Duncanville City Council Meeting Agenda

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

Tuesday, December 5, 2023
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, December 5, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, December 5, 2023.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, December 5, 2023
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Discussion about creating an ordinance to prohibit parking along I-20 service roads. 6

I-20 Parking Ordinance

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. EI DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG 7 - 12

Executive Session

2. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sale, exchange or value of real property located along Main Street, Downtown District and/or remnant pieces of real property acquired through tax foreclosure or donation, all located within the corporate limits of the City. 13 - 20

Executive Session

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

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

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

A.	Consider the Minutes for November 21, 2023 City Council Regular Meeting. November 21, 2023 Council Meeting	21 - 28
B.	Council to consider adopting a resolution establishing the Council's Rules of Procedure for 2023 and 2024. Council's Rules of Procedure	29 - 73
C.	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). DCAD Vote	74 - 87
D.	Consider a Resolution authorizing the acquisition of Uninterrupted Power Supply equipment, Electrical Installation Services, and Temporary Generator through The Interlocal Purchasing System (TIPS), Contract Number 230105 in the estimated expenditure amount of $115,578.10. Uninterrupted Power for City Hall Buildings	88 - 91
E.	Consider a Resolution of the City Council of the City of Duncanville, Texas for the renewal of the Licensing/Maintenance Agreements with Tyler Technologies Inc. for the MUNIS Enterprise Resource Planning system (Financials, Revenue Management, Human Capital Management, Payroll, Cashiering, Enterprise Asset and Work Order Management, ExecuTime, and Utility Billing), Customer Self Service, Employee Self Service and EnerGov software for an amount not to	92 - 97

exceed $130,000.00.

Annual Maintenance for Tyler Technologies

F. Consider a Resolution of the City Council of the City of Duncanville, Texas for the re-implementation of the EnerGOV, Tyler Technologies, software that will be integrated with the City's Enterprise Resource System (ERP) for an amount not to exceed $99,000. 98 - 102

EnerGOV Re-Implementation

G. Consider a Resolution of the City Council of the City of Duncanville, Texas, authorizing the modification of the Tyler Technologies, Inc. contract through the Sourcewell Contract #090320-TTI, and authorize an expenditure in the amount of $147,090.00 for the implementation of the Municipal Justice (Courts) Software. 103 - 111

Tyler Technologies - Municipal Justice Software

H. Consider a Resolution authorizing the expenditure for field and turf irrigation products, landscaping products, and specialty conditioners/soils with BWI Companies, Inc. through BuyBoard contract #705-23 in the amount of not to exceed $61,900.00 through May 31, 2024. 112 - 181

Chemical Supplies with BWI Companies, Inc.

I. Consider a Resolution authorizing the annual procurement of senior meal program services with Visiting Nurse Association of Texas, in the unit amount bid through the City of Grand Prairie cooperative purchasing agreement #22140 with an annual estimated expenditure amount of $75,000.00. 182 - 284

VNA Contract for Senior Meals

J. Consider a Resolution authorizing funding for the procurement of after-hours answering service through AnswerFirst, in the amount bid through the City of Duncanville Contract #3190015 with an estimated Fiscal Year 2024 expenditure of $45,000 and a five-year expenditure not to exceed $245,000. 285 - 290

FY24 Renewal - AnswerFirst Telemessaging

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Conduct a Public Hearing and consideration of an Ordinance amending the Comprehensive Zoning Ordinance and map, to rescind a Special Use Permit "SUP" for Short-Term Rental on real property located at 502 San Pedro Avenue, Duncanville, Texas. 291 - 309

Rescind SUP at 502 San Pedro Avenue

C. Conduct a public hearing for consideration and action regarding the request of Jessica Figaro, applicant, representing BH Industrial LLC, for a Specific Use Permit (SUP) to allow for the Use "Banquet or Event Center" and consider adopting an ordinance amending the Comprehensive Zoning Ordinance and map on Fairmeadows Village Replat, Block P, Lot 2R, ACS 9.8519 AC, more commonly known as 320 East Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas. 310 - 350

SUP for Banquet or Event Center at 320 East Camp Wisdom Road

6. STAFF AND BOARD REPORTS

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Friday, December 1, 2023 , by 5:30 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Discussion about creating an ordinance to prohibit parking along I-20 service roads.

Vision Statement:

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

STAFF RESPONSIBLE:
Robert D. Brown, Jr., Interim City Manager
Mark LiVigini, Chief of Police
Jacqueline Culton, Interim Director of Public Works

BACKGROUND/HISTORY:
Discussion about creating an ordinance to prohibit parking along I-20 service roads.

POLICY EXPLANATION:
Discussion about creating an ordinance to prohibit parking along I-20 service roads.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Discussion about creating an ordinance to prohibit parking along I-20 service roads.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Chiquita Taylor
David Kees

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.
2. Do not take action as a result of executive session.

ATTACHMENTS:

Executive Session - Pdf

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Chiquita Taylor
David Kees

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.
2. Do not take action as a result of executive session.

ATTACHMENTS:

Executive Session - Pdf

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Chiquita Taylor
David Kees

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.
2. Do not take action as a result of executive session.

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sale, exchange or value of real property located along Main Street, Downtown District and/or remnant pieces of real property acquired through tax foreclosure or donation, all located within the corporate limits of the City.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Robert Brown, Interim City Manager

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sale, exchange or value of real property located along Main Street, Downtown District and/or remnant pieces of real property acquired through tax foreclosure or donation, all located within the corporate limits of the City.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sale, exchange or value of real property located along Main Street, Downtown District and/or remnant pieces of real property acquired through tax foreclosure or donation, all located within the corporate limits of the City.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.
2. Do not take action as a result of executive session.

ATTACHMENTS:

Executive Session - Pdf

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Chiquita Taylor
David Kees

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.
2. Do not take action as a result of executive session.

ATTACHMENTS:

Executive Session - Pdf

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Chiquita Taylor
David Kees

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.
2. Do not take action as a result of executive session.

ATTACHMENTS:

Executive Session - Pdf

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Chiquita Taylor
David Kees

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.071(1) of the Texas Government Code to seek legal advice from the City Attorney regarding City of Camden, et al. v. El DuPont De Nnemours and Company, Case Number 2:23-cv-03230-RMG; and, City of Camden, et al. 3M Company, Case No. 2:23-cv-03147-RMG, Case Number 2:23-cv-03147-RMG

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.
2. Do not take action as a result of executive session.

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, November 21, 2023

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, November 21, 2023, at 6:02 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Mayor Barry L. Gordon

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Pro Tem Contreras read the item into the record, and Interim City Manager Robert Brown Jr. reviewed each item.

Mr. Brown requested Finance Manager Dennis Hickman and Chief Procurement Officer Elton Brock give a review of the additional agenda items being added to the agenda due to a review of contracts. Ms. Hickman stated this is to make sure we are following our internal controls. Purchasing and Procurement processes were reviewed by Mr. Brock. Any contract the has an amount greater than $50,000 in more than one year was added for council approval.

2. CITY COUNCIL CALENDAR

City Secretary Chiquita Taylor reviewed the council calendar.

3. BRIEFINGS / PRESENTATIONS

A. ***Review proposed mission statements for the Neighborhood Vitality Commission***

Ms. Taylor reviewed the three proposed mission statements for the record. Mayor Pro Tem Contreras asked which option the council preferred. Option #3 was preferred with the modification of adding "continue to build strong neighborhoods."

#3
Encourages engagement, empowering and motivating residents to improve the quality of life in their neighborhoods. We want to continue to build strong neighborhoods in Duncanville for today and tomorrow and ensure long-term vitality in our neighborhoods.

Mayor Pro Tem Contreras recessed the Briefing Session at 7:02 p.m. for City Council to convene into Executive Session.

EXECUTIVE SESSION

The Executive Session was called into session at 7:02 p.m. and Mayor Pro Tem Contreras read the item into record.

The Council closed the Executive Session at 7:17 p.m.

Mayor Pro Tem Contreras reconvened and adjourned the briefing session at 7:18p.m.

Draft

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

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

The City Council convened into Regular Session in the Council Chambers at 7:26 p.m. with Mayor Pro Tem Contreras presiding.

Councilmember Jeremy Koontz delivered the Invocation.

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

1. REPORTS

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

Mayor Pro Tem Contreras complemented the landscape features on I-20 and Cedar Ridge.

B. ***Councilmembers' Reports***

Councilmember Koontz thanked interim Public Works Director Jacqueline Colton and staff in Public Works for a section of curb on Main Street and Magnolia Lane for the repair and the ramp. He also thanked Todd Siegel in Human Resources for the completion of the Couch to 5K for citizens and employees.

Councilmember McBurnett thanked Assistant Parks Director Tyler Agee for Operation Clean Duncanville and Arbor Day events. He also wished his Mom a Happy 95th birthday.

Councilmember Cherry-Brown acknowledged Monica Kenney with Frost bank upon her passing. She was a great partner with the city and Frost bank.

Councilmember Gooden provided an update on desire to see the City Manager not only reside in the city but also own property in the city. Encouraged those citizens interested in changing the city charter to require this, to please reach out to your councilmember. She stated her gratitude to ICM Brown for guidance at the city workshop retreat.

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

ICM Brown discussed the unhoused population. He stated this is a community wide issue that we are working hard to address.

The Police department kicked off its Santa Cop program and donation boxes have been placed around the city.

Mr. Brown welcomed Keke Smith as our new Health Inspector and thanked the Parks and Recreation staff for the success of the Boo Bash. He also commended the Police department on the drug take back program.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Mayor Gordon will make a presentation honoring Lewis Bulin as a Champion of the City***

Mayor Pro Tem Contreras along with Police Chief Mark LiVigni presented the Champion of the City to Mr. Bulin.

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"

Draft

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

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/
To submit a comment via email the following information is required:

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

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

Mark Graham
410 Santa Fe Trail
Ladd Property

Teresa Montgomery
519 Allen Ave.
Monte Anderson's Wheatland Plaza project

4. CONSENT AGENDA

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

A. ***Consider the Minutes for the following City Council meetings:***

B. ***Council to consider adopting a resolution establishing the Council's Rules of Procedure for 2023 and 2024.***

This item requested to be tabled by Councilmember McBurnett. He would like to have a red line version of the Council Rules of Procedure with noted changes.

TABLED

C. ***Council to consider adopting an ordinance to correct a scrivener's error in the published version of Ordinance 2317R.***

Item 4C and 4D were requested to be moved to individual consideration by Councilmember Koontz.

Item 5E and 5F were addressed together by City Attorney Hager. Mr. Hager stated there was some confusion in the text of the ordinance in relation to Opportunity Zone 8, therefore we amended the text of the comprehensive plan. Both ordinances were signed, however only Ordinance 2486 should have been signed due to the transition in the City Secretary's office.

Councilmember Koontz stated Ordinances 2317R and 2486 accurately reflect what has been approved.

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

D. ***Council to consider adopting an ordinance to correct a scrivener's error in the published version of Ordinances 2485 and 2486.***

Moved to individual consideration at request of Councilmember Koontz.

Draft

This item was considered along with item 4C.

E. ***Council to consider a resolution to approve an annual recurring agreement with CivicPlus for citizen reporting software known as See.Click.Fix with an anticipated Fiscal Year 2024 expenditure of $51,975; and authorizing the City Manager to execute the necessary documents related to said expenditure; and providing for an effective date.***
This item requested to be moved to individual consideration by Councilmember Gooden.

Interim Assistant City Manager David Kees presented this item. He stated we have had this program since 2021 and it was fully implemented in 2022. This item is to correct the absence of approval from council before signing the contract. Councilmember Gooden stated her concern of bringing the contract to council for approval after it has expired. She would like contracts to be brought to council sooner so that decisions as not made out of desperation. Councilmember McBurnett asked if the software is worth the cost if the citizens are not using it and asked how we can increase the number of users. Mr. Kees stated we can advertise on the website, in print, and other areas to inform the public. We can also use the software as a notification system for street closures or issue status notification. Councilmember Cherry-Brown would like us to give it more time to get the word out to citizens to increase usage.

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

F. ***Consider a Resolution approving the renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of $138,671.30 for a two-year term.***

G. ***Consider a Resolution authorizing the purchase of Emergency Medical Supplies from Life-Assist, Inc., through the City of Midlothian Contract 2020-28 for the unit price bid with an estimated expenditure amount of $50,000.00.***

H. ***Consider a Resolution of the City Council of the City of Duncanville, Texas, authorizing an Addendum to the Billing and Collections of Emergency Medical Services Fees Contract with Emergicon, LLC, adding supplemental payment recovery assistance services through Public Consulting Group, Inc. for a service fee not to exceed 15% of the supplemental payments recovered by the Contractor on behalf of the City.***

I. ***Consider a Resolution authorizing a professional services agreement with On Duty Health for Annual Firefighter Medical Assessments for an expenditure amount not to exceed $192,105.81 over the next five (5) years.***

J. ***Consider a Resolution authorizing the purchase of Uniforms and Uniform Accessories from Impact Promotional Services, LLC, dba Got You Covered Work Wear & Uniforms Inc., through Buy Board Contract 670-22 for a discounted unit price bid with an estimated expenditure amount not to exceed $140,000.00.***

K. ***Consider a Resolution authorizing the purchase of real-time and historical data for law enforcement online search services (DIR) Contract DIR-LGL-CALIR-02 from CLEAR Access - West Publishing with an estimated not to exceed expenditure amount of $130,808.52 over five (5) years..***

L. ***Consider a Resolution authorizing the purchase of rifle-resistant body armor from Angel Amor through Buyboard contract #698-23, for the contractually discounted price, not to exceed $54,000.00***

M. ***Consider a resolution authorizing a one-year contract for investment consulting services with Valley View Consulting, LLC, through***

Draft

September 30, 2024, with an estimated Fiscal Year 2024 expenditure in the amount of $49,000.

N. ***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 $138,500.00.***

O. ***Consider a Resolution authorizing an expenditure not to exceed $84,794 to the Dallas Central Appraisal District (DCAD) for property appraisal services for Fiscal Year 2024.***

P. ***Consider a resolution ratifying expenditures for the procurement of OpenGov online budgeting and budget book software through Carahsoft in the amount of $98,492.48 for a two-year period.***

Q. ***Consider a Resolution approving the purchase of traffic operations equipment, maintenance, and supplies from Paradigm Traffic Systems, Inc. using BuyBoard Contract 695-23, in an amount not to exceed $170,000.00.***

R. ***Consider a Resolution approving the purchase of traffic operations equipment, supplies, and services from Consolidated Traffic Controls, Inc. using Houston-Galveston Area Council of Governments (HGAC) Contract PE-05-21, in an amount not to exceed $170,000.00.***

S. ***Consider a Resolution awarding RFB 23-0002 Waterline Replacement Wren Avenue and Oriole Boulevard I-20 Aerial Crossing construction project to Texas Standard Construction Ltd. through the City's competitive bid process, with a contract amount of $1,099,215.55 and an additional appropriation of $109,921.56 as a project contingency for a total amount not to exceed $1,209,137.11.***

T. ***Consider a Resolution authorizing a contract with Vulcan Materials for ready-mixed concrete via sole source procurement in the amount of $75,000.00; and authorizing the City Manager to execute the necessary documents related to said expenditures.***

U. ***Consider a Resolution authorizing an appropriation of $39,499.70 in additional funding to establish a project contingency for the execution of change orders for the Cherry Street Alley from Alexander Avenue to N. Cockrell Hill Road construction project for a total contract amount not to exceed $434,496.70.***

V. ***Consider a Resolution authorizing an amendment to Professional Services Agreement 21-009 with IEA, Inc., for additional construction administration and professional engineering services as part of the Cherry Street and Center Street Alley Phase 1 Reconstruction Project in the amount of $11,636.00, not exceeding a total contract amount of $69,817.25.***

W. ***Consider a Resolution authorizing execution of Change Order No. 2 for IFB 21-0010, Danieldale Pump Station Rehabilitation - Phase 1, for additional construction services to complete the rehabilitation of the Danieldale Pump Station North Ground Storage Tank, in the amount of $18,866.92, for a total contract amount of $2,165,666.92.***

X. ***Consider a Resolution authorizing a new Professional Services Agreement with Gerard de Camp, M.S.C.E., P.E., PTOE, for traffic engineering consultant services for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed $50,000.00, subject to appropriation; and authorizing the City Manager to execute the necessary documents related to said expenditures.***

Y. ***Consider a Resolution authorizing a new Professional Services Agreement with Cactus Computer, Inc. for IT consultant services for Traffic and Utilities Divisions for a one-year term, with the option to renew up to four additional one-year terms in an estimated contract amount not to exceed $173,000.00, subject to appropriation; and authorizing the City Manager to execute the necessary documents related to said expenditures.***

Draft

Z. ***Consider a Resolution authorizing a contract with Data Transfer Solutions for infrastructure assessment services via sole source procurement in the amount of $139,250.40; and authorizing the City Manager to execute the necessary documents related to said expenditure.***

AA. ***Consider a Resolution authorizing a three-year agreement with Zenith Construction Services Inc. dba Christmas by Zenith, for Christmas tree install services and holiday lighting services with an anticipated fiscal year 2024 expenditure of $28,370.00 and providing for a total expenditure amount of $100,000.00.***

AB. ***Consider a Resolution authorizing the expenditure for tree maintenance services with The Paysage Group dba Smith Lawn and Tree Service as a primary contractor and Shawnee Mission and Tree Service dba Arbor Masters as a secondary contractor, in the unit amounts bid through the City of Grapevine RFB #515-2022 with an estimated expenditure in the amount of $75,000.00.***

AC. ***Consider a resolution of the City Council of Duncanville, Texas, approving the Terms and Conditions of an Interlocal Cooperative Contract Between the University of Texas at Austin, ITS, Office of Telecommunications Services and The City of Duncanville for the purchase of goods and services.***

AD. ***Consider a Resolution approving the contract renewal of telephone and communication data systems and solutions through Ring Central partner Flair Data systems for Ring Central Services and equipment through The Interlocal Purchasing System (TIPS) contract in an expenditure amount of $82,799.80.***

AE. ***Consider a Resolution authorizing a five-year engagement for a security protection and maintenance plan for IP cameras, door/site access, wireless network, and software upgrade/support services through the Texas Department of Information Resources purchasing contract #DIR-CPO-4494, with an annual anticipated expenditure of $59,172.52, providing for a total anticipated expenditure not to exceed $345,000.00.***

AF. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Plaza Villareal, LLC in an amount not to exceed $187,567 for a building located at 704 N. Main Street, Duncanville, Texas, 75116.***

Items 4AF through 4AI were requested to be moved to individual consideration by Councilmember Koontz.

Economic Development Manager Clay Mansell presented this item. He stated most of the funds will be used for concrete work, foundational repair, and irrigation system for landscaping. Councilmember Koontz asked Mr. Mansell to explain the purpose of the design incentive grant program. Councilmember McBurnett asked what these improvements will do for the surrounding area. Mr. Mansell stated the hope is this will be a catalyst for future development.

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

AG. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to The Diamond Suite Art & Event Studio, in an amount not to exceed $10,000 for a building located at 320 E. Camp Wisdom Road. Duncanville, Texas, 75116.***

Moved to individual consideration.

Mr. Mansell presented this item. This grant is for signage and landscaping. Mayor Pro Tem Contreras asked about the landscaping and where it will occur. Mr. Mansell said it would be on the concrete around the space with mostly freestanding landscaping. Managing Director of Development Services Gus Garcia stated they would not be eligible for the grant until they receive an SUP for an Event Center. Art Studio is allowed by right, but the Event Center would require a SUP.

Draft

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

AH. ***Consider a Resolution approving the terms and conditions of design incentive grants by the Duncanville Community and Economic Development Corporation (DCEDC) to Red Bird Bowling Lanes, Inc., in the amount of $11,940, for a building located at 1114 S. Main Street, Duncanville, Texas 75137.***
Moved to individual consideration.

Mr. Mansell presented this item. This grant is for parking lot re-striping and signage. Councilmember McBurnett and Councilmember Koontz spoke in support of this business and the improvements.

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

AI. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Kingsmen Coffee, LLC, in an amount not to exceed $8,000 for a building located at 702 W. Wheatland Road, Suite #714, Duncanville, Texas, 75116.***
Moved to individual consideration.

Mr. Mansell presented this item. This grant is for signage. Councilmember Koontz and Councilmember Gooden spoke in support of this business and the improvements.

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

AJ. ***Consider a Resolution approving of a Hotel Occupancy Tax Grant for the FY 23-24 Budget in the amount of $20,400.00 to the Duncanville Chamber of Commerce for property maintenance and computer upgrades while serving as the Duncanville Official Visitor Center.***

Councilmember Jeremy Koontz made a motion to approve the consent items as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. ***Conduct a public hearing for consideration and action regarding the request of Ravi Murjani, applicant and owner, for a Zoning Change from DD, Downtown District to LOR, Local Office Retail District and adopt an ordinance to amend the Comprehensive Zoning Ordinance and map on AMG Merrill ABST 884, PG 075, TR 40, ACS 0.1368, more commonly known as 106 East Freeman Street, in the City of Duncanville, Dallas County, Texas.***
Senior Planner Nathan Warren presented this item. The applicant is requesting a zoning change to allow the operation of retail land uses on the subject property.

Opened public hearing at 8:19p.m.

None is support.

None spoke in opposition.

Draft

Councilmember Don McBurnett made a motion to close the public hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent.

The public hearing closed at 8:20p.m.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 3 for, 3 against (Councilmember At-Large DeMonica Gooden, Councilmember Jeremy Koontz, and Councilmember Karen Cherry-Brown), with Mayor Barry L. Gordon absent.

ITEM FAILED

C. ***Consider an ordinance amending the FY 2023-2024 budget by appropriating resources received for projects, grants, donations, and capital projects in FY 2023 and amending expenditures.***

Budget Administrator Jennifer Otey presented this item.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 6 for, 0 against, with Mayor Barry L. Gordon absent.

D. ***Consider a Resolution awarding RFB 24-0001 Ten Mile Creek Embankment and Drainage Improvements to Stoic Construction, Inc., through the City's competitive bid process, with a contract amount of $1,425,311.00 and an additional appropriation of $142,531.10 as a project contingency for a total amount not to exceed $1,567,842.10.***

Interim Public Works Director Jacqueline Colton presented this item. Councilmember Gooden asked for clarification on who is responsible for maintaining the bag walls. Ms. Colton stated it depends upon the ownership of the bag walls and who built them. This wall contains infrastructure that the city needs to protect.

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

6. STAFF AND BOARD REPORTS

A. ***Fire Department Quarterly Report - 4th Quarter***
Presented by Assistant Chief Greg Chase.

ADJOURNMENT

The meeting was adjourned at 9:46 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Council to consider adopting a resolution establishing the Council's Rules of Procedure for 2023 and 2024.

Vision Statement:

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

STAFF RESPONSIBLE:
David Kees, Interim Assistant City Manager

BACKGROUND/HISTORY:
The Council shall adopt its rules of procedure annually.

POLICY EXPLANATION:
Following the City Council retreat November 2-3, 2023, in which feedback was received on the rules of procedure document, changes have been made and the document is being brought to Council for ratification.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Adopt the Rules of Procedure.
2. Amend the Rules of Procedure.
3. Other actions as directed by Council.

ATTACHMENTS:
Rules of Procedure -- 2023-2024 DRAFT
Resolution No. - 2023-184 - Rules of Procedure

RULES OF PROCEDURE

Adopted:

~~October~~ December 5~~18~~, 2023~~2~~

CITY COUNCIL

CITY OF DUNCANVILLE, TEXAS

City Council of Duncanville Mission & Pillars

"*The mission of the City Council of Duncanville is to build a vibrant inclusive community driven by a commitment to democratic principles and service above self.*"

Table of Contents

I. ROLES & RESPONSIBILITIES....4

Mayor....4
Mayor pro tempore....4
City Council....5
City Manager....6
City Attorney....7
City Secretary....7

II. RELATIONS....8

Mayor, City Council, City Manager, & City Staff....8
Council Inquiries with the City Manager....8
Mayor & Councilmember Training and Professional Development....9
Community Events and Town Halls....9
Media and Social Media....10
Boards and Commissions....11

III. RULES OF MEETING....12

Meeting Structure....12
Rules of Conduct....13
Order of Business....15
Rules of Procedure for Council Meetings....16
Reports to Council....17
Meeting Minutes....17
Resolutions and Ordinances....18

IV. REGULATIONS....19

Code of Ethics....19
Censure Policy....19
Removals from Office....20

I. ROLES & RESPONSIBILITIES

This section will focus on defining the positions and establishing the duties of those who sit on and who are intended to support the operations of the City Council of Duncanville.

A. The Mayor

Home Rule Charter Reference - Article II Sec. 2.05, Presiding Officer: The Mayor

The Mayor shall preside at meetings of the City Council, and shall be recognized as head of City government for all ceremonial purposes and by the Governor for purposes of military law, but shall have no regular administrative duties. He may participate in the discussion of all matters coming before the Council. He shall be entitled to vote as a member thereof on legislative, or other matters, commencing of and from the date that the Council member elected at large assumes the duties of office following the City's general election in May, 2003. The Council shall elect from among the Councilmen a Mayor pro tempore who shall act as Mayor during the absence or disability of the Mayor. If a vacancy in the office of Mayor occurs, the Council shall select a Mayor from its own members who shall serve until the next regular election. His former place as councilmember shall be deemed vacant and filled as provided for in Section 2.04.

1. The Mayor shall be the presiding officer at all meetings. The Mayor pro tempore shall preside in their absence or refusal to conduct the meeting.
2. The Mayor shall preserver order and decorum and shall require Councilmembers and citizens in attendance engaged in debate to limit discussion to the question under consideration and shall operate according to these Rules of Procedure.
3. The Mayor will encourage all Councilmembers to participate in Council discussion and give each member an opportunity to speak for five minutes before any member can speak again on the same subject. No vote to close discussion, limit debate, or call the question shall be entertained by the Mayor if a Councilmember, desiring to speak, has not had their opportunity to speak at least twice on any given agenda item. Any vote to close or limit debate requires a simple majority vote.

B. Mayor pro tempore

1. If the Mayor fails to execute any ordinance, resolution, or Council-approved document within 72 hours of its lawful passage by the Council, the Mayor pro tempore shall have full authority to sign and execute such ordinance, resolution, or Council-approved document.
2. The Mayor pro tempore shall be elected by a majority vote of the Councilmembers present at the first regular meeting of the City Council following the swearing-in of newly elected Councilmembers from the May general election or subsequent run-offs.

3. The Mayor pro tempore shall be elected for a one-year term and shall serve until replaced by a subsequent Mayor pro tempore election. The Councilmember currently serving as Mayor pro tempore shall not be eligible to serve consecutive terms.
4. Criteria to be considered in the election of Mayor pro tempore:
    - Willingness to commit the time necessary to serve in case of the absence of the Mayor. Duties will include presiding over City Council meetings, scheduled and called meetings, representing the City at ribbon cuttings, memorial events, speaking engagements during the day and evening hours, and assisting staff when requested for special projects. From time to time, the Mayor may call on the Mayor pro tempore to assist in representing the City when scheduling conflicts occur.
    - The Mayor pro tempore should have demonstrable leadership abilities and a good working relationship with their fellow Councilmembers and City staff.
    - Councilmember must have served a minimum of one year on the City Council before being eligible to serve as Mayor pro tempore.
    - Councilmember should resist outside lobbying efforts by citizens on behalf of a particular Councilmember or for a particular council district.
    - In the event that more than one Councilmember may meet the criteria to serve as Mayor pro tempore, a Councilmember's vote should be cast for the one member they feel can best serve the City as Mayor pro tempore for the coming year. Since only one person will be elected Mayor pro tempore, the remaining Councilmembers should not consider the vote for another member as a lack of confidence in their ability or disrespect to the citizens of the district they represent.
5. No Councilmember shall offer, seek, or accept any favors, gifts, or special considerations in exchange for a vote to be Mayor pro tempore.
6. The Mayor pro tempore may be removed by a simple majority vote of the City Council. Should the office of Mayor pro tempore be vacated, an election to fill the unexpired term shall be held at the second regular meeting of the City Council following the vacancy.

C. City Council

1. When addressing an agenda item, the Councilmember shall first be recognized by the Mayor, confine their comments and questions to the issue under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Councilmember or staff member in their argument or vote. Councilmembers shall at all times maintain civility among each other and refrain from uncivil discourse.
2. Any Councilmember may appeal a ruling of the Mayor to the Council as a whole. If the appeal is seconded, the Councilmember making the appeal may make a brief statement justifying the appeal. The Mayor may subsequently explain their position. Then, each Councilmember may explain their position. The Mayor will then put the

ruling to a vote of the Council. A majority vote is required to overturn the ruling of the Mayor.

3. Any Councilmember may raise a point of order and require the Council to conform to the order of business or these Rules of Procedures. The Council may by motion and simple majority vote to suspend these rules and amend the agenda or order of business.
4. Meetings with and questions of the City Attorney may be made by any Councilmember as needed, but the Attorney's time shall be used judiciously. Each Councilmember shall exercise their judgement in tracking their hours consulting legal advice and the corresponding expense to the City. It is recommended that meetings with the Attorney take place on days when regular Council meetings are held and the Attorney is already scheduled to be present.
5. In accordance with State Law, the Mayor and Councilmembers shall be required to attend all scheduled meetings of the City Council, unless they have a valid excuse not to do so. Each member is expected to be present for discussion and resolution of all items on the scheduled agendas. As a courtesy, the Mayor, Council, and staff shall be notified in case of absence.
6. In the event that both the Mayor and the Mayor pro tempore are absent from a meeting of the Council, the duty of presiding should fall to the most senior Councilmember in attendance.

D. City Manager

Home Rule Charter Reference – Article II, Sec. 2.07: Appointment of the City Manager

The Council shall appoint a City Manager, at their discretion, for an indefinite term, who shall be the chief administrative and executive officer of the City. No member of the Council shall, during the term for which elected, be chosen as City Manager. The City Manager shall receive such compensation as may be fixed by the Council. Until such time the Council appoints a City Manager, the duties and functions of the City Manager shall be performed by the City Council.

1. The City Manager is directly responsible for providing information to all the Council concerning any written information requests by a specific Councilmember. If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, it is the City Manager's responsibility to inform the Mayor and the Council.
2. The City Manager is responsible for keeping the Council informed.
3. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to the citizen and to the appropriate City Councilmember(s) in writing.
4. The City Manager will strive to maintain positive relations with the City Council by following these guidelines:
    a. Whether newly elected or experienced, remember every Councilmember represents the special interests of a specific district and its voters, as well as the best interests of the City as a whole.

b. Work to establish mutual trust with the Council.
c. Open the lines of communication with the Council.
d. Be inclusive of opportunities for educational trips. An educated Council is in the City's best interests.
e. Include the Council in City-sponsored employee social events.
f. Conduct orientation sessions for new Councilmembers. Provide a tour of the City buildings and introduce to staff.

5. The City Manager is required to prepare and submit to the Council an annual budget. Additionally, the City Manager shall include the department presentations detailing what has been requested and the reason for the request.

E. City Attorney

Home Rule Charter Reference – Article II Sec 2.06, The Council: Powers (12)

The Council shall appoint a City Attorney who shall be a competent attorney licensed to practice law in the State of Texas and who shall hold office at the pleasure of the City Council. (Ord. No. 1783, approved 3-19-02, adopted at election 5-4- 02)

1. The City Attorney is employed by the City Council. All requests for legal opinions from Councilmembers can be discussed with the City Attorney, who will then send a written opinion to be filed by the City Secretary and distributed to all the Council.
2. The City Attorney should not be expected to give a complete answer for complex legal opinions during Council meetings, briefings, or workshops. Requests for opinions should be made at least one week in advance of any Council meetings to ensure quality, well-researched opinions.

F. City Secretary

Home Rule Charter Reference – Article III Sec. 3.07: City Secretary

The City Manager shall appoint an officer of the City who shall have the title of City Secretary, shall give notice of the Council meetings, shall keep minutes of its proceedings, shall authenticate by his signature and record in full in a book kept for the purpose all ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by the City Manager.

1. The City Secretary shall prepare ~~and~~ an agenda of all matters requiring the attention of the Council. The agenda for all regular meetings shall be provided to all Councilmembers in the timeframe outlined in Section IV, Rules of Meeting.
2. Except as provided herein, all meetings shall be recorded electronically. The electronic recording shall be produced and maintained by the City Secretary; provided, that if a recording is not possible, detailed minutes of the meetings shall be kept by the City Secretary.

3. Notice must be provided for Ceremonial Proclamations, letters, certificates. Each ceremonial document shall be circulated and filed by 12:00 p.m. on the business day before the meeting at which it is to be considered.

II. RELATIONS

This section will define how members of the Duncanville City Council should interact among themselves and with other entities, both within the City and externally.

A. Mayor, City Council, City Manager, & City Staff

1. The City Manager is expected to respond in a timely manner to Council and Councilmember requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the information.
    a. If the City Manager disagrees with the request, he/she should say so and explain his/her position in writing to all members of the City Council.
    b. If the City Manager disagrees with individual directives, he/she should initiate clarification of Council's will with regard to the individual Councilmember's request.
    c. The City Manager should delegate responsibility for the response as necessary and appropriate, but the City Manager will remain responsible for its receipt by Council in a timely manner.
    d. The City Manager should maintain a checklist and timetable for those requests and other directives of the Council.
2. All City Councilmembers will receive the same pertinent verbal and written information. There will be no preferential dissemination of information.
3. Regarding customer concerns for routine service requests, e.g. trash collection or water billing concerns, City Councilmembers will guide citizens to the appropriate staff member or department rather than the City Manager.
4. During regular meetings, special meetings, or workshops of the City Council, a majority of the Councilmembers present will be required to direct the City Manager in the case of opposing opinions on the Council.

B. Council Inquiries with the City Manager

The City Manager is the primary link between Council and the professional staff. The Council’s relationship with the staff should be through the City Manager, as is required by the City Charter. The inquiry process exists to best facilitate that relationship and address Councilmembers’ concerns.

1. **Agenda Questions:** Questions arising from Councilmembers after receiving their agenda information packet should be presented to the City Manager for staff consideration prior to the Council meeting. The additional information will be distributed to all Councilmembers. Any request for additional information shall be

provided to the entire council as expeditiously as possible prior to any meeting to ensure appropriate review.

2. **Presentations to Council:** The City Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Council. Presentation should be professional, timely, and allow for discussion of options for resolving the issue. Staff shall make it clear that no Council action is required, present a staff solution, or present the specific options for Council consideration.
3. **Problem Resolution:** If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, or should any conflict arise between staff and Council, the City Manager shall:
    i. Visit with the Councilmember and discuss the problem and/or impact on City Manager or staff time;
    ii. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
    iii. If still unresolved, ask the Mayor to present the concerns to the Council;
    iv. If the unresolved issue is with the Mayor, ask the Mayor pro tempore to arbitrate a resolution to the issue;
    v. If still unresolved issue involves the Mayor, ask the Mayor pro tempore to present the concerns to the Council.

C. Mayor & Councilmember Training and Professional Development

1. In addition to the required training, Councilmembers are encouraged to attend at least one training event per year, and others as found beneficial to the performance of their elective duties subject to the availability of funds as appropriated in the annual budget for the Mayor and each Councilmember.
2. The Mayor and each member of Council will have an appropriated budget amount by representative area. Travel and training funds appropriated for the Mayor and each Councilmember shall not be available for transfer to another Councilmember or the Mayor.
3. Selection of professional development events are at the discretion of each councilmember but are limited to expenditures within the amount appropriated for those trainings. Unexpended funds for each elective position are non-transferable and shall be returned to fund balance at the end of each fiscal year.
4. Councilmembers are encouraged to select training events from the following list of providers:
    - Texas Municipal League (and affiliates)
    - North Central Texas Council of Government
    - National League of Cities
    - Other as deemed important to individual members
5. As the need arises, additional expenditures may be made from miscellaneous professional development funds that are subject to annual appropriation, for the Mayor and/or a Councilmember chosen to represent the Council at special events.

Such additional expenditures may be made only after having been placed on the agenda of a regular Council meeting and acted upon by motion, second, and favorable majority vote.

D. Community Events and Town Halls

1. The City Council shall strive to host an open-format, topical Town Hall session, no less than twice a year. These Town Halls may include guest speakers and presenters but shall also include the opportunity for citizens to directly meet, address, and ask questions of the Mayor and City Councilmembers.
2. Councilmembers are also encouraged to host frequent community-building events within their council districts. All community events will be placed on the City Website and LED for all City Councilmembers, regardless of event size, coordination, or official staff-backing, except during the formal period of elections.
3. The Mayor may host a monthly interactive event, such as "Coffee with the Mayor" ~~event~~, supported by City Staff, provided that it occurs during regular operating hours and is scheduled in advance. Both citizens and City Councilmembers (although they shall not gather in a sufficient number to constitute a quorum) are invited to participate.
4. Each Councilmember shall also be allotted one staff-supported "major" community event per year, provided sufficient notice of at least one month prior to the date of the event and financial backing as budgeted in the annual budgeting procedure.
    a. This shall not be used to put a limitation on the ability of any Councilmember to host any number of self-planned and publicized community events.
    b. No events shall be coordinated or marketed by staff during the formal period of elections.

E. Media and Social Media

1. On all administrative matters, the official spokesperson for City Staff shall be the City Manager or their designee.
    a. When in doubt, Councilmembers shall defer to the city's Public Information Officer on questions from the media.
2. Similarly, the Mayor, or their chosen designee, shall always be the primary spokesperson for the official position of the City on matters regarding policy decisions and Council information pertaining to issues under debate or on the agenda.
3. Councilmembers publicly represent the city at all times, whether they are within a City Council meeting or without. As such, Councilmembers shall constantly be aware of their actions on any social media platform, and the effect it may have on their public images, as well as on the image of the City of Duncanville.
    a. If a Councilmember chooses to create a social media account as a publicly elected official with the specific intent to engage with constituents, they shall keep this account distinct and separate from other personal accounts that they

maintain – acknowledging that, as an elected official, any use of social media for their duties may create a public record.

b. Elected officials increasingly use social media for re-election purposes, however, mixing campaign and constituent communications from the same account, website, or other platform could put a Councilmember at risk for violating laws that prohibit using government resources for political purposes. For this reason, it is advised that Councilmembers do not maintain their online campaign platforms year-round as vehicles to address constituent concerns.

4. When using a social media platform, for personal or professional purposes, Councilmembers shall at all times be knowledgeable, courteous, and responsible in their usage. For further social media best practices, Councilmembers may refer to the City of Duncanville employee handbook.
5. Unless specifically identified as a resource for receiving requests for information, social media sites are not proper vehicles for users or constituents to make requests for public information.
6. Where a matter of possible legal concern may arise, Councilmembers may consult the City Attorney regarding their social media usage, as with any other matter pertaining to their elective duties.

F. Boards and Commissions

1. All City Councilmembers, with the exception of the Mayor, may serve as liaisons to the boards and commissions of the City for a period of one year at the pleasure of the Council.
    a. Councilmembers will select different boards and/or commissions to serve as liaisons to on or after the date of the appointment of the boards and commissions members.
    b. Each Councilmember will be allowed to select the board(s) or commission(s) they would like to liaise with by order of seniority.
    c. Councilmembers are strongly encouraged, but not required, to attend all meetings of their selected boards and/or commissions.
    d. Each Councilmember may submit a quarterly report to the entire Council through the City Secretary on the activity of their respective board and/or commission. Any questions or concerns about board or commission matters will be directed to the City Secretary for dissemination to the Council.

III. RULES OF MEETING

This section will define how guests and Councilmembers shall interact with others and among themselves during all official meetings of the Duncanville City Council.

A. Meeting Structure.

1. TYPES OF MEETINGS

There are four possible types of City Council meetings, which are:

a. **Regular Meetings**: Council shall hold regular meetings to conduct the business of the City on the first and third Tuesdays of each month, as prescribed by Ordinance No. 1449. These meetings shall always comply with the Texas Open Meetings Act. The Council may choose not to meet where there is no pressing business to conduct or when the meeting date conflicts with a holiday or holiday season. The Council must hold a regular meeting at least once a month.
b. **Special Meetings:** Special meetings of Council shall be held when called jointly by the Mayor and the City Manager, or at the request of two or more Council Members. The call or request shall be made to the City Secretary and shall specify the matters to be considered at the special meeting. Upon receipt of such call or request the City Secretary, after consultation with the City Manager, shall immediately notify each Council Member and the City Attorney in writing. Such notice shall specify the matters to be considered at the special meeting, and only the matters specified in the notice shall be considered at such meeting unless all Council Members are present. Special meetings must conform to the Open Meetings Act requirements.
c. **Governance Meeting:** In June of every year, or the first regular meeting of the City Council following the swearing-in of newly elected councilmembers from the May general election or subsequent run-offs, Council will hold a governance meeting. The purpose of the meeting will be to adopt the Rules of Council, select the Mayor pro tempore, and make appointments to the Audit Committee and Boards and Commissions liaisons for a 1-year term.
d. **Emergency Meeting:** The Mayor may call an emergency meeting of the Council in the event that an "emergency," as defined by State Law, occurs.

2. AGENDA RULES

Each meeting shall conform to a regular set of Agenda Rules, which will dictate which items may be considered by the Council at that time.

a. In order to provide time for quality staff reports and preparations, all agenda items should be submitted for the next agenda two Thursdays prior to the Council meeting unless deemed an emergency on an unforeseen specific issue that clearly cannot be postponed until the next agenda.

~~a.~~

b. The goal is to have Council agendas published and posted in final format with packets delivered to Council on Thursday prior to the next meeting. If unforeseen circumstances happen that prevent this goal from occurring, the City Manager is required to notify Council immediately stating reason for delay and anticipated delivery time.

~~b.~~c. Any information distributed to one councilmember regarding an item on the agenda shall be distributed to all councilmembers at the same time prior to the meeting so that all councilmembers have equal opportunity to review the information.

d. The Council may rearrange the order of agenda items during a Briefing Session or during a meeting by majority consensus.

~~c.~~e. A request by the Mayor for a consensus of the Council shall be accompanied by a specific motion and second of the question at hand when the request pertains to an agenda item, the process of the meeting, direction given to the City Manager, or any other action in which a full vote of the Council will not be taken. If consensus is reached, the Mayor shall reiterate the motion for which consensus has been given, and the City Secretary shall document in the meeting minutes the specific request for consensus and any action that is to be taken by the City Manager as a result of the consensus.

~~d.~~f. An item may be placed on the agenda for reconsideration within the next two regularly scheduled City Council meetings if requested by a member of the prevailing side. Any Councilmember may ask for an item to be reconsidered after sixty days from the initial consideration.

~~e.~~g. During a Briefing Session or meeting, any Councilmember may direct that an item on the consent agenda be removed from the consent agenda and placed on the "Items for Individual Consideration."

~~f.~~h. During a Briefing Session or meeting, any Councilmember may request that an item on the list of "Items for Individual Consideration" be moved to the consent agenda. This action requires the consensus of the Council.

3. SCHEDULE & DURATION

To maximize the City Council's efficiency, both the schedule and duration of Council meetings are prescribed in this document. However, should the circumstances require, both of those provisions may be modified according to the situation:

a. If a regularly scheduled meeting falls on the day of a general election, the Council, at its discretion, may move the meeting to a different date. Similarly, should the Council decide not to meet during a holiday period, the Council may determine a different date on which to hold the meeting.

b. No meeting shall extend after the hour of 12 midnight unless Council, by an affirmative vote of the majority of present Council Members, extends the length of the meeting. The Councilmember so moving to extend the length of

the meeting shall include in their motion the matters appearing on the docket for that meeting to be considered after the hour of 12 midnight.

B. Rules of Conduct

- COUNCIL MEETING CODE OF CONDUCT: MAYOR & COUNCIL

To preserve order and decorum, the Mayor and all Councilmembers shall abide by the following rules of conduct during all Council meetings.

i. Listen and understand before judging.
ii. Focus on the vision and goals; no personal attacks or inferences.
iii. Look for areas of agreement before differences.
iv. Be on time; start on time; silence all personal communication devices, and do not allow them to distract from the work at hand.
v. Once a decision is made, support the City decision, but state your reservation.
vi. Agree to disagree; move on to the next issue.
vii. Come prepared to discuss issues; when possible, ask questions of staff prior to the meeting so that staff can be prepared.
viii. Praise in public; provide constructive feedback in private.
ix. Participate in discussions and focus on the issue; avoid side conversations. Need to be mindful that sidebar conversations are disruptive.
x. Be courteous, honest and treat others with respect.
xi. Communicate in an open, direct manner; keep others informed.
xii. If you have a personal issue with another member of Council, go to that member directly and not to other councilmembers, the community or staff. This house rule does not affect the right of one or more Councilmembers to institute the censure process set out in Section IV, (Regulations).
xiii. Be a positive ambassador for the City.
xiv. When the Council is meeting in the Council Chamber, use the electronic system to notify the Mayor you wish to comment on a matter before the Council.
xv. Allow others to finish their comments before speaking.

