contract was awarded in May 2018. This is the third of four annual renewals for this contract.

In the previous term, 01 May 2020 - 30 April 2021, the contractor collected approximately 700 cubic yards of debris. This equates to over 56 large dump trucks full of debris kept out of the City's drainage infrastructure and creeks.

This authorization would cover the purchase of this service on a scheduled basis through April 30, 2022. The estimated purchase amount during the term is $86,000.00.

POLICY EXPLANATION:
City Council approval is required for all purchases over $50,000.00

This authorization is compliant with Texas municipal purchasing statutes.

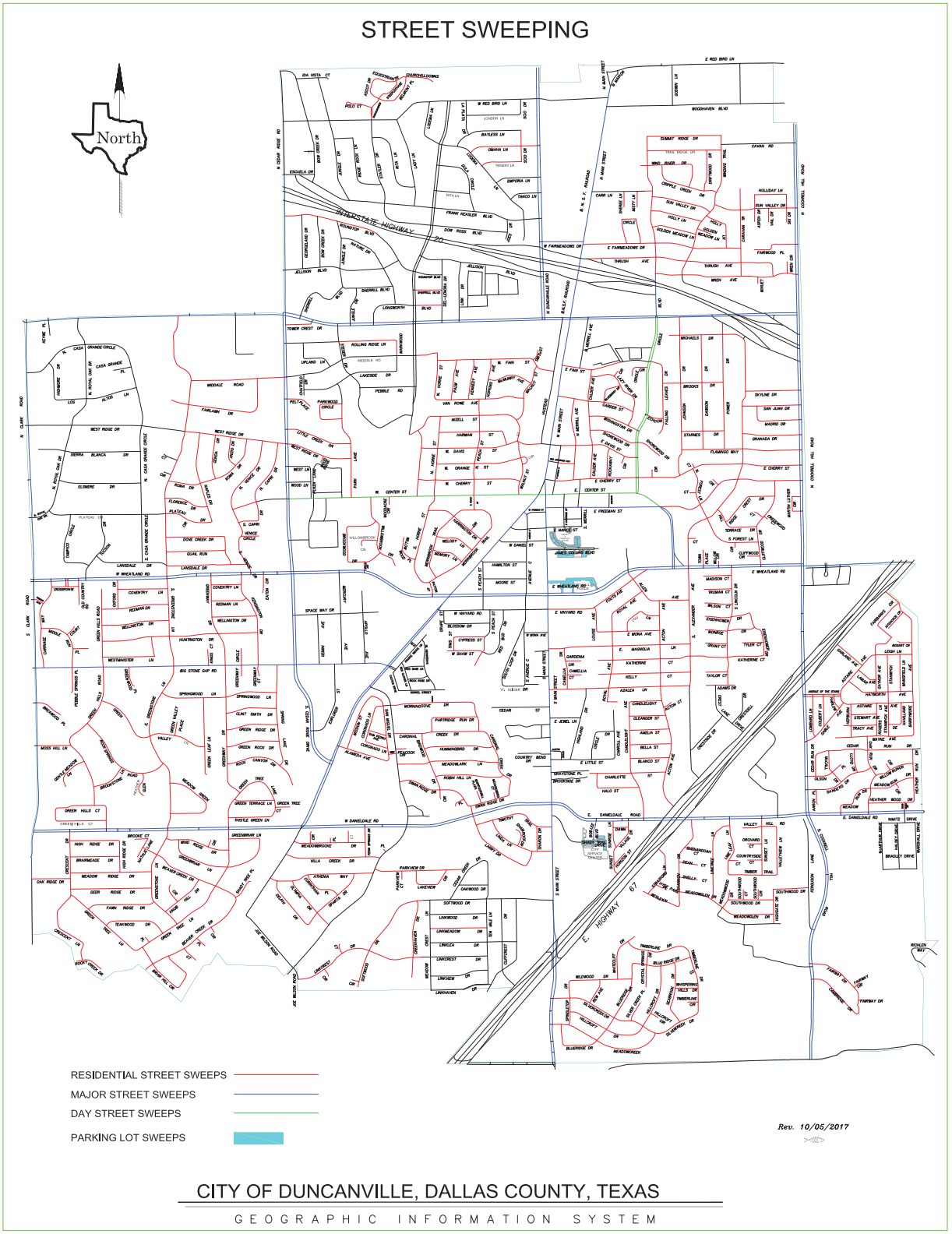
FUNDING SOURCE: ORG AND OBJECT NUMBER
Funding exists in the FY22 General Budget (Drainage Administration) for this service.

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
15000100-700450: Budget Available-$91,076: Requested Amt-$86,000: Remaining Balance-$5,076

ATTACHMENTS:
Attachment 1 - Street Sweeping Map
Attachment 2 - Resolution No. - 2020-033R - Street Sweeping Services FY22

Attachment 2

STREET SWEEPING



CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

GEOGRAPHIC INFORMATION SYSTEM

RESOLUTION NO. 2020-033R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE THIRD RENEWAL OF THE TERM CONTRACT FOR IFB #18-052 STREET SWEEPING SERVICES FROM SWEEPING SERVICES OF TEXAS, OPERATING L.P. OF HURST, TEXAS, WITH AN ESTIMATED EXPENDITURE AMOUNT OF $86,000.00 AS PROVIDED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide effective, efficient, and adequate maintenance for City infrastructure; and

WHEREAS, the City solicited competitive sealed bids under IFB #18-052 for street sweeping services and awarded a term contract to Sweeping Services of Texas, Operating L.P.; and

WHEREAS, the original term on the contract was for a one (1) year period with four (4) additional one (1) year renewal options; and

WHEREAS, the City of Duncanville desires to renew the contract term for a period of one (1) year from October 1, 2021, through April 30, 2022.

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 authorizes the renewal of contract #18-052 Street Sweeping Services to Sweeping Services of Texas Operating L.P. in accordance with the renewal acceptance as provided in Exhibit "A", attached hereto and incorporated herein.

SECTION 2. The City Manager or designee is hereby authorized to issue the appropriate purchase order with an estimated contract term expenditure of $86,000.00.

SECTION 3. That purchases authorized beyond the current fiscal year are subject to availability of funds and any non-appropriation by Council. Failure to budget for such expenses for FY 2022 shall terminate this authorization.

SECTION 4. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of November 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

September 28, 2021

Sweeping Services of Texas, Operating, L.P.
Attn: Ronnie Kendrix
9000 Trinity Blvd.
Hurst, TX 76053
rkendrix@wastepartners.com

RE: Contract Renewal #3
IFB# 18-052 Term Contract for Street Sweeping Services

Mr. Kendrix:

The above referenced contract expires on April 30, 2021. The City is offering an option to renew an additional one (1) year period beginning May 1, 2021 thru April 30, 2022.

If you agree to this renewal under the terms and conditions, and pricing then please sign on the following page, and return to me via email.

Should you have any questions, please contact me at (972) 780-5058.

Sincerely,

Sheila Baker

Sheila Baker
Purchasing Manager

203 E. Wheatland Road I Duncanville, Texas 75116 I 972.780.5058 P I 972.780.5077 F I sbaker@duncanville.com

EXHIBIT A

By executing this contract, contractor verifies:

1) That it desires to exercise the renewal option under the same terms, and conditions, and updated pricing, for a one-year renewal through April 30, 2022;

2) 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;

3) 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;

4) that it will provide a current copy of Workman's Compensation and Employer's Liability of Insurance Certificate.

City of Duncanville, Texas
Owner

Signature

Aretha Ferrell-Benavides,
City Manager

Sweeping Services of Texas, Operating, L.P.
Contractor

Ronnie Kendrix
Signature

Ronnie Kendrix; General Manager
Printed Name/Title

203 E. Wheatland Road I Duncanville, Texas 75116 I 972.780.5058 P I 972.780.5077 F I sbaker@duncanville.com

EXHIBIT A

City of Duncanville, Texas
Texas House Bill 89 Verification Statement

I, Ronnie Kendrix; G.M., the undersigned

representative of Sweeping Services of Texas - Operating, LP

_____ do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

09/30/2021 — DATE

Ronnie Kendrix — SIGNATURE OF COMPANY REPRESENTATIVE

EXHIBIT A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-807869

Date Filed:
09/30/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sweeping Services of Texas, Operating L.P.
HURST, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Duncanville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
18-052
Street sweeping/cleaning services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Konnie Kendrix, and my date of birth is 11/28/1965.

My address is 9000 Trinity Blvd. (street), Hurst (city), TX (state), 76053 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 30 day of Sept (month), 2021 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.191b5cdc

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution awarding a bid and approving a contract for the purchase of Security System Cabling, IP Cameras, and related equipment from VTI Security, through the State of Minnesota Cooperative Purchase Contract Number 93104 with Current Amendment No. 04 in an amount not to exceed $125,501.36.

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

BACKGROUND/HISTORY:
Installation of security cameras in Lions Park, additional coverage for the Fieldhouse patio, and the 103 E Wheatland Rd facility, will get the City back on track with our planned annual installation of security camera and access control systems throughout City facilities and parks. This program was designed to add or replace security systems in areas where what is present is aged and failing or none installed at all, continuing to provide for the needed "presence" in those areas. Included in the purchase is a necessary overall system diagnostic and health check. VTI Security will troubleshoot the entire security system and all peripherals to correct any issues that were not recognized by our previous security system vendor.

POLICY EXPLANATION:
The various components and services for this project are available from VTI Security of Arlington, Texas through the State of Minnesota cooperative purchase contract number 93104 with current amendment No. 04 to SWIFT contract No. 93104, Release No. S-1006(5) awarded in April 2021 and is valid through April 2022.

The proposal cost is $125,501.36 and must be presented to Council for approval before payment can be authorized. This authorization is in compliance with Texas purchasing statutes.

FUNDING SOURCE: ORG AND OBJECT NUMBER
41010001 700884

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:

$212,911.90, $125,501.36, $87,410.54, Munis Contract# 3220017

ATTACHMENTS:
Attachment 1 - Resolution No. - 2021-084 - Security Camera Installation with VTI Security

RESOLUTION NO. 2021-084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND APPROVING CONTRACT FOR THE PURCHASE OF SECURITY SYSTEM CABLING, IP CAMERAS, AND RELATED EQUIPMENT FROM VTI SECURITY, THROUGH THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT NUMBER 93104 WITH CURRENT AMENDMENT NO. 04 T IN AN AMOUNT NOT TO EXCEED $125,501.36, AS PROVIDED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PAYMENT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure security camera and access control systems to be located at the Fieldhouse, Lions Park, and the 103 E Wheatland Rd facility; and

WHEREAS, the State of Minnesota has evaluated the proposals and awarded contract no. 93104, with current amendment no. 04 to SWIFT contract no. 93104, release no. S-1006(5) to VTI Security; and

WHEREAS, the City of Duncanville is authorized to purchase products and services via the State of Minnesota cooperative purchase program.

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

SECTION 1. the City Council of the City of Duncanville, Texas hereby awards a bid and approves contract with SWIFT Contract No. 93104, Release No. S-1006(5) for the procurement of security system cabling, IP cameras, and related equipment from VTI Security in the amount not to exceed $125,501.36, as provided in Exhibit "A", attached hereto and incorporated herein.

SECTION 2. the City Council of the City of Duncanville, Texas hereby authorizes the City Manager or 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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

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EXHIBIT A

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

April 22, 2021

Mr. Jerry Klapak
VTI Security
401 West Travelers Trail
Burnsville, MN 55337

Dear Mr. Klapak:

The following documents are enclosed for you to complete and return:

- Amendment No. 04 to SWIFT Contract No. 93104, Release No. S-1006(5)
- Certificate of Insurance (COI) - A current certificate of insurance from your insurer, in the amounts called for in the solicitation, is required now to complete the Contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to: osp.insurance@state.mn.us. No Contract will be executed with your company until the COI has been received and approved.

Please sign and return the Amendment to me electronically via DocuSign no later than April 28, 2021.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Mike Brick
Acquisition Management Specialist
Enclosures

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AMENDMENT NO. 04 TO CONTRACT NO. 93104 RELEASE NO. S-1006(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and VTI Security, 401 West Travelers Trail, Burnsville, MN 55337 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. 93104, May 1, 2015, through April 30, 2021 ("Contract"), to provide Genetec License Software Maintenance & Related Equip Inc IPVideo; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed Amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. 93104 is extended through April 30, 2022, at the same terms and conditions.

2. Pricing restated per Attachment D to Amendment 04.

This Amendment is effective beginning May 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. VTI SECURITY

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:
By: Bryan Viau
Signature
Bryan Viau
Printed Name
Title: Chief Operating Officer
Date: 4/22/2021

By: _____
Signature
_____
Printed Name
Title: _____
Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:
By: Michael Brick
ADB935FD62FD491...
Title: Acquisition Management Specialist
Date: 5/3/2021

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

DocuSigned by:
By: Mary L Nelson
B05E75E5499E4C9...
Date: 5/3/2021

DocuSign Envelope ID: 8E0AF93E-15F7-45DC-9DF6-A3FB4B4DFCDE

GENERAL INSURANCE REQUIREMENTS

The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACTOR:
The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

NOTICE TO INSURER:
The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACTOR:
The Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this Contract.

If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contractor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contractor's Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

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POLICY REQUIREMENTS:

1. **Workers' Compensation Insurance:**
   Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

   Coverage B – Employer's Liability
   $100,000 Bodily Injury by Disease per Employee
   $500,000 Bodily Injury by Disease Aggregate
   $100,000 Bodily Injury by Accident

   If Minn. Stat. § 176.041 exempts the Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contractor from MN Workers' Compensation requirements.

   If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

   Evidence of Subcontractor insurance shall be filed with the Contractor.

2. **Automobile Liability Insurance:**
   The Contractor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Automobile Liability insurance.

   A. Minimum Limits of Liability:
      $2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

   B. Coverages:
      X Owned Automobile
      X Non-owned Automobile
      X Hired Automobile

   Evidence of Subcontractor insurance shall be filed with the Contractor.

3. **General Liability Insurance:**
   The Contractor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the Contract.

   A. Minimum Limits of Liability:
      $2,000,000 - Per Occurrence
      $2,000,000 - Annual Aggregate
      $2,000,000 - Annual Aggregate applying to Products/Completed Operations

   B. Coverages
      X Premises and Operations Bodily Injury and Property Damage
      X Personal & Advertising Injury
      X Blanket Contractual
      X Products and Completed Operations
      X **State of Minnesota named as an Additional Insured**

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SPECIAL INSURANCE REQUIREMENTS

4. **Network Security and Privacy Liability Insurance (or equivalent)**
Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of confidential or private information, transmission of a computer virus or denial of service.

   A. Contractor is required to carry the following **minimum** limits:
   $2,000,000 per occurrence
   $2,000,000 annual aggregate

INSURANCE CERTIFICATE HOLDER SHOULD BE ADDRESSED AS FOLLOWS:

State of Minnesota
112 Administration Bldg.
50 Sherburne Avenue
Room 112
St. Paul, MN 55155

DocuSign Envelope ID: 8E0AF93E-15F7-45DC-9DF6-A3FB4B4DFCDE

Contract Release S-1006(5)

STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION

TERMS: Net 30

DELIVERY: As Specified

Attachment D to Amendment 04 – Restatement of Pricing

1. PRICING PRODUCTS AND SERVICES. Software Maintenance Agreement Price for all DOC facilities and devices included in the list below as of 5/5/15 will be billed at $105,000.00 annually for the term of the Contract.

Facility	Cameras	Readers	OM Clients	GSC Clients
DOC-CO	14	20	5	5
MCF-FRB	1174	16	20	14
MCF-LL	684	10	41	7
MCF-ML	619	10	18	12
MCF-OPH	959	22	65	10
MCF-RC	643	10	37	8
MCF-RW	291	8	10	7
MCF-SCL	642	10	30	8
MCF-SHK	291	6	11	6
MCF-STW	640	8	16	10
MCF-Togo	56	0	5	0
MCF-WR	88	0	7	0
Totals	6101	120	265	87

2. All additional and future devices will be added and covered at a rate of $32.50 per device for DOC facilities and other agencies/CPV members.

3. Discount off manufacturer list price for Genetec Products: 15%

4. Ongoing support including SDK through Genetec security center in the following table.

Type of Support	Description of Support	License Type (per/facility, per/seat, etc.)	Cost per License Type
Phone	Genetec Phone Support by Certified Staff (Bus. Hours)	Per Call	$0
On-Site	VTI Level 2 Technician	Per Call	$140.54/hour
Remote	Genetec Remote Support	½ Day	$500
GTAP	On-line support portal	Per Certified Person	$0/Unlimited
DOC SMA	Complete 2015 SMA as per Table under line 1 above (discount applied)	Complete System	$105,000

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5. Additional discounts for volume purchases either by level of purchase or purchase volume.

Discount	**Actual Price Level or Number of Products**	**Additional Discount**
Volume	DOC projects over $100,000	3%

6. Cameras and specifically related products used in conjunction with Genetec Software. List manufacturer, category (C = Camera, CON = Controllers, E = Encoder, RDR = Reader, R = Recorder, or V = Video Equipment), and discount off manufacturer list price.

Manufacturer	Category	Discount off Manufacturer List Price
Altronix	CON,V	15%
Johnson Controls	C,CON,E,RDR,R,V	16%
Avigilon	C,E,R,V	15%
Axis	C,E,R,V	11%
Bosch	C,E,R,V	20%
Exacq	C,E,R,V	15%
Lenel	C,E,R,V	15%
Milestone	C,E,R,V	11%
Panasonic	C,E,R,V	18%
Pelco	C,E,R,V	20%
Pivot3	R,V	15%
Hanwha (formerly Samsung)	C,E,R,V	25%
Sony	C,E,R,V	10%
Stentofon	C, CON, V	3%
S2	CON,E,RDR,V	21%
Verint	C,E,R,V	10%
Winsted	V	8%
Honeywell	C,CON,E,RDR,R,V	Level A=10%,B=5%,C=15%
FLIR	C,R,V	7%
SpotterRF	CON, V	5%

7. Hourly rates for services the table below (all services must be related to Genetec products). All costs must be included in the hourly rate, including but not limited to travel, lodging, meals and labor.

Title	**Description of Service**	**Hourly Rate**
Technician	Installation	$104.31
Project Manager	Project Management	$115.29
Engineer	Design/Documentation	$115.29
Service Technician Level 1	Repair Services	$126.27
Service Technician Level 2	Programmer/Infrastructure Services	$140.54

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8. Training: – Contract Vendor shall provide user and administrative training as requested. Training may include but is not limited to installation and configuring server and client software, optimizing the environment, discovery of all entities within the system environment, entity installation, configuration of entities, general use of software, daily use, best practices, PTZ Controls, bookmarking video segments and instant replay. All training materials shall be provided at no additional cost. Describe training options available, including but not limited to the number of students per session, length of session, on-site, webinar, train-the-trainer, and costs of each in the table below. **VTI agrees to provide Genetec Performed Custom Courses On-Site at cost.**

Type of Training	**Description**	**Cost (detail if per/session, per/student, etc.)**
On-site (VTI)	VTI Provided local training as per rates outlined above as needed without limit to length or students	$115.29/Hour
Webinar (Genetec)	Security Center or 8 hour Omnicast Training Recertification	SC-$150 / Omnicast-$400. All exams $150
Genetec Performed Custom Courses On-site	Genetec Trainer travels to MN to certify DOC staff, Max 10 People, Length as desired by DOC	VTI agrees to provide this at cost to Customers.
Others as noted in attached MSRP	See Professional Services Tab	Custom Options Available

VTI Security

City of Duncanville - Central Services
Access Control and Video Surveillance
Proposal

Proposal # 151941

Prepared for:

Name:	Tracy Beekman	Proposal Issued: November 02, 2021
Company:	City of Duncanville - Central Services	Proposal Valid to: January 01, 2022
Address:	103 East Wheatland	Proposal Issued by: Keith Russell
	Duncanville, TX 75116	

Statement of Confidentiality

This Proposal is confidential and contains proprietary information and intellectual property of VTI Security. Neither this Proposal nor any of the information contained herein may be reproduced or disclosed without the express written permission of VTI Security.

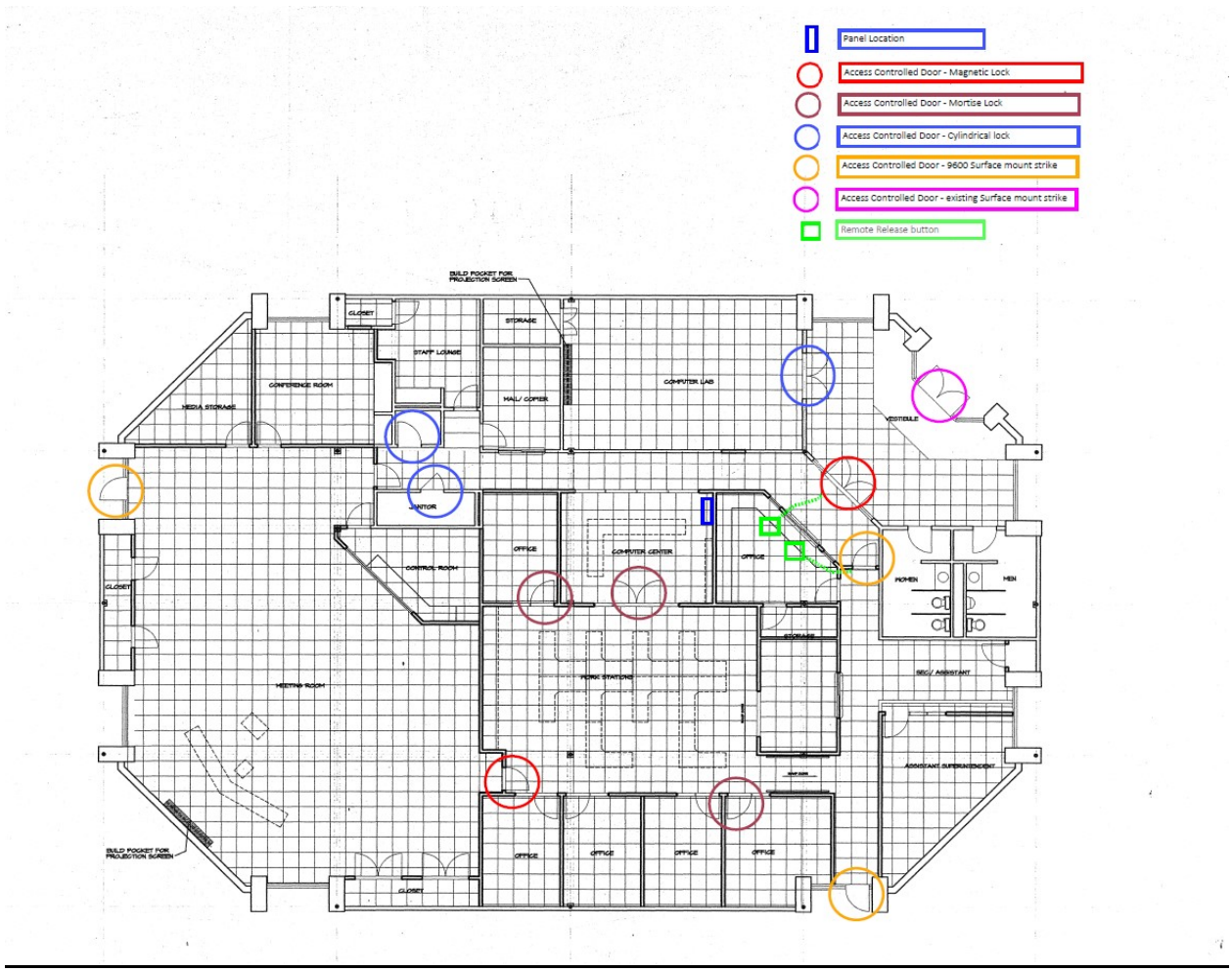
Statement of Work

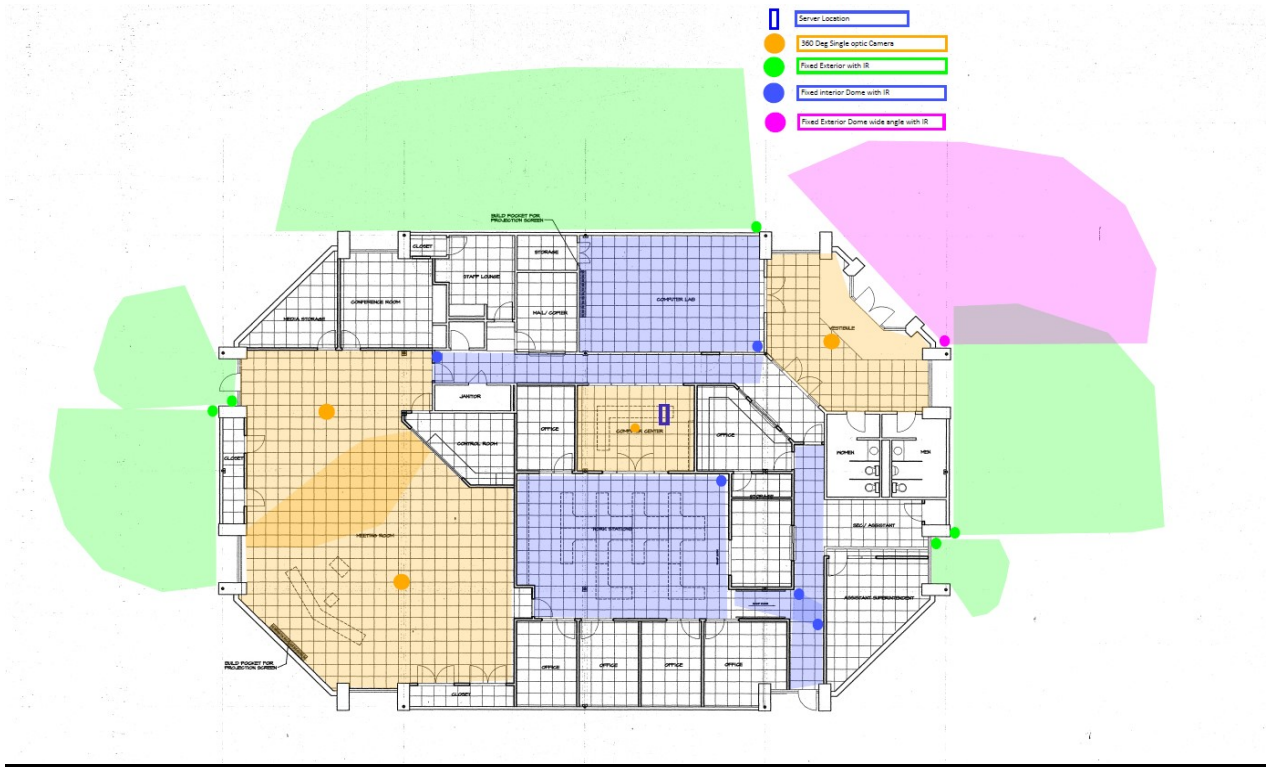
VideoTronix, Incorporated dba VTI Security is pleased to provide this proposal for your review and consideration. Our proposal is representative of the necessary technology solutions to effectively serve you with the highest regards to quality in products and installation workmanship.
Below please find a detailed project scope, equipment list, pricing summary, and a section covering terms and conditions.

This proposal will provide for the installation of an access control and network video system at the new Central Services Building for the City of Duncanville. This proposal provides for the installation of access control on 12 doors and 14 cameras. The front double door has existing electric locks that will be reused. All other doors will receive new electric locking hardware. The access-controlled doors and network video cameras will tie into the City's enterprise Genetec system. This proposal includes a video recording server, switch, and patch panel.

- No conduit is included in this proposal.
- Il The City will provide a 120VAC circuit, 6U of rack space in a 19" rack, and a network connection at the panel and Video recording server location.

The pricing included in this proposal is in accordance with VTI Security's Minnesota State Contract number 93104, with current amendment No. 04 to SWIFT Contract No. 93104, Release No. S-1006(5)


Panel Location
Access Controlled Door - Magnetic Lock
Access Controlled Door - Mortise Lock
Access Controlled Door - Cylindrical lock
Access Controlled Door - 9600 Surface mount strike
Access Controlled Door - existing Surface mount strike
Remote Release button
BUILD POCKET FOR PROJECTION SCREEN
CLOSET
STORAGE
STAFF LOUNGE
MAIL/ COPIER
COMPUTER LAB
CONFERENCE ROOM
MEDIA STORAGE
VESTIBULE
JANITOR
OFFICE
COMPUTER CENTER
CONTROL ROOM
WOMEN
MEN
MEETING ROOM
PUBLIC STATIONS
SEC./ ASSISTANT
ASSISTANT SUPERINTENDENT
PROJECTION SCREEN
BUILD POCKET FOR PROJECTION SCREEN
CLOSET


Server Location
360 Deg Single optic Camera
Fixed Exterior with IR
Fixed interior Dome with IR
Fixed Exterior Dome wide angle with IR

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	Hardware and Software			
	Video Surveillance System			
SVE-300E-12T-15-ARC	Archiver, Hardware Only, Connects to Security Center, 12 TB	1.00	$3,394.90	$3,394.90
OM-E-1C	Omnicast Enterprise Camera Connection	14.00	$212.50	$2,975.00
ADV-CAM-E-1M	SMA for 1 Omnicast Enterprise Camera, 1 Month	14.00	$3.57	$49.98
N252-024	Cat6 Patch Panel, 24 Port	1.00	$60.14	$60.14
SF300-24PP-K9-NA	Managed Switch, 24 Port, PoE+, 10/100	1.00	$336.88	$336.88
01604-001	Camera, M3115-LVE Fixed interior with IR	5.00	$283.91	$1,419.55
01048-001	Camera, P3807-PVE	1.00	$1,200.61	$1,200.61
01063-001	Camera, P3375-LVE, Dome, 3-10mm	5.00	$889.11	$4,445.55
02109-001	Camera, M3057-PLVE MKII, Mini-Dome	3.00	$577.61	$1,732.83
SCE-8N604LP	Enclosure, 8" X 6" X 4", NEMA 1	6.00	$48.43	$290.58
SCE-8N6MPP	Subpanel, Flat Perforated, 6" X 4" X 0.06", NEMA N/A	6.00	$12.75	$76.50
DTK-MRJPOES	Surge Protection, Single Channel 10GbE PoE, Shielded RJ45 Connection	6.00	$70.98	$425.88
CAT6007BLUE	Network Jumper, Cat6, Blue Jacket, 7'	28.00	$5.78	$161.84
CAT6BLUE-500	Cable, Cat6, Plenum, 24/4p, Blue, 500'	5.00	$181.43	$907.15
	Access Control System			
SY-EP1502	Mercury Intelligent Controller, 16MB RAM Ethernet 8In/4Out/2Rd	1.00	$1,224.00	$1,224.00
SY-MR52-S3	Mercury MR52 2-Reader Interface Module, Series 3	5.00	$600.95	$3,004.75
FPO150/250-2C83D8PE4M1/T16-A	Custom Configured Power Supply, Dual Voltage	1.00	$2,164.95	$2,164.95
40NKS-00-000000	Reader, Signo 40, Black/Silver	10.00	$289.00	$2,890.00
20NKS-00-000000	Reader, Signo 20K, Mullion, Mobile Ready	2.00	$280.50	$561.00
DS160	Request-to-Exit, PIR, Grey	12.00	$88.16	$1,057.92
N78CB-ST	Recessed Door Contact, 3/4", Closed Loop, 1 to 2" Gap, SPST, Brown	15.00	$8.25	$123.75
8310-DSSX28	Maglock, Single, 1500lb, Multimag, 12/24VDC, Brushed Aluminum	1.00	$362.57	$362.57
991NE-PTD-32D	Pnuematic Mushorrom Button, Narrow Plate, Push to Exit, Satin Chrome	1.00	$252.14	$252.14
9600-613	Electric Rim Strike, Dark Bronze	3.00	$363.69	$1,091.07
CL-1	Electric Cylindrical Leverset with Wire Transfer Hinge	3.00	$1,214.29	$3,642.87
ML-2	Complete Mortise Lock, Wire Transfer Hinge, REX Option (Less Key Cylinder)	3.00	$1,535.71	$4,607.13

SUBCONTRACTOR	Double Magnetic Lock Install on Double Lobby door	1.00	$2,100.00	$2,100.00
ACCESSPLENJKT1SHLD-1000	Composite Cable (18/4C, 22/2C, 22/4C, 22/3P), All OAS, (H91602.1/WG-31961002) Yellow Jacket, 1000'	3.00	$760.00	$2,280.00
	Labor			
INSTALL	Installation Labor	184.00	$104.31	$19,193.04
ENGINEER	Engineering Labor	8.00	$115.29	$922.32
PROJ MGMT	Project Management Labor	24.00	$115.29	$2,766.96
SHOP-SUPPLIES	Miscellaneous Supplies	1.00	$437.50	$437.50
PERMIT	Permitting	1.00	$357.14	$357.14
FREIGHT	Freight Charges	1.00	$0.00	$0.00
1-YEAR-VTI-WARRANTY	1 yr. Workmanship Line Item	1.00	$0.00	$0.00

SUBTOTAL:	$66,516.50
SALES TAX:	$0.00
TOTAL:	$66,516.50

Project Clarifications

Included:

Server/Workstation Hardware	☒ Yes	❑ No
Network Hardware	☒ Yes	❑ No
Electrified Locking Hardware	☒ Yes	❑ No
Cable and Installation	☒ Yes	❑ No
Permits Required	☒ Yes	❑ No
After-Hours Inspection Included	❑ Yes	☒ No
Electrical Subcontract	❑ Yes	☒ No
Intrusion Monitoring Required	❑ Yes	☒ No
Man Lift Required	❑ Yes	☒ No
Prevailing Wage/Davis Bacon	❑ Yes	☒ No
Bid/Payment/Performance Bond	❑ Yes	☒ No

- All work proposed herein, shall be performed during normal business hours Monday - Friday 8:00 am - 5:00 pm.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials is excluded unless specifically listed under inclusions or project detail.
- Customer is to provide static IP addresses and network connections at security panel locations.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to VTI Security for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- VTI Security is not responsible for fire alarm connections. If a fire alarm connection is required by code or local authority for locking hardware to release on a fire alarm, that fire alarm connection and the cost associated with it are the responsibility of the owner. The fire alarm connection must be located in the same room as the lock power supply. All work associated with the fire alarm system must be performed by a certified fire alarm contractor.
- VTI Security recommends using new equipment for each project. In some instances the customer may request the use of existing equipment and/or cabling. VTI Security is not responsible for the operability of existing equipment or cabling. Existing equipment and/or cabling will be evaluated during installation and assessed for correct operability, compatibility and functionality. It will be the sole discretion of VTI Security to determine if the existing equipment and/or cabling have the correct operability, compatibility and functionality. If the existing equipment and/or cabling does not meet manufacturer and code requirements, pricing for appropriate equipment and/or cabling will be provided by VTI Security to the Owner. VTI Security is not responsible for the costs of replacing existing equipment and/or cabling that does not meet the required operability, compatibility and/or functionality for use with the new system.

Project Management Services

The project manager will serve as the primary point of contact for VTI and the customer throughout the project. Their services include the responsibility for coordinating/scheduling all labor supplied by VTI with other labor/trades; coordinate the procurement and delivery of any/all equipment, software or licensing provided by VTI; delivery of any engineering or training services/documentation; quality control of workmanship; commissioning, punch list, close out and project sign off according to the written scope of work agreed to by all parties. The project manager may be involved in regular or periodic meetings but their role and frequency must be incorporated as part of this scope of work. Additional assistance or services may be provided for with a properly authorized change order.

Engineering Services

VTI Security has provided the following Engineering Services as part of your proposal. To provide these services, AutoCAD files of your floorplans will be required.

Permit Engineering Package

The VTI Permit Package is included to allow for necessary jurisdictional permitting requirements at the location of this project. While each municipality varies in those requirements, your package will include floor plans, sequence of operations, point-to-point diagrams, door details, and product data sheets. The permitting process is a necessity before we can ensure the functionality of your investment. This package provides VTI the ability to perform on your behalf.

Summary of Costs

Equipment:	$41,534.18
Labor:	$22,882.32
Subcontractor:	$2,100.00
Freight:	$0.00
Service contracts:	$0.00
Subtotal:	$66,516.50
Sales Tax:	$0.00
Total:	$66,516.50

Acceptance

The following signatures reflect acceptance and authorization of this Proposal - Statement of Work and are bound by the following Terms & Conditions of this Agreement or as otherwise negotiated through a Master Services Agreement executed by both Parties.

CLIENT:	City of Duncanville	COMPANY:	VTI Security
DATE:		DATE:	11-2-2021
SIGNATURE:		SIGNATURE:	Keith Russell
PRINT:		PRINT:	Keith Russell
PO:		SALES REP:	Keith Russell
		PHONE:	(806)576-3369 EXT 377
		EMAIL:	Keith.Russell@vtisecurity.com

CLIENT SERVICES

PREVENTATIVE MAINTENANCE

Your investment requires a Trusted Business Partner capable of maintaining and extending the life of your system, giving you the greatest ROI, and one with the resources capable of being proactive, responsive and prepared. Our Preventative Maintenance and Lifecycle Management services include a variety of options to meet your business needs.

SERVICE PROTECTION PLANS

Our Service Protection Plans (SPP) are designed to provide predictable costs, provide true system life cycle management, and help protect your critical investments. Our Managed Services capabilities alleviate the hassle of managing software support renewals, preventative maintenance, patching, upgrades, updates, and unexpected repair costs.

ADDITIONAL/ MANAGED SERVICES

- Remote systems diagnostics
- System health monitoring
- Software upgrade and support
- Alarm monitoring
- Quarterly/annual preventative maintenance
- UL2050-UL681 monitoring and certification
- Manufacture software support renewals
- Hosted solution services/cloud services
- System programming and maintenance
- Proactive equipment upgrade programs
- Small system/addition installations
- Moves/adds/changes
- Consumable solution requests/box sale items
- System integrity reviews/audits

In business, words are words, explanations are explanations, promises are promises, but only performance is reality.

–Harold S. Geneen

STANDARD SERVICE SLA

On-site/remote response time within 5 business days; confirm request within 2 hours of receipt; ETA within 8 hours

PRIORITY SERVICE SLA

(Silver, Gold & Platinum)
On-site/remote response time within 2 business days; confirm request within 2 hours; ETA within 4 hours

EMERGENCY SERVICE SLA

(Silver+, All Gold & Platinum)
Same day, on-site, and remote response; confirmation and ETA within 1 hour

SERVICE PROTECTION PLAN LEVELS

Coverage Options	24/7/365	M-F, 24/7	M-F, 8-5p	Labor Only	Labor + Equipment	Preventive Maintenance	Trip Charge	T&M Billing	Scheduled Billing	Standard Response	Priority Response	Emergency Response	Afterhours Response	4 Hour Emergency Response
Platinum	✓				✓	✓			✓	✓	✓	✓	✓	✓
Gold +		✓			✓	✓			✓	✓	✓	✓	✓	
Gold			✓		✓	✓			✓	✓	✓	✓		
Silver +			✓	✓		✓			✓	✓	✓	✓		
Silver			✓	✓					✓	✓	✓			
Bronze			✓				✓	✓		✓				

CLOUD ACCESSIBILITY

Through the VTI Cloud solution, you are able to create, view, and manage service requests in real-time providing you with a 365 day dashboard, compliance reporting capabilities, and the ability to manage your request processes defined by your business.

NATIONAL DISPATCH

866.863.0828
service@VTISecurity.com
(Monday - Friday, 8am to 5 pm local)

EMERGENCY AFTER HOURS DISPATCH

866.863.0828

VTI Security

City of Duncanville - City Wide Security Health Check

Proposal # 155612

Prepared for:

Name:	Tracy Beekman	Proposal Issued: October 29, 2021
Company:	City of Duncanville	Proposal Valid to: December 28, 2021
Address:	203 East Wheatland Road	Proposal Issued by: Keith Russell
	Duncanville, TX 75116-4824	

Statement of Confidentiality

This Proposal is confidential and contains proprietary information and intellectual property of VTI Security. Neither this Proposal nor any of the information contained herein may be reproduced or disclosed without the express written permission of VTI Security.

Statement of Work

VideoTronix, Incorporated dba VTI Security is pleased to provide this proposal for your review and consideration. Our proposal is representative of the necessary technology solutions to effectively serve you with the highest regards to quality in products and installation workmanship.
Below please find a detailed project scope, equipment list, pricing summary, and a section covering terms and conditions.

This proposal will provide for the inspection, firmware upgrade and configuration check/reconfigure of 191 existing cameras in the city, as well as the inspection of the existing servers (6), and checking the configuration of the access control system consisting of approximately 70 doors. The technician will provide a report of the findings and any outstanding issues that need to be addressed once the health check inspection is completed.

The pricing is in accordance with VTI Security's Minnesota State Contract number 93104, with current amendment No. 04 to SWIFT Contract No. 93104, Release No. S-1006(5).

City of Duncanville
City of Duncanville - City Wide Security Health Check

Proposal # 155612
Date: 10/29/2021

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	Health Check Labor for System Inspection			
INSTALL	Installation Labor	112.00	$104.31	$11,682.72
ENGINEER	Engineering Labor	1.00	$115.29	$115.29
PROJ MGMT	Project Management Labor	2.00	$115.29	$230.58
SHOP-SUPPLIES	Miscellaneous Supplies	1.00	$0.00	$0.00
FREIGHT	Freight Charges	1.00	$0.00	$0.00
1-YEAR-VTI-WARRANTY	1 yr. Workmanship Line Item	1.00	$0.00	$0.00

SUBTOTAL:	$12,028.59
SALES TAX:	$0.00
TOTAL:	$12,028.59

Project Clarifications

Included:

Server/Workstation Hardware	❑ Yes ☒ No
Network Hardware	❑ Yes ☒ No
Electrified Locking Hardware	❑ Yes ☒ No
Cable and Installation	❑ Yes ☒ No
Permits Required	❑ Yes ☒ No
After-Hours Inspection Included	❑ Yes ☒ No
Electrical Subcontract	❑ Yes ☒ No
Intrusion Monitoring Required	❑ Yes ☒ No
Man Lift Required	❑ Yes ☒ No
Prevailing Wage/Davis Bacon	❑ Yes ☒ No
Bid/Payment/Performance Bond	❑ Yes ☒ No

- All work proposed herein, shall be performed during normal business hours Monday - Friday 8:00 am - 5:00 pm.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials is excluded unless specifically listed under inclusions or project detail.
- Customer is to provide static IP addresses and network connections at security panel locations.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to VTI Security for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- VTI Security is not responsible for fire alarm connections. If a fire alarm connection is required by code or local authority for locking hardware to release on a fire alarm, that fire alarm connection and the cost associated with it are the responsibility of the owner. The fire alarm connection must be located in the same room as the lock power supply. All work associated with the fire alarm system must be performed by a certified fire alarm contractor.
- VTI Security recommends using new equipment for each project. In some instances the customer may request the use of existing equipment and/or cabling. VTI Security is not responsible for the operability of existing equipment or cabling. Existing equipment and/or cabling will be evaluated during installation and assessed for correct operability, compatibility and functionality. It will be the sole discretion of VTI Security to determine if the existing equipment and/or cabling have the correct operability, compatibility and functionality. If the existing equipment and/or cabling does not meet manufacturer and code requirements, pricing for appropriate equipment and/or cabling will be provided by VTI Security to the Owner. VTI Security is not responsible for the costs of replacing existing equipment and/or cabling that does not meet the required operability, compatibility and/or functionality for use with the new system.

Project Management Services

The project manager will serve as the primary point of contact for VTI and the customer throughout the project. Their services include the responsibility for coordinating/scheduling all labor supplied by VTI with other labor/trades; coordinate the procurement and delivery of any/all equipment, software or licensing provided by VTI; delivery of any engineering or training services/documentation; quality control of workmanship; commissioning, punch list, close out and project sign off according to the written scope of work agreed to by all parties. The project manager may be involved in regular or periodic meetings but their role and frequency must be incorporated as part of this scope of work. Additional assistance or services may be provided for with a properly authorized change order.

Engineering Services

VTI Security has provided the following Engineering Services as part of your proposal. To provide these services, AutoCAD files of your floorplans will be required.

No Engineering Package

No Engineering Packages have been included in this proposal. If you wish to purchase an Engineering Package, please contact your Account Manager.

City of Duncanville
City of Duncanville - City Wide Security Health Check

Proposal # 155612
Date: 10/29/2021

Summary of Costs

Equipment:	$0.00
Labor:	$12,028.59
Subcontractor:	$0.00
Freight:	$0.00
Service contracts:	$0.00
Subtotal:	$12,028.59
Sales Tax:	$0.00
Total:	$12,028.59

Acceptance

The following signatures reflect acceptance and authorization of this Proposal - Statement of Work and are bound by the following Terms & Conditions of this Agreement or as otherwise negotiated through a Master Services Agreement executed by both Parties.

CLIENT:	City of Duncanville	COMPANY:	VTI Security
DATE:		DATE:	10-29-2021
SIGNATURE:		SIGNATURE:	Keith Russell
PRINT:		PRINT:	Keith Russell
PO:		SALES REP:	Keith Russell
		PHONE:	(806)576-3369 EXT 377
		EMAIL:	Keith.Russell@vtisecurity.com

CLIENT SERVICES

PREVENTATIVE MAINTENANCE

Your investment requires a Trusted Business Partner capable of maintaining and extending the life of your system, giving you the greatest ROI, and one with the resources capable of being proactive, responsive and prepared. Our Preventative Maintenance and Lifecycle Management services include a variety of options to meet your business needs.

SERVICE PROTECTION PLANS

Our Service Protection Plans (SPP) are designed to provide predictable costs, provide true system life cycle management, and help protect your critical investments. Our Managed Services capabilities alleviate the hassle of managing software support renewals, preventative maintenance, patching, upgrades, updates, and unexpected repair costs.

ADDITIONAL/ MANAGED SERVICES

- Remote systems diagnostics
- System health monitoring
- Software upgrade and support
- Alarm monitoring
- Quarterly/annual preventative maintenance
- UL2050-UL681 monitoring and certification
- Manufacture software support renewals
- Hosted solution services/cloud services
- System programming and maintenance
- Proactive equipment upgrade programs
- Small system/addition installations
- Moves/adds/changes
- Consumable solution requests/box sale items
- System integrity reviews/audits

In business, words are words, explanations are explanations, promises are promises, but only performance is reality.

-Harold S. Geneen

STANDARD SERVICE SLA

On-site/remote response time within 5 business days; confirm request within 2 hours of receipt; ETA within 8 hours

PRIORITY SERVICE SLA

(Silver, Gold & Platinum)
On-site/remote response time within 2 business days; confirm request within 2 hours; ETA within 4 hours

EMERGENCY SERVICE SLA

(Silver+, All Gold & Platinum)
Same day, on-site, and remote response; confirmation and ETA within 1 hour

SERVICE PROTECTION PLAN LEVELS

Coverage Options	24/7/365	M-F, 24/7	M-F, 8-5p	Labor Only	Labor + Equipment	Preventive Maintenance	Trip Charge	T&M Billing	Scheduled Billing	Standard Response	Priority Response	Emergency Response	Afterhours Response	4 Hour Emergency Response
Platinum	✓				✓	✓			✓	✓	✓	✓	✓	✓
Gold +		✓			✓	✓			✓	✓	✓	✓	✓	
Gold			✓		✓	✓			✓	✓	✓	✓		
Silver +			✓	✓		✓			✓	✓	✓	✓		
Silver			✓	✓					✓	✓	✓			
Bronze			✓				✓	✓		✓				

CLOUD ACCESSIBILITY

Through the VTI Cloud solution, you are able to create, view, and manage service requests in real-time providing you with a 365 day dashboard, compliance reporting capabilities, and the ability to manage your request processes defined by your business.

NATIONAL DISPATCH

866.863.0828
service@VTISecurity.com
(Monday - Friday, 8am to 5 pm local)

EMERGENCY AFTER HOURS DISPATCH

866.863.0828

VTI Security

CIty of Duncanville - Lion Park Video Surveillance

Proposal # 146077

Prepared for:

Name:	Tracy Beekman	Proposal Issued: November 02, 2021
Company:	City of Duncanville - Lion Park	Proposal Valid to: January 01, 2022
Address:	1099 S Peach St, Duncanville, TX 75137	Proposal Issued by: Keith Russell
	Duncanville, TX 75137	

Statement of Confidentiality

This Proposal is confidential and contains proprietary information and intellectual property of VTI Security. Neither this Proposal nor any of the information contained herein may be reproduced or disclosed without the express written permission of VTI Security.