- COUNCIL MEETING CODE OF CONDUCT: CITIZENS & PRESENTERS

All citizens and presenters in attendance ~~of~~at a City Council meeting must abide by the following code of conduct.

- During public City Council meetings, all guests shall not disturb order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor or the rules of the Council. Attendees shall demonstrate respect and courtesy to each other, to all members of the City Council, to City staff members, and to members of the public appearing before the Council. All participants shall refrain from rude and derogatory

remarks and shall not belittle staff members, Councilmembers, or members of the public. No participant shall engage in electioneering during the formal campaign season.

- COUNCIL MEETING CODE OF CONDUCT: THE MEDIA

The Mayor, Council, and City Manager recognize that an informed public ensures progress and good government which remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reports during City Council meetings without infringing upon the First Amendment rights of the media.

i. **Media Orientation:** Since each government body conducts business differently, it is requested that all reporters new to City Council meetings first meet with the City Manager, Mayor, or the designated media relations representative prior to covering their first meeting for information on policies and procedures.
ii. **Agenda Information:** All reporters requesting so will receive an agenda package in advance and will be furnished any supporting material needed for clarification for themselves and the general public.
iii. **Chamber Seating:** During the conduct of official business, the news media shall occupy either the places designated for them, or for the general public.
iv. **Conduct in Chambers:** Representatives of the media are requested to refrain from conversing privately with others in the audience while the Council is in session. Interviews with the public should be conducted outside of the Council Chambers while the Council is in session.
v. **Equal Access for Opposing Positions:** The ethical burden or fair presentation of opposing positions in any issue of debate falls upon the media. When opposing positions are debated, regardless of the outcome, interviews by the media should provide equitable representation from Councilmembers of all viewpoints.
vi. **Policy Clarification**: Any clarification requested by the media on the issues discussed during a Council meeting should be addressed after the meeting. At that time, either the Mayor or their designated spokesperson shall be the official source of information regarding policies or the agenda.

C. Order of Business

The agenda for regular Council meetings shall generally adhere to the following order:

Work Session / Briefing

- Discuss Appointments & Dismissals to Existing Boards and Commissions
- Discuss Elimination, Creation, or Combination of Boards or Commissions
- Executive Session

- Discuss Agenda Items
- Briefings & Presentations

Regular Session

- Call to Order
- Invocation
- Pledge of Allegiance & Texas Pledge of Allegiance
- Reports
    a. Mayor's Report
    b. Councilmember's Report
    c. City Manager's Report
- Presentations and Proclamations
- Citizen Input
- Consent Agenda
- Items for Individual Consideration
- Action Resulting from Executive Session
- Staff and Board Reports
- Adjournment

D. Rules of Procedure for Council Meetings

1. PARLIMENTARY PROCEDURE

    a. The designated presiding officer shall, at all times, be responsible for maintaining procedure during any official meeting of the City Council.
    b. *Roberts Rules of Order Newly Revised*, latest edition, may be consulted regarding parliamentary procedure. However, the final parliamentary authority will rest with a simple majority vote of the Council.

2. COMMENTS FROM THE PUBLIC

"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."

During regular meetings of the City Council, citizens may address the Council during the Citizens Public Comment Period, during discussion of an agenda item or during a Public Hearing. Strict order will be maintained at all times. Tirades of individual personalities and personal aspersions will not be tolerated. Speakers who are out of order will be asked to leave the Council Chambers. Threats of violence will be cause for removal. Electioneering during the formal campaign season shall be prohibited.

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.

a. CITIZENS PUBLIC COMMENTS
   i. Any citizen wishing to make a public comment will file a request card with the City Secretary, including printed name, address, telephone number, subject, and signature. A public comment period will be set aside for any citizen to present matters of interest. Each speaker will have two minutes.
   ii. Any comments received via email by citizens who do not wish to speak at the meeting will be provided to all members of Council and will be added to the public record. However, emailed comments will not be read aloud during the meeting.
   iii. Comments on Public Hearing agenda items will not be taken during the public comment period since time is allowed for proponents and opponents during Public Hearings.
   iv. Speakers will address the entire Council, not another speaker, audience member(s), nor individual Councilmembers.
   v. Priority will be given to speakers who have not previously spoken during the public comment period in the immediate past Council meeting.
   vi. If no request cards are received by the time the Regular Council meeting begins, the Mayor will skip the Citizens Public Comment Period. If request cards are received after the regular Council meeting begins, the Mayor may, at their discretion, allow public comment at the end of the meeting or with an agenda item.
   vii. Councilmembers will not respond to the subjects raised by speakers during the Citizens Public Comment Period.
   viii. The Citizens Public Comment Period will be placed immediately after the recognition of visitors on City Council agendas.

b. PUBLIC HEARINGS
   i. Both proponents and opponents shall have a maximum of ten minutes per side for their presentation.
   ii. A maximum of five minutes per side will be provided for rebuttal and surrebuttal.
   iii. After the public hearing is closed, the Council may ask questions of the speakers.
   iv. Speakers must limit their responses to the questions asked by the Council.

E. Reports to Council

1. The Mayor's Report, Councilmember Reports, and City Manager’s Report

will be placed on the agenda for regular meetings following the Invocation and Pledge of Allegiance.
2. All reports will be limited to three minutes.
3. The three-minute limitation for any report may be waived by a majority vote of the City Council.

F. Meeting Minutes

Home Rule Charter Reference — Article II, Section 2.15, Rules of Procedure: Minutes

The Council shall determine its own rules and order of business. It shall keep minutes of its proceedings, and the minutes shall be open to public inspection. Minutes of all meetings of the Council shall be promptly entered within forty-eight (48) hours in the minute book of the Council, and City Secretary shall at the same time provide a permanent and adequate index showing the action of the Council in regard to all matters submitted to it at both regular and special meetings.

1. Written minutes shall be maintained for all posted meetings of the City Council. Approval of the minutes shall be made by vote of the City Council at the next regularly scheduled meeting. Proposed corrections to minutes that have not been approved shall be submitted to the City Secretary by 5 p.m. of the day before the regularly scheduled meeting where minutes are scheduled for approval.
2. The minutes for meetings of the City Council shall follow basic parliamentary procedure for action minutes, thereby recording what was done rather than what was said. Information to be contained in the minutes shall include the following:
    i. Name of group or assembly.
    ii. Type of meeting (regular, special, workshop).
    iii. Date of meeting.
    iv. Time meeting is called to order.
    v. Location of meeting, if not always the same.
    vi. Officials present and absent.
    vii. Topic or subject matter of each agenda item and action taken, including motions, amendments, record vote, and any parliamentary action.
    viii. Time of adjournment.
    ix. Signature blocks for Mayor and City Secretary.

3. The minutes for non-action agenda items such as the Mayor's Report, Councilmember Reports, the City Manager's Report, the Citizen Public Comment Period, Public Hearings, staff reports, and committee reports shall include the speaker's name and the subject matter.
4. The minutes for discussion-based agenda items, such as those commonly found in briefing sessions and workshops, should reflect the topics of discussion rather than verbatim statements or summarized statements by individual speakers.

G. Resolutions & Ordinances

1. All official action of the City Council shall require a Resolution or Ordinance to capture the clear intent of the policy decision, approved by the majority of the Council.

IV. REGULATIONS

A. Code of Ethics

1. The Mayor and all City Councilmembers, as official representatives of the people of Duncanville, must always abide by all facets of the Code of Ethics established and adopted for the City in Ordinance No. 2113.

B. Censure Policy

Although left to the decision of the Councilmembers, it is encouraged that a Notice of Censure be filed only after a personal conversation between at least one complaining Councilmember and the accused Councilmember has taken place and has proven unsuccessful.

1. Two or more City Councilmembers may file a written Notice of Censure against another City Councilmember with the City Secretary. The written notice shall set forth the allegation(s) of conduct and City Charter, Code of Ethics, or Rules and Procedures provisions which the accused Councilmember shall have allegedly violated, and include (1) a copy of all evidence supporting the allegations and (2) a list of persons who may be called as witnesses if the allegations proceed to final hearing. A copy shall be delivered to all Councilmembers by the City Secretary. A written Response to the allegation(s) may be filed by the accused Councilmember within ten business days after receipt thereof. A copy of the Notice of Censure and Response thereto shall be delivered to each Councilmember by the City Secretary within two business days after the response is filed.
2. On the first regularly scheduled meeting of the Council after the filing of the Notice and any Response, the City Secretary shall formally present the Notice and Response to the City Council and a copy will be attached to the minutes and become part of the public record. The Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal public hearing on the merits of the Notice of Censure or whether the allegations should be dismissed. A vote to hold a public hearing shall not be construed to be a vote of censure.
3. The accused City Councilmember has the right to be represented by legal counsel of their choosing and at their own cost; no City funds may be expended on the legal counsel during a censure hearing. The counsel may attend the hearings and present evidence and testimony at the preliminary and final hearings.
4. If the Council has voted to find good cause presented in the Notice of Censure, a public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Council, which shall be set no sooner than twenty business days from the date of the meeting where the Notice and any Response is presented. At least ten business days prior to the date of the public hearing, the accused Councilmember may file an evidentiary supplement to the written Response (if not done at the time of the initial Response filing) which shall contain: (1) a copy

of all evidence refuting the allegations that the or that the Councilmember wishes the Council to consider; and (2) a list of persons who may be called as witnesses upon final hearing of the allegations.

5. At the final hearing, the City Council will hear evidence concerning the notice of censure. Evidence and witnesses shall be limited to that contained in, or listed on, the Notice of Censure and Response. The City Council shall determine whether the evidence presented is relevant and authentic, but formal Rules of Procedure and Evidence shall not apply. The format of the final hearing is as follows:
    a. The City Councilmembers proffering the charges shall present evidence and witnesses in support of the allegation(s) contained in the Notice of Censure and explain how the evidence supports the proposition that the accused Councilmember violated the City Charter, Code of Ethics, or Rules and Procedures.
    b. The Councilmember who is the subject of the censure shall have the opportunity to present evidence and witnesses to support his or her position with respect to the Notice of Censure. The burden of proof shall be on the Councilmembers proffering the Notice of Censure and the standard shall be a preponderance of evidence.
    c. After receiving evidence at the final hearing, the City Council shall then take a roll-call vote, after motion duly made and seconded, and a majority of five members of the City Council shall be required to sustain the censure of the Councilmember. If sustained, the City Attorney shall prepare a formal Censure document for adoption by a majority vote of the City Council at a future meeting.

C. Removals from Office

1. REMOVAL OF CITY COUNCIL MEMBERS

Home Rule Charter Reference - Article II Sec. 2.10, Council Not To Interfere in City Manager's Appointments or Removals

Willful violation of the foregoing provisions of this Charter by any member of the Council shall constitute official misconduct and shall authorize the Council by a vote of a majority of its membership to expel such offending member from Council if found guilty after a public hearing, and thereby create a vacancy in the place held by such member.

2. REMOVAL OF OTHER APOINTIVE OFFICALS

Home Rule Charter Reference - Article II Sec. 2.09, Removal of Other Appointive Officials

The Council may, upon the affirmative vote of majority of the full membership of the Council, remove members of its appointive boards or commissions without notice, except otherwise provided by state law. (Ord. No. 1491, adopted 1-21-97, approved at election 5-3-97).

RESOLUTION NO. 2023-184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ADOPTING THE RULES OF PROCEDURE FOR COUNCIL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2.15 of the City of Duncanville Charter authorizes the Council to determine its rules of procedure and order of business; and,

WHEREAS, The City Council adopted its rules of procedure document in October of 2022; and,

WHEREAS, The City Council has proposed amendments to the 2022 document and hereby desires to officially adopt the 2023-2024 Rules of Procedure, attached hereto as "Exhibit A."

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

SECTION 1. The City Council does hereby adopt its Rules of Procedure, attached hereto as "Exhibit A."

SECTION 2. The Rules of Procedure shall be the official governing document of the Council until otherwise amended or repealed.

SECTION 3. This Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of December, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

RULES OF PROCEDURE

Adopted:

December 5, 2023

CITY COUNCIL

CITY OF DUNCANVILLE, TEXAS

City Council of Duncanville Mission & Pillars

"The mission of the City Council of Duncanville is to build a vibrant inclusive community driven by a commitment to democratic principles and service above self."

Table of Contents

I. ROLES & RESPONSIBILITIES....4

Mayor....4
Mayor pro tempore....4
City Council....5
City Manager....6
City Attorney....7
City Secretary....7

II. RELATIONS....8

Mayor, City Council, City Manager, & City Staff....8
Council Inquiries with the City Manager....8
Mayor & Councilmember Training and Professional Development....9
Community Events and Town Halls....9
Media and Social Media....10
Boards and Commissions....11

III. RULES OF MEETING....12

Meeting Structure....12
Rules of Conduct....13
Order of Business....15
Rules of Procedure for Council Meetings....16
Reports to Council....17
Meeting Minutes....17
Resolutions and Ordinances....18

IV. REGULATIONS....19

Code of Ethics....19
Censure Policy....19
Removals from Office....20

I. ROLES & RESPONSIBILITIES

This section will focus on defining the positions and establishing the duties of those who sit on and who are intended to support the operations of the City Council of Duncanville.

A. The Mayor

Home Rule Charter Reference - Article II Sec. 2.05, Presiding Officer: The Mayor

The Mayor shall preside at meetings of the City Council, and shall be recognized as head of City government for all ceremonial purposes and by the Governor for purposes of military law, but shall have no regular administrative duties. He may participate in the discussion of all matters coming before the Council. He shall be entitled to vote as a member thereof on legislative, or other matters, commencing of and from the date that the Council member elected at large assumes the duties of office following the City's general election in May, 2003. The Council shall elect from among the Councilmen a Mayor pro tempore who shall act as Mayor during the absence or disability of the Mayor. If a vacancy in the office of Mayor occurs, the Council shall select a Mayor from its own members who shall serve until the next regular election. His former place as councilmember shall be deemed vacant and filled as provided for in Section 2.04.

1. The Mayor shall be the presiding officer at all meetings. The Mayor pro tempore shall preside in their absence or refusal to conduct the meeting.
2. The Mayor shall preserver order and decorum and shall require Councilmembers and citizens in attendance engaged in debate to limit discussion to the question under consideration and shall operate according to these Rules of Procedure.
3. The Mayor will encourage all Councilmembers to participate in Council discussion and give each member an opportunity to speak for five minutes before any member can speak again on the same subject. No vote to close discussion, limit debate, or call the question shall be entertained by the Mayor if a Councilmember, desiring to speak, has not had their opportunity to speak at least twice on any given agenda item. Any vote to close or limit debate requires a simple majority vote.

B. Mayor pro tempore

1. If the Mayor fails to execute any ordinance, resolution, or Council-approved document within 72 hours of its lawful passage by the Council, the Mayor pro tempore shall have full authority to sign and execute such ordinance, resolution, or Council-approved document.
2. The Mayor pro tempore shall be elected by a majority vote of the Councilmembers present at the first regular meeting of the City Council following the swearing-in of newly elected Councilmembers from the May general election or subsequent run-offs.

3. The Mayor pro tempore shall be elected for a one-year term and shall serve until replaced by a subsequent Mayor pro tempore election. The Councilmember currently serving as Mayor pro tempore shall not be eligible to serve consecutive terms.
4. Criteria to be considered in the election of Mayor pro tempore:
    - Willingness to commit the time necessary to serve in case of the absence of the Mayor. Duties will include presiding over City Council meetings, scheduled and called meetings, representing the City at ribbon cuttings, memorial events, speaking engagements during the day and evening hours, and assisting staff when requested for special projects. From time to time, the Mayor may call on the Mayor pro tempore to assist in representing the City when scheduling conflicts occur.
    - The Mayor pro tempore should have demonstrable leadership abilities and a good working relationship with their fellow Councilmembers and City staff.
    - Councilmember must have served a minimum of one year on the City Council before being eligible to serve as Mayor pro tempore.
    - Councilmember should resist outside lobbying efforts by citizens on behalf of a particular Councilmember or for a particular council district.
    - In the event that more than one Councilmember may meet the criteria to serve as Mayor pro tempore, a Councilmember's vote should be cast for the one member they feel can best serve the City as Mayor pro tempore for the coming year. Since only one person will be elected Mayor pro tempore, the remaining Councilmembers should not consider the vote for another member as a lack of confidence in their ability or disrespect to the citizens of the district they represent.
5. No Councilmember shall offer, seek, or accept any favors, gifts, or special considerations in exchange for a vote to be Mayor pro tempore.
6. The Mayor pro tempore may be removed by a simple majority vote of the City Council. Should the office of Mayor pro tempore be vacated, an election to fill the unexpired term shall be held at the second regular meeting of the City Council following the vacancy.

C. City Council

1. When addressing an agenda item, the Councilmember shall first be recognized by the Mayor, confine their comments and questions to the issue under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Councilmember or staff member in their argument or vote. Councilmembers shall at all times maintain civility among each other and refrain from uncivil discourse.
2. Any Councilmember may appeal a ruling of the Mayor to the Council as a whole. If the appeal is seconded, the Councilmember making the appeal may make a brief statement justifying the appeal. The Mayor may subsequently explain their position. Then, each Councilmember may explain their position. The Mayor will then put the

ruling to a vote of the Council. A majority vote is required to overturn the ruling of the Mayor.

3. Any Councilmember may raise a point of order and require the Council to conform to the order of business or these Rules of Procedure. The Council may by motion and simple majority vote to suspend these rules and amend the agenda or order of business.
4. Meetings with and questions of the City Attorney may be made by any Councilmember as needed, but the Attorney's time shall be used judiciously. Each Councilmember shall exercise their judgement in tracking their hours consulting legal advice and the corresponding expense to the City. It is recommended that meetings with the Attorney take place on days when regular Council meetings are held and the Attorney is already scheduled to be present.
5. In accordance with State Law, the Mayor and Councilmembers shall be required to attend all scheduled meetings of the City Council, unless they have a valid excuse not to do so. Each member is expected to be present for discussion and resolution of all items on the scheduled agendas. As a courtesy, the Mayor, Council, and staff shall be notified in case of absence.
6. In the event that both the Mayor and the Mayor pro tempore are absent from a meeting of the Council, the duty of presiding should fall to the most senior Councilmember in attendance.

D. City Manager

Home Rule Charter Reference – Article II, Sec. 2.07: Appointment of the City Manager

The Council shall appoint a City Manager, at their discretion, for an indefinite term, who shall be the chief administrative and executive officer of the City. No member of the Council shall, during the term for which elected, be chosen as City Manager. The City Manager shall receive such compensation as may be fixed by the Council. Until such time the Council appoints a City Manager, the duties and functions of the City Manager shall be performed by the City Council.

1. The City Manager is directly responsible for providing information to all the Council concerning any written information requests by a specific Councilmember. If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, it is the City Manager's responsibility to inform the Mayor and the Council.
2. The City Manager is responsible for keeping the Council informed.
3. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to the citizen and to the appropriate City Councilmember(s) in writing.
4. The City Manager will strive to maintain positive relations with the City Council by following these guidelines:
    a. Whether newly elected or experienced, remember every Councilmember represents the special interests of a specific district and its voters, as well as the best interests of the City as a whole.

b. Work to establish mutual trust with the Council.
c. Open the lines of communication with the Council.
d. Be inclusive of opportunities for educational trips. An educated Council is in the City's best interests.
e. Include the Council in City-sponsored employee social events.
f. Conduct orientation sessions for new Councilmembers. Provide a tour of the City buildings and introduce to staff.

5. The City Manager is required to prepare and submit to the Council an annual budget. Additionally, the City Manager shall include the department presentations detailing what has been requested and the reason for the request.

E. City Attorney

Home Rule Charter Reference – Article II Sec 2.06, The Council: Powers (12)

The Council shall appoint a City Attorney who shall be a competent attorney licensed to practice law in the State of Texas and who shall hold office at the pleasure of the City Council. (Ord. No. 1783, approved 3-19-02, adopted at election 5-4- 02)

1. The City Attorney is employed by the City Council. All requests for legal opinions from Councilmembers can be discussed with the City Attorney, who will then send a written opinion to be filed by the City Secretary and distributed to all the Council.
2. The City Attorney should not be expected to give a complete answer for complex legal opinions during Council meetings, briefings, or workshops. Requests for opinions should be made at least one week in advance of any Council meetings to ensure quality, well-researched opinions.

F. City Secretary

Home Rule Charter Reference – Article III Sec. 3.07: City Secretary

The City Manager shall appoint an officer of the City who shall have the title of City Secretary, shall give notice of the Council meetings, shall keep minutes of its proceedings, shall authenticate by his signature and record in full in a book kept for the purpose all ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by the City Manager.

1. The City Secretary shall prepare an agenda of all matters requiring the attention of the Council. The agenda for all regular meetings shall be provided to all Councilmembers in the timeframe outlined in Section IV, Rules of Meeting.
2. Except as provided herein, all meetings shall be recorded electronically. The electronic recording shall be produced and maintained by the City Secretary; provided, that if a recording is not possible, detailed minutes of the meetings shall be kept by the City Secretary.

3. Notice must be provided for Ceremonial Proclamations, letters, certificates. Each ceremonial document shall be circulated and filed by 12:00 p.m. on the business day before the meeting at which it is to be considered.

II. RELATIONS

This section will define how members of the Duncanville City Council should interact among themselves and with other entities, both within the City and externally.

A. Mayor, City Council, City Manager, & City Staff

1. The City Manager is expected to respond in a timely manner to Council and Councilmember requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the information.
    a. If the City Manager disagrees with the request, he/she should say so and explain his/her position in writing to all members of the City Council.
    b. If the City Manager disagrees with individual directives, he/she should initiate clarification of Council's will with regard to the individual Councilmember's request.
    c. The City Manager should delegate responsibility for the response as necessary and appropriate, but the City Manager will remain responsible for its receipt by Council in a timely manner.
    d. The City Manager should maintain a checklist and timetable for those requests and other directives of the Council.
2. All City Councilmembers will receive the same pertinent verbal and written information. There will be no preferential dissemination of information.
3. Regarding customer concerns for routine service requests, e.g. trash collection or water billing concerns, City Councilmembers will guide citizens to the appropriate staff member or department rather than the City Manager.
4. During regular meetings, special meetings, or workshops of the City Council, a majority of the Councilmembers present will be required to direct the City Manager in the case of opposing opinions on the Council.

B. Council Inquiries with the City Manager

The City Manager is the primary link between Council and the professional staff. The Council’s relationship with the staff should be through the City Manager, as is required by the City Charter. The inquiry process exists to best facilitate that relationship and address Councilmembers’ concerns.

1. **Agenda Questions:** Questions arising from Councilmembers after receiving their agenda information packet should be presented to the City Manager for staff consideration prior to the Council meeting. The additional information will be distributed to all Councilmembers. Any request for additional information shall be

provided to the entire council as expeditiously as possible prior to any meeting to ensure appropriate review.

2. **Presentations to Council:** The City Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Council. Presentation should be professional, timely, and allow for discussion of options for resolving the issue. Staff shall make it clear that no Council action is required, present a staff solution, or present the specific options for Council consideration.
3. **Problem Resolution:** If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, or should any conflict arise between staff and Council, the City Manager shall:
    i. Visit with the Councilmember and discuss the problem and/or impact on City Manager or staff time;
    ii. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
    iii. If still unresolved, ask the Mayor to present the concerns to the Council;
    iv. If the unresolved issue is with the Mayor, ask the Mayor pro tempore to arbitrate a resolution to the issue;
    v. If still unresolved issue involves the Mayor, ask the Mayor pro tempore to present the concerns to the Council.

C. Mayor & Councilmember Training and Professional Development

1. In addition to the required training, Councilmembers are encouraged to attend at least one training event per year, and others as found beneficial to the performance of their elective duties subject to the availability of funds as appropriated in the annual budget for the Mayor and each Councilmember.
2. The Mayor and each member of Council will have an appropriated budget amount by representative area. Travel and training funds appropriated for the Mayor and each Councilmember shall not be available for transfer to another Councilmember or the Mayor.
3. Selection of professional development events are at the discretion of each councilmember but are limited to expenditures within the amount appropriated for those trainings. Unexpended funds for each elective position are non-transferable and shall be returned to fund balance at the end of each fiscal year.
4. Councilmembers are encouraged to select training events from the following list of providers:
    - Texas Municipal League (and affiliates)
    - North Central Texas Council of Government
    - National League of Cities
    - Other as deemed important to individual members
5. As the need arises, additional expenditures may be made from miscellaneous professional development funds that are subject to annual appropriation, for the Mayor and/or a Councilmember chosen to represent the Council at special events.

Such additional expenditures may be made only after having been placed on the agenda of a regular Council meeting and acted upon by motion, second, and favorable majority vote.

D. Community Events and Town Halls

1. The City Council shall strive to host an open-format, topical Town Hall session, no less than twice a year. These Town Halls may include guest speakers and presenters but shall also include the opportunity for citizens to directly meet, address, and ask questions of the Mayor and City Councilmembers.
2. Councilmembers are also encouraged to host frequent community-building events within their council districts. All community events will be placed on the City Website and LED for all City Councilmembers, regardless of event size, coordination, or official staff-backing, except during the formal period of elections.
3. The Mayor may host a monthly interactive event, such as "Coffee with the Mayor", supported by City Staff, provided that it occurs during regular operating hours and is scheduled in advance. Both citizens and City Councilmembers (although they shall not gather in a sufficient number to constitute a quorum) are invited to participate.
4. Each Councilmember shall also be allotted one staff-supported "major" community event per year, provided sufficient notice of at least one month prior to the date of the event and financial backing as budgeted in the annual budgeting procedure.
    a. This shall not be used to put a limitation on the ability of any Councilmember to host any number of self-planned and publicized community events.
    b. No events shall be coordinated or marketed by staff during the formal period of elections.

E. Media and Social Media

1. On all administrative matters, the official spokesperson for City Staff shall be the City Manager or their designee.
    a. When in doubt, Councilmembers shall defer to the city's Public Information Officer on questions from the media.
2. Similarly, the Mayor, or their chosen designee, shall always be the primary spokesperson for the official position of the City on matters regarding policy decisions and Council information pertaining to issues under debate or on the agenda.
3. Councilmembers publicly represent the city at all times, whether they are within a City Council meeting or without. As such, Councilmembers shall constantly be aware of their actions on any social media platform, and the effect it may have on their public images, as well as on the image of the City of Duncanville.
    a. If a Councilmember chooses to create a social media account as a publicly elected official with the specific intent to engage with constituents, they shall keep this account distinct and separate from other personal accounts that they maintain – acknowledging that, as an elected official, any use of social media for their duties may create a public record.

   b. Elected officials increasingly use social media for re-election purposes, however, mixing campaign and constituent communications from the same account, website, or other platform could put a Councilmember at risk for violating laws that prohibit using government resources for political purposes. For this reason, it is advised that Councilmembers do not maintain their online campaign platforms year-round as vehicles to address constituent concerns.
4. When using a social media platform, for personal or professional purposes, Councilmembers shall at all times be knowledgeable, courteous, and responsible in their usage. For further social media best practices, Councilmembers may refer to the City of Duncanville employee handbook.
5. Unless specifically identified as a resource for receiving requests for information, social media sites are not proper vehicles for users or constituents to make requests for public information.
6. Where a matter of possible legal concern may arise, Councilmembers may consult the City Attorney regarding their social media usage, as with any other matter pertaining to their elective duties.

F. Boards and Commissions

1. All City Councilmembers, with the exception of the Mayor, may serve as liaisons to the boards and commissions of the City for a period of one year at the pleasure of the Council.
   a. Councilmembers will select different boards and/or commissions to serve as liaisons to on or after the date of the appointment of the boards and commissions members.
   b. Each Councilmember will be allowed to select the board(s) or commission(s) they would like to liaise with by order of seniority.
   c. Councilmembers are strongly encouraged, but not required, to attend all meetings of their selected boards and/or commissions.
   d. Each Councilmember may submit a quarterly report to the entire Council through the City Secretary on the activity of their respective board and/or commission. Any questions or concerns about board or commission matters will be directed to the City Secretary for dissemination to the Council.

III. RULES OF MEETING

This section will define how guests and Councilmembers shall interact with others and among themselves during all official meetings of the Duncanville City Council.

A. Meeting Structure.

1. TYPES OF MEETINGS

There are four possible types of City Council meetings, which are:

a. **Regular Meetings**: Council shall hold regular meetings to conduct the business of the City on the first and third Tuesdays of each month, as prescribed by Ordinance No. 1449. These meetings shall always comply with the Texas Open Meetings Act. The Council may choose not to meet where there is no pressing business to conduct or when the meeting date conflicts with a holiday or holiday season. The Council must hold a regular meeting at least once a month.
b. **Special Meetings:** Special meetings of Council shall be held when called jointly by the Mayor and the City Manager, or at the request of two or more Council Members. The call or request shall be made to the City Secretary and shall specify the matters to be considered at the special meeting. Upon receipt of such call or request the City Secretary, after consultation with the City Manager, shall immediately notify each Council Member and the City Attorney in writing. Such notice shall specify the matters to be considered at the special meeting, and only the matters specified in the notice shall be considered at such meeting unless all Council Members are present. Special meetings must conform to the Open Meetings Act requirements.
c. **Governance Meeting:** In June of every year, or the first regular meeting of the City Council following the swearing-in of newly elected councilmembers from the May general election or subsequent run-offs, Council will hold a governance meeting. The purpose of the meeting will be to adopt the Rules of Council, select the Mayor pro tempore, and make appointments to the Audit Committee and Boards and Commissions liaisons for a 1-year term.
d. **Emergency Meeting:** The Mayor may call an emergency meeting of the Council in the event that an "emergency," as defined by State Law, occurs.

2. AGENDA RULES

Each meeting shall conform to a regular set of Agenda Rules, which will dictate which items may be considered by the Council at that time.

a. In order to provide time for quality staff reports and preparations, all agenda items should be submitted for the next agenda two Thursdays prior to the Council meeting unless deemed an emergency on an unforeseen specific issue that clearly cannot be postponed until the next agenda.

b. The goal is to have Council agendas published and posted in final format with packets delivered to Council on Thursday prior to the next meeting. If unforeseen circumstances happen that prevent this goal from occurring, the City Manager is required to notify Council immediately stating reason for delay and anticipated delivery time.
c. Any information distributed to one councilmember regarding an item on the agenda shall be distributed to all councilmembers at the same time prior to the meeting so that all councilmembers have equal opportunity to review the information.
d. The Council may rearrange the order of agenda items during a Briefing Session or during a meeting by majority consensus.
e. A request by the Mayor for a consensus of the Council shall be accompanied by a specific motion and second of the question at hand when the request pertains to an agenda item, the process of the meeting, direction given to the City Manager, or any other action in which a full vote of the Council will not be taken. If consensus is reached, the Mayor shall reiterate the motion for which consensus has been given, and the City Secretary shall document in the meeting minutes the specific request for consensus and any action that is to be taken by the City Manager as a result of the consensus.
f. An item may be placed on the agenda for reconsideration within the next two regularly scheduled City Council meetings if requested by a member of the prevailing side. Any Councilmember may ask for an item to be reconsidered after sixty days from the initial consideration.
g. During a Briefing Session or meeting, any Councilmember may direct that an item on the consent agenda be removed from the consent agenda and placed on the "Items for Individual Consideration."
h. During a Briefing Session or meeting, any Councilmember may request that an item on the list of "Items for Individual Consideration" be moved to the consent agenda. This action requires the consensus of the Council.

3. SCHEDULE & DURATION

To maximize the City Council's efficiency, both the schedule and duration of Council meetings are prescribed in this document. However, should the circumstances require, both of those provisions may be modified according to the situation:

a. If a regularly scheduled meeting falls on the day of a general election, the Council, at its discretion, may move the meeting to a different date. Similarly, should the Council decide not to meet during a holiday period, the Council may determine a different date on which to hold the meeting.
b. No meeting shall extend after the hour of 12 midnight unless Council, by an affirmative vote of the majority of present Council Members, extends the length of the meeting. The Councilmember so moving to extend the length of

the meeting shall include in their motion the matters appearing on the docket for that meeting to be considered after the hour of 12 midnight.

B. Rules of Conduct

- COUNCIL MEETING CODE OF CONDUCT: MAYOR & COUNCIL

To preserve order and decorum, the Mayor and all Councilmembers shall abide by the following rules of conduct during all Council meetings.

i. Listen and understand before judging.
ii. Focus on the vision and goals; no personal attacks or inferences.
iii. Look for areas of agreement before differences.
iv. Be on time; start on time; silence all personal communication devices, and do not allow them to distract from the work at hand.
v. Once a decision is made, support the City decision, but state your reservation.
vi. Agree to disagree; move on to the next issue.
vii. Come prepared to discuss issues; when possible, ask questions of staff prior to the meeting so that staff can be prepared.
viii. Praise in public; provide constructive feedback in private.
ix. Participate in discussions and focus on the issue; avoid side conversations. Need to be mindful that sidebar conversations are disruptive.
x. Be courteous, honest and treat others with respect.
xi. Communicate in an open, direct manner; keep others informed.
xii. If you have a personal issue with another member of Council, go to that member directly and not to other councilmembers, the community or staff. This house rule does not affect the right of one or more Councilmembers to institute the censure process set out in Section IV, (Regulations).
xiii. Be a positive ambassador for the City.
xiv. When the Council is meeting in the Council Chamber, use the electronic system to notify the Mayor you wish to comment on a matter before the Council.
xv. Allow others to finish their comments before speaking.

- COUNCIL MEETING CODE OF CONDUCT: CITIZENS & PRESENTERS

All citizens and presenters in attendance at a City Council meeting must abide by the following code of conduct.

- During public City Council meetings, all guests shall not disturb order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor or the rules of the Council. Attendees shall demonstrate respect and courtesy to each other, to all members of the City Council, to City staff members, and to members of the public appearing before the Council. All participants shall refrain from rude and derogatory

remarks and shall not belittle staff members, Councilmembers, or members of the public. No participant shall engage in electioneering during the formal campaign season.

- COUNCIL MEETING CODE OF CONDUCT: THE MEDIA

The Mayor, Council, and City Manager recognize that an informed public ensures progress and good government which remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reports during City Council meetings without infringing upon the First Amendment rights of the media.

i. **Media Orientation:** Since each government body conducts business differently, it is requested that all reporters new to City Council meetings first meet with the City Manager, Mayor, or the designated media relations representative prior to covering their first meeting for information on policies and procedures.
ii. **Agenda Information:** All reporters requesting so will receive an agenda package in advance and will be furnished any supporting material needed for clarification for themselves and the general public.
iii. **Chamber Seating:** During the conduct of official business, the news media shall occupy either the places designated for them, or for the general public.
iv. **Conduct in Chambers:** Representatives of the media are requested to refrain from conversing privately with others in the audience while the Council is in session. Interviews with the public should be conducted outside of the Council Chambers while the Council is in session.
v. **Equal Access for Opposing Positions:** The ethical burden or fair presentation of opposing positions in any issue of debate falls upon the media. When opposing positions are debated, regardless of the outcome, interviews by the media should provide equitable representation from Councilmembers of all viewpoints.
vi. **Policy Clarification**: Any clarification requested by the media on the issues discussed during a Council meeting should be addressed after the meeting. At that time, either the Mayor or their designated spokesperson shall be the official source of information regarding policies or the agenda.

C. Order of Business

The agenda for regular Council meetings shall generally adhere to the following order:

Work Session / Briefing

- Discuss Appointments & Dismissals to Existing Boards and Commissions
- Discuss Elimination, Creation, or Combination of Boards or Commissions
- Executive Session

- Discuss Agenda Items
- Briefings & Presentations

Regular Session

- Call to Order
- Invocation
- Pledge of Allegiance & Texas Pledge of Allegiance
- Reports
    a. Mayor's Report
    b. Councilmember's Report
    c. City Manager's Report
- Presentations and Proclamations
- Citizen Input
- Consent Agenda
- Items for Individual Consideration
- Action Resulting from Executive Session
- Staff and Board Reports
- Adjournment

D. Rules of Procedure for Council Meetings

1. PARLIMENTARY PROCEDURE

    a. The designated presiding officer shall, at all times, be responsible for maintaining procedure during any official meeting of the City Council.
    b. *Roberts Rules of Order Newly Revised*, latest edition, may be consulted regarding parliamentary procedure. However, the final parliamentary authority will rest with a simple majority vote of the Council.

2. COMMENTS FROM THE PUBLIC

"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."

During regular meetings of the City Council, citizens may address the Council during the Citizens Public Comment Period, during discussion of an agenda item or during a Public Hearing. Strict order will be maintained at all times. Tirades of individual personalities and personal aspersions will not be tolerated. Speakers who are out of order will be asked to leave the Council Chambers. Threats of violence will be cause for removal. Electioneering during the formal campaign season shall be prohibited.

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.

a. CITIZENS PUBLIC COMMENTS
   i. Any citizen wishing to make a public comment will file a request card with the City Secretary, including printed name, address, telephone number, subject, and signature. A public comment period will be set aside for any citizen to present matters of interest. Each speaker will have two minutes.
   ii. Any comments received via email by citizens who do not wish to speak at the meeting will be provided to all members of Council and will be added to the public record. However, emailed comments will not be read aloud during the meeting.
   iii. Comments on Public Hearing agenda items will not be taken during the public comment period since time is allowed for proponents and opponents during Public Hearings.
   iv. Speakers will address the entire Council, not another speaker, audience member(s), nor individual Councilmembers.
   v. Priority will be given to speakers who have not previously spoken during the public comment period in the immediate past Council meeting.
   vi. If no request cards are received by the time the Regular Council meeting begins, the Mayor will skip the Citizens Public Comment Period. If request cards are received after the regular Council meeting begins, the Mayor may, at their discretion, allow public comment at the end of the meeting or with an agenda item.
   vii. Councilmembers will not respond to the subjects raised by speakers during the Citizens Public Comment Period.
   viii. The Citizens Public Comment Period will be placed immediately after the recognition of visitors on City Council agendas.

b. PUBLIC HEARINGS
   i. Both proponents and opponents shall have a maximum of ten minutes per side for their presentation.
   ii. A maximum of five minutes per side will be provided for rebuttal and surrebuttal.
   iii. After the public hearing is closed, the Council may ask questions of the speakers.
   iv. Speakers must limit their responses to the questions asked by the Council.

E. Reports to Council

1. The Mayor's Report, Councilmember Reports, and City Manager’s Report

will be placed on the agenda for regular meetings following the Invocation and Pledge of Allegiance.
2. All reports will be limited to three minutes.
3. The three-minute limitation for any report may be waived by a majority vote of the City Council.

F. Meeting Minutes

Home Rule Charter Reference — Article II, Section 2.15, Rules of Procedure: Minutes

The Council shall determine its own rules and order of business. It shall keep minutes of its proceedings, and the minutes shall be open to public inspection. Minutes of all meetings of the Council shall be promptly entered within forty-eight (48) hours in the minute book of the Council, and City Secretary shall at the same time provide a permanent and adequate index showing the action of the Council in regard to all matters submitted to it at both regular and special meetings.

1. Written minutes shall be maintained for all posted meetings of the City Council. Approval of the minutes shall be made by vote of the City Council at the next regularly scheduled meeting. Proposed corrections to minutes that have not been approved shall be submitted to the City Secretary by 5 p.m. of the day before the regularly scheduled meeting where minutes are scheduled for approval.
2. The minutes for meetings of the City Council shall follow basic parliamentary procedure for action minutes, thereby recording what was done rather than what was said. Information to be contained in the minutes shall include the following:
    i. Name of group or assembly.
    ii. Type of meeting (regular, special, workshop).
    iii. Date of meeting.
    iv. Time meeting is called to order.
    v. Location of meeting, if not always the same.
    vi. Officials present and absent.
    vii. Topic or subject matter of each agenda item and action taken, including motions, amendments, record vote, and any parliamentary action.
    viii. Time of adjournment.
    ix. Signature blocks for Mayor and City Secretary.
3. The minutes for non-action agenda items such as the Mayor's Report, Councilmember Reports, the City Manager's Report, the Citizen Public Comment Period, Public Hearings, staff reports, and committee reports shall include the speaker's name and the subject matter.
4. The minutes for discussion-based agenda items, such as those commonly found in briefing sessions and workshops, should reflect the topics of discussion rather than verbatim statements or summarized statements by individual speakers.

G. Resolutions & Ordinances

1. All official action of the City Council shall require a Resolution or Ordinance to capture the clear intent of the policy decision, approved by the majority of the Council.

IV. REGULATIONS

A. Code of Ethics

1. The Mayor and all City Councilmembers, as official representatives of the people of Duncanville, must always abide by all facets of the Code of Ethics established and adopted for the City in Ordinance No. 2113.

B. Censure Policy

Although left to the decision of the Councilmembers, it is encouraged that a Notice of Censure be filed only after a personal conversation between at least one complaining Councilmember and the accused Councilmember has taken place and has proven unsuccessful.

1. Two or more City Councilmembers may file a written Notice of Censure against another City Councilmember with the City Secretary. The written notice shall set forth the allegation(s) of conduct and City Charter, Code of Ethics, or Rules and Procedures provisions which the accused Councilmember shall have allegedly violated, and include (1) a copy of all evidence supporting the allegations and (2) a list of persons who may be called as witnesses if the allegations proceed to final hearing. A copy shall be delivered to all Councilmembers by the City Secretary. A written Response to the allegation(s) may be filed by the accused Councilmember within ten business days after receipt thereof. A copy of the Notice of Censure and Response thereto shall be delivered to each Councilmember by the City Secretary within two business days after the response is filed.
2. On the first regularly scheduled meeting of the Council after the filing of the Notice and any Response, the City Secretary shall formally present the Notice and Response to the City Council and a copy will be attached to the minutes and become part of the public record. The Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal public hearing on the merits of the Notice of Censure or whether the allegations should be dismissed. A vote to hold a public hearing shall not be construed to be a vote of censure.
3. The accused City Councilmember has the right to be represented by legal counsel of their choosing and at their own cost; no City funds may be expended on the legal counsel during a censure hearing. The counsel may attend the hearings and present evidence and testimony at the preliminary and final hearings.

4. If the Council has voted to find good cause presented in the Notice of Censure, a public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Council, which shall be set no sooner than twenty business days from the date of the meeting where the Notice and any Response is presented. At least ten business days prior to the date of the public hearing, the accused Councilmember may file an evidentiary supplement to the written Response (if not done at the time of the initial Response filing) which shall contain: (1) a copy of all evidence refuting the allegations that the or that the Councilmember wishes the Council to consider; and (2) a list of persons who may be called as witnesses upon final hearing of the allegations.
5. At the final hearing, the City Council will hear evidence concerning the notice of censure. Evidence and witnesses shall be limited to that contained in, or listed on, the Notice of Censure and Response. The City Council shall determine whether the evidence presented is relevant and authentic, but formal Rules of Procedure and Evidence shall not apply. The format of the final hearing is as follows:
    a. The City Councilmembers proffering the charges shall present evidence and witnesses in support of the allegation(s) contained in the Notice of Censure and explain how the evidence supports the proposition that the accused Councilmember violated the City Charter, Code of Ethics, or Rules and Procedures.
    b. The Councilmember who is the subject of the censure shall have the opportunity to present evidence and witnesses to support his or her position with respect to the Notice of Censure. The burden of proof shall be on the Councilmembers proffering the Notice of Censure and the standard shall be a preponderance of evidence.
    c. After receiving evidence at the final hearing, the City Council shall then take a roll-call vote, after motion duly made and seconded, and a majority of five members of the City Council shall be required to sustain the censure of the Councilmember. If sustained, the City Attorney shall prepare a formal Censure document for adoption by a majority vote of the City Council at a future meeting.

C. Removals from Office

1. REMOVAL OF CITY COUNCIL MEMBERS

Home Rule Charter Reference - Article II Sec. 2.10, Council Not To Interfere in City Manager's Appointments or Removals

Willful violation of the foregoing provisions of this Charter by any member of the Council shall constitute official misconduct and shall authorize the Council by a vote of a majority of its membership to expel such offending member from Council if found guilty after a public hearing, and thereby create a vacancy in the place held by such member.

2. REMOVAL OF OTHER APOINTIVE OFFICALS

Home Rule Charter Reference - Article II Sec. 2.09, Removal of Other Appointive Officials

The Council may, upon the affirmative vote of majority of the full membership of the Council, remove members of its appointive boards or commissions without notice, except otherwise provided by state law. (Ord. No. 1491, adopted 1-21-97, approved at election 5-3-97).

STAFF REPORT

MEETING: City Council - 05 Dec 2023

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).

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
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, the agency is required to vote by official ballot resolution.

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:

- Brett Franks
- Carrie F, Gordon
- Michael Hurtt
- Mark Jones
- Terry Lynne
- Steve Nichols

The deadline for casting a vote is December 15, 2023.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
DCAD Letter - Attachment 1
Resolution No. - 2023-151 - Vote for member of Dallas County Central Appraisal District Board of Directors - Pdf

Dallas Central Appraisal District

Date: October 26, 2023

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 15, 2023. 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.

Candidate	**Nominating City**
Brett Franks:	City of Sachse
Carrie F. Gordon:	City of Balch Springs
Michael Hurtt:	City of Seagoville, City of Carrollton
Mark Jones:	City of Desoto
Terry Lynne:	City of Farmers Branch
Steve Nichols:	City of Hutchins

Resumes for each candidate that were received by DCAD are enclosed as well as the ballot (last page).

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 15, 2023. **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 15, 2023 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/cdj

Enclosure (Nominee Bio/Official Ballot Resolution/Return Envelope)

Cc: Robert D Brown, City Manager
Kristin Downs, City Secretary
Denise Hickman, Finance Director

Office of Executive Director/Chief Appraiser
2949 N. Stemmons Freeway ● Dallas, Texas 75247-6195 ● (214) 631-0520
Web Site: www.dallascad.org

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.

CARRIE FORNEY GORDON, PHD, CMO

BIOGRAPHICAL SKETCH

The Honorable Carrie Forney Gordon, PhD served as Mayor of Balch Springs, TX from May 2009 – May 2015. In that same year, she also retired from the City of Dallas after 31 years of service as an Urban Planner. Just a year later (2016), she gravitated back to the local government realm as a Zoning Consultant, City Administrator (Wilmer, TX), and member of the Balch Springs Industrial and Economic Development Corporation Board of Directors (Type A). In May 2020, Dr. Gordon was appointed by the Balch Springs City Council to serve a 1-year Mayoral term. Unbeknownst to her, the term would be extended 2-years as an unopposed Mayoral candidate. The voters then extended the term through 2025. Mayor Gordon stands as the longest serving elected official in its 70-year history.

During Dr. Gordon's Mayoral tenure, she has and continues to serve as a "change agent"! Her legacy has left and continues to leave indelible marks in the city's history and region. Here are just a few "seeds" planted and harvested during her administration:

- Unprecedented feat - During the 83rd Texas Legislature, spearheaded efforts to successfully consolidate the Dallas County Water Control & Improvement District No. 6 with the City of Balch Springs. Her efforts led to the successful dissolution of one of the largest Municipal Utility Districts in Texas (Senate Bill 1635), to consolidate the delivery of city services and strengthen its economic positioning in Southeast Dallas County. [*Water Utilities*]
- Worked with Dallas Area Rapid Transit (DART), Star Transit, Dallas County, and the North Central Texas Council of Governments to successfully launch a 'non-DART' public transit partnering program, a framework that spans southeast and southwest Dallas County as partnerships continue to be brokered to meet transit needs. [*Transportation*]
- Secured an invitation from the Governor's Office for the Balch Springs Economic Development Corporation to become actively involved with the TexasOne™ Program, one of Texas' major sources of economic development marketing. [*Economic Development*]
- Worked arduously with Fmr. Congresswoman Eddie Bernice Johnson for the successful retention of the local post office as many were being closed throughout the region. [*Partnering*]
- Successfully established and launched social services programs and projects, through partnerships with Mesquite Social Services and the North Texas Food Bank, to address food disparity in Southeast Dallas County. [*Nutrition*]
- Credited with the successful completion of the Peach Tree Seniors multi-million housing development (recognized as a model tax credit project by the State of Texas). [*Senior Housing*]
- Nurtured relationships to locate the first-ever multi-million-dollar state-of-the art Dallas ISD elementary School in the city limits of Balch Springs. [*Education*]
- Played an instrumental role to locate a federally qualified community health center (Foremost Family Health Centers) in the city to address healthcare disparities in Southeast Dallas County. [*Health Care*]

Mayor Gordon possesses a Bachelor of Arts degree in Political Science (Bishop College); Master of Arts degree in Political Economy (University of Texas at Dallas); and a Doctor of Philosophy degree in Administration and Management (Columbia Pacific University). She is a professional singer/songwriter and manages her son Larry Gordon II (singer/songwriter - Curb|Word Entertainment). Her spouse is the late Grammy-Award nominee Dr. Larry "T-Byrd" Gordon (*Southern Meets Soul: An American Gospel Jubilee*). Presently Mayor Gordon serves on the Foremost Family Health Centers Board of Directors (Board Chair), Star Transit Board of Directors (Vice Chair), Texas Municipal League Region 13 (Vice President), Best Southwest Partnership Executive Committee (1st Vice President), and Metroplex Mayors Association (Past President).

Michael Hurtt came to Dallas from Casper, Wyoming in 1971. Graduated from Mortuary Science College, and has been in this area ever since. His funeral service background includes managing large volume, corporately owned funeral firms, 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. He and his wife, have owned the funeral home in DeSoto since 1988. Marilyn passed away in August of 2020. He has served on the Texas Funeral Directors Association, president of the North Texas Funeral Directors and Dallas County Funeral Directors Association. Civic involvement has included board positions for the Dallas Zoo, North Texas Commission, Select Specialty and the Medical Center of Lancaster Hospitals, and Canterbury Episcopal School, past president of the DeSoto Chamber, DeSoto Rotary and the Best Southwest Chambers, councilman, mayor pro tem and mayor of DeSoto from 2001 to 2007 when DeSoto achieved the ALL America City designation. He was president and vice president of the DeSoto Economic Development Corporation. He served on the advisory board for Methodist Charlton Hospital, and represents the 31 suburban cities for the Dallas Central Appraisal District since 2008. Michael married Margarita Morales in 2022.

Mark Jones is a seasoned professional with a diverse skill set that makes him an invaluable asset to any Corporate or Community Board. With a deep well of knowledge in Housing and a profound understanding of the challenges faced by small businesses, his entrepreneurial background enriches his unique perspective. Mark's extensive involvement in the community is evident, having served as the Board Chair of the Frost Farms Neighborhood Association from 2019 to 2022. Currently, he holds the prestigious position of Chair on the Board of Directors for Bonton Farms and United MegaCare. His influence extends to the Desoto Economic Development Corporation and the Metroplex Economic Development Corporation (MEDC) Board. Notably, he chaired the Desoto ISD CITIZEN BOND Committee in 2005.

Driven by a passion for community development, Mark is an enthusiastic volunteer and a steadfast member of various community organizations and causes. His unwavering commitment to enhancing our community's quality of life is manifest in his ongoing advocacy efforts and dedicated contributions to relevant initiatives. Drawing from his extensive experiences, Mark possesses a profound understanding of the importance of effective community organization and strategic planning.

Capitalizing on his broad network and wealth of knowledge, Mark fervently champions policies and initiatives that elevate the entire community. His history of active involvement and fervent advocacy underscores his resolute dedication to advancing the welfare of the region. Transparency and accountability are foundational principles for Mark, and his instrumental role in championing initiatives to bolster public engagement in decision-making processes is noteworthy.

In addition to his community engagement, Mark Jones is the visionary Founder and President of Urban Promotions, a dynamic full-service marketing, and promotions firm. Established in 1992, Urban Promotions specializes in entertainment promotions and general marketing, forging strong partnerships with corporations, entertainers, and minority-owned businesses. Mark's entrepreneurial endeavors extend to Hormone Life Balance L.L.C., Well Aware Supplement and Tea Company, and Urway Home L.L.C., showcasing his dedication to the well-being of the community.

Mark's commitment to the vitality of our community is mirrored in his family life. Celebrating three decades of marriage, he shares a profound bond with his wife, Jill Waggoner-Jones. Together, they lovingly parented two daughters, Jillian Jones Mitchell, and Uriah Jones. Rooted in Desoto, Texas, the Jones family epitomizes their devotion to the community they call home.

TERRY LYNNE

13215 George Street
Dallas, Texas 75234
(214)244-1615
tlynne@tx.rr.com

Summary: Sales, management professional and business owner with extensive experience in advertising, marketing and promotions, radio advertising sales and management and industrial sales and marketing experience.

Experience:

2023-Present **Mayor, City of Farmers Branch**
- Chief elected official for the city.
- Responsible for presiding over all City Council meetings and attending city board and commission meetings
- Brand Ambassador for the city

2016-2022 **City Councilman, City of Farmers Branch**
- Elected City Council Representative for District 4 in Farmers Branch
- Served on numerous boards to represent Farmers Branch residents in Dallas County

2000-Present **President and Owner, Time-Out Media and Time-Out Events**
- Oversee sales and daily operations of full-service advertising and marketing agency
- Create and manage advertising strategy and marketing campaigns for clients
- Manage large-scale corporate event production and execution for clients

2009-2011 **The Barber Shop Marketing & TBS Promotions**, Dallas, Texas
- *Independent Contractor,* responsible for new business development, account management, servicing of clients for both media programs and promotional activation.
- Created and managed client promotions and event activation for Gexa Energy, Texas Lottery, Power Service Diesel Additives, Vestry Electric Scooters, UT Southwestern Medical Center and others.
- Sold event marketing and promotional activation services into regional and national advertising agencies.

2008-2009 **Event Buy Power**, Irving, Texas
- *National Sales Manager* responsible for developing clients for start-up Electronic Data Capture company.
- Sold services into major clients such as Chrysler, Yamaha Motor Corporation, Kia Motors America and Lexus.
- Recruited for position by company president Dave Siebert, former radio GM.

2006-2008 **Service Broadcasting**, Dallas, Texas
- *Regional Sales Manger, Southeast United States,* responsible for station sales and marketing efforts from Washington, D.C. to Florida for KKDA AM & FM, KRNB FM.
- Served as trouble-shooter calling directly on agencies that were not buying our urban format stations.
- Responsible for developing over $600,000 in new business in first year with stations.

1999-2006 **KLUV Radio**, Infinity Radio/Viacom, Dallas, Texas
- *Local Sales Manager* from 1999 to 2001 responsible for hiring and training local sales staff

- *Regional Sales Manager* from 2001 to 2003, responsible for managing staff of 14 salespeople who have clients (agencies & direct) outside of the local market.
- Responsible for making market trips to key account cities in Texas for each of the local salespeople.
- *Account Executive* from 2003 to 2006 responsible for developing and growing local account base.
- **Generated** over $590,000 in direct new business in 2006.

1997-1999 **KSCS Radio**, ABC Radio/Disney, Dallas, Texas

- *Regional Sales Manager* responsible for increasing billings from major agencies and developing client contacts in Houston, Austin and San Antonio.
- **Increased billing 252%** over prior year through strategic planning and developing relationships with key client and agency decision makers.
- Created sales research materials and assisted sales staff in developing written sales packages.

1997 KDGE Radio, Chancellor Media Corporation, Dallas, Texas

- *Local Sales Manager* responsible for recruiting and hiring sales staff and developing business for station.
- Achieved local sales budget goals for station September and October, first time ever for station (Assumed position June 1)
- Station changed ownership three times in a six month period
- Responsible for budgeting and department profitability

1992-1997 **KZPS Radio**, Bonneville International Corporation, Dallas, Texas

- *Senior account executive* responsible for increasing billings and maintaining relationships with local agencies and direct clients.
- Developed business plans to secure *annual agreements* from *key accounts*.
- **Top salesman** in the development of *new*, local advertiser billings, 1995 and 1996.
    - Increased local account list billing average of **18% each year** in spite of station ratings decrease (from $580,000 to $1,100,000).
- Developed *value added merchandising programs* for clients as part of sales.
- Directed on-premise promotional opportunities for clients.
- Selected by corporate headquarters to evaluate software and feasibility of implementing use of laptop computers for sales.
- In addition to sales responsibilities, *trained sales staff* on use of laptop computers and company software.

1991-1992 KDGE Radio, Allison Broadcast Group, Dallas, Texas

- *Account executive*.
- Developed senior list of station accounts, working with local direct accounts and advertising agencies.
- Maintained highest monthly sales and new business quota for station through creation of innovative promotional opportunities for advertisers.
- Developed *new business* and increased account list local billing to represent 30% of stations monthly budget.
- Responsible for the coordination of merchandising and on-premise promotions for major beer and nightclub clients.
- Created *in-store promotional opportunities* with record labels for Blockbuster Music to secure incremental budgets and make client largest non-beer advertiser on station. Represented approximately 50% increase in revenue to station.

1989-1992 **KEGL Radio**, Sandusky Radio Group, Dallas, Texas

- *Account executive* responsible for new business development.
- Built local advertiser account list working with direct clients and advertising agencies

through station marketing and promotional opportunities.
- ***Increased* billing 25% of stations largest client**, Budweiser, through innovative on-premise merchandising efforts during 1991 despite local budget cutbacks by Anheuser Busch.

1989 **KOAI Radio**, Gannett Broadcasting, Dallas, Texas
- *Entry-level account executive* responsible solely for cold calling and new business development.

1980-1989 **Spectape of Texas**, Concote Corporation, Dallas, Texas
- *Marketing Director*
- Created direct marketing and advertising programs for specialty converter of foam and adhesive tape products. (Ten million annual sales)
- Designed sales literature to present new corporate image (1988).
- Supervised the development of new products per client needs and specifications.
- Coordinated marketing and sales support for national distributor network.
- Developed and supervised the implementation of an inventory control system for manufactured goods company.
- Worked with key defense contractor accounts to develop new applications and products.

Education:
- University of Oklahoma
- B.B.A., Business Management, 1980

Recognition:
- 1994 AWRT Award of Excellence, Dallas Radio Local Salesperson
- 1993 Bonneville Meritorious Sales Award

Training Courses:
- Jerry Tabio, Creative Resources Training
- Radio Advertising Bureau, Certified Radio Marketing Consultant
- Keith Vendor Concepts (vendor training program)
- Rick Alan & Associates, Real-World Selling Seminar
- Memory Training Institute

Other Experience:
- Chairman, Building & Standards Commission, City of Farmers Branch
- Member, Farmers Branch Planning & Zoning Board
- President, Valley View Park Estates HOA 2004-2007
- Licensed Private Pilot
- Graduate, FBI Citizens Academy Alumni Association
- Graduate, Dallas County Citizens Prosecutors Academy
- Graduate, Texas Department of Public Safety Citizens Academy
- Graduate, Farmers Branch Citizens Police and Fire Academies
- United States Secret Service Citizens Academy (current)

Stephen Nichols

219 S. Austin St

Hutchins, TX 75141

Life long resident of Dallas County

Graduate of Bryan Adams High School class of 1980

Licensed Master Plumber

Hutchins City council member from 2104 to present

Mayor Pro Tem 2022 to present

Vice President of the Hutchins Economic Development Committee

President of the Hutchins Tax Increment Finance Committee

Deacon First Baptist Church Hutchins, TX.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF _____, 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 _____ does hereby cast its vote by marking the ballot below:

(Check one only)	**Candidate**	**Nominating City**
☐	Brett Franks:	City of Sachse
☐	Carrie F. Gordon:	City of Balch Springs
☐	Michael Hurtt:	City of Seagoville, City of Carrollton
☐	Mark Jones:	City of Desoto
☐	Terry Lynne:	City of Farmers Branch
☐	Steve Nichols:	City of Hutchins

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of _____ 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.

PASSED AND APPROVED, this the _____day of _____, 2023

_____
MAYOR

ATTEST: _____
CITY SECRETARY

SEAL:

RESOLUTION NO. 2023-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, NOMINATING _____ AS A CANDIDATE FOR THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, The Chief appraiser of the Dallas Central Appraisal District has been charged with the responsibility of conducting the lection process to determine the membership of the board of Directors of the Dallas Central Appraisal District, according to the Property Tax Code of Texas; and

WHEREAS, each of the incorporated cities and towns, except for City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as a member of the Board of Directors; and

WHEREAS, the said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member of the Board of Directors.

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

SECTION 1. the Council of the City of Duncanville, Texas does hereby nominate _____ as a candidate to be a member of the Board of Director of the Dallas Central Appraisal District.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of December 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Consider a Resolution authorizing the acquisition of Uninterrupted Power Supply equipment, Electrical Installation Services, and Temporary Generator through The Interlocal Purchasing System (TIPS), Contract Number 230105 in the estimated expenditure amount of $115,578.10.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Gwendolyn Spencer, Chief Information Officer

BACKGROUND/HISTORY:
On October 30, 2023, the City experienced a power outage due to Oncor operations. During the outage, there was a lock-out/in which created a safety incident for staff assigned to the City Hall Annex, Building 103.The uninterrupted power source (UPS) was not operational and the anticipated unlock function did not open the doors.

City staff contacted its vendor partners, Paladin Technologies and Tubbesing, to develop a solution to address the frequent power disruptions that have plagued city operations. At City Hall campus sites, review of the alternative power solution, UPS and generators were initiated. The review findings are as follows:

- replacement of batteries at the Library,
- replacement of the UPS at City Hall, and
- the installation of an UPS and generator at the City Hall Annex.

To cure the immediate safety and equipment requirements, the purchase of new UPS equipment and replacement of batteries will be completed. The cost of this solution with a 10 percent contingency is $115,578.10. The cost of a new generator was prohibitive. Staff determined, working with our vendor

partner Olson Electric, that the generator at Fire Station 1 can be repurposed and utilized at the Annex building. Staff anticipate the decommissioning of the current Fire Station 1 within the period from February to March. A leased, three-phased generator will be utilized until the generator can be relocated.

An agenda item will be submitted to City Council for approval to move the generator, reconfigure the power to be compatible with the requirements for City Hall Annex Building 103, build housing for the equipment and connect the generator to the building in the future.

POLICY EXPLANATION:
By approving this Resolution, the City Council authorizes the purchase of uninterrupted power supply, electrical installation, and a temporary generator which are necessary to sustain and/or enhance the city-wide operations.

FUNDING SOURCE:

ORG and Object Number
01011400 - 700883 (Information Technology - Capital Equipment/Furniture)

Available Budget	Purchase Amount	After Encumber
$115,578.10	$115,578.10	$0.00

ACTION ALTERNATIVES:
1. Approve the Resolution to fund the procurement of uninterrupted power supply, electrical installation, and a temporary generator that are necessary to sustain and/or enhance the city-wide operationsin the amount of $115,578.10.
2. Do not approve the procurement of funds necessary to sustain and/or enhance the city-wide operations.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-179 - Uninterrupted Power for City Hall Buildings - Pdf

RESOLUTION NO. 2023-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ACQUISITION OF UNINTERRUPTED POWER SUPPLY EQUIPMENT (UPS), ELECTRICIAL INSTALLATION SERVICES, AND A TEMPORARY GENERATOR THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS), CONTRACT NUMBER 230105 IN THE ESTIMATED EXPENDITURE AMOUNT OF $115,578.10; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary for the City to invest in alternative power sources for its critical facilities; and

WHEREAS, The Interlocal Purchasing System (TIPS), has competitively solicited proposals for alternative sustainable power – Uninterrupted Power Supplies and Generators; and

WHEREAS, The Interlocal Purchasing System (TIPS), has evaluated the proposals and awarded a contract, Contract Number: 230105 to Tubbesing; and

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

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

SECTION 1. The City Council hereby approves the execution of an agreement and/or purchase order for the acquisition of equipment and services from Tubbesing through The Interlocal Purchasing System (TIPS), Contract Number 230105, in accordance with its unit prices, in the amount not to exceed $115,578.10 and the Interim City Manager or his designee is hereby authorized to issue the appropriate purchase orders.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of December, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Consider a Resolution of the City Council of the City of Duncanville, Texas for the renewal of the Licensing/Maintenance Agreements with Tyler Technologies Inc. for the MUNIS Enterprise Resource Planning system (Financials, Revenue Management, Human Capital Management, Payroll, Cashiering, Enterprise Asset and Work Order Management, ExecuTime, and Utility Billing), Customer Self Service, Employee Self Service and EnerGov software for an amount not to exceed $130,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Gwendolyn Spencer, Chief Information Officer

BACKGROUND/HISTORY:
The City of Duncanville partnered with Tyler Technologies, through the Sourcewell Purchasing Cooperative, Contract Number: 090320-TTI ERP, in fiscal years 2018 and 2019 for the procurement of an integrated software solution that would replace the aging/de-supported software solutions for the Finance, Human Resources and Public Works departments. The City amended its contract with Tyler Technologies, Inc. in fiscal year 2020 to add the Utility Billing and EnerGov software. Currently, the City has implemented MUNIS - Financials, Revenue Management, Human Capital Management, Payroll, Cashiering, Enterprise Asset and Work Order Management, ExecuTime, and Utility Billing, Customer Self Service, Employee Self Service. The City has not implemented EnerGov.

To protect and maintain its investment, the City of Duncanville annually renews its licensing, maintenance, and support agreements. The agreements grant the city access to updates/patches, technical and functional ERP experts, training, and the Tyler community (other public sector entities that implemented Tyler ERP software). In addition to maintenance and support, the city also takes advantage of the system's perpetual upgrades, enhanced features, and functionality, as they become available. This benefit is provided through Tyler's evergreen standard which eliminates the cost of replacing obsolete software.

The annual maintenance and support cost for the city's ERP software system increases as stipulated in the contract.

POLICY EXPLANATION:
By approving this Resolution, the City Council of the City of Duncanville, Texas hereby authorizes the renewal of the licensing, maintenance and support agreements with Tyler Technologies, Inc. through the Sourcewell contract #090320-TTI with Tyler Technologies, Inc. in an amount not to exceed $130,000.00.

FUNDING SOURCE:

ORG and Object Number
01011400 - 700451 (Information Technology and Maintenance Agreements)

Available Budget	**Purchase Amount**	**After Encumber**
$167,285.29	$130,000.00	$37,285.29

ACTION ALTERNATIVES:
1. Approve the Resolution.
2. Do not approve the Resolution.
3. Other actions as directed by the Council.

ATTACHMENTS:
Invoice and Payment Policy
Resolution No. - 2023-189 - Annual Maintenance for Tyler Technologies - Pdf

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 45 % on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); (c) 20%, by phase, on the earlier of (i) the commencement date for the applicable phase of the project or (ii) the commencement date for the applicable phase of the project as indicated in the Statement of Work as of the Effective Date; and (d) 10%, by phase, upon the earlier of (i) the live date for the applicable phase of the project or (ii) the live date for the applicable phase of the project as indicated in the Statement of Work as of the Effective Date. The foregoing notwithstanding, if a commencement or live date is delayed due solely to Tyler's failure to perform, the Client may delay the payment associated with such date by an amount of time equal to the delay so caused.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, Tyler agrees to limit increases to annual maintenance and support fees as follows:

   - Year 2: 2% increase over previous year's rates (prior to Year 1 waiver)
   - Year 3: 3% increase over previous year's rates
   - Year 4: 4% increase over previous year's rates
   - Year 5: 5% increase over previous year's rates

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees.

3.1 *Systems Management*: Systems Management: Systems Management Services are invoiced on the Available Download Date and shall be provided under the terms of our Agreement for Tyler Systems Management ("TSM Agreement"). Our current TSM Agreement is attached hereto as Exhibit E. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

RESOLUTION NO. 2023-189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF SUPPORT AND MAINTENANCE SERVICES IN THE AMOUNT NOT TO EXCEED $130,000.00 TO SUSTAIN MUNIS, ENERGOV, AND UTILITY BILLING SOFTWARE THROUGH THE SOURCEWELL CONTRACT #090320-TTI WITH TYLER TECHNOLOGIES, INC. THROUGH SOURCEWELL CONTRACT #090320-TTI; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PAYMENT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to continue the use of Tyler Technologies Public Administration Software; and

WHEREAS, the Sourcewell purchasing cooperative has awarded contract #090320-TTI ERP system to Tyler Technologies, Inc; and

WHEREAS, the City has obtained an invoice for continued support and maintenance from Tyler Technologies Inc. in the amount of $130,000.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves the purchase of support and maintenance services in the amount not to exceed $130,000.00 to sustain Munis, EnerGov, and Utility Billing software through the Sourcewell contract #090320-TTI with Tyler Technologies, Inc.; and, authorizing the City Manager or designee to execute the necessary documents and/or payment.

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 5th day of December, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Consider a Resolution of the City Council of the City of Duncanville, Texas for the re-implementation of the EnerGOV, Tyler Technologies, software that will be integrated with the City's Enterprise Resource System (ERP) for an amount not to exceed $99,000.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Gwendolyn Spencer, Chief Information Officer
Agustin Garcia, Managing Director, Development Services
Kurt Kassan, Building Official

BACKGROUND/HISTORY:
A proposal was solicited from Tyler Technologies to configure, train, and provide project management services to fully implement the previously purchased software package. The Investment Assessment to re-implement the software will not exceed $99,000.00. ARPA funding was approved by the Council in the FY23 budget allocation. Project management will be utilized to ensure successful implementation. Additionally, Development staff have experience implementing and utilizing the EnerGOV software solution.

POLICY EXPLANATION:
The City Council approved Resolution No. 2019-002 for the purchase of additional Tyler Technologies, Inc. software to replace the City's current code enforcement, right of way inspection, building inspection and work order system software to integrate with said ERP system. The EnerGOV system powers Tyler's Enterprise Community Development software and automates governmental operations in land use planning, permitting, enforcement case management, and inspections. From office computers or mobile devices in the field, the multi-dimensional building permitting software expedites planning, review, and enforcement. Mobility functionality saves processing time and benefits City stakeholders. The EnerGOV system powers automation of licensing administration and

simplifies regulatory reviews, investigation, or enforcement processes. Fees can also be paid securely online with integration into the MUNIS general ledger software.

An Investment Assessment was completed in June 2022, and it was determined that the EnerGOV implementation did not complete as expected. City staff contacted Tyler Technologies' referenceable sites, Cedar Hill and Grand Prairie, to ascertain the feasibly of rectifying the flaws with the implementation or remaining on the current MyGov platform. After reviewing the EnerGOV software in operation, total-cost of ownership of both solutions, and financial integration requirements, staff determined that the re-implementation of EnerGOV would be the best solution.

A proposal was solicited from Tyler Technologies. The Investment Assessment to re-implement the software will not exceed $99,000.00. The funding for this project, ARPA funds, was approved by the Council in the FY23 budget allocation. Project management will be utilized to ensure successful implementation. Additionally, Development staff have experience implementing and utilizing the EnerGOV software solution.

FUNDING SOURCE:

ORG and Object Number
75800001 - 700232 - ARPA4

Available Budget	**Purchase Amount**	**After Encumber**
$486,217.00	$99,000.00	$387,217.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:
Proposed Schedule
Resolution No. - 2023-188 - A Re-implementation of EnerGOV Software for Development Services - Pdf

Plan A: 7 Months

Duncanville, TX -- EPL Reengagement Plan (as-is, no Licensing)

Dates	# Days	Task/Activity	Resource
Month 1	1	Systems Check/Add Users	TBD
Month 1	3	Kickoff (Software Demos by Department)	TBD
Month 1	3	Current Configuration Review	TBD
Month 2	6	Analysis & Questionaire Assistance	TBD
Month 3	3	Config Training 1	TBD
Month 3	3	Config Training 2	TBD
Month 4	3	Config Training 3	TBD
Month 4	3	Configuration Assistance	TBD
Month 5	3	System Testing Assistance	TBD
Month 5	3	Train the Trainer: SME End User Training	TBD
Month 6	3	Go Live Prep (Final Testing/Training)	TBD
Month 6	3	**GO LIVE Assistance**	TBD
Month 7	3	Post-Live Assistance	TBD
GIS Tasks	1	Remote GIS Tasks	
Total Scheduled	**41**	**Implementation Days**	

PM Service

Pre-Planning	1
Month 1	2
Month 2	2
Month 3	2
Month 4	2
Month 5	2
Month 6	2
Month 7	2
Phase Closure	1
Total PM Days	**16**

RESOLUTION NO. 2023-188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE RE-IMPLEMENTATION OF THE ENERGOV SOFTWARE SOLUTION FOR AN AMOUNT NOT TO EXCEED $99,000.00.; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE THE NECESSARY DOCUMENTS AND/OR PAYMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council approved the purchase of Tyler Technologies, Inc. Electronic Resources Planning (ERP) software for the Finance and Human Resources departments on January 16, 2018; and

WHEREAS, the City Council approved the amendment of the Tyler Technologies, Inc. contract of include the addition of the EnerGOV software to replace the City's current code enforcement, building inspection and work order system software to integrate with said ERP system; and

WHEREAS, the City of Duncanville has previously directed that American Rescue Plan funds for the $485,000.00 to address deficiencies in the City's implementation Tyler Technologies software solution; and

WHEREAS, the City of Duncanville City Council desires to use these funds to correct the deficiencies with its Tyler Technologies, Inc. ERP software.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes and approves the use of American Rescue Plan Act (ARPA) funds for the re-implementation of the EnerGOV software solution for an amount not to exceed $99,000.00; and, authorizes the Interim City Manager or his designee to negotiate and execute the necessary documents and/or purchase order.

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 5th day of December, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Consider a Resolution of the City Council of the City of Duncanville, Texas, authorizing the modification of the Tyler Technologies, Inc. contract through the Sourcewell Contract #090320-TTI, and authorize an expenditure in the amount of $147,090.00 for the implementation of the Municipal Justice (Courts) Software.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Gwendolyn Spencer, Chief Information Officer

BACKGROUND/HISTORY:
The City of Duncanville partnered with Tyler Technologies, through the Sourcewell Purchasing Cooperative, Contract Number: 090320-TTI ERP, in fiscal years 2018 and 2019 for the procurement of an integrated software solution that would replace the aging/de-supported disparate software solutions for the Finance, Human Resources and Public Works departments. The City amended its contract with Tyler Technologies, Inc. in fiscal year 2020 to add the Utility Billing and EnerGov software. Currently, the city has implemented MUNIS - Financials, Revenue Management, and Human Capital Management, Payroll, Cashiering, Enterprise Asset and Work Order Management, ExecuTime, and Utility Billing, Customer Self Service, Employee Self Service and EnerGov.

The City desires to further amend its contract with Tyler Technologies, Inc. to procure its Municipal Justice (Courts) software to replace the aging/de-supported separate software solutions utilized by City departments. Implementing the Municipal Justice solution will integrate with the City's ticket writing system (BRAZOS) and the MUNIS financial systems, further eliminating manual tasks.

The maintenance and support expense for this hosted solution will not exceed $59,663.00 over a five-year period.

POLICY EXPLANATION:
By approving this Resolution, the City Council authorizes the modification of the contract with Tyler Technologies, Inc. through the Sourcewell Contract #090320-TTI and approves the funding for the implementation of the Municipal Justice software in the amount of $147,090.00.

FUNDING SOURCE:

ORG and Object Number
75800001 - 700232 - ARPA4

Available Budget	Purchase Amount	After Encumber
$633,307.00	$147,090.00	$486,217.00

ACTION ALTERNATIVES:
1. Approve the Resolution.
2. Do not approve the Resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
City of Duncanville Municipal Justice
Resolution No. - 2023-192 - Tyler Technologies - Municipal Justice Software - Pdf

Sales Quotation For:
City of Duncanville
PO Box 380280
Duncanville TX 75138-0280

Quoted BY	Jon Atkin
Quote Expiration	6/30/24
Quote Name	Municipal Justice 10 SaaS
	11-20-2023

Tyler Annual Software – SaaS Description	List Price	Discount	Annual
Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Criminal Case Manager	$ 19,303	$ 1,930	$ 17,373
Cash Collections	$ 0	$ 0	$ 0
Court Payment Import Interface	$ 1,462	$ 146	$ 1,316
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	$ 3,217	$ 322	$ 2,895
Jury Data Import	$ 2,092	$ 209	$ 1,883
Officer Email Notification	$ 2,092	$ 209	$ 1,883
Output Director	$ 2,574	$ 257	$ 2,317
Defense Attorney Access	$ 3,000	$ 450	$ 2,550
Online Jury Component	$ 3,000	$ 450	$ 2,550
Court Public Access	$ 3,000	$ 450	$ 2,550
Dallas Regional Warrant Interface	$ 6,434	$ 643	$ 5,791
Municipal Jury Manager	$ 9,652	$ 965	$ 8,687

Tyler Annual Software – SaaS Description	List Price	Discount	Annual
Collection Agency Export Interface	$ 1,609	$ 161	$ 1,448
Tyler One			
Municipal Justice 10 Suite			
Virtual Court	$ 3,600	$ 540	$ 3,060
Content Manager Core	$ 0	$ 0	$ 0
TOTAL:	**$ 61,035**	**$ 6,732**	**$ 54,303**
Term # of Years:	**5**		

Tyler Annual Services Description	Annual
ERP Pro powered by Incode	
Other Services	
Host Reporting Services	$ 3,000
ERP	
Other Services	
Tyler University	$ 1,760
TOTAL:	**$ 4,760**

Tyler Fees per Transaction Description	Net Unit Price
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Miscellaneous Payments	$ 1.25
Court Case Resolution Bundle	$ 0.00

Tyler Fees per Transaction Description	Net Unit Price
Municipal Justice Payments	$ 0.00

Third Party Software & Hardware Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
PCI Service Fee (Per Device)	1	$ 0	$ 0	$ 180
Payments EMV Card Reader Purchase	3	$ 529	$ 1,587	$ 0
Tyler Third Party				
Hardware				
Topaz Signature Pad TL462 USB with Serial Emulation TLBK462 BSB	4	$ 525	$ 2,100	$ 420
TOTAL:			**$ 3,687**	**$ 600**

Services Description	Hours/Units	Extended Price
Municipal Justice 10 Suite		
Data Conversion Services		$ 26,500
Professional Services	232	$ 33,640
Project Management	1	$ 2,000
Content Manager Suite		
Professional Services	80	$ 11,600
Data Conversion Services		$ 10,000
TOTAL:		**$ 83,740**

Summary	One Time Fees	Recurring Fees
Total SaaS		$ 54,303
Total Third Party Hardware, Software, Services	$ 3,687	$ 600
Total Tyler Services	$ 83,740	$ 4,760
Summary Total	**$ 87,427**	**$ 59,663**

Comments

AP to Enterprise ERP (Munis)
GL to Enterprise ERP (Munis)
Case Import with Enforcement Mobile (Brazos)
Hot List Boot/Tow and warrants with enforcement mobile
Enterprise permitting & licensing interface cases and dispositions
Texas Epress Lane efile
Texas Certifile efile

Work will be delivered remotely unless otherwise noted in this agreement.

Virtual Court	By signing this order, you acknowledge that the items listed here are hereby added to the agreement between you and us and subject to its terms. Your access or use of Virtual Court is subject to additional terms (the "VC Terms") found here: https://www.tylertech.com/terms/virtual-court-terms-of-use. Unless otherwise indicated, the VC Terms and any comments specific to Virtual Court herein take precedence over conflicting comments on this order.
Miscellaneous Payments	Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
Court Case Resolution Bundle	Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: $1.00 for payments under $100, $2.50 for payments over $100, and $3.50 for advanced online transactions. A $0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.
Case Management Data Conversion	Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

RESOLUTION NO. 2023-192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AMENDMENT TO THE TYLER TECHNOLOGIES, INC., CONTRACT THROUGH IN AN AMOUNT NOT TO EXCEED $147,090.00 FOR THE IMPLEMENTATION OF THE MUNICIPAL JUSTICE SOFTWARE SOLUTIONS; WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; AUTHORIZING THE INTERIM CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID AGREEMENT/EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council approved the purchase of Tyler Technologies, Inc. Enterprise Resources Planning (ERP) software for the Finance and Human Resources departments on January 16, 2018; and

WHEREAS, the City Council has previously approved ARPA funding in the amount of $485,000.00 to address deficiencies in the City's Tyler Technologies software solution; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to amend the Tyler Technologies, Inc. contract and use the identified ARPA funding source to implement the Municipal Justice software to integrate with its Tyler Technologies, Inc. ERP and BRAZOS software.

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 approves an amendment to the Tyler Technologies, Inc. contract in an amount not to exceed $147,090.00, for the implementation of Municipal Justice software solution which is attached hereto and incorporated herein as Exhibit 'A'; and, authorizes the Interim City Manager, or designee, to execute the necessary documents related to said agreement/expenditure.

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 5th day of December, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Consider a Resolution authorizing the expenditure for field and turf irrigation products, landscaping products, and specialty conditioners/soils with BWI Companies, Inc. through BuyBoard contract #705-23 in the amount of not to exceed $61,900.00 through May 31, 2024.

Vision Statement:

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

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation
Bart Stevenson, Director of Parks and Recreation
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:
For several years, the City of Duncanville Parks Department has maintained a working partnership with BWI Companies, Inc. This collaboration has been instrumental in fulfilling the department's critical needs for chemicals and supplies required to maintain the city's green spaces and landscapes. BWI Companies, Inc. has been the go-to supplier for the Parks Department, serving as a reliable source for a variety of products aimed at promoting the health and vibrancy of the city's turf areas.

These products play a pivotal role in achieving several key objectives:

1. Disease and Pest Mitigation - BWI Companies has provided the city with a range of chemical solutions designed to effectively combat diseases and pests that can threaten the well-being of turf and green spaces. These products have been essential in preserving the beauty and functionality of the city's parks.

2. Control of Growth Rates - Managing the growth rate of green areas adjacent to medians and roadways is crucial for maintaining safety and aesthetics. BWI's products have been employed to control and regulate the growth of these green spaces, ensuring they remain in line with city planning and landscaping requirements.
3. Labor Reduction and Longevity Enhancement - The products sourced from BWI Companies have not only contributed to the visual appeal of Duncanville's landscape but have also led to operational efficiency gains. By reducing the need for extensive manual labor, the Parks Department has been able to optimize its resources while simultaneously enhancing the longevity and durability of landscape beds. This has translated into cost savings and a more sustainable approach to landscape maintenance.

Through this ongoing partnership with BWI Companies, the Duncanville Parks Department has been able to uphold the city's commitment to providing residents and visitors with well-maintained, green public spaces, showcasing the city's dedication to environmental stewardship and community well-being.

POLICY EXPLANATION:
The field and turf irrigation products, landscaping products, and specialty conditioners/soils are available from BWI Companies, Inc. through BuyBoard contract #705-23. This authorization period is through May 31, 2024, for an estimated expenditure amount of $61,900.00. Staff will bring the item back to City Council to approve the new BuyBoard contract period that will begin June 1, 2024 through May 31, 2025.

FUNDING SOURCE:

ORG and Object Number
01044300-700226 – Athletic Programming Chemical Supplies; 01044500-700226 – Horticulture Chemical Supplies; 01044600-700226 – Park Maintenance Chemical Supplies

Available Budget	**Purchase Amount**	**After Encumber**
01044300-700226 $14,040.00;	01044300-700226 $12,000.00;	01044300-700226 $2,040.00;
01044500-700226 $4,900.00;	01044500-700226 $3,900.00;	01044500-700226 $1,000.00;
01044600-700226 $60,634.90	01044600-700226 $46,000.00	01044600-700226 $14,634.90

ACTION ALTERNATIVES:
1. Approve funding in the amount of $61,900.00 for field and turf irrigation products, landscaping products, and specialty conditioners/soils with BWI Companies, Inc.
2. Do not provide funding for field and turf irrigation products, landscaping products, and specialty conditioners/soils with BWI Companies, Inc.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - 705-23 BWI Companies, Inc.
Resolution No. - 2023-176 - Chemical Supplies with BWI Companies, Inc. - Pdf

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 17, 2023

Sent Via Email: mikesandler@bwicompanies.com

Mike Sandler
BWI Companies
1418 Upfield Dr.
Carrollton, TX 75006

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 705-23, Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023 through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 705-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Leigh A Clover

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

April 17, 2023

Sent Via Email: mikesandler@bwicompanies.com

Mike Sandler
BWI Companies
1418 Upfield Dr.
Carrollton, TX 75006

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 705-23, Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023 through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 705-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Leigh A Clover

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

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

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils

Proposal Due Date/Opening Date and Time: February 2, 2023, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 705-23

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date: April 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

BWI Companies, Inc
Name of Proposing Company

1/26/2023
Date

1418 Upfield Dr.
Street Address

Signature of Authorized Company Official

Carrollton, TX 75006
City, State, Zip

Mike Sandler
Printed Name of Authorized Company Official

(972)242-4755
Telephone Number of Authorized Company Official

Office Manager
Position or Title of Authorized Company Official

(972)242-7675
Fax Number of Authorized Company Official

[redacted]
Federal ID Number

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

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial:

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

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

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

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

Please check (√) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: _____

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

RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (√) one of the following:

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

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

Company Name _____ Address _____

City _____ State _____ Zip Code _____

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

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

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (√) one of the following:

☐ Yes ☐ No

Initial: _____

BuyBoard PURCHASING COOPERATIVE
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

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

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial:

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

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

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

☐ **Minority Owned Business** ☐ **Women Owned Business**

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

Certification Number: _____

Name of Certifying Agency: _____

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

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initials:

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

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

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

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial:

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

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

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

Please check (√) one of the following:

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

List and fully explain any deviations you are submitting:

Initial:

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

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

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

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (√) one of the following:

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

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

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

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

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

B. Copyright Information

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

Please check (√) one of the following:

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

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

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

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

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

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

D. Consent to Release Proposal Tabulation

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

Initial: _____

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

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

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

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

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

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

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

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

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** _____

BuyBoard PURCHASING COOPERATIVE
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

3. Equal Employment Opportunity:

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

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

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

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

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: MS

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

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

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

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

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:

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

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:

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

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

BWI Companies, Inc
Company Name

Signature of Authorized Company Official

Mike Sandler - Office Manager
Printed Name and Title

1/26/2023
Date

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: BWI Companies, Inc

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

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): TX

Federal Employer Identification Number: [redacted]

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

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BWI Companies, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 990

Requester's name and address (optional)

6 City, state, and ZIP code

Nash, TX 75569

7 List account number(s) here (optional)

voice 903-838-8561 fax 903-831-4799

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/10/23

General Instructions

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

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

Purpose of Form

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

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

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

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

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

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

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

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): 10 **Proposed Discount (%):** 10

Explanation: _____

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

GOVERNMENTAL REFERENCES

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

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Grand Prairie,	Jesus Coronado,	972-237-8262,	Variable*,	$26,996,	Delivered
2.	City of Ft Worth,	Will Pemberton,	817-536-4775,	Variable*,	$22,667,	Delivered
3.	City of Frisco,	Eddie Camacho,	972-335-5517,	Variable*,	$93,484,	Delivered
4.	City of Richardson,	Rene Kermes,	972-744-4300,	Variable*,	$117,845,	Delivered
5.	City of Midland,	David Sanchez,	432-685-7356,	Variable*,	$54,791,	Delivered

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

Different tier pricing depending if ISD or city

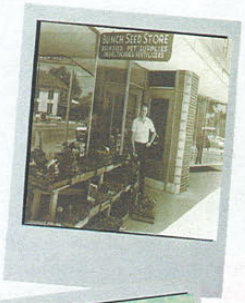
COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

WELCOME TO BWI

www.bwicompanies.com

BWI Companies, Inc., founded by Bob and Betty Bunch, celebrated fifty years of business in 2008. The company began its wholesale operations and has since expanded to a total of 14 locations, including 8 full line distribution centers across the Mid-south and Southeastern United States.



BWI currently distributes lawn and garden products, animal health, horticultural products, and turf products to garden centers, farm and feed stores, hardware stores, grocery, regional multi-store outlets, greenhouse growers, nursery growers, landscapers, lawn and land care companies, golf courses and other related outlets.

BWI has a field sales staff over 125 strong and makes timely deliveries with its company-owned fleet. With over 600 employees company-wide, BWI remains a strong and viable supplier in the marketplace. With second generation leadership provided by Co-Presidents and CEO's, Robert and Jim Bunch, BWI will continue to provide its customers with TopNotch service and quality products at competitive values by professional people.