Statement of Work

VideoTronix, Incorporated dba VTI Security is pleased to provide this proposal for your review and consideration. Our proposal is representative of the necessary technology solutions to effectively serve you with the highest regards to quality in products and installation workmanship.
Below please find a detailed project scope, equipment list, pricing summary, and a section covering terms and conditions.

This proposal will provide for the installation of 13 IP cameras (12 Fixed Bullet, 1 Multi-optic 360) at the locations shown on the below. This proposal includes point-to-point radios for video transmission. This will require that the existing 120VAC circuits at each camera pole be functional.

- In order for this system to be able to be installed there must be power (120VAC) at each of the camera pole. If a 120VAC circuit is not available, a 120VAC circuit will have to be provided at an additional cost for each pole that does not have viable infrastructure.

- In order to use point-to-multipoint devices there must be a clear line of site. If trees are in the way, the customer will trim them to allow an unobstructed path for the radios to transmit data.

- The client currently has a Cellular modem that will be used to connect the new server to the existing Genetec System.

The below satellite layout shows current camera pole locations (red dots), camera coverage field of view (blue clouded areas) provided by this proposal, assumed existing conduit location with coax runs (blue dotted lines), and wireless point-to-point sight lines (purple dotted line) if needed.

The pricing included in this proposal is in accordance with VTI Security's Minnesota State Contract number 93104, with current amendment No. 04 to SWIFT Contract No. 93104, Release No. S-1006(5)

City of Duncanville
CIty of Duncanville - Lion Park Video Surveillance

Proposal # 146077
Date: 7/16/2021

City of Duncanville
CIty of Duncanville - Lion Park Video Surveillance

Proposal # 146077
Date: 7/16/2021

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	Hardware and Software			
SVE-300E-12T-15-ARC	Archiver, Hardware Only, Connects to Security Center, 12 TB	1.00	$2,928.93	$2,928.93
01504-001	Camera, P3717-PLE	1.00	$1,200.61	$1,200.61
5700-341	Dome Kit for P33-VE Series	1.00	$61.41	$61.41
5502-431	Pendant Kit, T94A01D, for Q60 and P55 Series	1.00	$43.61	$43.61
01473-001	Pole Mount, T91B67, 65-165mm	1.00	$84.55	$84.55
01506-001	Camera, P1445-LE, All-Around 2MP, Fully-Featured	11.00	$622.11	$6,843.21
5504-041	Conduit Back Box, T94F01P	11.00	$25.81	$283.91
01165-001	Pole Mount, T91B47, for Indoor/Outdoor, 50-150mm	11.00	$66.75	$734.25
01997-001	Camera, Axis P1455-LE, Outdoor Bullet	1.00	$533.11	$533.11
5504-041	Conduit Back Box, T94F01P	1.00	$25.81	$25.81
01165-001	Pole Mount, T91B47, for Indoor/Outdoor, 50-150mm	1.00	$66.75	$66.75
OM-E-1C	Omnicast Enterprise Camera Connection	13.00	$222.50	$2,892.50
ADV-CAM-E-1M	SMA for 1 Omnicast Enterprise Camera, 1 Month	65.00	$3.74	$243.10
	Point to Point Radios			
NS-5AC-US	NanoStation, 5GHz	8.00	$128.27	$1,026.16
UB-AM	Mounting Bracket for NSM5, 10 Pack	1.00	$60.76	$60.76
ETH-SP-G2	Outdoor Ethernet Surge Protector, Gen 2	8.00	$12.15	$97.20
POE-24-12W-G	Injector, PoE, 12W	8.00	$12.15	$97.20
USW-FLEX-UTILITY	Outdoor Weatherproof Enclosure	8.00	$50.80	$406.40
USW-FLEX	Network Switch, 5 Port	8.00	$109.53	$876.24
	Labor			
INSTALL	Installation Labor	96.00	$104.31	$10,013.76
ENGINEER	Engineering Labor	4.00	$115.29	$461.16
PROJ MGMT	Project Management Labor	8.00	$115.29	$922.32
SHOP-SUPPLIES	Miscellaneous Supplies	1.00	$3,125.00	$3,125.00
FREIGHT	Freight Charges	1.00	$0.00	$0.00
1-YEAR-VTI-WARRANTY	1 yr. Workmanship Line Item	1.00	$0.00	$0.00

SUBTOTAL: $33,027.95

City of Duncanville
CIty of Duncanville - Lion Park Video Surveillance

Proposal # 146077
Date: 7/16/2021

SALES TAX:	$0.00
TOTAL:	$33,027.95

Project Clarifications

Included:

Server/Workstation Hardware	☒ Yes ❑ No
Network Hardware	❑ Yes ☒ No
Electrified Locking Hardware	❑ Yes ☒ No
Cable and Installation	☒ Yes ❑ No
Permits Required	❑ Yes ☒ No
After-Hours Inspection Included	❑ Yes ☒ No
Electrical Subcontract	❑ Yes ☒ No
Intrusion Monitoring Required	❑ Yes ☒ No
Man Lift Required	❑ Yes ☒ No
Prevailing Wage/Davis Bacon	❑ Yes ☒ No
Bid/Payment/Performance Bond	❑ Yes ☒ No

- All work proposed herein, shall be performed during normal business hours Monday - Friday 8:00 am - 5:00 pm.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials is excluded unless specifically listed under inclusions or project detail.
- Customer is to provide static IP addresses and network connections at security panel locations.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to VTI Security for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- VTI Security is not responsible for fire alarm connections. If a fire alarm connection is required by code or local authority for locking hardware to release on a fire alarm, that fire alarm connection and the cost associated with it are the responsibility of the owner. The fire alarm connection must be located in the same room as the lock power supply. All work associated with the fire alarm system must be performed by a certified fire alarm contractor.
- VTI Security recommends using new equipment for each project. In some instances the customer may request the use of existing equipment and/or cabling. VTI Security is not responsible for the operability of existing equipment or cabling. Existing equipment and/or cabling will be evaluated during installation and assessed for correct operability, compatibility and functionality. It will be the sole discretion of VTI Security to determine if the existing equipment and/or cabling have the correct operability, compatibility and functionality. If the existing equipment and/or cabling does not meet manufacturer and code requirements, pricing for appropriate equipment and/or cabling will be provided by VTI Security to the Owner. VTI Security is not responsible for the costs of replacing existing equipment and/or cabling that does not meet the required operability, compatibility and/or functionality for use with the new system.

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The project manager will serve as the primary point of contact for VTI and the customer throughout the project. Their services include the responsibility for coordinating/scheduling all labor supplied by VTI with other labor/trades; coordinate the procurement and delivery of any/all equipment, software or licensing provided by VTI; delivery of any engineering or training services/documentation; quality control of workmanship; commissioning, punch list, close out and project sign off according to the written scope of work agreed to by all parties. The project manager may be involved in regular or periodic meetings but their role and frequency must be incorporated as part of this scope of work. Additional assistance or services may be provided for with a properly authorized change order.

Engineering Services

VTI Security has provided the following Engineering Services as part of your proposal. To provide these services, AutoCAD files of your floorplans will be required.

Standard Engineering Package

The VTI Standard Engineering Package is included as a base minimum to ensure Scope compliance, general floor plan layout of equipment, riser one-line, and programming schedule. This package provides both you and VTI with a basic summary of system layout.

City of Duncanville
CIty of Duncanville - Lion Park Video Surveillance

Proposal # 146077
Date: 7/16/2021

Summary of Costs

Equipment:	$21,630.71
Labor:	$11,397.24
Subcontractor:	$0.00
Freight:	$0.00
Service contracts:	$0.00
Subtotal:	$33,027.95
Sales Tax:	$0.00
Total:	$33,027.95

Acceptance

The following signatures reflect acceptance and authorization of this Proposal - Statement of Work and are bound by the following Terms & Conditions of this Agreement or as otherwise negotiated through a Master Services Agreement executed by both Parties.

CLIENT:	City of Duncanville	COMPANY:	VTI Security
DATE:		DATE:	11-2-2021
SIGNATURE:		SIGNATURE:	Keith Russell
PRINT:		PRINT:	Keith Russell
PO:		SALES REP:	Keith Russell
		PHONE:	(806)576-3369 EXT 377
		EMAIL:	Keith.Russell@vtisecurity.com

City of Duncanville
CIty of Duncanville - Lion Park Video Surveillance

Proposal # 146077
Date: 7/16/2021

CLIENT SERVICES

PREVENTATIVE MAINTENANCE

Your investment requires a Trusted Business Partner capable of maintaining and extending the life of your system, giving you the greatest ROI, and one with the resources capable of being proactive, responsive and prepared. Our Preventative Maintenance and Lifecycle Management services include a variety of options to meet your business needs.

SERVICE PROTECTION PLANS

Our Service Protection Plans (SPP) are designed to provide predictable costs, provide true system life cycle management, and help protect your critical investments. Our Managed Services capabilities alleviate the hassle of managing software support renewals, preventative maintenance, patching, upgrades, updates, and unexpected repair costs.

ADDITIONAL/ MANAGED SERVICES

- Remote systems diagnostics
- System health monitoring
- Software upgrade and support
- Alarm monitoring
- Quarterly/annual preventative maintenance
- UL2050-UL681 monitoring and certification
- Manufacture software support renewals
- Hosted solution services/cloud services
- System programming and maintenance
- Proactive equipment upgrade programs
- Small system/addition installations
- Moves/adds/changes
- Consumable solution requests/box sale items
- System integrity reviews/audits

In business, words are words, explanations are explanations, promises are promises, but only performance is reality.

~Harold S. Geneen

STANDARD SERVICE SLA

On-site/remote response time within 5 business days; confirm request within 2 hours of receipt; ETA within 8 hours

PRIORITY SERVICE SLA

(Silver, Gold & Platinum)
On-site/remote response time within 2 business days; confirm request within 2 hours; ETA within 4 hours

EMERGENCY SERVICE SLA

(Silver+, All Gold & Platinum)
Same day, on-site, and remote response; confirmation and ETA within 1 hour

SERVICE PROTECTION PLAN LEVELS

Coverage Options	24/7/365	M-F, 24/7	M-F, 8-5p	Labor Only	Labor + Equipment	Preventive Maintenance	Trip Charge	T&M Billing	Scheduled Billing	Standard Response	Priority Response	Emergency Response	Afterhours Response	4 Hour Emergency Response
Platinum	✓				✓	✓			✓	✓	✓	✓	✓	✓
Gold +		✓			✓	✓			✓	✓	✓	✓	✓	
Gold			✓		✓	✓			✓	✓	✓	✓		
Silver +			✓	✓		✓			✓	✓	✓	✓		
Silver			✓	✓					✓	✓	✓			
Bronze			✓				✓	✓		✓				

CLOUD ACCESSIBILITY

Through the VTI Cloud solution, you are able to create, view, and manage service requests in real-time providing you with a 365 day dashboard, compliance reporting capabilities, and the ability to manage your request processes defined by your business.

NATIONAL DISPATCH

866.863.0828
service@VTISecurity.com
(Monday - Friday, 8am to 5 pm local)

EMERGENCY AFTER HOURS DISPATCH

866.863.0828

VTI Security

City of Duncanville - Fieldhouse exterior camera additions

Proposal # 146076

Prepared for:

Name:	Tracy Beekman	Proposal Issued: November 02, 2021
Company:	City of Duncanville - Fieldhouse	Proposal Valid to: January 01, 2022
Address:	1700 S Main Street	Proposal Issued by: Keith Russell
	Duncanville, TX 75137	

Statement of Confidentiality

This Proposal is confidential and contains proprietary information and intellectual property of VTI Security. Neither this Proposal nor any of the information contained herein may be reproduced or disclosed without the express written permission of VTI Security.

Statement of Work

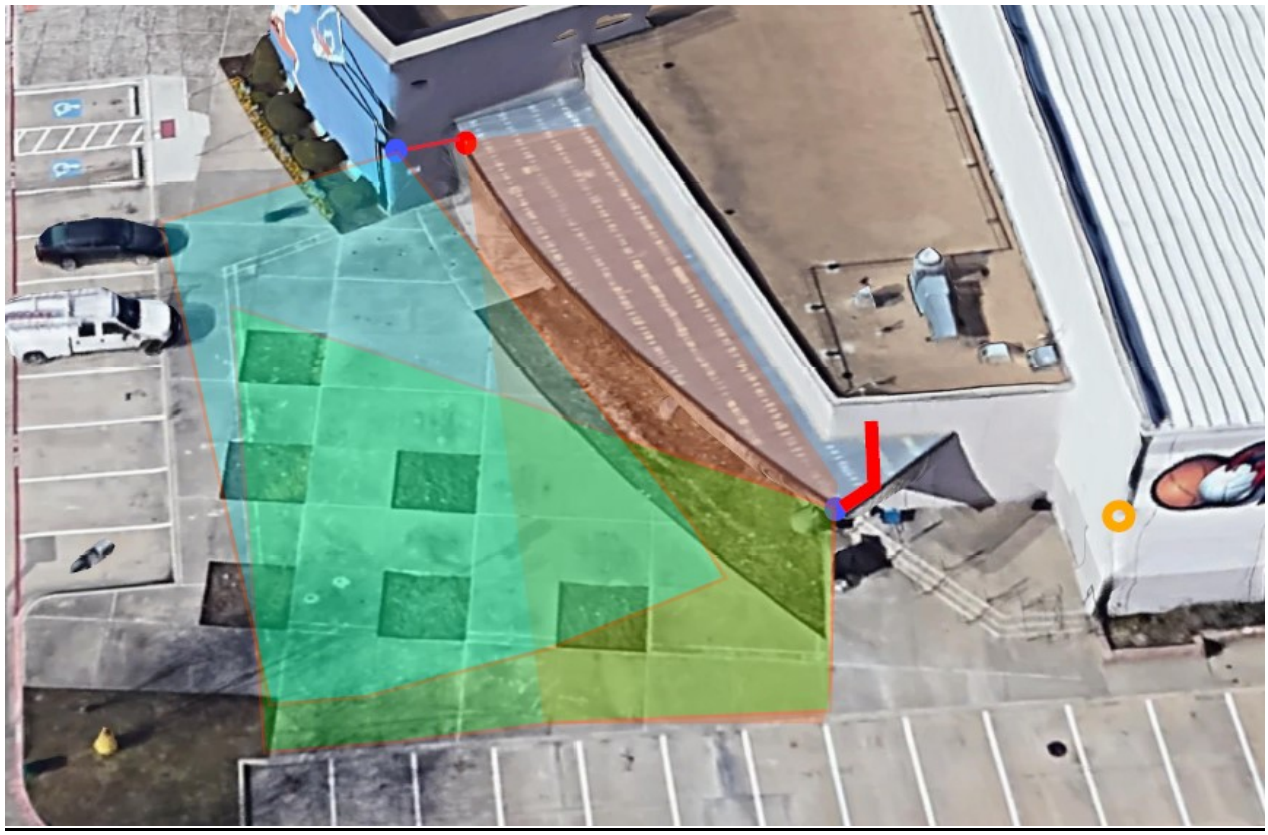
VideoTronix, Incorporated dba VTI Security is pleased to provide this proposal for your review and consideration. Our proposal is representative of the necessary technology solutions to effectively serve you with the highest regards to quality in products and installation workmanship.
Below please find a detailed project scope, equipment list, pricing summary, and a section covering terms and conditions.

This proposal will provide for the installation of a new server that will replace the existing server. This server has been sized for the 45 cameras on site to record at 12fps on motion for at least 30 days. This proposal also includes two color day/night cameras at the locations and with the field of view shown in the below satellite layout. These cameras will tie to the existing server, patch panel, and POE switch. This proposal includes installation, licenses, wire run, configuration and labor. VTI Security will make two wall penetrations to allow wire to be run to the camera locations.

The pricing included in this proposal is in accordance with VTI Security's Minnesota State Contract number 93104, with current amendment No. 04 to SWIFT Contract No. 93104, Release No. S-1006(5)

City of Duncanville
City of Duncanville - Fieldhouse exterior camera additions

Proposal # 146076
Date: 7/16/2021



City of Duncanville
City of Duncanville - Fieldhouse exterior camera additions

Proposal # 146076
Date: 7/16/2021

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	Hardware and Software			
SV-1011E-R6-48T-16-208	Streamvault Appliance, 1000E Series, 2U 16 Bay, 40TB	1.00	$7,678.00	$7,678.00
01593-001	Camera, P3245-LVE, Fixed Dome	2.00	$622.11	$1,244.22
5505-871	Outdoor Pendant Kit, T94T01D	1.00	$43.61	$43.61
5507-641	Wall Mount, T91H61	1.00	$155.75	$155.75
01190-001	Conduit Back Box, T94S01P	1.00	$105.91	$105.91
OM-E-1C	Omnicast Enterprise Camera Connection	2.00	$216.67	$433.34
ADV-CAM-E-1Y	Advantage for 1 Omnicast Enterprise Camera, 1 Year	2.00	$44.20	$88.40
CAT6006YELLOW	Jumper, Cat6, Yellow, 6'	2.00	$2.86	$5.72
CAT6YELLOW-500	Cable, Cat6, Plenum, Yellow Jacket, 500'	1.00	$214.29	$214.29
	Labor			
INSTALL	Installation Labor	32.00	$104.31	$3,337.92
ENGINEER	Engineering Labor	2.00	$115.29	$230.58
PROJ MGMT	Project Management Labor	2.00	$115.29	$230.58
SHOP-SUPPLIES	Miscellaneous Supplies conduit to camera locations	1.00	$160.00	$160.00
FREIGHT	Freight Charges	1.00	$0.00	$0.00
1-YEAR-VTI-WARRANTY	1 yr. Workmanship Line Item	1.00	$0.00	$0.00

SUBTOTAL:	$13,928.32
SALES TAX:	$0.00
TOTAL:	$13,928.32

Project Clarifications

Included:

Server/Workstation Hardware	☒ Yes ❑ No
Network Hardware	❑ Yes ☒ No
Electrified Locking Hardware	❑ Yes ☒ No
Cable and Installation	☒ Yes ❑ No
Permits Required	❑ Yes ☒ No
After-Hours Inspection Included	❑ Yes ☒ No
Electrical Subcontract	❑ Yes ☒ No
Intrusion Monitoring Required	❑ Yes ☒ No
Man Lift Required	❑ Yes ☒ No
Prevailing Wage/Davis Bacon	❑ Yes ☒ No
Bid/Payment/Performance Bond	❑ Yes ☒ No

- All work proposed herein, shall be performed during normal business hours Monday - Friday 8:00 am - 5:00 pm.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials is excluded unless specifically listed under inclusions or project detail.
- Customer is to provide static IP addresses and network connections at security panel locations.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to VTI Security for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- VTI Security is not responsible for fire alarm connections. If a fire alarm connection is required by code or local authority for locking hardware to release on a fire alarm, that fire alarm connection and the cost associated with it are the responsibility of the owner. The fire alarm connection must be located in the same room as the lock power supply. All work associated with the fire alarm system must be performed by a certified fire alarm contractor.
- VTI Security recommends using new equipment for each project. In some instances the customer may request the use of existing equipment and/or cabling. VTI Security is not responsible for the operability of existing equipment or cabling. Existing equipment and/or cabling will be evaluated during installation and assessed for correct operability, compatibility and functionality. It will be the sole discretion of VTI Security to determine if the existing equipment and/or cabling have the correct operability, compatibility and functionality. If the existing equipment and/or cabling does not meet manufacturer and code requirements, pricing for appropriate equipment and/or cabling will be provided by VTI Security to the Owner. VTI Security is not responsible for the costs of replacing existing equipment and/or cabling that does not meet the required operability, compatibility and/or functionality for use with the new system.

Project Management Services

The project manager will serve as the primary point of contact for VTI and the customer throughout the project. Their services include the responsibility for coordinating/scheduling all labor supplied by VTI with other labor/trades; coordinate the procurement and delivery of any/all equipment, software or licensing provided by VTI; delivery of any engineering or training services/documentation; quality control of workmanship; commissioning, punch list, close out and project sign off according to the written scope of work agreed to by all parties. The project manager may be involved in regular or periodic meetings but their role and frequency must be incorporated as part of this scope of work. Additional assistance or services may be provided for with a properly authorized change order.

Engineering Services

VTI Security has provided the following Engineering Services as part of your proposal. To provide these services, AutoCAD files of your floorplans will be required.

Standard Engineering Package

The VTI Standard Engineering Package is included as a base minimum to ensure Scope compliance, general floor plan layout of equipment, riser one-line, and programming schedule. This package provides both you and VTI with a basic summary of system layout.

City of Duncanville
City of Duncanville - Fieldhouse exterior camera additions

Proposal # 146076
Date: 7/16/2021

Summary of Costs

Equipment:	$10,129.24
Labor:	$3,799.08
Subcontractor:	$0.00
Freight:	$0.00
Service contracts:	$0.00
Subtotal:	$13,928.32
Sales Tax:	$0.00
Total:	$13,928.32

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Gold			✓		✓	✓			✓	✓	✓	✓		
Silver +			✓	✓		✓			✓	✓	✓	✓		
Silver			✓	✓					✓	✓	✓			
Bronze			✓				✓	✓		✓				

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Page 40 of 40

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution approving a Grant of Hotel Occupancy Tax in the amount of $45,000.00 to the Duncanville Lions Club to directly enhance and promote tourism and the hotel industry

FY 2022 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**
  - **Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers' experiences and exceed their expectations.**
    - **WorkPlan Item N/A**

STAFF RESPONSIBLE:
Agustin "Gus" Garcia; Managing Director, Development Services.

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

There is a two-part test for every expenditure of local hotel occupancy tax.
Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry.

"Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity. This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to 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:

- Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
- Paying the administrative costs for facilitating convention registration.
- Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
- 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:

- The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or "other arts related to the presentation, performance, execution and exhibition of these major art forms."
- The hotel occupancy tax funded programs and events are advertised and open to the general public.
- The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

- Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization's hotel occupancy tax funded events.
- The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.

- The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.

- Funding historical restoration or preservation programs.
- Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.
- Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.
- Funding transportation systems for tourists.
- 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 Chamber, Lions Club, and GASO activities are Duncanville staples that help promote the City through tourism, and Staff supports their continued funding.

The applicant's funding history is listed below.

DUNCANVILLE NOON LIONS CLUB

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Previous Grants	N/A	N/A	$40,000	$40,000	$33,445	$6,750

The requested funds will be used to rent the hotel rooms for the teams as well as some production costs. 19 of the 32 teams will be staying in Duncanville hotels. 6000 individuals are expected to participate with 50% or more coming from outside of Duncanville
Note: FY 20-21 requested amount was significantly reduced due to cancellation, however funds were needed to maintain website and promotion for the event the following year.

FUNDING SOURCE: ORG AND OBJECT NUMBER
FY22 CONVENTION AND VISIT_CNTRCT SV - 10011000700450

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
Available Budget - $282,445.00, Purchase Amount - $45,000.00, Remaining Budget after Purchase - $237,445.00

ATTACHMENTS:
Resolution No. - 2021-076 - FY 21-22 HOT Grants - Lions Club - with Exhibit "A" - Pdf

RESOLUTION NO. 2021-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A GRANT OF HOTEL OCCUPANCY TAX IN THE AMOUNT OF $45,000.00 TO THE DUNCANVILLE LIONS CLUB TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMS AND CONDITIONS OF A CONTRACT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Duncanville Lions Club promotes Duncanville by hosting the Sandra Meadows nationally recognized girls basketball tournament; and

WHEREAS, the Duncanville City Council, after consideration of the application find 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 were 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. That the City Council of the City of Duncanville, Texas hereby approves a grant of Hotel Occupancy Tax in the amount not to exceed $45,000.00 to the Duncanville Lions Club.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager or their designee to execute the necessary documents to conform to this resolution as appropriate after approval as to form by the City Attorney.

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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit "A"

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

State Law: As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:**

a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.

b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.

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

e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in, which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city.

g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
   1. the commercial center of the city;
   2. a convention center in the city;
   3. other hotels in or near the city; or

4. tourist attractions in or near the city.

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

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

City of Duncanville: The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **In order to ensure funding consideration for your event, requests for funds should be submitted on this official application by August 31, 2021 .** The application will be reviewed by the City of Duncanville staff to ensure the funding requests meets state guidelines. Once the application has been reviewed and is determined it meets minimum state qualifications for funding, the applicant will be invited to provide a presentation on their funding request to City Staff. The request will then be analyzed to determine the event's total economic impact to the community. Staff will notify the applicant when their request and staff's recommendation will be presented to the City Council for consideration. The applicant is required to attend the City Council meeting in order for the request to be considered. The applicant may be asked to provide the City Council a presentation regarding their request as well.

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

a) **historic information on the number of room nights used during previous years of the same events;**

b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**

c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**

d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

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

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

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

Please Submit to: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

Exhibit "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 7-13-21

Organization Information

Name of Organization: Duncanville Lions Club

Address: PO Box 383025

City, State, Zip: Duncanville, TX 75138

Contact Name: Steve Martin Contact Phone Number: 972-977-0060

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

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 23-7227463

Entity'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 120+ College Coaches, Families plus Teams to Fill our Hotels during the Christmas Holidays.

Event Information

Name of Event or Project: 71st Annual Sandra Meadows Classic

Date of Event or Project: December 28-30, 2021

Primary Location of Event or Project: Sandra Meadows Arena

Amount Requested: $ 45,000

How will the funds be used? #45,000 The majority of these Funds go right back into the Hotels For rooms. 19 of the 32 Teams will be staying in our Hotels

Exhibit "A"

Primary Purpose of Funded Activity/Facility:

To bring 32 of the Top HighSchool Girls Basketball Teams to our City. What is normally a slow week For the hotels, we will bring teams players, parents, Fans and College Coaches to Duncanville They not only stay in our Hotels but they support our restaurants and Local businesses as Well.

Percentage of Hotel Tax Support of Related Costs

30-35 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

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

10 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: $_____

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? 6,000 +

How many of the participants at the sporting related event are expected to be from another city or county? 3,000 +

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

During a slow week between Christmas & New Years for our hotels and restaurants, we Fill them up with Teams, Fans, Families and College Coaches

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

The $45,000 will be paid mostly to hotels. Other costs will be From website, graphic design, and Hospitality room For the College Coaches.

☐ **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: 70
2. Expected Attendance: 6,000 +
3. How many people attending the Event or Project will use Duncanville hotels? 2,000 +

   Number of rooms rented for your event: 400 +
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? We have blocks for Rooms from 4 Hotels. Hilton Garden Inn, Best Western, La Quinta and the Hampton Inn.
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
2020	Cancelled *6,750	-
2019	*42,000	400 +
2018	* 40,000	389 +
2016	* 38,000	325 +

* **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.)? Direct payments to Hotels From the Lions Club.

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

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?

Yes. Net profits are usally between $6,000-8,000. We are not about profits but trying to maintain the history of a 70 year old classic

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:	$ 900 +

Number of Press Releases/Media Alerts sent to the Media: Several
Number of Direct Mailings to out-of-town recipients: 20+

Other Promotions: Social media plus the Website

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 - we always Have

11. Will you negotiate a special rate or hotel/event package to attract overnight stays? Yes, we do. each year

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

Exhibit "A"

Continue with the normal but Boosting Social Media

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: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution approving a Grant of Hotel Occupancy tax in the amount of $50,000 to the Great American Shoot-Out (GASO) to directly enhance and promote tourism and the hotel industry.

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**
  - **Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers' experiences and exceed their expectations.**
    - **WorkPlan Item N/A**

STAFF RESPONSIBLE:
Agustin "Gus" Garcia; Managing Director, Development Services.

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

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

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry.

"Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity. This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to 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:

- Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
- Paying the administrative costs for facilitating convention registration.
- Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
- 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:

- The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or “other arts related to the presentation, performance, execution and exhibition of these major art forms.”
- The hotel occupancy tax funded programs and events are advertised and open to the general public.
- The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

- Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization’s hotel occupancy tax funded events.
- The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.

- The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.

- Funding historical restoration or preservation programs.
- Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.
- Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.
- Funding transportation systems for tourists.
- Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

POLICY EXPLANATION:

	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Previous Grants	$25,000	$35,000	$45,000	$45,000

30,000 individuals are expected to participate in this event with nearly 15,000 (50%) being from outside of Duncanville. The Great American Shoot-Out is a nationally recognized event that brings in talent from all over the country for exhibition basketball for enthusiasts and talent scouts alike.

FUNDING SOURCE: ORG AND OBJECT NUMBER
FY22 CONVENTION AND VISIT_CNTRCT SV - 10011000700450

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
Available Budget - $332,445.00, Purchase Amount - $50,000.00, Remaining Budget after Purchase - $282,445.00

ATTACHMENTS:
Attachment 1- Resolution No. - 2021-077 - FY 21-22 HOT Grants - GASO

RESOLUTION NO. 2021-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A HOTEL OCCUPANCY TAX GRANT FOR THE FY 21-22 BUDGET IN THE AMOUNT OF $50,000 TO THE GREAT AMERICAN SHOOT-OUT (GASO) TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; CONDITIONAL UPON APPROVAL IN THE FY 21-22 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Great American Shoot-Out (GASO) promotes Duncanville by hosting a nationally-recognized exhibition basketball tournament; and

WHEREAS, the Duncanville City Council, after consideration of the applications of the Applicants find 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 were 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 $50,000 to the Great American Shoot-Out (GASO).

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager or their designee 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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit "A"

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

State Law: As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:**

a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.

b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.

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

e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in, which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city.

g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
   1. the commercial center of the city;
   2. a convention center in the city;
   3. other hotels in or near the city; or

4. tourist attractions in or near the city.

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

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

City of Duncanville: The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **In order to ensure funding consideration for your event, requests for funds should be submitted on this official application by August 31, 2021 .** The application will be reviewed by the City of Duncanville staff to ensure the funding requests meets state guidelines. Once the application has been reviewed and is determined it meets minimum state qualifications for funding, the applicant will be invited to provide a presentation on their funding request to City Staff. The request will then be analyzed to determine the event's total economic impact to the community. Staff will notify the applicant when their request and staff's recommendation will be presented to the City Council for consideration. The applicant is required to attend the City Council meeting in order for the request to be considered. The applicant may be asked to provide the City Council a presentation regarding their request as well.

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

a) **historic information on the number of room nights used during previous years of the same events;**

b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**

c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**

d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

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

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

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

Please Submit to: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

Exhibit "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 8/16/2021

Organization Information

Name of Organization: Great American Shoot-Out

Address: 12405 Water Oak Drive

City, State, Zip: Fort Worth TX 76244
Contact Name: Sam Lowe Contact Phone Number: 214-207-4473

Web Site Address for Event or Sponsoring Entity: www.greatamericanshootout.com
Non-Profit or For-Profit Status: For-Profit Tax ID #: 82-3106758

Entity's Creation Date: 2014

Purpose of your organization: Basketball tournaments for 6th grade to 12th grade age players to participate against other top teams in a competitive environment in front of college coaches

Event Information

Name of Event or Project: Great American Shoot-Out

Date of Event or Project: April 8-10, 2021 April 22-24, 2021 July 7-10, 2021

Primary Location of Event or Project: Duncanville Fieldhouse, Duncanville High School, Kennemer MS

Amount Requested: $ 50,000

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

Exhibit "A"

Primary Purpose of Funded Activity/Facility:

Sporting events (basketball tournaments) that will create tourism and travel to the city of Duncanville.

Players, families and coaches travel across the country to participate in the Great American Shoot-Out Tournaments that are held in front of college coaches that attend from all over the country.

Percentage of Hotel Tax Support of Related Costs

20% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

60% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded 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: $ 50,000

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

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

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

Teams will be traveling to Duncanville from all over Texas, states across the country and even internationally to attend the Great American Shoot-Out. These teams will need lodging for coaches, players, and family members as the seek to stay as close as possible to the playing sites in Duncanville.

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). The costs of the gyms alone will be more than the grant itself. Contracts for Duncanville Fieldhouse are attached with Duncanville ISD contracts running over $30,000 as well. (DISD contracts are not received until early 2022)

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: 33 years
2. Expected Attendance: 30,000
3. How many people attending the Event or Project will use Duncanville hotels? 10,000

   Number of rooms rented for your event: Hotels confirm capacity each year (don't provide count of rooms used specific to our event but are full for each GASO weekend annually)
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? GASO is in communication the Best Western, Hilton Garden Inn, Hampton Inn, Holiday Inn Express and LaQuinta Inn each year. We provide them with our dates and to prepare for a large influx of teams needing lodging on those weekends. Each Duncanville hotels receives priority listing on our website to direct teams to book with the Duncanville hotels.
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
June / August 2020	32,205**	Hotels Reported Increased Volume During Covid
April / July 2019	35,000	Hotels Report Capacity
April / July 2018	35,000	Hotels Report Capacity

**Awarded $45,000 but due to Covid, the events capacity and dates were adjusted and we did not reach a rental total surpassing the $45,000 awarded.

* **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 annually communicate with the hotel operators and they express being at capacity or near capacity for all nights and all events with a large portion of their customers being team related business. (teams, college coaches, referee groups)

7. Please list other organization, government entities, and grants that have offered financial support to your project: No other organizations or government entity has contributed funds.

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

The events do charge admission fee to the teams and do record a net profit. The proceeds from the admission are used to cover other event expenses such as referees, trainers, clock and book keepers and gym directors. The anticipated profit is used to pay company employees and their salaries as the profits can range from 10,000 to 15,000.

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:	$ 2,500

Number of Press Releases/Media Alerts sent to the Media:
Regularly scheduled press releases and numerous social media promotions are used to promote the events for month.
Number of Direct Mailings to out-of-town recipients: Direct emails, texts, and social media postings to tens of thousands of our direct followers are posted regularly

Other Promotions: Email service, Twitter (27,000 followers), Instagram and 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 room rate at the price they feel most comfortable. Our website posts the hotel contact information to book rooms at those local hotels. We do not sign blocks or receive any commission or rebate from the hotels.

13. What geographic areas does your advertising and promotion reach? We reach all of Texas, nationally and beyond, This past year alone, we had teams from the Bahamas, Montana, California, Arizona, New Mexico, Oklahoma, Arkansas, Louisiana, Kansas, Mississippi, Colorado and all parts of Texas.

14. How many individuals will your proposed marketing reach that are in another city or county? 20,000

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

    Expected Attendance Monthly/Annually: 30,000 at Duncanville Fielhouse and Duncanville ISD facilities

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

Please Submit To: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

Duncanville
City of Champions

- 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 these events as GASO runs 6 events in the area each year. Five of the events will be hosted with Duncanville Fieldhouse as the main venue. GASO is now in year 12 using Duncanville as its main host city for its biggest events annually. The events in Duncanville will host close to 1000 teams.

  The marketing plan is a mix of direct emails to past attendees, twitter promotions to our over 27,000 followers, a texting service to thousands of coaches and players and the use of other social media platforms. Our website lists Duncanville's hotels as the main host hotels with priority listing over hotels from surrounding areas. Through these different outlets and strategies, we have been able to annually drive players, team coaches, families, fans and college coaches to visit the city of Duncanville and use the local hotels as their housing source.

- Schedule of Activities or Events Relating to the Funded Project

  The two events in April are Friday to Sunday tournaments. Games are played:

Friday (April 8 and 22):	6:00 PM to 10:00 PM
Saturday (April 9 and 23):	9:00 AM to 10:00 PM
Sunday (April 10 and 24):	9:00 AM to 4:00 PM

  The July tournament is a 4-day event from Thursday to Sunday. Games are played:

Thursday (July 7):	1:00 PM to 10:00 PM
Friday (July 8):	9:00 AM to 10:00 PM
Saturday (July 9):	9:00 AM to 10:00 PM
Sunday (July 10):	9:00 AM to 4:00 PM

- Past Marketing Materials used to Promote the Event

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

  a mix of direct emails to past attendees, twitter promotions to our over 27,000 followers, a texting service to thousands of coaches and players and the use of other social media platforms

  With our 30+ year history in this market, we are established in the field and the teams and coaches know what to expect with GASO events as they are looking for our annual schedule to attend events. The city of Duncanville and its hotels always receive priority as the host site that teams look to stay in.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider Resolution approving a Grant of Hotel Occupancy Tax in the amount of $18,000.00 to the Duncanville Chamber of Commerce to directly enhance and promote tourism and the Hotel Industry; conditional upon approval in the FY 21-22 Budget.

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**
  - **Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers' experiences and exceed their expectations.**
    - **WorkPlan Item N/A**

STAFF RESPONSIBLE:
Agustin "Gus" Garcia; Managing Director, Development Services.

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

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

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry.

"Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity. This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to 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:

- Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
- Paying the administrative costs for facilitating convention registration.
- Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
- 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:

- The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or “other arts related to the presentation, performance, execution and exhibition of these major art forms.”
- The hotel occupancy tax funded programs and events are advertised and open to the general public.
- The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

- Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization’s hotel occupancy tax funded events.
- The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.

- The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.

- Funding historical restoration or preservation programs.
- Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.
- Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.
- Funding transportation systems for tourists.
- 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 Chamber, Lions Club, and GASO activities are Duncanville staples that help promote the City through tourism, and Staff supports their continued funding.

The applicant's funding history is listed below.

DUNCANVILLE CHAMBER OF COMMERCE

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Previous Grants	$82,093	$26,412	$16,908	$17,760	$33,445	$17,760

There were no HOT grants requested for FY 17-18 and FY 18-19.

FUNDING SOURCE: ORG AND OBJECT NUMBER
FY22 CONVENTION AND VISIT_CNTRCT SV - 10011000700450

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
Available Budget - $350,445.00, Purchase Amount - $18,000.00, Remaining Budget after Purchase - $332,445.00

ATTACHMENTS:
Attachment 1 - Resolution No. - 2021-078 - FY 21-22 HOT Grants - Chamber of Commerce - with Exhibit

RESOLUTION NO. 2021-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A GRANT OF HOTEL OCCUPANCY TAX IN THE AMOUNT OF $18,000.00 TO THE DUNCANVILLE CHAMBER OF COMMERCE TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; CONDITIONAL UPON APPROVAL IN THE FY 21-22 BUDGET; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMS AND CONDITIONS OF A CONTRACT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Duncanville Chamber of Commerce promotes Duncanville by providing services as our official Visitor's Center; and

WHEREAS, the Duncanville City Council, after consideration of the applications of the Applicants find 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 were 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. That the City Council of the City of Duncanville, Texas hereby approves a grant of Hotel Occupancy Tax in the amount not to exceed $18,000.00 to the Duncanville Chamber of Commerce for the establishment and maintenance of Duncanville Visitor Center.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary grant agreement to conform to this resolution as appropriate and approved as to form by the by the City Attorney.

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 16th day of November, 2021

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit "A"

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

State Law: As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:**

a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.

b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.

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

e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in, which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city.

g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
   1. the commercial center of the city;
   2. a convention center in the city;
   3. other hotels in or near the city; or

4. tourist attractions in or near the city.

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

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

City of Duncanville: The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **In order to ensure funding consideration for your event, requests for funds should be submitted on this official application by August 31, 2021 .** The application will be reviewed by the City of Duncanville staff to ensure the funding requests meets state guidelines. Once the application has been reviewed and is determined it meets minimum state qualifications for funding, the applicant will be invited to provide a presentation on their funding request to City Staff. The request will then be analyzed to determine the event's total economic impact to the community. Staff will notify the applicant when their request and staff's recommendation will be presented to the City Council for consideration. The applicant is required to attend the City Council meeting in order for the request to be considered. The applicant may be asked to provide the City Council a presentation regarding their request as well.

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

a) **historic information on the number of room nights used during previous years of the same events;**

b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**

c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**

d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

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

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

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

Please Submit to: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

Exhibit "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 7-13-21

Organization Information

Name of Organization: Duncanville Chamber of Commerce

Address: 300 E. Wheatland Rd

City, State, Zip: Duncanville, TX 75116

Contact Name: Steve Martin Contact Phone Number: 972-780-4990

Web Site Address for Event or Sponsoring Entity: www.duncanvillechamber.org

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 75-1097267

Entity's Creation Date: 1955

Purpose of your organization: To serve as the official Visitor Center For the City of Duncanville

Event Information

Name of Event or Project: Official Visitors Center

Date of Event or Project: Daily

Primary Location of Event or Project: 300 E. Wheatland Rd

Amount Requested: $ 18,000

How will the funds be used? Funds will be used to operate as the Official Visitors Center For the City of Duncanville (This is a $20 per month increase totaling $240)

Exhibit "A"

Primary Purpose of Funded Activity/Facility:

OFFicial Visitors Center For Duncanville

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: $ 18,000

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

This is a $20 per month increase From $1,480 to $1,500. Annually From $17,760 to $18,000. (Only $240 annual increase)

☐ **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.

N/A

☐ **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.

N/A

☐ **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.

N/A

☐ **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? N/A

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?

N/A

☐ **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.

N/A

☐ **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?

N/A

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

N/A

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? N/A
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

* **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.)? N/A

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

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
N/A

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: N/A

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? N/A

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
N/A

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? _____

_____

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: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

Duncanville
City of Champions

Exhibit "A"

2020 Visitor Center Call Log 1st Quarter

	October	November	December
Calls	127	112	156
City Information	52	34	78
Relocation	1	1	1
Office Visits	17	9	12
Total	197	156	247

Exhibit "A"

2021 Visitor Center Call Log 3rd Quarter

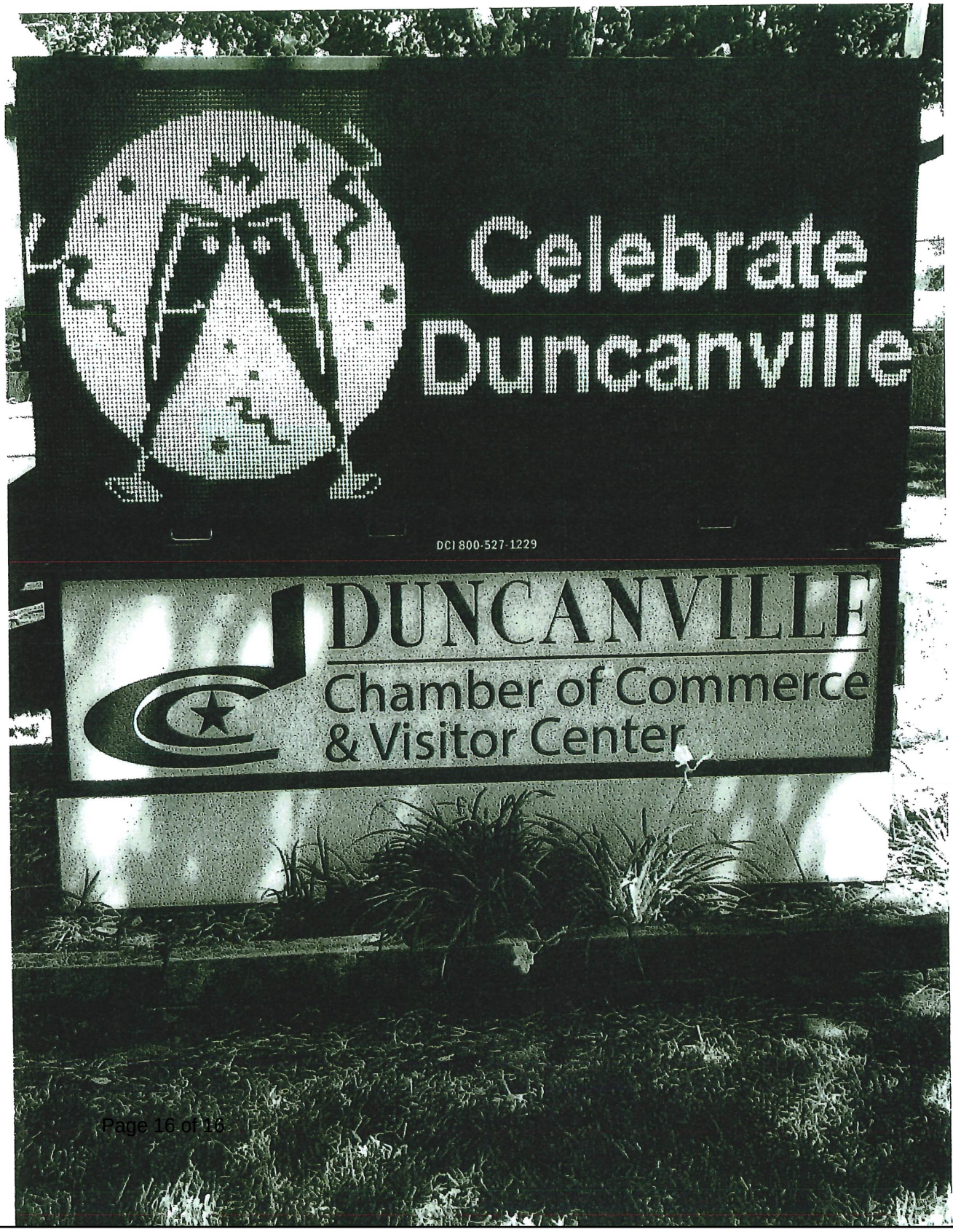
	April	May	June
Visitor Center Calls	68	52	83
City Information	24	18	46
Relocation	0	0	0
Office Visits	8	3	15
Total	100	73	144

Exhibit "A"

2020 Visitor Center Call Log 4th Quarter

	July	August	September
Calls	133	186	148
City Information	74	67	77
Relocation	0	0	0
Office Visits	22	34	28
Total	229	287	253

Exhibit "A"


Celebrate
Duncanville
DCI 800-527-1229
DUNCANVILLE
Chamber of Commerce
& Visitor Center

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider an Ordinance amending the Master Fee Schedule for the Fiscal Year 2021-2022 as shown in Exhibit A.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Bryan G. Ramey II, P.E., Managing Director for Public Works
Randolph Goucher, Building Official

BACKGROUND/HISTORY:
The Master Fee Schedule is regularly updated to reflect changes in Texas Law, City Ordinances, and City Operations. In March 2021, the City passed the new Zoning Ordinance which required new fees. In September 2021, the Texas Alcoholic Beverage Commission (TABC) revised its fee schedule which required changes to the City alcohol license fees. Finally, the Building Inspections Division identified other required changes based on an assessment of the Master Fee Schedule. As a result, an amendment to FY 2021-2022 Planning / Building Inspection Master Fee Schedule is necessary.

This amendment to the FY 2021-2022 Master Fee Schedule makes the following changes:

<u>Planning/Building Inspections Section</u>

1. Adds a fee for Live-Work Units (Line 28 of Exhibit A)
2. Adds a fee for Short Term Rentals One-time Registration Fee (Line 29 of Exhibit A)
3. Adds a fee for Annual Short Term Rental Inspection Fee (Line 30 of Exhibit A)
4. Adds a fee for Accessory Dwelling Units (ADU's) Plan Review (Line 33 of Exhibit A).
5. Establishes a minimum of 400 Sq. Ft for an ADU. Adds a New Construction Permit Fee. (Line 43 of Exhibit A)
6. Adds a late fee for Commercial Pool/Spa Inspection. (Line 90 of Exhibit A)
7. Adds a reinspection fee for Commercial Pool/Spa Inspections. (Line 91 of Exhibit A)
8. Adds a fee for Food Truck Inspections. (Line 97 of Exhibit A)
9. Adds a fee for Backflow Device Installation. (Line 112 of Exhibit A)
10. Adds additional tiers to "Building Permits - New Construction of Accessory Buildings " and sets a minimum fee of $50.00 (Lines 131-136 of Exhibit A).
11. Eliminates Types "A" and "B" Accessory Buildings along with associated fees. (Lines 137-138 of Exhibit A)
12. Reducing Residential Asphalt overlay fee. (Line 145 of Exhibit A)
13. Reducing Commercial Asphalt overlay fee. (Line 146 of Exhibit A)

14. Adopting the Texas Alcoholic Beverage Commission (TABC) Licenses and Permits Maximum Local Fees, (Line 207 of Exhibit A)
15. Adds a late fee for City Alcohol License (Line 208 of Exhibit A)

Utilities Section

1. Adds late fee for non-residential delinquent payments over 20 days old (Line 111 of Exhibit A)

POLICY EXPLANATION:
Council approval is required for all ordinances.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:
Attachment - Ordinance No. - 2390R1 - FY20-21 - Master Fee Schedule - Pdf

ORDINANCE NO. 2390R1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE MASTER FEE SCHEDULE FOR THE FISCAL YEAR 2021-2022 AS SHOWN IN EXHIBIT A; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, It is necessary to amend the Fiscal Year 2021-2022 Master Fee Schedule as shown in Exhibit A due to changes in Texas Law, new City Zoning Ordinance, and City operations.