BWI SERVICES PROVIDED

- ✓ Low minimum order requirements
- ✓ Dependable weekly delivery
- ✓ Lift gates and pallet jacks
- ✓ Best value in industry preview (EXPO)
- ✓ Horticulture Technical Sales Staff
- ✓ Real time field ordering systems
- ✓ Inventory from largest resource pool in the South
- ✓ Local in-store retailer training programs
- ✓ Retail Category Management Program
- ✓ One stop shop
- ✓ Webinar training
- ✓ In-store project assistance
- ✓ Consumer contact assistance

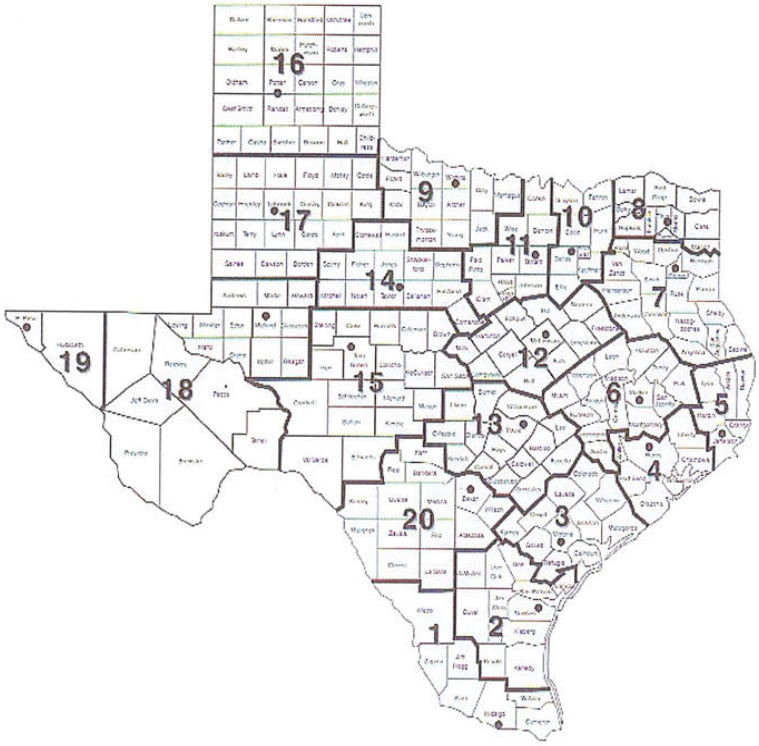
12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

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

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

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

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

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

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

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

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

BWI Companies, Inc
Name of Vendor

705-23
Proposal Invitation Number

Signature of Authorized Company Official

Mike Sandler
Printed Name of Authorized Company Official

1/26/2023
Date

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

LOCATION/AUTHORIZED SELLER LISTINGS

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

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
BWI - Texarkana	Logan Leschper	1371 N. Kings Hwy. Texarkana, TX 75569 800-442-8443
BWI - Schulenburg	Craig Schulz	100 N. Main Schulenburg, TX 78956 800-460-9713

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

MANUFACTURER DEALER DESIGNATION

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

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

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

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

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name _____ Designated Dealer Contact Person _____

Designated Dealer Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

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

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

PROPOSAL INVITATION QUESTIONNAIRE

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

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

   05 years - Not for sale

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

   Fully staffed and buyers keeping inventory levels at 100% to insure we have customers needs

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

   Our salesman will continue to push our customers to use BuyBoard instead of bid process which is more easier for both the customer and us.

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

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

N/A

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

NO

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

NONE

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

NONE

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: BWI Companies, Inc

_____

Signature of Vendor Authorized Representative

Printed Name: Mike Sandler

Title: Office Manager

Date: 1/23/2023

(*For Cooperative Administrator Use Only*)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

BWI Companies Information

Address: 1418 Upfield Drive
Carrollton, TX 75006
Phone: (972) 242-4755
Fax: (972) 242-7251
Toll Free: (800) 752-6632
Web Address: www.bwicompanies.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Mike Sandler — *Signature*

mikesandler@bwicompanies.com — *Email*

Submitted at 1/26/2023 12:10:25 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 705-23 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils — BuyBoard #705-23.xlsx

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — BuyBoard #705-23.xlsx

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s) — DOC012623.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — *No response*

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile — company profile.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification — W-9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Bid Attributes

1 **Federal Identification Number**

Federal Identification Number

[redacted]

2 **HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification**

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 **No Israel Boycott Certification**

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

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

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

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

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

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

Yes

5 **MWBE/HUB Status Certification**

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

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business (Yes)*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business (Yes)*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB (Yes)
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Mike Sandler
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address mikesandler@bwicompanies.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 1418 Upfield Dr.
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Carrollton
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 75006

19	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 972-242-4755
20	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number 10427
21	**Company Website** Company Website (www.XXXXX.com) ww.bwicompanies.com
22	**Purchase Orders Contact Information** All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. **Please select options below for receipt of Purchase Orders and provide the requested information:** • I will use the internet to receive Purchase Orders at the following address Yes
23	**Purchase Order E-mail Address** Purchase Order E-mail Address mikesandler@bwicompanies.com
24	**Purchase Order Contact Name** Purchase Order Contact Name Mike Sandler
25	**Purchase Order Contact Phone Number** Purchase Order Contact Phone Number (xxx-xxx-xxxx) 972-242-4755
26	**Purchase Order Contact Extension Number** Purchase Order Contact Extension Number 10427
27	**Alternate Purchase Order E-mail Address** Alternate Purchase Order E-mail Address *No response*
28	**Alternate Purchase Order Contact Name** Alternate Purchase Order Contact Name *No response*

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

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

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

mikesandler@bwicompanies.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Mike Sandler

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

9722424755

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

10427

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

No response

39 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

40 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

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

(a) Service fee invoices and related communications should be provided directly to my company at:

or

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

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

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

BWI Companies, Inc

44 **Invoice Company Department Name**

Invoice Company Department Name

accounts payable

45 **Invoice Contact Name**

Invoice Contact Name

Mike Sandler

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

PO Box 810920

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Dallas

48	**Invoice Mailing Address - State** Invoice Mailing Address - State (Abbreviate State Name) TX
49	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 75381
50	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 972-242-4755
51	**Invoice Contact Extension Number** Invoice Contact Extension Number 10427
52	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) 972-242-7675
53	**Invoice Contact E-mail Address** Invoice Contact E-mail mikesandler@bwicompanies.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address *No response*
55	**Billing Agent Company Name** Billing Agent Company Name *No response*
56	**Billing Agent Department Name** Billing Agent Department Name *No response*
57	**Billing Agent Contact Name** Billing Agent Contact Name *No response*
58	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) *No response*
59	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City *No response*

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

products may be picked at our location at will call

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

71	**Electronic Payments** Are electronic payments acceptable to your company? Yes
72	**Credit Card Payments** Are credit card payments acceptable to your company? Yes
73	**Texas Regional Service Designation** **Texas Regional Service Designation - Refer to Form in Proposal Invitation** The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
74	**Company Name** Company Name BWI Companies, Inc
75	**Texas Regional Service Designation** Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve. All Regions
76	**Region 1** Region 1 - Edinburg ☑ Region 1 (1)
77	**Region 2** Region 2 - Corpus Christi ☑ Region 2 (2)
78	**Region 3** Region 3 - Victoria ☑ Region 3 (3)
79	**Region 4** Region 4 - Houston ☑ Region 4 (4)
80	**Region 5** Region 5 - Beaumont ☑ Region 5 (5)

81	**Region 6** Region 6 - Huntsville ☑ Region 6 (6)
82	**Region 7** Region 7 - Kilgore ☑ Region 7 (7)
83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8 (8)
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9 (9)
85	**Region 10** Region 10 - Richardson ☑ Region 10 (10)
86	**Region 11** Region 11 - Fort Worth ☑ Region 11 (11)
87	**Region 12** Region 12 - Waco ☑ Region 12 (12)
88	**Region 13** Region 13 - Austin ☑ Region 13 (13)
89	**Region 14** Region 14 - Abilene ☑ Region 14 (14)
90	**Region 15** Region 15 - San Angelo ☑ Region 15 (15)
91	**Region 16** Region 16 - Amarillo ☑ Region 16 (16)
92	**Region 17** Region 17 - Lubbock ☑ Region 17 (17)

93	**Region 18** Region 18 - Midland ☑ Region 18 (18)
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
95	**Region 20** Region 20 - San Antonio ☑ Region 20 (20)
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name BWI Companies, Inc
98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will not serve all states in the United States
99	**Alabama** Alabama ☐ *Alabama (AL)*
100	**Alaska** Alaska ☐ *Alaska (AK)*
101	**Arizona** Arizona ☐ *Arizona (AZ)*

102	**Arkansas** Arkansas ☑ Arkansas (AR)
103	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☑ Florida (FL)
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*

114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☑ Kansas (KS)
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☑ Louisiana (LA)
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☑ Mississippi (MS)
124	**Missouri** Missouri ☑ Missouri (MO)
125	**Montana** Montana ☐ *Montana (MT)*

126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☑ Oklahoma (OK)
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*

138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*
140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☑ Texas (TX)
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1	**Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds** Discount (%) off catalog/pricelist for **Field and Turf Fertilizer, Conditioners, Dressings and Chemicals.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 2% Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". 2% discount off price list

2 **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**

Discount (%) off catalog/pricelist for **Nursery Products** (all types of trees, shrubs, and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

3	**Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds** Discount (%) off catalog/pricelist for **Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 2% Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". 2% discount off price list

4 **Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds**

Discount (%) off catalog/pricelist for **All Types of Landscape Accent Products** (metal, plastic, steel, wood, and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

5	**Section I: Fertilizers, Nursery Products and Soils for Field/Turf Grounds** Discount (%) off catalog/pricelist for **All Other Types of Fertilizer, Grounds, and Nursery Products and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 2% Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". 2% discount off price list

6 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Controllers** (solid state, light commercial application, 12 to 60 station capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

7	**Section II: Irrigation Supplies, Parts, and Accessories** Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Control Valves** (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (PVC) and/or brass construction; electrically controlled; flow control capability, and related items). Catalog/Pricelist MUST be included or proposal will not be considered. Total: 2% Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** **PROPOSAL NOTE 2:** Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". 2% discount off price list

8 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Sprinkler Heads** (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

9	**Section II: Irrigation Supplies, Parts, and Accessories** Discount (%) off catalog/pricelist for **Large Commercial/Central Controllers** (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired, or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered. Total: 2% Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** **PROPOSAL NOTE 2:** Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". 2% discount off price list

10

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Large Commercial Field Satellites** (controls water distribution (sprinkler heads); stand alone and/or controlled by a central computer/controller; solid state; receives command signals either hard wire and/or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

11	**Section II: Irrigation Supplies, Parts, and Accessories** Discount (%) off catalog/pricelist for **Large Commercial Turf Sprinkler Heads** (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items). Catalog/Pricelist MUST be included or proposal will not be considered. Total: 2% Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** **PROPOSAL NOTE 2:** Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". 2% discount off price list

12

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **All Types of Drip Irrigation Products** (residential, commercial, and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

13

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **All Types of Aerating Fountain Products, Equipment and Lighting** (residential, commercial, and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

14

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **All Types of Irrigation Bunker Pumps, Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

15

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Water Chemicals and Dyes, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

16

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Irrigation Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

17

Section II: Irrigation Supplies, Parts, and Accessories

Discount (%) off catalog/pricelist for **Irrigation Equipment Maintenance Service Agreements** (monthly, quarterly,

and yearly). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

18 **Section II: Irrigation Supplies, Parts, and Accessories**

Discount (%) off catalog/pricelist for **Residential/Commercial Irrigation Equipment and Central Controllers Service Agreements** (automatic software updates and technical support). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing on **Section II: Irrigation Supplies, Parts, and Accessories** must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2% discount off price list

19 **Section III: Installation and Repair Service**

Hourly Labor Rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items - **Not to Exceed** hourly labor rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items.

Quantity: 1 UOM: Hourly Labor Rate ***No Bid***

20 **Section III: Installation and Repair Service**

Hourly Labor Rate for Field and Turf Preparation Work - Not to Exceed hourly labor rate for Field and Turf Preparation Work.

Quantity: 1 UOM: Hourly Labor Rate ***No Bid***

21	**Section III: Installation and Repair Service** **Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services - Not to Exceed** hourly labor rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
22	**Section III: Installation and Repair Service** **Hourly Labor Rate for Tree and Shrub Service and Stump Grinding - Not to Exceed** hourly labor rate for Tree and Shrub Service and Stump Grinding. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***
23	**Section III: Installation and Repair Service** **Hourly Labor Rate for Installation/Repair Service of Irrigation Equipment and Related Products - Not to Exceed** hourly labor rate for Installation/Repair Service of Irrigation Equipment and Related Products. Quantity: 1 UOM: Hourly Labor Rate ***No Bid***

Response Total: $0.00

RESOLUTION NO. 2023-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE EXPENDITURE FOR FIELD AND TURF IRRIGATION PRODUCTS, LANDSCAPING PRODUCTS, AND SPECIALTY CONDITIONERS/SOILS WITH BWI COMPANIES, INC. THROUGH BUYBOARD CONTRACT #705-23 IN THE AMOUNT OF NOT TO EXCEED $61,900.00 THROUGH MAY 31, 2024; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to provide and maintain healthy and vibrant turf, green spaces, and landscapes throughout the city; and

WHEREAS, the maintenance requires a range of chemical solutions designed to effectively combat diseases and pests that can threaten the well-being of turf and green spaces, and to manage the growth rate of green areas adjacent to medians and roadways for safety and aesthetics; and

WHEREAS, the City of Duncanville has entered into an interlocal cooperative purchasing agreement with BuyBoard; and

WHEREAS, BuyBoard has taken competitive sealed proposals and awarded contract #705-23 for Field and Turf Irrigation Products, Landscaping products, and Specialty Conditioners/Soils to BWI Companies, Inc. through May 31, 2024. Staff will bring the item back to City Council to approve the new BuyBoard contract period that will begin June 1, 2024 through May 31, 2025.

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

SECTION 1. The City Council of the City of Duncanville hereby authorizes the expenditure of grounds maintenance equipment, parts, and supplies with BWI Companies, Inc. through BuyBoard contract #705-23 in the amount of not to exceed $61,900.00 through May 31, 2024, and authorizes the City Manager to execute the necessary documents related to said expenditure.

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 5th day of December, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Consider a Resolution authorizing the annual procurement of senior meal program services with Visiting Nurse Association of Texas, in the unit amount bid through the City of Grand Prairie cooperative purchasing agreement #22140 with an annual estimated expenditure amount of $75,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation
Noel Garcia, Recreation and Senior Center Superintendent

BACKGROUND/HISTORY:
For over 35 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 25-60 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 and again at its November 20, 2018 meeting. It has since been renewed yearly by both Grand Prairie and Duncanville. Grand Prairie last competitively bid the meal services on October 27, 2022 with the Visiting Nurse Association of Texas again being selected as the 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 by 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 City of Grand Prairie annual contract include:

Terms - October 1, 2023 - September 30, 2024
Contract and Renewals - One (1) of four (4) additional one (1) year renewals to the 2023 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 $75,000.00 for the projected 19,000 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 2024. 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
13014000-700450-DAAA

Available Budget	**Purchase Amount**	**After Encumber**
$200,000.00	$75,000.00	$125,000.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $75,000.00 for the annual procurement of senior meal program services with Visiting Nurse Association of Texas.
2. Do not provide funding for for the annual procurement of senior meal program services with Visiting Nurse Association of Texas.
3. Other actions as directed by Council.

ATTACHMENTS:
FY24 DAAA Contract
Resolution No. - 2023-019R - VNA Contract for Senior Meals - Pdf

Community Council
Moving families forward, leaving poverty behind.

Area Agency on Aging
OF DALLAS COUNTY

OFFICERS

CHAIR
Anga L. Sanders
FEED Oak Cliff

VICE CHAIR
John A. Cuellar
La Estrella De Cuellar, Inc.

TREASURER
La Shonda Dennis
Pegue-Dennis, CPA PC

SECRETARY
Sylvia Garza Mancha
Cristo Rey Dallas College Prep

BOARD OF DIRECTORS

Denise M. Gomez
Children's Health

Rick Illes
Illes Foods

Gabriela Rawlings
Jackson Walker LLP

Raul Reyes, Jr.
Civic Volunteer

Veronica Shanklin
Dementia Care Warriors

Candace Thompson
Compudopt

Justina Walford
Films Gone Wild

Myron H. Watkins, Jr.
MV Transportation

CHIEF EXECUTIVE OFFICER
Sharla Myers

September 27,, 2023

Jeanette Rodriguez
Senior Center Program Coordinator
City of Duncanville
203 E. Wheatland Rd.
Duncanville, Texas 75116

Dear Ms. Rodriguez,

Attached please find the FY2024 contract with Community Council of Greater Dallas/Dallas Area Agency on Aging, containing the signature of Ms. Sharla Myers, Chief Executive Officer. Once signed by the proper authority, keep one for your files and return one to me, including our cover letter.

Should you have any questions, please feel free to contact Sandra Luz, Manager, Contract Services, on 469 233 2633.

Cordially,

Director, Dallas Area Agency on Aging
Attachments: FY2024 Contract and Legal Documents

DALLAS AREA AGENCY ON AGING

CONTRACT FOR

OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS

COUNTY OF DALLAS

CONTRACT NO.: FY2024 Duncanville 0003

TIN: 30117786019

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) Chapter 213; 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**, a program of the **Community Council of Greater Dallas**, 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, 2023, and end on September 30, 2024.

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.

VI. SCOPE AND PROVISION OF SERVICES

SUBRECIPIENT agrees to provide the services and activities necessary to comply with their approved FY2024 Proposal for Services. SUBRECIPIENT'S approved FY2024 Proposal for Services is incorporated by reference into this Agreement as 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 FY2024 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 for Congregate Meals is defined as **one meal.** The number of units of service under this project for the contract period shall be approximately **19,175 meals.** The number of unduplicated persons receiving services shall be approximately **180** eligible participants.

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, the 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, 2024, and at the monthly incremental equivalent percentages thereafter, through 100% by September 30, 2024. 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.
Reimbursement payments shall be made within 90 working days of receipt of complete and correct reports.

Congregate Meals - DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **$7.45** for Title III units. Title III compensation for the provision of services shall not exceed **$141,453.15**. The SUBRECIPIENT will provide a match of at least **$0**. The unit rate for meals purchased with match funds shall be **$8.20**.
The SUBRECIPIENT will provide a mandatory match of at least **$14,240.25**.

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 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 working 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 §213.153. All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved FY 2024 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 §213.153, UGMS Subpart C ___. 25 and all applicable HHS rules. SUBRECIPIENT shall use all program income and participant contributions collected under the approved FY2024 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 $8.20 per unit. The goal for the program income shall be $1,541.60.

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 the 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 §213.153, 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 §213.5.

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 for 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, the 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 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, PARKS AND RECREATION DIRECTOR
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 §213.203 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 §213.7 will be used as the appeals process.

XXXIV. INDEPENDENT CONTRACTOR

In the 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 the 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 the SUBRECIPIENT agency.

FOR SUBRECIPIENT:

CITY OF DUNCANVILLE

BART STEVENSON
Typed Name of Authorized Official

PARKS AND RECREATION DIRECTOR
Title of Authorized Official

Signature of Official

10.16.23
Date

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

Sharla Myers
Chief Executive Officer

Signature

9/27/2023
Date

HHS Contract No. 539-11-0013-00001

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER
539-11-0013-00001

The DUA between HHS and Community Council of Greater Dallas 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:	Sharla Myers	SIGNATURE:	Bart S
NAME:	Sharla Myers	NAME:	Bart Stevenson
TITLE:	Chief Executive Officer	TITLE:	Director of Parks and Recreation
DATE	September 1, 2023	DATE:	09.15.23, 2023

9/27/23 3:34 PM
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. $ 157,155.75

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

HHS OAAA	18,987	Other Funds Eligible Meals	0	Other Sources 5	0	
Program Income	188	Other Funds - Non-Eligible Meals	0	Other Sources 6	0	2. 19,175

3. Whole Unit Rate (Line 1 divided by Line 2) — 3. $ 8.20

Reimbursement Calculation

		HHS OAAA
4. Projected NSIP per Meal Value		0.73
5. Rate Less NSIP per Meal Value		$ 7.47
6. Mandatory Local Match of 10%	$ 0.75	
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -	
Required Cash Match		$ 0.75
7. Proposed Meal Rate (Line 3 minus Line 6)		$ 7.45

** 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

Signature

BART STEVENSON
Printed/Typed Name of Signer

10.16.23
Date

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

Sharla Myers
Printed/Typed Name of Signer

Signature

September 27, 2023
Date

9/27/23 3:34 PM
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
Name of Contracted Provider

BART STEVENSON
Printed/Typed Name of Signer

10.16.23
Date

Signature

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

TML INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

Member ID:4610

Member:
Todd Siegel
HR DIrector
Duncanville
PO Box 380280
Duncanville, Texas 75138-0280

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194 Austin, Texas 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
Community Council of Greater Dallas/Dallas Area Agency on Aging
1341 W Mockingbird Ln, Ste 1000W
Dallas, Texas 75247

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability
Effective Date: 10/01/2023
Anniversary Date: 10/01/2024
Limits of Liability(Each Occurrence): $1,000,000
Sudden Events involving Pollution(Each Occurrence): $1,000,000
Annual Aggregate: $2,000,000
Deductible per Occurrence: $25,000

Law Enforcement Liability
Effective Date:
Anniversary Date:
Limits of Liability(Each Occurrence):
Annual Aggregate:
Deductible per Occurrence:

Errors and Omissions Liability
Effective Date:
Anniversary Date:
Limits of Liability(Wrongful Act):
Annual Aggregate:
Deductible per Occurrence:

Auto Liability
Effective Date:
Anniversary Date:
Limits of Liability(Each Occurrence):
Deductible per Occurrence:

Auto Physical Damage
Effective Date:
Anniversary Date:
Limits of Liability:
Collision Deductible:
Comprehensive Deductible:

DESCRIPTION:
Evidence of coverage pertaining to "Contract for Older Americans Act Program"

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Sheila Bauer

Sheila Bauer

Date Issued:
08/14/2023

7551 Metro Center Drive, Suite 100
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK ☐ BOX OF STATEMENT THAT APPLIES

☑ JOINT AGREEMENT TO AFFIRM INDEPENDENT RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

(A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and

(B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

☐ AGREEMENT TO ESTABLISH EMPLOYER-EMPLOYEE RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor ☐ will withhold ☐ will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: _____

TO: _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

_____

_____

_____

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

Federal Tax I.D. Number

Signature of Hiring Contractor | Date | Address (Street)

Printed Name of the Hiring Contractor | Address (City, State, Zip)

Independent Contractor's Affirmation

Federal Tax I.D. Number

Signature of Independent Contractor: [signature] | Date: 09.15.23 | Address (Street): 203 E. WHEATLAND RD (CITY HALL)

Printed Name of the Independent Contractor: BART STEVENSON | Address (City, State, Zip): DUNCANVILLE, TX 75116

The Hiring Contractor should retain the original. Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

Division Date Stamp Here

DWC FORM-83 (Rev. 10/05) DIVISION OF WORKERS' COMPENSATION

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Duncanville, Texas

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any) C

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
203 E. Wheatland Road

Requester's name and address (optional)

6 City, state, and ZIP code
Duncanville, TX 75116

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
7 5 – 6 0 0 4 5 9 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Denise L. Hickman Date ▶ 9/1/23

General Instructions

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

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

Purpose of Form

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

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

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

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

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. 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

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 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

09.15.23
Date

Director of Parks and Recreation
Title of Authorized Representative

STANDARD ASSURANCES

The City of Duncanville (Applicant) submits this application as required under Title III of the Older Americans Act of 1965, as amended, and hereby agrees to administer the program in accordance with the regulation, policies and procedures prescribed by the Dallas Area Agency on Aging, the Commissioner on Aging, and Secretary of Health and Human Services.

1. The Applicant understands that the purpose of the Title III program is to foster the development of comprehensive and coordinated service system for older persons within the Planning and Service Area.

   The primary objectives of this system are to secure and maintain independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and to remove individual barriers to economic and personal independence for older persons, including the provision of opportunities for employment and volunteer activities in the communities where older persons live.

2. The Applicant further understands that in order to achieve the purpose of the Title III program, the resources made available to the Applicant by the Area Agency on Aging are designed to:

   (a) Draw in commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements directed toward maximum utilization of existing resources on behalf of older persons;

   (b) Make existing supportive services more accessible to older persons in need through the development and support of services which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other supportive services; and

   (c) Promote comprehensive services for the elderly through the development and support of supportive services which are needed by older persons, but which are not otherwise available.

3. The Applicant understands and agrees to follow priorities set by the Area Agency on Aging for serving older persons with greatest economic or social need with priority going to the frail elderly minority.

4. The applicant must specify how he intends to satisfy the needs of low-income minority individuals in the area served at least in the proportion that they represent the total population in the area served.

5. Authority and Capacity of Applicant

   The Applicant assures that it has the authority to develop the application and the capacity to carry out a program pursuant to the application.

6. Standards of Personnel Administration

   In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the US Civil Service Commission pursuant to Section 208 of the Inter-governmental Personnel Act of 1970 modifying or superseding such standards. Such methods will be maintained in the files of the Applicant and will be made available to the Area/State Agency upon request.

7. Coordination with Social Security Act Programs

The Applicant will provide for maximum coordination between its programs and activities under the application and the resources available under Title VI, XIX and XX of the Social Security Act.

8. Contributions for Supportive Services and Nutrition Services

The applicant will afford participants the opportunity to contribute all or part of the costs of the services provided. Each participant will be permitted to determine for himself what he is able to contribute toward the cost of the service. No older person shall be denied a service because of his failure to contribute all or part of the cost of such service. The Applicant will provide that the methods of receiving contributions from individuals will be handled in such a manner as not to publicly differentiate among individual's contributions.

9. Prohibition of Means Test for Services

The Applicant will provide all services funded by the Older Americans Act, as amended, without the use of any means test and will establish procedures and monitor all subcontractors to ensure that a means test is not used to determine eligibility for services.

10. Licensure Requirements

The Applicant will operate fully in conformance with all applicable Federal, State and local fire, health, safety and sanitation and other standards prescribed in law or regulations. The Applicant provides that where the State or local public jurisdictions require licensure for the provision of services, the applicant providing such services shall be licensed.

11. Evaluation

The Applicant will cooperate and assist in any efforts undertaken by the Area Agency on Aging, the Texas Department on Aging or the Administration on Aging to evaluate the effectiveness, feasibility and cost of activities under the application.

12. Confidentiality

The Applicant will ensure that no information about, or obtained from, an individual in its possession will be disclosed in a form identifiable with the individual without the informed consent of such individual. Lists of older persons compiled pursuant to the provision of (insert Applicant name) City of Duncanville will be used solely for the purpose of providing services, and only with the informed consent of each individual on the list.

13. Records and Reports

The Applicant will keep such records and make such reports in such form and containing such information as may be required by administrative rule or executive policy or as necessary to meet reporting requirements established by the Area Agency on Aging, State Agency, Administration on Aging, the Legislative Budget Board or any other funding authority.

The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of fund within the award, including the disposition of all monies received from the Area Agency on Aging, and the nature and amount of all charges claimed to be against such funds.

14. Equal Opportunity and Non-Discrimination

(a) The Applicant Agency has an equal employment opportunity policy implemented through an affirmative action plan for all aspects of personnel administration as specified by 5 CFR 900 607 (EEO regulation) and 5 CFR Part 900F (merit system regulation).

(b) All recipients of funds from the Area Agency are required to operate each program activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by handicapped persons. When structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.11 et.seq.

(c) The Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulations is attached. Also, the Applicant further certifies that it has no commitments or obligations which are inconsistent with compliance with these or any other pertinent Federal Regulations and policies and that any other agency, organization, or party which participates in the implementation of the application will have no such commitments or obligations.

(d) In compliance with requirements of 45 CFR 80 and 45 CFR 84, all recipients of federal funds shall maintain a procedure to receive and resolve discrimination complaints. Notice of procedure will be made on a continuing basis.

All complaints will be informed in writing that subcontractor decisions may be appealed to the Area Agency on Aging.

(e) The Applicant will comply with the Age Discrimination in Employment Act of 1967. (29 USC 621 et.seq.)

15. Political Activities

The Applicant assures that it will comply with the provisions regarding political aid and legislative influence as cited in applicable sections of the State Appropriations Act, Section 5, Article 5 (SB 179; 68th Legislature).

16. Code of Conduct

Applicants shall maintain a written code or standard of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal Funds. No employee, officer or agent of the grantee shall participate in selection, or in the award of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer or agent; any member of his/her immediate family, his or her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Grantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

17. Amendments to the Application

The Applicant assures that it will submit to the Area Agency on Aging for prior approval documentation of the necessity for any substantial changes, additions, or deletions to the Grant Application.

18. The Applicant assures that it will comply with all Federal and State regulations and guidelines required by the Texas Department of Aging and Disability Services and the Area Agency on Aging.

19. Assistance for Elderly Disaster Victims

Upon declaration of a major disaster by the President, the Applicant will cooperate with the Area and State Agency to assess the extent of the disaster impact upon persons aged 60 years and over and to coordinate the public and private resources in the field of aging in order to assist older disaster victims.

20. The Applicant assures that they will comply with procedures the Area Agency has established for:

(a) Eligibility

The activities 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 or citizenship will be imposed as a condition of participation in the applicant's program for the provision of services.

(c) Coordination and Maximum Utilization of Services

The Applicant, to the maximum extent, coordinates and utilizes the services and resources of other appropriate public and private agencies and organizations.

(d) Legal Assistance Services

The Applicant assures that no provider of legal assistance under Title III of the Older Americans Act, as amended, will be required to reveal any information that is protected by the attorney-client privilege.

(e) In Home Services

The in-home services provided by the Applicant under the provisions of Section 341 or the Older Americans Act, as amended, will be coordinated with State and local agencies and private nonprofit organizations which administer and provide services relating to health, social services, rehabilitation and mental health services.

(f) Outreach

The applicant will provide outreach efforts that will identify individuals eligible for assistance under the Older Americans Act and inform these individuals of the availability of such assistance. The outreach efforts will target older individuals with greatest economic or social need with particular attention to the low-income minority individuals, rural elderly and other individuals with severe disabilities.

21. The applicant will have procedures for obtaining the view of participants about the services they receive.

By _____
(President, Chairman of the Board, or comparable authorized official)

(Typed Name) Mr. Bart Stevenson Date 09.15.23

DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation [45 C.F.R. 84.59a)], the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments of other assistance made after such date on applications for federal financial assistance that were approved before such date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in 84.5(b) of the regulation [45 C.F.R. 84.5(b)].

The recipient: - [Check (a) or (b)]

a. ( ) A73 employs fewer than fifteen persons;

b. (X) A74 employs fifteen or more persons and, pursuant to 84.7(a) of the regulation [45 CF.>R> 84.7(a)],

has designated the following person(s) to coordinate its efforts to comply with the HHS regulation:

Name of Designee(s) - Type or Print
C12 C42

City of Duncanville — Name of Recipient - Type or Print

203 E. Wheatland Rd. — Street Address or PO Box

75-6004591 — (IRS) Employer Identification Number

Duncanville — City

TX. — State

75116 — Zip

I certify that the above information is complete and correct to the best of my knowledge.

09.15.23
Date

Signature and Title of Authorized Official

If there has been a change in name or ownership within the last year, please PRINT the former name below:

CCGD – Dallas Area Agency on Aging
FY2024

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

City of Duncanville (hereinafter called the "Applicant")
Name of Applicant (type or print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issues pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal Financial Assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Date 09.15.23

Mr. Bart Stevenson
Applicant (type or print)

203 E. Wheatland Rd.
Applicant's mailing address

By
Signature and Title of Authorized Official

AFFIRMATIVE ACTION PLAN

City of Duncanville
ENACT HEREBY AGREES THAT IT WILL
(Authorized official for the applicant agency)

THIS AFFIRMATIVE ACTION PLAN. Affirmative action is a management responsibility to take the necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of the agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following:

Title VI of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or national origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment.

The Equal Pay Act of 1963 which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act which prohibits discrimination because of age against anyone between the ages of 40 and 70.

Federal Executive Order 11246 which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA-PI-75-11 which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency", shall develop and implement an affirmative action plan for a single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973 which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

The Americans with Disability Act which guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

The Drug-Free Workplace Act of 1988 which directs the creation and maintenance of a workforce environment that is free of alcohol and drugs.

Mr. Todd Siegel is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

I have read the Texas Administrative Code 26 TAC, Rule §213.151 and hereby notify the Director of the Dallas Area Agency on Aging of a conflict of interest I hold.

If there is not a conflict of interest or potential conflict of interest, please select "No" for both questions, and sign and date.

Does the Applicant have as an officer, director, employee, consultant or owner (in whole or in part) who is?

1. Related to (see relationship key below) a current employee of the Community Council of Greater Dallas (CCGD) or Dallas Area Agency on Aging (DAAA), member of the CCGD Board of Directors or DAAA Advisory Council?

   __X__ No
   _____ Yes (If yes, please explain) _____

2. A person who is currently an employee of CCGD or DAAA or a member of the CCGD Board of Directors or DAAA Advisory Council, or a volunteer working within CCGD or DAAA programs?

   __X__ No
   _____ Yes (If yes, please explain: _____

   Relationship key: Wife, Husband, Son, Daughter, Father, Mother, Brother, Sister, Stepson, Stepdaughter, Mother-in-law, Father-in-law, Spouse's sister, Spouse's brother

I certify that the information above is complete, true and correct to the best of my knowledge.
I understand that lack of full, true and complete disclosure may be grounds for withholding payment for delivery of service and may cause contract termination.

Bart S
Signature of Authorizing Individual

Mr. Bart Stevenson
Printed Name and Title

09.15.23
Date

CCGD – Dallas Area Agency on Aging
FY2024

AREA AGENCY ON AGING
CERTIFICATION REGARDING LOBBYING

The undersigned certifies that, to the best of his or her knowledge or belief, that:

1. no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

2. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

City of Duncanville- D. L. Hopkins Jr., Senior Center 09.15.23
Agency Date

Name of Authorized Representative

Director of Parks and Recreation
Title of Authorized Representative

Community Council
Advancing Solutions...Empowering Lives

Area Agency on Aging
OF DALLAS COUNTY

FY2024 CONFIRMATION OF RECEIPT AND REVIEW
REFERENCES AND LINKS

1. Texas Dept. on Aging Standards:
   - TAC.26 §213.203, Nutrition Service Standards
   - ☐ TAC.26 §213.201, Transportation Service Standards
   - ☐ TAC.26 §213.217, Senior Centers

   All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

2. P.L. 100-175, Older Americans Act of 1965, as amended.
   https://www.gpo.gov/fdsys/pkg/STATUTE-101/pdf/STATUTE-101-Pg926.pdf

3. Regulations pertaining to Grants for State and Community Programs on Aging as follows:
   - ☐ 7 CFR, Part 250
   - ☐ 45 CFR, Part 74 (applies to specific bidders)
   - ☐ 45 CFR, Part 80
   - ☐ 45 CFR, Part 84
   - ☐ 45 CFR, Part 91
   - ☐ 45 CFR, Part 92 (The Common Rule)

USDA-FNS - Food & Nutrition Service (FNS) Search Results (usa.gov)

https://www.gpo.gov/fdsys/granule/CFR-2000-title45-vol1/CFR-2000-title45-vol1-part74

https://www.gpo.gov/fdsys/search/searchresults.action?st=45+CFR+PART+80

https://www.gpo.gov/fdsys/search/search.action?na=&se=&sm=&flr=&ercode=&dateBrowse=&govAuthBrowse=&collection=&historical=false&st=45+CFR+PART+84&=45+CFR+PART+80&psh=&sbh=&tfh=&originalSearch=&fromState=&sb=re&ps=10&sb=re&ps=10

https://www.bing.com/search?q=45%20cfr%20part%2091&qs=n&form=QBRE&sp=-1&pq=45%20cfr%20part%2091&sc=8-14&sk=&cvid=076D7A407A0340BEB30839EA7F1BC945

https://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol1/CFR-2011-title45-vol1-part92

4. OMB Super Circulars 2 CFR 200
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

5. Title VI of the Civil Rights Act of 1964
https://www.justice.gov/crt/fcs/TitleVI-Overview

6. Section 504 of the Rehabilitation Act of 1973
Index | U.S. Department of Labor (dol.gov)

7. Age Discrimination Act of 1975
http://www.dol.gov/oasam/regs/statutes/age_act.htm

8. Americans with Disabilities Act of 1991, as applicable Texas Department of Aging and Disability Services Policies & Rules as published in the Texas Register under Chapter 251, et seq. (Title 40, Part IX, Texas Administrative Code.)
http://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm

9. SPURS Job Aids, Training Manuals and Forms
☐ Nutrition Programs Job Aids
https://hhs.texas.gov/doing-business-hhs/provider-portals/long-term-care-providers/area-agencies-aging/aaa-procedures

All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at

https://acl.gov/search?search_api_fulltext=AoA

DAAA:

Doris Soler
Director, Dallas Area Agency on Aging
Community Council of Greater Dallas/
Dallas Area Agency on Aging
1341 W. Mockingbird Lane, Suite 1000W
Dallas, TX 75247

SUBRECIPIENT:
City of Duncanville

Jeanette Rodriguez – Manager
Name & Title

Address

Duncanville TX 75
City, State, Zip

Your signature below acknowledges the receipt and review of the above-mentioned references and links.

Jeanette Rodriguez
Name

9/15/23
Date

Jeanette Rodriguez
Signature

FY2024 DALLAS AREA AGENCY ON AGING - FOCAL POINTS -

Alzheimer's Association Dallas & Northeast Texas Chapter Kathy Shockley, MA Associate Director, Programs & Services office: 214.540.2434 | fax: 214.540.2468 |kshockley@alz.org	**Garland-Carver Senior Center** Jelisa Baker, Recreation Service Supervisor 222 Carver, Garland, TX 75040 (972) 205-3305 / FAX: (972) 205-3327 jebaker@garland.tx.gov	**LifeRoads Inc.** Pamela Rittenberry Life Coach and Low Vision Instructor 4051 Beltway Drive #701 Addison, TX 75001 prittenlr@gmail.com	**Seagoville Senior Center** Kimberly Dykes, Center Director Seagoville Community Center 304 E. Farmers Rd., Seagoville, TX 75159 (972) 287-4113 / FAX: (972) 287-9587 seniors@seagoville.us
Willie B Johnson Senior Center Rhonda Mosley, Center Manager 12225 Willowdell Dr. Dallas, TX 75243 (214) 819-1860	**Garland Senior Activity Center** D'Aun Muhlinghaus, Senior Center Supervisor/Recreation Service Supervisor 600 W. Ave. A; Garland, TX 75040 Temporary Location: 1701 Dairy Road Garland, Tx75041 (972) 205-2769 / FAX: (972) 487-2417 DMuhling@garlandtx.gov	**Marcus Annex Senior Center** Neal Johnson, Center Manager 2910 Modella, Dallas, TX 75229 (214) 670-6597	**The Summit** Daniel Cauthen, General Manager Edwina Cruz, Senior Center Manager 2975 Esplanade; Grand Prairie, TX 75052 (972) 237-4141 / FAX: (972) 237-4122 Ecruz@GPTX.org dcauthen@gptx.org
Carver Heights Senior Center Duffie Taylor, Center Manager 2510 E Ledbetter Dr. Dallas, TX 75216 (214) 371-2024		**Marillac Community Ctr./Brady Senior Services** Ana Maria Schaller, Director 2843 Lapsley St., Dallas, TX 75212 (214) 826-8335 / FAX: (214) 826-8579 Ana Schaller aschaller@ccdallas.org	**Wellmed Senior Center-Redbird** Lilean Harris, Center Manager 3107 W. Camp Wisdom Road, Dallas, TX 75237 (972) 942-7720
Concord Senior Center Princess Lacy, Center Manager 6808 Pastor Bailey Dr., Dallas, TX 75237 (214) 331-8522 ext. 6760	**Good Street Activity Senior Center** Kathleen Kirby, Center Manager 3110 Bonnie View, Dallas, TX 75216 (214) 819-1860	**Mesquite-Evans Senior Center** Pam Folsom, Center Supervisor (Mail PO Box 850137, Mesquite, TX 75185) 1116 Hillcrest, Mesquite, TX 75149 (972) 285-6761 / FAX: (972) 216-6397 hlyon@cityofmesquite.com	**West Dallas Senior Center** Trepasco Cox, Center Manager 2828 Fish Trap Road, Dallas, TX 75212 (214) 670-6350
Deaf Action Center Kim Bonds, outreach Program Coordinator 3110 Cedarplaza Ln., Dallas, TX 75235 (214) 521-0407 \ FAX: (214) 521-3658	**Hutchins Senior Center** Wanda Randle, Director-Community Service 500 W. Hickman, Hutchins, TX 75141 (Mail P.O. Box 754) (972) 225-0439 / FAX: (972) 225-5559 wrandle@cityofhutchins.org	**Mesquite-Goodbar Senior Center** Kristen Herndon, Center Manager Pam Folsom, Center Supervisor 3000 Concord, Mesquite, TX 75150 (972) 279-6881 / FAX: (972) 216-6397 kherndon@cityofmesquite.com	**Envision Dallas** Jennifer Svelan Manager, Rehab & SPT Programs 4306 Capitol Ave Dallas , Texas 75204 214-420-6542 Jennifer.Svelan@envisionus.com

Z

DeSoto Senior Activity Center Dianca McGhee, Center Manager 204 Lion St., DeSoto, TX 75115 (972) 230-5825 / FAX: (972) 230-5827	**Irving-Heritage Senior Activity Center** Jamie Draper, Senior Center Supervisor 200 S. Jefferson, Irving, TX 75060 (972) 721-2496 / FAX: (972) 721-3744 agillespie@cityofirving.org	**M.L.K. Senior Center** Aneita Busby, Center Manager 2901 Pennsylvania Ave., Dallas, TX 75215 (214) 670-8169	**Z-Quest CIS** Zanda Seaberg Telephone number 817-929-3535 familycaregivers@online.net zandahs@gmail.com
Duncanville Hopkins Senior Center Jeanette Rodriguez, Manager 206 James Collins Blvd., Duncanville, TX 75116 (972) 780-5073 jrodriguez@duncanville.com	**Jefferson Senior Center** Perla Perez, Center Manager 1617 W. Jefferson Blvd., Dallas, TX 75208 (214) 943-3304	**Mental Health America of Greater Dallas** Bonnie L. Cook, MAS- President/CEO 624 North Good-Latimer Expressway Dallas, Texas 75204 214-871-2420 x 109 www.mhadallas.org	**Metrocrest Services** Tracy Eubanks, Chief Executive Officer 13801 Hutton Dr., Suite 150 Farmers Branch, TX 75234 (972) 446-2100
Emeritus Center at Mountain View College Teresa Beard, Center Manager Room B-137 4849 W. Illinois Ave., Dallas, TX 75211 (214) 860-3666	**Jewish Community Center** Anna Angorina, Manager Sharon Cane, Center Administrator 7900 Northaven Rd., Dallas, TX 75230 (214) 239-7119 / FAX: (214) 368-4709 aangorina@jccdallas.org scane@jccdallas.org	**North Dallas Senior Center** Tatia Green, Center Manager 2255 N. Washington Ave., Dallas, TX 75204 (214) 819-1860	**Resource Center – Gray Pride** LGBT Seniors 50+ 5750 Cedar Springs Rd., Dallas, TX 75235 (214) 540-4418 graypride@myresourcecenter.org
Cedar Hill Senior Center Valerie Rolark, CPP- Senior Center Supervisor O: (972) 291.5353 FAX: (972) 291-.5180 1740 Mansfield Rd. Cedar Hill, TX 75104 valerie.rolark@cedarhilltx.com	**Lancaster Senior Life Center** Lisa Wube, Recreation Director 240 Veterans Memorial Parkway, Lancaster, TX 75134 (972) 218-3780 / FAX: (972) 218-3694 lwube@lancaster-tx.com Wortham, Diana, *Senior Recreation Leader* dwortham@lancaster-tx.com	**Pleasant Sunshine Senior Center** Silvia Gonzalez, Center Manager Larry Johnson Recreation Center 3700 Dixon Ave., Dallas, TX 75210 (214) 398-5215	**The Senior Source** Renae Perry, Operations Officer Kimberly Knight, Director 3910 Harry Hines Blvd., Dallas, TX 75219 (214) 823-5700 ext. 6159 rperry@theseniorsource.org kknight@theseniorsource.org
Singing Hills Senior Recreation Center Joyce Edwards, Center Manager 6805 Patrol Way, Dallas, TX 75241 (214) 819-1860	**Wilmer Senior Center** Mayra A. Ortiz, City Secretary 128 N. Dallas Avenue Wilmer, TX 75172 O: (972) 441-6373 / Fax: (972) 441-3061 mortiz@cityofwilmer.net	**Jewish Family Services – Kosher Meals** *Home Delivered Meals* Lyz Latson, Program Supervisor 5402 Arapaho Rd. Dallas, TX 75248 O: (972) 663-5522 / FAX: (972) 437-1988 llatson@jfsdallas.org	**Visiting Nurse Association of Texas** *Home Delivered Meals* Joyce Gauze, Director MOW Operations 1440 W. Mockingbird Lane Dallas, Texas 75247 O: (214) 689-2674 / FAX: (214) 631-7554 GauseJ@vnatexas.org

RESOLUTION NO. 2023-019R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ANNUAL PROCUREMENT OF SENIOR MEAL PROGRAM SERVICES WITH VISITING NURSE ASSOCIATION OF TEXAS, IN THE UNIT AMOUNT BID THROUGH THE CITY OF GRAND PRAIRIE COOPERATIVE PURCHASING AGREEMENT #22140 WITH AN ANNUAL ESTIMATED EXPENDITURE AMOUNT OF $75,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE 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 35 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 25-60 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.

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

SECTION 1. The City of Duncanville, Texas, does hereby approve the annual procurement of senior meal program services with Visiting Nurse Association of Texas, in the unit amount bid through a City of Grand Prairie Cooperative with an annual estimated annual expenditure of $75,000.00

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager 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 5th day of December, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

Contract Coversheet

Dept:* Purchasing

Contract ID: 22325

For: Parks, Arts & Recreation

Bid Number: 22140

Contact Name: Chantel L Winfield

Contact Phone:* 8045

Contact Email:* cwinfield@gptx.org

Vendor Name: The Visiting Nurse Association of Texas

Vendor Email: cpatrick@gptx.org

Project Name: The Congregate Meal Program

Summary: Initial Contract

Permanent Retention*

○ Yes ◉ No

Contract Amount
$ 196,500.00

Total Contract Amount over all terms
$ 982,500.00

Account #

Work Order #

Dates

Implementation Date
1/1/2023

Termination Date
12/31/2023

Council Approval Date
2/7/2023

Contract Approvals

Department Manager:

Cathy Patrick

Date 2/27/2023

City Attorney Signature

Akeem Ayinde

Date 3/2/2023

EXHIBIT "A"

City Manager Signature

Cheryl Y. De Leon

Date 3/2/2023

City Secretary Signature

Gloria Colvin

Date 2/24/2023

Email

EXHIBIT "A"

CITY OF GRAND PRAIRIE
SERVICES ANNUAL CONTRACT

THIS CONTRACT 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") and evidences the following:

I. PURPOSE

VENDOR shall provide **Congregate Meal Program** per bid award resulting from VENDOR's response to RFB #22140, submitted by Megan Vick, on November 15, 2022.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Daniel Cauthen or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.

B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDORS bid to CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more, less, or none of the services depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.

C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be competent and fully qualified to do the work described in this Contract, the services performed shall be performed in a good and workmanlike manner, and the finished product shall be fit for the particular use(s) contemplated by this agreement.

EXHIBIT "A"

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed one hundred ninety-six thousand five hundred dollars ($196,500.00) without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of January 1, 2023. No new orders shall be accepted, against this Contract term, after midnight on December 31, 2023. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

EXHIBIT "A"

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes, and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to ensure, in connection with any work under this Contract, VENDOR, VENDOR'S associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain, and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

EXHIBIT "A"

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be performed in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, 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.

EXHIBIT "A"

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. ADDITIONAL VERIFICATIONS

VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

XX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas, without regard to any conflict of law rules.

EXHIBIT "A"

XXI. 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: Chantel L. Winfield, Sr. Buyer| Purchasing Division
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8045 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Daniel Cauthen, General Manager, The Summit
2975 Esplanade, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8243| Email dcauthen@gptx.org

VENDOR:
The Visiting Nurse Association of Texas
ATTN: Katherine Krause, President and Chief Executive Officer
1420 W. Mockingbird Lane, 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 actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

XXII. SEVERABILITY

In the event that any provision contained in this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

EXHIBIT "A"

XXIII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIV. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

XXV. NON-COLLUSION

VENDOR represents and warrants that VENDOR has not given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Contract. VENDOR further agrees that VENDOR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY under this Contract) for any of the services performed by VENDOR under or related to this Contract. If any such gift, bonus, commission, money, or other consideration is received by or offered to VENDOR, VENDOR shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to VENDOR under this Contract.

EXECUTED this the 24th day of February, 2023.

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Deputy City Manager

ATTEST:

_____
for Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

_____
[redacted]
By Akeem Ayinde, Assistant City Attorney

THE VISITING NURSE ASSOCIATION OF TEXAS

By: Katherine Krause
Printed

Name: Katherine Krause

Title: President and CEO

Bid Results

Bidder Details

Vendor Name	The Visiting Nurse Association of Texas
Address	1420 West Mockingbird Lane Suite 700 Dallas, Texas 75247 United States
Respondee	Megan Vick
Respondee Title	Director, Production/Distribution/Facilities Mgmt
Phone	214-689-2437
Email	vickm@vnatexas.org
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	11/15/2022 11:25 AM (CST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	309666

Respondee Comment

Buyer Comment

Attachments

File Title	File Name
City of Grand Prairie RFB 22140 - Congregate Meal Program	City of Grand Prairie RFB 22140 - Congregate I

City of Grand Prairie

Congregrate Meal Program (22140), bidding on 11/17/2022 2:00 PM (CS EXHIBIT "A"

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total
Section 1							$196,500.0000
1			Meals	EA	50000	$3.9300	$196,500.0000

Bid Results

Bidder Details

Vendor Name	The Visiting Nurse Association of Texas
Address	1420 West Mockingbird Lane Suite 700 Dallas, Texas 75247 United States
Respondee	Megan Vick
Respondee Title	Director, Production/Distribution/Facilities Mgmt
Phone	214-689-2437
Email	vickm@vnatexas.org
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	11/15/2022 11:25 AM (CST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	309666

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
City of Grand Prairie RFB 22140 - Congregate Meal Program FINAL.pdf	City of Grand Prairie RFB 22140 - Congregate Meal Program FINAL.pdf	Response File General Attachment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$196,500.0000		
1			Meals	EA	50000	$3.9300	$196,500.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$196,500.0000**
Grand Total	**$196,500.0000**

EXHIBIT "A"

Visiting Nurse Association
Meals on Wheels
Hospice & Palliative Care

November 15, 2022

Chantel Winfield
Sr. Buyer, Purchasing
City of Grand Prairie, 300 W. Main St.
Grand Prairie, TX 75050

Re: Bid Number 22140 – Congregate Meal Program

Dear Ms. Winfield:

Enclosed is VNA's response to your invitation to bid for the congregate meal program for the City of Grand Prairie Parks and Recreation at The Summit at Central Park utilizing www.planetbids.com. As agreed, the RFB is being submitted with electronic signatures. VNA truly appreciates and enjoys providing congregate meals for The Summit and hopes to continue our relationship as your meal service provider. Thank you for including VNA in the bid process.

Sincerely,

Megan L. Vick
Director, Production/Distribution/Facilities Mgmt.
Visiting Nurse Association

Enclosure

(800) 225-5862 | 1420 West Mockingbird Ln., Suite 700 | Dallas, Texas 75247 | vnatexas.org

EXHIBIT "A"

Visiting Nurse Association
Meals on Wheels
Hospice & Palliative Care

RFB # 22140 – Congregate Meal Program

c/o Chantel Winfield, Senior Buyer
City of Grand Prairie / Purchasing
300 W. Main Street
Grand Prairie, Texas 75050

EXHIBIT "A"

CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 22140 – Congregate Meal Program

DUE DATE: PRIOR TO 2PM ON NOVEMBER 17, 2022

DUE TO: Chantel L. Winfield, Sr. Buyer
Purchasing Division
300 W. Main Street
Grand Prairie, Texas 75050
www.planetbids.com

CLEARLY MARK BID AS "RFB # 22140"

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

EXHIBIT "A"

Table of Contents

ADVERTISEMENT FOR BIDS 3

1. PROJECT SCOPE 4

2. SERVICE 4

3. DESCRIPTION OF PRODUCTS 4

4. VENDOR QUALIFICATIONS 5

5. PAYMENT AND INVOICING 6

6. SAFETY REQUIREMENTS 6

7. PROCUREMENT SCHEDULE 6

8. CONTACT 6

9. BID EVALUATION 7

EVALUATION CRITERIA 7

11. SUBMITTAL RESPONSE GUIDELINES 7

12. AGREEMENT TERMS AND AWARD 7

DADS AAA-TA-305 8

DADS AAA-PI 314 18

SOLICITATION STANDARD TERMS AND CONDITIONS 8

SUBMITTAL FORMS 12

MENU PLANNING 19

EXHIBIT "A"

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received via www.PlanetBids.com until November 17, 2022, at 2:00 p.m. at that time publicly opened and read via teleconference for the following:

RFB # 22140 – Congregate Meal Program

Further information and specifications may be obtained at www.planetbids.com, www.gptx.org, or from the Purchasing division at (972) 237-8045.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: October 27, 2022, & November 10, 2022

EXHIBIT "A"

1. **PROJECT SCOPE**

   It is the intent of this specification to obtain annual contract for the purchase of congregate meals for the City of Grand Prairie Parks and Recreation, Epic Central. This agreement shall begin December 14, 2022.

2. **SERVICE**

   2.1 Vendor shall provide and furnish meals as requested by the City of Grand Prairie for the senior citizen meal program located at Epic Central, 2975 Esplanade, Grand Prairie, Texas, 75052. The Vendor shall maintain food preparation facilities in a sanitary condition at all times, employ and train food service employees, use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the operation at a high standard, do all buying and recordkeeping, including payrolls.

   2.2 Food preparation facilities must be properly registered and inspected. Copies of the inspection reports must be forwarded to the CITY when received.

   2.3 All statutes, guidelines, laws, standards and regulations regarding food service and senior meals must be followed. Copies of the Texas Department of Ageing and Disability Services (DADS) for AAA-TA 305 (Nutrition Program Guidelines-Compliance with the Dietary Reference Intakes (DRIs) and Dietary Guidelines for Americans (DGA) Requirements) and for AAA-TA-314 (Nutrition Standards DRIs and DGA) are attached below. This includes current and any future changes, (ex. DRA to RDI).

   2.4 All meals shall be prepared and delivered by Vendor to Epic Central, 2975 Esplanade, Grand Prairie, TX 75052.
   Vendor will provide:
   - Meals in bulk/pre-plated
   - Plates, cups, napkins/silverware, hairnets, gloves
   - One set of scoops
   - One thermometer
   - Box lunches w/at least a 2-day advance order
   - Menus

   2.5 Meal Schedule – Food must be delivered by 11:15am. Lunch is provided and served daily at 12:00 PM, Monday through Friday, with the exception of weekends and designated holidays, to include New Years, Martin Luther King, Memorial Day, Independence Day, Memorial Day, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve and Christmas Day.

   2.6 Vendor agrees to deliver ready to eat bulk foods in industry-standard, metal steam table pans or disposable aluminum pans, or other containers reasonably suitable for the food packing.

3. **DESCRIPTION OF PRODUCTS**

   3.1 Food used in the preparation of meals shall meet the following minimum standard.
   - Canned fruits and vegetables shall be USDA Grade A or Fancy.
   - Fresh fruit and vegetables shall be U.S. Fancy, U.S. No.1 or better.
   - Eggs and dairy products shall be USDA Grade A or better. Low fat (2%) milk shall be used.
   - Pork shall be No 1 and tender with minimum fat content
   - Poultry shall be USDA Grade A. Serving portion shall include a breast and a wing, leg or thigh. Chicken quarters shall come from a 2 lb. or larger chicken to provide 2.5 oz. cooked meat. If chicken quarters are served, the pan must contain 50% white meat and 50% dark meat.

- Ground beef shall be USDA Grade Utility or better with a maximum fat content of 20% and a maximum textured vegetable protein content of 7%.
- Roast beef shall have no more than 7% filler.
- No salt or pepper shall be added to the food following its preparation. Iodized salt shall be available and black pepper for seasoning during food consumption.
- All foods shall be prepared from standardized recipes to ensure consistent quality.
- Vendor shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.
- Vendor shall ensure that meals are delivered to the meal sites at proper temperature: hot food shall be 140 degrees Fahrenheit or higher; cold food at 40 degrees or colder; and frozen food at 32 degrees Fahrenheit or colder. Vendor shall use proper transport equipment to maintain safe holding temperatures.
- Meals shall consist of the following: 2.5 oz. cooked serving of protein obtained from the entree, 2-1/2 cup serving of vegetables and or fruits, 1 serving of bread, 1 serving of margarine, and 1-1/2 pint serving of 2% milk.
- Vendor shall provide condiments suitable for people age sixty (60) years or older.
- Vendor shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor, and taste.

3.2 All meals should meet or exceed the one-third daily recommended allowance for people sixty (60) years old or older. Each menu cycle, with complete analysis, shall be submitted to the CITY not less than 24 hours prior to implementation for the CITY's review.

3.3 All meals shall be served as planned. When substitutions are unavoidable, a written request shall be emailed to the CITY for approval prior to implementation. Contact shall be designated at time of award.

3.4 Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

4. VENDOR QUALIFICATIONS

4.1. Vendor must be engaged in the business of providing congregate meal services for a minimum of five years within the last seven years.

4.2. Vendor must have a current Licensed Dietitian on staff; the license shall be issued by the Texas Department of License and Regulation and be maintained throughout the term of the contract.

4.3. Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.

4.4. Vendor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Vendor shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.

4.5. Vendor's facility that will be used as the primary point for providing service to the City must be located within 40 miles of the City's City Hall.

EXHIBIT "A"

5. PAYMENT AND INVOICING

5.1. **Payment** - The supplies furnished in accordance with this specification will be paid for at the unit price or percentage discount bid within 30 days of receipt of good or invoice, whichever is later unless the on-line ordering option and/or procurement card payment option is utilized.

5.2. **Invoicing** - The following requirement applies to all invoices. Invoices must reference a purchase order number. Separate invoices are required for each order and shall be sent to the ordering department. The invoice should include the following: As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request. Invoices shall include but not limited to:

- **5.2.1.** Purchase Order number
- **5.2.2.** Invoice number
- **5.2.3.** Contract rates
- **5.2.4.** Quantity ordered
- **5.2.5.** Total amount due

6. SAFETY REQUIREMENTS

6.1 The Vendor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Vendor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.

6.2 All employees shall follow all applicable safety procedures, have appropriate safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.

7. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	October 27, 2022
Deadline for Questions	November 10, 2022
Responses to Questions	November 11, 2022
Deadline for Receipt of Bids	November 17, 2022
Council Date	December 13, 2022

8. CONTACT

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Chantel L. Winfield at cwinfield@gptx.org by 4:00 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be issued in the form of an addendum and will be posted to Planet Bids (www.planetbids.com).

EXHIBIT "A"

9. BID EVALUATION/CRITERIA

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter any contract deemed to be in the best interest of the city.

EVALUATION CRITERIA	POINTS
The Purchase Price	40
The Reputation of the Vendor (Based on references)	20
Extent goods/services meet City's needs, i.e. Menu Choices	30
Experience with the City of Grand Prairie or another municipality	10
TOTAL POSSIBLE POINTS	**100**

10. SUBMITTAL RESPONSE GUIDELINES

Vendor's response to this Request for Bid shall include:

10.1. Completed and signed proposal checklist.

10.2. Bid Pricing Form filled in with unit prices, extended prices, and total.

10.3. Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).

10.4. Bid Affirmation form reviewed and signed.

10.5. Completed Historically Underutilized Business Questionnaire and Additional Verifications Form.

11. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The annual contract shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The city may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

EXHIBIT "A"

—TECHNICAL ASSISTANCE MEMORANDUM—

Texas Department of Aging and Disability Services (DADS) – Access and Intake Division

TITLE:	Nutrition Programs Guidelines - Compliance with the Dietary Reference Intakes (DRIs) and Dietary Guidelines for Americans (DGA) Requirements	**NUMBER:**	AAA-TA 305
SECTION:	Area Agencies on Aging	**APPROVAL:**	Betty Ford
ISSUE DATE:	4/7/11	**REVISION DATE:**	NA
RELEVANT CITATIONS:	OAA §339(1) (2)(A)(i)-(iii); 40 TAC, Chapter 55 – Contracting to Provide Home-Delivered Meals		
DISTRIBUTION:	☐ Executive Director ☒ Director ☐ Fiscal Director ☒ AAA Section Staff		

This technical assistance memorandum (TA) provides guidance and possible options area agencies on aging (AAA) and nutrition program service providers can use to meet menu requirements to assure compliance with the Older Americans Act (OAA), as amended in 2006, Section 339 (2)(A)(i) - (iii). This TA supplements the Nutrition Programs Guidelines-Compliance with the Dietary Reference Intakes (DRIs) and Dietary Guidelines for Americans (DGA)-Program Instruction, AAA-PI 314. This TA replaces AAA-TA 302.

Background:

OAAs requirements are based on the scientific evidence that indicates adequate nutrition is necessary to maintain cognitive and physical functioning; to prevent, reduce and manage chronic disease and disease related disabilities; and sustain health and quality of life. These requirements ensure the provision of safe and nutritious meals that:

1) Comply with the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the Departments of Agriculture and Health and Human Services; and
2) Provide to each participating older individual:
   - a minimum 33 1/3% of the Dietary Reference Intakes (DRI) established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences if the project provides one meal per day;
   - a minimum 66 2/3% of the DRI if the project provides two meals per day; and
   - 100 percent of the DRI if the project provides three meals per day.

The Nutrition Programs Guidelines seek to update and align with the most recent DGA and DRIs to support more fruits, vegetables, and whole grains; reduce the sodium content of the meals substantially over time; and control fat and calorie levels in the meals.

Dietary Guidelines for Americans 2010

The Department of Health and Human Services (HHS) and the Department of Agriculture (USDA) publish the Dietary Guidelines for Americans jointly every five years. The DGA provide authoritative advice for people two years and older about how good dietary habits can promote health and reduce risk

for major chronic diseases. They serve as the basis for Federal food and nutrition education programs. The new 2010 Dietary Guidelines for Americans focus on balancing calories with physical activity to manage weight.

The Guidelines also encourage Americans to consume more healthy foods emphasizing potassium, fiber, calcium, and vitamin D nutrient rich food sources. This includes:

- vegetables
- fruits
- whole grains
- fat-free and low-fat dairy products
- seafood

Foods and food components to reduce in the diet include:

- sodium- 1500 mg or less per day for adults 51+
- saturated fatty acids—less than 10% of calories
- trans fats—as low as possible
- cholesterol—less than 300 mg per day
- calories from solid fats and added sugars
- refined grains
- alcohol

The 2020-2025 Dietary Guidelines is available at www.dietaryguidelines.gov or through http://www.hhs.texas.gov.

Dietary Reference Intakes

DRI is a system of nutrition recommendations from the Institute of Medicine (IOM) of the U.S. National Academy of Sciences. The DRI system is used by both the United States and Canada and is intended for the general public and health professionals. It was introduced in 1997 in order to broaden the existing guidelines known as Recommended Dietary Allowances (RDAs). The current DRI recommendation is composed of four catagories:

- Estimated Average Requirements (EAR);
- Recommended Dietary Allowances (RDA);
- Adequate Intake (AI); and
- Tolerable Upper Intake Levels (UL).

For the purposes of the Nutrition Program Guidelines, the RDA value will be used in documentation of nutritional adequacy when the AI value has not been determined. (Attachment A).

Consumer Input

Obtain consumer input when planning menus. This input can be obtained through menu committees, food preference surveys, focus group, or other methods to solicit input. Providing culturally or ethnically appropriate, high quality, and tasty meals can be an effective outreach to the target population.

Principles of Menu Planning

Food served in the same meals should provide variety in texture, flavor and color. A good rule is to include in a menu a crisp, a firm, and a soft food. This will guard against meals monotonous in texture.

Several highly seasoned foods should not be combined in one meal. Foods that make an attractive color combination tend to stimulate the appetite.

Cost Control

Careful planning is essential if meals are to remain within budgeted costs, be appealing to the consumer, and assure compliance with the Nutrition Program Guidelines. To control meal cost, careful consideration should be given to the following:

- use of raw foods vs. convenience foods on the menus;
- food availability or seasonal foods;
- purchasing practices that provide the correct quantity, the best quality at the right price;
- food storage procedures and equipment to minimize loss or waste;
- labor skill and number of employees to maximize efficiency; and
- packaging/food containers to support food safety and temperature control.

A key to cost control in menu planning is the use of cycle menus and standardized recipes in menu planning.

Cycle Menus

A cycle menu is a menu set providing a different menu every day and repeats itself after a number of weeks. A cycle menu set for the nutrition program is usually four to six weeks in length with four cycle menu sets provided per year (spring, summer, fall, winter cycles). Development of a cycle menu should consider:

- available storage for food;
- purchasing & delivery schedule of vendors;
- production limitations based on labor, equipment, number of meals;
- seasonal foods available; and
- regional or traditional foods of the participant served.

The advantages of a cycle menu are:

- reduces menu planning time;
- streamlines purchasing procedures;
- helps standardize food production;
- helps the food service become more efficient;
- serves as a training tool; and
- aids in evaluating food service-quality, efficiency, and costs.

Standardized Recipes

A standardized recipe is one that has been repeatedly tested for consistency, quality, and yield therefore using the same procedures, equipment, and ingredients will produce the same product each time prepared. The advantages of using standardized recipes include:

- customer satisfaction due to a high quality product;
- consistent nutrient content because the same ingredients/amounts are used;
- food cost control due to reduced food waste in storage and preparation;
- efficient purchasing by knowing exact amounts of food to purchase;

- labor control through utilizing staff skills efficiently; and
- supports portion control by providing detailed information about the serving size, serving utensil and yield.

There are several sources for reliable standardized recipes.

- Food for Fifty by Mary K. Molt; Prentice Hall; 12th edition
- quantity recipes published by USDA (portion sizes will need to be adjusted for adults):
    - Recipes for school and child care
    - National Food Service Management Institute
- tested recipes from food manufacturers using their products
- standardized favorite or popular recipes through a process of reviewing the recipe, preparing in a small quantity, recording, determining the yield, evaluating, and retesting

Menu Choice

Providing a choice in menu or menu items helps to promote consumer satisfaction and emphasize quality consumer service. Providing a selective menu can include offering:

- one entrée with a choice of vegetables or desserts;
- choice of two entrees;
- choice of two or more distinct and complete menus;
- soup and salad bars; or
- café style service.

Use of computer nutrient analysis provides the flexibility to compute the combinations of nutrients needed to comply with the target nutrient requirements.

Menu Evaluation

An evaluation of the menu and meal service can include:

- compliance with program requirements (Attachment B-Menu Monitoring for Compliance Tool);
- analysis of the actual cost per meal against budget costs;
- customer satisfaction surveys; and
- survey of plate waste (congregate setting).

Nutrition Program Support Website:

DADS will be providing updated resources, menu and recipe sharing, and technical support for the implementation of the Nutrition Programs Guidelines through a dedicated website. http://www.hhs.texas.gov.

AAA Directors should ensure this information is shared with all nutrition service providers.

Questions and comments should be sent to the Department's Help Desk at T3Ahelp@dads.state.tx.us.

Attachment A: Dietary Reference Intakes for Older Adults

Table 1 - Dietary Reference Intakes for Older Adults

Vitamins and Elements

	vitamin A	vitamin C	vitamin D	vitamin E	vitamin K	thiamin	riboflavin	niacin	vitamin B6	folate
RDA or AI 1	(ug)	(mg)	(IU)	(mg)	(ug)	(mg)	(mg)	(mg)	(mg)	(ug)
Age 51-70 Male	**900**	**90**	**600**	**15**	120*	**1.2**	**1.3**	**16**	**1.7**	**400**
Female	**700**	**75**	**600**	**15**	90*	**1.1**	**1.1**	**14**	**1.5**	**400**
Age 70+ Male	**900**	**90**	**800**	**15**	120*	**1.2**	**1.3**	**16**	**1.7**	**400**
Female	**700**	**75**	**800**	**15**	90*	**1.1**	**1.1**	**14**	**1.5**	**400**
Tolerable Upper Intake Levels										
Age 51-70 Male	3000	2000	4000	1000	ND	ND	ND	35	100	1000
Female	3000	2000	4000	1000	ND	ND	ND	35	100	1000
Age 70+ Male	3000	2000	4000	1000	ND	ND	ND	35	100	1000
Female	3000	2000	4000	1000	ND	ND	ND	35	100	1000

	vitamin B12	pantothenic acid	biotin	choline	boron	calcium	chromium	copper	fluoride	iodine
RDA or AI 1	(ug)k	(mg)	(ug)	(mg)l	(mg)	(mg)	(ug)	(ug)	(mg)	(ug)
Age 51-70 Male	**2.4**	5*	30*	550*	ND	1000*	30*	**900**	4*	**150**
Female	**2.4**	5*	30*	425*	ND	1000*	20*	**900**	3*	**150**
Age 70+ Male	**2.4**	5*	30*	550*	ND	1200*	30*	**900**	4*	**150**
Female	**2.4**	5*	30*	425*	ND	1200*	20*	**900**	3*	**150**
Tolerable Upper Intake Levels										
Age 51-70 Male	ND	ND	ND	3500	20	2500	ND	10000	10	1100
Female	ND	ND	ND	3500	20	2500	ND	10000	10	1100
Age 70+ Male	ND	ND	ND	3500	20	2500	ND	10000	10	1100
Female	ND	ND	ND	3500	20	2500	ND	10000	10	1100

1 Recommended Dietary Allowances (RDAs) are in **bold type;** Adequate Intakes (AIs) are in ordinary type followed by an asterisk (*). ND - Indicates values not determined. Values in this table were excerpted from the Institute of Medicine, *Dietary Reference Intakes: Applications in Dietary Assessment,* 2000 and *Dietary Reference Intakes for Energy, Carbohydrates, Fiber, Fat, Protein and Amino Acids (Macronutrients)* 2002. Updated Nov. 2010 calcium/vit D recommendations included.

EXHIBIT "A"

Elements and Macro Nutrients									
	iron	magnesium	manganese	molybdenum	nickel	phosphorus	selenium	vanadium	zinc
RDA or AI 1	(mg)	(mg) m	(mg)	(mg)	(mg)	(mg)	(ug)	(mg) n	(mg)
Age 51-70 Male	**8**	**420**	2.3*	**45**	ND	**700**	**55**	ND	**11**
Female	**8**	**320**	1.8*	**45**	ND	**700**	**55**	ND	**8**
Age 70+ Male	**8**	**420**	2.3*	**45**	ND	**700**	**55**	ND	**11**
Female	**8**	**320**	1.8*	**45**	ND	**700**	**55**	ND	**8**
Tolerable Upper Intake Level									
Age 51-70 Male	45	350	11	2000	1	4000	400	1.8	40
Female	45	350	11	2000	1	4000	400	1.8	40
Age 70+ Male	45	350	11	2000	1	4000	400	1.8	40
Female	45	350	11	2000	1	4000	400	1.8	40
	Energy [2]	Protein [3]	Carbohydrates [4]	Total Fat [5,6]	*n* -6 PUFA	*n* -3 PUFA	Total Fiber	Drinking water, Beverages, Water in Food (L)	
RDA or AI 1	(Kcal)	(g)	(g)	(% Kcal)	(g)	(g)	(g)		
Age 51-70 Male	2204	**56**	**130**		14*	1.6*	30*	3.7*	
Female	1978	**46**	**130**		11*	1.1*	21*	2.7*	
Age 70+ Male	2054	**56**	**130**		14*	1.6*	30*	2.6*	
Female	1873	**46**	**130**		11*	1.1*	21*	2.1*	
AMDR 7		10-35%	45-65%	20-35%	5-10%	0.6-1.2%			

Recommended Dietary Allowances (RDAs) are in **bold type;** Adequate Intakes (AIs) are in ordinary type followed by an asterisk (*). 2 Values are based on Table 522 Estimated Energy Requirements (EER) for Men and Women 30 Years of Age. Used height of 5'7", "low active" physical activity level (PAL) and calculated the median BMI and calorie level for men and women. Caloric values based on age were calculated by subtracting 10 kcal/day for males (from 2504 kcal) and 7 kcal/day for females (from 2188 kcal) for each year of age above 30. For ages 51-70, calculated for 60 years old, for 70+, calculated for 75 years old. 80 year old male calculated to require 2004 kcal; female, 1838 kcal. 3 The RDA for protein equilibrium in adults is a minimum of 0.8 gm/kg body weight for reference body weight. 4 The RDA for carbohydrate is the minimum adequate to maintain brain function in adults. 56 Because % of energy consumed as fat can vary greatly and still meet energy needs, an AMDR is provided in absence of AI, EAR, or RDA for adults. Values for mono- and saturated fats and cholesterol not established as "they have no role in preventing chronic disease, thus not required in the diet."

Acceptable Macronutrient Distribution Ranges (AMDRs) for intakes of carbohydrates, proteins, and fats expressed as % of total calories. Values in this table were excerpted from the Institute of Medicine, *Dietary Reference Intakes: Applications in Dietary Assessment,* 2000 and *Dietary Reference Intakes for Energy, Carbohydrates, Fiber, Fat, Protein and Amino Acids (Macronutrients)* 2002.

Table 1, continued: Dietary Reference Intakes for Older Adults

Electrolytes			
	Potassium	Sodium	Chloride
RDA or AI [1]	(g)	(g)	(g)
Age 51-70 Male	4.7	1.3*	2.0*
Female	4.7	1.3*	2.0*
Age 70+ Male	4.7	1.2*	1.8*
Female	4.7	1.2*	1.8*
Tolerable Upper Intake Levels			
Age 51-70 Male		2.3	3.6
Female		2.3	3.6
Age 70+ Male		2.3	3.6
Female		2.3	3.6

[1] Recommended Dietary Allowances (RDAs) are in **bold type;** Adequate Intakes (AIs) are in ordinary type followed by an asterisk (*). Values in this table were excerpted from the Institute of Medicine, *Dietary Reference Intakes: Water, Potassium, Sodium, Chloride, and Sulfate*, 2004.

EXHIBIT "A"

Attachment B
Menu Monitoring for DRI/DGA Compliance

Nutrition Program: The Visiting Nurse Association of Texas
Nutrition Site: 1440 W. Mockingbird Lane, Dallas Texas 75247
Menu Cycle: 3, 2022 Week: 6 week cycle Service dates: Sept 1 - Dec 31, 2022

Description of Program:
Number of days meal served per week: (Example: five days per week) 5 days per week
Number of meals served per day: (Example: 1 meal per day- Lunch) 1 meal per day - Lunch

General Menu Development:
1. Has input from the consumer been included into the planning? Yes ☑ No ☐
2. Are the menus ethnically or culturally appropriate? Yes ☑ No ☐
3. Are special events or holidays planned? Yes ☑ No ☐
4. If modified diets are offered, can the menu be easily modified? Yes ☑ No ☐
5. Are the menus planned for the season of the year? Yes ☑ No ☐
6. Is there contrasts in:
   a. Flavor? Yes ☑ No ☐
   b. Color? Yes ☑ No ☐
   c. Shape and form? Yes
   d. Temperature? Yes ☑ No ☐
   e. Texture? Yes ☑ No ☐
   f. Method and preparation? Yes ☑ No ☐
   g. Variety? Yes ☑ No ☐
7. Can the menu be easily served? Yes ☑ No ☐
8. Can the meals be safely served and held in the appropriate food trays? Yes ☑ No ☐
9. Can the meal be safely transported with temperature and quality maintained?
   Yes ☑ No ☐
10. Are the foods in season and most economical? Yes
11. If convenience foods are used, is labor vs costs considered? Yes
12. Is the raw food cost within budget? Yes

Menu review, Approval and Documentation:
1. Has the menu been approved and dated by a Dietitian/Nutritionist? Yes ☑ No ☐
2. Have appropriate substitutions been approved? Yes ☑ No ☐
3. Has the date of menu approval Yes ☑ No ☐
4. Name of Dietitian/Nutritionist: Sarah Hutsler RD, LD
   License/Registration Number: DT#81463/1033600

Documentation of Nutritional Adequacy:
Check the method of compliance used:
1. Computer Nutrient Analysis Software X (Use Checklist A for monitoring)
2. Texas Model for Menu Planning _____ (Use Checklist B for monitoring)

Standardized Recipes
1. Are there standardized recipes available for the each of the food items on the menu?
   Yes ☑ No ☐
2. If computer nutrient analysis is used, does the database include the standardized recipes?
   Yes ☑ No ☐

EXHIBIT "A"

Checklist A
Computer Nutrient Analysis

1. Name of Computer Nutrient Analysis software program used: Computrition Hospitality Suite
2. Does the software program include the USDA National Nutrient Database for Standard Reference? Yes ☑ No ☐
3. Does the software program include standardized recipes? Yes ☑ No ☐
4. Does the software program allow for additional data information from vendors and manufacturers? Yes ☑ No ☐

Week Number: week 1: October 17 - 21, 2022

Daily Averaged Target Nutrients per Meal								
		Values per Nutrient Analysis averaged per meal per day						
Nutrient	Compliance range per meal	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
calories (kcal)	600-1000 Kcal	617	603	898	609	920	N/A	N/A
protein	20 gm or higher	30.9	37.4	33.0	33.4	40.9	N/A	N/A

Target Nutrients Averaged Over the Number of Days of Meal Service per Week		
Nutrient	Compliance range per meal	Values per Nutrient Analysis Averaged per Week
fat (% of total Kcal)	30% of total calories or less	28.0%
vitamin A	250 ug or higher	361
vitamin C	25 mg or higher	48
calcium	400 mg or higher	465
sodium	1,200 mg or less	1087
potassium	1,200 mg or higher	1238
fiber	7 gm or higher	8.9

EXHIBIT "A"

Dallas County

Cycle 3, 2022 Final Menu

September - December

TRIO

Monday	Tuesday	Wednesday	Thursday	Friday
BBQ Pork Rib Patty*~	Homestyle Beef Casserole	Breaded Chicken with Gravy~	Turkey Taco	Hamburger Patty~
Whole Kernel Corn	Green Peas	Garlic Whipped Potatoes	Bell Pepper Medley	Lettuce and Tomato
Broccoli	Rosemary Carrots	Italian Green Beans	Mexican Rice	Baked Beans
Wheat Bread	Wheat Bread	Dinner Roll	Flour Tortilla	Hamburger Bun
Sugar Cookie	Fresh Orange	Brownie Ⓞ	Lime Gelatin with Peaches	Cranberry Crisp
Milk	Milk	Milk	Milk	Milk
			Taco Sauce	Mustard and Ketchup
Closed, 10/17, 11/28	9/6, 10/18, 11/29	9/7, 10/19, 11/30	9/8, 10/20, 12/1	9/9, 10/21, 12/2
Turkey and Noodles	Chicken Meatballs with Gravy~	Meatloaf~	Cheesy Beef Ziti	Apricot Breaded Chicken#~
Cauliflower	Parslied Rice	Brown Gravy	Whole Kernel Corn	Mixed Beans
Sliced Carrots	Brussels Sprouts	Whipped Potatoes	Country Tomatoes	Mixed Vegetables
Wheat Bread	Wheat Bread	Herbed Green Beans	Wheat Bread	Wheat Bread
Fudge Cream Cookie Ⓞ	Graham Crackers	Dinner Roll	Fresh Apple	Creamsicle Pudding
Milk	Milk	Nutty Buddy Bar Ⓞ	Milk	Milk
		Milk		
9/12, 10/24, 12/5	9/13, 10/25, 12/6	Birthday, 10/26, 12/7	9/15, 10/27, 12/8	9/16, 10/28, 12/9
Chicken Chili	BBQ Pork Rib Patty*~	Swiss Steak~	Marinara Breaded Chicken#~	Hamburger Patty~
Dirty Rice#	Black-Eyed Peas	Whipped Potatoes	Lemon Herb Pasta#	Lettuce and Tomato
Braised Carrots	Broccoli	Italian Green Beans	Italian Vegetables	Tater Gems
Saltine Crackers	Hamburger Bun	Dinner Roll	Texas Bread	Hamburger Bun
Strawberry Cereal Bar	Animal Crackers	Fresh Orange	Lemon Gelatin with Mixed Fruit	Spiced Pineapple Tidbits
Milk	Milk	Milk	Milk	Milk
				Mustard and Ketchup
9/19, Halloween, 12/12	9/20, 11/1, 12/13	9/21, 11/2, Birthday	9/22, 11/3, 12/15	9/23, 11/4, 12/16
Polish Sausage*	Confetti Chicken#~	Salisbury Beef~	Turkey Pasta Bolognese	Glazed Ham*
Ranch Whipped Potatoes	Yellow Rice	Brown Gravy	Stewed Tomatoes	Lima Beans
Garden Vegetables	Pinto Beans	Whipped Potatoes	Green Beans	Spinach
Hot Dog Bun	Texas Bread	Mixed Vegetables	Wheat Bread	Corn Muffin
Graham Crackers	Oreo Cookies	Wheat Bread	Oatmeal Cream Cookie Ⓞ	Fresh Apple
Milk	Milk	Animal Crackers	Milk	Milk
		Milk		Margarine
9/26, 11/7, 12/19	9/27, 11/8, 12/20	9/28, Birthday, 12/21	9/29, 11/10, 12/22	9/30, 11/11, Christmas
Mexican Beef Casserole	Tuscan Chicken#	Ham and Pintos*	Honey Mustard Chicken	Hamburger Patty~
Spanish Rice	Whipped Sweet Potatoes	Confetti Rice	Twice Whipped Potatoes	Lettuce and Tomato
Green Beans	Country Vegetables	Medley Cabbage	Peas and Carrots	Ranch Beans
Wheat Bread	Wheat Bread	Corn Muffin	Wheat Bread	Hamburger Bun
Fig Bar	Sugar Cookie	Fresh Orange	Nutty Buddy Bar Ⓞ	Peach Cobbler
Milk	Milk	Milk	Milk	Milk
		Margarine		Mustard and Ketchup
10/3, 11/14, Closed	10/4, 11/15, 12/27	10/5, 11/16, 12/28	10/6, 11/17, 12/29	10/7, Thanksgiving, New Year's Eve
BBQ Chicken Patty	Creole Beef~	Breaded Chicken Patty~	Sloppy Joe	Honey Glazed Ham*#
Macaroni and Cheese	Whipped Potatoes	Cream Gravy	Tater Gems	Lima Beans
Medley Cabbage	Catalina Vegetables	Lemon Orzo	Lemon Zest Broccoli#	Okra and Tomatoes
Wheat Bread	Wheat Bread	Sliced Carrots	Hamburger Bun	Corn Muffin
Fudge Cream Cookie Ⓞ	Oreo Cookies	Texas Bread	Orange Gelatin with Pineapple	Graham Crackers
Milk	Milk	Fresh Orange	Milk	Milk
		Milk		Margarine
10/10, 11/21	10/11, 11/22	Birthday, Closed	10/13, 11/23	10/14, Closed
Halloween - 10/31	**Thanksgiving - 11/18**	**Christmas - 12/23**	**New Year's Eve - 12/30**	
Chicken Chili	Turkey Breast with Gravy	Turkey Breast with Gravy	Glazed Ham*	
Dirty Rice	Cornbread Dressing	Cornbread Dressing	Black-Eyed Peas	* - Contains Pork
Braised Carrots	Green Beans Almandine	Catalina Vegetables	Mixed Greens	Ⓞ - Contains Peanuts
Saltine Crackers	Dinner Roll	Dinner Roll	Corn Muffin	~ - Entrée Contains Soy
Brownie Ⓞ	Pumpkin Pudding	Ambrosia Pudding	Fudge Cake Stick Ⓞ	# - New Menu Item
Milk	Milk	Milk	Milk	
	Cranberry Sauce	Cranberry Sauce	Margarine	

Sarah Hutsler, RD, LD

Sarah Hutsler, RD, LD #DT81463
Expires 11/30/2023

Menu Nutrient Analysis Report

Copyright © 1981-2022, Computrition, Inc. (v.19.4.0.211/33)

Sorted in Menu Sequence

Nutrient Totals Using Main Items Only

Report Selections

Date Range : *Mon Sep 05, 2022 - Fri Sep 09, 2022*
Menus : *VNA Dallas*

Menu: VNA Dallas *Date: Mon Sep 05, 2022*

Recipe Name	Size	Amt (gm)	Calories (kcal)	Protein (gm)	Fat (gm)	% Cal. Fat (%)	Vit A (mcg)	Vit C (mg)	Calcium (mg)	Sodium (mg)	Potassium (mg)	Carbohydrat (gm)	Dietry Fiber (gm)	Sugars (gm)	Vit B6 (mg)	Vit B12 (mcg)	Iron (mg)	Thiamin (mg)
Noon Meal																		
Pork, Rib Patty, w/ BBQ Sauce (WF	1 each	116	231	14.2	12.2	45.3	3+	0+	60	717	336	18.8	1.2	14.0	0.018+	0.00+	1.59	0.01+
Corn, Whole Kernel, Frozen, LF, LS	1/2 cup	167	80	2.7	0.7	6.9	9	6	6	5	194	18.8	1.9	2.3	0.152	0.00	0.38	0.08
Broccoli, Cuts and Florets LF,LS	1/2 cup	160	21	2.3	0.1	3.1	39	30	27	11	108	4.0	2.3	1.1	0.098	0.00	0.46	0.04
Bread, Wheat, Sliced, Local (Houstc	1 slice	25	67	2.7	0.8	10.9	0	0	33	127	44	12.2	1.0	1.5	0.028	0.00	0.87	0.10
Ind, Cookie, Sugar, Wrapped	1 each	28	120	1.0	5.0	38.5		0	0	200	0	17.0	0.0	7.0			0.00	
Milk, 1%, Ind (Austin)	1 each	227	98	7.9	2.2	20.5	134	2	290	118	367	11.3	0.0		0.102	0.86	0.11	0.09
Noon Meal Totals			**617**	**30.9**	**21.0**	**29.9**	**184+**	**39+**	**417**	**1177**	**1050**	**82.1**	**6.4**	**25.8+**	**0.398+**	**0.86+**	**3.42**	**0.32+**
Daily Totals for 09/05/22			**617**	**30.9**	**21.0**	**29.9**	**184+**	**39+**	**417**	**1177**	**1050**	**82.1**	**6.4**	**25.8+**	**0.398+**	**0.86+**	**3.42**	**0.32+**
1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo)			**667**	**18.7**	**22.2**		**300**	**30**	**333**	**767**	**1567**	**91.7**	**9.3**		**0.570**	**0.80**	**2.67**	**0.40**
Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%)			**92**	**165.3**	**94.3**		**61+**	**129+**	**125**	**154**	**67**	**89.5**	**68.5**		**69.911+**	**107.73+**	**128.15**	**79.22+**

Includes main items only. ^ Denotes a menu item whose nutrient analysis may no longer be valid or accepted.
+ Indicates nutrient value calculated from partial information. Blank indicates nutrient values unavailable.