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

SECTION 1. That the amended Master Fee Schedule for the Fiscal year 2021-2022 as shown in Exhibit A is approved.

SECTION 2. That all provisions of the ordinances of the City of Duncanville, Texas, in conflict with the provisions of this Ordinance amendment be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Ordinance amendment shall remain in full force and effect.

SECTION 3. That should any word, phrase, paragraph, or section of this Ordinance be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Ordinance as a whole.

SECTION 4. That this Ordinance amendment shall take effect immediately from and after its passage 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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

MASTER FEE SCHEDULE
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY21-22	Fee Effective 10/01/21
	PUBLIC WORKS				
1	**ZONING & RELATED FEES**				
2	Preliminary plat	Per plat.	$ 250.00	$ -	$ 250.00
3	Final plat - residential	Base Fee + $5.00 per lot.	$ 500.00	$ -	$ 500.00
4	Final plat - apartment	Base Fee + $10.00 per unit.	$ 500.00	$ -	$ 500.00
5	Final plat - other	Base Fee + $50.00 per acre.	$ 500.00	$ -	$ 500.00
6	Replat	Per plat.	$ 500.00	$ -	$ 500.00
7	Filing Plat at Dallas County	Per plat. This fee is applied in the event in the event the property owner has not filed the plat with Dallas County within 60 days of approval by Planning and Zoning Commision.	Actual Cost + 10% Courier Fee	$ -	Actual Cost + 10% Courier Fee
8	Planned Development Site Plan Review	To ensure site plan meets City Zoning Ordinance & Subdivision Regulations	$ 250.00	$ -	$ 250.00
9	Zoning change - planned development	Per development.	$ 1,050.00	$ -	$ 1,050.00
10	Zoning change - single residential lot		$ 500.00	$ -	$ 500.00
11	Zoning change - Special Use Permit (SUP)		$ 1,150.00	$ -	$ 1,150.00
12	Zoning change - all others		$ 1,050.00	$ -	$ 1,050.00
13	Comprehensive Plan	Per book	$ 50.00	$ -	$ 50.00
14	Maps (black/white copy)	Per sheet	$ 5.00	$ -	$ 5.00
15	Street signs (2 signs, 1 pole)	Per assembly; installed	$ 75.00	$ -	$ 75.00
16	Blue fire buttons	Each	$ 10.00	$ -	$ 10.00
17	Zoning Verification Letter	Each	$ 50.00	$ -	$ 50.00
18	Right-of-Way Abandonment	Each application	$ 250.00	$ -	$ 250.00
19	Pre-Development Meeting	To review City requirements prior to starting their business	$ -	$ -	$ -
20	**CERTIFICATES OF OCCUPANCY**				
21	New building		$ 25.00	$ -	$ 25.00
22	Existing building	For each new occupant or change in occupancy or ownership.	$ 125.00	$ -	$ 125.00
23	Clean & Show Permit	For landlord to get power turned on prior to tenant occupancy	$ 50.00	$ -	$ 50.00
24	Utility Verification Permit	For when a Commercial company changes electric providers or needs to get re-connected following a shut-off. This requires a City inspection.	$ 50.00	$ -	$ 50.00
25	Changes	Certificate replacement	$ 10.00	$ -	$ 10.00
26	Group Home	One-time fee. Housing occupied by groups of unrelated individuals with disabilities, which may or may not be provided by organizations that also offer various services for individuals with disabilities living in the homes and are licensed by the state, in which a reasonable accommodation and certificate of occupancy has been issued prior to operating if such home has four or more persons occupying the dwelling unit.	$ 500.00	$ -	$ 500.00
27	Annual Group Home Inspection Fee	Annual group home inspection fee per Ordinance Section 12C-12	$ 150.00	$ -	$ 150.00
28	Live-Work Unit			$75.00	$75.00
29	Short Term Rentals	One Time Certificate of Occupancy Fee.		$ 250.00	$ 250.00
30	Annual Short Term Rental Inspection Fee			$ 100.00	$ 100.00
31	**PLAN REVIEW**	**RESIDENTIAL/ACCESSORY DWELLING UNIT - NEW CONSTRUCTION**			
32	**Total Square Feet**				
33	400 - 1500		$ 75.00	$ -	$ 75.00
34	1501 - 2000		$ 100.00	$ -	$ 100.00
35	2001 - 2500		$ 125.00	$ -	$ 125.00
36	2501 - 3000		$ 150.00	$ -	$ 150.00
37	3001 - 3500		$ 200.00	$ -	$ 200.00
38	3501 - 4000		$ 225.00	$ -	$ 225.00
39	4001 or more	$225 plus 0.05 per each additional square foot	See Comments		See Comments
40	**BUILDING PERMITS**	**RESIDENTIAL NEW CONSTRUCTION AND ADU's**			
41	Work Done Without Permit	Work performed without permit when a pemit is required- double the permit fee			
42	**Total Square Feet**				
43	Accesory Dwelling Unit	Size 400-1000 sq feet; above 1000 sq ft (see Total Square Feet)		$1,100	$ 1,100.00
44	1001 - 1500		$ 1,400.00	$ -	$ 1,400.00
45	1501 - 2000		$ 1,504.00	$ -	$ 1,504.00
46	2001 - 2500		$ 1,731.55	$ -	$ 1,731.55
47	2501 - 3000		$ 1,959.10	$ -	$ 1,959.10
48	3001 - 3500		$ 2,186.65	$ -	$ 2,186.65
49	3501 - 4000		$ 2,414.20	$ -	$ 2,414.20
50	4001 or more	$2,414.50 plus 0.50 per each additional square foot	See Comments		See Comments
51	**BUILDING PERMITS**	**RESIDENTIAL REMODEL- ADDITIONAL SQFT TO MAIN STRUCTURE**			
52	**Total Square Feet**				
53	Work Done Without Permit	Work performed without permit when a pemit is required- double the permit fee			
54	Residential Remodel, repair, or alteration to existing house (excludes an increase in sq ft)		$ 125.00	$ -	$ 125.00
55	251-500		$ 325.00	$ -	$ 325.00
56	501-1000		$ 600.00	$ -	$ 600.00

EXHIBIT A

MASTER FEE SCHEDULE
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY21-22	Fee Effective 10/01/21
57	1001-1500		$ 875.00	$ -	$ 875.00
58	1501-2000		$ 1,075.00	$ -	$ 1,075.00
59	2001-2500		$ 1,375.00	$ -	$ 1,375.00
60	2501 -3000		$ 1,575.00	$ -	$ 1,575.00
61	3001 or more	$1,575 plus 0.40 per each additional square foot	See Comments		See Comments
62	**PLAN REVIEW**	**COMMERICIAL BUILDING REVIEW**			
63	**Plan Review**	Commercial Review for new construction. Max $25,000.00	50% permit cost		50% permit cost
64	**BUILDING PERMITS**	**NEW COMMERCIAL BUILDING**			
65	**Total Square Feet**				
66	Work Done Without Permit	Work performed without permit when a pemit is required- double the permit fee			
67	0-1500	per square foot	$ 4.00	$ -	$ 4.00
68	1501-2500	per square foot	$ 3.60	$ -	$ 3.60
69	2501-3500	per square foot	$ 2.95	$ -	$ 2.95
70	3501-4500	per square foot	$ 2.75	$ -	$ 2.75
71	4501-5500	per square foot	$ 2.55	$ -	$ 2.55
72	5501-6500	per square foot	$ 2.45	$ -	$ 2.45
73	6,501-15,000	per square foot	$ 2.00	$ -	$ 2.00
74	15,001-35,000	per square foot	$ 1.15	$ -	$ 1.15
75	35,001 or more	per square foot	$ 0.50	$ -	$ 0.50

EXHIBIT A

MASTER FEE SCHEDULE
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY21-22	Fee Effective 10/01/21
76	**BUILDING PERMITS**	**COMMERCIAL BUILDING REMODEL**			
77	**Total Square Feet**				
78	Work Done Without Permit	Work performed without permit when a pemit is required- double the permit fee			
79	0-1500	per square foot	$ 0.35	$ -	$ 0.35
80	1501-2500	per square foot	$ 0.30	$ -	$ 0.30
81	2501-3500	per square foot	$ 0.28	$ -	$ 0.28
82	3501-4500	per square foot	$ 0.26	$ -	$ 0.26
83	4501-5500	per square foot	$ 0.24	$ -	$ 0.24
84	5501-6500	per square foot	$ 0.23	$ -	$ 0.23
85	6,501 - 15,000	per square foot	$ 0.22	$ -	$ 0.22
86	15,001-35,000	per square foot	$ 0.20	$ -	$ 0.20
87	35,001 or more	per square foot	$ 0.15	$ -	$ 0.15
88	**INSPECTIONS / PLAN REVIEW**				
89	Commercial Pool/Spa Inspection Fee	Inspected 4 times a year	$ 200.00	$ -	$ 200.00
90	Commercial Pool/Spa Inspection Late Fee	For each month or part of the month that a license fee has not been received.	$ -	$ 50.00	$ 50.00
91	Commercial Pool/Spa Reinspection fee	Per reinspection of noted violation	$ -	$ 20.00	$ 20.00
92	Inspections outside normal business hours (2 hour minimum)	All charges per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.	$ 50.00	$ -	$ 50.00
93	Reinspection fees	Inspection required after failure to comply with first notice of violation	$ 50.00	$ -	$ 50.00
94	Inspections for which no fee is specifically indicated (half-hour minimum)		$ 50.00	$ -	$ 50.00
95	Additional plan review required by changes, additions, or revisions to plans (half-hour minimum)		$ 50.00	$ -	$ 50.00
96	Use of outside consultants for plan checking and inspections or both	To include administrative and overhead costs.	Actual Cost		Actual Cost
97	Food truck inspection	Two inspections per year		$100.00	$100.00
98	**CONTRACTOR REGISTRATION**				
99	General Contractor Registration - fence, concrete, sign, landscape irrigation installer, solar, backflow inspector (BPAT)	Annual Fee - requires $100,000 liability insurance	$ 100.00	$ -	$ 100.00
100	**ELECTRICAL PERMITS**	Unrelated to new construction or remodeling.			
101	Electrical work done with no permit	Work performed without permit when a pemit is required- double the permit fee			
102	Service change		$ 75.00	$ -	$ 75.00
103	Meter change		$ 75.00	$ -	$ 75.00
104	Solar	Installation of solar panels and upgrade service	$ 150.00	$ -	$ 150.00
105	**PLUMBING PERMITS**	Unrelated to new construction or remodeling.			
106	Plumbing work done with no permit	Work performed without permit when a permit is required - double the permit fee	NEW		Based on permit value
107	First fixture		$ 30.00	$ -	$ 30.00
108	Sewer repair		$ 75.00	$ -	$ 75.00
109	Gas line		$ 75.00	$ -	$ 75.00
110	Water heater installation		$ 75.00	$ -	$ 75.00
111	Water treatment system installation		$ 75.00	$ -	$ 75.00
112	Backflow device installation			$ 75.00	$ 75.00
113	Backflow device inspection		$ 75.00	$ -	$ 75.00
114	Landscape Irrigation Installation		$ 100.00	$ -	$ 100.00
115	Gas test		$ 75.00	$ -	$ 75.00
116	Gas Test & minor repair		$ 100.00	$ -	$ 100.00
117	Grease Trap		$ 100.00	$ -	$ 100.00
118	Sand Trap		$ 100.00	$ -	$ 100.00
119	Steam boiler installation		$ 75.00	$ -	$ 75.00
120	**AIR CONDITIONING PERMITS**	Unrelated to new construction or remodeling.			
121	HVAC Done Without Permit	Work performed without permit when a pemit is required- double the permit fee	See Comments	$ -	See Comments
122	Mechanical - Repair or Alteration		$ 75.00	$ -	$ 75.00
123	Residential replacement/ new HVAC system	per system	$ 75.00	$ -	$ 75.00
124	Commercial replacement/ new HVAC system		$ 150.00	$ -	$ 150.00
125	Walk-In Cooler Installation		$ 75.00	$ -	$ 75.00
126	**MISC. PERMITS / FEES**	Including all trades, if applicable.			
127	Work Done Without Permit	Work performed without permit when a pemit is required- double the permit fee	See Comments		See Comments
128	Foundation		$ 150.00	$ -	$ 150.00
129	Swimming pool, >5,000 gal.		$ 75.00	$ -	$ 75.00
130	Spa / hot tub / Pool (24" deep or greater)		$ 75.00	$ -	$ 75.00

EXHIBIT A

MASTER FEE SCHEDULE
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY21-22	Fee Effective 10/01/21
131	Accessory Building 1-119 sq ft, and equal to or less than 12 ft 11in height	Inspection- no contractor registration		$50.00	$ 50.00
132	Accessory Building 1-119 sq ft and 13 feet in height or higher, or 120-200 sq ft structure	Residential property		$75.00	$ 75.00
133	Accessory Building 201-400 sq ft structure	Residential property		$150.00	$ 150.00
134	Accessory Building 401- 600 sq ft structure	Residential property		$225.00	$ 225.00
135	Accessory Building 601 sq ft or more per structure	Residential property		$300.00	$ 300.00
136	Accessory Building	Commercial		$500.00	$ 500.00
137	~~Type B Accessory building 1- 399 sqft~~	~~no MEP included, separate permit required~~	~~$ 75.00~~	~~$ -~~	~~$ 75.00~~
138	~~Type A Accessory building 400 sqft or greater~~	~~no MEP included, separate permit required~~	~~$ 150.00~~	~~$ -~~	~~$ 150.00~~
139	Roof Shingle Replacement - Residential	Greater than 1 bundle of shingles replaced (33 SF)	$ 75.00	$ -	$ 75.00
140	Roof Decking Replacement - Residential		$ 150.00	$ -	$ 150.00
141	Roof Shingles/ Composition Replacement - Commercial	Greater than 1 bundle of shingles replaced (33 SF)	$ 150.00	$ -	$ 150.00
142	Roof Decking Replacement - Commercial		$ 300.00	$ -	$ 300.00
143	Thermoplastic Olefin (TPO)	New Roof	$ 450.00	$ -	$ 450.00
144	New concrete or asphalt: sidewalk, driveway, or approach on residential or non residential parking lot	per square foot, Maximum $250 on Residential, and $1000.00 on Commercial	$ 0.50	$ -	$ 0.50
145	Asphalt overlay	$125.00 on Residential		$ 125.00	$ 125.00
146	Asphalt overlay	$500.00 on Commercial		$ 500.00	$ 500.00
147	Asphalt Street tie-in to concrete drive approach	Per linear foot	$ 8.00	$ -	$ 8.00
148	Structure moving, within City limits	Code of Ordinances Section 5-58	$ 100.00	$ -	$ 100.00
149	Structure moving, into City	Code of Ordinances Section 5-58	$ 100.00	$ -	$ 100.00
150	Construction Trailer	To set a construction trailer on a job site	$ 100.00	$ -	$ 100.00
151	Building demolition		$ 100.00	$ -	$ 100.00
152	Gasoline fuel tanks		$ 150.00	$ -	$ 150.00
153	Tent or canopy	Four permits per year, 14 days each	$ 25.00	$ -	$ 25.00
154	Residential Fence		$ 75.00	$ -	$ 75.00
155	Commercial Fence	3 inspections required	$ 225.00	$ -	$ 225.00
156	Storage Containers	Annual Fee - two permits per year, 15 days each	$ 25.00	$ -	$ 25.00
157	Occasional sale / residential garage sale	Four permits per year, two each six-month period	No charge	$ -	No charge
158	Parking lot and/or tent sale	Four permits per year, 14 days each	$ 50.00	$ -	$ 50.00
159	Seasonal sale		$ 50.00	$ -	$ 50.00
160	Seasonal garden center		$ 50.00	$ -	$ 50.00
161	Handbill application	Per year.	$ 50.00	$ -	$ 50.00
162	Handbill permit, one day		$ 15.00	$ -	$ 15.00
163	Handbill permit, one week		$ 40.00	$ -	$ 40.00
164	Handbill permit, one year		$ 400.00	$ -	$ 400.00
165	Administrative Fee	Contracting for abatement of Code Violation per Occurrence; minimum charge of $100	$100 or 10% of cost, whichever is higher	$ -	$100 or 10% of cost, whichever is higher
166	Vacant building registration	Annual Fee	$ 125.00	$ -	$ 125.00
167	Vacant building inspection	Annual Fee- $50.00, plus an additional $0.01 per square foot over 5,000 ft.	See Comments	$ -	$50 or $0.01/sf whichever is higher
168	Vacant building registration late fee	Additional $50.00 for every 30th day the registration is late	See Comments		See Comments
169	Residential Rental Property Registration	Registration, Inspection, and RCO	$ 75.00	$ -	$ 75.00
170	Residential Rental Property Registration	Annual fee per single-family, duplex, or townhouse rental unit	$ 25.00	$ -	$ 25.00
171	Residential Administrative Fee	Upon change of ownership with a registration year	$ 10.00	$ -	$ 10.00
172	Rental Certificate of Occupancy Replacement Fee	Replacement of lost, destroyed or mutilated Rental Certificate of Occupancy	$ 10.00	$ -	$ 10.00
173	Rental Registration Late Fee	If any registration renewal fee is paid over 30 days after the due date, inspections not called in within 30 days of registration or last failed date, or RRCO not issued within 30 days of pass inspection date	$ 50.00	$ -	$ 50.00
174	Wind Energy Turbine	requires SUP in residential	$ 150.00	$ -	$ 150.00
175					
176	Street name change Request	Cost to file application and to bring case to Council for approval	$ 125.00	$ -	$ 125.00
177	Street Name Change - Sign Fabricate & Install	Cost varies based on size of signs and number of signs needed.		$ -	Reimburse City Actual Cost
178	**SMALL CELL AND NETWORK NODES**				
179	Small Cell/Network node application fee	1-5 network nodes	$ 500.00	$ -	$ 500.00
180	Small Cell/Network node application fee	Additional network nodes beyond 5, each	$ 250.00	$ -	$ 250.00
181	Small Cell/Network node application fee	Each pole to be erected	$ 1,000.00	$ -	$ 1,000.00
182	Small Cell/Network node annual user fee	Each network node	$ 250.00	$ -	$ 250.00
183	Transport Facility monthly user fee	Each network node in right-of-way providing backhaul	$ 28.00	$ -	$ 28.00
184	Collocation on city poles annual user fee	Each pole	$ 20.00	$ -	$ 20.00
185	**FOOD ESTABLISHMENT FEES**				

EXHIBIT A

MASTER FEE SCHEDULE
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY21-22	Fee Effective 10/01/21
186	**Health permit**				
187	**Class 1A** (full service restaurants with dining area, and supermarkets without a deli/bakery in the store)	Per fiscal year.	$ 425.00	$ -	$ 425.00
188	**Class 2A** (ex. Supermarkets with deli/bakery, fast food establishments, convenience stores, variety stores, mobile vendors, day care and schools)	Per fiscal year.	$ 250.00	$ -	$ 250.00
189	**Class 3A** (Seasonal Establishments)	Per fiscal year.	$ 175.00		$ 175.00
190	Retail	Per fiscal year.	$ 250.00	$ -	$ 250.00
191	**All large retail stores will be assessed separate permit fees for each operational function**				
192	Meat Market	Per fiscal year.	$ 250.00	$ -	$ 250.00
193	Deli	Per fiscal year.	$ 250.00	$ -	$ 250.00
194	Seafood	Per fiscal year.	$ 250.00	$ -	$ 250.00
195	Restaurant	Per fiscal year.	$ 250.00	$ -	$ 250.00
196	Bakery	Per fiscal year.	$ 250.00	$ -	$ 250.00
197	School cafeteria	Per school cafeteria per fiscal year.	$ 250.00	$ -	$ 250.00
198	Temporary food permit, first day		$ 25.00	$ -	$ 25.00
199	Temporary food permit, additional day	Not to exceed 10 days.	$ 5.00	$ -	$ 5.00
200	Re-check fee, all classifications		$ 100.00	$ -	$ 100.00
201	**Health Permit Late fees**				
202	After October 10 of fiscal year	First late fee	$ 50.00	$ -	$ 50.00
203	Every 10 days thereafter	in addition to the First $50.00 late fee	$ 50.00	$ -	$ 50.00
204	Not received by November 1st	Will result in establishment closure.	$ 100.00	$ -	$ 100.00
205	New Establishment or change of ownership administrative fee in addition to Health Permit		$ 35.00	$ -	$ 35.00
206	**ALCOHOL LICENSING BIENNIAL RENEWAL**				
207	License fee	Reflects Max. Fees as allowed by TABC		See TABC Licenses and Permits Maximum Local Fees	
208	Late fee	For each month or part of the month that a license fee has not been received.	$ -	$ 100.00	$ 100.00
209	**APARTMENT COMPLEX LICENSING**				
210	License fee	Per dwelling unit. Due on or before last working day of preceding year.	$ 15.00	$ -	$ 15.00
211	License replacement fee	Fees for licenses replacement during year.	$ 10.00	$ -	$ 10.00
212	Late fee	For each month or part of the month that a license fee has not been received.	$ 100.00	$ -	$ 100.00
213	Reinspection fee	Per reinspection of noted violation	$ 20.00		$ 20.00
214	**SIGN PERMITS**				
215	Work Done Without Permit	Work performed without permit when a pemit is required- double the permit fee	See Comments		See Comments
216	Reface		$ 75.00		$ 75.00
217	Pole signs		$ 150.00		$ 150.00
218	Monument		$ 150.00		$ 150.00
219	Wall signs		$ 75.00		$ 75.00
220	Lighted sign, electrical fee		$ 150.00		$ 150.00
221	Flags	3 flags per lot - insignia, decorative, governmental.	No charge	$ -	No charge
222	Pennant	14 day limit; within first 90 days of certificate of occupancy.	No charge	$ -	No charge
223	**BANNER FEES**				
224	Work Done Without Permit	Work performed without permit when a pemit is required- double the permit fee	See Comments		See Comments
225	Erect banner	Each 30 day period; not to exceed 90 days per year.	$ 25.00	$ -	$ 25.00
226	Grand Opening banner	14 day limit; within first 90 days of certificate of occupancy.	No charge	$ -	No charge
227	**TREE PRESERVATION FEES**				
228	Removal of dead, diseased, or damaged tree		No charge	$ -	No charge
229	Removal of protected trees and/or review of tree preservation plan in conjunction with building permit. (Applicable mitigation charges still apply)		No charge	Fee assessed by City Arborist/Parks and Recreation	Fee assessed by City Arborist/Parks and Recreation
230	Application for tree removal (Applicable mitigation charges still apply)		$ 100.00	$ -	$ 100.00
231	Review of tree preservation plan		$ 100.00	$ -	$ 100.00
232	All others		$ 100.00	$ -	$ 100.00

EXHIBIT A

MASTER FEE SCHEDULE
PLANNING / BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 02/02/2021	Proposed Change for FY21-22	Fee Effective 10/01/21
233	**VARIANCE REQUESTS**				
234	Board of Adjustment	Per request. Cost to bring a case to ZBA.	$ 125.00	$ -	$ 125.00
235	Sign Control Board	Per request. Cost to bring a case to Sign Control Board	$ 125.00	$ -	$ 125.00
236	Letter preparation		$ 7.50	$ -	$ 7.50

Exhibit A

MASTER FEE SCHEDULE
UTILITIES

	DEPARTMENT	BASIS/COMMENTS	FEE Effective 10/01/20	Proposed Change for FY 21-22	Proposed Fee Effective 10/01/21
	UTILITIES				
1	**WATER & SEWER CONNECTION / TAP FEES**				
2	**Water connection fees**				
3	3/4 "	Based on cost of water meter	$ 252.00	$ -	$ 252.00
4	1"	Based on cost of water meter	$ 348.00	$ -	$ 348.00
5	1 1/2"	Based on cost of water meter	$ 600.00	$ -	$ 600.00
6	2"	Based on cost of water meter	$ 1,600.00	$ -	$ 1,600.00
7	Larger than 2"		Total cost plus 10%		Total cost plus 10%
8	**Water tap fees**	**IN ADDITION TO CONNECTION FEE FOR NEW SERVICE INSTALL**			
9	1"	Based on cost of materials & labor + 100% pavement repair charges	$ 1,600.00	$ -	$ 1,600.00
10	2"	Based on cost of materials & labor + 100% pavement repair charges	$ 2,000.00	$ -	$ 2,000.00
11	Larger than 2"		Total cost plus 10% and pavement repair charges.	$ -	Total cost plus 10% and pavement repair charges.
12	**Sewer connection fees**	**ONLY IF EXISTING SEWER SERVICE IS AVAILABLE TO PROPERTY**			
13	Residential	Connecting private sewer to city sewer available near property line	$ 200.00	$ -	$ 200.00
14	Non-Residential	Connecting private sewer to city sewer available near property line	$ 200.00	$ -	$ 200.00
15	**Sewer tap fees**	**IN ADDITION TO CONNECTION FEE FOR NEW SERVICE INSTALL**			
16	Service Line - 4"	Up to 25 feet of sewer piping + 100% pavement repair charges	$ 1,800.00	$ -	$ 1,800.00
17	Service Line - 6"	Up to 25 feet of sewer piping + 100% pavement repair charges	$ 2,000.00	$ -	$ 2,000.00
18	Linear Foot Charge (per foot after 25ft.)	$36.25 per additional linear foot + 100% pavement repair charges	$ 36.25	$ -	$ 36.25
19	**Pavement repair charges**				
20	Sidewalk	Per square foot.	$ 5.10	$ -	$ 5.10
21	Street	Per square foot.	$ 7.50	$ -	$ 7.50
22	**WATER RATES**	Monthly rates to be charged for water on a monthly basis			
23		as determined by water meter readings.			
24	**Residential**				
25	Minimum water charge, up to 1,000 gal.	Per month, per unit.	$ 14.00	$ -	$ 14.00
26	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 3.76	$ -	$ 3.76
27	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 4.85	$ -	$ 4.85
28	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 5.98	$ -	$ 5.98
29	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 7.09	$ -	$ 7.09
30	**Commercial**				
31	Minimum water charge, up to 1,000 gal.	Per month, per unit.	$ 14.00	$ -	$ 14.00
32	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 3.38	$ -	$ 3.38
33	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 4.41	$ -	$ 4.41
34	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 5.45	$ -	$ 5.45
35	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 5.45	$ -	$ 5.45
36	**Multi-Family**				
37	Minimum water charge, up to 1,000 gal.	Per month, per unit.	$ 14.00	$ -	$ 14.00
38	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 3.38	$ -	$ 3.38
39	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 4.41	$ -	$ 4.41
40	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 5.45	$ -	$ 5.45
41	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 5.45	$ -	$ 5.45
42	**Irrigation**				
43	Minimum water charge	Per month, per unit.	$ 14.00	$ -	$ 14.00
44	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 3.85	$ -	$ 3.85
45	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 4.98	$ -	$ 4.98
46	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 6.11	$ -	$ 6.11
47	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 7.22	$ -	$ 7.22
48	**Schools**				
49	Minimum water charge, up to 1,000 gal.	Per month, per unit.	$ 14.00	$ -	$ 14.00
50	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 5.48	$ -	$ 5.48
51	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 6.49	$ -	$ 6.49
52	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 7.49	$ -	$ 7.49
53	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 8.50	$ -	$ 8.50
54	**Municipal**				
55	Minimum water charge	Per month, per unit.	$ 14.00	$ -	$ 14.00

Exhibit A

MASTER FEE SCHEDULE
UTILITIES

	DEPARTMENT	BASIS/COMMENTS	FEE Effective 10/01/20	Proposed Change for FY 21-22	Proposed Fee Effective 10/01/21
56	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	$ 6.49	$ -	$ 6.49
57	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	$ 7.49	$ -	$ 7.49
58	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	$ 8.50	$ -	$ 8.50
59	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	$ 9.49	$ -	$ 9.49
60	**WATER DEPOSITS AND FEES**				
61	Deposit, residential		$ 75.00	$ -	$ 75.00
62	Deposit, commercial		$ 125.00	$ -	$ 125.00
63	Deposit, Realtor	For one house; $25.00 for each additional house.	$ 75.00	$ -	$ 75.00
64	Convenience fee (credit card over the phone)	Per transaction	$ 15.00	$ -	$ 15.00
65	Returned check fee	Per check.	$ 35.00	$ -	$ 35.00
66	Delinquent charge (Commercial)	Based on total bill, including water, sewer, garbage, and drainage fees.	10%		10%
67	Delinquent charge (Residential)	Change from 5% of outstanding bill to a flat fee (Based on total bill, including water, sewer, garbage, and drainage fees.)	10%		10%
68	Deposit, fire hydrant meter	Based on cost of hydrant meter/backflow assembly & labor	$ 2,000.00	$ -	$ 2,000.00
69	**Reconnections**				
70	During business hours: single-family, duplexes, multi-family 9 units or less	Additional $35.00 if meter was pulled.	$ 35.00	$ -	$ 35.00
71	During business hours: multi-family with 10 units or more		$ 70.00	$ -	$ 70.00
72	After hours / holidays: single-family, duplexes, multi-family 9 units or less		$ 45.00	$ -	$ 45.00
73	After hours / holidays: multi-family with 10 units or more		$ 120.00	$ -	$ 120.00
74	Charge if customer turns water on illegally, meter in place	Per occurrence	$ 50.00	$ -	$ 50.00
75	Charge if customer illegally installs bypass, meter or no meter	Per occurrence	$ 150.00	$ -	$ 150.00
76	**SEWER RATES**				
77	**Fixed rates**				
78	Residential	Per connection (without tax)	$ 19.25	$ -	$ 19.25
79	Multi-family	Per living unit (without tax)	$ 9.07	$ -	$ 9.07
80	Commercial, Schools, Municipal	Per connection (without tax)	$ 9.07	$ -	$ 9.07
81	**Variable rates**				
82	Residential	Per 1,000 gallons.; based on winter months average without tax	$ 8.22	$ -	$ 8.22
83	Multi-family	Per 1,000 gallons; based on 90% of water consumption without tax	$ 9.25	$ -	$ 9.25
84	Commercial, Schools and Municipal	Per 1,000 gallons; based on 85% of water consumption without tax	$ 9.07	$ -	$ 9.07
85	**SOLID WASTE RATES**				
86	Single-family & duplex, curbside service	Per dwelling unit without tax	$ 24.36	$ -	$ 24.36
87	Single-family & duplex, alley service	Per dwelling unit without tax	$ 30.54	$ -	$ 30.54
88	Multi-family, curbside service	Per dwelling unit without tax	$ 24.36	$ -	$ 24.36
89	Multi-family, alley pickup	Per dwelling unit without tax	$ 30.54	$ -	$ 30.54
90	**Commercial accounts serviced by residential trucks**				
91	First cubic yard	Per month, without tax	$ 31.51	$ -	$ 31.51
92	Each additional yard	Per month, without tax	$ 11.78	$ -	$ 11.78
93	Obstruction in front of container	Per month, without tax	$ 17.49	$ -	$ 17.49
94	**Commercial accounts**				
95	Commercial containers / collection	Rates specified in contract with service provider and subject to CPI increases.	See Comments		See Comments
96	Commercial containers / burned	Rates specified in contract with service provider and subject to CPI increases.	See Comments		See Comments
97	**PRIVATE COLLECTION LICENSES**				
98	**Class A**				
99	Each vehicle, up to 1/2 ton	Per year.	$ 25.00	$ -	$ 25.00
100	Each vehicle, 1/2 ton to 2 tons	Per year.	$ 35.00	$ -	$ 35.00
101	Each vehicle, 2 tons or more	Per year.	$ 50.00	$ -	$ 50.00
102	**Class B**	Per year minimum. Fee shall be amount equal to one month's charge for city service of the same class.	$ 12.00	$ -	$ 12.00
103	**Class C**	Per year (for collection and transportation of grass clippings).	$ 25.00	$ -	$ 25.00
104	**LANDFILL FEES**	Gate rate at Skyline Landfill			
105	**STORMWATER CHARGES**				
106	Residential	Per month, per dwelling unit	$ 3.50	$ -	$ 3.50
107	Multi-family	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); $10.00 minimum premise account for properties with only a single premise. $3.50 minimum per premise account for property parcel with multiple premises.	$ 3.50	$ -	$ 3.50
108	Churches	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); $10.00 minimum premise account for properties with only a single premise. $3.50 minimum per premise account for property parcel with multiple premises.	$ 3.50	$ -	$ 3.50

Exhibit A

MASTER FEE SCHEDULE
UTILITIES

	DEPARTMENT	BASIS/COMMENTS	FEE Effective 10/01/20	Proposed Change for FY 21-22	Proposed Fee Effective 10/01/21
109	Schools	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); $10.00 minimum premise account for properties with only a single premise. $3.50 minimum per premise account for property parcel with multiple premises.	$ 3.50	$ -	$ 3.50
110	Commercial	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); $10.00 minimum premise account for properties with only a single premise. $3.50 minimum per premise account for property parcel with multiple premises.	$ 3.50	$ -	$ 3.50
111	Late Payment Fee	Non-residential properties delinquent payment over 20 days late		10% of cost due	10% of cost due
112	**RETAIL ELECTRIC PROVIDERS**	Registration does not apply to REPs serving municipal accounts. Any REP that remains delinquent on payment of annual registration fee after Mach 31 shall be subject to suspension of registration.			
113	Registration fee	Due by January 31 of each year.	$ 25.00	$ -	$ 25.00
114	Subsequent registration fee		$ 20.00	$ -	$ 20.00
115	Late payment fee	For fees not received prior to January 31.	$ 10.00	$ -	$ 10.00
116	Delinquency fee	Plus late payment fee and amount of penalty first imposed.	$ 15.00	$ -	$ 15.00

EXHIBIT A

TEXAS ALCOHOLIC BEVERAGE COMMISSION
Texans Helping Businesses & Protecting Communities

Licenses and Permits

Maximum Local Fees

TIER	LICENSE/PERMIT TYPE	TWO-YEAR FEE IN CODE AUG. 31, 2021 (no surcharge)	MAXIMUM LOCAL FEE (for two-year period) *Effective Sept. 1, 2021*
Upper Tier	Brewer's License (BW) (consolidation of a Manufacturer's License and Brewer's Permit)	N/A	**$1,500**
Upper Tier	Distiller's and Rectifier's Permit (D)	$3,000	**$1,500**
Upper Tier	Winery Permit (G)	$150	**$75**
Upper Tier	Out-of-State Winery Direct Shipper's Permit (DS)		N/A (Out-of-state)
Upper Tier	Nonresident Brewer's License (BN)		N/A (Out-of-state)
Upper Tier	Nonresident Seller's Permit (S)	$300	**$150**
Middle Tier	General Distributor's License (BB)	$600	**$300**
Middle Tier	Wholesaler's Permit (W)	$3,750	**$1,875**
Middle Tier	General Class B Wholesaler's Permit (X)	$600	**$300**
Lower Tier	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB)		
	ORIGINAL	$6,000	*EXEMPT per Code Sec. 11.38(d)*
	1ST RENEWAL	$4,500	**$1,125** *EXEMPT per Code Sec. 11.38(d) in 1st year of 2-year renewal period*
	2ND RENEWAL	$3,000	**$1,500**
	3RD & SUBSEQUENT RENEWALS	$1,500	**$750**
Lower Tier	Wine and Malt Beverage Retailer's Permit (BG) *(previously known as a Wine and Beer Retailer's Permit)*		
	Every county EXCEPT Bexar, Dallas, Harris, and Tarrant counties	$350	**$175**
	ORIGINAL in Bexar, Dallas, Harris, and Tarrant counties	$2,000	**$1,000**
	RENEWAL in Bexar, Dallas, Harris, and Tarrant counties	$1,500	**$750**
Lower Tier	Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) *(previously known as Wine and Beer Retailer's Off-Premise Permit)*	$120	**$60**

EXHIBIT A

TIER	LICENSE/PERMIT TYPE	TWO-YEAR FEE IN CODE AUG. 31, 2021 (no surcharge)	MAXIMUM LOCAL FEE (for two-year period) *Effective Sept. 1, 2021*
Lower Tier	(Malt Beverage) Retail Dealer's On-Premise License (BE)		
	Every county EXCEPT Bexar, Dallas, Harris, and Tarrant counties	$300	**$150**
	ORIGINAL in Bexar, Dallas, Harris, and Tarrant counties	$2,000	**$1,000**
	RENEWAL in Bexar, Dallas, Harris, and Tarrant counties	$1,500	**$750**
Lower Tier	(Malt Beverage) Retail Dealer's Off-Premise License (BF)	$120	**$60**
Lower Tier	Private Club Registration Permit (N)		*EXEMPT per Code Sec. 11.38(d)*
Lower Tier	Private Club Malt Beverage and Wine Permit (NB)		*EXEMPT per Code Sec. 11.38(d)*
Lower Tier	Private Club Exemption Certificate (NE)		*EXEMPT per Code Sec. 32.11(b) and Code Sec. 11.38(d)*
Lower Tier	Package Store Permit (P)	$1,000	**$500**
Lower Tier	Wine-Only Package Store Permit (Q)	$150	**$75**
Lower Tier	Passenger Transportation Permit (TR)		*EXEMPT per Code Sec. 11.38(d)*
Other Permits	Consumer Delivery Permit (CD)	N/A	No fee established in Code on 8/31/21; fee was established in rule per Code Sec. 57.03
Other Permits	Bonded Warehouse Permit (J/JD)	$300	**$150**
Other Permits	Manufacturer's Agent's Warehousing Permit (AW)	$1,500	**$750**
Other Permits	Carrier's Permit (C)		*EXEMPT per Code Sec. 11.38(d)*
Other Permits	Promotional Permit (PR)	$600	**$300**
Other Permits	Third-Party Local Cartage Permit (ET)		*EXEMPT per Code Sec. 11.38(d)*
Other Permits	Branch Distributor's License (BC)	$150	**$75**
Subordinates	Forwarding Center Authority (FC)		**Not a license or permit so local fee is not authorized**
Subordinates	Brewer's Self-Distribution License (SD) *(consolidation of a Manufacturer's Self-Distribution License and Brewer's Self-Distribution Permit)*	N/A	**$600**
Subordinates	Brewpub License (BP)	$1,000	**$500**
Subordinates	Food and Beverage Certificate (FB)		**Not a license or permit so local fee is not authorized**
Subordinates	Late Hours Certificate (LH) *(consolidation of a Mixed Beverage Late Hours Permit, Private Club Late Hours Permit, and a Retail Dealer's On-Premise Late Hours License)*	N/A	**Not a license or permit so local fee is not authorized**
Subordinates	Local Distributor's Permit (LP)	$200	**$100**
Subordinates	Water Park Permit (WP)	$60	**$30**

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution approving a Grant of Hotel Occupancy Tax in the amount of $45,000.00 to the Duncanville Lions Club to directly enhance and promote tourism and the hotel industry

FY 2022 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**
  - **Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers' experiences and exceed their expectations.**
    - **WorkPlan Item N/A**

STAFF RESPONSIBLE:
Agustin "Gus" Garcia; Managing Director, Development Services.

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

There is a two-part test for every expenditure of local hotel occupancy tax.
Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry.

"Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity. This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to 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:

- Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
- Paying the administrative costs for facilitating convention registration.
- Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
- 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:

- The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or "other arts related to the presentation, performance, execution and exhibition of these major art forms."
- The hotel occupancy tax funded programs and events are advertised and open to the general public.
- The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

- Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization's hotel occupancy tax funded events.
- The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.

- The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.

- Funding historical restoration or preservation programs.
- Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.
- Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.
- Funding transportation systems for tourists.
- 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 Chamber, Lions Club, and GASO activities are Duncanville staples that help promote the City through tourism, and Staff supports their continued funding.

The applicant's funding history is listed below.

DUNCANVILLE NOON LIONS CLUB

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Previous Grants	N/A	N/A	$40,000	$40,000	$33,445	$6,750

The requested funds will be used to rent the hotel rooms for the teams as well as some production costs. 19 of the 32 teams will be staying in Duncanville hotels. 6000 individuals are expected to participate with 50% or more coming from outside of Duncanville
Note: FY 20-21 requested amount was significantly reduced due to cancellation, however funds were needed to maintain website and promotion for the event the following year.

FUNDING SOURCE: ORG AND OBJECT NUMBER
FY22 CONVENTION AND VISIT_CNTRCT SV - 10011000700450

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
Available Budget - $282,445.00, Purchase Amount - $45,000.00, Remaining Budget after Purchase - $237,445.00

ATTACHMENTS:
Resolution No. - 2021-076 - FY 21-22 HOT Grants - Lions Club - with Exhibit "A" - Pdf

RESOLUTION NO. 2021-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A GRANT OF HOTEL OCCUPANCY TAX IN THE AMOUNT OF $45,000.00 TO THE DUNCANVILLE LIONS CLUB TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMS AND CONDITIONS OF A CONTRACT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Duncanville Lions Club promotes Duncanville by hosting the Sandra Meadows nationally recognized girls basketball tournament; and

WHEREAS, the Duncanville City Council, after consideration of the application find 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 were 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. That the City Council of the City of Duncanville, Texas hereby approves a grant of Hotel Occupancy Tax in the amount not to exceed $45,000.00 to the Duncanville Lions Club.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager or their designee to execute the necessary documents to conform to this resolution as appropriate after approval as to form by the City Attorney.

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 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit "A"

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

State Law: As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:**

a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.

b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.

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

e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in, which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city.

g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
   1. the commercial center of the city;
   2. a convention center in the city;
   3. other hotels in or near the city; or

4. tourist attractions in or near the city.

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

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

City of Duncanville: The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **In order to ensure funding consideration for your event, requests for funds should be submitted on this official application by August 31, 2021 .** The application will be reviewed by the City of Duncanville staff to ensure the funding requests meets state guidelines. Once the application has been reviewed and is determined it meets minimum state qualifications for funding, the applicant will be invited to provide a presentation on their funding request to City Staff. The request will then be analyzed to determine the event's total economic impact to the community. Staff will notify the applicant when their request and staff's recommendation will be presented to the City Council for consideration. The applicant is required to attend the City Council meeting in order for the request to be considered. The applicant may be asked to provide the City Council a presentation regarding their request as well.

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

a) **historic information on the number of room nights used during previous years of the same events;**

b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**

c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**

d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

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

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

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

Please Submit to: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

Exhibit "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 7-13-21

Organization Information

Name of Organization: Duncanville Lions Club

Address: PO Box 383025

City, State, Zip: Duncanville, TX 75138

Contact Name: Steve Martin Contact Phone Number: 972-977-0060

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

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 23-7227463

Entity'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 120+ College Coaches, Families plus Teams to Fill our Hotels during the Christmas Holidays.

Event Information

Name of Event or Project: 71st Annual Sandra Meadows Classic

Date of Event or Project: December 28-30, 2021

Primary Location of Event or Project: Sandra Meadows Arena

Amount Requested: $ 45,000

How will the funds be used? #45,000 The majority of these Funds go right back into the Hotels For rooms. 19 of the 32 Teams will be staying in our Hotels

Exhibit "A"

Primary Purpose of Funded Activity/Facility:

To bring 32 of the Top HighSchool Girls Basketball Teams to our City. What is normally a slow week For the hotels, we will bring teams players, parents, Fans and College Coaches to Duncanville They not only stay in our Hotels but they support our restaurants and Local businesses as Well.

Percentage of Hotel Tax Support of Related Costs

30-35 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

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

10 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.

_____

_____

_____

Exhibit "A"

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

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

_____

_____

_____

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

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

_____

_____

_____

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

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

_____

_____

_____

☒ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $45,000

How many individuals are expected to participate in the sporting related event? 6,000 +

How many of the participants at the sporting related event are expected to be from another city or county? 3,000 +

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

During a slow week between Christmas & New Years for our hotels and restaurants, we Fill them up with Teams, Fans, Families and College Coaches

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

The $45,000 will be paid mostly to hotels. Other costs will be From website, graphic design, and Hospitality room For the College Coaches.

☐ **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: 70
2. Expected Attendance: 6,000 +
3. How many people attending the Event or Project will use Duncanville hotels? 2,000 +

   Number of rooms rented for your event: 400 +
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? We have blocks for Rooms from 4 Hotels. Hilton Garden Inn, Best Western, La Quinta and the Hampton Inn.
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
2020	Cancelled #6,750	-
2019	#42,000	400 +
2018	#40,000	389 +
2016	#38,000	325 +

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

Exhibit "A"

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Direct payments to Hotels From the Lions Club.

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

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?

Yes. Net profits are usally between $6,000-8,000. We are not about profits but trying to maintain the history of a 70 year old classic

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:	$ 900 +

Number of Press Releases/Media Alerts sent to the Media: Several
Number of Direct Mailings to out-of-town recipients: 20+

Other Promotions: Social media plus the Website

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 - we always Have

11. Will you negotiate a special rate or hotel/event package to attract overnight stays? Yes, we do. each year

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

Exhibit "A"

Continue with the normal but Boosting Social Media

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: Agustin Garcia, Director of Economic Development

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

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

For questions, please call 972.780.4997.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Conduct a Public Hearing (2021-25) to consider adoption of an ordinance to grant a Specific Use Permit "SUP" to allow for Drive-Thru on the SFW-Fair North Addition, Block A, Lot 1, Approximately 1.87 acres, more commonly known as 511 E Camp Wisdom Road, City of Duncanville, Dallas County, Texas; and more particularly described in Exhibit A, providing for special conditions, and providing an effective date.

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:
Skye Thibodeaux, AICP - City Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The Future Land Use Plan Map shows the subject property being located within Opportunity Area 6.The Plan recognizes this section of the Camp Wisdom corridor as "a significant northern gateway into downtown" and envisions the Area as serving two primary purposes:

- An upscale retail/commercial and entertainment area serving as a key transition into Downtown along Camp Wisdom.
- High quality interstate/highway commercial development along I-20.

The Comprehensive Plan notes that there are "several underutilized parcels" in the Area. This request involves the use of Drive-Thru in accessory to a proposed restaurant with limited seating (snow cone shop) on an underutilized portion of the subject property.

Project Scope
The applicant is seeking approval to allow for the accessory use of Drive-Thru at the subject property to be utilized with a limited seating restaurant (snow cone shop), as shown on the associated site plan exhibit.

The drive-thru associated with the restaurant structure has certain stacking standards the must be achieved as outlined in Section 4.04.F (Off-Street Stacking Requirements) of the Zoning Ordinance, which contains the following relative standard:

1. Drive-Thru in conjunction with a Restaurant – 4 spaces for the first stopping point, plus 1 space per additional stopping point, and 1 space after the final stopping point

The drive-thru shown on the site plan exhibit, and as it currently exists on-site, is in conformance with the above standard.

Parking
The Zoning Ordinance requires one (1) off-street parking space for every 400 square feet of floor area for limited seating restaurants. The subject property is well overparked in relationship to the associated parking standards.

Building Design and Improvements
A prefabricated structure to be utilized as the snow cone shop is proposed to be placed on the empty pad currently surrounded by the existing, abandoned, drive-thru.

Landscaping and Screening
There are no landscaping improvements associated with this request. The additional use and associated structure do not trigger the requirement to bring the existing landscape areas up to standard.

Signage
The site must comply with Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Surrounding Land Use
To the north of the subject property, across I-20, are existing single-family residences zoned SF-7 Single-Family Residential District. To the east of the property is an existing convenience store with fuel pumps zoned Local Office/Retail "LOR". To the west are existing restaurant uses, one with an existing drive-thru, zoned LOR. To the south, across E Camp Wisdom Rd, are existing commercial uses zoned LOR.

Zoning and Land Use
Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, the Planning and Zoning Commission and the City Council shall consider that the proposed use is:

- consistent and compatible with the adjacent land use and zoning.
- consistent with the architecture and characteristics of the adjacent properties.
- may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
- consistent with the goals and objectives of the City of Duncanville.
- an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
- will not be detrimental to the general health, safety, and welfare of the community.