Menu Nutrient Analysis Report

Copyright © 1981-2022, Computrition, Inc. (v.19.4.0.211/33)

Sorted in Menu Sequence

Nutrient Totals Using Main Items Only

Item 37 of 96

Menu: VNA Dallas Date: Tue Sep 06, 2022

Recipe Name	Size	Amt (gm)	Calories (kcal)	Protein (gm)	Fat (gm)	% Cal. Fat (%)	Vit A (mcg)	Vit C (mg)	Calcium (mg)	Sodium (mg)	Potassium (mg)	Carbohydrat (gm)	Dietry Fiber (gm)	Sugars (gm)	Vit B6 (mg)	Vit B12 (mcg)	Iron (mg)	Thiamin (mg)
Noon Meal																		
Beef, Savory Casserole w/ Grd Bf/C	3/4 cup	257	275	20.5	12.5	41.2	48	4	72	351	409	19.8	1.1	2.6+	0.476	1.12	2.15	0.23
Peas, Green, Frz, LS	1/2 cup	169	86	4.7	2.2	22.4	112	16	22	100	140	12.4	4.1	4.5	0.076	0.00	1.39	0.24
Carrots, Sliced, Rosemary, LF, LS (	1/2 cup	167	33	0.7	0.4	11.1	644	2	37	64	216	7.3	3.1	4.3+	0.089	0.00	0.45	0.04
Bread, Wheat, Sliced, Local (Houst	1 slice	25	67	2.7	0.8	10.9	0	0	33	127	44	12.2	1.0	1.5	0.028	0.00	0.87	0.10
Orange, Fresh	1 each	96	45	0.9	0.1	2.1	11	51	38	0	173	11.2	2.3	8.9	0.057	0.00	0.10	0.08
Milk, 1%, Ind (Austin)	1 each	227	98	7.9	2.2	20.5	134	2	290	118	367	11.3	0.0		0.102	0.86	0.11	0.09
Noon Meal Totals			**603**	**37.4**	**18.3**	**27.2**	**948**	**76**	**493**	**761**	**1349**	**74.1**	**11.5**	**21.9+**	**0.828**	**1.99**	**5.07**	**0.78**
Daily Totals for 09/06/22			**603**	**37.4**	**18.3**	**27.2**	**948**	**76**	**493**	**761**	**1349**	**74.1**	**11.5**	**21.9+**	**0.828**	**1.99**	**5.07**	**0.78**
1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo)			**667**	**18.7**	**22.2**		**300**	**30**	**333**	**767**	**1567**	**91.7**	**9.3**		**0.570**	**0.80**	**2.67**	**0.40**
Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%)			**91**	**200.2**	**82.3**		**316**	**252**	**148**	**99**	**86**	**80.9**	**123.2**		**145.263**	**248.34**	**189.84**	**195.82**

Includes main items only. ^ Denotes a menu item whose nutrient analysis may no longer be valid or accepted.
+ Indicates nutrient value calculated from partial information. Blank indicates nutrient values unavailable.

EXHIBIT "A"

Menu Nutrient Analysis Report

Copyright © 1981-2022, Computrition, Inc. (v.19.4.0.211/33)

Sorted in Menu Sequence

Nutrient Totals Using Main Items Only

Menu: VNA Dallas ***Date: Wed Sep 07, 2022***

Recipe Name	Size	Amt (gm)	Calories (kcal)	Protein (gm)	Fat (gm)	% Cal. Fat (%)	Vit A (mcg)	Vit C (mg)	Calcium (mg)	Sodium (mg)	Potassium (mg)	Carbohydrat (gm)	Dietry Fiber (gm)	Sugars (gm)	Vit B6 (mg)	Vit B12 (mcg)	Iron (mg)	Thiamin (mg)
Noon Meal																		
Chicken, Breaded Patty	1 each	92	240	14.0	13.0	50.2			35	460	320	15.0	3.0	1.0			2.00	
Gravy, Chicken	1 oz	51	21	0.6	0.6	24.3	0+	0	1	80	19	3.6	0.0	0.0+	0.000+	0.00+	0.00	0.00+
Potatoes, Whipped, Garlic, LF, LS	1/2 cup	109	103	2.5	0.0+	0.2	0+	47	52	54	110	21.7	1.6	1.2+	0.016	0.11	0.60	0.28
Beans, Green, Italian, Cnd, LF	1/2 cup	144	33	1.6	0.7	16.0	26+	4+	55+	336	138+	6.4	2.7+	1.1+	0.043+	0.00+	1.52+	0.02+
Bread, Roll, White, Local (Houston^	1 each	40	124	4.3	2.6	18.8	0	0	71	187	56	20.8	0.8	2.2	0.039	0.05	1.49	0.21
Ind, Brownie, Fudge, Fieldstone	1 each	61	280	2.0	12.0	39.1			20	170	85	40.0	1.0	21.0			0.00	
Milk, 1%, Ind (Austin)	1 each	227	98	7.9	2.2	20.5	134	2	290	118	367	11.3	0.0		0.102	0.86	0.11	0.09
Noon Meal Totals			**898**	**33.0**	**31.1+**	**31.6**	**160+**	**53+**	**525+**	**1405**	**1095+**	**118.8**	**9.2+**	**26.5+**	**0.200+**	**1.03+**	**5.72+**	**0.61+**
Daily Totals for 09/07/22			**898**	**33.0**	**31.1+**	**31.6**	**160+**	**53+**	**525+**	**1405**	**1095+**	**118.8**	**9.2+**	**26.5+**	**0.200+**	**1.03+**	**5.72+**	**0.61+**
1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo)			**667**	**18.7**	**22.2**		**300**	**30**	**333**	**767**	**1567**	**91.7**	**9.3**		**0.570**	**0.80**	**2.67**	**0.40**
Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%)			**135**	**176.5**	**139.9+**		**53+**	**178+**	**157+**	**183**	**70+**	**129.6**	**98.2+**		**35.156+**	**128.42+**	**214.37+**	**151.61+**

Includes main items only. ^ Denotes a menu item whose nutrient analysis may no longer be valid or accepted.
+ Indicates nutrient value calculated from partial information. Blank indicates nutrient values unavailable.

Menu Nutrient Analysis Report

Copyright © 1981-2022, Computrition, Inc. (v.19.4.0.211/33)

Sorted in Menu Sequence

Nutrient Totals Using Main Items Only

AR 3996

Menu: VNA Dallas Date: Thu Sep 08, 2022

Recipe Name	Size	Amt (gm)	Calories (kcal)	Protein (gm)	Fat (gm)	% Cal. Fat (%)	Vit A (mcg)	Vit C (mg)	Calcium (mg)	Sodium (mg)	Potassium (mg)	Carbohydrat (gm)	Dietry Fiber (gm)	Sugars (gm)	Vit B6 (mg)	Vit B12 (mcg)	Iron (mg)	Thiamin (mg)
Noon Meal																		
Turkey, Taco Meat, w/Ground Turke	3 ounces	124	139	17.4	6.5	42.3	18+	0	18	346	204+	2.6	0.7	0.0	0.483+	0.85+	0.95	0.06+
FW Mix Veg, Bell Pepper Medley	1/2 cup	171	45	1.4	2.2	40.0	57	29	54	189	314	6.2	3.1	4.1+	0.192	0.00	1.00	0.89
FW Rice, Spanish, w/Tomatoes/Oni	1/2 cup	126	113	2.2	2.8	21.8	33	7	20	74	156	20.0	1.5	1.5+	0.130	0.00	0.98	0.35
Bread, Tortilla, Flour, 6"	1 each	29	90	2.0	2.5	26.0			40	150	0	14.0	1.0	0.0			22.00	
Gelatin, Lime, w/Peaches 6 #10/100	1/2 cup	165	117	2.3	0.0	0.0	4	19	6	144	28	27.9	0.3	2.0+	0.007	0.00	0.10	0.00
Milk, 1%, Ind (Austin)	1 each	227	98	7.9	2.2	20.5	134	2	290	118	367	11.3	0.0		0.102	0.86	0.11	0.09
Ind, Sauce, Taco	1 each	9	8	0.2	0.0	2.9	3	1	2	120	33	1.8	0.2	1.2	0.014	0.00	0.07	0.01
Noon Meal Totals			**609**	**33.4**	**16.3**	**23.8**	**248+**	**59+**	**430**	**1141**	**1103+**	**83.8**	**6.8**	**8.9+**	**0.927+**	**1.72+**	**25.21**	**1.40+**
Daily Totals for 09/08/22			**609**	**33.4**	**16.3**	**23.8**	**248+**	**59+**	**430**	**1141**	**1103+**	**83.8**	**6.8**	**8.9+**	**0.927+**	**1.72+**	**25.21**	**1.40+**
1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo)			**667**	**18.7**	**22.2**		**300**	**30**	**333**	**767**	**1567**	**91.7**	**9.3**		**0.570**	**0.80**	**2.67**	**0.40**
Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%)			**91**	**178.9**	**73.2**		**83+**	**195+**	**129**	**149**	**70+**	**91.4**	**72.4**		**162.684+**	**214.86+**	**944.34**	**349.95+**

Includes main items only. ^ Denotes a menu item whose nutrient analysis may no longer be valid or accepted.
+ Indicates nutrient value calculated from partial information. Blank indicates nutrient values unavailable.

Menu Nutrient Analysis Report

Copyright © 1981-2022, Computrition, Inc. (v.19.4.0.211/33)

Sorted in Menu Sequence

Nutrient Totals Using Main Items Only

Menu: VNA Dallas Date: Fri Sep 09, 2022

Recipe Name	Size	Amt (gm)	Calories (kcal)	Protein (gm)	Fat (gm)	% Cal. Fat (%)	Vit A (mcg)	Vit C (mg)	Calcium (mg)	Sodium (mg)	Potassium (mg)	Carbohydrat (gm)	Dietry Fiber (gm)	Sugars (gm)	Vit B6 (mg)	Vit B12 (mcg)	Iron (mg)	Thiamin (mg)
Noon Meal																		
Beef, Patty, w/o Gravy	1 each	85	191	16.9	12.9	60.5		0	24	264	356	2.0	1.1	0.8	0.180	1.01	2.13	0.12
Salad, Lettuce & Tomato, w/Shred L	1/2 cup	59	10	0.5	0.1	8.2	20	5	8	4	115	2.1	0.7	1.4	0.038	0.00	0.19	0.02
Beans, Pinto, Dry, Baked, LF, LS	1/2 cup	194	169	8.9	0.5	2.8	3	3	56	115	614	32.6	6.4	6.8+	0.217	0.00	2.16	0.29
Bread, Bun, Hamburger, Local (SCS	1 each	43	120	4.2	1.7	12.8	12	1	62	212	52	21.6	0.8	3.1	0.027	0.09	1.47	0.23
Crisp, Cranberry, w/Oatmeal Toppir	1/2 cup	264	321	2.1	9.7	26.4	94+	1	16	95	53	58.6	1.5	43.3+	0.021	0.01	0.80	0.09
Milk, 1%, Ind (Austin)	1 each	227	98	7.9	2.2	20.5	134	2	290	118	367	11.3	0.0		0.102	0.86	0.11	0.09
Ind, Mustard	1 each	6	3	0.2	0.2	44.0	0	0	3	61	8	0.3	0.2	0.1	0.004	0.00	0.09	0.01
Ind, Ketchup	1 each	9	9	0.1	0.0	0.8	2	0	1	82	25	2.5	0.0	1.9	0.014	0.00	0.03	0.00
Noon Meal Totals			**920**	**40.9**	**27.3**	**26.4**	**267+**	**12**	**460**	**951**	**1592**	**130.9**	**10.8**	**57.4+**	**0.602**	**1.97**	**6.99**	**0.87**
Daily Totals for 09/09/22			**920**	**40.9**	**27.3**	**26.4**	**267+**	**12**	**460**	**951**	**1592**	**130.9**	**10.8**	**57.4+**	**0.602**	**1.97**	**6.99**	**0.87**
1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo)			**667**	**18.7**	**22.2**		**300**	**30**	**333**	**767**	**1567**	**91.7**	**9.3**		**0.570**	**0.80**	**2.67**	**0.40**
Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%)			**138**	**219.1**	**123.0**		**89+**	**41**	**138**	**124**	**102**	**142.8**	**115.6**		**105.661**	**246.14**	**261.75**	**216.65**
Daily Average (09/05/22-09/09/22)			**730**	**35.1**	**22.8+**	**28.0**	**361+**	**48+**	**465+**	**1087**	**1238+**	**97.9**	**8.9+**	**28.1+**	**0.591+**	**1.51+**	**9.28+**	**0.79+**

Includes main items only. ^ Denotes a menu item whose nutrient analysis may no longer be valid or accepted.
+ Indicates nutrient value calculated from partial information. Blank indicates nutrient values unavailable.

EXHIBIT "A"

Checklist B
Texas Model for Menu Planning

	A. Minimum # of servings / day if:			B. Days of meal service						
Food Group Type	**1 meal served**	**2 meals served**	**3 meals served**	**Day 1**	**Day 2**	**Day 3**	**Day 4**	**Day 5**	**Day 6**	**.Day 7**
Meat/Alternate Number of Equivalents	3 oz	4-6 oz	6-8 oz							
Provide:										
Lower Fat Meat/Meat Alternates										
Fish, frequently as possible										
Limit:										
Processed, smoked, cured, high sodium meats- one serving/week										
Cheese no more than 3 oz. per week										
Fruit/Vegetables- Number of Servings	2-3	6	8							
Provide:										
Vitamin A source 3 x per week										
Vitamin C source daily										
Potassium source daily										
Fiber source daily										
Limit:										
Juice one serving or less/ meal										
Starchy vegetables one serving or less/meal										
Canned vegetable w/salt one serv. or less/ meal										
Grains- Number of Servings	2	4	6							
Provide:										
Minimum of 1/3 of the serv. a whole grain product daily	1	1	2							
Limit:										
Quick breads limited to one serv./ week										
Milk or Milk Alternates- Number of Servings	1	2	3							
Limit:										
Milk products not fortified with vitamin D										
Desserts- Number of Servings	Optional									
Provide:										
Nutrient rich dessert, ie, fruit, whole grains, low-fat milk product with limited sugar and fat										
Limit:										
High sugar/fat desserts (pies, cakes, cookies) once /week if serving one meal daily										
Oils or Fats-Number of Servings	Optional									
	>1	>2	>3							
Limit:										
Total fat to no more than 30% of total calories. Provide only to enhance flavor or presentation.										
Eliminate all sources of trans fat										
Other Foods – Number of Servings	Optional									
Provide:										
To make up additional calories as needed, enhance flavor, maintain temperatures										
Limit:										
Foods high in sodium, high sodium condiments										

EXHIBIT "A"

—PROGRAM INSTRUCTION—

Texas Department of Aging and Disability Services (DADS) – Access and Intake Division

TITLE:	Nutrition Standards Dietary Reference Intakes and Dietary Guidelines for Americans	**NUMBER:**	AAA-PI 314
SECTION:	Area Agencies on Aging	**APPROVAL:**	Betty Ford
ISSUE DATE:	4/1/11	**REVISION DATE:**	N/A
RELEVANT CITATIONS:	OAA§339(2)(A)(i)-(iii); 40 TAC §85.302		
DISTRIBUTION:	☐ Executive Director ☒ Director ☐ Fiscal Director ☒ AAA Section Staff		

This program instruction provides menu and meal planning requirements for Area Agencies on Aging (AAA) and Nutrition Providers to assure compliance with the Older Americans Act of 1965 (OAA), as amended in 2006, Title III C, Sec. 339 (2)(A)(i) - (iii). This program instruction replaces AAA-TA 302. These guidelines shall be incorporated into all requests for proposals, bids, contracts, and open solicitations for meals.

BACKGROUND:

OAA requirements are based on the scientific evidence that indicates adequate nutrition is necessary to maintain cognitive and physical functioning; to prevent, reduce and manage chronic disease and disease related disabilities; and sustain health and quality of life. These requirements ensure the provision of safe and nutritious meals that:

1) Comply with the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the United States Departments of Agriculture (USDA) and Health and Human Services (DHHS), and
2) Provide to each eligible individual
   a. a minimum 33 1/3% of the Dietary Reference Intakes (DRI) established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences if the project provides one meal per day;
   b. a minimum 66 2/3% of the DRI if the project provides two meals per day; and
   c. 100 percent of the DRI if the project provides three meals per day.

PURPOSE:

These menu and meal planning requirements update and align with the most recent DGA and DRI to support increasing fruits, vegetables, potassium and whole grains, reducing the sodium content of the meals substantially over time, and controlling fat and calorie levels in the meals.

PROCEDURES:

The AAAs are responsible for ensuring that meals served by nutrition providers meet these requirements. All meals including site prepared, catered, frozen, shelf-stable (non-perishable) or chilled/cold meal (box lunch) must meet the DGA and DRI requirements. Meals meeting these requirements are considered allowable meals and reported as eligible for reimbursement and Nutrition Services Incentive Program cash.

EXHIBIT "A"

Menu Development
Menus shall be developed with the advice and expertise of:
1) a dietitian or other individual with equivalent education and training in nutritional science, or if such an individual is not available, an individual with comparable expertise in the planning of nutritional services; or
2) other individuals knowledgeable with regard to food service management, menu planning and nutrition for older adults.

Menus shall be developed with input from nutrition consumers. Input can be obtained through any of the following:
1) menu committees
2) product sampling
3) food preference surveys
4) satisfaction focus groups
5) comment cards
6) other methods that reflect consumer input into the menu planning process

A variety of food and preparation methods, including color combinations, texture, size, shape, taste, and appearance shall be included in meal planning.

Menu Review, Approval and Documentation
1) Menus shall be reviewed and approved prior to meal service as meeting the requirements provided in this Program Instruction (PI) by a dietitian who is licensed in the State of Texas (Licensed Dietitian) or registered with the Commission on Dietetic Registration (CDR), American Dietetic Association (Registered Dietitian), or have a baccalaureate degree with major studies in food and nutrition, dietetics, or food service management.
2) Documentation of menu review and approval shall be kept on file to include:
   a. approved menus and dates menus are served;
   b. signature of dietitian with Texas license or CDR registration number;
   c. date of menu approval by the dietitian;
   d. Computer Nutrient Analysis if applicable; and
   e. approved allowable substitutions.

Menu Substitutions
Any menu substitutions made to an approved menu shall be comparable in nutrient content to the original menu. All menu substitutions shall be documented and recorded with the menu as served. Approval of the substitution will be made by a dietitian prior to meal service or selected from a list of food substitutes for each food group that has been approved by a dietitian.

Nutritional Adequacy

Methods of Compliance
Nutrition Providers must demonstrate compliance with the DGA and DRI requirements by documentation using one of the following methods:
1) Computer Nutrient Analysis Software; or
2) Texas Model for Menu Planning.

EXHIBIT "A"

Menus shall be planned and meals evaluated for meeting nutritional requirements using either of these two methods. Use of a computerized nutrient analysis rather than Texas Model for Menu Planning helps to ensure nutritional adequacy of meals and increases menu planning flexibility.

Computer Nutrient Analysis:

1) Computer Nutrient Analysis is the process by which the menu is evaluated through analyzing the nutrient content of all foods offered to ensure that meals meet the specific standards as specified in the Target Nutrient Requirements chart (Table A).
2) Target Nutrient Requirements chart identifies key nutrients that shall be tracked for maintenance and improvement of long-term health among older adults served by the Nutrition Program. The Target Nutrient Requirements chart provides the Compliance Range per meal based on one-third of the DRI. Although meals shall be planned to attain these values, other nutrients essential for good health should also be considered. The nutrients in the Target Nutrient Requirements chart shall be tracked for compliance purposes. Calories and protein values shall be attained on a daily average. Vitamin A, vitamin C, calcium, sodium, potassium, and fiber shall be averaged over **the number of serving days per week by each nutrition site**.
3) For a nutrition provider or a nutrition site serving **less than five days per week** the vitamin A, vitamin C, calcium, sodium, potassium and fiber will be **averaged over the number of serving days per week by each nutrition site**. For example: if a nutrition provider or a nutrition site serves meals three days during a week, the required target nutrients will be averaged over the three days of meal service. For two-day meal service, the required target nutrients will be averaged over the two days of service.
4) The Compliance Range column in the chart is provided for approval and monitoring of the nutritional adequacy of menus. This range is for one meal for one day. When two meals are served to a nutrition consumer, the Target Nutrient Requirements and Compliance Ranges are doubled for a combined total; when three meals are served the Target Nutrient Requirements and Compliance Ranges are tripled for a combined total. The Computer Nutrient Analysis software program utilized to document nutritional adequacy should include the USDA National Nutrient Database for Standard Reference, standardized recipes, plus accurate nutrition data from vendors and manufacturers.

Texas Model for Menu Planning

1) The Texas Model for Menu Planning chart (Table B) is a tool that shall be used to identify the types and amounts of foods that are recommended to meet specific nutritional requirements when Computer Nutrient Analysis software is not used.
2) All meals planned using the Texas Model for Menu Planning shall also incorporate the instructions provided within the chart.
3) Foods shall not be classified twice when using the Texas Model for Menu Planning. For example: a food item that is included in one or more food group type, may only be used once in the meal as meeting a requirement under the Texas Model for Menu Planning.
4) Limit foods high in sodium. Include foods high in potassium, vitamin C, and fiber daily.
5) Provide foods high in vitamin A three times per week if the nutrition provider or nutrition site serves five or more days per week. Provide foods high in vitamin A two times per week for nutrition providers or nutrition sites serving fewer than five days per week.

Standardized Recipes

Standardized recipes will be used in the planning and preparation of menu items to ensure that nutrients documented by the Computer Nutrient Analysis or the Texas Model for Menu Planning are met.

A standardized recipe is one that has been repeatedly tested for consistency, quality, and yield therefore using the same procedures, equipment, and ingredients will produce the same product with consistent nutrient content each time prepared.

Menu Service Options

Frozen Meals
Frozen meals shall meet the nutritional values required either using the Computer Nutrient Analysis or Texas Model for Menu Planning. Frozen meals may be provided in areas where daily delivery is limited, for weekend meal services, or to enable home delivered meal programs to offer more menu choices. Frozen meals may also be used at congregate sites in rural areas where participation is low and other food service options are not feasible. Such meals will be heated and served at the site. Approved waivers are required for nutrition providers serving frozen meals

Chilled Meals
Chilled meals or cold plate meals shall meet the nutritional values required either using the Computer Nutrient Analysis or Texas Model for Menu Planning. Chilled meals or cold plate meals may include the terms "box lunch" or "sack lunch." To be considered a chilled meal or cold plate meal all food items included must require refrigeration. Chilled meals or cold plate meals may be used to offer more menu choices. Approved waivers are required for nutrition providers serving chilled meals.

Menu Choice
Menu choice using a selective menu can increase participant satisfaction by offering choices for one or more food items. The nutrition provider may offer the consumer the choice of entrée, choice of food items within the meal or choice of two or more distinct and complete menus. All menu choices will comply with the meal requirements provided in this PI. If more than one menu item is offered, the food item with the lowest nutrient value will be counted toward meeting the meal requirement.

Shelf-stable
Shelf-stable meals do not require refrigeration, are non-perishable and are usually provided as emergency meals and as an option for holiday meals. However, shelf-stable meals that are provided as a part of a scheduled regular meal service must comply with the meal requirements provided in this PI. The meals must meet the nutritional values required either using the Computer Nutrient Analysis or Texas Model for Menu Planning.

Emergency Meals
Emergency meals are provided on a temporary basis when regular meal service is not an option. Emergency meals generally consist of shelf-stable items that do not require refrigeration and can be consumed at room temperature if necessary due to power outages. Emergency meals do not need to comply with the meal requirements provided in this PI. Defined as Health Maintenance emergency meals may be funded through a number of funding sources such as Title III-B.

Special Dietary Needs
1) **Culturally or ethnic appropriate meals**-Every effort will be made to accommodate the cultural, religious or ethnic preference of the population served, when feasible and appropriate. Meals must meet the menu planning guidelines as provided in this PI.
2) **Modified Meals** alter the regular menu and still meet the menu planning guidelines as provided in this PI. The types and amounts of all items must conform to the regular menu pattern. Modifications may include consistency and/or texture, reduced sodium, fat, cholesterol,

carbohydrate and/or calories. The eligible consumer along with their physician is responsible for determining whether the regular or modified menu would meet and not jeopardize their health needs.

3) **Therapeutic Meals** change the meal pattern significantly by either limiting or eliminating one or more menu items, or by limiting the types of foods allowed thus resulting in a meal that does not meet the meal requirements of this PI. Therapeutic meals may be provided only under the direction and supervision of a dietitian with a written diet order from the participant's physician and on record in the participant's file.
4) **Medical Nutritional Supplements** are foods for special dietary uses that appropriately address individual nutrition needs. Nutritional supplements (e.g., canned formulas, powdered mixes, food bars or puddings) may be available to participants based on documented, assessed need and funding sources available. Medical Nutritional Supplements are products defined as Health Maintenance and may be funded through Title III-B.

Nutrient Needs of Older Adults

Certain nutrients although not tracked for compliance, are still vital for health and well-being and may be lacking in the diets of older individuals. In addition to the Target Nutrient Requirements provided in this PI, menus/meals should be planned to include rich sources of vitamins B6, B12, E, folate, magnesium, and zinc. When possible, foods fortified with vitamin D should be included into the meals through sources such as milk products or juice fortified with vitamin D. Nutrition education in addition to the meal should reinforce the message that nutrient dense foods should be included in the diets of older adults.

Implementation

To ensure consistency among all nutrition programs, DADS recommends AAAs in conjunction with their Nutrition Providers develop an implementation plan to ensure compliance by October 1, 2011. AAA Directors should ensure this program instruction is shared with all nutrition providers.

Please direct any questions regarding the information contained in this program instruction to the Department's Help Desk at T3AHelp@dads.state.tx.us.

List of Attachments

Table A: Target Nutrients
Table B: Texas Model for Menu Planning

EXHIBIT "A"

Table A

Target Nutrient Requirements Computer Analysis of Nutrients		
Nutrient	DRI Target Values Per Meal	Compliance Range One Meal
Daily Averaged		
calories (Kcal)	600 -750 calories (Kcal)	600-1000 calories (Kcal)
protein	20 grams or higher	20 grams or higher
Averaged Over The Number of Days of Meal Service Per Week		
fat (% of Total Calories)	25-30% of total calorie or less	30% of total calories or less
vitamin A	250 - 300 micrograms (ug)	250 ug or higher
vitamin C	25 - 30 milligrams (mg)	25 mg or higher
calcium	400 milligrams (mg) or higher	400 mg or higher
sodium	800-1,000 milligrams (mg)	1,200 mg or less
potassium	1,500 milligrams (mg) or higher	1,200 mg or higher
fiber	7 grams (gm) or higher	7 gm or higher

EXHIBIT "A"

Table B

TEXAS MODEL FOR MENU PLANNING

Minimum Requirements Model to meet 1/3 of DRI and US Dietary Guidelines for America
Based on combination of the USDA Food Guide and DASH Eating Plan.

Food Group Type	Minimum Number of Servings			Serving Information
	Total servings for the meal if only one meal is provided	Total servings for the day if 2 meals per day are provided.	Total servings for the day if 3 meals per day are provided.	
Lean Meat And Meat Alternatives	3 oz equivalents	4 - 6 oz equivalents	6 - 8 oz equivalents	**1 oz. Meat and Meat Alternate Equivalents:** • 1 oz cooked lean beef, veal, pork, lamb, chicken, turkey, or fish • 1 egg • ½ cup cooked legumes (Legumes or beans can be counted as a meat alternate or as a vegetable but cannot be counted as both in meeting the meal pattern requirement.) • 1 oz low-fat natural cheese (such as Swiss, cheddar, Muenster, parmesan, mozzarella) and processed American cheese (Cheese can be counted towards Milk or Milk Alternative but cannot be counted as both in meeting the meal pattern requirement) • ½ cup tofu (bean curd) • ¼ cup low-fat cottage cheese • 1 oz canned tuna or salmon (packed in water)

INSTRUCTIONS:

Provide:

- Meats low in fat. Meats should be oven baked, broiled, grilled or roasted
- Fish as frequently as feasible because fish is a good source of protein and omega-3 fatty acids.

Limit:

- Processed, smoked, cured meat, or a high sodium content meat or meat alternate to no more than **one 3 oz serving per week**. Examples: cold cuts, ham, hot dogs, canned tuna or salmon and sausage.
- Cheese to no more than 3 oz per week because of high sodium content.

7

EXHIBIT "A"

TEXAS MODEL FOR MENU PLANNING				
Food Group Type	**Minimum Number of Servings**			**Serving Information Serving Sizes**
	Total Servings for the meal if only one meal is provided	Total Servings for the day if 2 meals per day are provided.	Total Servings for the day if 3 meals per day are provided.	
Fruits And Vegetables	2-3	6	8	• ½ cup cooked, canned, or chopped raw vegetables and fruits • 1 cup-leafy raw vegetable such as lettuce or spinach • ¾ cup 100% fruit or vegetable juice • 1-whole fruit such as medium apple, banana or orange • 1/8 melon • ½ grapefruit • ¼ cup dried fruit **Starchy Vegetables:** • 1 small potato or 1/2 large potato • 1/2 cup sweet potatoes or yams • 1/2 cup corn kernels, winter squash, peas, or lima beans

INSTRUCTIONS:

Provide Foods Sources High in:

vitamin A - a minimum of three (3) times per week if the nutrition provider or nutrition site serves five or more days per week OR two (2) times per week for the nutrition provider or nutrition site serving fewer than five days per week.

Examples: apricots, beet greens , broccoli, cantaloupe, carrots, cherries (red, sour), chili peppers (red), greens, green asparagus, nectarines, peaches, peas, peppers (sweet red), purple plums (canned), prunes, squash (winter), spinach, sweet potatoes, tomatoes, and pumpkin (dark green or orange vegetables), and vegetables (mixed)

vitamin C - daily, Examples: asparagus, broccoli, brussel sprouts, cabbage, cantaloupe, cauliflower, grapefruit/juice, greens, honeydew melon, okra, orange/juice, peppers- sweet red and green, pineapple/juice, potatoes (baked, broiled, steamed), potatoes (instant with vitamin C fortified), spinach, strawberries, sweet potatoes, tangerines, tomatoes, turnip greens, and vegetable juice (low sodium)

Potassium - daily, Examples: apricots, bananas, beans, broccoli, cantaloupe, carrots, cucumber, lima beans, oranges, potatoes, raisins, spinach, sweet potatoes, tomatoes and watermelon

Fiber – daily, examples: beans or legumes, berries, fruits with skin, greens peas, potatoes/skin, squash/skin

Limit:

- Juice to one serving per meal
- Starchy vegetables to no more than one serving per meal
- Canned vegetables with sodium/salt to one serving per meal
- Canned soups/ bouillon with sodium

EXHIBIT "A"

TEXAS MODEL FOR MENU PLANNING				
Food Group Type	**Minimum Number of Servings**			**Serving Information Serving Sizes**
	Total Servings for the meal if only one meal is provided	Total Servings for the day if 2 meals per day are provided.	Total Servings for the day if 3 meals per day are provided.	
Grains	2	4	6	• 1 or 1 oz equivalent bread or grain product • ½ cup cooked cereal, pasta, noodles • ½ cup cooked rice • ¾ cup dry cereal • 1 slice of bread • 1/2 English muffin, bun, small bagel, or pita bread • 1-6-inch tortilla • 1 ¼" square cornbread • 1-2" diameter biscuit or muffin • 4-6 crackers • ¾ cup ready-to-eat cereal

INSTRUCTIONS:

Provide:

- Whole grain products are encouraged. At least one-third of the grain servings provided under this Food Group Type should be from a whole grain fiber rich source. Examples include: brown rice, bran or bran enriched food, or whole grain bread or product.

Limit:

- Quick breads such as cornbread, biscuits, and muffins due to a higher fat and sodium content should be limited to once per week.

EXHIBIT "A"

TEXAS MODEL FOR MENU PLANNING				
Food Group Type	**Minimum Number of Servings**			**Serving Information Serving Sizes**
	Total servings for the meal if only one meal is provided	Total servings for the day if 2 meals per day are provided.	Total servings for the day if 3 meals per day are provided.	
Milk **Or** **Milk Alternate**	1	2	3	• 1 cup vitamin D fortified skim, 1% or 2% low fat • 8 oz low fat yogurt (vitamin D fortified preferred) • 1 cup soy beverage fortified with vitamin D and calcium • 1 ½ oz natural cheese • 2 oz processed cheese • 1 cup pudding made with fortified milk • 1 cup calcium/vitamin D fortified juice

INSTRUCTIONS:

Limit:

- Natural and processed cheese and unfortified yogurt as a alternate since these products are not vitamin D fortified

Desserts	Optional	

INSTRUCTIONS:

Provide:

- Nutrient rich desserts that include fruit, whole grains, low-fat milk products, or products with limited sugar to count toward meeting the appropriate food group required servings. (e.g., apple crisp with oatmeal topping, low-fat pudding, canned fruit, gelatin with fruit, ice cream, or frozen yogurt).

Limit:

- Desserts such as cakes, pies, cookies to once per week if one meal per day is served.

EXHIBIT "A"

TEXAS MODEL FOR MENU PLANNING				
Food Group Type	**Minimum Number of Servings**			**Serving Information Serving Sizes**
	Total servings for the meal if only one meal is provided	Total servings for the day if 2 meals per day are provided.	Total servings for the day if 3 meals per day are provided.	
Oils or Fats	Optional			• 1 teaspoon soft margarine made from unsaturated oils • 1 teaspoon oil (Olive, peanut, canola, safflower, corn, sunflower, soy and cottonseed) • 1 Tbsp mayonnaise • 2 Tbsp salad dressing
	No more than 1 serving	No more than 2 servings	No more than 3 servings	

INSTRUCTIONS:
LIMIT:

- Total fat to no more than 30% of total calories by providing an oil or fat serving only to enhance the flavor or presentation of the meal.

ELIMINATE: **ALL** sources of trans fat from the meal planning.

***Other Foods**	Optional	• Low fat gravies, sauces, condiments, mustard and catsup

INSTRUCTIONS:
***Other foods** - optional to make up additional calories as needed
Use only low or lower sodium and lower fat products
Utilize optional other foods to enhance the flavor of the meal or to help maintain holding temperatures.
Limit:

- Foods high in sodium.

(Canned soup/bouillon, prepared cooking sauces, pickles, olives, processed foods, salted foods, soy sauce).

EXHIBIT "A"

SUBMITTAL FORMS

EXHIBIT "A"

SUBMITTAL CHECK LIST – The Visiting Nurse Association of Texas
Company Name

Interested parties MUST submit one (1) Flash Drive/DVD marked as original with all signatures included and one (1) hard copy that includes all the following items listed below for consideration. The submission should be in the order stated below.

	Item	Check List
1	Proposal Submittal Check List	✓
2	Bid Pricing	✓
3	Questionnaire and References	✓
4	Submittal Affirmation Form	✓
5	Historically Underutilized Business Questionnaire & House Bill 89 Verification Form	✓
6	Menu monitoring, planning and nutrients analysis forms	✓

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Katherine Krause
Authorized Signature

President & CEO
Title

Katherine Krause
Print/Type Name

11/15/2022
Date

EXHIBIT "A"

BID PRICING

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Meals	50,000	EA	$3.93	$196,500.00
	TOTAL				$196,500.00

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Katherine Krause
Authorized Signature

President & CEO
Title

Katherine Krause
Print/Type Name

11/15/22
Date

EXHIBIT "A"

QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

General Contact Information		
Respondent Name: Katherine Krause	Title: President & CEO	
Company Name: The Visiting Nurse Association of Texas		
Company Address: 1420 W. Mockingbird Lane Ste 700		
City: Dallas	State: TX	ZIP Code: 75247
Telephone Number 214-689-0000	Fax Number: 833-546-0597	
Email Address: ceo@vnatexas.org	Federal Tax ID: 75-0800692	

Provide at Least 3 References, including contact name, agency name, title, phone number and/or email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.

Project Reference #1	
Reference Name: Pam Folsom	Title: Recreation Supervisor
Reference Organization: City of Mesquite - Mesquite Evans and Goodbar Senior Centers	
Project Title: Congregate Meal Program	
Email Address: pfolsom@cityofmesquite.com	Telephone Number: 972-204-4964
Project Reference #2	
Reference Name: Kimberly Dykes	Title: Senior Center Director
Reference Organization: City of Seagoville - Seagoville Senior Center	
Project Title: Congregate Meal Program	
Email Address: seniors@seagoville.us	Telephone Number: 972-287-4113
Project Reference #3	
Reference Name: Holley Norman	Title: Recreation Center Supervisor
Reference Organization: City of Irving - Irving Heritage Senior Center	
Project Title: Congregate Meals	
Email Address: hnorman@cityofirving.org	Telephone Number: 972-721-7316

EXHIBIT "A"

Experience:

1. How many years has your firm been involved in providing these services?

27 Years _____ Months

2. Please list all government entities your firm has worked with in the past 3 years:

1.) HHSC Title XIX & XX
2.) Medicare
3.) DAAA Title III
4.) City of Hutchins
5.) City of Mesquite
6.) City of Duncanville
7.) City of Dallas
8.) City of Seagoville
9.) City of Irving
10.) City of Balch Springs

Reputation:

3. Has your firm failed to complete a contract? ☐ YES ☒ NO
If so, please identify the project and date:

VNA has never failed to complete a home-delivered meals or congregate meals contract.

4. Do you have any litigation issues pending in the last three years? ☒ YES ☐ NO
If yes, please explain:

Auto accident involving an employee

5. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? ☒ YES ☐ NO
If yes, please explain:

Auto accident involving an employee

EXHIBIT "A"

SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items and receipt of the following addenda which are part of the Solicitation Documents:

X **All items identified in Submittal Checklist have been submitted.**

_____ Addendum No.___, ____, ____, ____, _____

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply

Yes ☑ No ☐

OTHER CONDITIONS

The undersigned agrees to the following:

A. **Agrees that the submittal is complete, and all required information/forms were submitted.**
B. Agrees that the bid package was fully reviewed and fully understands the requirements.
C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
E. Will supply all required insurance and execute contract within the time stated on the notice of award.
F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as the City's provider for said services; and agrees to enter negotiations if selected as a finalist for said services.

Katherine Krause	President & CEO
Authorized Signature	**Title**
Katherine Krause	11/15/22
Print/Type Name	**Date**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native

EXHIBIT "A"

American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

____American Indian ___ Asian ____Black ____Hispanic ____Woman-Owned

Certification Status: Is the firm certified as a HUB, Minority, Woman or Disadvantaged Business Enterprise by a government or business development agency? ☐ Yes ☑ No
(If yes, please select specific agency)

_____ State of Texas Historically Underutilized Business (HUB)

_____ North Central Texas Regional Certification Agency (NCTRCA)

_____ Women's Business Enterprise National Council (WBENC)

_____ Texas SBA

_____ Other _____

If you answered in the affirmative, please include a copy of your certification as an attachment to your proposal.

ADDITIONAL VERIFICATIONS

Where applicable, VENDOR makes the following verifications: (a) VENDOR does not boycott Israel as that term is defined in Section 808.001 of the Texas Government Code; (b) In accordance with the terms defined in Section 2274.001 of the Texas Government Code, VENDOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not during the term of the contract discriminate against a firearm entity or firearm trade association; and (c) In accordance with the terms defined in Sections 809.001 and 2274.001 of the Texas Government Code, VENDOR does not boycott energy companies, and it will not boycott energy companies during the term of the contract.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.

Katherine Krause
Authorized Signature

President & CEO
Title

Katherine Krause
Print/Type Name

11/15/22
Date

EXHIBIT "A"

SOLICITATION STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS: These standard terms apply to all solicitations.

2. BEST INTEREST: The CITY reserves the right to reject any or all responses and to waive formalities. The CITY also reserves the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the CITY to do so.

3. PRICING: Unless otherwise noted in this document, price(s) quoted must be held firm for ninety (90) days to allow for evaluation.

4. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on that basis.

5. F.O.B.: All shipping shall be F.O.B. Destination.

6.COOPERATIVE/INTERLOCAL PURCHASING: If the vendor checked "yes" on the submittal affirmation form to allow for interlocal purchasing, the following will apply: Governmental entities utilizing inter-governmental contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under the contract(s) awarded from this solicitation. All purchases by governmental entities other than the City of Grand Prairie will be billed directly to that governmental entity and paid by that governmental entity. The City of Grand Prairie will not be responsible for another governmental entity's debts. Each governmental entity will order their goods and services as needed.

7. SPLIT AWARD: The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

8. WITHDRAWAL OF RESPONSE TO SOLICITATION: For a period of ninety (90) days following the date designated for the receipt of response, a response may not be withdrawn or cancelled by the vendor without approval by the CITY.

9. ERROR-QUANTITY: Submittals must be made on the units of quantity specified and on extended costs, and they must show total costs. In the event of discrepancies in extension, the unit price shall govern.

10. LATE SUBMITTALS: Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.

11. TAXES: The City of Grand Prairie is exempt from federal manufacture's excise taxes and state sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the CITY and furnished upon request.

12. ADDENDA: Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.

13. PROTEST: Protests shall be submitted in writing and filed with the Purchasing Division no less than three (3) business days prior to the CITY Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and CITY Attorney in accordance with the CITY Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the CITY Council. Protesting vendors must contact the CITY Secretary to be acknowledged and heard by CITY Council at the first available Council meeting.

14. PAYMENT TERMS: Unless otherwise specified by the CITY in this document, payment terms are Net 30.

15. PATENT RIGHTS: The vendor agrees to indemnify and hold the CITY harmless from any claim involving patent right infringement or copyrights on goods supplied.

EXHIBIT "A"

16. FUNDING: The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for October 1 to September 30. The CITY reserves the right to terminate, without liability to the CITY, any contract for which funding is not available.

17. ASSIGNMENT: Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the CITY.

18. VENUE: This agreement will be governed and construed according to the laws of the State of Texas.

19. RIGHT OF REVIEW: Vendor covenants and agrees that the CITY, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.

20. DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated CITY municipal facility.

21. STANDARD WARRANTY: Standard manufacturers' warranties shall be provided and submitted to the City of Grand Prairie upon request.

22. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

23. ORDERS AND INVOICING: A purchase order number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. CONFLICT OF INTEREST: The successful vendor agrees that during the contract period vendor and any of vendor's associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this contract. All activities, investigations and other efforts made by vendor pursuant to this contract will be conducted by employees or associates of vendor. Vendor further agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this contract voidable by the CITY.

a. FORM CIQ – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the City of Grand Prairie website.

25. CONFIDENTIAL WORK: Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

26. WARRANTY, HOLD HARMLESS, AND INDEMNITY: VENDOR warrants that the commodities it delivers to the CITY shall be delivered in a good and workmanlike manner, and that any item delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

27. PROPRIETARY INFORMATION: Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted by law.

28. WAIVER OF ATTORNEYS FEES: VENDOR and CITY expressly agree that in the event of any

EXHIBIT "A"

Item 10.

CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE:	02/07/2023
PRESENTER:	Duane Strawn, Director Parks, Arts & Recreation
TITLE:	Annual Contract for the Congregate Meal Program at the Summit from The Visiting Nurse Association of Texas (VNA) in the amount not to exceed $196,500 for one year with the option to renew for four additional years totaling $982,500
REVIEWING COMMITTEE:	(Reviewed by Finance and Government Committee on 02/07/2023)

SUMMARY:

Vendor Name	*Annual Cost*	*Total Cost*
The Visiting Nurse Association of Texas	$196,500.00*	$982,500.00

*The VNA contract is a fully reimbursable contract funded through a grant agreement with the Dallas Area Agency on Aging, resulting in a net zero cost to the city for meals.

PURPOSE OF REQUEST:

On September 20, 2022, City Council approved the contractual agreement with Dallas County and Dallas Area Agency on Aging. Parks, Arts and Recreation continues to work with Dallas County and Dallas Area Agency on Aging and The Visiting Nurse Association of Texas, offering funding and services for a senior meal program and for senior transportation to the nutrition site. During the past years, staff has been working with the agencies to enhance and expand the program for our citizens, 60 years of age and older.

Bids were received in the office of the Purchasing Manager on November 17, 2022, for the Congregate Meal Program at the Summit. Notice of bid #22140 was reviewed by one vendor. One vendor response was received, submitted by The Visiting Nurse Association of Texas. The Visiting Nurse Association is also the current vendor and has been providing meals for the Congregate Meal Program for the past 10 years.

The Congregate Meal Program is a fully reimbursable contract funded through a grant agreement with the Dallas Area Agency on Aging. Meals purchased under the Visiting Nurse Association of Texas agreement will be based on approved funds in the City's annual grant budget.

EXHIBIT "A"

Item 10.

PROCUREMENT DETAILS:

Procurement Method: ☐ Cooperative/Interlocal ☒ RFB/RFP ☐ Sole Source ☐ Professional Services ☐ Exempt

Local Vendor ☐ HUB Vendor ☐

Number of Responses: 1 RFP/RFB #: 22140

Selection Details: Low Bid ☐ Best Value ☒

FINANCIAL CONSIDERATION:

Budgeted?	☒	Fund Name:	Congregate Meals Grant Fund (FY23 Grant - Reimbursed)

ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary

EXHIBIT "A"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2022

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

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

PRODUCER 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 :** Texas Mutual Insurance Company — 22945 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 381206839 **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:			C1GP303024	7/1/2022	7/1/2023	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 OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			C2GP302244	7/1/2022	7/1/2023	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			C3GP301317	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below			0002079961	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			C1GP303024	7/1/2022	7/1/2023	Each Incident Limit Aggregate	$1,000,000 $3,000,000

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

Supplemental Named Insured:
Family Care Corporation
Visiting Nurse Association Private Care, Inc.
Visiting Nurse Association of Texas Foundation

Insurer Affording Coverage includes: Underwriters at Lloyds of London
Insurer Letter: C
Type of Insurance: Cyber Liability
See Attached...

CERTIFICATE HOLDER

City of Grand Prairie
Attn: Alysia Ducote, Senior Buyer
300 W Main Street
Grand Prairie TX 75050

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

EXHIBIT "A"

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

Policy Number: ESLO139482507
Policy effective/expiration: 7-1-2022 to 7-1-2023
Limit: $1,000,000 each claim
Aggregate: $1,000,000
Deductible: $25,000

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 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 $114,000 (original amount $570,000) - Remains through 09/30/2022

Notice of Cancellation applies to the General and Professional Liability policy.
Notice of Cancellation form 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.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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:
2023-987727
Date Filed:
02/24/2023
Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
The Visiting Nurse Association of Texas
Dallas, 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 Grand Prairie, Texas

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.**
22140
Congregate Meal Program

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Culak, Chris	Dallas, TX United States	X	
Holland, Carlton	Dallas, TX United States	X	
Krause, Katherine	Dallas, TX United States	X	
Rogers, Olivia	Dallas, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 UNSWORN DECLARATION

My name is Thomas Ricciardelli, and my date of birth is 12/15/1948.

My address is 1420 W. Mockingbird Lane, Ste. 700 (street) Dallas (city), TX (state), 75247 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24th day of February (month), 2023 (year).

Thomas Ricciardelli, General Counsel
Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.3ac88bc0

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Consider a Resolution authorizing funding for the procurement of after-hours answering service through AnswerFirst, in the amount bid through the City of Duncanville Contract #3190015 with an estimated Fiscal Year 2024 expenditure of $45,000 and a five-year expenditure not to exceed $245,000.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Denise Hickman, Controller
Cassandra Wright, Utility Customer Service Manager

BACKGROUND/HISTORY:
AnswerFirst has been providing after-hours answering service to all departments of the City of Duncanville for more than 10 years. They offer exceptional 24/7 customer service and answering solutions, handling all types of business communications such as telephone, email, SMS, and chat. AnswerFirst has been a reliable partner to the City of Duncanville by providing round-the-clock assistance to our customers, which has been greatly appreciated over the years.

POLICY EXPLANATION:
City Council approval is needed in order to authorize funding to provide after-hour answering service from AnswerFirst to all departments of the City of Duncanville and customers. The City's cost is on a per-call basis and may increase if the City experiences severe weather conditions or other unforeseen situations.

FUNDING SOURCE:

ORG and Object Number
02111000-700451 (Utility Customer Service - Maintenance/Licensing Agreements)

Available Budget	Purchase Amount	After Encumber
$139,000.00	$45,000.00	$94,000.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of $45,000.00 to continue to provide an after-hours answering service through AnswerFirst for all City departments.
2. Do not provide funding for AnswerFirst.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2023-129 - Renewal of AnswerFirst - Pdf

RESOLUTION NO. 2023-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PROCUREMENT OF AFTER-HOURS ANSWERING SERVICE THROUGH ANSWERFIRST, IN THE UNIT AMOUNTS BID THROUGH THE CITY OF DUNCANVILLE CONTRACT #3190015 WITH AN ANNUAL ESTIMATED EXPENDITURE OF $45,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide after-hours answering service for all City of Duncanville customers on behalf of all City of Duncanville departments, and

WHEREAS, the City of Duncanville has taken request for proposals for after-hours answering service, and

WHEREAS, AnswerFirst had the most advantageous offer and was awarded a contract; and

WHEREAS, The City Council of the City of Duncanville, Texas, desires to approve the procurement of after hours answering service through AnswerFirst, in the unit amount proposed through the City of Duncanville, as provided in Exhibit A, with an estimated annual expenditure of $45,000.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves the procurement of after hours answering services through AnswerFirst, in the unit amount proposed to the City, as provided in Exhibit A, with an estimated annual expenditure of $45,000; and authorizes the City Manager, or designee, to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of December, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

answerfirst telemessaging

November 2, 2023

SERVICE AGREEMENT

This Service Agreement is made and entered into between AnswerFirst also known as A1ST, and the Subscriber doing business as the company name listed below.

Billing Cycle: 30 Days

SERVICE TERMS

1. Live agent available 24/7, includes 2,000 minutes of agent time @ $1,860.00 per billing cycle.
2. Time used over allotted time during billing cycle billed @ $1.00 per minute.
3. *Message Delivery (email, text, fax)* @ no charge.
4. *1 Voicemail Box* @ no charge.
5. Live transferred calls (patch) within continental U.S. @ 25¢ per minute (if used).
6. *Holiday Answer* @ $15.00 per holiday + 1½ agent time. (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving & Christmas.) ** ☐ *Holiday Answer Opt-Out*
7. *Digital Voice Recording* @ $12.95 per billing cycle. All live calls are recorded and stored for 6 years. Recordings available upon request. ☐ *Digital Voice Recording Opt-Out.* (Live calls recorded and stored for 30 days @ no charge. Requested recordings are subject to a charge of $50.00 per occurrence.)
8. Printed messages are stored 5 years @ no additional charge. Printed archived messages and billing research is subject to a charge of $15.00 per occurrence.
9. *Line Assessment* charge, billed on the February invoice annually @ $17.00 per line.
10. Deposit amount required equals the combined total of all recurring rates. (Will waive if set up on ACH, debit or credit card to auto pay.)*
11. All permanent account information changes/updates are billed as follows; the first 5 minutes are free. Each minute thereafter is billed at $.80 cents per minute, $16.00 minimum per billing cycle.

Print Business/Company Name, as it should appear on the invoice: City of Duncanville

203 E. Wheatland Rd, Duncanville, Texas, 75116
Billing Address | City | State | Zip

972-780-5001
Phone #

Invoice Delivery: Email accountspayable@duncanville.com; cassandra.wright@duncanvilletx.gov
(Paper invoices via US mail delivery are $5.00 per billing)

75-60045910 or _____
Tax ID# | Social Security # | Driver's License # | Date of Birth

I have read all terms and conditions and understand the charges. By signing the agreement, I agree to abide by the terms listed on both pages of this agreement. I also understand that by providing my mailing address, e-mail address, telephone number and fax number, I consent to receive communication from A1ST via regular mail, email, telephone or fax. I understand all information must be complete before service will be established. This offer is subject to expire in 5 days.

Robert D. Brown, Jr
Responsible Party's Signature | Print Name

Please sign and fax to 214-739-9672 or email to mwood@AlwaysAnswer.com

answerfirst telemessaging

November 2, 2023

TERMS AND CONDITIONS

This service is subscribed to under the terms and conditions set forth herein are payable in advance and usage charges are billed in arrears. Charges are due upon receipt and are past due if not paid in full by the due date. Subscriber understands that a late charge of 5% will be charged on any outstanding balance not paid by due date. Provided charges remain unpaid five (5) days following Subscriber's receipt of written notice from A1ST that such charges are delinquent, A1ST may interrupt (suspend) service of the Subscriber's account, and/or turn over to a collection agency. If it is ultimately established that all charges so submitted for collection are in fact due and owing, a collection charge will be added to the delinquent balance to cover collection fees. Should Subscriber's service be interrupted, all legitimate back charges plus a $35.00 reinstatement charge must be paid, in addition to a deposit A1ST may require, before service will be reactivated. All returned checks are subject to a $35.00 fee and any other charges A1ST may incur while attempting collection of the returned check.

* All applicable charges such as: programming, base rate and security deposit are due and payable before programming the account. If deposit applies it will be held by A1ST and will be applied to final invoice of service in event of cancellation. Subscriber may terminate this agreement at any time during the first 30 days. After 30 days, the Subscriber further agrees to give a thirty (30) day written notice of cancellation from date written notice is received.

** Base rates and holiday fees, if applicable, apply to the advanced service periods. These rates are payable by the Subscriber in advance and not contingent upon usage. Subscriber shall also pay applicable usage fees, based on the time usage allowance rate, in arrears.

In the event of your removal from Auto-Pay for any reason, by your choice or the Company's choice (returned items/declines), a deposit will be added to your account. The deposit is calculated based on the average of your previous 6-billing cycles, or equal to your base rate, whichever is greater.

Subscribers shall not charge long-distance calls to their assigned DID number. If charges occur, Subscriber understands such charges will be billed in triple to them. If Subscriber is using one of the A1ST's numbers as their own, Subscriber will not publish this number in the Yellow Pages without prior written consent of A1ST.

For the avoidance of any doubt, these terms are the only terms and conditions that apply to the provision of the Services. Any other terms and conditions that you purport to incorporate into the Agreement are expressly excluded.

While A1ST endeavors to provide efficient and reliable service, the nature of oral communications is such that A1ST shall not be liable to the caller or subscriber for any errors of omission or commission. Supervisory personnel, recording devices, or both to insure quality control may monitor telephone calls. A1ST reserves the right to review your account periodically without notice and may adjust your rate based on rising operational cost.

Liability Disclaimer

The company cannot and does not assume any responsibility for any damages, consequential or otherwise, resulting from any failure to receive or deliver messages even where such a failure is a result of the company's negligence, misconduct, error or omission. The company's liability shall in no event exceed an amount equal to the charges payable by the subscriber for the days on which such act or omission occurred. Accordingly, you and your insurer should be aware that this express disclaimer of your liability is an integral part of your contractual relationship with the company.

Service Agreement 205 E. Center St., Duncanville, TX 75116 Phone: 972-296-2939 Fax 214-739-9672

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Conduct a Public Hearing and consideration of an Ordinance amending the Comprehensive Zoning Ordinance and map, to rescind a Special Use Permit "SUP" for Short-Term Rental on real property located at 502 San Pedro Avenue, Duncanville, Texas.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Project Scope
On January 3, 2023, the City Council of the City of Duncanville duly ordained and adopted Ordinance No. 2462. This ordinance amended the existing Planned Development District to grant a Specific Use Permit to allow for the use *Short-Term Rental* to operate at 502 San Pedro Avenue. The property owner never exercised the ability to operate as a *Short-Term Rental*, rather as a traditional long term rental use on the property. Rescinding the Specific Use Permit for the use *Short-Term Rental* on the property is an effort to keep the Zoning Map consistent with real operation.

Surrounding Land Use
The subject property is surrounded by the Planned Development District that makes up the Santa Fe Village neighborhood. East of Cedar Hill Road is SF-10 Single-Family Residential District.

POLICY EXPLANATION:
Notification
Thirty-three (33) notices were sent out for this public hearing. As of this writing, no responses have been received in favor of, and one (1) response was received in opposition to the request. Letters will be received until Tuesday, December 5, 2023, to fulfill legal requirements for a written formal protest to the City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Adopt an ordinance.
2. Do not adopt an ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Legal Advertisement
Attachment 2 - Area of Request Map
Attachment 3 - Zoning Application
Attachment 4 - Letter to Property Owners within 200'
Attachment 5 - List of Property Owners within 200'
Ordinance No. 2501

Attachment 1

Advertise 1 time - By October 16

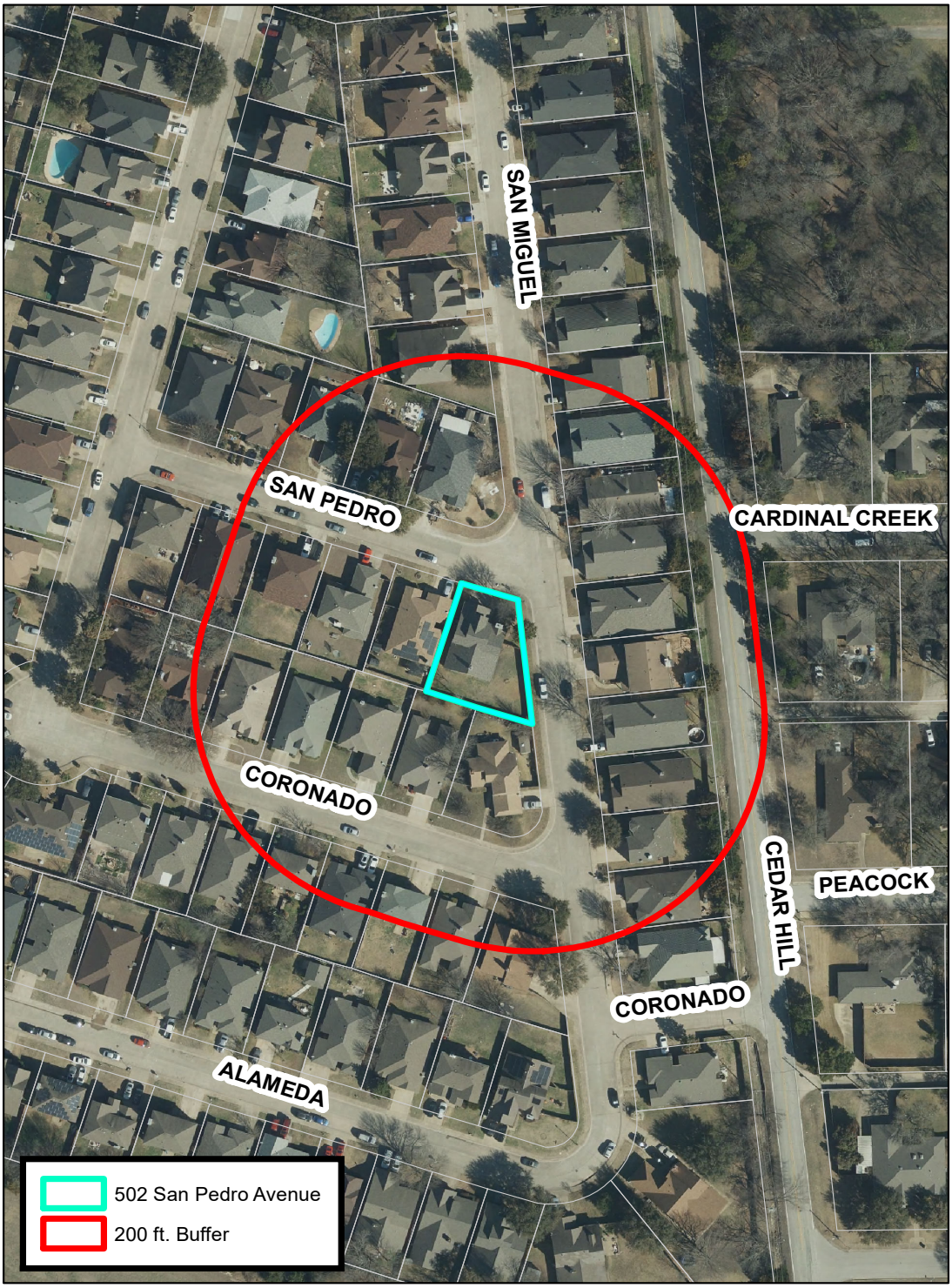
NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2023-30

A public hearing will be held before the Planning and Zoning Commission on Monday, November 13, 2023, at 7:00 p.m., and before City Council on Tuesday, December 5, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville, Applicant, to rescind an existing Specific Use Permit for Short-Term Rental, on Santa Fe Village Sec 1 Rev, Block E, Lot 13, ACS 0.1707, more commonly known as 502 San Pedro Avenue, 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, Chiquita Taylor, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Chiquita Taylor
City Secretary

Nathan Warren
Senior Planner


SAN MIGUEL
SAN PEDRO
CARDINAL CREEK
CORONADO
CEDAR HILL
PEACOCK
CORONADO
ALAMEDA
502 San Pedro Avenue
200 ft. Buffer

Development Services
Planning Divsion
City Hall Annex - 103 E. Wheatland Rd., Duncanville, TX 75116
P.O. Box 380280, Duncanville, TX 75137
972-780-5057, 972-707-3878
planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

ZONING CHANGE APPLICATION

CONTACT INFORMATION

Applicant/ Agent_____ **Contact:**_____

☐ **Engineer** ☐ **Architect** ☐ **Surveyor** ☐ **Owner** ☐ **Other**

Applicant/Agent Address:_____ **City:** _____ **State:**_____ **Zip:**_____

Agent Email: _____ **Telephone:** _____ **(Fax)**_____

Property Owner: _____ Contact:_____

Owner Address_____ City: _____ State:_____ Zip:_____

Owner Email: _____ Telephone: _____ (Fax)_____

REQUIRED

PROPERTY INFORMATION

Property Address: 502 San Pedro Ave

Legal Description of Property: SANTA FE VILLAGE SEC 1 REV

Lot No. E Block No. 13 Acreage: 0.1707 Existing Zoning District: _____

REQUIRED

REQUEST TYPE

☐ Specific Use Permit - Commercial
For_____

☐ Specific Use Permit - Residential
For_____

☑ Change in Zoning
From Rescind SUP To _____

☐ Planned Development (PD)
☐ Amend PD Approval
☐ Development Plan Approval
☐ Conceptual Plan Approval
☐ Alternative Compliance Request
☐ Text Amendment

REQUIRED

SUBMITTAL DOCUMENTS

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

☐ Completed application
☐ Application fee
☐ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat
☐ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation
☐ Electronic copies of all submittals via email

REQUIRED

Completed applications may be emailed to planningandzoning@duncanvilletx.gov.

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

_____ _____

Signature of Current Property Owner Date

Notarization

BEFORE ME, _____, on this day personally appeared_____, known to or proved to me on the oath of _____ or through_____ (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____ day of_____, 20___.

(Seal)

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

Applicant has permission to pursue a zoning change on the property located at _____ with the City of Duncanville.

_____ _____

Signature of Owner/Agent Date

BEFORE ME, _____, on this day personally appeared_____, known to or proved to me on the oath of _____ or through_____ (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____ day of_____, 20___.

(SEAL)

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

SUBMITTAL CHECKLIST

Specific Use Permit - Commercial

Please check if applicable

YES	N/A	
☐	☐	Written Letter with detailed description of proposed operation
☐	☐	Site Plan
☐	☐	Building Elevation and Signage Plan
☐	☐	Landscape Plan
☐	☐	Floor Plans
☐	☐	Other _____

Specific Use Permit - Residential

Please check if applicable

YES	N/A	
☐	☐	Written Letter of Intent with detailed description of request
☐	☐	HOA approval letter (if applicable)
☐	☐	Drawings, spec sheets, diagrams or other documents in electronic format (PDF)
☐	☐	Letter from owner (if applicant is not owner) and/or approval letter from HOA (if applicable)
☐	☐	Other _____

Planned Development

YES	N/A	
☐	☐	Written Letter with detailed description of proposed development with proposed conditions
☐	☐	Conceptual Plan

(The purpose of a Conceptual Plan is to provide a general layout of the proposed development prior to a more specific Development Plan being submitted. A Conceptual Plan shall be construed to be an illustration of the development concepts only and not an exact representation of the specific development proposed.)

☐ ☐ Development Plan with proposed PD Conditions

(The purpose of a Development Plan is to specifically illustrate the proposed location and arrangement of uses and structures, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development. Development Plan shall be incorporated into the regulations of the PD ordinance, shall be construed in conjunction with the authorized uses and development standards set forth in such regulations, and shall be in general conformity with the approved Conceptual Plan for the PD (if applicable).

REQUIRED

Development Plan Submittal includes the following:

☐ ☐ Site plan
☐ ☐ Building Elevations
☐ ☐ Landscape plan
☐ ☐ Floor Plans
☐ ☐ Other _____

Amendment of Planned Development

YES N/A

☐ ☐ Written Letter with Detailed Description of proposed operation including list of proposed changes.
☐ ☐ Revised Development Plan

Development Plan

YES N/A

☐ ☐ Proposed PD Conditions
☐ ☐ Site plan
☐ ☐ Building Elevations
☐ ☐ Landscape Plan
☐ ☐ Floor Plans
☐ ☐ Other _____

Change of Zoning

☐ ☐ Written Detailed Description of request including how the request considers the following factors:

- Whether the proposed change of zoning change implements the policies of the adopted Comprehensive Plan
- Whether the uses allowed by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole;
- Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- The amount of and development absorption (or redevelopment) rate of vacant or underutilized land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstance which may make a substantial part of such vacant land unavailable for development;
- How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved, and whether such designation for other areas should be modified also; and any other factors which substantially affect the public health, safety, morals, or general welfare.

REQUIRED

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov

October 16, 2023

Zoning File: **2023-30**

Dear Property Owner:

The City of Duncanville, Applicant, is requesting to **rescind an existing Specific Use Permit for Short-Term Rental** (Ordinance No. 2462) on Santa Fe Village Sec 1 Rev, Block E, Lot 13, ACS 0.1707, more commonly known as **502 San Pedro Avenue**, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for this zoning request for this particular public hearing. Please refer to the enclosed map that indicates which property is being requested to have an existing Specific Use Permit rescinded.

The Planning and Zoning Commission will hold a public hearing on Monday, November 13, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, December 5, 2023, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request. If you oppose the zoning request, however, the attached survey must be completed and returned by **December 5, 2023**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or to the Senior City Planner, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email planningandzoning@duncanvilletx.gov stating your position. You are encouraged to participate in the public hearing and offer comments.

Please reach out to me directly at (972) 780-5057 with any questions pertaining to this request.

Sincerely,

Nathan Warren

Nathan Warren
Senior City Planner

Enclosures

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov

Octubre 16, 2023

Archivo de zonificación: **2023-30**

Estimado propietario:

La Cuidad De Duncanville, solicitante, está solicitando **rescindir un Permiso de Uso Específico para Alquiler a Corto Plazo** (Ordenanza No. 2462) en Santa Fe Village Sec 1 Rev, Block E, Lot 13, ACS 0.1707, más comúnmente conocido como **502 San Pedro Avenue**, en la ciudad de Duncanville, condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para esta solicitud de zonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica a qué propiedad se le solicita la rescisión de un Permiso de Uso Especifico existente.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 13 de Noviembre de 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Diciembre de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud propuesta. Sin embargo, si se opone la solicitud zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Diciembre de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Chiquita Taylor, o al Planificador de la Cuidad, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico planningandzoning@duncanvilletx.gov indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Por favor de comunicarse conmigo directamente al (972) 780-5057 con cualquier pregunta relacionada con esta solicitud.

Sinceramente

Nathan Warren

Nathan Warren
Planificador de la Cuidad

Recintos

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2023-30 The City of Duncanville, Applicant, is requesting to rescind an existing Specific Use Permit (SUP) for a Short-Term Rental on Santa Fe Village Sec 1 Rev, Block E, Lot 13, ACS 0.1707, more commonly known as 502 San Pedro Avenue, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning request.

NOTE: The purpose of the request is to **rescind an existing Specific Use Permit**

You have been sent this notice since your property is within the 200-foot notification area of the property being requested to rescind an existing Specific Use Permit. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, November 13, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, December 5, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request.

If you oppose the request, however, the attached survey must be completed and returned by **December 5, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: __

El siguiente formulario puede ser llenado y enviado por correo a:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Caso No. 2023-30 La Cuidad de Duncanville, Solicitante, está solicitando rescindir un Permiso de Uso Específico (SUP) existente para el uso de Alquiler a Corto Plazo en Santa Fe Village Sec 1 Rev, Block E, Lot 13, ACS 0.1707, más comúnmente conocido como 502 San Pedro Avenue, en la Cuidad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre la solicitud de zonificación.

NOTA: El propósito de la solicitud es para **rescindir el Permiso de Uso Especifico existente**.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para una solicitud de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 13 de Noviembre 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Diciembre de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Diciembre de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ ***A favor*** de conceder la solicitud de *zonificación.*

____ ***No a favor*** de otorgar la solicitud de *zonificación.*

Mis razones son las siguientes:

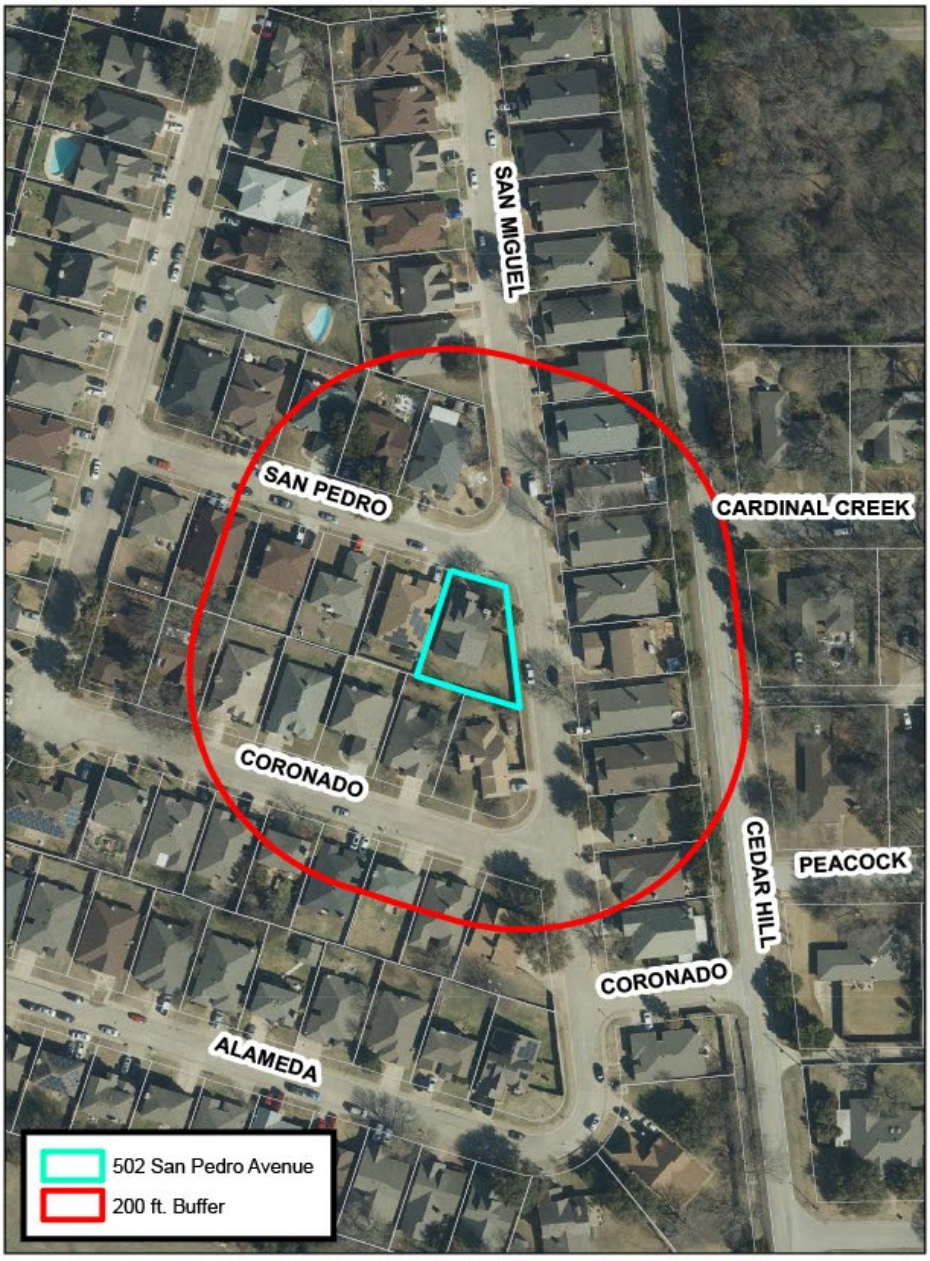
1).

2).

3).

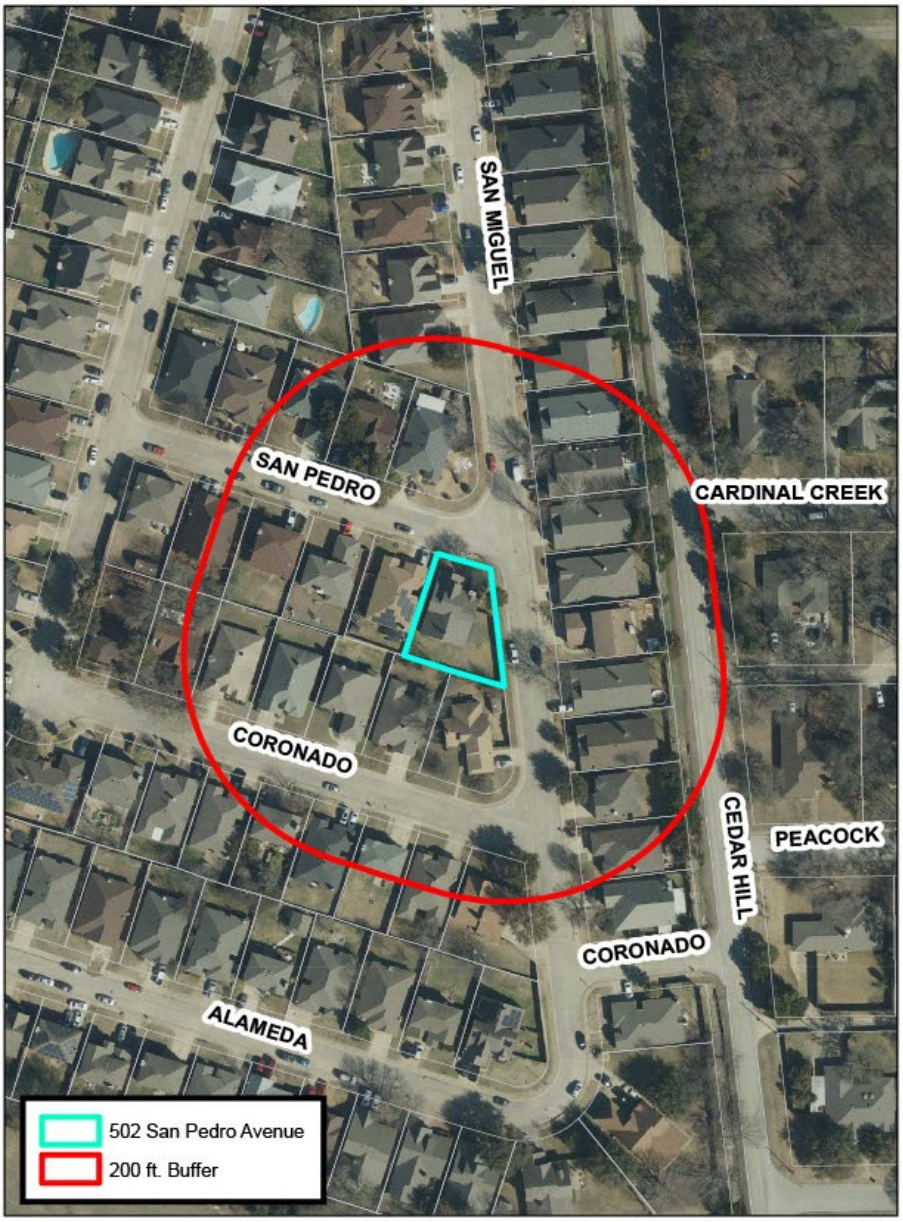
Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: __



The purpose of this request to remove the existing Specific Use Permit (SUP) for Short-Term Rental. This request will remove the permission the property has to operate as a Short-Term Rental.

Questions? Please contact Planning and Zoning at 972-780-5057 or 972-707-3878. You may Also email planningandzoning@duncanvilletx.gov.



El propósito de esta solicitud es eliminar el Permiso de Uso Específico (SUP) existente para Alquiler a Corto Plazo. Esta solicitud eliminará el permiso que tiene la propiedad para operar como un Alquiler a Corto Plazo.

¿Preguntas? Comuníquese con Planificación y Zonificación al 972-780-5057 o al 972-707-3878. Puedes también envíe un correo electrónico a planningandzoning@duncanvilletx.gov.

HUDSON ROBERT B
1234 SAN MIGUEL DR
DUNCANVILLE, TEXAS 751373071

HODGES ALYSMARIE
1238 SAN MIGUEL DR
DUNCANVILLE, TEXAS 751373071

SON MEN THI
1242 SAN MIGUEL DR
DUNCANVILLE, TEXAS 751373071

TORRES ARTHUR KIRK & JASMINE PHA
2665 HONEYSUCKLE DR
RICHARDSON, TEXAS 750823431

TSO FOON
706 N 7TH ST
MONTEBELLO, CALIFORNIA 906403514

CANO ANTELMO PEREZ
1310 SAN MIGUEL DR
DUNCANVILLE, TEXAS 751373073

IRREVOCABLE GIFTING TRUST OF
LARRY M RAMSEY
1908 COVINGTON LN
CORINTH, TEXAS 762100037

~~IRREVOCABLE GIFTING TRUST OF~~
~~LARRY M RAMSEY~~
~~1908 COVINGTON LN~~
~~CORINTH, TEXAS 762100037~~

DAVIS KEEOMI
1322 SAN MIGUEL DR
DUNCANVILLE, TEXAS 751373073

AGUIRRE JOSE M
1326 SAN MIGUEL DR
DUNCANVILLE, TEXAS 751373073

WARREN ARVELLA & CLARK D
1330 SAN MIGUEL DR
DUNCANVILLE, TEXAS 751373073

GRAHAM DANIEL C
1226 CORONADO LN
DUNCANVILLE, TEXAS 751373032

TRIMBLE PAULA
1227 SAN MIGUEL DR
DUNCANVILLE, TEXAS 751373072

NGUYEN TUYEN THI MONG
7023 THUNDERBIRD DR
ARLINGTON, TEXAS 760023420

BURKHALTER SHARAN
507 SAN PEDRO AVE
DUNCANVILLE, TEXAS 751373027

BALDWIN ROBERT L SR
511 SAN PEDRO AVE
DUNCANVILLE, TEXAS 751373027

HOLLIS BELINDA C
515 SAN PEDRO AVE
DUNCANVILLE, TEXAS 751373027

HARDIN TRACIE &
JEFFREY HARDIN
502 SAN PEDRO AVE
DUNCANVILLE, TEXAS 751373028

SIPP IRENE
506 SAN PEDRO AVE
DUNCANVILLE, TEXAS 751373028

ROBERTS CORLIS &
DESTINY PEARL MEANS
510 SAN PEDRO AVE
DUNCANVILLE, TEXAS 751373028

ANDRADE MIGUEL ANGEL &
AGUIRRE SANJUANA
514 SAN PEDRO AVE
DUNCANVILLE, TEXAS 751373028

DICKERSON JACQUELINE K &
LAWRENCE S
518 SAN PEDRO AVE
DUNCANVILLE, TEXAS 751373028

JACKSIS THI
503 CORONADO LN
DUNCANVILLE, TEXAS 751373049

CASTILLO ROSA I &
CASTILLO SULMA N
507 CORONADO LN
DUNCANVILLE, TEXAS 751373049

SEPULVEDA RAY & VENDA L
511 CORONADO LN
DUNCANVILLE, TEXAS 751373049

BROWN ROOSEVELT SR
515 CORONADO LN
DUNCANVILLE, TEXAS 751373049

LAWSON VENTURES LLC
5955 ALPHA RD # 1405
DALLAS, TEXAS 752400000

SFR ACQUISITIONS 6 LLC
120 S RIVERSIDE PLAZA STE 2000
CHICAGO, ILLINOIS 606066995

WHITAKER HERBERT JR
522 CORONADO LN
DUNCANVILLE, TEXAS 751373048

AVILA ENRIQUE &
ELSA OLIVIA AVILA
518 CORONADO LN
DUNCANVILLE, TEXAS 751373048

WALKER GEORGINA & DERRICK
514 CORONADO LN
DUNCANVILLE, TEXAS 751373048

SMITH GRACE O &
WILLIE EARL JR
721 DONLEE RD
LANCASTER, TEXAS 751343114

CURTIS ANDREA &
ISRAEL B CURTIS
506 CORONADO LN
DUNCANVILLE, TEXAS 751373048

ABRAHAM STARLA
#130342
391 LAS COLINAS BLVD
IRVING, TEXAS 750396291

33 notices mailed out

ORDINANCE NO. 2501

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY RESCINDING A SPECIFIC USE PERMIT "SUP" ON PROPERTY DESCRIBED AS SANTA FE VILLAGE SEC 1 REV, BLOCK E, LOT 13, ACS 0.1707, MORE COMMONLY KNOWN AS 502 SAN PEDRO AVENUE, DUNCANVILLE, DALLAS COUNTY, TEXAS, EXHIBIT A; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended by rescinding a Specific Use Permit on property described as Santa Fe Village Sec 1 Rev, Block E, Lot 13, ACS 0.1707, more commonly known as 502 San Pedro Avenue, Duncanville, Dallas County, Texas.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

This ordinance shall be effective from and after the day of its passage as provided by law by the City Council of the City of Duncanville, Texas, on the 5th day of December, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 05 Dec 2023

TITLE:
Conduct a public hearing for consideration and action regarding the request of Jessica Figaro, applicant, representing BH Industrial LLC, for a Specific Use Permit (SUP) to allow for the Use "Banquet or Event Center" and consider adopting an ordinance amending the Comprehensive Zoning Ordinance and map on Fairmeadows Village Replat, Block P, Lot 2R, ACS 9.8519 AC, more commonly known as 320 East Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The Future Land Use Plan Map shows the subject property being located within Opportunity Area 6. The Comprehensive Plan envisions Opportunity Area 6 as an upscale retail/commercial and entertainment area serving as a key transition into Downtown along Camp Wisdom. The Comprehensive Plan also envisions Opportunity Area 6 as a high-quality interstate/highway commercial development along I-20.
The Plan goes further on to list strategies that will help achieve the vision for Opportunity Area 6:

- Develop a Small Area Plan to either redevelop the entire Opportunity Area or portions of it.
- Perform a Zoning Ordinance diagnostic and update ordinances for site improvements of existing development.
- Identify companies to recruit for vacant tenant spaces of existing development.
- Encourage development of incubator and maker spaces.
- Improve corridor aesthetics.

- Reorient direction of new buildings that back up to I-20 to face the roadway.
- Consider existing emergency service capabilities regarding building heights.
- Explore higher impact retail and mixed-use alternatives for new development to enhance vitality and fiscal impact.
- Utilize existing EDC grants for building façade improvements.

Project Scope

The subject property is zoned GOR, General Office/Retail District and has a certificate of occupancy to operate as an *Art Studio*. The current business would like to expand its operation to be able to operate as a *Banquet or Event Center* as well. The use *Banquet or Event Center* requires a Specific Use Permit in the General Office/Retail District. The Comprehensive Zoning Ordinance defines the use *Banquet or Event Center* as a building, facility, room, or portion thereof, that is rented, leased or otherwise made available to any person or group for a private event function that is not open to the general public, regardless of whether a fee is charged. Includes reception facilities and wedding venues. On Monday, July 10, 2023, a code violation case was opened at this location for illegal use. The case description states that the illegal use must be halted, or a Certificate of Occupancy for *Banquet or Event Center* must be obtained.

Surrounding Land Use

The subject property is surrounded by GOR, General Office/Retail District to the north, east, and west. That is the property that makes up the Fairmeadows Village Shopping Center. The property to the south is zoned PD, Planned Development District and contains the Deerchase Condominiums. North of East Camp Wisdom Road is a mix of GOR, General Office/Retail District and LOR, Local Office/Retail District. East of Oriole Boulevard is LOR, Local Office/Retail District. South of East Fain Street is SF-7 Single-Family Residential District. To the west, on both sides of North Merrill Avenue is DD, Downtown Duncanville District.

Within the same building, an adjacent suite contains a daycare center that operates Monday through Friday from 6:00 am to 6:30 pm.

Recommendation

Staff recommends approval of the request for a Specific Use Permit to operate as a Banquet or Event Center with the following conditions:

1. Alcohol beverages may be provided by customers or customers' caterers in connection with the rental or use of the permit of alcohol beverages. Customers will be allowed to provide alcohol for consumption on the premises during an event. A Texas Alcoholic Beverage Commission (ABC) licensed server shall be employed for any event where alcohol is present.
2. Alcohol may only be possessed and consumed inside the building and is subject to TABC and City regulations and in compliance with any applicable regulatory agency.
3. At least one off-duty uniformed and Texas licensed peace officer will be required to be on site for parties where alcohol is consumed.
4. Hours of operation for events shall be from 7:00 a.m. to 12:00 a.m. Sunday through Thursday and 7:00 a.m. to 2:00 a.m. Friday and Saturday.
5. The Specific Use permit shall be granted for a five (5) year period.

Planning and Zoning Commission Action

On Monday, November 13, 2023, the Planning and Zoning Commission approved the item by a vote of 3-1 with the following conditions:

1. Alcohol beverages may be provided by customers or customers' caterers in connection with the rental or use of the permit of alcohol beverages. Customers will be allowed to provide alcohol for consumption on the premises during an event. A Texas Alcoholic Beverage Commission (ABC) licensed server shall be employed for any event where alcohol is present.
2. Alcohol may only be possessed and consumed inside the building and is subject to TABC and City regulations and in compliance with any applicable regulatory agency.
3. At least one off-duty uniformed and Texas licensed peace officer will be required to be on site for parties where alcohol is consumed.

4. Hours of operation for events shall be from 7:00 a.m. to 12:00 a.m. Sunday through Thursday and 7:00 a.m. to 2:00 a.m. Friday and Saturday.
5. The Specific Use permit shall be granted for a three (3) year period.

POLICY EXPLANATION:

Notification

Thirty-nine (39) notices were sent out for this public hearing. As of this writing, no responses have been received in favor or opposition to the request. Letters will be received until Tuesday, December 5, 2023, to fulfill legal requirements for a written formal protest to the City Council.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Legal Advertisement
Attachment 2 - Area of Request Map
Attachment 3 - Zoning Application
Attachment 4 - Letter from Applicant
Attachment 5 - Letter to Property Owners within 200'
Attachment 6 - List of Property Owners
Attachment 7 - List of Property Owners (Multi Parcels)
Duncanville.ZORD No. 2500 GOR to SUP for Event Center

Attachment 1

Advertise 1 time - By October 16

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2023-28

A public hearing will be held before the Planning and Zoning Commission on Monday, November 13, 2023, at 7:00 p.m., and before City Council on Tuesday, December 5, 2023, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of Jessica Figaro, Applicant, for a Specific Use Permit to allow for the use of "Banquet or Event Center", on Fairmeadows Village Replat, Block P, Lot 2R, ACS 9.8519 AC, more commonly known as 320 East Camp Wisdom Road, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Chiquita Taylor, or to Nathan Warren, Senior Planner, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Chiquita Taylor
City Secretary

Nathan Warren,
Senior Planner

CAMP WISDOM
*DEERCHASE APTS
*FAIRMEADOWS APTS
320 E Camp Wisdom Road
200 ft. Buffer

Development Services
Planning Divsion
City Hall Annex - 103 E. Wheatland Rd., Duncanville, TX 75116
P.O. Box 380280, Duncanville, TX 75137
972-780-5057, 972-707-3878
planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

ZONING CHANGE APPLICATION

CONTACT INFORMATION

Applicant/ Agent Jessica Figaro **Contact:** 646-683-9909

☐ **Engineer** ☐ **Architect** ☐ **Surveyor** ☑ **Owner** ☐ **Other**

Applicant/Agent Address: 320 East Camp Wisc **City:** Duncanville **State:** TX **Zip:** 75116

Agent Email: thediamondsuitetx@gmail.com **Telephone:** 646-683-9909 **(Fax)** _____

Property Owner: BH Properties Contact: Arslan Gozini

Owner Address P.O.Box 49993 City: Los Angeles State: CA Zip: 90049

Owner Email: accounting@bhproperties. Telephone: _____ (Fax) _____

REQUIRED

PROPERTY INFORMATION

Property Address: 320 East Camp Wisdom Road

Legal Description of Property: strip mall

Lot No._____ Block No._____ Acreage: _____ Existing Zoning District: GOR

REQUIRED

REQUEST TYPE

☑ Specific Use Permit - Commercial
For Banquet Hall/Event Center

☐ Specific Use Permit - Residential
For _____

☐ Change in Zoning
From _____ To _____

☐ Planned Development (PD)
☐ Amend PD Approval
☐ Development Plan Approval
☐ Conceptual Plan Approval
☐ Alternative Compliance Request
☐ Text Amendment

REQUIRED

SUBMITTAL DOCUMENTS

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

☑ Completed application
☑ Application fee
☑ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat
☑ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation
☑ Electronic copies of all submittals via email

REQUIRED

Completed applications may be emailed to planningandzoning@duncanvilletx.gov.