- would stabilize and improve property values within the City of Duncanville.
- would protect and enhance the city's attractiveness to residents, businesses, tourists, and visitors.
- would strengthen and help diversify the economy of the City of Duncanville.

POLICY EXPLANATION:

Notification

Eleven (11) notices were sent out for this public hearing. As of this writing, no responses have been received for or against the request.

Planning & Zoning Recommendation

At the October 25, 2021 Planning & Zoning Commission Meeting, the Commission recommended approval of the Specific Use Permit request by unanimous vote with no additional conditions.

FUNDING SOURCE: ORG AND OBJECT NUMBER

N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:

N/A

ATTACHMENTS:

Attachment 1 - Legal Advertisement for Public Hearing
Attachment 2 - Site Maps
Attachment 3 - Unapproved Minutes from Planning and Zoning
Attachment 4 - Plan Exhibits
Attachment 5 - Letter to Property Owners within 200' Buffer
Attachment 6 - List of Property Owners within 200' Buffer
Attachment 7 - Ordinance No. - 2416 - SUP Request for Drive-Thru

ATTACHMENT 1

Advertise 1 time - By October 8th

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2021-25

A public hearing will be held before the Planning & Zoning Commission on Monday, October 25, 2021 at 7:00 p.m., and before City Council on Tuesday, November 16, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Specific Use Permit to allow for the use of Drive-Thru, on SFW-Fair North Addition, Lot 1, Block A, more commonly known as 511 E Camp Wisdom Rd, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

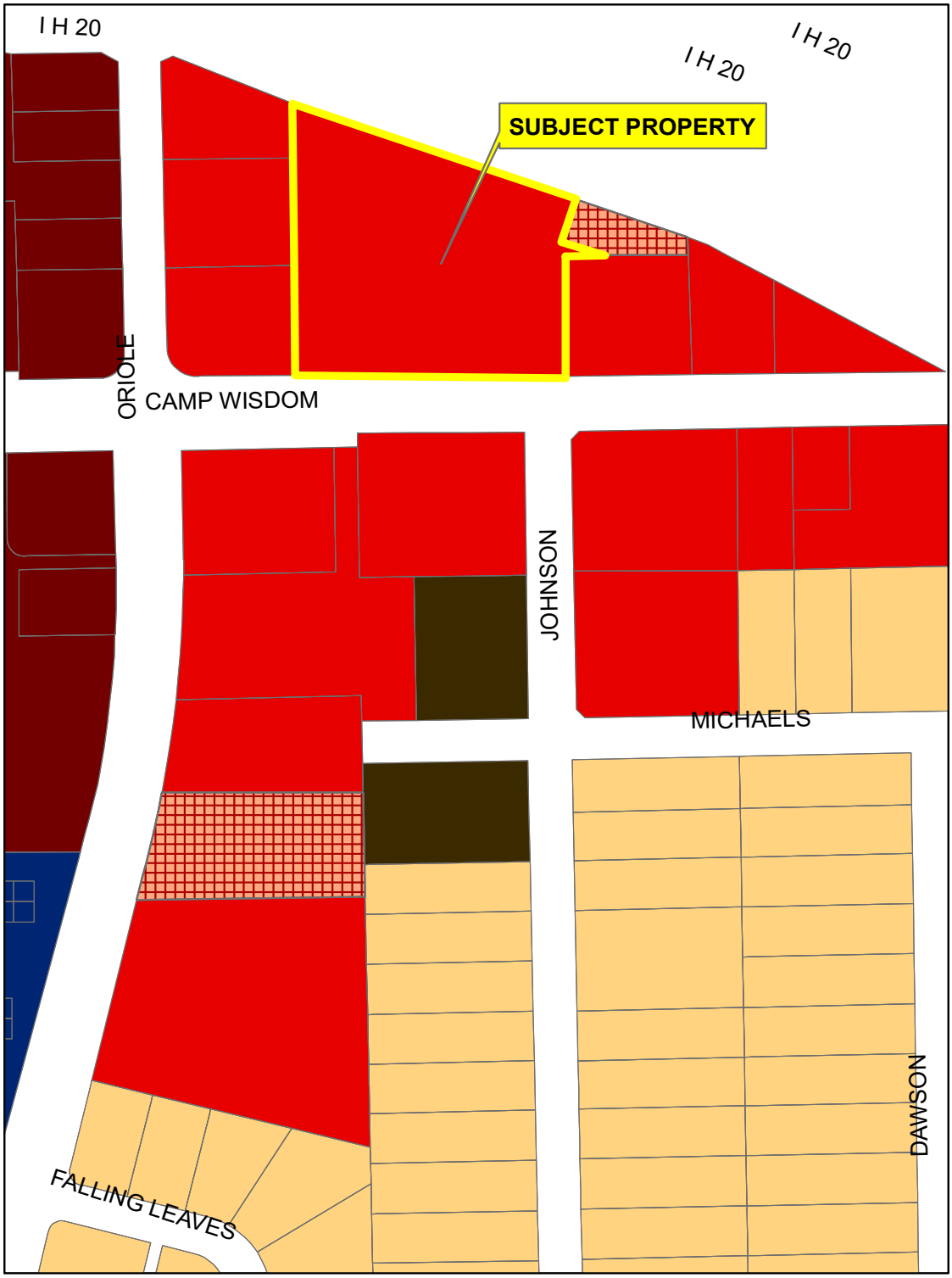
Skye Thibodeaux,
City Planner

ATTACHMENT 2

Duncanville
City of Champions

Proposed Zoning Change
Aerial Location
511 E. Camp Wisdom Rd.

N
W E
S



Duncanville
City of Champions

ZONING CASE 2021-25
SUP REQUEST FOR
DRIVE THRU

ATTACHMENT 3

PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, OCTOBER 25, 2021 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, October 25, 2021, at 7:00 p.m. with the following present:

Planning and Zoning Commission Members:

Betty Culbreath	Chairman	
Elias Rodriguez	Vice-Chairman	
Eric Pena	Commissioner	Excused Absence
Jana McBroom	Commissioner	
Tom Shine	Commissioner	
Javar Avery	Commissioner	
Edward Stith	Commissioner	

Staff present:
Skye Thibodeaux, AICP, City Planner
Lynette Romero, Planning Technician

The meeting was called to order at 7:00 p.m. by Chairman Culbreath.

Item No. 1 – Receive Public Comments

No public comments were made. Chairman Culbreath announced Item 3 and Item 4 would be switched in order on the agenda so zoning case 2021-26 would be presented and acted on first during the public hearing portion of the meeting.

Item No. 2 – Approval of meeting minutes for the regular meeting on October 11, 2021.

Commissioner Rodriguez made a motion as seconded by Commissioner McBroom to approve the minutes. The vote was unanimous 6-0 in favor with Commissioner Pena absent.

Item No. 3 – Conduct a public hearing (2021-26) for consideration and action regarding the request of Paul Pihlstrom, Applicant, representing Angelo Thompson, Owner, to include a Specific Use Permit "SUP" to allow the use of Commercial, General on Torres Taxidermy, Block 1, Lot 1, more commonly known as 608 East Highway 67, in the City of Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

Jennifer Pihlstrom, business owner, representing the applicant, Paul Pihlstrom, and owner, Angelo Thompson, spoke in favor of the request.

Unapproved

The Commission had questions pertaining to the history of the property regarding when the certificate of occupancy was applied for along with what improvements have been made since the time the applicant moved their business to the subject property.

The Commission then had additional questions regarding the activity associated with the applicant's business. Mrs. Pihlstrom provided the Commission a detailed description of the activities associated with the business.

Chairman Culbreath opened the floor for comments.

Gary Burt, business owner at 602 E Highway 67, Duncanville, Texas, spoke in opposition to the request and provided a written petition to the Commission containing several signatures from business owners along the Highway 67 frontage road.

Mrs. Pihlstrom provided a response to the Commission in regard to Mr. Burt's items of opposition.

Commissioner Shine made a motion to close the public hearing with motion seconded by Commissioner Rodriguez.

Commissioner Shine made a motion, seconded by Commissioner McBroom, to recommend to the City Council that the request be approved subject to the following condition that the Specific Use Permit shall be granted for a five (5) year time limit. After five (5) years, the applicant shall be required to reapply for the SUP for consideration and approval by both the Planning & Zoning Commission and by City Council. The vote was 4-2 in favor, with Commissioner Avery and Commissioner Rodriguez in opposition and Commissioner Pena absent.

Item No. 4 – Conduct a public hearing (2021-25) for consideration and action regarding the request of Keara Taylor, Applicant, representing Saul Waranch, Owner, to include a Specific Use Permit "SUP" to allow for Drive Thru on 511 E Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

The applicant, Keara Taylor, and the owner, Saul Waranch, spoke in favor of the request.

With a motion by Commissioner Shine and a second by Commissioner Rodriguez, the public hearing was closed.

A motion was made by Commissioner Rodriguez and a second by Commissioner Avery to approve the SUP as presented with no additional conditions. The vote was unanimous 6-0 with Commissioner Pena absent.

Unapproved

Item No. 5 – Conduct a public hearing (2021-27) for consideration and action regarding the request of Jeffrey R. Chrisman, Applicant and Owner, to include a Specific Use Permit "SUP" to allow for the use of Print Shop on Chapman, Lot 5, more commonly known as 1310 S Main Street, in the city of Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

The Applicant and Owner, Jeffrey R. Chrisman, spoke in favor of the request.

With a motion by Commissioner Avery and a second by Commissioner Shine, the public hearing was closed.

A motion was made by Commissioner Avery and a second by Commissioner Rodriguez to approve the SUP presented with no additional conditions. The vote was unanimous 6-0 with Commissioner Pena absent.

Item No. 6 – Skye Thibodeaux announced that the Annual Progress Report, as required by the Comprehensive Plan, will be presented at the November 16, 2021 City Council Meeting. After making sure each Commissioner had access to the City's Comprehensive Plan, Mr. Thibodeaux asked that the Commissioners review the Plan and provide feedback to staff at the November 8, 2021 Planning & Zoning Commission Meeting. The feedback received will be presented to City Council at the above mentioned City Council Meeting.

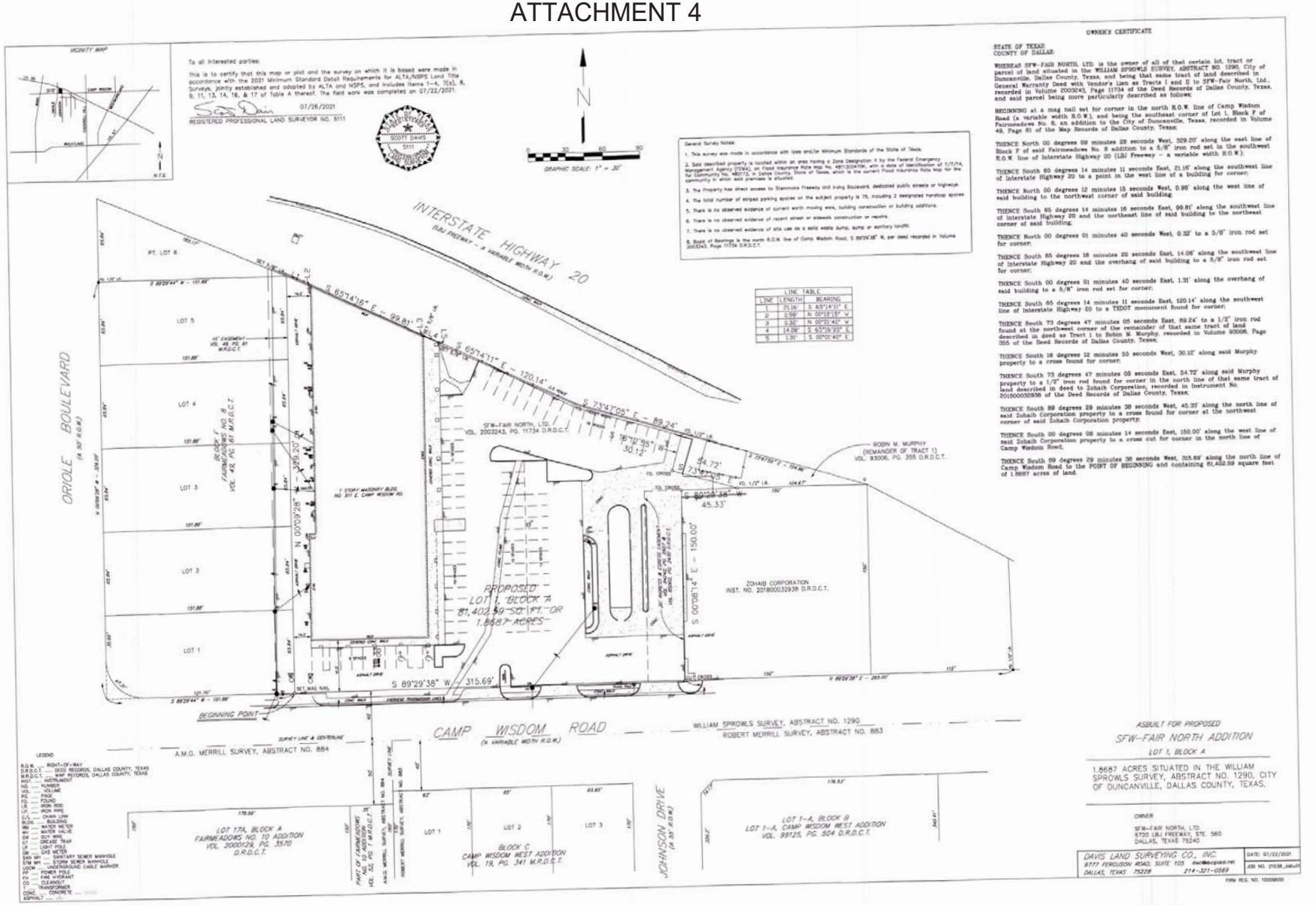
Item No. 7 - The meeting adjourned at 8:02 p.m.

_____ _____

Skye Thibodeaux, Secretary Betty Culbreath, Chairman

Unapproved

ATTACHMENT 4



FRONT

SCALE : 1/2" = 1'-0"

REAR

SCALE : 1/2" = 1'-0"

308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

DRIVE-THRU
OPPOSITE SIDE SIMILAR

SCALE : 1/2" = 1'-0"

SECTION

SCALE : 1/2" = 1'-0"

PROPOSED NEW
RELOCATABLE BUILDING (RB)
SNOWCONE SHOP
WITH DRIVE - THRU
511 E. CAMP WISDOM RD.
DUNCANVILLE, TX

REGISTERED ARCHITECT
BILLY R. CAMPBELL
7908
STATE OF TEXAS

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Campbell & Associates
Architects & Construction Managers
1118 Jungle Drive Duncanville, Texas 75116
469 - 401 - 9068
CAMPBELL3893@SBCGLOBAL.NET

REVISIONS

DATE	SHEET
11 SEPT 2021	A-3
FOLDER: E. CAMP WISDOM	

FLOOR PLAN

SCALE : 1/2" = 1'-0"

EQUIPMENT SCHEDULE

MEET NSF / ANSI

01	BUILDING		
02	SNO-BLOCK 20 BLOCK	72' x 28'	1-20 AMP OUTLET / 5.1 AMPS 115V
03	SNO-BLOCK CONDENSOR	21' x 28'	1-20 AMP OUTLET / 9.2 AMPS 230V
04	SHAVED ICE MACHINE	34" x 16"	3/4 HP, 110V, 10.6 AMPS FULL LOAD
05	CHEST FREEZER	60" x 30"	1/3 HP
06	2 DOOR PREP TABLE	48" x 48"	120V 1/4 HP
07	COUNTERTOP	66" x 24"	
08	3-COMPARTMENT SINK	63" x 30"	MINIMUM 100 DEGREE F HOT WATER
09	HAND SINK + SOAP DISPENSER		MINIMUM 100 DEGREE F HOT WATER
10	PASS THRU WINDOW + COUNTER SHELF		
11	PASS THRU WINDOW + COUNTER SHELF		
12	CASH REGISTER	14" x 16"	120V
13	MOP SINK		
14	WATER HEATER ABOVE		220V MINIMUM 5 GALLON
15	132" x 16" SHELVING		
16	63" x 16" SHELVING		
17	MICROWAVE		120V
18	THRU WALL AIR CONDITIONER		120V, 12000 BTU
19	FIRE EXTINGUISHER		
20	AWNING		

DOOR / WINDOW SCHEDULE

EXTERIOR DOOR MEET U-FACTOR =/<0.4

WINDOWS MEET LOW-E, ARGON FILLED, ENERGY STAR RATED

A	EXTERIOR DOOR	3' x 6'-8"	MAXIMUM 1/2" HIGH DOOR THRESHOLD
B	INTERIOR DOOR	3' x 6'-8"	
C	PASS THRU WINDOW	4' x 4'	SINGLE SLIDER
D	PASS THRU WINDOW	4' x 6'x8"	DOUBLE SLIDER

PROPOSED NEW
RELOCATABLE BUILDING (RB)
SNOWCONE SHOP
WITH DRIVE - THRU
511 E. CAMP WISDOM RD.
DUNCANVILLE, TX

REGISTERED ARCHITECT
WILLIAM R. CAMPBELL
7906
STATE OF TEXAS

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Campbell & Associates
Architects & Construction Managers
11118 Jungle Drive Duncanville, Texas 75116
469 - 401 - 9058
CAMPBELL3893@SBCGLOBAL.NET

REVISIONS

DATE
11 SEPT 2021

SHEET
A-2

FOLDER
E. CAMP WISDOM

ATTACHMENT 5

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

October 11, 2021

Zoning File: 2021-25

Dear Property Owner:

Keara Taylor, Applicant, representing Saul Waranch, Owner, is requesting approval of a Specific Use Permit to allow for the use of Drive-Thru on the SFW-Fair North Addition, Block A, Lot 1, more commonly known as 511 E Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

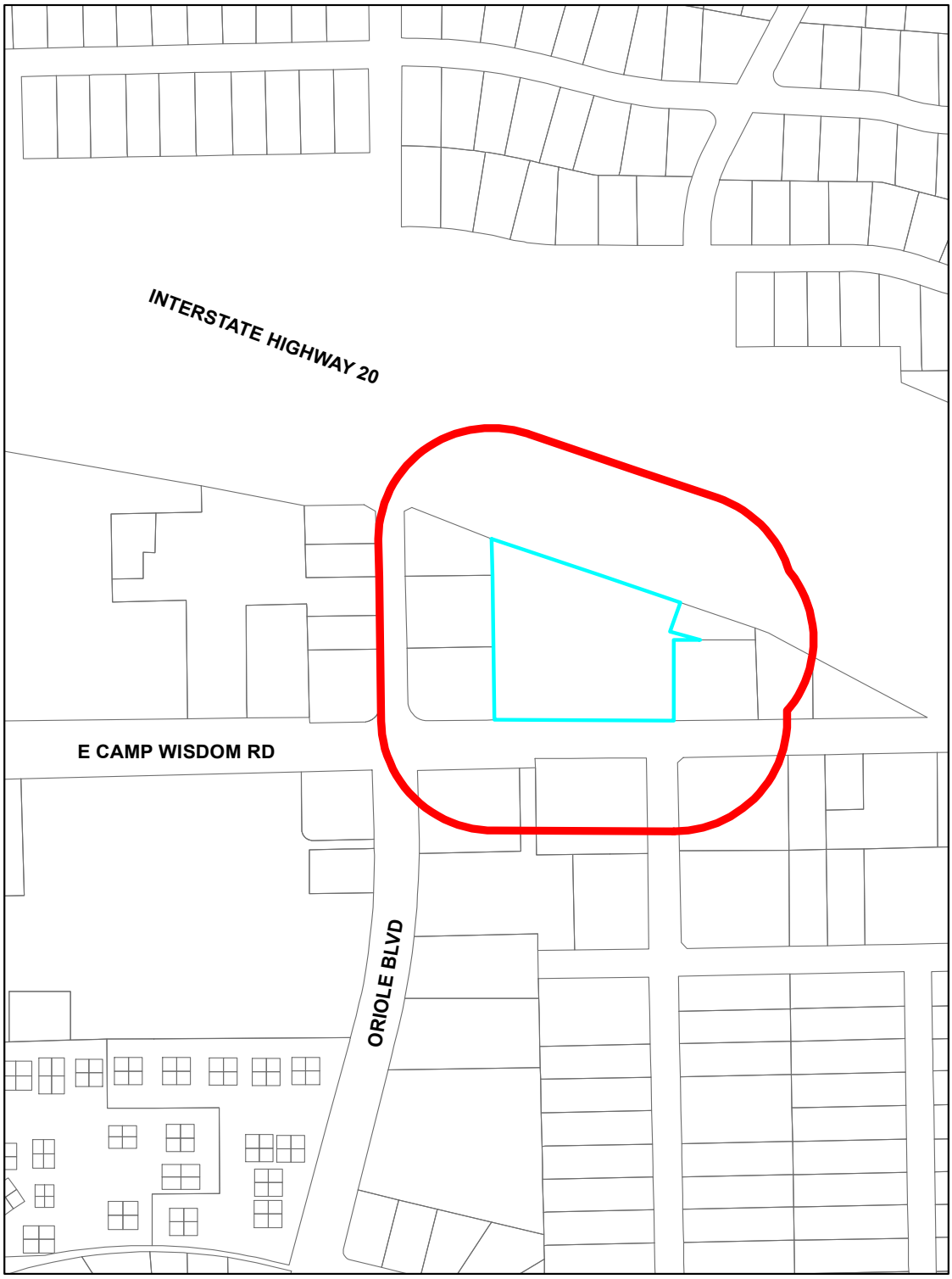
The Planning and Zoning Commission will hold a public hearing on Monday, October 25, 2021, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, November 16, 2021, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by November 16, 2021, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosures


INTERSTATE HIGHWAY 20
E CAMP WISDOM RD
ORIOLE BLVD

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-25 Keara Taylor, Applicant, representing Saul Waranch, Owner, is requesting approval of a Specific Use Permit (SUP) to allow for the use of Drive-Thru on the SFW-Fair North Addition, Block A, Lot 1, more commonly known as 511 E Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for the use of Drive-Thru.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, October 25, 2021, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, November 16, 2021, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by November 16, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

ATTACHMENT 6

MURPHY ROBIN MARIE
4017 WASHINGTON RD
MC MURRAY, PA 15317

SHREE TAL BARAHI LLC
3801 OAK MANOR CT
BEDFORD, TX 76021

THIEN LAM INC
702 ORIOLE BLVD
DUNCANVILLE, TX 75116

VOGEL KIRK
818 ORIOLE BLVD
DUNCANVILLE, TX 75116

ODOMS BARBECUE INC
1971 SINGLETON BLVD
DALLAS, TX 75212

NEWSOM CHARLIE W
1646 WALNUT ST
GRAND PRAIRIE, TX 75050

DUNCANVILLE MARCO PPTIES
402 E CHAMBERS
CLEBURNE, TX 76031

ZOHAIB CORPORATION
607 E CAMP WISDOM RD
DUNCANVILLE, TX 75116

BANK OF AMERICA
101 N TYRON ST
CHARLOTTE, NC 28246

BRANDENBURG KENNETH L
PO BOX 380003
DUNCANVILLE, TX 75138

SFW FAIR NORTH LTD
5720 LBJ FREEWAY STE 560
DALLAS, TX 75240

ORDINANCE NO. 2416

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING LOCAL OFFICE/RETAIL DISTRICT "LOR" TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR DRIVE-THRU ON THE SFW-FAIR NORTH ADDITION, BLOCK A, LOT 1, APPROXIMATELY 1.87 ACRES, MORE COMMONLY KNOWN AS 511 EAST CAMP WISDOM ROAD, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, by amending the existing Local Office/Retail "LOR" District zoning to grant a Specific Use Permit "SUP" to allow for Drive-Thru on the SFW-Fair North Addition, Block A, Lot 1, approximately 1.87 acres, more commonly known as 511 E Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and subject to the following additional special conditions:

1. The drive-thru shall be designed to conform with the associated standards contained in Section 4.04.F.(Off-Street Stacking Requirements) of the Zoning Ordinance along with maintaining a safe, ADA-compliant maneuvering scenario; and a detail site plan shall be summited an approved by the Planning Department prior to issuance of a building permit and/or certificate of occupancy for such use.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of November 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being all of an approximately 1.87-acre lot, tract, or parcel of land recorded as Block A, Lot 1, SFW-Fair North Addition, City of Duncanville, Dallas County, Texas, more commonly known as 511 East Camp Wisdom Road.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Conduct a Public Hearing (2021-26) and consider an ordinance to grant a Specific Use Permit "SUP", approximately 0.99 acre, more commonly known as 608 E. Highway 67, City of Duncanville, Dallas County, Texas as described in Exhibit A; providing for special conditions and providing for an effective date.

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:
Skye Thibodeaux, AICP - City Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The Future Land Use Plan Map shows the subject property being located within Opportunity Area 2.The Plan recognizes the Area as "a key gateway into the City" and envisions the Area as having two primary land use components:

- High quality interstate/highway commercial development along US 67.
- Medium or high-density residential development, likely standalone but possibly part of a mixed use development.

This request involves the reuse of an existing structure and site improvements on a property that fronts US Highway 67.

Project Scope
The applicant is seeking approval to allow for the use of Commercial, General at the subject property. This request is in response to an error discovered by current Planning staff in regard to how the use was originally classified on the subject property's Certificate of Occupancy (CO) when reviewed by the Planning Division in August of 2020.

The use was classified as "Office sales and showroom/storage" which was not a listed use of any kind in the City's previous Zoning Ordinance nor is it a listed use in the currently adopted Zoning Ordinance. To note, at the time the CO was reviewed by staff, the subject property was zoned General Retail "GR". The subject property is currently zoned General Office/Retail "GOR".

Following the review portion of the CO, several site improvements were made that took some time to complete and pass inspection which included, new flatwork, fencing, and updates/repairs to the existing structure.

Parking
The Zoning Ordinance requires one (1) off-street parking space for every 350 square feet of floor area for general commercial establishments. The subject property is in conformance with this standard.

Building Design and Improvements
There are no proposed improvements associated with this request.

Landscaping and Screening
There are no landscaping improvements associated with this request.

Signage
The site must comply with Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Surrounding Land Use
To the north and south of the subject property are commercial uses zoned General Office/Retail "GOR" District. To the east is undeveloped property zoned GOR. To the west, across US Highway 67, are commercial uses zoned Commercial "C" District.

Zoning and Land Use
Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, the Planning and Zoning Commission and the City Council shall consider that the proposed use is:

- consistent and compatible with the adjacent land use and zoning.
- consistent with the architecture and characteristics of the adjacent properties.
- may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
- consistent with the goals and objectives of the City of Duncanville.
- an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
- will not be detrimental to the general health, safety, and welfare of the community.
- would stabilize and improve property values within the City of Duncanville.
- would protect and enhance the city's attractiveness to residents, businesses, tourists, and visitors.

POLICY EXPLANATION:

Notification

Seven (7) notices were sent out for this public hearing. As of this writing, staff has received one (1) response in opposition accompanied by a signed petition with a written statement opposing the request that is attached to this report.

Planning & Zoning Commission Recommendation

At the October 25, 2021 Planning & Zoning Commission Meeting, the Commission recommended approval of the request by a vote of 4-2 with the following condition:

- The SUP shall be renewed after a period of five (5) years from the adopted date of the associated SUP Ordinance (No. 2417).

FUNDING SOURCE: ORG AND OBJECT NUMBER

N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:

N/A

ATTACHMENTS:

Attachment 1 - Legal Advertisement for Public Hearing
Attachment 2 - Site Maps
Attachment 3 - Unapproved Minutes from Planning and Zoning
Attachment 4 - Site Exhibit
Attachment 5 - Letter to Property Owners within 200' Buffer
Attachment 6 - List of Property Owners within 200' Buffer
Attachment 7 - Ordinance No. - 2417 - SUP Request for Commercial, General

ATTACHMENT 1

Advertise 1 time - By October 8th

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2021-26

A public hearing will be held before the Planning & Zoning Commission on Monday, October 25, 2021 at 7:00 p.m., and before City Council on Tuesday, November 16, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Specific Use Permit to allow for the use of Commercial, General, on Torres Taxidermy, Block 1, Lot 1, more commonly known as 608 E. Hwy 67, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

Skye Thibodeaux,
City Planner

ATTACHMENT 2

Duncanville
City of Champions

Proposed Zoning Change
Aerial Location
608 E. Highway 67

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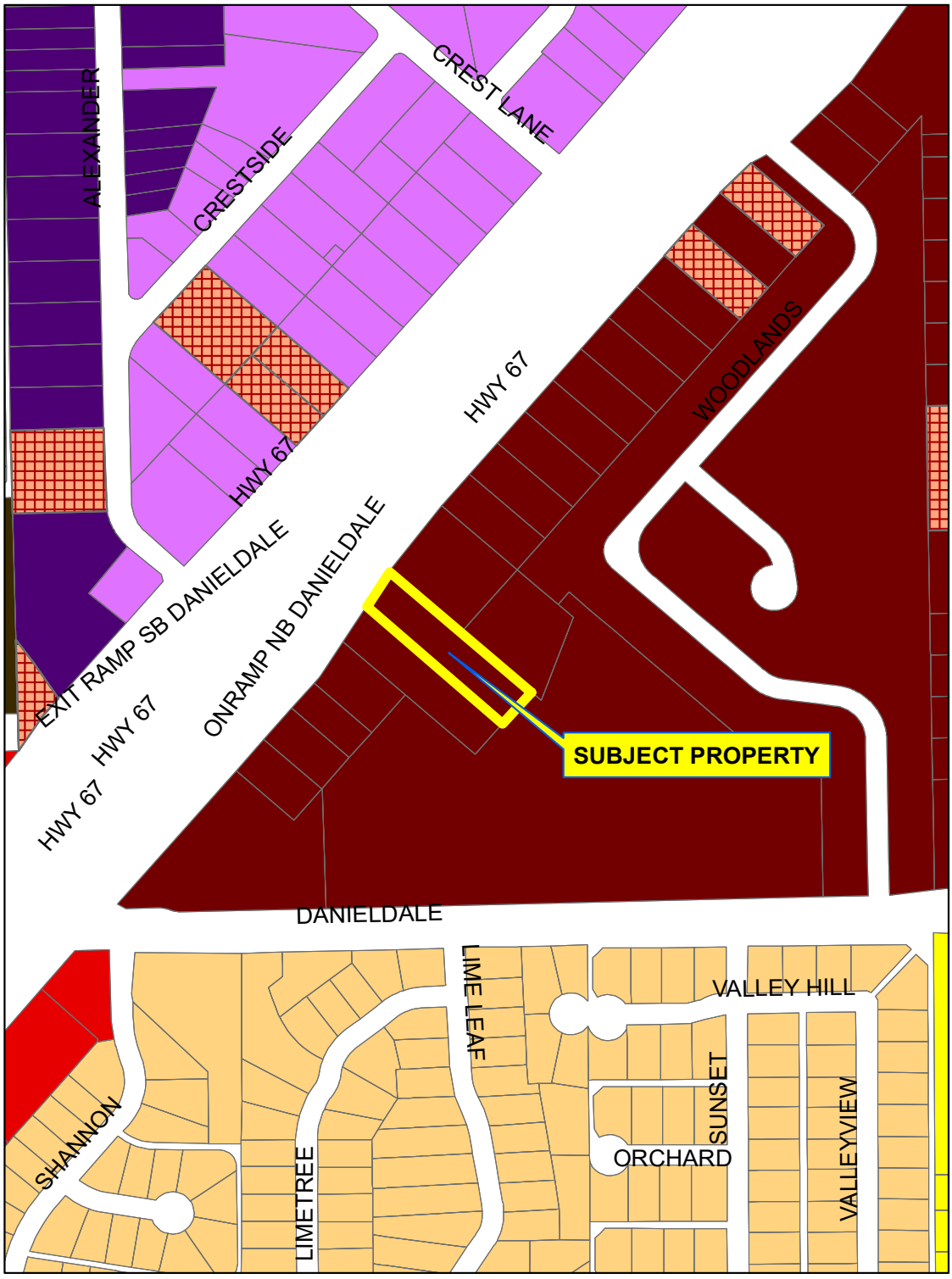

Duncanville
City of Champions

ZONING CASE 2021-26
SUP REQUEST FOR
COMMERCIAL, GENERAL

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ATTACHMENT 3

PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, OCTOBER 25, 2021 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, October 25, 2021, at 7:00 p.m. with the following present:

Planning and Zoning Commission Members:

Betty Culbreath	Chairman	
Elias Rodriguez	Vice-Chairman	
Eric Pena	Commissioner	Excused Absence
Jana McBroom	Commissioner	
Tom Shine	Commissioner	
Javar Avery	Commissioner	
Edward Stith	Commissioner	

Staff present:
Skye Thibodeaux, AICP, City Planner
Lynette Romero, Planning Technician

The meeting was called to order at 7:00 p.m. by Chairman Culbreath.

Item No. 1 – Receive Public Comments

No public comments were made. Chairman Culbreath announced Item 3 and Item 4 would be switched in order on the agenda so zoning case 2021-26 would be presented and acted on first during the public hearing portion of the meeting.

Item No. 2 – Approval of meeting minutes for the regular meeting on October 11, 2021.

Commissioner Rodriguez made a motion as seconded by Commissioner McBroom to approve the minutes. The vote was unanimous 6-0 in favor with Commissioner Pena absent.

Item No. 3 – Conduct a public hearing (2021-26) for consideration and action regarding the request of Paul Pihlstrom, Applicant, representing Angelo Thompson, Owner, to include a Specific Use Permit "SUP" to allow the use of Commercial, General on Torres Taxidermy, Block 1, Lot 1, more commonly known as 608 East Highway 67, in the City of Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

Jennifer Pihlstrom, business owner, representing the applicant, Paul Pihlstrom, and owner, Angelo Thompson, spoke in favor of the request.

Unapproved

The Commission had questions pertaining to the history of the property regarding when the certificate of occupancy was applied for along with what improvements have been made since the time the applicant moved their business to the subject property.

The Commission then had additional questions regarding the activity associated with the applicant's business. Mrs. Pihlstrom provided the Commission a detailed description of the activities associated with the business.

Chairman Culbreath opened the floor for comments.

Gary Burt, business owner at 602 E Highway 67, Duncanville, Texas, spoke in opposition to the request and provided a written petition to the Commission containing several signatures from business owners along the Highway 67 frontage road.

Mrs. Pihlstrom provided a response to the Commission in regard to Mr. Burt's items of opposition.

Commissioner Shine made a motion to close the public hearing with motion seconded by Commissioner Rodriguez.

Commissioner Shine made a motion, seconded by Commissioner McBroom, to recommend to the City Council that the request be approved subject to the following condition that the Specific Use Permit shall be granted for a five (5) year time limit. After five (5) years, the applicant shall be required to reapply for the SUP for consideration and approval by both the Planning & Zoning Commission and by City Council. The vote was 4-2 in favor, with Commissioner Avery and Commissioner Rodriguez in opposition and Commissioner Pena absent.

Item No. 4 – Conduct a public hearing (2021-25) for consideration and action regarding the request of Keara Taylor, Applicant, representing Saul Waranch, Owner, to include a Specific Use Permit "SUP" to allow for Drive Thru on 511 E Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

The applicant, Keara Taylor, and the owner, Saul Waranch, spoke in favor of the request.

With a motion by Commissioner Shine and a second by Commissioner Rodriguez, the public hearing was closed.

A motion was made by Commissioner Rodriguez and a second by Commissioner Avery to approve the SUP as presented with no additional conditions. The vote was unanimous 6-0 with Commissioner Pena absent.

Unapproved

Item No. 5 – Conduct a public hearing (2021-27) for consideration and action regarding the request of Jeffrey R. Chrisman, Applicant and Owner, to include a Specific Use Permit "SUP" to allow for the use of Print Shop on Chapman, Lot 5, more commonly known as 1310 S Main Street, in the city of Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

The Applicant and Owner, Jeffrey R. Chrisman, spoke in favor of the request.

With a motion by Commissioner Avery and a second by Commissioner Shine, the public hearing was closed.

A motion was made by Commissioner Avery and a second by Commissioner Rodriguez to approve the SUP presented with no additional conditions. The vote was unanimous 6-0 with Commissioner Pena absent.

Item No. 6 – Skye Thibodeaux announced that the Annual Progress Report, as required by the Comprehensive Plan, will be presented at the November 16, 2021 City Council Meeting. After making sure each Commissioner had access to the City's Comprehensive Plan, Mr. Thibodeaux asked that the Commissioners review the Plan and provide feedback to staff at the November 8, 2021 Planning & Zoning Commission Meeting. The feedback received will be presented to City Council at the above mentioned City Council Meeting.

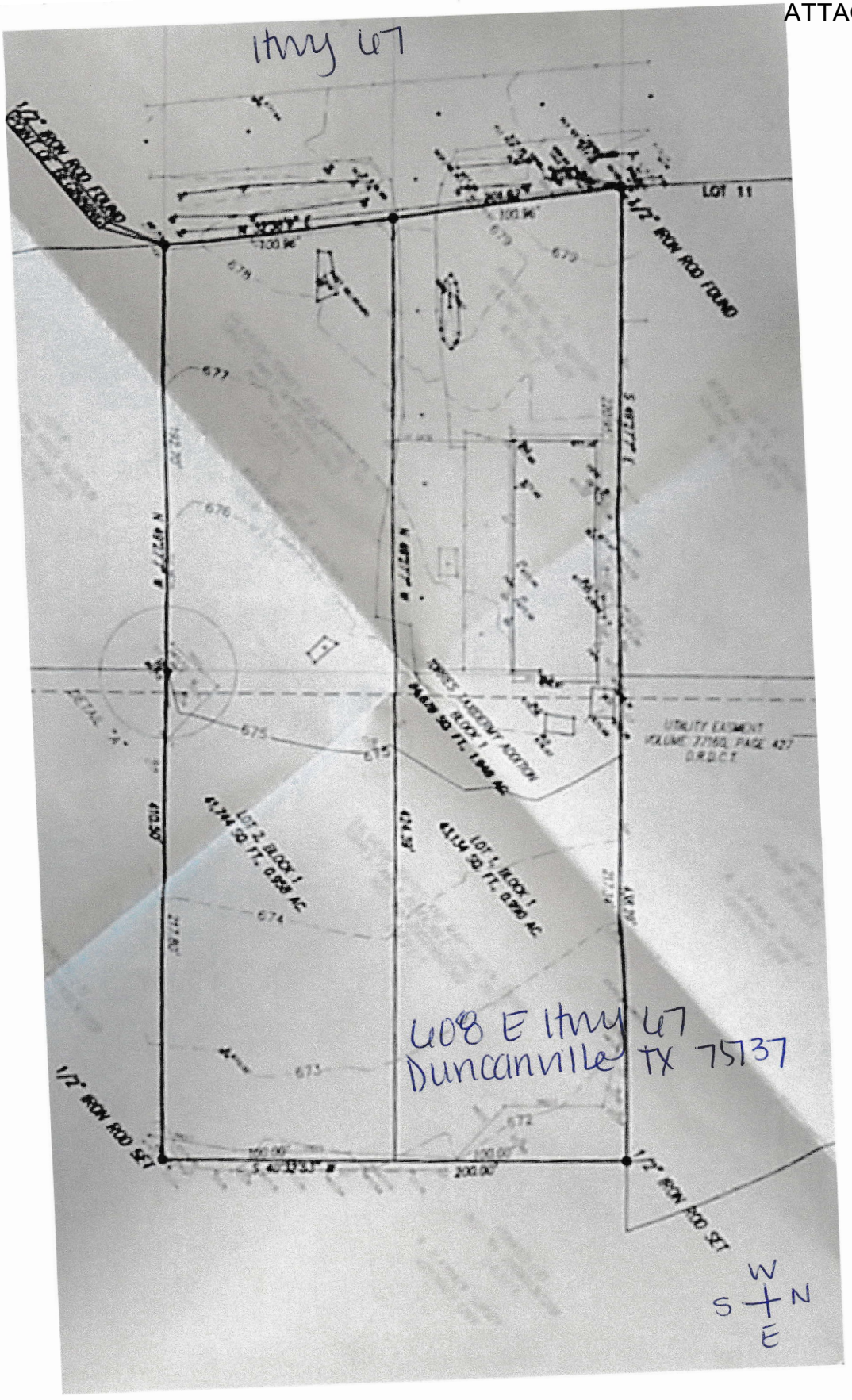
Item No. 7 - The meeting adjourned at 8:02 p.m.

_____ _____

Skye Thibodeaux, Secretary Betty Culbreath, Chairman

Unapproved

ATTACHMENT 4



ATTACHMENT 5

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) aseaton@duncanville.com

October 11, 2021

Zoning File: 2021-26

Dear Property Owner:

Paul Pihlstrom, Applicant, representing Angelo Thompson, Owner, is requesting approval of a Specific Use Permit to allow for the use of Commercial, General on Torres Taxidermy, Block 1, Lot 1, more commonly known as 608 East Highway 67, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

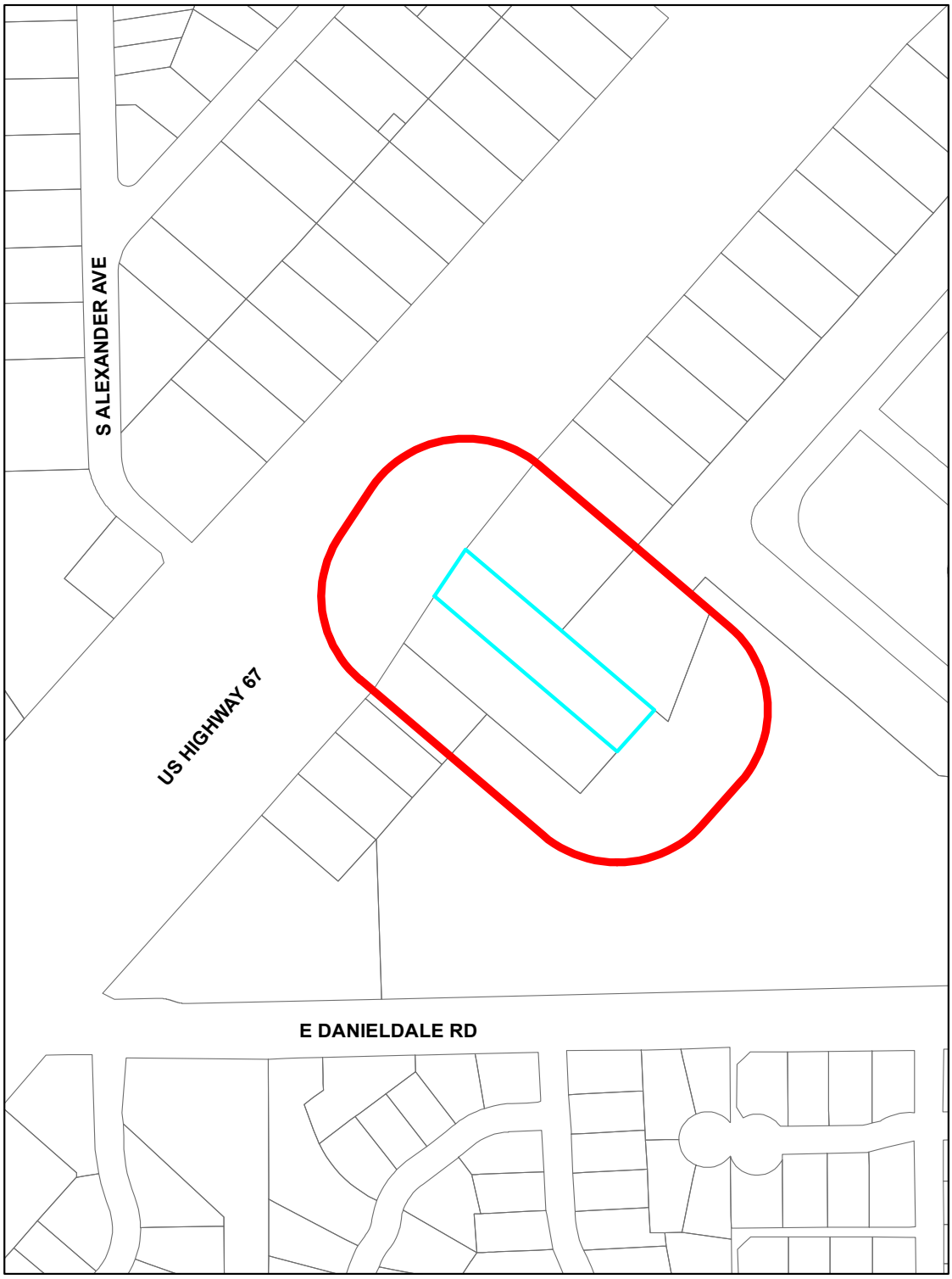
The Planning and Zoning Commission will hold a public hearing on Monday, October 25, 2021, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, November 16, 2021, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by November 16, 2021, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosures


S ALEXANDER AVE
US HIGHWAY 67
E DANIELDALE RD

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-26 Paul Pihlstrom, Applicant, representing Angelo Thompson, Owner, is requesting approval of a Specific Use Permit (SUP) to allow for the use of Commercial, General on Torres Taxidermy, Block 1, Lot 1, more commonly known as 608 East Highway 67, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for the use of Commercial, General.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, October 25, 2021, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, November 16, 2021, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by November 16, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

ATTACHMENT 6

RONKIDS LTD
7310 S WESTMORELAND RD STE #1
DALLAS, TEXAS 75237

TEXAS WISE PPTY HOLDINGS LLC
518 HOLLY LN
DUNCANVILLE, TEXAS 75116

TORRES MARY HELEN REV LT
2609 N FM 157
VENUS, TEXAS 76084

KNOTT LARRY D
610 E HIGHWAY 67
DUNCANVILLE, TEXAS 75137

KNOTT LARRY D
610 E HIGHWAY 67
DUNCANVILLE, TEXAS 75137

BURT GARY
602 E HIGHWAY 67
DUNCANVILLE, TEXAS 75137

THOMPSON ANGELO
1503 S GREENSTONE LN
DUNCANVILLE, TEXAS 75137

ORDINANCE NO. 2417

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING GENERAL OFFICE/RETAIL DISTRICT "GOR" TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR COMMERCIAL, GENERAL ON TORRES TAXIDERMY, BLOCK 1, LOT 1, APPROXIMATELY 0.99 ACRE OF REAL PROPERTY LOCATED AT 608 E HIGHWAY 67, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, by amending the existing General Office/Retail "GOR" District zoning to include a Specific Use Permit "SUP" to allow for Commercial, General on Torres Taxidermy, Block 1, Lot 1, approximately 0.99 acre, more commonly known as 608 East Hwy 67, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and subject to the following additional special conditions:

1. The SUP shall expire five (5) years from the effective date unless specifically extended by ordinance adopted by City Council in conformance with Comprehensive Zoning Ordinance and state law.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of November 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being all of an approximately 0.99-acre lot, tract, or parcel of land recorded as Block 1, Lot 1, Torres Taxidermy, City of Duncanville, Dallas County, Texas, more commonly known as 608 East Hwy 67.

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Conduct a Public Hearing (2021-27) to consider adoption of an ordinance to grant a Specific Use Permit "SUP" to allow for Print Shop on approximately 0.14 acre of real property located at 1310 S. Main St. City of Duncanville, Dallas County, Texas; and more particularly described in Exhibit A, providing for special conditions, and providing an effective date.

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:
Skye Thibodeaux, AICP - City Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The Future Land Use Plan Map shows the subject property being located within the Main Street District.The Plan envisions the District as being "a mixed use activity hub, but more auto-oriented and serving two primary purposes:

- High quality commercial, particularly restaurants, to capitalize on the fieldhouse.
- Develop a hub of community activity like the Downtown District, but smaller in scale and more oriented towards neighborhoods than the region, specifically neighborhood and boutique retail/commercial, through the rest of the Main Street District."

This request involves the reuse of an existing structure and site improvements for the use of Print Shop. Businesses such as print shops often have clients who are residents of the community needing customized athletic apparel and other personalized items. This request appears to be in line with the Comprehensive Plan's vision.

Project Scope
As noted above, this request involves the reuse of a site that contains an existing structure that was previously used as a sign manufacturing business. Though relatively small, the existing site features can be utilized "as is" without the need for additions or alterations.

Parking

The Zoning Ordinance requires one (1) off-street parking space for every 400 square feet of floor area for general commercial establishments. With the existing structure at 1,500 square feet in floor area, four (4) spaces are required which matches the amount of parking provided on-site.

Building Design and Improvements
There are no proposed improvements associated with this request.

Landscaping and Screening
There are no landscaping improvements associated with this request.

Signage
The site must comply with Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Surrounding Land Use
To the north of the subject property is undeveloped property zoned Local Office/Retail "LOR" District. To the south are existing commercial uses zoned LOR. To the east are residential structures and uses zoned LOR. To the west, across Main Street, is an existing multifamily development zoned MF-21 Multi-Family Residential District.

Zoning and Land Use
Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, the Planning and Zoning Commission and the City Council shall consider that the proposed use is:

- consistent and compatible with the adjacent land use and zoning.
- consistent with the architecture and characteristics of the adjacent properties.
- may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
- consistent with the goals and objectives of the City of Duncanville.
- an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
- will not be detrimental to the general health, safety, and welfare of the community.
- would stabilize and improve property values within the City of Duncanville.
- would protect and enhance the city's attractiveness to residents, businesses, tourists, and visitors.

POLICY EXPLANATION:
Notification
Twenty-two (22) notices were sent out for this public hearing. As of this writing, one (1) response has been received in favor of the request.

Planning & Zoning Commission Recommendation

At the October 25, 2021 Planning & Zoning Commission Meeting, the Commission recommended approval of the Specific Use Permit request by unanimous vote with no additional conditions.

FUNDING SOURCE: ORG AND OBJECT NUMBER

N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:

N/A

ATTACHMENTS:

Attachment 1 - Legal Advertisement for Public Hearing
Attachment 2 - Site Maps
Attachment 3 - Unapproved Minutes from Planning and Zoning
Attachment 4 - Site Plan Exhibit
Attachment 5 - Letter to Property Owners within 200' Buffer
Attachment 6 - Letter to Property Owners within 200' Buffer w/ updated Council Date and Response
Attachment 7 - List of Property Owners within 200' Buffer
Ordinance No. - 2418 - SUP - Print Shop - 1310 South Main Street - Pdf
Ordinance No 2418 SUP Print Shop - 1310 S Main Street

ATTACHMENT 1

Advertise 1 time - By October 8th

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2021-27

A public hearing will be held before the Planning & Zoning Commission on Monday, October 25, 2021 at 7:00 p.m., and before City Council on Tuesday, November 16, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Specific Use Permit to allow for the use of Print Shop, on Chapman, Lot 5, more commonly known as 1310 S. Main St, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

Skye Thibodeaux,
City Planner

ATTACHMENT 2

Duncanville
City of Champions

Proposed Zoning Change
Aerial Location
1310 S. Main St.

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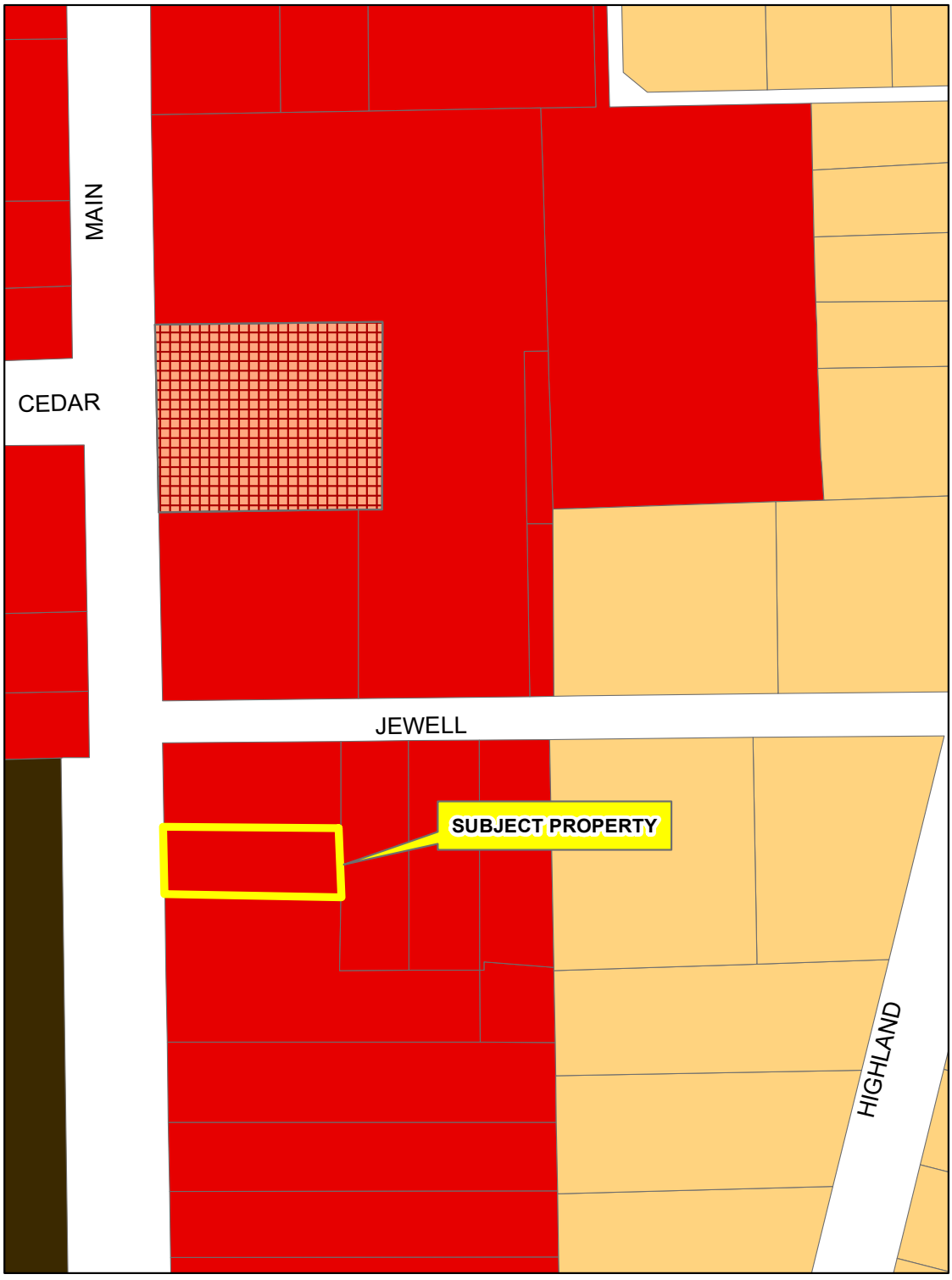


Duncanville
City of Champions

ZONING CASE 2021-27
SUP REQUEST FOR
PRINT SHOP

ATTACHMENT 3

PLANNING AND ZONING COMMISSION
REGULAR MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, OCTOBER 25, 2021 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, October 25, 2021, at 7:00 p.m. with the following present:

Planning and Zoning Commission Members:

Betty Culbreath	Chairman	
Elias Rodriguez	Vice-Chairman	
Eric Pena	Commissioner	Excused Absence
Jana McBroom	Commissioner	
Tom Shine	Commissioner	
Javar Avery	Commissioner	
Edward Stith	Commissioner	

Staff present:
Skye Thibodeaux, AICP, City Planner
Lynette Romero, Planning Technician

The meeting was called to order at 7:00 p.m. by Chairman Culbreath.

Item No. 1 – Receive Public Comments

No public comments were made. Chairman Culbreath announced Item 3 and Item 4 would be switched in order on the agenda so zoning case 2021-26 would be presented and acted on first during the public hearing portion of the meeting.

Item No. 2 – Approval of meeting minutes for the regular meeting on October 11, 2021.

Commissioner Rodriguez made a motion as seconded by Commissioner McBroom to approve the minutes. The vote was unanimous 6-0 in favor with Commissioner Pena absent.

Item No. 3 – Conduct a public hearing (2021-26) for consideration and action regarding the request of Paul Pihlstrom, Applicant, representing Angelo Thompson, Owner, to include a Specific Use Permit "SUP" to allow the use of Commercial, General on Torres Taxidermy, Block 1, Lot 1, more commonly known as 608 East Highway 67, in the City of Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

Jennifer Pihlstrom, business owner, representing the applicant, Paul Pihlstrom, and owner, Angelo Thompson, spoke in favor of the request.

Unapproved

The Commission had questions pertaining to the history of the property regarding when the certificate of occupancy was applied for along with what improvements have been made since the time the applicant moved their business to the subject property.

The Commission then had additional questions regarding the activity associated with the applicant's business. Mrs. Pihlstrom provided the Commission a detailed description of the activities associated with the business.

Chairman Culbreath opened the floor for comments.

Gary Burt, business owner at 602 E Highway 67, Duncanville, Texas, spoke in opposition to the request and provided a written petition to the Commission containing several signatures from business owners along the Highway 67 frontage road.

Mrs. Pihlstrom provided a response to the Commission in regard to Mr. Burt's items of opposition.

Commissioner Shine made a motion to close the public hearing with motion seconded by Commissioner Rodriguez.

Commissioner Shine made a motion, seconded by Commissioner McBroom, to recommend to the City Council that the request be approved subject to the following condition that the Specific Use Permit shall be granted for a five (5) year time limit. After five (5) years, the applicant shall be required to reapply for the SUP for consideration and approval by both the Planning & Zoning Commission and by City Council. The vote was 4-2 in favor, with Commissioner Avery and Commissioner Rodriguez in opposition and Commissioner Pena absent.

Item No. 4 – Conduct a public hearing (2021-25) for consideration and action regarding the request of Keara Taylor, Applicant, representing Saul Waranch, Owner, to include a Specific Use Permit "SUP" to allow for Drive Thru on 511 E Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

The applicant, Keara Taylor, and the owner, Saul Waranch, spoke in favor of the request.

With a motion by Commissioner Shine and a second by Commissioner Rodriguez, the public hearing was closed.

A motion was made by Commissioner Rodriguez and a second by Commissioner Avery to approve the SUP as presented with no additional conditions. The vote was unanimous 6-0 with Commissioner Pena absent.

Unapproved

Item No. 5 – Conduct a public hearing (2021-27) for consideration and action regarding the request of Jeffrey R. Chrisman, Applicant and Owner, to include a Specific Use Permit "SUP" to allow for the use of Print Shop on Chapman, Lot 5, more commonly known as 1310 S Main Street, in the city of Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Chairman Culbreath opened the public hearing.

The Applicant and Owner, Jeffrey R. Chrisman, spoke in favor of the request.

With a motion by Commissioner Avery and a second by Commissioner Shine, the public hearing was closed.

A motion was made by Commissioner Avery and a second by Commissioner Rodriguez to approve the SUP presented with no additional conditions. The vote was unanimous 6-0 with Commissioner Pena absent.

Item No. 6 – Skye Thibodeaux announced that the Annual Progress Report, as required by the Comprehensive Plan, will be presented at the November 16, 2021 City Council Meeting. After making sure each Commissioner had access to the City's Comprehensive Plan, Mr. Thibodeaux asked that the Commissioners review the Plan and provide feedback to staff at the November 8, 2021 Planning & Zoning Commission Meeting. The feedback received will be presented to City Council at the above mentioned City Council Meeting.

Item No. 7 - The meeting adjourned at 8:02 p.m.

_____ _____

Skye Thibodeaux, Secretary Betty Culbreath, Chairman

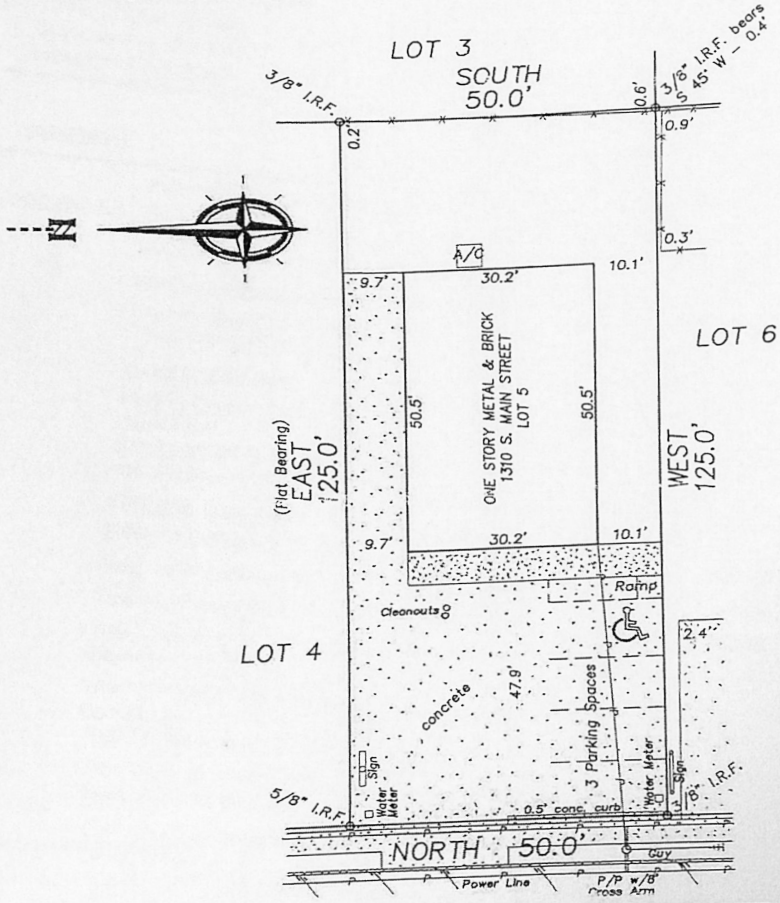
Unapproved

ATTACHMENT 4

SURVEY PLAT

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at 1310 S. Main Street in the City of Duncanville, Texas, being Lot 5 of Chapman Addition, an addition to the City of Duncanville, Dallas County, Texas, according to the plat thereof recorded in Volume 19, Page 147, Map Records Dallas County, Texas.

Property not located in a 100-year Flood Plain area (Zone X)
per FIRM Community Panel No. 48113C0470 J
Effective Date: August 23, 2001



This survey was performed in connection with the transaction described in GF No. ALRS52-65210000227 of ALAMO Title Company. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM. And the plat hereon is a true, correct, and accurate representation of the property as determined by survey, subject to any and all easements, reservations and restrictions that may be of record, the lines and dimensions of said property being as indicated by the plat; the size, location, and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated. EXCEPT AS SHOWN, THERE ARE NO VISIBLE ENCROACHMENTS OR PROTRUSIONS APPARENT ON THE GROUND.

Scale 1" = 20'
Date 9/15/10
Job 10-421
Drawn by L.L.

Texas Society of Professional Surveyors

STATE OF TEXAS REGISTERED BEN D. RYCHLIK #1630 PROFESSIONAL LAND SURVEYOR

Registered Professional Land Surveyor 1630

SURVEYING ASSOCIATES
1018 S. Beckley, Dallas, Tx. 75203
Phone: (214) 948-3324
Fax: (214) 946-7540

© SURVEY LICENSE AGREEMENT: This survey plat is protected by U.S. copyright law and international treaties. The information shown or included in this document is solely the property of the author, the surveyor. All rights are reserved. This survey is licensed for a single use only. Your use of this survey shall constitute acceptance of this license agreement. Unauthorized use or copies are illegal. The surveyor has not and does not give permission for anyone to use this survey for any subsequent title transfer, loan, or refinance or any other purpose. This survey is not valid without the surveyor's original embossed, raised seal and original signature.

ATTACHMENT 5

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) aseaton@duncanville.com

October 11, 2021

Zoning File: 2021-27

Dear Property Owner:

Jeffrey R. Chrisman, Applicant and Owner, is requesting approval of a Specific Use Permit to allow for the use of Print Shop on Chapman, Lot 5, more commonly known as 1310 South Main Street, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

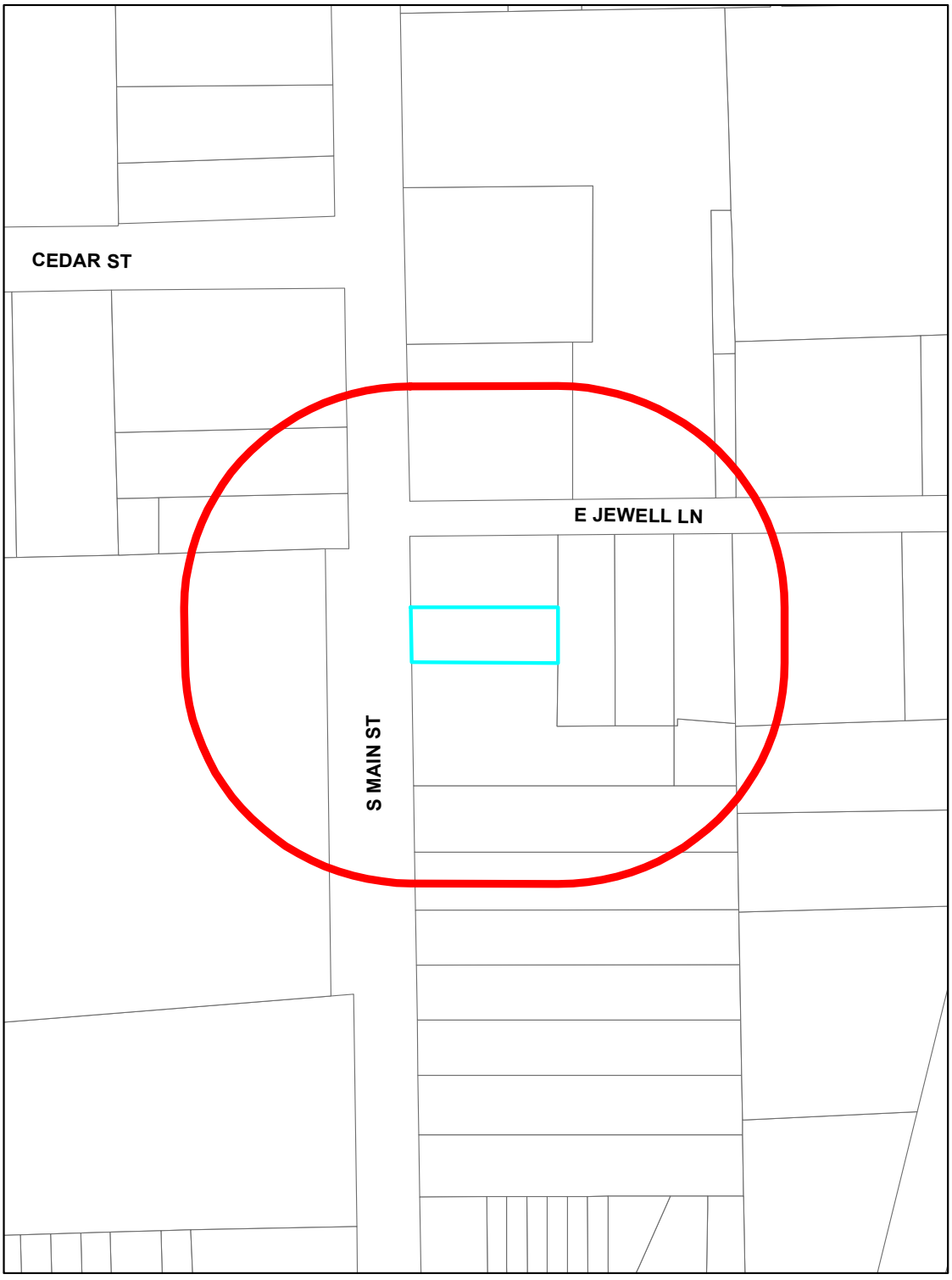
The Planning and Zoning Commission will hold a public hearing on Monday, October 25, 2021, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, December 7, 2021, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by November 16, 2021, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosures


CEDAR ST
E JEWELL LN
S MAIN ST

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-27 Jeffrey R. Chrisman, Applicant and Owner, is requesting approval of a Specific Use Permit (SUP) to allow for the use of Print Shop on Chapman, Lot 5, more commonly known as 1310 S. Main St., in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

NOTE: The purpose of the request is to allow for the use of Print Shop.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, October 25, 2021, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, November 16, 2021, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by November 16, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

ATTACHMENT 6

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

October 28, 2021

Zoning File: 2021-27

Dear Property Owner:

Jeffrey R. Chrisman, Applicant and Owner, is requesting approval of a Specific Use Permit to allow for the use of Print Shop on Chapman, Lot 5, more commonly known as 1310 South Main Street, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

The City Council public hearing will be held on Tuesday, November 16, 2021, at 7:00 p.m., in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the City Council either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by November 16, 2021, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosures

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

Octubre 28, 2021

Caso de zonificación: 2021-27

Estimado propietario:

Jeffrey R. Chrisman, solicitante y propietario, está solicitando la aprobación de un Permiso de Uso Específico para permitir el uso de tienda de impresión en Chapman, Lot 5, comúnmente conocido como 1310 South Main Street, en la ciudad de Duncanville, Condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para la rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

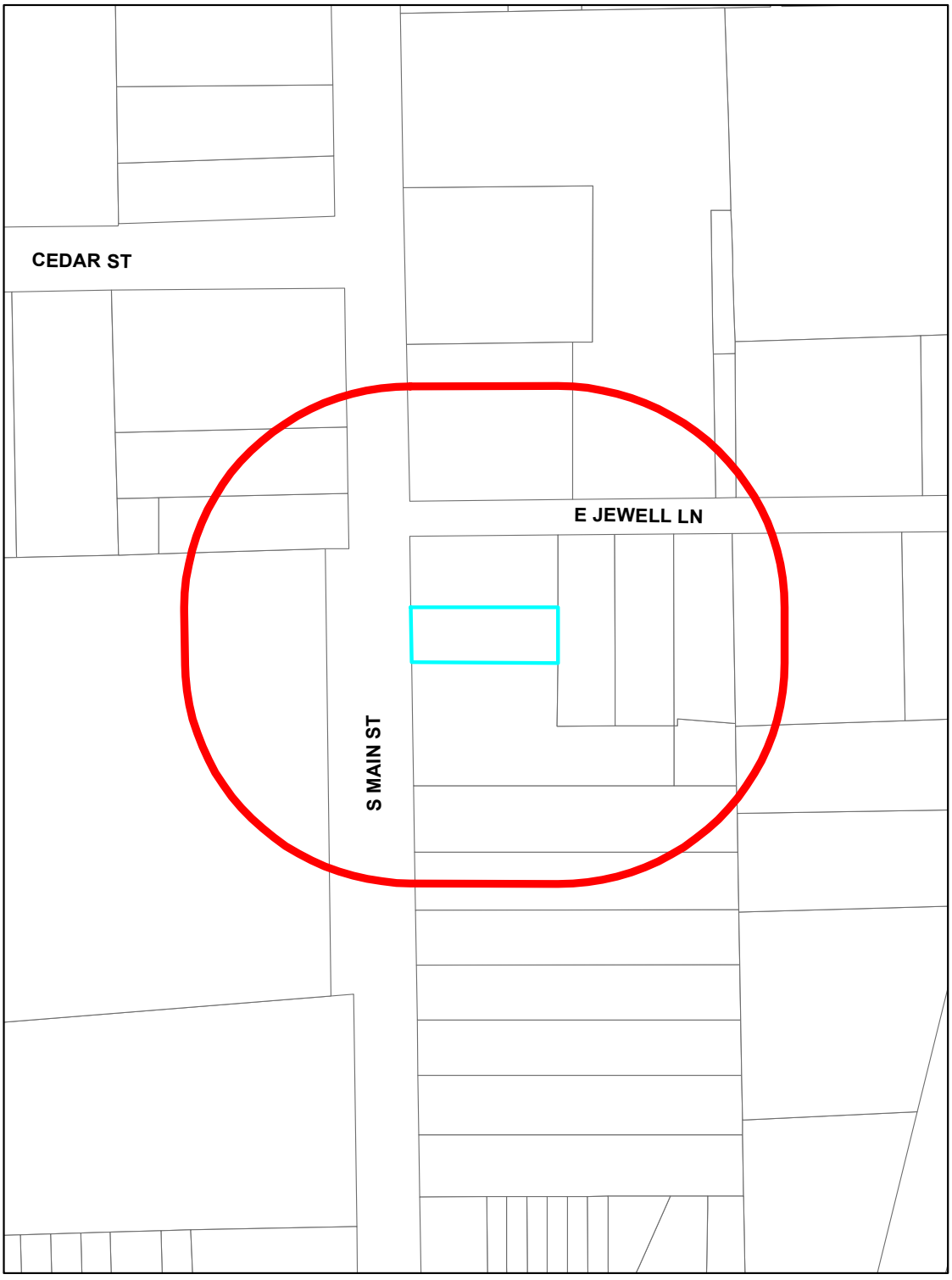
La audiencia pública del Concejo Municipal se llevará a cabo el martes 16 de Noviembre de 2021, a las 7:00 p.m., en **las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road.** Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente al Concejo Municipal, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 16 de Noviembre de 2021, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al secretario de la Ciudad o a Skye Thibodeaux, secretario de la Comisión de Planificación y Zonificación, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico sthibodeaux@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente

Skye Thibodeaux
Secretario de la Comisión de Planificación y Zonificación

Recintos


CEDAR ST
E JEWELL LN
S MAIN ST

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-27 Jeffrey R. Chrisman, Applicant and Owner, is requesting approval of a Specific Use Permit (SUP) to allow for the use of Print Shop on Chapman, Lot 5, more commonly known as 1310 S. Main St., in the City of Duncanville, Dallas County, Texas.

NOTE: The purpose of the request is to allow for the use of Print Shop.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The City Council public hearing will be held on Tuesday, November 16, 2021, at 7:00 p.m., at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the City Council either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by November 16, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor** of granting the zoning request.*

_____ ***Not in favor** of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

El siguiente formulario puede ser llenado y enviado por correo a:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Caso No. 2021-27 Jeffrey R. Chrisman, solicitante y propietario, está solicitando la aprobación de un Permiso de Uso Específico (SUP) para permitir el uso de tienda de impresión en Chapman, Lot 5, comúnmente conocido como 1310 S. Main St., en la ciudad de Duncanville, condado de Dallas, Texas.

NOTA: El propósito de la solicitud es permitir el uso de tienda de impresión.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para un cambio de zonificación. **Su propiedad no está siendo rezonificada.**

La audiencia pública del Concejo Municipal se llevará a cabo el martes 16 de Noviembre de 2021, a las 7:00 p.m., en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente al Concejo Municipal, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 16 de Noviembre de 2021, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ ***A favor*** de conceder la solicitud de *zonificación.*

_____ ***No a favor*** de otorgar la solicitud de *zonificación.*

Mis razones son las siguientes:

1).

2).

3).

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: _____

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

RECEIVED
NOV 03 2021
CITY OF DUNCANVILLE
PUBLIC WORKS DEPT.

Case No. 2021-27 Jeffrey R. Chrisman, Applicant and Owner, is requesting approval of a Specific Use Permit (SUP) to allow for the use of Print Shop on Chapman, Lot 5, more commonly known as 1310 S. Main St., in the City of Duncanville, Dallas County, Texas.

NOTE: The purpose of the request is to allow for the use of Print Shop.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The City Council public hearing will be held on Tuesday, November 16, 2021, at 7:00 p.m., at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the City Council either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by November 16, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

✓ ***In favor*** *of granting the zoning request.*

____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: Celerino Sanchez Address: 1211-S-Main St. Duncanville TX 75137

Signature: Celerino Sanchez Date: 11/01/2021

ATTACHMENT 7

1303 MAIN GARDENS LP
999 WATERSIDE DR STE 2300
NORFOLK, VA 23510

JAMMOR LTD PARTNERSHIP
P.O. BOX 140795
DALLAS, TX 75214

IVAHNEKO VICTOR &
5620 HERITAGE CT
MIDLOTHIAN, TX 76065

LEMONS KELTON
721 SPICE ST
DESOTO, TX 75115

GUILLIEN NORBERTO
903 GREENBRIAR LN
DUNCANVILLE, TX 75137

KAREN KLEBER
1215 S MAIN ST
DUNCANVILLE, TX 75137

CATHEY ROBERT L & LOIS
1114 S MAIN ST
DUNCANVILLE, TX 75137

COHETO MARIA L & JOSE R
4211 GREAT TRINITY FOREST WAY
DALLAS, TX 75241

CHRISMAN JEFFREY ROSS
1310 S MAIN ST
DUNCANVILLE, TX 75137

WRIGHT FRANK F JR
2604 SUMMIT DR
IRVING, TX 75062

MONTOYA BEATRIZ
66 PECAN ACRES
MIDLOTHIAN, TX 76065

CATHEY ROBERT L &
1114 S MAIN ST
DUNCANVILLE, TX 75137

DELTA STAR PPTIES INC
2518 FALLS DR
DALLAS, TX 75211

1318 S MAIN LLC
1318 S MAIN ST NO 103
DUNCANVILLE, TX 75137

WALTON WILLIE &
919 KENSINGTON DR
DUNCANVILLE, TX 75137

DUNCANVILLE CITY OF ET AL
PO BOX 380280
DUNCANVILLE, TX 75138

WATKINS CHRIS
126 JEWELL DR
DUNCANVILLE, TX 75137

GOODWIN CHARLES A
11471 COUNTY RD 213
FORNEY, TX 75126

NWEKE PAUL
4501 ROSEDALE DR
GRAND PRAIRIE, TX 75052

ORDINANCE NO. 2418

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING LOCAL OFFICE/RETAIL DISTRICT "LOR" TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR PRINT SHOP ON THE CHAPMAN ADDITION, LOT 5, APPROXIMATELY 0.14 ACRE, MORE COMMONLY KNOWN AS 1310 SOUTH MAIN STREET, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, by amending the existing Local Office/Retail "LOR" District zoning to grant a Specific Use Permit "SUP" to allow for Print Shop on the Chapman Addition, Lot 5, approximately 0.14 acre, more commonly known as 1310 S Main St, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended for local office/retail district.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of November 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being all of an approximately 0.14-acre lot, tract, or parcel of land recorded as Lot 5, Chapman Addition, City of Duncanville, Dallas County, Texas, more commonly known as 1310 South Main Street.

ORDINANCE NO. 2418

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING LOCAL OFFICE/RETAIL DISTRICT "LOR" TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR PRINT SHOP ON THE CHAPMAN ADDITION, LOT 5, APPROXIMATELY 0.14 ACRE, MORE COMMONLY KNOWN AS 1310 SOUTH MAIN STREET, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, by amending the existing Local Office/Retail "LOR" District zoning to grant a Specific Use Permit "SUP" to allow for Print Shop on the Chapman Addition, Lot 5, approximately 0.14 acre, more commonly known as 1310 S Main St, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended for local office/retail district.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of November 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being all of an approximately 0.14-acre lot, tract, or parcel of land recorded as Lot 5, Chapman Addition, City of Duncanville, Dallas County, Texas, more commonly known as 1310 South Main Street.

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution casting the City Council of the City of Duncanville's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (DCAD).

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:
Kristin Downs, City Secretary

BACKGROUND/HISTORY:
On September 7, 2021, the Duncanville City Council voted to nominate Michael Hurtt to the Board of Directors for DCAD. Michael Hurtt, former mayor of Desoto, currently serves on the Board of Directors of DCAD.

POLICY EXPLANATION:
State law requirements for nominating candidates for the Board of Directors of DCAD have been completed. By state law, Duncanville is required to vote by official ballot resolution (see attached). The City of Duncanville must cast one vote for one of the following nominees:

- Mr. Michael Hurtt
- Ms. Shaunte L. Allen
- Ms. Dianne Cartwright
- Mr. Brett Franks
- Mr. Steve Nichols

The deadline for casting a vote is December 17, 2021.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:
Attachment 1 - DCAD Letter

Attachment 2 - Resolution No. - 2021-082 - Fourth member of the Board of Directors of the Dallas Central Appraisal District (DCAD)

Dallas Central Appraisal District

Date: October 28, 2021

To: Barry L. Gordon, Mayor, City of Duncanville

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban Cities' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 17, 2021. If your entity chooses to abstain from voting, please notify me in writing.**

The nominees are as follows. Also included are the names of the nominating cities.

Nominee	Entity(s) Nominating
Mr. Michael Hurtt	Addison, Desoto, Duncanville, Farmers Branch, Richardson, & Seagoville
Ms. Shaunte L. Allen	Glenn Heights
Ms. Dianne Cartwright	Irving
Mr. Brett Franks	Sachse
Mr. Steve Nichols	Hutchins

We have included nominee bios with this letter. If you have questions concerning the candidates please contact the entities who nominated them.

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 17, 2021. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore, it is imperative that your taxing unit cast its vote before the December 17, 2021 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/arg

Enclosure (Nominee Bio/Official Ballot Resolution/Return Envelope)

cc: Aretha Ferrell-Benavides, City Manager
Kristin Downs, City Secretary
Edena Almore, Interim Finance Director

Office of Chief Appraiser
2949 N. Stemmons Freeway ● Dallas, Texas 75247-6195 ● (214) 631-0520

Michael Hurtt came to Dallas, Texas from Casper, Wyoming in 1971. After graduating from Mortuary Science College, he settled in the DeSoto area. His funeral service background includes managing large volume and corporately owned funeral firms. Mr. Hurtt has worked and lectured for Pierce Chemical/Mortician Supply Company; which built and supplied funeral homes and owned three mortuary science colleges across the United States. Michael Hurtt and his wife, Marilyn have been residents of DeSoto since 1988 and are owners of the West/Hurtt Funeral Home in DeSoto. He has served on the Texas Funeral Directors Association, president of the North Texas Funeral Directors and Dallas County Funeral Directors Association. Before entering into public office, Michael Hurtt served the City as a member of the DeSoto Park Board, Strategy 2000, and the Charter Review Commission.

Michael Hurtt's commitment to community and civic service has resulted in many years of participation and leadership for numerous local, regional, and national organizations: Board of Directors for the Dallas Zoological Society, North Texas Commission, Medical Center of Lancaster Board of Trustees and select specialty, Canterbury Episcopal School, past president of the DeSoto Chamber, DeSoto Rotary and the Best Southwest Chambers, City Councilmember/Mayor Pro Tem from 1998 - 2001 and Mayor of DeSoto from 2001 to 2007, which is when DeSoto achieved the All-America City designation. He was president and vice-president of the DeSoto Economic Development Corporation. He also served on the advisory board for Methodist Charlton Hospital, and represents the 31 suburban cities for the Dallas Central Appraisal District. Other organizations include: Metroplex Mayors Association; Texas Municipal League; TEX-21- a subsidiary of River of Trade, Agile Port, and Trans Texas Corridor; R - the North Texas Commission as the representative for the Cities of DeSoto, Duncanville, Cedar Hill, and Lancaster; U.S. Conference of Mayors; National League of Cities.

Mr. Hurtt has served on the Dallas Central Appraisal District Board since 2008.

SHAUNTÉ L. ALLEN

[redacted]

OBJECTIVE

Higher education professional with 15 years of experience creating and managing student success and retention programs. Committed to developing programs and initiatives that expand student leadership opportunities for individuals who will affect change in their communities.

EDUCATION

Master of Education ▪ Secondary Education — Texas A&M - Commerce, Mesquite, TX
Bachelor of Arts ▪ Literary Studies — University of Texas at Dallas, Richardson, TX

HIGHLIGHTS

- Adept in public speaking and presentations
- Lead employee training and development
- Knowledgeable of Instructional Design
- Excellent leadership and interpersonal skills
- Background in journalism & marketing
- Provide administrative support/clerical assistance
- Event planning for education and community
- Proficient in MS Office, Adobe CS, Premier, Captivate

PRESENTATIONS

Study Skills — Oct 2018
TRIO Workshop, Tyler Junior College, Tyler, TX

Study Skills — Nov 2017
TRIO Workshop, Tyler Junior College, Tyler, TX

Supplemental Instruction — April 2016
Faculty Training, Borough of Manhattan Community College, New York, NY

Developmental Education Course Redesign (DIRW, NCBO) — May 2014
Advisor Training, Cedar Valley College, Lancaster, TX

Connecting to the Core — Oct 2013
Developmental Education Summit, Mountain View College, Dallas, TX

Developmental Education Course Redesign (DIRW, NCBO) — June 2013
Advisor Training, Cedar Valley College, Lancaster, TX

Note-Taking 101 — Mar 2012
TRIO Student Workshop, Cedar Valley College, Lancaster, TX

Decision-Making and Problem-Solving — Mar 2011
Office of Student Life Workshop, Cedar Valley College, Lancaster, TX

Get the Idea? Finding Main Ideas — Oct 2009
TRIO Student Workshop, Cedar Valley College, Lancaster, TX

Blueprint for Success — Mar 2009
Urban League Panel Discussion, University of Texas at Dallas, Richardson, TX

Test Preparation — Oct 2008
TRIO Student Workshop, Cedar Valley College, Lancaster, TX

AWARDS

Academic Distinction ▪ Who's Who in Community Colleges Higher Education — 2019
Torchbearer ▪ Texas State Conference of NAACP — 2018
Most Innovative Learning Community ▪ Cedar Valley Community College — 2011
Excellence in Teaching ▪ Who's Who Among America's Teachers — 2007

PROFESSIONAL EXPERIENCE

Professor, TSI Integrated Reading and Writing
Tyler Junior College, Tyler, TX Aug 2017 - Present

Presented study skills workshops and counseled at-risk, first-generation TRIO students one-on-one and in small groups to ensure academic success. Evaluated student goals and identified areas needing improvement.

- Assisted in course evaluations, curricula development, and selection of instructional materials.
- Taught 5 - 6 courses to improve students' critical reading, writing, and thinking skills to college-level proficiency. Utilized a digital teaching and learning environment that helped general education and disability students to study more efficiently while mastering student learning outcomes. Utilized Canvas as the LMS.
- Service: NADE Conference, Texas Community Colleges Conference, Institutional Inservice and Training, TRIO Counselor and Tutor, Student Club Chaperone, Greece Studies Chaperone

Lecturer, Critical Reading and Critical Thinking
Borough of Manhattan Community College, New York, NY Aug 2014 - Aug 2016

Trained faculty to develop a Supplemental Instruction program tailored to their individual courses. Conducted needs assessments and created instructional material that included goals and learning outcomes.

- Chaired the Assessment Committee to identify appropriate instruments to assess student learning outcomes; administered assessments to classes; interpreted data; used feedback to recommend improvements for effective teaching and learning methods. Served on the Reading Committee to align diagnostic assessments to student learning outcomes; coordinated tutorial services for classroom support.
- Taught 2 - 3 courses to improve students' critical reading skills to college-level proficiency. Developed lessons that support differentiated instruction and diverse learning styles for general education and disability students. Incorporated instructional technology to enhance teaching and learning. Utilized Canvas as the LMS.
- Service: Institutional Inservice and Training, Supplemental Instructor Program, Assessment Committee, Reading Committee, Early Alert Committee, Debate Club Chaperone

Department Chair, Developmental Reading
Cedar Valley Community College, Lancaster, TX Aug 2011 - May 2014

Recruited, trained, and supervised full and part-time instructors. Identified faculty development needs to achieve departmental goals. Coordinated faculty work schedules. Approved/denied timesheets and semester contracts. Maintained departmental budget and analyzed data to determine costs and benefits of various resources.

- Developed new course offerings and training workshops, created new syllabi, developed and revised curricula, selected books and software. Established literacy goals and student learning outcomes to align with the Texas Success Initiative (TSI) plan. Wrote grant proposals. Managed the Closing the Gap grant with Lancaster ISD to identify low-income students who would not have enrolled in college without post-secondary intervention.
- Created assessment policies, rubrics, and cut-scores. Evaluated students for accurate course placement and appropriate academic services. Made recommendations for course remediation or acceleration. Evaluated programs, tracked data for reporting, and created action plans.

Professor, Developmental Reading
Cedar Valley Community College, Lancaster, TX Jan 2007 - May 2014

Facilitated staff training for content-area reading and writing. Conducted student workshops to improve comprehension and study skills. Earned Distance Learning Certificate for online instruction. Worked as Volunteer Coordinator/Trainer for the district's literacy program; created registration forms, maps, and tasks lists.

- Participated in professional development conferences for reading strategies and student retention.
- Taught 6 - 8 courses to improve students' critical reading skills to college-level proficiency. Developed lessons that supported differentiated instruction and diverse learning styles for regular education and disability students. Incorporated instructional technology such as iPads, LED Projectors, Doceri, Smart Clickers, and Microsoft applications to enhance teaching and learning. Utilized Blackboard as the LMS.
- Service: NADE Conference, Digital Conference, Institutional Inservice and Training, SACS Committee, TSI Committee, Learning Communities Committee, Dual-Credit Committee, Faculty/Staff Search Committee, Supplemental Instructor Program, Technology in the Classroom Program, Journey to Success/Early Alert Program, Halloween Contest Judge, Student Newspaper Club Sponsor, Hawaiian Field Studies Chaperone

Cynthia Dianne Cartwright

BIO

Overview:

Highly motivated, successful licensed realtor with varied real estate and community interests, volunteering on multiple projects through the years. Constantly improving career and personal growth with additional education both mandated by TREC and other interesting real estate related classes and seminars.

Career Highlights and Experience:

Licensed Realtor with Ebby Halliday Realtors Inc. (April 2007 – Present)
Vast knowledge of the real estate market regarding Buyers, Sellers and occasionally Tenants.
Intentionally improving education opportunities to assist Buyers and Sellers.

Celanese Corporation (2003 - 2006)
Executive Assistant and Administrative Contract Assistant for Procurement Department

Caltex Petroleum Corporation (1990-2000)
International Tax Division, Executive Assistant to Corporate Tax Attorney & Director

Austin Commercial, Inc. (1984-1990)
Administrative Assistant to Senior Project Manager, Williams Square Project;
Executive Assistant to Sr. VP. Contracts

Education:
NTSU Denton
Northlake Community College
Kaplan School of Real Estate
Texas Real Estate Commission Education

Professional Development:
Continuing Education Classes (TREC Approved)
(https://www.trec.texas.gov/apps/license-holder-search/)
Senior Real Estate Specialist Designation (SRES)
Graduate Real Estate Institute Designation (GRI)
Broker Price Opinion Resource Designation (BPOR)

Personal:
Irving Hospital District Neighborhood Association, Board Member 4 years
Market Value Analysis Steering Committee, City of Irving
Zoning Board of Adjustments and Appeals, City of Irving, 2 separate terms
Elder Presbyterian Church USA
Various Volunteer positions

Brett Franks
City Council Place 1
City of Sachse

Councilman Brett Franks was elected to serve on the Sachse City Council in Place One in June 2012. He is an Orthopedic PA with the Sports Medicine Clinic of North Texas. Mr. Franks currently serves as the Council liaison to the Parks and Recreation Commission on which he held position prior to being elected to City Council. He is a former member of the Sachse Baseball Association and a former member of the Campus Improvement Team at Hudson Middle School. As a proud Army veteran, Mr. Franks also volunteers his time every year to organize the Annual Memorial Day Event. He and his family have lived in Sachse since 2000.

Councilman Franks is interested in representing the suburban cities because of the increasing concerns by residents regarding appraisals. The consistent escalation of property values in Dallas County, the lack of transparency of the appraisal process, and the role of the Board and its staff need to be addressed. He believes there is an opportunity for DCAD to provide this information and give better explanation to citizens about how the appeal process works. These changes would improve how DCAD serves the citizens in the District.

Stephen Nichols

[redacted]

Life long resident of Dallas County

Graduate of Bryan Adams High School class of 1980

Licensed Master Plumber

Hutchins City council member Since 2014

Vice President of the Hutchins Economic Development Committee

President of the Hutchins Tax Increment Finance Committee

Deacon First Baptist Church Hutchins, TX.

RESOLUTION NO. 2021-082

A RESOLUTION OF THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of Duncanville does hereby cast its vote by marking the ballot below:

(Check one only)

- o **Michael Hurtt**
- o **Shaunte L. Allen**
- o **Dianne Cartwright**
- o **Brett Franks**
- o **Steve Nichols**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, DOES HEREBY CONFIRM ITS ONE (1) VOTE FOR THE ELECTION OF AS THE SUBURBAN CITIES' REPRESENTATIVE TO THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of November, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider appointments to various Boards and Commissions including Board of Adjustment, Duncanville Community and Economic Development Corporation Board (DCEDC), Keep Duncanville Beautiful Board, Library Advisory Board, Sign Control Board and the TIF (Tax Increment Financing Reinvestment Zone Number One).

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:
Each year the board and commission members whose terms are ending in August are allowed to request reappointment to their current board or commission. In addition, the City advertises the need for new board and commission applicants through various media sources, including the City's website, the Champion monthly newsletter, announcements during City Council meetings, the City's LED Sign located at the corner of Main and Wheatland, weekly newsletters, and social media.

The City Council held a Special Meeting to interview each new applicant and current board members whose terms ended in August. After appointments were made, there were still openings available. Council requested the City Secretary advertise for the Boards that had openings.

POLICY EXPLANATION:
City Council will need to formally appoint citizens to the Board of Adjustment, Duncanville Community and Economic Development Corporation Board (DCEDC), Keep Duncanville Beautiful Board, Library Advisory Board, Sign Control Board, and the TIF (Tax Increment Financing Reinvestment Zone Number One), to fill the vacancies created by terms ending in August 2021 as well as resignations over the past year.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider an Ordinance creating Classified Positions under Civil Service in the Police and Fire Departments; providing for a Pay Scale under Civil Service.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Todd Siegel, Human Resources Director
Mark LiVigni, Interim Police Chief

BACKGROUND/HISTORY:
Any changes made to Civil Service classifications, position numbers, etc. must be approved by ordinance by City Council per §143.021 of the Texas Local Government Code.

Change # 1: The step pay plan has been adjusted, as proposed in the FY 21-22 budget.
Change # 2: A second Assistant Police Chief (Appointed) position has been added.

POLICY EXPLANATION:
Per Texas Local Government Code §143.021, the commission shall provide for the classification of all fire fighters and police officers. However, the municipality's governing body shall establish the classifications by ordinance. The governing body by ordinance shall prescribe the number of positions in each classification. There is one proposed classification change of adding a second Assistant Chief of Police (Appointed) position. This addition follows the language of Texas Local Government Code §143.014. The other proposed change is to the step pay plan for the new fiscal year's budget.

FUNDING SOURCE: ORG AND OBJECT NUMBER
Police and Fire Salaries have been adjusted to reflect the new pay scales, within the FY 22 budget.

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:
Attachment 1 - Ordinance No. - 2420 - New Police Asst Chief - Creating Classified Positions under Civil Service

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. 2420

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, CREATING CLASSIFIED POSITIONS UNDER CIVIL SERVICE IN THE POLICE AND FIRE DEPARTMENTS; PROVIDING FOR A PAY SCALE UNDER CIVIL SERVICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

Section 1. The classified positions under Civil Service in the Police Department shall be as follows:

P1	Assistant Chief (appointed)	2
P2	Police Lieutenant	5
P3	Police Sergeant	6
P4	Police Patrol Officer	48

Section 2. The classified positions under Civil Service in the Fire Department shall be as follows:

F1	Assistant Fire Chief (appointed)	1
F2	Division Chief – EMS	1
F3	Battalion Chief	3
F3	Fire Marshal/Battalion Chief	1
F4	Fire Captain	6
F5	Fire Engineer	6
F6	Fire Fighter	33

Section 3. The annual pay scale for each of the above-captioned classified positions shall be as follows:

POLICE DEPARTMENT

Time in Position with Duncanville

		START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
P1	Assistant Police Chief	$ 119,913	$ 124,912	$ 129,911	$ 134,909			
P2	Police Lieutenant	$ 97,840	$ 101,619	$ 105,399	$ 109,178			
P3	Police Sergeant	$ 85,482	$ 87,357	$ 91,273	$ 94,166			
P4	Police Officer (No Previous Experience)	$ 60,979	$ 63,442	$ 65,900	$ 68,360	$ 70,819	$ 73,278	$ 78,023
P4	Police Officer (1 year Credited Previous Experience)	$ 63,442	$ 63,442	$ 65,900	$ 68,360	$ 70,819	$ 73,278	$ 78,023
P4	Police Officer (2 year Credited Previous Experience)	$ 65,900	$ 65,900	$ 65,900	$ 68,360	$ 70,819	$ 73,278	$ 78,023
P4	Police Officer (3 year Credited Previous Experience)	$ 68,360	$ 68,360	$ 68,360	$ 68,360	$ 70,819	$ 73,278	$ 78,023
P4	Police Officer (4 year Credited Previous Experience)	$ 70,819	$ 70,819	$ 70,819	$ 70,819	$ 70,819	$ 73,278	$ 78,023
P4	Police Officer (5 year Credited Previous Experience)	$ 73,278	$ 73,278	$ 73,278	$ 73,278	$ 73,278	$ 73,278	$ 78,023

Credited Previous Experience shall be defined as one year of credited experience for every full year actively employed as a full-time law enforcement officer in a municipality with a population of 30,000 or more, a county with a population of 125,000 or more or a state law enforcement agency, not to exceed five years of Credited Previous Experience.

Credited Previous Experience shall also be defined as one year of credited experience for every two full years actively employed as a full-time law enforcement officer in a municipality with a population of less than 30,000 or a county with a population of less than 125,000, not to exceed five years of Credited Previous Experience.

Credited Previous Experience shall also be defined as one year of credited experience for every two full years actively employed as a full-time law enforcement officer with any TCOLE certified organization other than a municipal police organization or a county sheriff's office

Police applicants with a minimum of one year full-time prior service as a police officer must possess a TCOLE license and/or have taken and passed the TCOLE state licensing exam to qualify for Credited Previous Experience and be placed in the current pay grade of the Duncanville Police Department compensation plan.

Credited Previous Experience will not apply if more than three years have passed since the most recent qualifying employment.

Population figures shall be based on current information from the UTSA Texas State Data Center or the latest United States census information if outside Texas.

FIRE DEPARTMENT

Time in Position with Duncanville

		START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
F1	Assistant Fire Chief	$ 121,795	$ 126,031	$ 130,267	$ 134,504			
F2	Division Chief - EMS	$ 113,700	$ 118,249					
F3	Battalion Chief	$ 99,565	$ 103,172	$ 106,781	$ 110,387			
F3	Fire Marshal/Battalion Chief	$ 99,565	$ 103,172	$ 106,781	$ 110,387			
F4	Fire Captain	$ 87,106	$ 90,268	$ 93,428	$ 96,590			
F5	Fire Engineer	$ 78,553	$ 80,468	$ 82,382	$ 84,311			
F6	Firefighter (No Previous Experience)	$ 61,014	$ 62,943	$ 64,873	$ 66,804	$ 68,734	$ 70,664	$ 75,898
F6	Firefighter (1 year Credited Previous Experience)	$ 62,943	$ 62,943	$ 64,873	$ 66,804	$ 68,734	$ 70,664	$ 75,898
F6	Firefighter (2 year Credited Previous Experience)	$ 64,873	$ 64,873	$ 64,873	$ 66,804	$ 68,734	$ 70,664	$ 75,898
F6	Firefighter (3 year Credited Previous Experience)	$ 66,804	$ 66,804	$ 66,804	$ 66,804	$ 68,734	$ 70,664	$ 75,898
F6	Firefighter (4 year Credited Previous Experience)	$ 68,734	$ 68,734	$ 68,734	$ 68,734	$ 68,734	$ 70,664	$ 75,898
F6	Firefighter (5 year Credited Previous Experience)	$ 70,664	$ 70,664	$ 70,664	$ 70,664	$ 70,664	$ 70,664	$ 75,898

Credited Previous Experience shall be defined as one year of credited experience for every full year actively employed as a full-time Fire Fighter or Paramedic in a municipality or an Emergency Services District (ESD) with a population of 30,000 or more or a county with a population of 125,000 or more, not to exceed five years of Credited Previous Experience.

Credited Previous Experience shall also be defined as one year of credited experience for every two full years actively employed as a full-time Fire Fighter or Paramedic in a municipality or an Emergency Services District (ESD) with a population of less than 30,000 or a county with a population of less than 125,000, not to exceed five years of Credited Previous Experience.

Fire applicants with a minimum of one year full-time prior service as a Fire Fighter or Paramedic must be certified as a Fire Fighter with the Texas Commission on Fire Protection and/or be certified or have the ability to be certified as an EMT-Paramedic with the Texas Department of State Health Services to qualify for Credited Previous Experience and be placed in the current pay grade of the Duncanville Fire Department compensation plan.

Credited Previous Experience will not apply if more than three years have passed since the most recent qualifying employment.

Population figures shall be based on current information from the UTSA Texas State Data Center or the latest United States Census information if outside Texas.

Section 4. 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 5. That all Ordinances of the City of Duncanville heretofore adopted which are in conflict with the provisions of the Ordinance be, and the same are hereby repealed.

Section 6. That this Ordinance shall take effect on the 1st day of October, 2021.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 16th day of November, 2021.

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY SECRETARY

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider an Ordinance amending Chapter 12 (Miscellaneous Offenses and Provisions); by adding Article XXVI (Mobile Food Vendors and Food Trucks).

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:
Skye Thibodeaux, AICP - City Planner

BACKGROUND/HISTORY:
Mobile food vendors and food trucks provide a community with a variety of dining options. A City that allows mobile food vendors and food trucks must do so without jeopardizing the health and safety of the general public. Therefore, criteria, processes, permits, and an ordinance for mobile food units will need to be established before the implementation or allowances of mobile food establishments.

Up to this point, Mobile Food Vendors and Food Trucks in the City of Duncanville have only received permission to operate in association with special public events. There have been multiple requests by food truck operators and prospective owners to consider allowing food trucks at times other than special public events. With the Zoning Ordinance update in March of 2021, the use of "Food Truck Park" was established to allow for potential future developments in certain zoning districts in Duncanville via approval of a Specific Use Permit.

During the work session portion of September 21, 2021, City Council Meeting, staff facilitated a discussion providing information on mobile food vendors and food trucks regarding the intended permitting process, application, and associated standards and regulations intended to be formally proposed to City Council. With the potential for food trucks and other mobile food unit activity to occur in a private commercial setting, more detailed standards are needed regarding the function of these units from both an economic and a health and public safety perspective.

Once adopted, Ordinance No. 2415 will be the regulating document related to the permitting process and performance standards associated with mobile food vendors and food trucks who apply to operate within the City of Duncanville.

POLICY EXPLANATION:
Council approval is required for all ordinances.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:
Attachment 1 - Ordinance No. - 2415 - Food Truck Ordinance

ORDINANCE NO. 2415

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DUNCANVILLE, TEXAS, BY AMENDING CHAPTER 12, "MISCELLANEOUS OFFENSES AND PROVISIONS," BY ADDING A NEW ARTICLE XXVI, "MOBILE FOOD VENDORS MOBILE VENDING UNITS"; PROVIDING A REPEALING CLAUSE; PROVIDING FOR 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 City of Duncanville is a home rule city under the laws of the State of Texas and is duly incorporated; and

WHEREAS, the City Council is authorized to regulate Mobile Food Vendors by virtue of the Texas Constitution, the Texas Health and Safety Code, the Texas Administrative Code, the City's police power and by Chapters 51, 54, 211, 212, 214, 216, and 217 of the Texas Local Government Code; and

WHEREAS, the City Council of the City has determined that the adoption of this Ordinance best serves the general welfare of the City and its residents by establishing regulations governing "mobile food vendors" and "mobile vending units" to promote the health, safety, and welfare of the public.

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

SECTION 1. That Chapter 12, "Miscellaneous Offenses and Provisions," of the Duncanville Code of Ordinances is hereby amended by adding a new Article XXVI, "Mobile Food Vendors and Mobile Vending Units," to hereinafter read as follows:

"CHAPTER 12 - MISCELLANEOUS OFFENSES AND PROVISIONS

ARTICLE I . . .

. . . .

ARTICLE XXVI – MOBILE FOOD VENDORS AND MOBILE VENDING UNITS

Sec. 12-291. Definitions. The following words and terms, when used in this chapter, shall have the meaning respectively ascribed to them in this section:

City means the City of Duncanville, Texas.

Commissary means a business or food service establishment that sells edible goods from an established location and has been inspected and approved by the regulatory authority in accordance with Article II of this Chapter.

Edible Goods shall include, but is not limited to:

(1) Prepackaged food, including, but not limited to, candy, beverages, and chips;

(2) Prepared food, including, but not limited to, hot dogs, desserts, and pizza; and

(3) On-site prepared food, including, but not limited to, shaved ice, sandwiches, and tacos.

Food Truck Park means an area designated for Mobile Food Vendors to park and sell food, beverages, and other retail items or services to patrons. Such areas typically include electrical outlets, seating/dining areas, restroom facilities, and trash receptables.

Health Authority means the City, or its designee, and/or any other entity charged with enforcement of regulations applicable to regulations under this Article.

Mobile means the state of being in active, but not necessarily continuous, movement; capable of being moved and not permanently fixed or placed.

Mobile Vending Unit means any motorized, mobile vehicle from which only food is peddled, vended, sold, served, displayed, offered for sale or given away. Any nonmotorized vehicles, trailers, kiosk, pushcart or stand is not considered a Mobile Vending Unit.

Mobile Food Vendor means any business or person that sells edible goods from a Mobile Vending Unit from a stationary location within the City, except a person who has been issued a permit to operate an ice cream sales vehicle who is regulated pursuant to the relative section of the Code of Ordinances of the city.

Site Plan means a detailed plan that includes property lines, adjacent rights-of-way, location of all Mobile Vending Units, parking areas and surface material, maneuvering areas and surface material, seating areas, and any other information reasonably required by the City Planner.

Texas Food Establishment Rules means 25 Texas Administrative Code Chapter 228, as amended.

Sec. 12-292. Requirements Applicable to all Mobile Food Vendors.

(a) It shall be unlawful for any person to operate as a Mobile Food Vendor within the jurisdictional limits of the City without a permit issued in accordance with this Article.

(b) A Commissary is required for a Mobile Food Vendor to operate within the jurisdictional limits of the City.

(c) Each Mobile Food Vendor operating within the jurisdictional limits of the City shall comply with the following regulations:

(1) Shall comply with all sections of the Texas Food Establishment Rules Section 228.221 for mobile food unit requirements.

(2) Display state and local operating permits at all times and in a conspicuous place where it can be read by the general public the following:

(i) A permit issued under this Article;

(ii) A health certificate issued in accordance with Article II of this Chapter; and

(iii) A Texas Sales and Use Tax Resale Certificate.

(3) Shall not operate on or within a public park, public right-of-way, or publicly owned property, unless an approved license or permit has been issued in conjunction with a Special Event Permit.

(4) Mobile Food Vendor employees must have successfully completed an accredited food handling training course in accordance with the Texas Food Establishment Rules.

(5) Unless as otherwise provided in the permit issued under this Article, Mobile Food Vendors may only operate between the hours of 7:00 a.m. to 10:00 p.m. Monday through Saturday and 10:00 a.m. to 10:00 p.m. on Sunday.

(6) Unless as otherwise provided on the Site Plan, the Mobile Food Vendor shall prepare, serve, store and display food and beverages on or in the Mobile Vending Unit itself; and shall not attach, set up, or use any other device or equipment intended to increase the selling, serving, storing or displaying capacity of the Mobile Vending Unit.

(7) Shall comply with all applicable federal, state, and local regulations, including, but not limited to, the requirements of this Article.

(8) Shall comply with City regulations relating to noise, odor, light, and general ordinance applicable to its operation.

(d) Each Mobile Food Unit operating within the jurisdictional limits of the City shall comply with the following regulations:

(1) Shall comply with all requirements of the applicable current adopted International Fire Code, Mobile Food Preparation Vehicles. In addition to applicable sanitary provisions applicable to its operation.

(2) Shall meet the following plumbing standards:

(i) All liquid waste shall be discharged to an approved sanitary sewage disposal system at the Commissary or through an authorized service provider. All used fats, oil, or grease shall be discharged to an approved grease interceptor at the Commissary or through an authorized service provider. Used fats, oils or grease shall not be discharged to any unauthorized food establishment grease interceptor.

(ii) Liquid waste shall not be discharged from the retention tank when the Mobile Vending Unit is open to the public or in the process of preparing food.

(iii) The waste connection shall be located below the water connection to preclude contamination of the potable water system.

(iv) Connections to a water or sewage system on site is prohibited.

(3) Placement.

(i) Shall have a minimum of ten (10) feet of separation between other mobile vendor units and storage of any materials or property around the Mobile Vending Unit.

(ii) Shall not be set up in a way that the Mobile Vending Unit, or its associated customer-queueing area, obstructs or interferes with fire lanes, traffic lanes, or parking spaces which are required for by an existing business or businesses.

(iii) Mobile Vending Units may not be located within one hundred 100 feet of the primary entrance of an open and operating fixed-location restaurant

(4) Shall be clearly marked with the Commissary's name, address, telephone number, e-mail address or display the name while in service within the City.

(5) Shall be movable by motorized or non-motorized means; and, may not be permanently affixed to a foundation or pad site.

(6) Unless as otherwise provided on the Site Plan, the Mobile Vending Unit, and any parking areas used by the Mobile Food Vendor for its customers, shall be located on a paved, improved surface. The City Engineer, or their designee, may approve a Site Plan which provides for all-weather surfaces, or when all-weather surfaces would be impractical or not provide public benefit, provide for alternate methods for use by the Mobile Vending Unit and parking areas used by the Mobile Food Vendor. Alternative methods may include, but are not limited to, portable spill berms, environmentally sensitive materials, and other methods to mitigate property damage and environmental hazards.

(e) Access to Restroom Facilities.

(1) Any Mobile Food Vendor that will be in one location for more than four (4) hours must submit to the City written proof of a restroom facility agreement that provides the availability of a fixed establishment restroom or a portable restroom facility for the use of the Mobile Food Vendor employees and customers located in a business establishment within one hundred fifty (150) feet of each location where the Mobile Vending Unit will be in operation.

(2) Proof of availability of a fixed establishment restroom shall be in the form of a written and notarized statement from the property owner, or owner's authorized agent, including the name, address, and telephone number of the property owner or authorized agent, and the type of business and hours of operation of the business, granting permission for the use of the facilities. If the business owner is a partnership or corporation, the statement shall include the name, address and telephone number of one of the partners or officers.

(3) Proof of availability of a portable restroom facility shall be in the form of a service contract, which includes a maintenance schedule, and a receipt showing the last maintenance performed.

(4) A copy of the records shall be immediately available for inspection by the Heath Authority on the Mobile Vending Unit.

(f) Prohibitions:

(1) Alcohol sales by Mobile Food Vendors from Mobile Vending Units is prohibited unless otherwise licensed by Texas Alcoholic Beverage Commission or permitted by state law.

(2) Drive-thru service from Mobile Vending Units is prohibited.

Sec. 12-293. Mobile Food Vendors on Private Property. In addition to the requirements set forth in Section 12-292, Mobile Vending Units located on private property must comply with the following:

(a) The private property must be located in a zoning district that allows restaurants, as defined by the City's Zoning Ordinance.

(b) The private property must be developed and improved and contain an existing permanent business operating in a building with a certificate of occupancy at all times while the Mobile Vending Unit occupies the property. Alternatively, a Mobile Food Vendor may operate from a Food Truck Park site that is designed and intended for mobile food use as the primary use of the property.

(c) Electricity shall be from a generator and the Mobile Food Vendor shall utilize electrical cords in conformance with the National Electrical Code and the International Code Council Electrical Code, as adopted and amended by the City.

(d) The Mobile Food Vendor must submit with the permit application written authorization or other suitable documentation showing that the owner of the property, or the owner's authorized agent, consents to the Mobile Food Vendor operating on said property.

(e) Any permanent structure will require a building permit and be subject to any applicable regulations.

(f) Two sandwich board signs may safely be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.

Sec. 12-294. Mobile Food Vendors on Construction Sites. For subdivisions or sites in any zoning districts that are actively under construction and have not yet been issued a Certificate of Occupancy, a Mobile Food Vendor may operate for not more than one (1) hour.

Sec. 12-295. Mobile Food Vendor Permit Application. Each application for a permit required by this Article shall include the following information from the applicant for consideration:

(a) *Identification and Contact Information*.

(1) Identification number as shown on a current and valid government issued identification;

(2) Name, legal name of business or entity, business address, telephone number, and email address of the applicant; and

(3) If applicant is not the owner, name, legal name of business or entity, business address, telephone number, and email address of the owner;

(b) *Business Information*.

(1) State in which the business entity is filed and if applicable, copies of business formation documents, current listing of directors, partners, or principles, managers and owners (publicly traded companies are exempted); and

(2) If foreign, copy of permits or filings for foreign company to do business in Texas;

(c) *Food Description*. A description of the type of Edible Goods or the specific Edible Goods to be vended;

(d) *Itinerary and Location*. Address(es) and location plan or diagram of sales locations;

(e) *Unit Information*: Vehicle identification number, license plate number, description of Mobile Vending Unit, and description of attached signage;

(f) *Property Owner Information*.

(1) Signed and notarized permission from all private property owners where the Mobile Vending Unit will be stationed; and

(2) If the Mobile Vending Unit will be placed in one (1) location for more than four (4) hours, a written agreement from a business within one hundred fifty (150) feet for employees of the Mobile Food Vendor to have use of flushable restrooms (or other facilities as approved by the Health Authority) during hours of operation;

(g) Copies of the following:

(1) A health certificate issued in accordance with Article II of this Chapter for the Mobile Vending Unit;

(2) Food Manager Certification;

(2) Proof of motor vehicle insurance for each vehicle and authorized driver to be used in the mobile food vending operation;

(3) Site Plan approved by the City Engineer, or his designee; and

(4) A valid copy of the applicant's Sales and Use Tax Resale Certificate and a written affidavit acknowledging sales made within the City will be designated on the individual's sales tax returns;

(h) *Water/Wastewater*.

(1) Proof of water/wastewater service; and

(2) Documentation indicating the volume capacity of any required water and wastewater storage tanks either on the tank itself or in writing;

(i) *Commissary Agreement*. A notarized statement from the owner of the Commissary stating that the Mobile Food Vendor and Mobile Vending Unit use the facility as its base of operation and providing the address and food establishment permit number of the facility; and

(j) *Other*. Any other information reasonably required by the Health Authority in order to ensure compliance with local ordinances.

Sec. 12-296. Mobile Food Vendor Permits.

(a) *Permit Determinations*. The City will evaluate the data furnished by the applicant and may require additional information. Within ten (10) business days of receipt of a completed permit application, the City will determine whether or not to issue a Mobile Food Vendor permit. The City may deny an application for a permit on any of the following grounds:

(1) Failing to provide all of the information required by the City;

(2) The applicant's past record of ordinance violations;

(3) Safety record of the applicant or any driver, based on such things as civil and criminal lawsuits and violations of environmental laws and ordinances; or

(4) Providing false, misleading or inaccurate information to the City.

(b) *Fee*. The application fee for a permit required by this Article is $250.00. Each Mobile Vending Unit shall be separately permitted.

(c) *Transferability*. Permits are nontransferable.

(d) *Permit Term*. Permits are valid for one (1) year from the date they are issued. Once expired, a Mobile Food Vendor must submit a new permit application for review and reinspection.

(e) Permit fees will not be prorated. Other fees related to the construction of a Food Truck Park will be required during the review and construction of the Food Truck Park.

Sec. 12-297. Permit Revocation and Appeal.

(a) The Health Authority may revoke a permit issued under this ordinance by a Mobile Food Vendor if the permit holder or the permit holder's employee:

(1) Commits critical or repeated violations of this Article or other applicable law;

(2) Knowingly provides false information on an application;

(3) Interferes with the Health Authority in the performance of their duties;

(4) If a permitted establishment under this Article changes ownership and there are violations that must be corrected to meet applicable standards.

(b) Before revoking a permit, the City shall provide the permit holder or person in charge with written notice of the pending permit revocation. The written notice shall include:

(1) The reason(s) the permit is subject to revocation.

(2) If applicable:

(i) The date on which the permit is scheduled to be revoked.

(ii) A statement that the permit will be revoked on the scheduled date unless the permit holder files a written request for a meeting with the City no later than the tenth (10th) day after the date the notice is served.

(c) The applicant may appeal the revocation of a permit by submitting a written request for appeal along with any evidence supporting the appeal to the City Council within ten (10) days of receiving the notice of revocation. The City Council will make a decision within a reasonable time of receipt of the appeal, but no later than thirty (30) days after receipt. The City Council's decision shall be final.

Sec. 12-298. Inspections. Mobile Vending Units are subject to inspection by the Health Authority any time the vehicle is operating within the City.

Sec. 12-299. Exemptions.

The provisions of this Article shall not apply any Mobile Food Vendor selling ice cream pursuant to a valid permit issued under Chapter 13."

SECTION 2. That all ordinances of the City of Duncanville, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Duncanville, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

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, Texas 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.

SECTION 6. That this ordinance shall take effect from and after its passage and the publication of the caption as the law and Charter in such cases provide.

SECTION 7. This Ordinance shall take effect immediately upon adoption.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 16th day of November, 2021.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Consider a Resolution supporting and adopting the City of Duncanville Investment Policy.

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:
Edena J. Atmore, CPA, Managing Director, Financial Service

BACKGROUND/HISTORY:
The Investment Policy guides investments and internal controls surrounding investment activity. Our investment advisor, Valley View Investments, reviews our policy annually to ensure compliance with the Public Funds Investment Act (PFIA). The contract with Valley View Investments is renewed periodically by City Council. The policy presented for Council consideration contains minor wording changes, and both a "red-line/marked change" version and a clean version are provided for Council review.

Some minor modifications include, but are not limited to, the changes to Section 5 regarding investment responsibility and delegation of authority, deletion of a paragraph in Section 7 regarding diversification, and substitution of the words "Investment Officer" for "City" in Section 6.1.5 to comply with PFIA.

POLICY EXPLANATION:
The investment policy is reviewed annually by the City's investment advisors and the Financial Services Director for compliance with PFIA and any other process and wording changes. The Investment Policy is then presented to the City Council for review and approval. The City's authorized and trained or in training (semi-annual PFIA training) investment officers are the Managing Director of Financial Services, Edena Atmore, the Economic Development Director, Gus Garcia, and the Senior Accountant, Georgia West. Internal controls require all funds being invested be approved by the City Manager or the Assistant City Manager.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:

Attachment 1 - Investment Policy 2021 08 09 Duncanville Proposed Changes
Attachment 2 - Resolution No. - 2021-081 - Investment Policy - 2021

ATTACHMENT 1

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CITY OF DUNCANVILLE, TEXAS

INVESTMENT POLICY

October 2021~~0~~ – September 2022~~1~~

Prepared by the Financial Services ~~e~~Department

ATTACHMENT 1

EXHIBIT A

CITY OF DUNCANVILLE, TEXAS
INVESTMENT POLICY

PREFACE

It is the policy of the City of Duncanville (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, and adopted Investment Policy. The City will invest public funds in a manner which will provide the safety of principal~~maximum security~~ and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code [the "Act"]) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement to define, adopt and review a formal investment strategy and policy.

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CITY OF DUNCANVILLE
INVESTMENT POLICY

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Attachments:

A. Investment Strategy Statement
B. Certification of Business Organization Sample Form
C. Authorized Broker/Dealers

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INVESTMENT POLICY

1. **PURPOSE.** The purpose of this investment policy (the Policy) is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety, liquidity, rate of return, and public trust for all investment activities.

2. **INVESTMENT STRATEGY.** The City maintains a comprehensive and proactive cash management program which is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of Investment Officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of alternatives offering independent returns. This strategy uses financial institution demand deposits, ~~and~~ local government investment pools and money market mutual funds to achieve cash equivalent liquidity. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1. **The primary investment strategy and objectives** of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- A market rate of return on the investment portfolio; and
- Public trust.

2.2. **The list of investments authorized** by this Policy intentionally excludes some investments allowed by State law. The restrictions limit possible credit risk, increase individual security marketability, and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time, based upon a cash requirement projection, the City will consider the following strategies:

2.2.1. **Strategy No. 1.** Maintaining liquidity through the use of financial institution deposits, local government investment pools and money market mutual funds as authorized by this Policy. An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority match those objectives of the Act. Funds are usually available from investment pools on a next-day basis, meaning the pools have a high degree of liquidity.

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Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by State law. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Strategy No. 2.** Building a ladder of Investment Policy authorized investments with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- All investments remain within the approved maturity horizon;
- It will assure the City that it will capture a reasonable portion of the yield curve; and,
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Strategy No. 3.** Utilizing the services of an independent, third-party investment advisor on a periodic basis that would enable the City to achieve a competitive rate of return on the funds available for longer-term investment.

2.2.4. **Strategy No. 4.** The City will utilize five general investment strategies designed to address the unique characteristics of specific fund-types (detailed strategies are presented in Attachment A):

- Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio which will experience minimal volatility during economic cycles.
- Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s).
- Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund.
- Investment strategies for special projects and capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.
- The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law. During the temporary period, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and

market conditions to achieve compliance with the applicable regulations.

2.2.5. **Strategy No. 5 - Hold until Maturity.** The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell or redeem an investment prior to maturity. Should it become necessary to sell or redeem an investment prior to maturity, the prior written consent of the City Manager must be obtained.

2.2.6. **Strategy No. 6 - Pooling of Deposits and Investments.** Most demand deposits of the City will be concentrated with one central depository. This procedure will maximize the City's ability to pool cash for investment purposes, and provide more manageable banking relationships.

2.2.7. **Strategy No. 7 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a primary depository contract which will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.8. **Strategy No. 8 - Single Pooled Fund Group.** A single pooled fund group, as defined in this Policy, may be utilized at the discretion of the Investment Officers. However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.

2.2.9. **Strategy No. 9 - Maximizing Investible Cash Balances.** Procedures shall be established and implemented in order to maximize investible cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. **SCOPE.** The Investment Policy shall govern the investment of all financial assets considered to be part of the City and includes the following separately invested funds or fund types: General Fund, Utility Fund, Debt Service Fund, Capital Projects Fund, Self-Insurance Funds, Asset Forfeiture Fund, Special Revenue Funds, and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This Policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. In addition to this Policy, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. **INVESTMENT OBJECTIVES.** Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written

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administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1. **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized investments as defined in this Policy, by qualifying the financial institutions with which the City will transact, and by portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.2. **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. An investment may be liquidated or redeemed prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.3. **Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner which seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4. **Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All ~~-~~City employees having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. **INVESTMENT RESPONSIBILITY.** As provided in this Policy, the daily operation and management of the City's investments are the responsibility of the following persons.

5.1 **Delegation of Authority.** The ~~City Manager~~Managing Director of Financial Services, ~~Assistant City Manager~~Economic Development Director, ~~Finance Director~~, and ~~Assistant Finance Director~~Senior Accountant shall be Investment Officers and are authorized to deposit, withdraw, invest, transfer, or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Finance Director, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit

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All I/Os getting PFIA training?

delegation of authority to persons responsible for investment transactions. No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of involved City employees. The system of controls shall be designed to provide reasonable assurance that assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

(1) the cost of a control should not exceed the benefits likely to be derived; and,
(2) the valuation of costs and benefits requires estimates and judgments by management.

The Finance Director shall be designated as the primary Investment Officer for the City and shall be responsible for investment decisions and activities under the direction of the City Manager. The Finance Director may delegate any phase of the investment program to the Assistant Finance Director. However, ultimate responsibility for investment decisions will rest with the Finance Director. Commitment of financial and staffing resources in order to optimize investment return through active portfolio management shall be the responsibility of the City Council.

5.2 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent person" rule, which states, "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." In determining whether ~~the~~ an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 The investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written Investment Policy and procedures of the City.

5.3 **Due Diligence.** ~~The~~ An Investment Officer, acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

5.4 **Ethical Standards and Conflicts of Interest.** All City employees having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from

personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with a depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity (affiliation) to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5 **Training.** The City shall provide periodic training in investments for the Investment Officers through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officers. The Investment Officers shall accrue at least ten (10) hours of instruction relating to the Officer's responsibility under the Act within twelve (12) months after assuming duties, and not less than once every two years that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, accrue an additional eight (8) hours of training. The Government Finance Officers Association, Government Finance Officers Association of Texas, the Government Treasurers' Organization of Texas, the Texas Municipal League, the University of North Texas, and the North Central Texas Council of Governments are approved as independent training sources.

6. **AUTHORIZED INVESTMENTS.** As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk - credit risk and interest rate risk. Credit risk is the risk associated with the failure of an investment issuer or backer. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

At least quarterly, the Investment Officers shall monitor market values and issuer ratings obtained from independent news sources, business organizations or portfolio reporting services. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, the City is not required to liquidate investments that were authorized at the time of purchase.

6.1 **Authorized and Acceptable Investments.** –The authorized list of investment instruments is as follows:

6.1.1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding mortgage-backed securities.

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6.1.2. Direct obligations of the State of Texas, or its agencies and instrumentalities.

6.1.3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, but excluding mortgage-related securities.

Commented [RL2]: Previously, the City has not authorized local government municipal bonds.

6.1.4. Financial Institution Deposits. Certificates of deposit and other evidences of deposit at a financial institution that: a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or National Credit Union Share Insurance Fund or its successor, b) is secured in a manner and amount provided by law and in accordance with 10.2 Collateralization, or c) is executed through a depository institution or broker that meets the requirements of the Act.

6.1.5. Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council;
- the pool shall have furnished the City ~~Investment Officer~~ an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the City ~~Investment Officer~~ investment transaction confirmations with respect to all investments made with it;
- the pool shall furnish to the City ~~Investment Officer~~ monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than “AAA” or “AAA-m” or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool’s investment objectives shall be to maintain a stable net asset value of one dollar ($1.00); and
- the pool’s investment philosophy and strategy are consistent with this Policy.

6.1.6. Repurchase Agreements, Reverse Repurchase Agreements, Bankers’ Acceptances, and Commercial Paper. These investments are authorized for the City to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests. Only fully collateralized direct repurchase agreements with the City’s ~~Bank~~ Primary Depository are authorized City investments. All

City repurchase agreement transactions shall be governed by a signed repurchase agreement. Repurchase agreements must also be secured in accordance with State law as described in Section 10.

6.1.7. Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity in compliance with regulations;
- the investment objectives include the maintenance of a stable net asset value of one dollar ($1.0000) per share; and
- the fund is continuously rated no lower than "AAAm" or an equivalent rating by at least one nationally recognized rating service.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

6.2. **Investment Instruments NOT Authorized.** State law specifically prohibits investment in the following securities:

6.2.1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

6.2.2. An obligation whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

6.2.3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

6.2.4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. **DIVERSIFICATION.** Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of investments, where appropriate.

The longer the maturity of investments, the greater their potential price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term investments in order to limit principal risks caused by change in interest rates. The City

will attempt to match its investments with anticipated cash flow requirements and maximum maturities outlined in Appendix A Investment Strategy Statement. ~~Unless matched to a specific cash flow (including the anticipated cash flow requirements of bond proceeds within the temporary period), the City will not directly invest in investments maturing more than two (2) years from the date of purchase.~~ However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officers so that maturities of investments shall be timed to coincide with projected cash flow needs.

~~The entire City portfolio, or single pooled fund group if utilized, shall maintain a maximum average dollar weighted maturity, based on the stated maturity date, of less than two hundred seventy (270) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed two (2) years.~~

8. AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS. Financial institutions (federally insured banks) with and through whom the City invests shall be authorized by State laws and this Policy. Broker/dealers and investment advisors authorized to provide investment services to the City shall include only those authorized by the City Council. All primary depository banking services will be governed by a depository contract awarded by the City Council. In addition, the Finance Director ~~of Finance~~ shall maintain a list of authorized brokers/dealers and investment pools that are authorized by the City Council. In order to create a competitive pricing environment for each investment transaction, the City shall compare alternatives from multiple authorized investment providers.

8.1 All organizations with whom the City does investment-related business (including financial institutions, broker/dealers, advisors, and pools) must supply the following, as appropriate: (1) audited financial statements; (2) proof of Financial Industry Regulatory Authority (FINRA) certification; (3) proof of State registration; (4) completed broker/dealer questionnaire.

Local government investment pools and discretionary investment management firms shall provide certification of having read the City's Investment Policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization in accordance with the Act.

8.2 **Primary Depository.** Selection Criteria for Primary Depository shall include the following: (1) the financial institution must be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF); (2) the

financial institution must be incorporated under the laws of the State of Texas or of the United States of America; and (3) the financial institution must be located within the corporate boundaries of the City. Primary Depositories located outside the City limits, but within Dallas County may be eligible, provided the financial institution maintains a place of business within the State of Texas and offers within the State the services required by the primary depository services contract; and the City Council has adopted a written policy expressly permitting the consideration of applications received by the City from a financial institution that is located outside the City, after taking into consideration what is in the best interest of the City in establishing a primary depository.

8.3 **Monitoring Investments**. The Investment Officers of the City are responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. **DELIVERY VERSUS PAYMENT.** It is the policy of the City that all security transactions entered into with the City shall be conducted on a "**DELIVERY VERSUS PAYMENT"** (DVP) basis through the Federal Reserve System, or similar system. By doing this, City funds are not released until the City has received, through the ~~Federal Reserve wire~~settlement system, the securities purchased. The City shall authorize its safekeeping bank to release funds only after the safekeeping bank has received the purchased security in the safekeeping account of the City.

10. **SAFEKEEPING AND COLLATERALIZATION**

10.1 **Safekeeping and Collateralization.** All securities owned by the City shall be held by a third-party safekeeping agent selected by the City. The collateral for ~~bank~~ financial institution deposits will be held and pledged to the City in the ~~bank's~~ institution's trust department, in a Federal Reserve Bank account in an account in the City's name, or a third-party custodian~~bank~~, at the City's discretion. ~~Original safekeeping~~Pledge receipts shall be obtained and held by the City. ~~The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure uninsured deposits.~~

10.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a financial institution not fully insured. The market value of the pledged securities~~investments~~ securing the deposit of funds shall be at least equal to 102% of the amount of the deposits of funds plus accrued interest, with the exception of deposits secured with irrevocable letters of credit at 100% of amount, reduced to the extent that the deposits are insured ~~by the FDIC~~. Securities pledged as collateral shall be held by an independent third-party approved by the City and governed by a current custodial agreement. The agreement is to specify the acceptable securities as collateral, including provisions relating to possession of the collateral, the substitution or release of securities,

ownership of securities, and the method of valuation of securities. The agreement must clearly state that the custodial bank is instructed to release pledged securities to the City in the event the City has determined that the depository bank has failed to pay as requested by the City, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of pledge, e.g., pledge receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five (5) years must be approved by an Investment Officer before the transaction is completed. Release of collateral must be approved in writing by an Investment Officer.

10.2.1 The City may accept the following securities as collateral for financial institution deposits:

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- secured by obligations that are eligible for pledge as described in the Public Funds Collateral Act: or
- secured by a letter of credit issued by the United States or its agencies and instrumentalities.

10.2.2 Financial institutions with which the City invests or maintains other deposits shall provide monthly, and as requested by an Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, CUSIP, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

10.3 **Collateralized Deposits.** Consistent with the requirements of State law, the City requires all financial institution deposits to be federally insured or collateralized with eligible instruments. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

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11. **INTERNAL CONTROL.** The Finance Managing Director of Financial Services ~~Director of Finance~~ shall establish a system of written internal controls. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established Investment Policy.

12. **PERFORMANCE.** The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and cash flow requirements of the City. This Investment Policy establishes "weighted average yield to maturity" as the standard portfolio performance measurement.

13. **REPORTING.** The Managing Director of Financeial Services ~~Director of Finance~~ shall submit a quarterly investment report, signed by all Investment Officers, that summarizes current market conditions, economic developments, and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter and describe the portfolio in terms of investments, maturities, risk characteristics, and shall explain the investment return for the quarter.

13.1 **Annual Report.** The ~~Finance~~ Managing Directorr of Financial Services ~~of Finance~~ shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. In conjunction with the annual audit, the quarterly reports prepared by the Finance Director ~~of Finance~~ shall be formally reviewed by the City's independent auditor, and the result of the review shall be reported to the City Council by that auditor. Said results may be included in the full annual audit report.

13.2 **Methods.** The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to this Policy. The report will be provided to the City Council. The report will include the following:

13.2.1 A listing of individual investments held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;

13.2.2. Book and market value of each separately invested asset at the end of the reporting period by type of asset and fund type invested;

13.2.3 Fully accrued interest for the reporting period;

13.2.4 Average weighted yield to maturity of the portfolio as compared to applicable benchmarks;

13.2.5 Listing of investments by maturity date;

13.2.6 The percentage of the total portfolio which each type of investment represents; and

13.2.7 Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

14. **INVESTMENT POLICY ADOPTION AND AMENDMENT.** The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations, and needs of the City. The City Council, not less than annually, shall adopt a written instrument stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to either the Policy or strategies.

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CITY OF DUNCANVILLE, TEXAS
Investment Policy

Investment Strategy Statement

Operating Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ~~a quarter of a percentage point~~ ten basis points will define an efficient secondary market.

Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

City of Duncanville Internal Investment Pool

Suitability - Any investment eligible in the Investment Policy is suitable for the Internal Investment Pool.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing weighted average days to maturity for the Internal Investment Pool to less than 270 days and restricting the

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maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ~~a quarter of a percentage point~~ten basis points will define an efficient secondary market.

Liquidity – The Internal Investment Pool has moderate liquidity needs. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

Debt Service Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions influence the attractiveness of fully extending a maturity to the next "unfunded" payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may

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provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment's market risk if the City's debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or two years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

Marketability - Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Liquidity – Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City's debt holders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

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Special Project and Capital Project Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Special Project and Capital Project Funds.

Safety of Principal – All investments will be of high quality with no perceived default risk. Market fluctuations may occur. However, by restricting the maximum maturity to two years and by managing Special Project and Capital Project Funds to balance the short term and long term anticipated cash flow requirements, the market risk of the portfolio will be minimized.

Marketability - The balancing of short-term and long-term cash flow needs requires the short-term portion of the Special Project and Capital Project Funds portfolio to have securities with active and efficient secondary markets. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ~~a quarter of a percentage point~~ten basis points will define an efficient secondary market. Securities with less active and efficient secondary markets are acceptable for the long-term portion of the portfolio.

Liquidity - Special Project and Capital Project Funds used as part of a CIP plan or scheduled repair and replacement program are reasonably predictable. However, unanticipated needs or emergencies may arise. Selecting Investment maturities that provide greater cash flow than the anticipated needs will reduce the liquidity risk of unanticipated expenditures.

Diversification - Investment maturities should blend the short-term and long-term cash flow needs to provide adequate liquidity, yield enhancement and stability. A "barbell" maturity ladder may be appropriate.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio structures is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

Bond Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Bond Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Bond Funds to not exceed the shorter of two years or the anticipated expenditure schedule the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between

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the bid and offer prices of a particular security-type of less than ~~a quarter of a percentage point~~ten basis points will define an efficient secondary market.

Liquidity – Bond Funds used for capital improvement programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Cash equivalent investments will provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for construction, loan and bond proceeds. Generally, when investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective for non-borrowed funds.

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Attachment B

CITY OF DUNCANVILLE, TEXAS
Investment Policy

[SAMPLE]
TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Duncanville, Texas (the "City") and _____ (the Business Organization), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the City as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and

3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the Business Organization has accepted discretionary investment authority.

Qualified Representative of Business Organization

Firm: _____
Signature _____
Printed Name: _____
Title: _____
Date: _____

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Attachment C

CITY OF DUNCANVILLE, TEXAS
Authorized Broker/Dealers

1. Duncan Williams
2. FHN Financial
3. Hilltop Securities
4. Multi-Bank Securities
5. Great Pacific Securities
6. Wells Fargo

RESOLUTION NO. 2021-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AND ADOPTING THE CITY OF DUNCANVILLE INVESTMENT POLICY.

WHEREAS, the City of Duncanville reviews its Investment Policy annually; and,

WHEREAS, as a result of such review the City has determined that sound fiscal management requires the management of municipal funds in order to protect principal while maximizing yield.

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

SECTION 1. That the City of Duncanville Investment Policy attached hereto as Exhibit A is hereby approved and adopted.

SECTION 2. 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 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall become effective immediately upon its passage.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

CITY OF DUNCANVILLE, TEXAS

INVESTMENT POLICY

October 2021 – September 2022

Prepared by the Financial Services Department

EXHIBIT A

CITY OF DUNCANVILLE, TEXAS
INVESTMENT POLICY

PREFACE

It is the policy of the City of Duncanville (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, and adopted Investment Policy. The City will invest public funds in a manner which will provide the safety of principal and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code [the "Act"]) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement to define, adopt and review a formal investment strategy and policy.

EXHIBIT A

CITY OF DUNCANVILLE
INVESTMENT POLICY

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Attachments:

A. Investment Strategy Statement
B. Certification of Business Organization Sample Form
C. Authorized Broker/Dealers

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INVESTMENT POLICY

1. **PURPOSE.** The purpose of this investment policy (the Policy) is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety, liquidity, rate of return, and public trust for all investment activities.

2. **INVESTMENT STRATEGY.** The City maintains a comprehensive and proactive cash management program which is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of Investment Officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of alternatives offering independent returns. This strategy uses financial institution demand deposits, local government investment pools and money market mutual funds to achieve cash equivalent liquidity. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1. **The primary investment strategy and objectives** of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- A market rate of return on the investment portfolio; and
- Public trust.

2.2. **The list of investments authorized** by this Policy intentionally excludes some investments allowed by State law. The restrictions limit possible credit risk, increase individual security marketability, and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time, based upon a cash requirement projection, the City will consider the following strategies:

2.2.1. **Strategy No. 1.** Maintaining liquidity through the use of financial institution deposits, local government investment pools and money market mutual funds as authorized by this Policy. An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority match those objectives of the Act. Funds are usually available from investment pools on a next-day basis, meaning the pools have a high degree of liquidity.

Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by State law. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Strategy No. 2.** Building a ladder of Investment Policy authorized investments with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- All investments remain within the approved maturity horizon;
- It will assure the City that it will capture a reasonable portion of the yield curve; and,
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Strategy No. 3.** Utilizing the services of an independent, third-party investment advisor on a periodic basis that would enable the City to achieve a competitive rate of return on the funds available for longer-term investment.

2.2.4. **Strategy No. 4.** The City will utilize five general investment strategies designed to address the unique characteristics of specific fund-types (detailed strategies are presented in Attachment A):

- Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio which will experience minimal volatility during economic cycles.
- Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s).
- Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund.
- Investment strategies for special projects and capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.
- The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law. During the temporary period, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and

market conditions to achieve compliance with the applicable regulations.

2.2.5. **Strategy No. 5 - Hold until Maturity**. The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell or redeem an investment prior to maturity. Should it become necessary to sell or redeem an investment prior to maturity, the prior written consent of the City Manager must be obtained.

2.2.6. **Strategy No. 6 - Pooling of Deposits and Investments.** Most demand deposits of the City will be concentrated with one central depository. This procedure will maximize the City's ability to pool cash for investment purposes, and provide more manageable banking relationships.

2.2.7. **Strategy No. 7 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a primary depository contract which will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.8. **Strategy No. 8 - Single Pooled Fund Group.** A single pooled fund group, as defined in this Policy, may be utilized at the discretion of the Investment Officers. However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.

2.2.9. **Strategy No. 9 - Maximizing Investible Cash Balances.** Procedures shall be established and implemented in order to maximize investible cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. **SCOPE.** The Investment Policy shall govern the investment of all financial assets considered to be part of the City and includes the following separately invested funds or fund types: General Fund, Utility Fund, Debt Service Fund, Capital Projects Fund, Self-Insurance Funds, Asset Forfeiture Fund, Special Revenue Funds, and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This Policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. In addition to this Policy, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. **INVESTMENT OBJECTIVES.** Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written

administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1. **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized investments as defined in this Policy, by qualifying the financial institutions with which the City will transact, and by portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.2. **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. An investment may be liquidated or redeemed prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.3. **Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner which seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4. **Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All City employees having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. **INVESTMENT RESPONSIBILITY.** As provided in this Policy, the daily operation and management of the City's investments are the responsibility of the following persons.

5.1 **Delegation of Authority.** The Managing Director of Financial Services, Economic Development Director, , and Senior Accountant shall be Investment Officers and are authorized to deposit, withdraw, invest, transfer, or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Finance Director, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No

persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of involved City employees. The system of controls shall be designed to provide reasonable assurance that assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

(1) the cost of a control should not exceed the benefits likely to be derived; and,
(2) the valuation of costs and benefits requires estimates and judgments by management.

The Finance Director shall be designated as the primary Investment Officer for the City and shall be responsible for investment decisions and activities under the direction of the City Manager. The Finance Director may delegate any phase of the investment program to the Assistant Finance Director. However, ultimate responsibility for investment decisions will rest with the Finance Director. Commitment of financial and staffing resources in order to optimize investment return through active portfolio management shall be the responsibility of the City Council.

5.2 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent person" rule, which states, "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 The investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written Investment Policy and procedures of the City.

5.3 **Due Diligence.** An Investment Officer, acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

5.4 **Ethical Standards and Conflicts of Interest.** All City employees having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment

program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with a depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity (affiliation) to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5 **Training.** The City shall provide periodic training in investments for the Investment Officers through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officers. The Investment Officers shall accrue at least ten (10) hours of instruction relating to the Officer's responsibility under the Act within twelve (12) months after assuming duties, and not less than once every two years that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, accrue an additional eight (8) hours of training. The Government Finance Officers Association, Government Finance Officers Association of Texas, the Government Treasurers' Organization of Texas, the Texas Municipal League, the University of North Texas, and the North Central Texas Council of Governments are approved as independent training sources.

6. **AUTHORIZED INVESTMENTS.** As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk - credit risk and interest rate risk. Credit risk is the risk associated with the failure of an investment issuer or backer. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

At least quarterly, the Investment Officers shall monitor market values and issuer ratings obtained from independent news sources, business organizations or portfolio reporting services. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, the City is not required to liquidate investments that were authorized at the time of purchase.

6.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments is as follows:

6.1.1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding mortgage-backed securities.

6.1.2. Direct obligations of the State of Texas, or its agencies and instrumentalities.

6.1.3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, but excluding mortgage-related securities.

6.1.4. Financial Institution Deposits. Certificates of deposit and other evidences of deposit at a financial institution that: a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or National Credit Union Share Insurance Fund or its successor, b) is secured in a manner and amount provided by law and in accordance with 10.2 Collateralization, or c) is executed through a depository institution or broker that meets the requirements of the Act.

6.1.5. Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council;
- the pool shall have furnished the City an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the City investment transaction confirmations with respect to all investments made with it;
- the pool shall furnish to the City monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than “AAA” or “AAA-m” or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool’s investment objectives shall be to maintain a stable net asset value of one dollar ($1.00); and
- the pool’s investment philosophy and strategy are consistent with this Policy.

6.1.6. Repurchase Agreements, Reverse Repurchase Agreements, Bankers’ Acceptances, and Commercial Paper. These investments are authorized for the City to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests. Only fully collateralized direct repurchase agreements with the City’s Primary Depository are authorized City investments. All City repurchase agreement transactions shall be governed by a signed repurchase

agreement. Repurchase agreements must also be secured in accordance with State law as described in Section 10.

6.1.7. Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity in compliance with regulations;
- the investment objectives include the maintenance of a stable net asset value of one dollar ($1.0000) per share; and
- the fund is continuously rated no lower than "AAAm" or an equivalent rating by at least one nationally recognized rating service.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

6.2. **Investment Instruments NOT Authorized.** State law specifically prohibits investment in the following securities:

6.2.1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

6.2.2. An obligation whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

6.2.3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

6.2.4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. **DIVERSIFICATION.** Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of investments, where appropriate.

The longer the maturity of investments, the greater their potential price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term investments in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements and

maximum maturities outlined in Appendix A Investment Strategy Statement. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officers so that maturities of investments shall be timed to coincide with projected cash flow needs.

8. AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS. Financial institutions (federally insured banks) with and through whom the City invests shall be authorized by State laws and this Policy. Broker/dealers and investment advisors authorized to provide investment services to the City shall include only those authorized by the City Council. All primary depository banking services will be governed by a depository contract awarded by the City Council. In addition, the Finance Director shall maintain a list of authorized brokers/dealers and investment pools that are authorized by the City Council. In order to create a competitive pricing environment for each investment transaction, the City shall compare alternatives from multiple authorized investment providers.

8.1 All organizations with whom the City does investment-related business (including financial institutions, broker/dealers, advisors, and pools) must supply the following, as appropriate: (1) audited financial statements; (2) proof of Financial Industry Regulatory Authority (FINRA) certification; (3) proof of State registration; (4) completed broker/dealer questionnaire.

Local government investment pools and discretionary investment management firms shall provide certification of having read the City's Investment Policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization in accordance with the Act.

8.2 **Primary Depository.** Selection Criteria for Primary Depository shall include the following: (1) the financial institution must be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF); (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America; and (3) the financial institution must be located within the corporate boundaries of the City. Primary Depositories located outside the City limits, but within Dallas County may be eligible, provided the financial institution maintains a place of business within the State of Texas and offers within the State the services required by the primary depository services contract; and the City Council has adopted a written policy expressly permitting the consideration of applications received by the City from a financial institution that is located outside the City, after taking into consideration what is in the best interest of the City in establishing a primary depository.

8.3 **Monitoring Investments**. The Investment Officers of the City are responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. **DELIVERY VERSUS PAYMENT.** It is the policy of the City that all security transactions entered into with the City shall be conducted on a "**DELIVERY VERSUS PAYMENT"** (DVP) basis through the Federal Reserve System, or similar system. By doing this, City funds are not released until the City has received, through the settlement system, the securities purchased. The City shall authorize its safekeeping bank to release funds only after the safekeeping bank has received the purchased security in the safekeeping account of the City.

10. **SAFEKEEPING AND COLLATERALIZATION**

10.1 **Safekeeping and Collateralization.** All securities owned by the City shall be held by a third-party safekeeping agent selected by the City. The collateral for financial institution deposits will be held and pledged to the City in the institution's trust department, in a Federal Reserve Bank account in an account in the City's name, or a third-party custodian, at the City's discretion. Pledge receipts shall be obtained and held by the City.

10.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a financial institution not fully insured. The market value of the pledged securities securing the deposit of funds shall be at least equal to 102% of the amount of the deposits of funds plus accrued interest, with the exception of deposits secured with irrevocable letters of credit at 100% of amount, reduced to the extent that the deposits are insured. Securities pledged as collateral shall be held by an independent third-party approved by the City and governed by a current custodial agreement. The agreement is to specify the acceptable securities as collateral, including provisions relating to possession of the collateral, the substitution or release of securities, ownership of securities, and the method of valuation of securities. The agreement must clearly state that the custodial bank is instructed to release pledged securities to the City in the event the City has determined that the depository bank has failed to pay as requested by the City, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of pledge, e.g., pledge receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five (5) years must be approved by an Investment Officer before the transaction is completed. Release of collateral must be approved in writing by an Investment Officer.

10.2.1 The City may accept the following securities as collateral for financial institution deposits:

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- secured by obligations that are eligible for pledge as described in the Public Funds Collateral Act: or
- secured by a letter of credit issued by the United States or its agencies and instrumentalities.

10.2.2 Financial institutions with which the City invests or maintains other deposits shall provide monthly, and as requested by an Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, CUSIP, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

10.3 **Collateralized Deposits**. Consistent with the requirements of State law, the City requires all financial institution deposits to be federally insured or collateralized with eligible instruments. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

11. **INTERNAL CONTROL.** The Finance Managing Director of Financial Services shall establish a system of written internal controls. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established Investment Policy.

12. **PERFORMANCE.** The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and cash flow

requirements of the City. This Investment Policy establishes "weighted average yield to maturity" as the standard portfolio performance measurement.

13. **REPORTING.** The Managing Director of Financial Services shall submit a quarterly investment report, signed by all Investment Officers, that summarizes current market conditions, economic developments, and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter and describe the portfolio in terms of investments, maturities, risk characteristics, and shall explain the investment return for the quarter.

13.1 **Annual Report.** The Managing Director of Financial Services shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. In conjunction with the annual audit, the quarterly reports prepared by the Finance Director shall be formally reviewed by the City's independent auditor, and the result of the review shall be reported to the City Council by that auditor. Said results may be included in the full annual audit report.

13.2 **Methods.** The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to this Policy. The report will be provided to the City Council. The report will include the following:

13.2.1 A listing of individual investments held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;

13.2.2. Book and market value of each separately invested asset at the end of the reporting period by type of asset and fund type invested;

13.2.3 Fully accrued interest for the reporting period;

13.2.4 Average weighted yield to maturity of the portfolio as compared to applicable benchmarks;

13.2.5 Listing of investments by maturity date;

13.2.6 The percentage of the total portfolio which each type of investment represents; and

13.2.7 Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

EXHIBIT A

14. **INVESTMENT POLICY ADOPTION AND AMENDMENT.** The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations, and needs of the City. The City Council, not less than annually, shall adopt a written instrument stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to either the Policy or strategies.

EXHIBIT A

Attachment A

CITY OF DUNCANVILLE, TEXAS
Investment Policy

Investment Strategy Statement

Operating Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market.

Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

City of Duncanville Internal Investment Pool

Suitability - Any investment eligible in the Investment Policy is suitable for the Internal Investment Pool.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing weighted average days to maturity for the Internal Investment Pool to less than 270 days and restricting the

maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market.

Liquidity – The Internal Investment Pool has moderate liquidity needs. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

Debt Service Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions influence the attractiveness of fully extending a maturity to the next "unfunded" payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may

provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment's market risk if the City's debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or two years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

Marketability - Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Liquidity – Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City's debt holders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

EXHIBIT A

Special Project and Capital Project Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Special Project and Capital Project Funds.

Safety of Principal – All investments will be of high quality with no perceived default risk. Market fluctuations may occur. However, by restricting the maximum maturity to two years and by managing Special Project and Capital Project Funds to balance the short term and long term anticipated cash flow requirements, the market risk of the portfolio will be minimized.

Marketability - The balancing of short-term and long-term cash flow needs requires the short-term portion of the Special Project and Capital Project Funds portfolio to have securities with active and efficient secondary markets. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ten basis points will define an efficient secondary market. Securities with less active and efficient secondary markets are acceptable for the long-term portion of the portfolio.

Liquidity - Special Project and Capital Project Funds used as part of a CIP plan or scheduled repair and replacement program are reasonably predictable. However, unanticipated needs or emergencies may arise. Selecting Investment maturities that provide greater cash flow than the anticipated needs will reduce the liquidity risk of unanticipated expenditures.

Diversification - Investment maturities should blend the short-term and long-term cash flow needs to provide adequate liquidity, yield enhancement and stability. A "barbell" maturity ladder may be appropriate.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio structures is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

Bond Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Bond Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Bond Funds to not exceed the shorter of two years or the anticipated expenditure schedule the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than ten basis points will define

an efficient secondary market.

Liquidity – Bond Funds used for capital improvement programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Cash equivalent investments will provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for construction, loan and bond proceeds. Generally, when investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective for non-borrowed funds.

EXHIBIT A

Attachment B

CITY OF DUNCANVILLE, TEXAS
Investment Policy

[SAMPLE]
TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Duncanville, Texas (the "City") and _____ (the Business Organization), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “Act”) in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the City as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and

3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the Business Organization has accepted discretionary investment authority.

Qualified Representative of Business Organization

Firm: _____
Signature _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT A

Attachment C

CITY OF DUNCANVILLE, TEXAS
Authorized Broker/Dealers

1. Duncan Williams
2. FHN Financial
3. Hilltop Securities
4. Multi-Bank Securities
5. Great Pacific Securities
6. Wells Fargo

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Receive the 2021 Comprehensive Plan Annual Report.

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:
Skye Thibodeaux, AICP - City Planner

BACKGROUND/HISTORY:
Destination Duncanville is the result of a 14-month planning process that included extensive research and analysis, visioning, public engagement, and strategizing with a variety of individuals and entities. Led by a Comprehensive Plan Steering Committee, the Plan followed a three-step process:

1. Identify the collective identity and values of Duncanville
2. Identify and understand the issues (both good and bad) that affect the City, and
3. Provide recommendations as to how Duncanville can address current needs while growing and planning for the future in a manner that reflects the values of the community

From assessment to recommendations, Destination Duncanville is structured around six Guiding Principles, which are broad, high-level focus areas essential to the City's identity and vibrancy:

- Economic development
- Connectivity
- Community character and branding
- Neighborhoods
- Downtown District
- Development and redevelopment

The 2021 Comprehensive Plan Annual Report presentation will follow the Comprehensive Plan's Implementation Matrix and will cover tracked progress of the recommendations and actions discussed in the Plan with a focus on what occurred in both 2020 and 2021.

POLICY EXPLANATION:

On November 8, 2021, Planning staff and the Planning & Zoning Commission conducted a discussion item regarding the status of the current version of the Comprehensive Plan, its content, and its compatibility with both the current state and future vision of the City of Duncanville.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Receive the Monthly Financial Report as of September 30, 2021.

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:
Edena Atmore, Managing Director, Financial Services

BACKGROUND/HISTORY:
The Financial Report is presented to provide actual revenues and expenditures in comparison to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and the Fieldhouse funds.

POLICY EXPLANATION:
City Council expects to receive monthly reports on the City's financial condition. September is the final month in the fiscal year 2021, and revenues and expenditures are expected to be around 100% of their budgeted target as of September 30, 2021. See the attached Monthly Financial Report as of September 30, 2021, for further details on the City's budget and actual revenues and expenditures for all funds.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:
Attachment 1 - Monthly Financial Report

Attachment 1

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2020-2021

YEAR-TO-DATE OPERATIONS

AS OF SEPTEMBER 30, 2021

OCTOBER 1, 2020 TO SEPTEMBER 30, 2021

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Prepared by
FINANCIAL SERVICESS DEPARTMENT
10/15/2021

Attachment 1

MEMORANDUM

TO: Aretha Ferrell-Benavides
City Manager

Robert Brown, Jr.
Assistant City Manager

FROM: Edena J. Atmore
Managing Director, Financial Services

DATE: November 8, 2021

RE: September 2021 Monthly Financial Report for the City of Duncanville

The Duncanville Monthly Financial Report presents unaudited actual revenues and expenditures through September 30, 2021, compared to the budgetary numbers for the fiscal year 2020-21. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and the Fieldhouse funds. General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included for your review.

In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

September is the final month of the fiscal year 2021, and we would expect to collect most or all of the budgeted revenues and spend 100% of the budgeted expenditures. Below are highlights of the September 2021 governmental financial statements.

General Fund:

General Fund's unaudited ending fund balance is approximately $13.3 million, which provides an expenditure coverage for 151 days of operations as of the end of September 2021.

- Overall, collected General Fund revenues and transfers currently are at 100.7% of the budget and are expected to increase due to anticipated revenues by the end of November 2021.
  - Current property tax payments are at 100.4% of the budget. Revenues are over $700 thousand (2.2%) higher than the same time last year, primarily due to increases in property values, fines and fees, permits and licenses, charges for services, and other miscellaneous sources.
  - Overall sales tax revenues to date are 3.2% higher than the same time last year. The data here reflects ten months of revenue (August sales tax is received in October and accrued to apply to the fiscal year 2021) and is on target to surpass the annual budget. We are expecting the sales tax revenue for September to be received by

November 16, 2021. This expected amount will increase our bottom-line revenues for sales taxes and the overall general fund revenues for the fiscal year 2021.

- Franchise fees revenues reflect four-quarters of collections and are 97% of the annual budget. Franchise revenues consist of gas, electric, telephone, and cable television right-of-way fees collected from providers with city agreements to operate in the City of Duncanville. The final collections for two of the largest franchises, gas, and cable, are expected to be received by the end of November 2021 and accrued to the fiscal year 2021.
- Building permit revenues are at 101.2% of the annual budget (primarily due to new commercial permits).
- Interest revenues have declined 65% from the prior year due to the economic impact of the COVID-19 pandemic.
- In addition, attached is a detailed overview of General Fund revenues by category.

- General Fund's total operating and project expenditures are at 93.9% of the budget.
  - To date, all operating expenditure categories are less than the expenditure target for the current period.
  - In addition, attached is a detailed overview of the General Fund expenditures by department and division.
  - Most invoices due to be posted to the 2021 fiscal year have been accrued.

Utility Funds:
The Utility Operating Fund ending fund balance is $13.1 million, which provides an expenditure coverage for 305 days of operations as of the end of September 2021.

- Total utility revenues are at 70.2% of the budget. Water and sewer revenues run one month in arrears, so this report reflects eleven (October-August) of income. In addition, water and sewer utility revenues are 15.2% lower than the same time last year.
  - Total expenditures are at 79.2% of the budget. This amount includes payments to Dallas Water Utilities (water services) and Trinity River Authority (wastewater services).
  - Expenditures include a transfer out to the General Fund for the cost of administrative activities performed by General Fund staff such as accounting, city management, IT, human resources, etc.
  - Transfers also include $5 million to the Utility CIP fund for utility capital improvement projects.

Other Funds:

- The Economic Development Fund ending fund balance to date is at $4.7 million.
- Fieldhouse operating revenues are up by 36.6% from the same time as last year, while operating expenditures are up by 17.3%.
- A financial update on all Special Revenue, Debt Service, Capital/Replacement, and minor Enterprise funds of the City is included in the report for your review.
- The American Rescue and Recovery Act funds of $4.8 million are included in Fund 758 in the Special Revenue Funds report.

Respectfully Submitted,

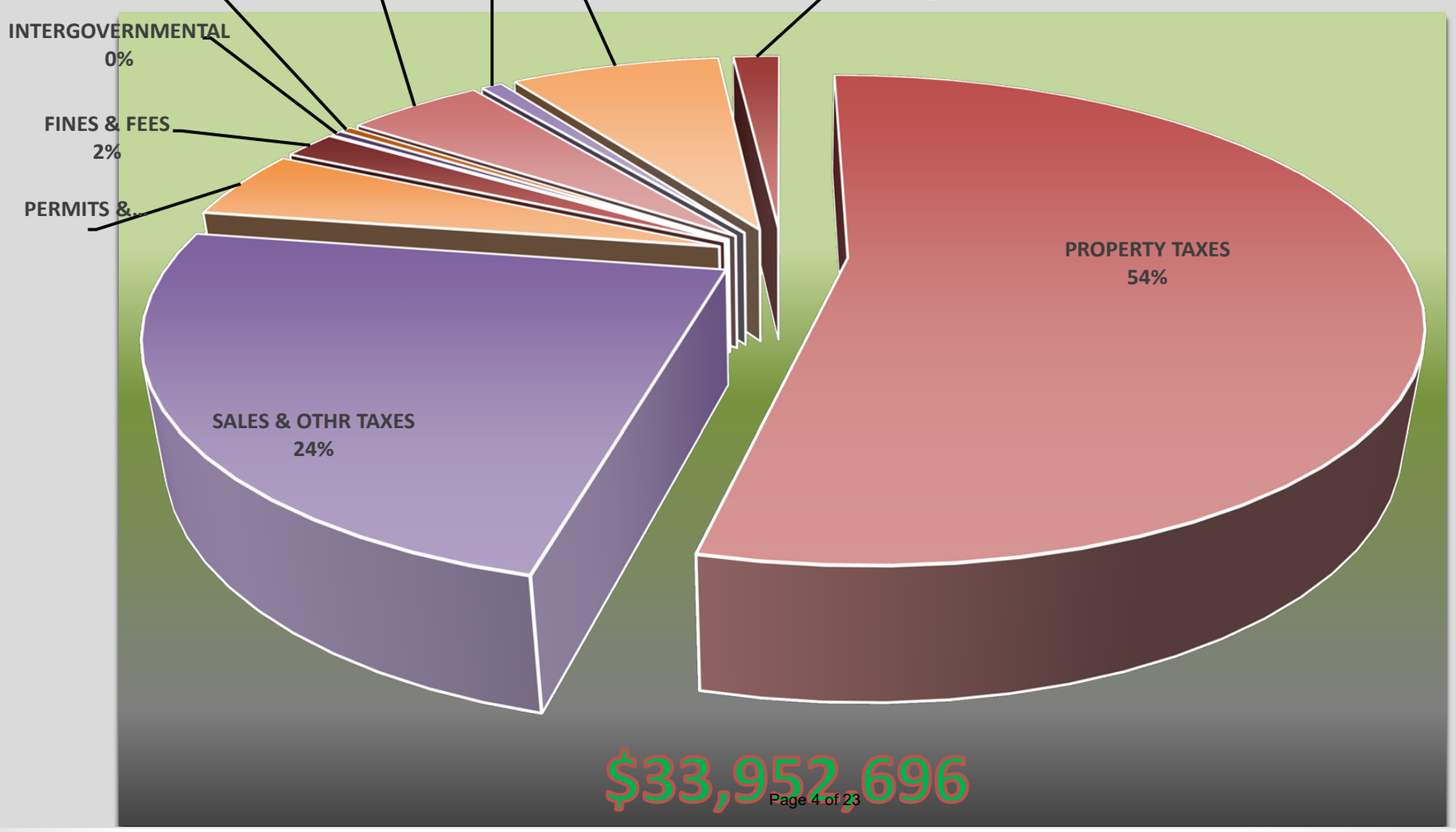
Financial Services Staff

GENERAL FUND-001 AS OF SEPTEMBER 30, 2021

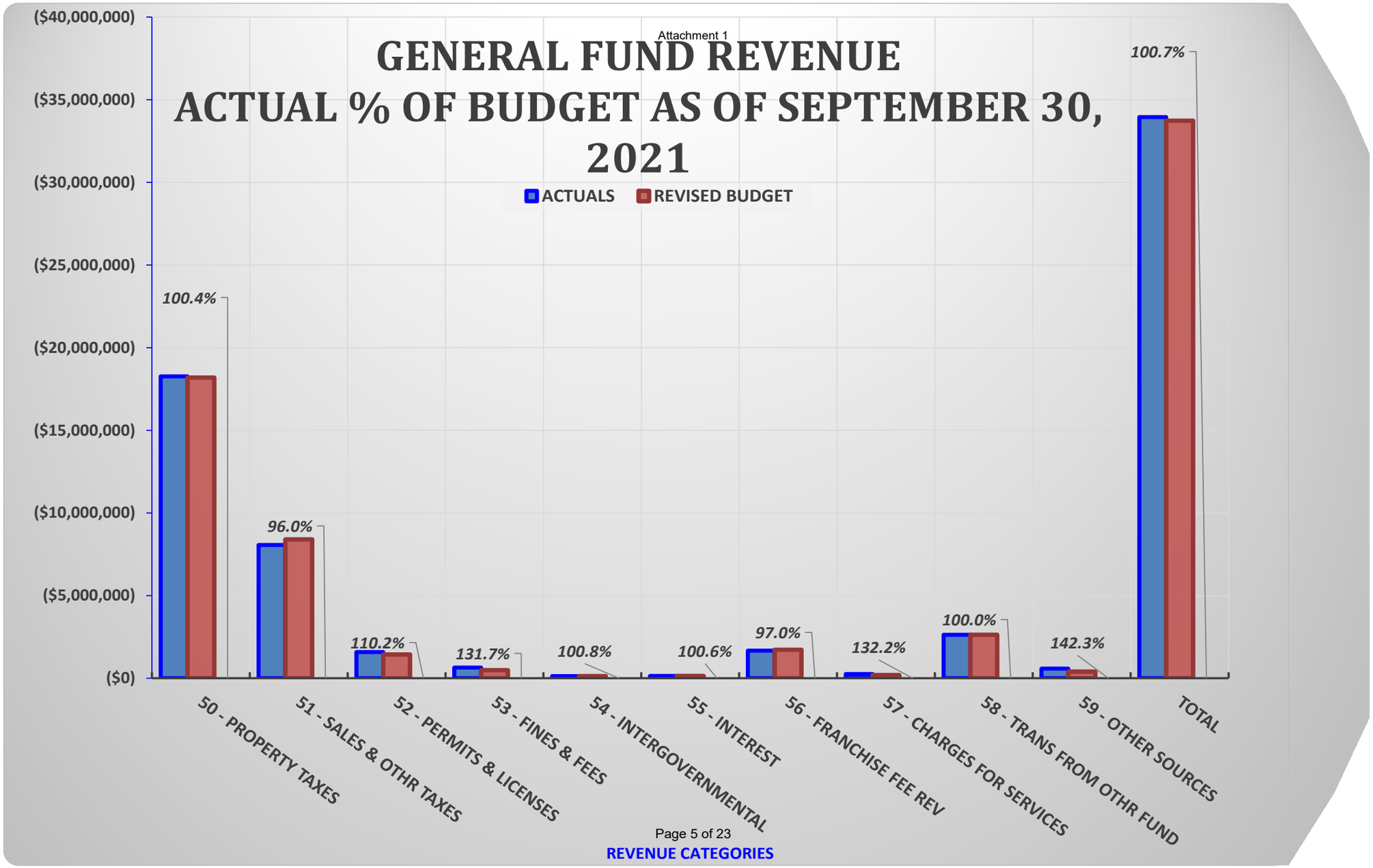
REVENUES	2021 YTD ACTUALS	ADOPTED BUDGET	REVISED BUDGET	AVAILABLE BUDGET AMOUNT	% OF BUDGET USED YTD	2020 FY TD ACTUALS	% OF BUDGET PYTD
Revenue							
50 - PROPERTY TAXES	$18,265,259	$17,997,398	$18,189,594	($75,665)	100.4%	$17,328,289	98.85%
51 - SALES & OTHR TAXES	$8,062,050	$7,383,693	$8,399,623	$337,573	96.0%	$7,810,935	104.92%
52 - PERMITS & LICENSES	$1,580,782	$1,234,050	$1,435,050	($145,732)	110.2%	$1,513,142	127.58%
53 - FINES & FEES	$640,816	$560,730	$486,730	($154,086)	131.7%	$591,751	113.86%
54 - INTERGOVERNMENTAL	$125,985	$175,490	$125,000	($985)	100.8%	$133,327	84.38%
55 - INTEREST	$139,903	$290,000	$139,000	($903)	100.6%	$400,153	153.91%
56 - FRANCHISE FEE REV	$1,670,738	$1,713,000	$1,723,000	$52,262	97.0%	$1,779,687	101.64%
57 - CHARGES FOR SERVICES	$259,202	$266,000	$196,100	($63,102)	132.2%	$175,917	83.72%
58 - TRANS FROM OTHR FUND	$2,631,399	$2,631,399	$2,631,399	($0)	100.0%	$3,031,332	115.95%
59 - OTHER SOURCES	$576,562	$367,600	$405,100	($171,462)	142.3%	$460,572	117.08%
Revenue Total	**$33,952,696**	**$32,619,360**	**$33,730,596**	**($222,100)**	**100.7%**	**$33,225,105**	**103.61%**
Expense							
60 - SALARY AND BENEFIT	($20,416,585)	($21,598,575)	($21,329,786)	($913,201)	95.7%	($20,824,252)	98.34%
72 - SUPPLIES	($1,279,470)	($1,595,965)	($1,557,004)	($188,144)	82.2%	($1,244,803)	80.35%
73 - CONTRACT & PROF SVCS	($6,659,396)	($6,811,146)	($7,132,825)	($323,104)	93.4%	($6,071,203)	92.30%
74 - MAINT & REPAIR SVCS	($680,678)	($682,082)	($767,994)	($84,850)	88.6%	$575,999	87.77%
75 - UTILITIES	($1,009,628)	($990,429)	($1,128,378)	($97,446)	89.5%	($911,940)	92.65%
76 - CAPITAL OUTLAY	($134,652)	($151,435)	($150,850)	($3,582)	89.3%	($139,006)	95.49%
77 - DEBT SERVICES	($240,228)	($240,228)	($240,228)	($0)	100.0%	($240,228)	100.00%
78 - TRANS TO OTHR FUNDS	($1,776,481)	($1,848,888)	($1,871,481)	($95,000)	94.9%	($1,400,681)	67.04%
79 - OTHR EXP/FINANCE USE	($112,932)	($347,390)	($242,496)	($129,564)	46.6%	($235,659)	64.07%
Expense Total	**($32,310,051)**	**($34,266,139)**	**($34,421,043)**	**($1,834,890)**	**93.9%**	**($31,643,771)**	**93.66%**
Revenues Over/(Under) Exp.	**$1,642,644**	**($1,646,779)**	**($690,447)**	**($2,056,990)**	**-237.9%**	**$1,581,335**	
BEGINNING FUND BALANCE	**$11,712,217**	**$11,712,217**	**$11,712,217**				
ENDING FUND BALANCE	**$13,354,861**	**$10,065,438**	**$11,021,770**				

FUND BALANCE RESERVE REQUIREMENT POLICY			
% of Fund Balance Ratio to Exp.	41.3%	29.4%	32.0%
# of Days Coverage	151	107	117

GENERAL FUND REVENUE
ACTUALS AS OF SEPTEMBER 30,2021



$33,952,696


GENERAL FUND REVENUE
ACTUAL % OF BUDGET AS OF SEPTEMBER 30, 2021
ACTUALS
REVISED BUDGET
($40,000,000)
($35,000,000)
($30,000,000)
($25,000,000)
($20,000,000)
($15,000,000)
($10,000,000)
($5,000,000)
($0)
100.4%
96.0%
110.2%
131.7%
100.8%
100.6%
97.0%
132.2%
100.0%
142.3%
100.7%
50 - PROPERTY TAXES
51 - SALES & OTHR TAXES
52 - PERMITS & LICENSES
53 - FINES & FEES
54 - INTERGOVERNMENTAL
55 - INTEREST
56 - FRANCHISE FEE REV
57 - CHARGES FOR SERVICES
58 - TRANS FROM OTHR FUND
59 - OTHER SOURCES
TOTAL
REVENUE CATEGORIES

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUE DETAILS AS OF SEPTEMBER 30, 2021

REVENUES	2021 FYTD ACTUALS	ADOPTED BUGET	REVISED	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
50 - PROPERTY TAXES					
501101 - CURRENT TAXES	$17,999,210	$17,717,398	$17,909,594	($89,616)	100.5%
501102 - DELINQUENT TAXES	$134,686	$140,000	$140,000	$5,314	96.2%
501103 - PENALTIES AND INTEREST	$131,364	$140,000	$140,000	$8,636	93.8%
50 - PROPERTY TAXES Total	**$18,265,259**	**$17,997,398**	**$18,189,594**	**($75,665)**	**100.4%**
51 - SALES & OTHR TAXES					
501201 - STATE SALES TAX CITY PORTION	$5,308,091	$4,876,462	$5,558,349	$250,258	95.5%
501202 - SALES TAX PROPERTY TAX RELIEF	$2,654,046	$2,438,231	$2,779,174	$125,128	95.5%
501204 - ALCOHOLIC BEVERAGE TAX	$99,913	$69,000	$62,100	($37,813)	160.9%
51 - SALES & OTHR TAXES Total	**$8,062,050**	**$7,383,693**	**$8,399,623**	**$337,573**	**96.0%**
52 - PERMITS & LICENSES					
502101 - BUILDING PERMITS	$468,630	$250,000	$370,000	($98,630)	126.7%
502102 - ELECTRICAL PERMITS	$29,222	$13,000	$17,000	($12,222)	171.9%
502103 - SOLICITOR LICENSES	$575	$1,500	$1,500	$925	38.3%
502105 - EMERGENCY MEDICAL SERVICE	$774,559	$750,000	$800,000	$25,441	96.8%
502106 - SIGN PERMITS	$16,125	$12,000	$15,000	($1,125)	107.5%
502108 - HEALTH FOOD INSPECTION FEES	$74,714	$46,000	$65,000	($9,714)	114.9%
502109 - PLUMBING AND AC PERMITS	$72,650	$40,000	$55,000	($17,650)	132.1%
502111 - ZONING & SPEC USE PERMIT	$19,385	$8,500	$8,500	($10,885)	228.1%
502114 - RENTAL PROPERTY REGISTRATION	$61,510	$50,000	$50,000	($11,510)	123.0%
502120 - ALARM PERMITS	$56,172	$60,000	$50,000	($6,172)	112.3%
502122 - POOL OR SPA INSPECTION FEE	$7,200	$3,000	$3,000	($4,200)	240.0%
509607 - ANIMAL PERMITS	$40	$50	$50	$10	80.0%
52 - PERMITS & LICENSES Total	**$1,580,782**	**$1,234,050**	**$1,435,050**	**($145,732)**	**110.2%**
53 - FINES & FEES					
502107 - WRECKER AND STORAGE FEES	($0)	$3,000	$3,000	$3,000	0.0%
502112 - EMS SVCS COST SETTLEMENT	$263,209	($0)	$135,000	($128,209)	195.0%
502113 - SMALL CELL/ NETWORK NODE FEES	($0)	$500	$500	$500	0.0%
503101 - MUNICIPAL COURT FINES	$272,595	$400,000	$250,000	($22,595)	109.0%
503102 - COURT RELATED FEES	$74,934	$130,000	$80,000	$5,066	93.7%
503103 - SCHOOL CROSSING FEES	$5,487	$3,000	$3,000	($2,487)	182.9%
503201 - LIBRARY FINES	$6,554	$9,000	$5,000	($1,554)	131.1%
503301 - FALSE ALARM FINES	$17,897	$15,000	$10,000	($7,897)	179.0%
509609 - RETURN CHECK FEES	$140	$230	$230	$90	60.9%
53 - FINES & FEES Total	**$640,816**	**$560,730**	**$486,730**	**($154,086)**	**131.7%**
54 - INTERGOVERNMENTAL					
504102 - DISD SCHOOL CROSSING GUARDS	$32,804	$35,000	$35,000	$2,196	93.7%
504103 - DALLAS COUNTY CROSSING GUARD	$49,102	$36,000	$40,000	($9,102)	122.8%
504109 - REIMB FOR REG EMERG MANAGER	$44,079	$104,490	$50,000	$5,921	88.2%
54 - INTERGOVERNMENTAL Total	**$125,985**	**$175,490**	**$125,000**	**($985)**	**100.8%**
55 - INTEREST					
505101 - INTEREST ON GOVT POOL INVEST	$3,757	$55,000	$9,000	$5,243	41.7%
505103 - CERT OF DEPOSIT INTEREST	$105,758	$100,000	$80,000	($25,758)	132.2%
505105 - NANCE BOOK LEGACY INTEREST	($0)	($0)	($0)	($0)	
505106 - MONEY MARKET INTEREST	$30,388	$135,000	$50,000	$19,612	60.8%
55 - INTEREST Total	**$139,903**	**$290,000**	**$139,000**	**($903)**	**100.6%**
56 - FRANCHISE FEE REV					
501301 - FRANCHISE FEE ELECTRIC	$1,128,021	$1,100,000	$1,150,000	$21,979	98.1%
501302 - FRANCHISE FEE GAS	$333,028	$313,000	$313,000	($20,028)	106.4%
501303 - FRANCHISE FEE TELEPHONE	$78,536	$175,000	$110,000	$31,464	71.4%
501304 - FRANCHISE FEE CABLE TV	$131,153	$125,000	$150,000	$18,847	87.4%
501306 - FRANCHISE VIDEO SERV	($0)	($0)	($0)	($0)	

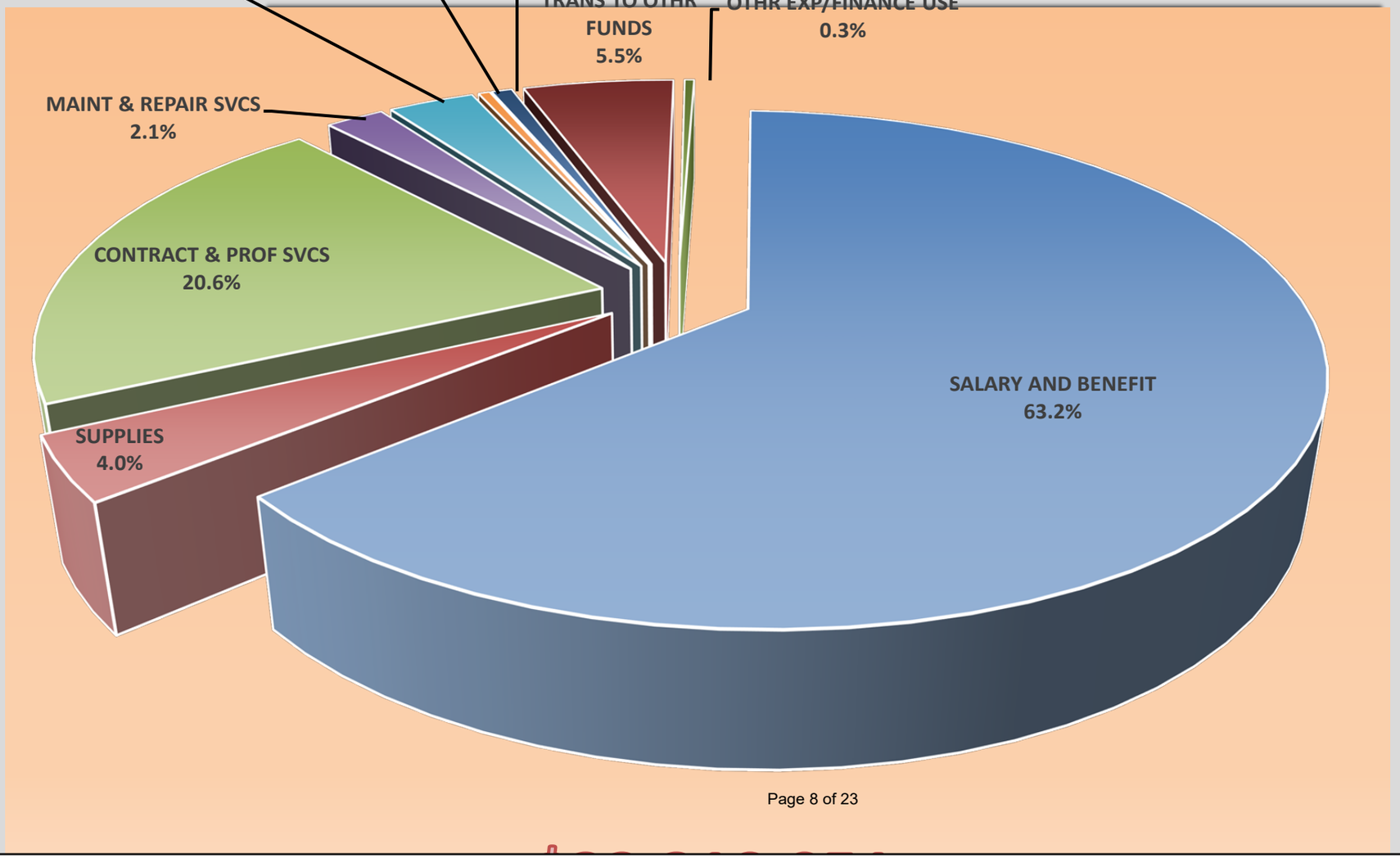
Attachment 1

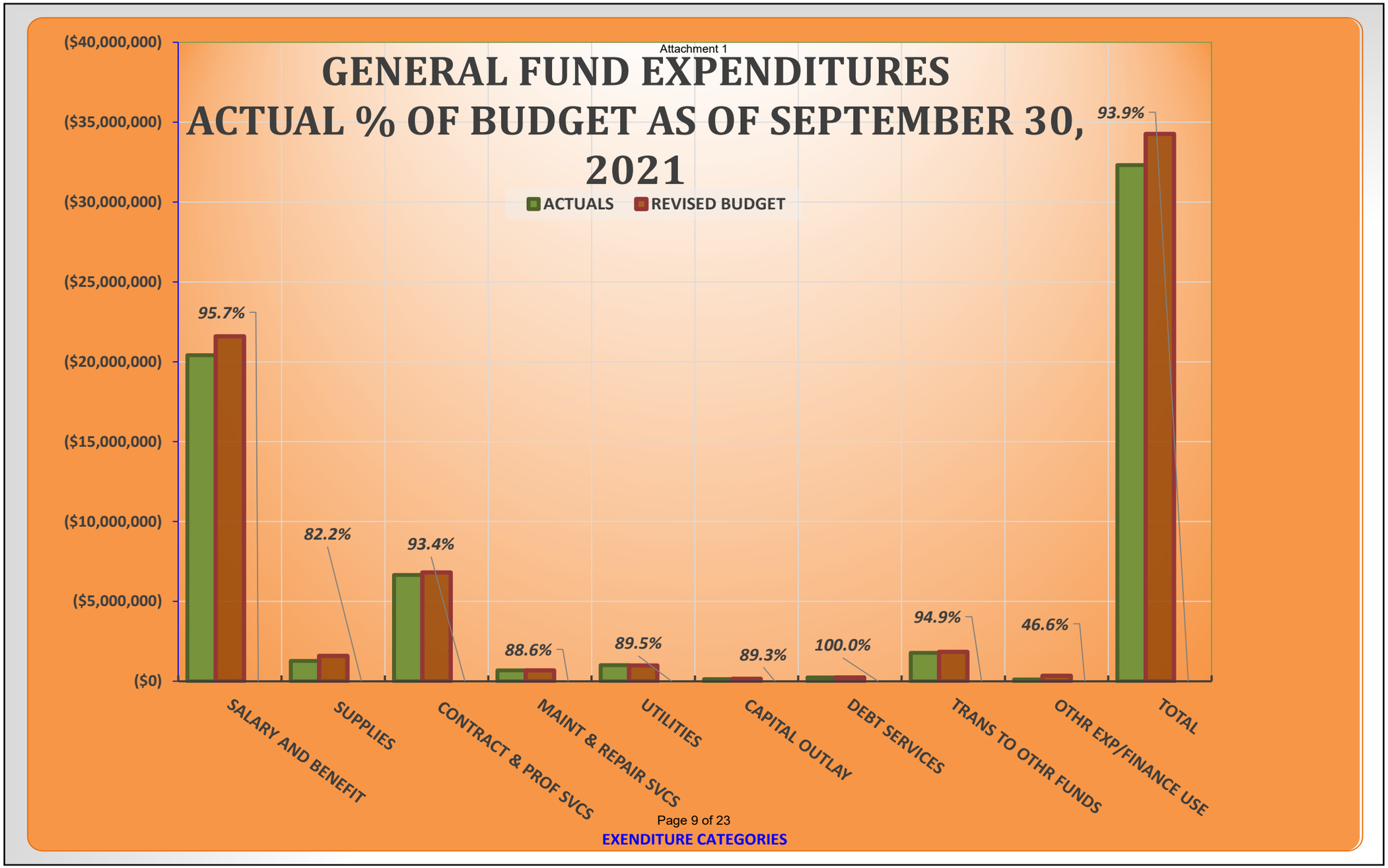
CITY OF DUNCANVILLE

GENERAL FUND REVENUE DETAILS AS OF SEPTEMBER 30, 2021

REVENUES	2021 FYTD ACTUALS	ADOPTED BUGET	REVISED	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
56 - FRANCHISE FEE REV Total	**$1,670,738**	**$1,713,000**	**$1,723,000**	**$52,262**	**97.0%**
57 - CHARGES FOR SERVICES					
507102 - RECREATION FEES	$223,540	$240,000	$180,000	($43,540)	124.2%
507104 - SENIOR CENTER ANNUAL USER FEE	$1,093	$4,000	$100	($993)	1092.5%
507106 - RECREATION CENTER CAMPS	($0)	($0)	($0)	($0)	
507107 - RECREATION CENTER CLASSES	$17,156	$8,000	$8,000	($9,156)	214.4%
507108 - RECREATION CENTER SPECIAL EVEN	$16,898	$8,000	$8,000	($8,898)	211.2%
507109 - SENIOR CLASS/TRIPS	$516	$6,000	$	($516)	5160000.0%
57 - CHARGES FOR SERVICES Total	**$259,202**	**$266,000**	**$196,100**	**($63,102)**	**132.2%**
58 - TRANS FROM OTHR FUND					
801101 - TRANSF IN GENERAL FUND	($0)	($0)	($0)	($0)	
801102 - TRANSF IN UTILITY FUND WATER	$1,761,710	$1,761,710	$1,761,710	($0)	100.0%
801104 - TRANSF IN UTIL FUND SANITATION	$192,297	$192,297	$192,297	($0)	100.0%
801108 - TRANSF IN EDC SALES TAX	$92,242	$92,242	$92,242	$	100.0%
801110 - TRANSF IN HOTEL TAX FUND	$56,637	$56,637	$56,637	($0)	100.0%
801116 - TRANSF IN-TRANS I&S FUND	($0)	($0)	($0)	($0)	
801141 - TRANSF IN ONE TIME PROJ FUND	($0)	($0)	($0)	($0)	
801150 - TRANSF IN PILOT FRANCHISE TAX	$528,513	$528,513	$528,513	($0)	100.0%
801151 - TRANSF IN DEBT SERVICE	($0)	($0)	($0)	($0)	
801757 - TRANSF IN EMERG FUND	($0)	($0)	($0)	($0)	
801901 - TRANSF IN	($0)	($0)	($0)	($0)	
58 - TRANS FROM OTHR FUND Total	**$2,631,399**	**$2,631,399**	**$2,631,399**	**($0)**	**100.0%**
59 - OTHER SOURCES					
503202 - LIBRARY DONATIONS	($0)	($0)	($0)	($0)	
509101 - SALE OF FIXED ASSETS	($0)	($0)	($0)	($0)	
509102 - GAIN/ LOSS ON SALE FIXED ASSET	($0)	($0)	($0)	($0)	
509105 - SALE OF MATERIALS	$6,174	$1,000	$1,000	($5,174)	617.4%
509201 - INSURANCE RECOVERY	($0)	($0)	($0)	($0)	
509501 - COLLECTION OF BAD DEBTS	($0)	$2,000	$2,000	$2,000	0.0%
509502 - MISCELLANEOUS W/O	$37	$100	$100	$63	37.4%
509601 - MISCELLANEOUS	$131,148	$65,000	$100,000	($31,148)	131.1%
509602 - CASH OVER AND SHORT	$119	($0)	($0)	($119)	
509603 - COPIES	$9,540	$18,000	$8,000	($1,540)	119.2%
509604 - POLICE ACCIDENT REPORTS	$3,657	$4,500	$2,000	($1,657)	182.9%
509605 - PAY PHONE COMMISSIONS	($0)	($0)	($0)	($0)	
509606 - AUCTION PROCEEDS	($0)	$5,000	$5,000	$5,000	0.0%
509611 - SCRAP METAL SALES	($0)	($0)	($0)	($0)	
509612 - CITY SERVICES REIMBURSEMENT	$110,274	$58,000	$58,000	($52,274)	190.1%
509613 - WORKERS COMP REIMBURSEMENT	$74,370	$20,000	$27,000	($47,370)	275.4%
509614 - RENTAL OF TOWER	$232,542	$194,000	$194,000	($38,542)	119.9%
509617 - LEASE INCOME	($0)	($0)	($0)	($0)	
509618 - GAS WELL OIL REVENUE	$8,701	($0)	$8,000	($701)	108.8%
516200 - OTHER CONTRIBUTIONS	($0)	($0)	($0)	($0)	
518100 - STREET MAINTENANCE FEE	($0)	($0)	($0)	($0)	
59 - OTHER SOURCES Total	**$576,562**	**$367,600**	**$405,100**	**($171,462)**	**142.3%**
Total Revenues	**$33,952,696**	**$32,619,360**	**$33,730,596**	**($222,100)**	**100.7%**

GENERAL FUND EXPENDITURES
ACTUALS AS OF SEPTEMBER 30, 2021




GENERAL FUND EXPENDITURES
ACTUAL % OF BUDGET AS OF SEPTEMBER 30, 2021
ACTUALS
REVISED BUDGET
($40,000,000)
($35,000,000)
($30,000,000)
($25,000,000)
($20,000,000)
($15,000,000)
($10,000,000)
($5,000,000)
($0)
95.7%
82.2%
93.4%
88.6%
89.5%
89.3%
100.0%
94.9%
46.6%
93.9%
SALARY AND BENEFIT
SUPPLIES
CONTRACT & PROF SVCS
MAINT & REPAIR SVCS
UTILITIES
CAPITAL OUTLAY
DEBT SERVICES
TRANS TO OTHR FUNDS
OTHR EXP/FINANCE USE
TOTAL
EXENDITURE CATEGORIES

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES BY DEPT/DIV AS OF SEPTEMBER 30, 2021

OPERATING EXPENDITURES	2021 FYTD ACTUALS	ADOPTED BUDGET	REVISED BUDGET	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
0101 - GENERAL GOVERNMENT					
01011000 - MAYOR AND COUNCIL	($81,098)	($140,897)	($114,096)	($32,353)	71.1%
01011100 - CITY ADMINISTRATION	($694,913)	($705,922)	($722,957)	($26,394)	96.1%
01011200 - CITY SECRETARY	($0)	($0)	($0)	($0)	
01011300 - HUMAN RESOURCES	($289,169)	($348,242)	($338,602)	($49,277)	85.4%
01011400 - INFO TECHNOLOGY	($842,393)	($820,205)	($928,352)	($65,565)	90.7%
01011500 - PUBLIC INFORMATION OFFICE	($128,016)	($168,533)	($198,998)	($70,963)	64.3%
01011600 - PUBLIC LIBRARY	($884,674)	($934,996)	($912,823)	($14,795)	96.9%
0101 - GENERAL GOVERNMENT Total	**($2,920,263)**	**($3,118,795)**	**($3,215,828)**	**($259,346)**	**90.8%**
0102 - FINANCE					
01022000 - FINANCE ADMINISTRATION	($837,559)	($792,642)	($788,217)	$56,299	106.3%
01022300 - MUNICIPAL COURT	($426,795)	($482,262)	($477,267)	($47,205)	89.4%
01022500 - PURCHASING	($109,634)	($113,731)	($113,731)	($3,917)	96.4%
01022700 - CITY MARSHAL	($91,546)	($131,107)	($104,274)	($12,607)	87.8%
0102 - FINANCE Total	**($1,465,534)**	**($1,519,742)**	**($1,483,489)**	**($7,429)**	**98.8%**
0104 - PARK AND RECREATION					
01044000 - PARK & REC ADMINISTRATION	($265,482)	($254,663)	($254,663)	$10,965	104.2%
01044100 - REC PROGRAM ADMIN	($338,804)	($396,028)	($387,053)	($46,429)	87.5%
01044101 - REC PROGRAM CLASSES	($1,323)	($5,682)	($5,682)	($4,359)	23.3%
01044102 - REC PROGRAM CAMPS	($0)	($0)	($0)	($0)	
01044200 - SPECIAL EVENTS ADMIN	($153,428)	($208,183)	($154,083)	($655)	99.6%
01044300 - ATHLETIC PROGRAMMING	($368,186)	($425,373)	($435,874)	($67,688)	84.5%
01044500 - HORTICULTURE	($171,833)	($176,298)	($177,370)	($5,536)	96.9%
01044600 - PARK GROUNDS MAINTENANCE	($1,137,417)	($1,327,185)	($1,312,337)	($172,668)	86.7%
01044800 - BUILDING MAINTENANCE	($837,415)	($881,280)	($875,471)	($33,058)	95.7%
01044900 - SENIOR CENTER	($132,379)	($204,749)	($180,249)	($46,193)	73.4%
01044901 - SENIOR CENTER CLASSES	($408)	($4,600)	($4,600)	($4,192)	8.9%
01044911 - SENIOR CENTER TRIPS	($0)	($600)	($600)	($600)	0.0%
0104 - PARK AND RECREATION Total	**($3,406,675)**	**($3,884,640)**	**($3,787,982)**	**($370,413)**	**89.9%**
0105 - POLICE					
01055000 - POLICE ADMINISTRATION	($474,859)	($552,907)	($516,307)	($41,255)	92.0%
01055100 - PATROL	($4,736,393)	($4,832,383)	($4,866,158)	($128,478)	97.3%
01055200 - CRIMINAL INVESTIGATION	($1,477,868)	($1,492,834)	($1,493,884)	($15,763)	98.9%
01055300 - ANIMAL CONTROL	($467,258)	($477,758)	($477,765)	($10,506)	97.8%
01055400 - SCHOOL GUARDS	($85,501)	($85,211)	($85,211)	$290	100.3%
01055500 - CRIME PREVENTION	($150,303)	($151,748)	($146,848)	$3,494	102.4%
01055700 - RECORDS	($1,308,152)	($1,319,716)	($1,337,584)	($28,792)	97.8%
01055800 - DETENTION SERVICES	($288,946)	($270,000)	($288,946)	($0)	100.0%
01055900 - POLICE SPECIAL SERVICES	($437,545)	($511,954)	($503,936)	($25,380)	86.8%
0105 - POLICE Total	**($9,426,823)**	**($9,694,511)**	**($9,716,637)**	**($246,391)**	**97.0%**
0106 - PUBLIC WORKS					
01066000 - ENGINEERING	($371,373)	($387,903)	($374,203)	($516)	99.2%
01066100 - BUILDING INSPECTION	($539,214)	($507,481)	($562,015)	($10,974)	95.9%
01066200 - STREET MAINTENANCE	($3,159,167)	($3,543,590)	($3,468,172)	($255,981)	91.1%
01066300 - TRAFFIC OPERATIONS	($887,947)	($926,743)	($925,889)	($29,909)	95.9%
01066400 - PLANNING	($180,632)	($159,358)	($189,804)	($7,448)	95.2%
01066500 - CODE SERVICES	($263,578)	($266,308)	($297,659)	($22,579)	88.6%
01066700 - EQUIPMENT SERVICES	($971,618)	($1,083,139)	($1,043,034)	($39,806)	93.2%
0106 - PUBLIC WORKS Total	**($6,373,528)**	**($6,874,523)**	**($6,860,776)**	**($367,212)**	**92.9%**

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES BY DEPT/DIV AS OF SEPTEMBER 30, 2021

OPERATING EXPENDITURES	2021 FYTD ACTUALS	ADOPTED BUDGET	REVISED BUDGET	AVAILABLE BUDGET AMOUNT	% OF ANNUAL BUDGET YTD
0107 - FIRE					
01077000 - FIRE ADMINISTRATION	($578,644)	($649,945)	($649,320)	($47,701)	89.1%
01077100 - FIRE PREVENTION	($241,979)	($254,258)	($252,058)	($9,407)	96.0%
01077200 - FIRE SUPPRESSION	($4,122,551)	($4,330,457)	($4,330,457)	($199,571)	95.2%
01077300 - ADVANCED LIFE SUPPORT	($1,646,790)	($1,697,817)	($1,720,651)	($71,276)	95.7%
01077500 - EMERGENCY MANAGEMENT ADMIN	($94,530)	($140,409)	($138,509)	($43,517)	68.2%
0107 - FIRE Total	**($6,684,493)**	**($7,072,886)**	**($7,090,996)**	**($371,474)**	**94.3%**
0108 - NON DEPARTMENTAL					
01088000 - GENERAL NON DEPARTMENTAL	($593,891)	($589,792)	($731,491)	($117,626)	81.2%
0108 - NON DEPARTMENTAL Total	**($593,891)**	**($589,792)**	**($731,491)**	**($117,626)**	**81.2%**
0000 - OTHER					
001 - GENERAL FUND NON-ORG	($1,438,844)	($1,511,250)	($1,533,843)	($95,000)	93.8%
0000 - OTHER Total	**($1,438,844)**	**($1,511,250)**	**($1,533,843)**	**($95,000)**	**93.8%**
Total Operating Expenditures	**($32,310,051)**	**($34,266,139)**	**($34,421,043)**	**($1,834,890)**	**93.9%**

CITY OF DUNCANVILLE

UTILITY OPERATING FUND- 002 AS OF SEPTEMBER 30, 2021

REVENUES	2021 FY TD ACTUALS	ADOPTED BUDGET	REVISED BUDGET	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2020 FY TD ACTUALS	% OF BUDGET PYTD
Revenue							
53 - FINES & FEES	$3,990	$5,000	$5,000	$1,010	79.8%	$3,430	68.60%
54 - INTERGOVERNMENTAL	$188	$600	$600	$412	31.4%	$158	26.31%
55 - INTEREST	$29,207	$120,000	$32,000	$2,793	91.3%	$134,605	112.17%
57 - CHARGES FOR SERVICES	$12,675,080	$18,062,600	$18,075,600	$5,400,520	70.1%	$14,544,534	81.12%
59 - OTHER SOURCES	$28,790	$34,500	$29,004	$214	99.3%	$345,132	95.50%
Revenue Total	**$12,737,255**	**$18,222,700**	**$18,142,204**	**$5,404,949**	**70.2%**	**$15,027,858**	**81.60%**
Expense							
60 - SALARY AND BENEFIT	($1,610,025)	($2,115,743)	($2,127,263)	($517,238)	75.7%	($1,720,450)	80.35%
72 - SUPPLIES	($250,194)	($476,008)	($498,863)	($248,668)	50.2%	($290,539)	42.33%
73 - CONTRACT & PROF SVCS	($7,403,536)	($8,664,561)	($9,247,583)	($1,844,047)	80.1%	($7,979,470)	89.93%
74 - MAINT & REPAIR SVCS	($181,066)	($350,648)	($373,623)	($192,557)	48.5%	($181,083)	53.46%
75 - UTILITIES	($108,336)	($149,452)	($180,699)	($72,362)	60.0%	($98,611)	62.53%
76 - CAPITAL OUTLAY	($0)	($21,368)	($21,368)	($21,368)	0.0%	($2,139)	7.77%
77 - DEBT SERVICES	($0)	($0)	($0)	($0)		($110,720)	99.43%
78 - TRANS TO OTHR FUNDS	($6,174,340)	($7,409,208)	($7,409,208)	($1,234,868)	83.3%	($6,902,549)	91.20%
79 - OTHR EXP/FINANCE USE	($7,137)	($19,906)	($11,046)	($3,909)	64.6%	($3,602)	21.95%
Expense Total	**($15,734,634)**	**($19,206,894)**	**($19,869,652)**	**($4,135,018)**	**79.2%**	**($17,289,162)**	**86.79%**
Revenues Over/(Under) Exp.	**($2,997,379)**	**($984,194)**	**($1,727,448)**	**$1,269,931**	173.5%	**($2,261,303)**	

BEGINNING FUND BALANCE	**$16,141,653**	**$16,141,653**	**$16,141,653**
ENDING FUND BALANCE	**$13,144,274**	**$15,157,459**	**$14,414,205**

FUND BALANCE RESERVE REQUIREMENT POLICY			
% of Fund Balance Ratio to Exp.	83.5%	78.9%	72.5%
# of Days Coverage	305	288	265

CITY OF DUNCANVILLE

UTILITY CIP FUND-017 AS OF SEPTEMBER 30, 2021

REVENUES	2021 FYTD ACTUALS	ADOPTED BUDGET	REVISED BUDGET	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2020 FY TD ACTUALS	% OF BUDGET PYTD
Revenue							
54 - INTERGOVERNMENTAL	($0)	($0)	($0)	($0)		($0)	0.00%
55 - INTEREST	$127	$2,400	$200	$73	63.4%	$1,871	77.96%
58 - TRANS FROM OTHR FUND	$5,000,000	$5,000,000	$5,000,000	$416,667	91.7%	$5,000,000	100.00%
59 - OTHER SOURCES	($0)	($0)	($0)	($0)		($0)	0.00%
Revenue Total	**$5,000,127**	**$5,002,400**	**$5,000,200**	**$416,740**	**91.7%**	**$5,001,871**	**99.99%**
Expense							
73 - CONTRACT & PROF SVCS	($205,303)	($465,935)	($477,706)	($315,370)	34.0%	($487,576)	63.65%
76 - CAPITAL OUTLAY	($2,784,583)	($9,234,500)	($6,639,545)	($4,225,954)	36.4%	($6,209,715)	106.21%
Expense Total	**($2,989,886)**	**($9,700,435)**	**($7,117,251)**	**($4,541,324)**	**36.2%**	**($6,697,291)**	**101.28%**
Revenues Over/(Under) Exp.	**$2,010,241**	**($4,698,035)**	**($2,117,051)**	**($4,124,584)**	**-94.8%**	**($1,695,420)**	
BEGINNING FUND BALANCE	**($68,342)**	**($68,342)**	**($68,342)**				
ENDING FUND BALANCE	**$1,941,899**	**($4,766,378)**	**($2,185,393)**				

CITY OF DUNCANVILLE

ECONOMIC DEVELOPMENT FUND-012 AS OF SEPTEMBER 30, 2021

REVENUES	2021 FYTD ACTUALS	ADOPTED BUDGET	REVISED BUDGET	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2020 FY TD ACTUALS	% OF BUDGET PYTD
Revenue							
51 - SALES & OTHR TAXES	$2,654,046	$2,438,231	$2,779,174	$609,352	78.1%	$2,585,648	104.97%
55 - INTEREST	$463	$20,000	$2,000	$1,537	23.2%	$14,457	68.84%
59 - OTHER SOURCES	($0)	($0)	($0)	($0)			0.00%
Revenue Total	**$2,654,509**	**$2,458,231**	**$2,781,174**	**$610,889**	**78.0%**	**$2,600,105**	**104.66%**
Expense							
60 - SALARY AND BENEFIT	($181,675)	($251,802)	($212,736)	($61,130)	71.3%	($204,779)	93.04%
72 - SUPPLIES	($30,377)	($40,056)	($41,256)	($17,709)	57.1%	($22,626)	56.37%
73 - CONTRACT & PROF SVCS	($237,706)	($79,689)	($283,764)	($47,784)	83.2%	($234,520)	86.12%
74 - MAINT & REPAIR SVCS	($50,496)	($67,600)	($67,600)	($19,805)	70.7%	($37,315)	85.59%
75 - UTILITIES	($11,984)	($22,516)	($22,516)	($13,775)	38.8%	($11,113)	49.36%
76 - CAPITAL OUTLAY	($0)	($0)	($0)	($0)		($0)	0.00%
77 - DEBT SERVICES	($487,546)	($488,346)	($488,346)	($800)	99.8%	($487,599)	99.83%
78 - TRANS TO OTHR FUNDS	($600,643)	($631,018)	($631,018)	($38,143)	94.0%	($609,829)	99.66%
79 - OTHR EXP/FINANCE USE	($7,680)	($276,617)	($275,417)	($271,197)	1.5%	($269,137)	60.09%
Expense Total	**($1,608,108)**	**($1,857,644)**	**($2,022,653)**	**($470,342)**	**76.7%**	**($1,876,918)**	**86.42%**
Revenues Over/ (Under) Exp.	**$1,046,401**	**$600,587**	**$758,521**	**$140,547**		**$723,187**	

BEGINNING FUND BALANCE	**$3,709,164**	**$3,709,164**	**$3,709,164**
ENDING FUND BALANCE	**$4,755,565**	**$4,309,751**	**$4,467,685**

Note:

Debt Services includes outstanding Series 2016A Bonds in the amount of $2,025,000. Matures February 15, 2025.

CITY OF DUNCANVILLE

HOTEL TAX FUND-010 AS OF SEPTEMBER 30, 2021

REVENUES	2021 FYTD ACTUALS	ADOPTED BUDGET	REVISED BUDGET	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2020 FY TD ACTUALS	% OF BUDGET PYTD
Revenue							
51 - SALES & OTHR TAXES	$848,912	$752,760	$734,750	($114,162)	115.5%	$667,184	112.04%
55 - INTEREST	$106	$2,400	$240	$134	44.2%	$1,610	67.07%
59 - OTHER SOURCES	($0)	($0)	($0)	($0)		$9	0.00%
Revenue Total	**$849,018**	**$755,160**	**$734,990**	**($114,028)**	**115.5%**	**$668,803**	**111.86%**
Expense							
60 - SALARY AND BENEFIT	($27,775)	($34,638)	($30,152)	($2,376)	92.1%	($34,473)	99.60%
72 - SUPPLIES	($110)	($4,650)	($4,650)	($4,540)	2.4%	($806)	30.41%
78 - TRANS TO OTHR FUNDS	($56,637)	($56,637)	($56,637)	($0)	100.0%	($56,302)	99.36%
79 - OTHR EXP/FINANCE USE	($0)	($2,995)	($2,995)	($2,995)	0.0%	($0)	0.00%
Expense Total	**($84,522)**	**($98,920)**	**($94,434)**	**($9,912)**	**89.5%**	**($91,581)**	**96.07%**
Revenues Over/(Under) Exp.	**$764,496**	**$656,240**	**$640,556**	**($123,940)**		**$577,222**	

BEGINNING FUND BALANCE	**$2,246,018**	**$2,246,018**	**$2,246,018**
ENDING FUND BALANCE	**$3,010,514**	**$2,902,258**	**$2,886,574**

CITY OF DUNCANVILLE

FIELDHOUSE FUND-456 AT SEPTEMBER 30, 2021

REVENUES	2021 FYTD ACTUALS	ADOPTED BUDGET	REVISED BUDGET	BUDGET AMT REMAINING	% OF BUDGET USED YTD	2020 FY TD ACTUALS	% OF BUDGET PYTD
Revenue							
53 - FINES & FEES	($0)	($0)	($0)	($0)		($0)	0.00%
57 - CHARGES FOR SERVICES	$1,066,957	$971,000	$1,031,000	($35,957)	103.5%	$610,301	94.87%
58 - TRANS FROM OTHR FUND	$507,425	$537,800	$537,800	$30,375	94.4%	$533,850	100.00%
59 - OTHER SOURCES	$110,276	$114,390	$114,390	$4,114	96.4%	$88,867	72.93%
Revenue Total	**$1,684,658**	**$1,623,190**	**$1,683,190**	**($1,468)**	**100.1%**	**$1,233,018**	**94.92%**
Expense							
60 - SALARY AND BENEFIT	($473,864)	($558,408)	($501,608)	($27,745)	94.5%	($458,562)	84.38%
72 - SUPPLIES	($156,998)	($149,126)	($159,126)	($2,128)	98.7%	($129,124)	84.81%
74 - MAINT & REPAIR SVCS	($25,819)	($25,839)	($25,839)	($20)	99.9%	($46,110)	123.94%
75 - UTILITIES	($115,532)	($111,184)	($126,070)	($10,539)	91.6%	($101,433)	91.40%
76 - CAPITAL OUTLAY	($0)	($0)	($0)	($0)		($341,664)	596.83%
77 - DEBT SERVICES	($538,250)	($538,300)	($538,300)	($50)	100.0%	($42,666)	7.98%
78 - TRANS TO OTHR FUNDS	($4,096)	($4,096)	($4,096)	($0)	100.0%	($1,380)	17.90%
79 - OTHR EXP/FINANCE USE	($1,319)	($1,500)	($1,500)	($181)	87.9%	($357)	35.71%
Expense Total	**($1,315,877)**	**($1,388,454)**	**($1,356,540)**	**($40,663)**	**97.0%**	**($1,121,297)**	**77.64%**
Revenues Over/(Under) Exp.	**$368,781**	**$234,736**	**$326,650**	**($42,131)**	**112.9%**	**$111,721**	

BEGINNING FUND BALANCE	**($1,498,852)**	**($1,498,852)**	**($1,498,852)**
ENDING FUND BALANCE	**($1,130,071)**	**($1,264,116)**	**($1,172,202)**

Attachment 1

Duncanville
City of Champions

ALL OTHER FUNDS

MONTHLY FINANCIAL REPORT

Prepared by
FINANCIAL SERVICES DEPARTMENT

SPECIAL REVENUE FUNDS AS OF SEPTEMBER 30, 2021

BEGINNING FUND BALANCE	Fund/ACCT Type	FY 2021 Actuals	FY 2021 Revised Budget	YTD Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
$889,835	008 - COMPREHENSIVE SELF INSURANCE					
	Revenue	$467,928	$469,205	$1,277	99.73%	
	Expense	($493,491)	($535,700)	($42,209)	92.12%	
	008 - COMPREHENSIVE SELF INSURANCE Total	**($25,563)**	**($66,495)**	**($40,932)**	**38.44%**	**$864,272**
$214,298	013 - GRANT & DONATIONS FUND					
	Revenue	$343,477	($0)	($343,477)		
	Expense	($305,368)	($392,110)	($10,129)	77.88%	
	013 - GRANT & DONATIONS FUND Total	**$38,109**	**($392,110)**	**($353,605)**	**-9.72%**	**$252,407**
$257,667	033 - TAX INCREMENT FINANCING FUND					
	Revenue	$95,612	$95,612	($0)	100.00%	
	Expense	($0)	($2,750)	($2,750)	0.00%	
	033 - TAX INCREMENT FINANCING FUND Total	**$95,612**	**$92,862**	**($2,750)**	**102.96%**	**$353,279**
$27,463	050 - ABANDONED ASSET FORFEITURE					
	Revenue	$3	$1,300	$1,297	0.21%	
	Expense	($9,920)	($0)	$9,920		
	050 - ABANDONED ASSET FORFEITURE Total	**($9,917)**	**$1,300**	**$11,217**	**-762.87%**	**$17,546**
$130,251	051 - STATE ASSET FORFEITURE FUND					
	Revenue	$9,083	$5,500	($3,583)	165.15%	
	Expense	($4,767)	($20,000)	($15,233)	23.84%	
	051 - STATE ASSET FORFEITURE FUND Total	**$4,316**	**($14,500)**	**($18,816)**	**-29.76%**	**$134,567**
$143,617	052 - FEDERAL ASSET FORFEITURE FUND					
	Revenue	$79,865	$30,000	($49,865)	266.22%	
	Expense	($84,685)	($164,248)	($22,896)	51.56%	
	052 - FEDERAL ASSET FORFEITURE FUND Total	**($4,820)**	**($134,248)**	**($72,761)**	**3.59%**	**$138,797**

SPECIAL REVENUE FUNDS AS OF SEPTEMBER 30, 2021

BEGINNING FUND BALANCE	Fund/ACCT Type	FY 2021 Actuals	FY 2021 Revised Budget	YTD Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
$37,744	225 - COURT SECURITY FUND					
	Revenue	$10,691	$12,000	$1,309	89.09%	
	Expense	($1,017)	($30,366)	($29,349)	3.35%	
	225 - COURT SECURITY FUND Total	**$9,674**	**($18,366)**	**($28,040)**	**-52.67%**	**$47,418**
$299,518	230 - JUVENILE CASE MANAGER FUND					
	Revenue	$12,185	$19,500	$7,315	62.49%	
	Expense	($24,762)	($25,961)	($1,012)	95.38%	
	230 - JUVENILE CASE MANAGER FUND Total	**($12,577)**	**($6,461)**	**$6,303**	**194.65%**	**$286,941**
$33,562	235 - COURT TECHNOLOGY					
	Revenue	$9,456	$12,000	$2,544	78.80%	
	Expense	($8,016)	($970)	$7,046	826.40%	
	235 - COURT TECHNOLOGY Total	**$1,440**	**$11,030**	**$9,590**	**13.06%**	**$35,002**
$0	757 - EMERGENCY/ DISASTER RELIEF					
	Revenue	$1,258,229	($0)	($1,258,229)		
	Expense	($1,397,308)	($200,000)	$1,197,391	698.65%	
	757 - EMERGENCY/ DISASTER RELIEF Total	**($139,079)**	**($200,000)**	**($60,838)**	**69.54%**	**($139,079)**
$0	758 - AMERICAN RESCUE PLAN					
	Revenue	$4,801,199	($0)	($4,801,199)		
	Expense	($0)	($0)	($0)		
	758 - AMERICAN RESCUE PLAN Total	**$4,801,199**	**($0)**	**($4,801,199)**		**$4,801,199**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS AS OF SEPTEMBER 30, 2021

BEGINNING FUND BALANCE	Fund/ACCT Type	FY 2021 Actuals	FY 2021 Revised Budget	YTD Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
$1,399,863	005 - DEBT SERVICE FUND					
	Revenue	$1,395,867	$1,410,657	$14,790	98.95%	
	Expense	($1,484,131)	($1,484,232)	($101)	99.99%	
	005 - DEBT SERVICE FUND Total	**($88,264)**	**($73,575)**	**$14,689**	**119.96%**	**$1,311,599**
$2,458,073	016 - FLEET REPLACEMENT FUND					
	Revenue	$648,384	$637,423	($10,961)	101.72%	
	Expense	($995,649)	($1,824,562)	($747,757)	54.57%	
	016 - FLEET REPLACEMENT FUND Total	**($347,265)**	**($1,187,139)**	**($758,717)**	**29.25%**	**$2,110,808**
$21,152	020 - STREET CONSTRUCTION CIP					
	Revenue	$268,250	$517,570	$249,320	51.83%	
	Expense	($76,005)	($362,935)	($286,930)	20.94%	
	020 - STREET CONSTRUCTION CIP Total	**$192,245**	**$154,635**	**($37,610)**	**124.32%**	**$213,397**
$21,043	024 - PARK CAPITAL IMPROV FUND					
	Expense	($0)	($0)	($0)		
	024 - PARK CAPITAL IMPROV FUND Total	**($0)**	**($0)**	**($0)**		**$21,043**
$380,686	025 - ALLEY IMPROVEMENTS FUND					
	Revenue	$150,000	$150,000	($0)	100.00%	
	Expense	($311,849)	($319,506)	($7,657)	97.60%	
	025 - ALLEY IMPROVEMENTS FUND Total	**($161,849)**	**($169,506)**	**($7,657)**	**95.48%**	**$218,837**
$20,960,223	026 - CAPITAL PROJECTS CONSTRUCTION					
	Revenue	$137,255	($0)	($137,255)		
	Expense	($1,222,250)	($1,967,036)	($477,098)	62.14%	
	026 - CAPITAL PROJECTS CONSTRUCTION Total	**($1,084,996)**	**($1,967,036)**	**($614,353)**	**55.16%**	**$19,875,228**
$407,972	031 - TRAFFIC IMPROVEMENT & SAFETY					
	Revenue	$1,775	($0)	($1,775)		
	Expense	($112,549)	($406,046)	($293,497)	27.72%	
	031 - TRAFFIC IMPROVEMENT & SAFETY Total	**($110,774)**	**($406,046)**	**($295,272)**	**27.28%**	**$297,198**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS AS OF SEPTEMBER 30, 2021

BEGINNING FUND BALANCE	Fund/ACCT Type	FY 2021 Actuals	FY 2021 Revised Budget	YTD Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
$146,732	**032 - INFO TECH REPLACEMENT FUND**					
	Revenue	$127,472	$127,760	$288	99.77%	
	Expense	($168,406)	($240,200)	($71,794)	70.11%	
	032 - INFO TECH REPLACEMENT FUND Total	**($40,934)**	**($112,440)**	**($71,506)**	**36.41%**	**$105,798**

Attachment 1

OTHER ENTERPRISE FUNDS AS OF SEPTEMBER 30, 2021

BEGINNING FUND BALANCE	Fund/ACCT Type	FY 2021 Actuals	FY 2021 Revised Budget	YTD Available Budget	FY to Date Actual % of Budget	ENDING FUND BALANCE
$1,055,525	**015 - DRAINAGE FUND**					
	Revenue	$770,781	$779,150	$8,369	98.93%	
	Expense	($669,839)	($944,770)	($255,505)	70.90%	
	015 - DRAINAGE FUND Total	**$100,942**	**($165,620)**	**($247,135)**	**-60.95%**	**$1,156,467**
$750,224	**019 - SANITATION FUND**					
	Revenue	$3,945,861	$4,168,500	$222,639	94.66%	
	Expense	($4,141,359)	($4,383,187)	($121,204)	94.48%	
	019 - SANITATION FUND Total	**($195,498)**	**($214,687)**	**$101,435**	**91.06%**	**$554,726**

END OF REPORT

PLEASE CONTACT FINANCIAL SERVICES DIRECTOR WITH ANY QUESTIONS CONCERNING THIS REPORT.
edena.atmore@duncanville.com or 972-780-5005.

Prepared by
FINANCIAL SERVICES DEPARTMENT

STAFF REPORT

MEETING: City Council - 16 Nov 2021

TITLE:
Receive the Fiscal Year 2021 Fourth Quarter Investment Report as of September 30, 2021.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Edena J. Atmore, CPA,
Managing Director, Financial Services

BACKGROUND/HISTORY:
PFIA (Public Funds Investment Act) recommends quarterly investment reports to be provided to the governing body. This report will cover the Fiscal Year 2021's fourth-quarter investment activity and interest earnings. The City of Duncanville Investment Report will cover beginning and ending investment balances and summarize investment activity from June 2021 through September 2021. All investments must comply with PFIA requirements and guidelines.

POLICY EXPLANATION:
The investment balance at June 30, 2021, was $73,105,039, with an ending balance at September 30, 2021, of $68,611,531. The portfolio decreased by $4,493,508 as CDs matured and transfers were made to cover city expenditures from July through September. Interest rates continued to decline during the quarter as the economy struggled under the weight of the pandemic recovery efforts.

The LOGIC government investment pool declined from 9.8 basis points to 4 basis points during the period. As a reminder, 100 basis points equates to 1%. Due to longer-term investments in CD's prior to the interest rate decline, the average rate earned by the City is significantly higher than the LOGIC pool rates, as demonstrated on page 4 of the attached report. The earnings credit rate applied to the City's Wells Fargo account is also higher than the LOGIC, and the CD interest rates earned.

The City average rate of return declined from 46 basis points to 33 basis points during the period. All CD's and Money Market investments are fully secured at a minimum of 100% of principal by pledged collateral, Letters of Credit held by the Federal Home Loan Bank, and FDIC insurance currently at $250,000 per institution. Overall, Duncanville's investment interest earnings totaled $ 56,672 for the quarter ended September 30, 2021.

FUNDING SOURCE: ORG AND OBJECT NUMBER
N/A

AVAILABLE BUDGET, PURCHASE AMOUNT, AND AFTER ENCUMBER:
N/A

ATTACHMENTS:
Investment Report QTR 4-2021 09

Duncanville
City of Champions

City of Duncanville, Texas

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2021

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Duncanville is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Agustin Garcia
Agustin (Gus) Garcia, Director of Economic Development

Edena Atmore, Interim Finance Director

Lauren Peterson, Accountant

Disclaimer: These reports were compiled using information provided by the City of Duncanville. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Annual Comparison of Portfolio Performance

FYE Results by Investment Category:

	September 30, 2020			September 30, 2021		
Asset Type	**Ave. Yield**	**Book Value**	**Market Value**	**Ave. Yield**	**Book Value**	**Market Value**
DDA	0.00%	$ 1,838,319	$ 1,838,319	0.59%	$ 8,868,228	$ 8,868,228
MMA/LGIPs	0.44%	26,884,812	26,884,812	0.32%	26,676,579	26,676,579
CDs	1.44%	33,500,000	33,500,000	0.27%	33,066,723	33,066,723
Totals		**$ 62,223,131**	**$ 62,223,131**		**$ 68,611,531**	**$ 68,611,531**
Fourth Quarter-End Yield	**0.99%**			**0.33%**		

Fiscal Year Average Yield (1):

	2020 Fiscal Year	2021 Fiscal Year
Duncanville	1.52%	0.46%
Rolling Three Month Treasury	0.76%	0.06%
Rolling Six Month Treasury	0.99%	0.08%
TexPool	0.76%	0.05%
Fiscal YTD Interest Earnings	$ 1,029,639 Approximate	$ 315,810 Approximate

(1) **Fiscal Year Average Yield** - calculated using the City's annual interest income divided by average quarter end portfolio Book Value, and does not reflect a total return analysis or account for advisory fees. Benchmark average yields calculated using quarter end report yields.

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2021 Book Value	June 30, 2021 Market Value	September 30, 2021 Book Value	September 30, 2021 Market Value	Ave. Yield
DDA	$ 2,313,490	$ 2,313,490	$ 8,868,228	$ 8,868,228	0.59%
MMA/LGIPs	27,156,710	27,156,710	26,676,579	26,676,579	0.32%
CDs	43,634,839	43,634,839	33,066,723	33,066,723	0.27%
Totals	**$ 73,105,039**	**$ 73,105,039**	**$ 68,611,531**	**$ 68,611,531**	0.33%

Current Quarter Weighted Average Yield (1)	
Total Portfolio	0.33%
Rolling Three Month Treasury	0.05%
Rolling Six Month Treasury	0.05%
TexPool	0.03%

Fiscal Year-to-Date Weighted Average Yield (2)	
Total Portfolio	0.46%
Rolling Three Month Treasury	0.06%
Rolling Six Month Treasury	0.08%
Average Monthly TexPool	0.05%

Interest Earnings (Approximate)	
Quarterly Interest Income	$ 56,672
Year-to-date Interest Income	$ 315,810

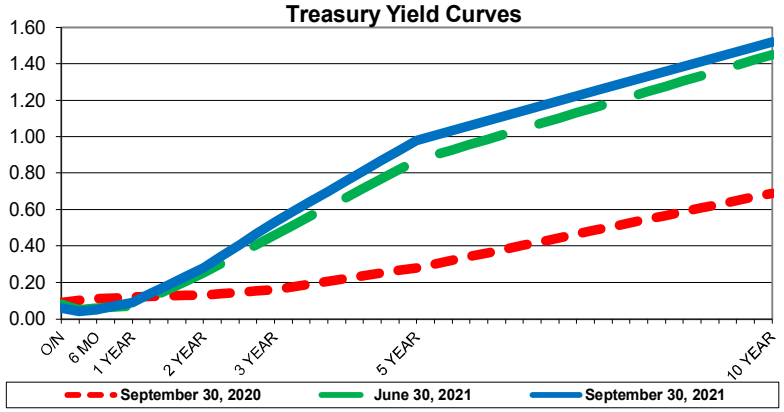
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees. The yield for the reporting month is used for bank and money market balances.

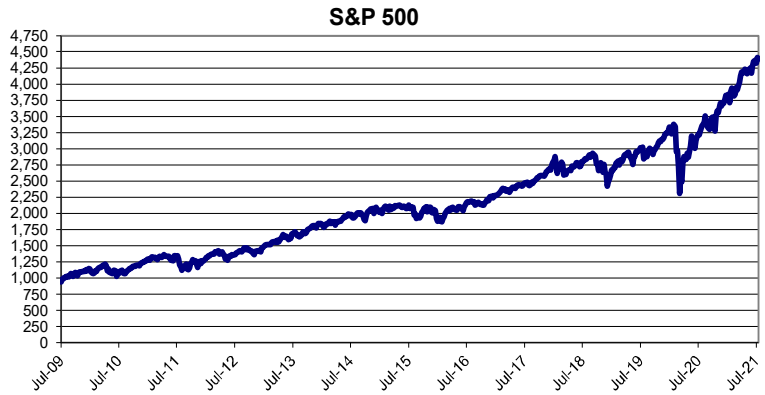
(2) **Fiscal Year-to-Date Weighted Average Yield -** calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

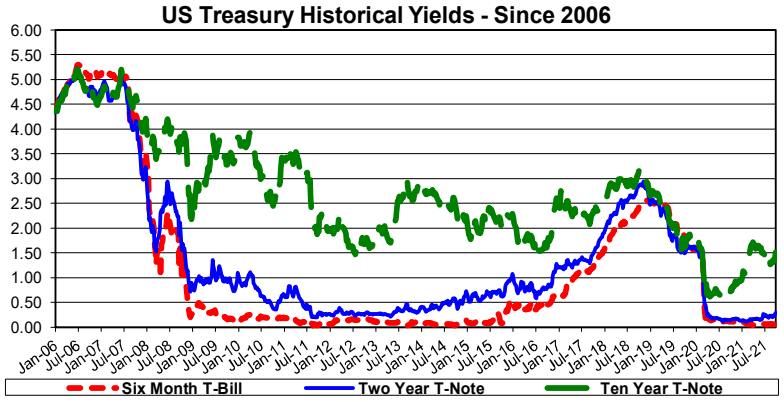
Economic Overview

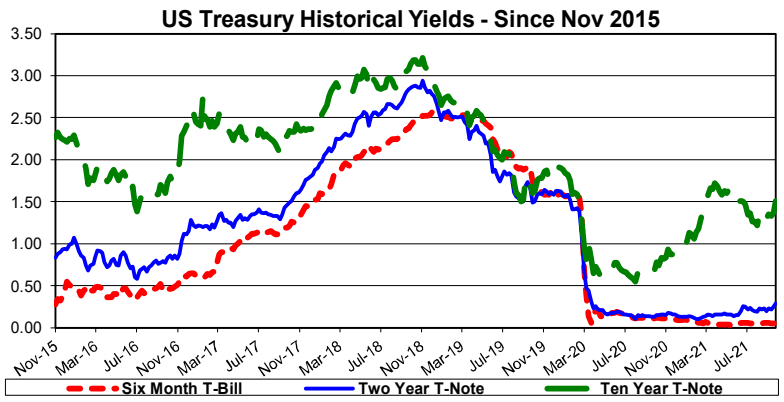
9/30/2021

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%), and projects that reduced rates could remain into 2023. Monthly government security purchases may begin tapering as early as Nov 2021. Second Quarter GDP posted +6.7% (Final). Employment recovery/growth has moderated, but job openings remain high. August Non-Farm Payroll only added 194k net new jobs. Crude oil bounced up to +/-$77 per barrel, with fuel shortages in England and other countries. The Stock Markets reached new highs, but have retrenched slightly. Housing, Industrial Production, Durable Goods, Consumer Spending, and other indicators remain positive but constrained. The Biden administration and Congress continue to negotiate infrastructure, fiscal and debt limit packages. Inflation remained over the FOMC 2+% target and may not be as temporary as initially projected. The Yield Curve rose slightly from two years to ten years.









Investment Holdings

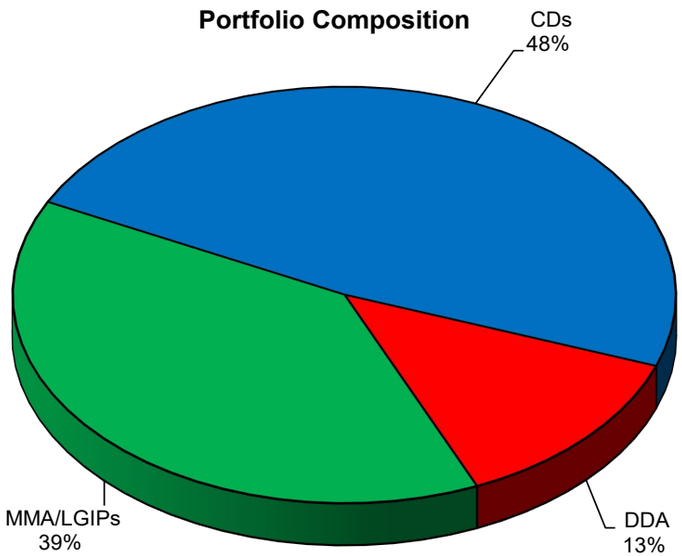
September 30, 2021

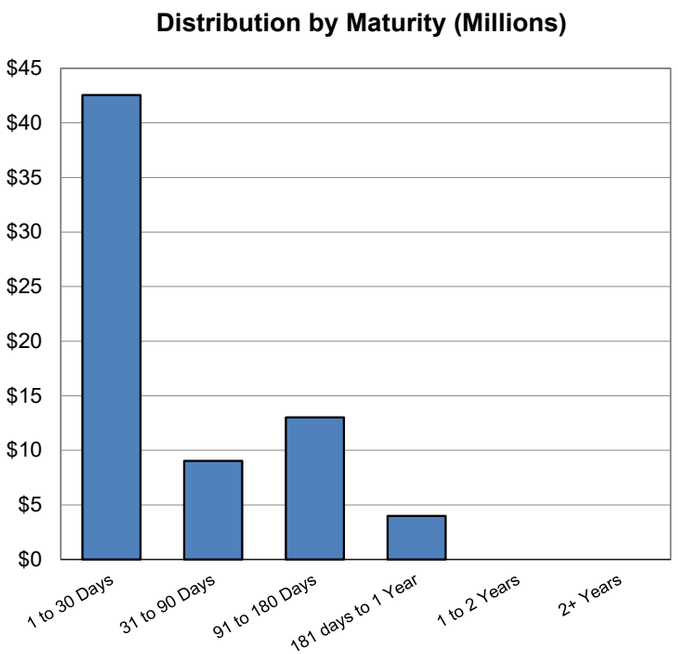
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank DDA (3)		0.59%	10/01/21	09/30/21	$ 8,868,228	$ 8,868,228	1.00	$ 8,868,228	1	0.59%
NexBank MMA		0.40%	10/01/21	09/30/21	10,633,187	10,633,187	1.00	10,633,187	1	0.40%
NexBank MMA/ICS		0.40%	10/01/21	09/30/21	7,817,134	7,817,134	1.00	7,817,134	1	0.40%
Prosperity Bank MMA		0.15%	10/01/21	09/30/21	6,503,861	6,503,861	1.00	6,503,861	1	0.15%
TexPool	AAAm	0.03%	10/01/21	09/30/21	5,036	5,036	1.00	5,036	1	0.03%
LOGIC LGIP	AAAm	0.04%	10/01/21	09/30/21	1,717,361	1,717,361	1.00	1,717,361	1	0.04%
Prosperity Bank CD		0.30%	10/22/21	10/22/20	7,018,008	7,018,008	100.00	7,018,008	22	0.30%
Prosperity Bank CD		0.30%	11/19/21	11/19/20	6,015,584	6,015,584	100.00	6,015,584	50	0.30%
Prosperity Bank CD		0.40%	11/23/21	09/23/20	3,012,230	3,012,230	100.00	3,012,230	54	0.40%
American Nat'l Bank of TX CD		0.25%	02/01/22	02/02/21	6,009,904	6,009,904	100.00	6,009,904	124	0.25%
Prosperity Bank CD		0.20%	03/28/22	03/26/21	7,007,249	7,007,249	100.00	7,007,249	179	0.20%
Prosperity Bank CD		0.20%	04/12/22	04/12/21	4,003,748	4,003,748	100.00	4,003,748	194	0.20%
					$ 68,611,531	**$ 68,611,531**		**$ 68,611,531**	**50**	**0.33%**
									(1)	**(2)**

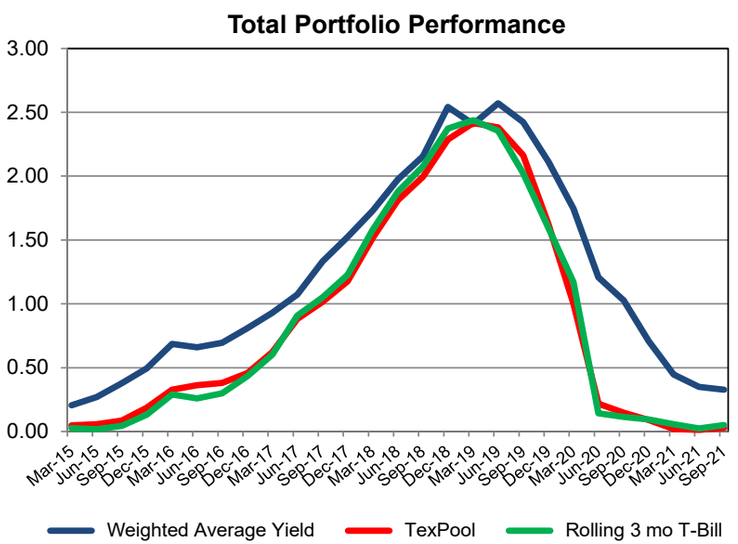
(1) Weighted average life - For purposes of calculating weighted average life, bank accounts and money market funds are assumed to have an one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts and money market funds.

(3) Earnings Credit Rate - Wells Fargo balances are used to to offset bank fees generating an estimated Earnings Credit Rate.


Portfolio Composition
CDs
48%
MMA/LGIPs
39%
DDA
13%


Distribution by Maturity (Millions)
$45
$40
$35
$30
$25
$20
$15
$10
$5
$0
1 to 30 Days
31 to 90 Days
91 to 180 Days
181 days to 1 Year
1 to 2 Years
2+ Years


Total Portfolio Performance
3.00
2.50
2.00
1.50
1.00
0.50
0.00
Mar-15
Jun-15
Sep-15
Dec-15
Mar-16
Jun-16
Sep-16
Dec-16
Mar-17
Jun-17
Sep-17
Dec-17
Mar-18
Jun-18
Sep-18
Dec-18
Mar-19
Jun-19
Sep-19
Dec-19
Mar-20
Jun-20
Sep-20
Dec-20
Mar-21
Jun-21
Sep-21
Weighted Average Yield
TexPool
Rolling 3 mo T-Bill

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/21	Increases	Decreases	Book Value 09/30/21	Market Value 06/30/21	Change in Market Value	Market Value 09/30/21
Wells Fargo Bank DDA (3)	0.59%	10/01/21	$ 2,313,490	$ 6,554,738	$ –	$ 8,868,228	$ 2,313,490	$ 6,554,738	$ 8,868,228
NexBank MMA	0.40%	10/01/21	10,622,474	10,713	–	10,633,187	10,622,474	10,713	10,633,187
NexBank MMA/ICS	0.40%	10/01/21	7,809,258	7,877	–	7,817,134	7,809,258	7,877	7,817,134
Prosperity Bank MMA	0.15%	10/01/21	2,003,029	4,500,831	–	6,503,861	2,003,029	4,500,831	6,503,861
TexPool	0.03%	10/01/21	5,036	–	–	5,036	5,036	–	5,036
LOGIC LGIP	0.04%	10/01/21	6,716,913	–	(4,999,552)	1,717,361	6,716,913	(4,999,552)	1,717,361
Prosperity Bank CD	0.40%	09/10/21	6,520,871	–	(6,520,871)	–	6,520,871	(6,520,871)	–
Prosperity Bank CD	2.80%	09/20/21	1,063,901	–	(1,063,901)	–	1,063,901	(1,063,901)	–
Prosperity Bank CD	0.25%	09/30/21	3,003,740	–	(3,003,740)	–	3,003,740	(3,003,740)	–
Prosperity Bank CD	0.30%	10/22/21	7,014,499	3,509	–	7,018,008	7,014,499	3,509	7,018,008
Prosperity Bank CD	0.30%	11/19/21	6,011,047	4,537	–	6,015,584	6,011,047	4,537	6,015,584
Prosperity Bank CD	0.40%	11/23/21	3,009,206	3,025	–	3,012,230	3,009,206	3,025	3,012,230
American Nat'l Bank of TX CD	0.25%	02/01/22	6,006,123	3,781	–	6,009,904	6,006,123	3,781	6,009,904
Prosperity Bank CD	0.20%	03/28/22	7,003,721	3,529	–	7,007,249	7,003,721	3,529	7,007,249
Prosperity Bank CD	0.20%	04/12/22	4,001,732	2,016	–	4,003,748	4,001,732	2,016	4,003,748
TOTAL/AVERAGE	**0.33%**		**$ 73,105,039**	**$ 11,094,556**	**$ (15,588,064)**	**$ 68,611,531**	**$ 73,105,039**	**$ (4,493,508)**	**$ 68,611,531**

Allocation
September 30, 2021

Book & Market Value

	Total	General	ARPA	Utility	Debt Service	Comp. Self Insurance	Hotel/Motel Tax	Economic Development
Wells Fargo Bank DDA	$ 8,868,228	$ 8,868,228	$ –	$ –	$ –	$ –	$ –	$ –
NexBank MMA	10,633,187	6,385,287	–	3,718,592	–	–	–	–
NexBank MMA/ICS	7,817,134	–	–	–	–	–	–	–
Prosperity Bank MMA	6,503,861	1,502,729	4,500,222	500,910	–	–	–	–
TexPool LGIP	5,036	5,036	–	–	–	–	–	–
LOGIC LGIP	1,717,361	1,717,361	–	–	–	–	–	–
10/22/21–Prosperity Bank CD	7,018,008	7,018,008	–	–	–	–	–	–
11/19/21–Prosperity Bank CD	6,015,584	6,015,584	–	–	–	–	–	–
11/23/21–Prosperity Bank CD	3,012,230	1,506,115	–	1,506,115	–	–	–	–
02/01/22–American Nat'l Bank of TX CD	6,009,904	6,009,904	–	–	–	–	–	–
03/28/22–Prosperity Bank CD	7,007,249	7,007,249	–	–	–	–	–	–
04/12/22–Prosperity Bank CD	4,003,748	–	–	–	–	–	–	–
Total	**$ 68,611,531**	**$46,035,501**	**$ 4,500,222**	**$ 5,725,617**	**$ –**	**$ –**	**$ –**	**$ –**

Allocation (Continued)
September 30, 2021

Book & Market Value

	Drainage Fees	Capital Replacement	Utility Capital Improvement	Court Technology	Solid Waste	Capital Projects Construction	Court Security	Juvenile Case Manager
Wells Fargo Bank DDA	$ –	$ –	$ –	$ –	$ –	$ –	$ –	$ –
NexBank MMA	–	529,308	–	–	–	–	–	–
NexBank MMA/ICS	–	–	–	–	–	7,817,134	–	–
Prosperity Bank MMA	–	–	–	–	–	–	–	–
TexPool LGIP	–	–	–	–	–	–	–	–
LOGIC LGIP	–	–	–	–	–	–	–	–
10/22/21–Prosperity Bank CD	–	–	–	–	–	–	–	–
11/19/21–Prosperity Bank CD	–	–	–	–	–	–	–	–
11/23/21–Prosperity Bank CD	–	–	–	–	–	–	–	–
02/01/22–American Nat'l Bank of TX CD	–	–	–	–	–	–	–	–
03/28/22–Prosperity Bank CD	–	–	–	–	–	–	–	–
04/12/22–Prosperity Bank CD	–	–	–	–	–	4,003,748	–	–
Total	**$ –**	**$ 529,308**	**$ –**	**$ –**	**$ –**	**$ 11,820,882**	**$ –**	**$ –**

Allocation
June 30, 2021

Book & Market Value

	Total	General	Utility	Debt Service	Comp. Self Insurance	Hotel/Motel Tax	Economic Development
Wells Fargo Bank DDA	$ 2,313,490	$ 2,313,490	$ –	$ –	$ –	$ –	$ –
NexBank MMA	10,622,474	6,378,854	3,714,846	–	–	–	–
NexBank MMA/ICS	7,809,258	–	–	–	–	–	–
Prosperity Bank MMA	2,003,029	1,502,272	500,757	–	–	–	–
TexPool LGIP	5,036	5,036	–	–	–	–	–
LOGIC LGIP	6,716,913	2,339,602	891,899	425,502	410,292	110,040	530,328
09/10/21–Prosperity Bank CD	6,520,871	6,520,871	–	–	–	–	–
09/20/21–Prosperity Bank CD	1,063,901	–	–	–	–	–	–
09/30/21–Prosperity Bank CD	3,003,740	–	–	–	–	–	–
10/22/21–Prosperity Bank CD	7,014,499	7,014,499	–	–	–	–	–
11/19/21–Prosperity Bank CD	6,011,047	6,011,047	–	–	–	–	–
11/23/21–Prosperity Bank CD	3,009,206	1,504,603	1,504,603	–	–	–	–
02/01/22–American Nat'l Bank of TX CD	6,006,123	6,006,123	–	–	–	–	–
03/28/22–Prosperity Bank CD	7,003,721	7,003,721	–	–	–	–	–
04/12/22–Prosperity Bank CD	4,001,732	–	–	–	–	–	–
Total	**$ 73,105,039**	**$46,600,117**	**$ 6,612,104**	**$ 425,502**	**$ 410,292**	**$ 110,040**	**$ 530,328**

Allocation
June 30, 2021

(Continued)

Book & Market Value

	Drainage Fees	Capital Replacement	Utility Capital Improvement	Court Technology	Solid Waste	Capital Projects Construction	Court Security	Juvenile Case Manager
Wells Fargo Bank DDA	$ –	$ –	$ –	$ –	$ –	$ –	$ –	$ –
NexBank MMA	–	528,775	–	–	–	–	–	–
NexBank MMA/ICS	–	–	–	–	–	7,809,258	–	–
Prosperity Bank MMA	–	–	–	–	–	–	–	–
TexPool LGIP	–	–	–	–	–	–	–	–
LOGIC LGIP	105,394	380,182	131,482	303,155	355,834	416	543,429	189,360
09/10/21–Prosperity Bank CD	–	–	–	–	–	–	–	–
09/20/21–Prosperity Bank CD	–	–	–	–	–	1,063,901	–	–
09/30/21–Prosperity Bank CD	–	–	–	–	–	3,003,740	–	–
10/22/21–Prosperity Bank CD	–	–	–	–	–	–	–	–
11/19/21–Prosperity Bank CD	–	–	–	–	–	–	–	–
11/23/21–Prosperity Bank CD	–	–	–	–	–	–	–	–
02/01/22–American Nat'l Bank of TX CD	–	–	–	–	–	–	–	–
03/28/22–Prosperity Bank CD	–	–	–	–	–	–	–	–
04/12/22–Prosperity Bank CD	–	–	–	–	–	4,001,732	–	–
Total	**$ 105,394**	**$ 908,957**	**$ 131,482**	**$ 303,155**	**$ 355,834**	**$ 15,879,046**	**$ 543,429**	**$ 189,360**