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

DP

Signature of Current Property Owner

9/21/2023

Date

Notarization

BEFORE ME, _____, on this day personally appeared_____, known to or proved to me on the oath of _____ or through_____ (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____ day of_____, 20___.

(Seal)

[See attached]

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On September 21st, 2023, before me, Y. Wachtel, a Notary Public, personally appeared Arsalan Gozini who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Y. Wachtel

Y. WACHTEL
Notary Public - California
Los Angeles County
Commission # 2439278
My Comm. Expires Mar 26. 2027

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

Applicant has permission to pursue a zoning change on the property located at _____ with the City of Duncanville.

BP

_____ _____

Signature of Owner/Agent Date

BEFORE ME, _____, on this day personally appeared_____, known to or proved to me on the oath of _____ or through_____ (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____ day of_____, 20___.

(SEAL)

[see attached]

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On September 21st, 2023, before me, Y. Wachtel, a Notary Public, personally appeared Arsalan Gozini who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Y. WACHTEL
Notary Public - California
Los Angeles County
Commission # 2439278
My Comm. Expires Mar 26, 2027

SUBMITTAL CHECKLIST

Specific Use Permit - Commercial

Please check if applicable

YES	N/A	
☑	☐	Written Letter with detailed description of proposed operation
☑	☐	Site Plan
☑	☐	Building Elevation and Signage Plan
☑	☐	Landscape Plan
☑	☐	Floor Plans
☐	☐	Other _____

Specific Use Permit - Residential

Please check if applicable

YES	N/A	
☐	☐	Written Letter of Intent with detailed description of request
☐	☐	HOA approval letter (if applicable)
☐	☐	Drawings, spec sheets, diagrams or other documents in electronic format (PDF)
☐	☐	Letter from owner (if applicant is not owner) and/or approval letter from HOA (if applicable)
☐	☐	Other _____

Planned Development

YES	N/A	
☐	☐	Written Letter with detailed description of proposed development with proposed conditions
☐	☐	Conceptual Plan

(The purpose of a Conceptual Plan is to provide a general layout of the proposed development prior to a more specific Development Plan being submitted. A Conceptual Plan shall be construed to be an illustration of the development concepts only and not an exact representation of the specific development proposed.)

☐ ☐ Development Plan with proposed PD Conditions

(The purpose of a Development Plan is to specifically illustrate the proposed location and arrangement of uses and structures, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development. Development Plan shall be incorporated into the regulations of the PD ordinance, shall be construed in conjunction with the authorized uses and development standards set forth in such regulations, and shall be in general conformity with the approved Conceptual Plan for the PD (if applicable).

REQUIRED

Development Plan Submittal includes the following:

- ☐ ☐ Site plan
- ☐ ☐ Building Elevations
- ☐ ☐ Landscape plan
- ☐ ☐ Floor Plans
- ☐ ☐ Other _____

Amendment of Planned Development

YES N/A

- ☐ ☐ Written Letter with Detailed Description of proposed operation including list of proposed changes.
- ☐ ☐ Revised Development Plan

Development Plan

YES N/A

- ☐ ☐ Proposed PD Conditions
- ☐ ☐ Site plan
- ☐ ☐ Building Elevations
- ☐ ☐ Landscape Plan
- ☐ ☐ Floor Plans
- ☐ ☐ Other _____

Change of Zoning

☐ ☐ Written Detailed Description of request including how the request considers the following factors:

- Whether the proposed change of zoning change implements the policies of the adopted Comprehensive Plan
- Whether the uses allowed by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole;
- Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- The amount of and development absorption (or redevelopment) rate of vacant or underutilized land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstance which may make a substantial part of such vacant land unavailable for development;
- How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved, and whether such designation for other areas should be modified also; and any other factors which substantially affect the public health, safety, morals, or general welfare.

REQUIRED

Attachment 4

The Diamond Suite Art and Event Studio

Business Plan for Art Studio Business

Prepared By:

Jessica Figaro

Duncanville TX 75116

Thediamondsuitetx@gmail.com

Attachment 4

I.EXECUTIVE SUMMARY

The Diamond Suite Art and Event Studio (referred to by heron as the “Company”) was established as a Limited Liability Company in Duncanville, TX 75116 with the expectation of rapid expansion in the art industry. The Company solicits financial backing to be able to introduce its new service. (Described below)

Business Description

The Company The Diamond Suite Art and Event Studio was formed on 06/17/2023 as a Limited Liability Company under Texas state laws and headed by Jessica Figaro.

Business Mission

At The Diamond Suite Art and Event Studio' our mission is to establish a luxurious 2200 sq ft haven where creative expression flourishes, inviting artists of diverse backgrounds to contribute to the vibrant fabric of our community. We are dedicated to cultivating an environment that nurtures artistic growth, providing an unparalleled canvas for innovation and self-discovery. From seasoned artists honing their craft to novices embarking on creative journeys, our opulent space beckons all.

Our engaging paint-and-sip workshops intertwine artistry and camaraderie, guided by passionate instructors committed to shepherding your unique artistic odyssey. Beyond workshops, we proudly curate dynamic art showcases celebrating local talents, infusing our space with a symphony of creative voices. Offering an array of workshops, special events, and immersive experiences, we aim to kindle passions, foster collaborations, and awaken imaginations. 'The Diamond Art Suite' is not merely a studio; it's an invitation to illuminate the path to artistic excellence and connect creators and enthusiasts in the heart of our resplendent artistic haven.

New Services

The Company is prepared to introduce the following service to the market.

At " The Diamond Suite Art and Event Studio we offer an array of comprehensive and diverse services tailored to cater to artists of all levels and interests. Our signature **Paint and Sip Workshops** provide a fun and interactive environment where participants can create their unique masterpieces while enjoying the company of fellow artists. Guided by experienced instructors, these workshops encourage self-expression and exploration of various artistic techniques.

In addition to our workshops, we take immense pride in our curated **Art Showcases**, which offer a platform for both emerging and established artists to exhibit their works. These showcases not

only celebrate the local art community but also provide exposure to a wider audience, fostering connections and appreciation for artistic talent.

For those seeking a more immersive artistic experience, our **Artistic Workshops** cover a wide spectrum of mediums, ranging from painting and drawing to sculpting and mixed media. Led by skilled artists, these workshops aim to enhance participants' skills and encourage experimentation with different materials and techniques.

Furthermore, we host an array of **Special Events and Activities** designed to engage and captivate our artistic community. These events could include themed art nights, collaborative projects, guest artist talks, and creative workshops tailored to specific themes or occasions.

At The Diamond Suite Art and Event Studio, our dedication to providing an inclusive and vibrant space extends beyond the services themselves. It encompasses fostering creativity, connecting artists, and promoting a shared passion for art that enriches the lives of individuals and contributes to the artistic essence of our community.

Management Team:

Our management team consists of highly experienced professionals with a proven track record of success in the industry. The team includes:

Studio Manager:

The Studio Manager plays a pivotal role in ensuring the smooth day-to-day operations of the art studio. Their responsibilities encompass overseeing studio scheduling, managing studio space allocation, and coordinating workshops and events to provide artists with a seamless and organized experience. With a background in arts management and a keen understanding of customer service, the Studio Manager serves as a point of contact for artists, addressing inquiries, providing support, and maintaining a welcoming and collaborative environment.

Marketing/Advertising Manager:

The Marketing/Advertising Manager is responsible for raising awareness and promoting the art studio's offerings. They craft and execute marketing campaigns to attract new members, promote workshops, and drive engagement across various platforms. With expertise in digital marketing, content creation, and social media management, they effectively communicate the studio's unique value proposition and foster a vibrant online presence. By collaborating with artists and the local art community, the Marketing/Advertising Manager ensures that the studio's message resonates with the intended audience, contributing to increased participation and visibility.

Attachment 4

Cleaning Company Coordinator:

The Cleaning Company Coordinator is tasked with maintaining the studio's pristine appearance, reflecting professionalism and a welcoming ambiance. They negotiate and secure contracts with cleaning companies to ensure the studio remains clean, sanitized, and aesthetically appealing. Their attention to detail ensures that artists and visitors experience an environment conducive to creativity and comfort.

Accountant:

The accountant oversees the financial aspects of the art studio, ensuring transparent and efficient financial management. They handle budgeting, financial reporting, and expense tracking to maintain the studio's fiscal health. Their expertise in financial analysis, bookkeeping, and tax compliance safeguards the studio's financial integrity. By providing accurate financial insights, the accountant enables informed decision-making, supports cost-effective operations, and contributes to the studio's sustainable growth.

Collectively, the management team at The Diamond Suite Art and Event Studio comprises experienced professionals with a shared passion for fostering artistic expression. Each member's distinct role and skill set contribute to the overall success of the studio by providing artists with a nurturing environment, enhancing the studio's visibility, maintaining cleanliness and professionalism, and ensuring sound financial management. Through their collaboration, dedication, and diverse expertise, the management team contributes to creating an enriching and thriving artistic community.

Services Offered:

Diamond Suite offers a comprehensive range of services that help businesses thrive. Our services include:

Open Studio Sessions:

We recognize the importance of dedicated creative time. Our open studio sessions offer artists the freedom to work on their projects in a nurturing environment. Equipped with the necessary materials and tools, artists can pursue their artistic endeavors independently while benefiting from the camaraderie and support of fellow creators.

Exhibition and Showcase Events:

We take pride in providing opportunities for artists to showcase their talents and connect with a broader audience. Our curated art exhibitions and gallery showcases create platforms for artists to display their work, engage with art enthusiasts, and even sell their pieces. These events

contribute to a vibrant artistic community and encourage connections between creators and art lovers.

Paint and Sip Workshops:

Adding a touch of social interaction to art, our paint-and-sip workshops offer a unique and enjoyable experience. Participants can create art while sipping on beverages, fostering a relaxed atmosphere where creativity flows freely. These workshops are perfect for those seeking a fun and interactive way to express themselves artistically.

Collaborative Projects:

We believe that collaboration sparks innovation. Our studio facilitates collaborative projects that unite artists, poets, musicians, and other creative minds. By merging different art forms, these projects yield interdisciplinary works that showcase the magic of artistic synergy, enriching the cultural tapestry of our community.

Live Art Demonstrations:

Witnessing the creative process in action can be inspiring. We invite artists to conduct live demonstrations, offering participants the chance to observe techniques, brushstrokes, and artistic decisions as they unfold. These demonstrations provide valuable insights, allowing participants to deepen their understanding of various artistic methods.

Art Supplies and Materials:

To ensure artists have access to the tools they need, we offer a carefully curated selection of high-quality art supplies and materials for sale. From canvases and brushes to paints and sketchbooks, our offerings are designed to elevate artistic creations.

Art Therapy Workshops:

Recognizing the healing power of art, we provide art therapy workshops that serve as a creative outlet for self-expression, stress relief, and emotional healing. These sessions offer individuals a supportive environment where they can harness art's therapeutic benefits to navigate their emotional journeys.

Poetry Readings and Slams:

We celebrate the beauty of words by hosting poetry readings, spoken word events, and poetry slams. These gatherings provide poets with a platform to share their work while fostering a sense of community and appreciation for the spoken art form.

Music Jam Sessions:

Our studio resonates with musical creativity as well. Musicians are invited to jam together, participate in open mic nights, and collaborate on musical performances. These sessions encourage musical exploration and collaborative expression.

Attachment 4

Special Workshops and Events:

We continuously broaden our offerings with specialized workshops, covering diverse artistic interests such as digital art, photography, sculpting, and more. These workshops provide artists with opportunities to expand their skills and explore new mediums.

Art Entrepreneurship Support:

For artists interested in transforming their passion into a sustainable business, we offer guidance and workshops on art entrepreneurship. These sessions cover essential topics including marketing strategies, branding development, pricing strategies, and business management, empowering artists to navigate the world of art commerce confidently.

Community Outreach and Partnerships:

We believe in the power of art to strengthen communities. Through partnerships with schools, non-profit organizations, and local businesses, we extend our outreach efforts to provide art education, outreach programs, and engaging events that foster community enrichment.

Artistic Retreats:

For those seeking a focused and inspiring environment, we organize artistic retreats and creative getaways. These immersive experiences allow participants to step away from their routines and immerse themselves in a space dedicated to artistic exploration, growth, and rejuvenation.

Family and Life Events :

At The Diamond Suite and Art Studio, we understand the importance of celebrating life's special moments without breaking the bank. Our mission is to provide a versatile and elegant event space where artists and families in the community can create unforgettable memories without compromising their budget. Whether you're planning a birthday party, quinceañera, baby shower, wedding reception, anniversary celebration, or retirement party, we have you covered.

Birthday Parties: Celebrate another year of life in style at The Diamond Suite Art and Event Studio. Our space can be themed to match any age group, from children's parties to milestone birthdays.

Quinceañeras: Make your daughter's coming-of-age celebration magical and memorable. Our team can help you create a fairytale atmosphere that she'll cherish forever.

Baby Showers: Welcome your little one into the world with a heartwarming baby shower. Our cozy and inviting ambiance is perfect for this special occasion.

Wedding Receptions: Tie the knot with elegance and affordability. Our Diamond Suite Art and Event Studio can be transformed into a romantic setting for your wedding reception, complete with a dance floor and seating arrangements to suit your guest list.

Anniversary Parties: Rekindle the flames of love and celebrate the years you've spent together. Our space can be tailored to create a romantic and memorable atmosphere for your anniversary celebration.

Attachment 4

Retirement Parties: Bid farewell to a colleague or loved one in style. Our versatile venue allows you to create a meaningful and festive retirement party, honoring the retiree's contributions and achievements.

Why Choose The Diamond Suite Art and Event Studio?

Affordable Rates: We believe that everyone should have access to a beautiful event space without financial stress. That's why we offer competitive and flexible pricing options to suit your budget.

Versatile Space: The Diamond Suite Art and Event Studio is designed to accommodate a wide range of events. With a capacity of 120, our space is perfect for smaller and more intimate gatherings, ensuring that your event feels cozy and inviting.

Inclusive Atmosphere: We welcome people of all backgrounds and cultures to celebrate their milestones with us. Our space is a blank canvas ready to be transformed into the perfect backdrop for your event.

Exceptional Amenities: Our facility is equipped with state-of-the-art amenities, including sound systems, lighting, and furniture, to ensure your event goes off without a hitch.

At The Diamond Suite Art and Event Studio, we take pride in offering a warm and welcoming space where you can create cherished memories with your loved ones. We understand the importance of community and family events, as well as milestone celebrations like anniversaries and retirements.

Funding

Funding will be used to support our growth strategy, including expanding our service offerings and increasing our marketing efforts. Specifically, the funding will be allocated as follows:

Building Sign ($5,000):

A portion of the funding, $5,000, will be allocated towards creating an eye-catching building sign. This investment will enhance our visibility and identity, drawing in both artists and art enthusiasts.

Aesthetics and Studio Enhancements ($20,000):

To elevate the studio's environment, $20,000 will be dedicated to aesthetic improvements and enhancements. This includes lighting installations, seating arrangements, display fixtures, and the acquisition of advanced art equipment.

Additional Employees ($20,000):

$20,000 will be allocated towards hiring additional employees, including skilled art instructors and administrative staff. This will ensure diverse workshop offerings, smooth operations, and an enhanced customer experience.

***Music Jam Sessions ($10,000*)**:

To support musical creativity, $10,000 will be used to create a dedicated space for music jam sessions. This will include equipment purchase, soundproofing, and promoting a collaborative musical environment.

Open Mic Nights and Poetry Readings ($10,000):

$10,000 will be allocated for open mic nights and poetry readings. This will cover event organization, marketing efforts, and creating an inviting space for poets to share their work.

Exhibition Showcases ($10,000):

To highlight local talent, $10,000 will be invested in hosting regular exhibition showcases. This includes setup, promotion, and creating an engaging atmosphere to showcase diverse artistic expressions.

Collaborative Events ($10,000):

$10,000 will be directed toward organizing interdisciplinary collaborative events. This will encompass event coordination, artist engagement, and fostering an environment that nurtures collaborative creations.

Art Workshops and Classes ($15,000):

To encourage skill development, $15,000 will be devoted to offering a variety of art workshops and classes. This will cover instructor fees, supplies, and curriculum development.

II BUSINESS SUMMARY

Industry Overview

The art studio industry is a thriving sector that provides a space for artistic exploration and growth. It's expected to generate billions in revenue annually, driven by the rising interest in creative experiences. The industry's growth rate is noteworthy, as more people seek artistic outlets and experiential activities. The demand for art workshops, classes, exhibitions, and collaborative events has surged, meeting the need for hands-on creative engagement. This growth is driven by a societal shift towards valuing creativity and personal development. As art studios become essential hubs for creative expression and cultural enrichment, their continued expansion is expected, creating both economic and cultural impact within communities.

Business Goals and Objectives

The short-term goals for " The Diamond Suite Art and Event Studio over the next 1-2 years include:

Attachment 4

Curriculum Expansion: Develop and diversify our workshop and class offerings to cater to a wider range of artistic mediums and skill levels. This expansion will provide participants with more options to explore their creativity.

Community Engagement: Establish strong ties with the local community through partnerships, events, and collaborations. Hosting community art projects and outreach programs will foster a sense of belonging and connection.

Online Presence: Create a user-friendly website and active social media platforms to showcase our services, events, and artists' work. This will enhance our visibility and engagement with a broader audience.

Art Showcase Series: Launch a regular art showcase series that highlights emerging local artists, providing them with a platform to exhibit their work and connect with art enthusiasts.

Membership Program: Introduce a membership program that offers exclusive benefits such as discounted workshops, priority event access, and special perks to cultivate a loyal and engaged artist community.

Partnerships with Schools: Collaborate with local schools to offer art education programs, encouraging students to explore their creative potential and providing a source of revenue for the studio.

Feedback and Improvement: Regularly gather feedback from participants to continually improve the quality of our services, ensuring that we meet and exceed the expectations of our community.

Artist Residency: Initiate an artist residency program that brings in artists from different backgrounds to work, collaborate, and share their unique perspectives with our community.

Sustainability Initiatives: Implement eco-friendly practices, such as recycling art materials and reducing waste, to align with environmentally conscious trends and values.

Collaborative Events: Host collaborative events that bring together artists, writers, musicians, and other creatives to foster interdisciplinary collaborations and innovative projects.

The long-term goals for " The Diamond Suite Art and Event Studio" over the next 3-5 years include:

Artistic Innovation Center: Establish "The Diamond Suite Art and Event Studio" as an artistic innovation center, recognized regionally and beyond for its cutting-edge workshops, collaborative events, and unique art experiences.

Expanded Facilities: Acquire additional space or locations to accommodate growing demand and introduce specialized studios for various art forms, offering a comprehensive array of artistic resources.

Artistic Retreats: Launch immersive artistic retreats that attract artists from different regions, providing them with an inspiring environment to create, collaborate, and exchange ideas.

National and International Exposure: Participate in prestigious art fairs, exhibitions, and collaborations to gain national and international recognition, positioning the studio as a hub for artistic excellence.

Art Residencies and Fellowships: Offer extended artist residencies and fellowships that provide selected artists with the resources and time to create transformative works, contributing to the broader art community.

Art Entrepreneurship Incubator: Establish an art entrepreneurship program that supports artists in turning their creativity into sustainable businesses, providing workshops on branding, marketing, and financial management.

Permanent Art Collection: Curate a permanent art collection showcasing works by both local and renowned artists, enhancing the studio's cultural impact and contributing to the legacy of art in the community.

Global Art Exchanges: Facilitate international art exchanges and collaborations with artists and studios from diverse cultures, fostering cross-cultural artistic understanding and creative dialogues.

Art Scholarship Program: Introduce an art scholarship program that supports aspiring artists from underprivileged backgrounds, promoting inclusivity and diversity within the artistic community.

Art Studio Alliance: Collaborate with other art studios and organizations to create an art studio alliance, fostering mutual support, resource sharing, and cross-promotion of artistic endeavors.

Sustainable Practices: Implement sustainable practices across operations, from sourcing eco-friendly art supplies to minimizing waste, reflecting the studio's commitment to environmental responsibility.

Art-Tech Integration: Explore innovative technologies, such as virtual reality art experiences and online art platforms, to expand the studio's reach and engage with a global audience.

Legal Issues

The Company affirms that its promoters have acquired legally all trademarks and patents.

III MARKETING SUMMARY

Target Audience

Aspiring Artists**:** Individuals who are eager to learn and develop their artistic skills, whether they are beginners or looking to refine their craft across various mediums.

Experienced Artists: Established artists seeking a supportive and inspiring environment to further enhance their skills, experiment with new techniques, and collaborate with peers.

Art Enthusiasts: Those who appreciate and value the arts, even if they may not consider themselves artists. They seek opportunities to engage with and immerse themselves in artistic experiences.

Students: School-aged children and teenagers interested in exploring their creative potential through art classes, workshops, and summer programs.

Professionals: Adults looking for a creative outlet to balance their professional lives, seeking stress relief, mindfulness, and a chance to express themselves artistically.

Local Community Members: Individuals within the local community who wish to participate in art-related events, exhibitions, workshops, and collaborative projects.

Tourists and Visitors: Travelers interested in immersing themselves in the local arts and culture scene, seeking unique and memorable experiences.

Corporate and Team-Building Groups: Businesses and organizations looking for creative team-building activities or workshops to foster collaboration and innovative thinking.

Art Educators and Schools: Art educators seek resources, workshops, and partnerships to enhance their classroom teachings and students' exposure to the arts.

Families: Parents and guardians interested in family-friendly art events, workshops, and experiences that allow them to bond and create together.

By tailoring the studio's offerings to cater to this diverse audience, The Diamond Suite Art Studio aims to create a welcoming and inclusive space where individuals from all walks of life can engage with art, discover their creative potential, and contribute to the vibrant artistic community.

Marketing Strategy

The Diamond Suite Art and Event Studio will employ a comprehensive and targeted marketing strategy to effectively reach its diverse audience and establish a strong presence in the art and creative community. The strategy will focus on a mix of online and offline approaches to maximize visibility, engagement, and community involvement:

Branding and Online Presence:

Develop a visually appealing and cohesive brand identity that reflects the studio's values and creative spirit.

Create a user-friendly and informative website that showcases services, events, workshops, artist profiles, and a blog featuring art-related content.

Maintain active and engaging social media profiles on platforms like Instagram, Facebook, and Twitter to share art inspiration, event updates, and behind-the-scenes content.

Content Marketing:

Publish regular blog posts, articles, and videos on the website covering various art-related topics, techniques, and profiles of artists.

Share informative and visually captivating content on social media to keep the audience engaged and informed.

Email Marketing:

Build and maintain an email list to send out newsletters, event invitations, and exclusive offers to subscribers.

Personalize email campaigns based on user preferences, workshop interests, and art forms.

Artistic Showcases and Exhibitions:

Host regular art showcases and exhibitions featuring local and emerging artists, attracting art enthusiasts, potential clients, and visitors.

Collaborate with artists to curate engaging and diverse exhibitions that resonate with different audiences.

Partnerships and Collaborations:

Form partnerships with local schools, community organizations, and businesses to offer art workshops, events, and educational programs.

Collaborate with art galleries, cultural centers, and other art-related establishments to cross-promote events and activities.

Workshops and Events:

Offer a variety of art workshops, classes, and events targeting different skill levels and art forms.

Promote workshops through social media, flyers, and online event platforms to attract participants.

Social Engagement and Contests:

Engage the audience through interactive posts, contests, and challenges that encourage user-generated content.

Leverage hashtags and trends to enhance visibility and connect with a wider online art community.

Local Advertising:

Advertise in local newspapers, magazines, and community bulletin boards to reach the local audience.

Distribute flyers and promotional materials at relevant local events and high-traffic areas.

Online Advertising:

Utilize targeted online advertising through platforms like Google Ads and social media to reach specific demographics interested in art and creative activities.

Customer Testimonials and Reviews:

Encourage satisfied customers to leave positive reviews and testimonials online to build trust and credibility.

SWOT Analysis

Strengths:

Unique Offerings: A diverse range of art workshops, classes, collaborative events, and exhibitions cater to various skill levels and artistic interests.

Experienced Management: A dedicated and skilled management team with a deep understanding of the art industry, fostering a vibrant and welcoming environment.

Community Engagement: Strong connections with the local community through partnerships, art showcases, and outreach programs, enhancing brand loyalty.

Innovative Space: A well-equipped and creatively designed studio space that fosters artistic growth, collaboration, and inspiration.

Online Presence: A user-friendly website and active social media engagement enhance visibility, attract a broader audience, and facilitate engagement.

Weaknesses:

Limited Recognition: Being a relatively new art studio, establishing brand recognition and gaining a solid foothold in the competitive art industry might take time.

Resource Allocation: Balancing the allocation of resources for both physical studio enhancements and marketing efforts requires careful planning.

Local Dependency: Relying heavily on local community engagement might limit the studio's reach to a broader audience beyond the immediate vicinity.

Opportunities:

Growing Art Enthusiast Market: Increasing interest in art as a means of personal expression, well-being, and leisure creates opportunities to attract a diverse customer base.

Collaborative Partnerships: Forming partnerships with schools, organizations, and businesses can expand outreach and provide mutually beneficial experiences.

Art Tourism: Tapping into the tourism market by offering art experiences and workshops to visitors interested in local cultural and artistic exploration.

Online Learning: Leveraging the rise of online learning platforms to offer virtual art workshops and reach a wider audience beyond the physical location.

Sustainability Initiatives: Incorporating eco-friendly practices and promoting sustainable art materials aligns with growing environmental awareness.

Threats:

Competitive Landscape: Facing competition from established art studios, galleries, and art centers in the area might pose challenges in attracting and retaining customers.

Economic Factors: Economic downturns or fluctuations could impact discretionary spending on art-related activities.

Online Engagement Challenges: Maintaining consistent online engagement and standing out in a saturated digital space requires strategic content creation and marketing efforts.

Regulatory Compliance: Navigating local regulations, permits, and licensing for art studios may present potential obstacles.

Changing Trends: Art preferences and trends can change rapidly, requiring adaptability to cater to evolving customer interests.

Attachment 4

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov

October 16, 2023

Zoning File: **2023-28**

Dear Property Owner:

Jessica Figaro, Applicant, representing BH Industrial LLC, owner, is requesting approval of a Specific Use Permit to allow for the use of "Banquet or Event Center" on Fairmeadows Village Replat, Block P, Lot 2R, ACS 9.8519 AC, more commonly known as **320 East 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 the granting of a Specific Use Permit for this particular public hearing. Please refer to the enclosed map that indicates which property is being considered for the granting of a Specific Use Permit.

The Planning and Zoning Commission will hold a public hearing on Monday, November 13, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, December 5, 2023, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning request. If you oppose the zoning request, however, the attached survey must be completed and returned by **December 5, 2023**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or to the Senior City Planner, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email planningandzoning@duncanvilletx.gov stating your position. You are encouraged to participate in the public hearing and offer comments.

Please reach out to me directly at (972) 780-5057 with any questions pertaining to this request.

Sincerely,

Nathan Warren

Nathan Warren
Senior City Planner

Enclosures

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov

Octubre 16, 2023

Archivo de zonificación: **2023-28**

Estimado propietario:

Jessica Figaro, solicitante, representando a BH Industrial LLC, propietario, está solicitando la aprobación de un Permiso de Uso Específico para permitir el uso de "Centro de Eventos" en Fairmeadows Village Replat, Block P, Lot 2R, ACS 9.8519 AC, más comúnmente conocido como **320 East Camp Wisdom Road**, en la ciudad de Duncanville, condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para el otorgamiento de un Permiso de Uso Especifico para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está considerada para el otorgamiento de un Permiso de Uso Especifico.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 13 de Noviembre de 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Diciembre de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud de zonificación. Sin embargo, si se opone a la solicitud de zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Diciembre de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Chiquita Taylor, o al Planificador de la Cuidad, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico planningandzoning@duncanvilletx.gov indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Por favor de comunicarse conmigo directamente al (972) 780-5057 con cualquier pregunta relacionada con esta solicitud.

Sinceramente

Nathan Warren

Nathan Warren
Planificador de la Cuidad

Recintos

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2023-28 Jessica Figaro, Applicant, representing BH Industrial LLC, Owner, is requesting approval of a **Specific Use Permit for "Banquet or Event Center"** on Fairmeadows Village Replat, Block P, Lot 2R, ACS 9.8519 AC, more commonly known as **320 East Camp Wisdom Road**, in the City of Duncanville, Dallas County, Texas.

NOTE: The purpose of the request is to allow for a **Specific Use Permit**.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a Specific Use Permit. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, November 13, 2023, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, December 5, 2023, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning request.

If you oppose the zoning request, however, the attached survey must be completed and returned by **December 5, 2023**, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: __

El siguiente formulario puede ser llenado y enviado por correo a:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

Caso No. 2023-28 Jessica Figaro, solicitante, representando a BH Industrial LLC, propietario, está solicitando la aprobación de un **Permiso de Uso Especifico para "Centro de Eventos**" en Fairmeadows Village Replat, Block P, Lot 2R, ACS 9.8519 AC, más comúnmente conocido como **320 East Camp Wisdom Road**, en la ciudad de Duncanville, condado de Dallas, Texas.

NOTA: El propósito de la solicitud es permitir un **Permiso de Uso Especifico**.

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 **Permiso de Uso Especifico**. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 13 de Febrero 2023, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Diciembre de 2023, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del solicitud de zonificación.

Sin embargo, si se opone al solicitud de zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Diciembre de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ ***A favor*** de conceder la solicitud de *zonificación.*

____ ***No a favor*** de otorgar la solicitud de *zonificación.*

Mis razones son las siguientes:

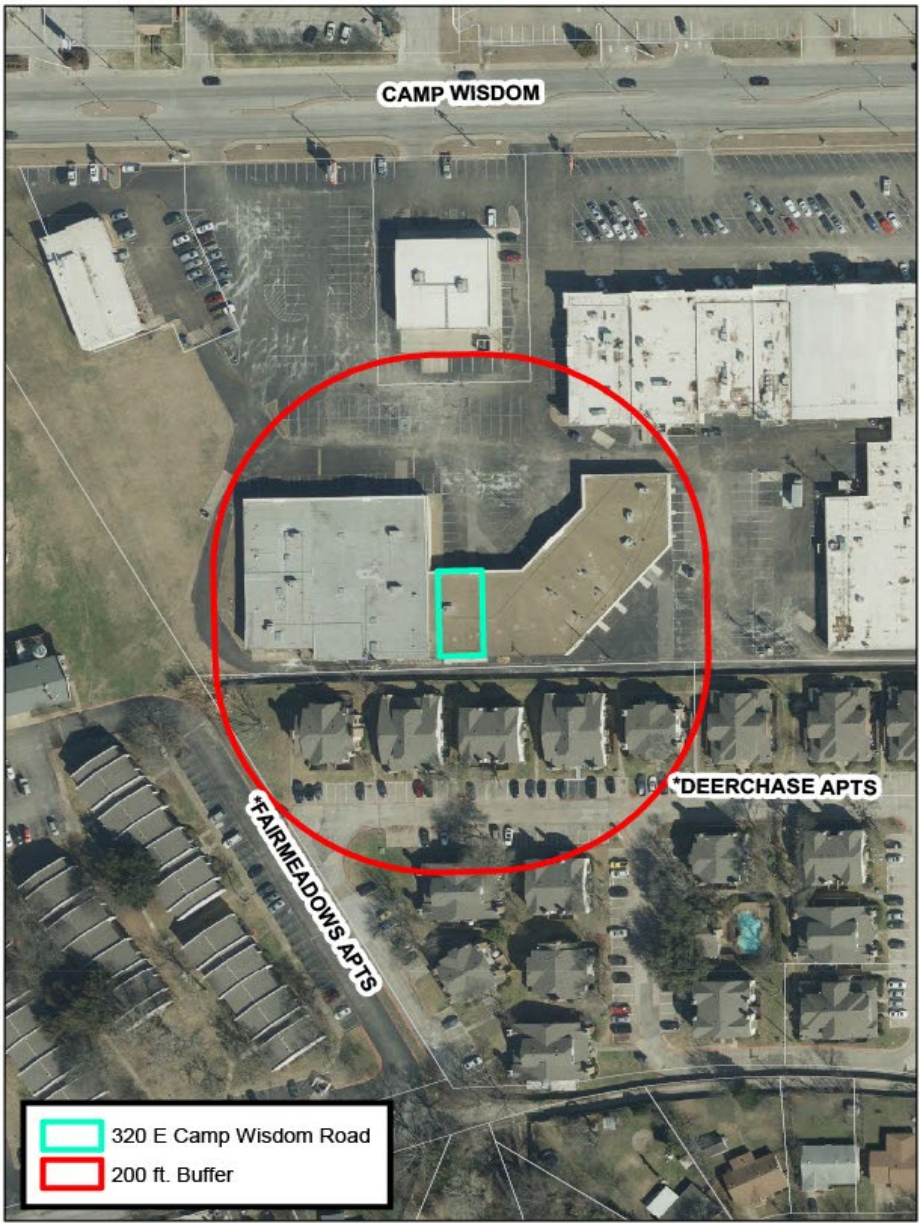
1).

2).

3).

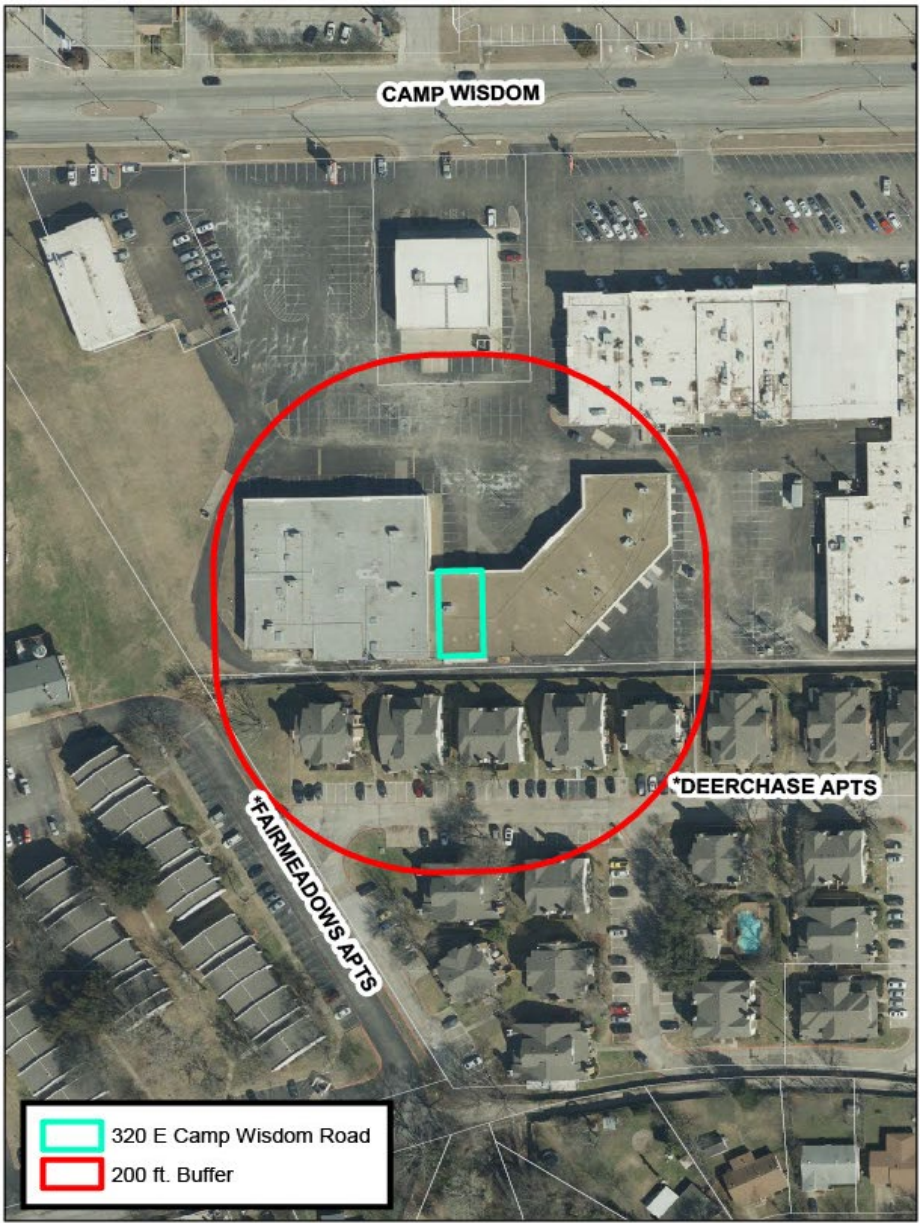
Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: __



The applicant's purpose for this request is to be granted a Specific Use Permit (SUP) to be able to operate as an Event Center.

Questions? Contact Planning and Zoning at 972-780-5057 or 972-707-3878. You may also email planningandzoning@duncanvilletx.gov



El propósito del solicitante para esta solicitud es que se le otorgue un Permiso de Uso Específico (SUP) para ser capaz de operar como un Centro de Eventos.

¿Preguntas? Comuníquese con Planificación y Zonificación al 972-780-5057 o al 972-707-3878. Tu también puedes envíe un correo electrónico a planningandzoning@duncanvilletx.gov.

,

,

ALL SAINTS CARE INJURY &
REHABILITATION CLINIC INC
606 ORIOLE BLVD
DUNCANVILLE, TEXAS 751163500

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

DUNCANVILLE PLAZA LP
% CRAIG FRANKS
8100 LOMO ALTO DR STE 235
DALLAS, TEXAS 752256541

B H INDUSTRIAL LLC
PO BOX 49993
LOS ANGELES, CALIFORNIA 900490993

~~B H INDUSTRIAL LLC~~
~~PO BOX 49993~~
~~LOS ANGELES, CALIFORNIA 900490993~~

~~B H INDUSTRIAL LLC~~
~~SUITE 600~~
~~11111 SANTA MONICA BLVD~~
~~LOS ANGELES, CALIFORNIA 900253333~~

~~B H INDUSTRIAL LLC~~
~~SUITE 600~~
~~11111 SANTA MONICA BLVD~~
~~LOS ANGELES, CALIFORNIA 900253333~~

DUNCANVILLE MEADOWS LLC
1401 LAVACA ST 191
AUSTIN, TEXAS 787011634

107 CAMP WISDOM LLC
1915 WESTRIDGE DR
IRVING, TEXAS 750382902

SHREE TAL BARAHI LLC
4410 CYPRESS THORN DR
ARLINGTON, TEXAS 760050000

GEE JUDY
9207 MILL HOLLOW DR
DALLAS, TEXAS 752436372

MURGA MARIA MAURA
PO BOX 411486
DALLAS, TEXAS 752418486

THIEN LAM INC
702 ORIOLE BLVD
DUNCANVILLE, TEXAS 751163504

~~DUNCANVILLE PLAZA LP~~
~~% CRAIG FRANKS~~
~~8100 LOMO ALTO DR STE 235~~
~~DALLAS, TEXAS 752256541~~

~~DUNCANVILLE PLAZA LP~~
~~% CRAIG FRANKS~~
~~8100 LOMO ALTO DR STE 235~~
~~DALLAS, TEXAS 752256541~~

~~DUNCANVILLE PLAZA LP~~
~~% CRAIG FRANKS~~
~~8100 LOMO ALTO DR STE 235~~
~~DALLAS, TEXAS 752256541~~

CFOC DUNCANVILLE TX LLC
ATTN: SETH OLIVER
5713 GRAND AVE STE B
DULUTH, MINNESOTA 558072564

INWOOD NATL BANK
7621 INWOOD RD
DALLAS, TEXAS 752094000

ARC CAFEHLD001
% RYAN LLC
11995 EL CAMINO REAL
SAN DIEGO, CALIFORNIA 921300000

MARTINEZ RUBEN
1207 S GREENSTONE LN
DUNCANVILLE, TEXAS 751372800

SALEH GROUP PROPERTIES LLC
%ALI SALEH
2130 E LEDBETTER DR
DALLAS, TEXAS 752167435

RED STONE UNITED LTD
PO BOX 382416
DUNCANVILLE, TEXAS 751382416

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

BROOMFIELD KATHEO L
611 ORIOLE BLVD APT 1502
DUNCANVILLE, TEXAS 751163558

AMTEX PROPERTY GROUP
HOLDINGS LLC
6688 EXCELSIOR PL
FRISCO, TEXAS 750357228

CASTILLO ANGELA MARIE
611 ORIOLE BLVD #1102
DUNCANVILLE, TEXAS 751163557

PRESTIGE TEXAS PPTIES LLC
2550 E TRINITY MILLS RD STE 13
CARROLLTON, TEXAS 750062075

CACACE DONNA
611 ORIOLE BLVD #1001
DUNCANVILLE, TEXAS 751163557

BROWN RONNIE
611 ORIOLE BLVD #1002
DUNCANVILLE, TEXAS 751163557

DOMINGUEZ MARI
611 ORIOLE BLVD APT 1004
DUNCANVILLE, TEXAS 751163557

BROWN ROBBIN &
BELL MALCOLM VELENZO
611 ORIOLE BLVD APT 902I
DUNCANVILLE, TEXAS 751165219

PUENTE CLAUDIA
611 ORIOLE BLVD #0903
DUNCANVILLE, TEXAS 751165219

LARSON PATRICIA D
#901
611 ORIOLE BLVD APT 901
DUNCANVILLE, TEXAS 751165219

BOSQUE BROTHERS HOLDINGS LLC
SERIES 611OB904
445 E FM 1382 STE 3 BOX 167
CEDAR HILL, TEXAS 751040000

COOK SHAKENA
UNIT 801
611 ORIOLE BLVD UNIT 801
DUNCANVILLE, TEXAS 751165218

SANCHEZ DANIEL
BLDG H UNIT 803
611 ORIOLE BLVD
DUNCANVILLE, TEXAS 751163556

RENTPLICITY INVESTMENTS LLC
904 GINGER TRL
DESOTO, TEXAS 751151538

SALAZAR ESTHER
611 ORIOLE BLVD # 804
DUNCANVILLE, TEXAS 751165218

WHEATLEY DAVID
611 ORIOLE BLVD APT 703
DUNCANVILLE, TEXAS 751165217

IMTIAZ MOHAMMAD &
NASHRA SHAMIN
611 ORIOLE BLVD STE 702
DUNCANVILLE, TEXAS 751165217

CLARK DYNETTE
7514 CARVER AVE
TEXAS CITY, TEXAS 775913632

EQUITY TRUST CO CUSTODIAN
FBO GAYLON RAY NEUMANN
PO BOX 3574
CEDAR HILL, TEXAS 751063574

CLAYBORN ROBERTA
UNIT 603 F
611 ORIOLE BLVD APT 603F
DUNCANVILLE, TEXAS 751165216

WARD ELMER D &
WARD FLORECITA A
1603 JUNIOR DR
DALLAS, TEXAS 752082425

CLUSE TROI JAZMINE
UNIT 602
611 ORIOLE BLVD UNIT 602
DUNCANVILLE, TEXAS 751165216

SIJUWADE FAMILY TRUST
1210 MISSION ST
DUNCANVILLE, TEXAS 751370000

39 notices mailed out

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

B H INDUSTRIAL LLC
SUITE 600
11111 SANTA MONICA BLVD
LOS ANGELES, CALIFORNIA 900253333

BROOMFIELD KATHEO L
611 ORIOLE BLVD APT 1502
DUNCANVILLE, TEXAS 751163558

AMTEX PROPERTY GROUP
HOLDINGS LLC
6688 EXCELSIOR PL
FRISCO, TEXAS 750357228

CASTILLO ANGELA MARIE
611 ORIOLE BLVD #1102
DUNCANVILLE, TEXAS 751163557

PRESTIGE TEXAS PPTIES LLC
2550 E TRINITY MILLS RD STE 13
CARROLLTON, TEXAS 750062075

CACACE DONNA
611 ORIOLE BLVD #1001
DUNCANVILLE, TEXAS 751163557

BROWN RONNIE
611 ORIOLE BLVD #1002
DUNCANVILLE, TEXAS 751163557

DOMINGUEZ MARI
611 ORIOLE BLVD APT 1004
DUNCANVILLE, TEXAS 751163557

BROWN ROBBIN &
BELL MALCOLM VELENZO
611 ORIOLE BLVD APT 902I
DUNCANVILLE, TEXAS 751165219

PUENTE CLAUDIA
611 ORIOLE BLVD #0903
DUNCANVILLE, TEXAS 751165219

LARSON PATRICIA D
#901
611 ORIOLE BLVD APT 901
DUNCANVILLE, TEXAS 751165219

BOSQUE BROTHERS HOLDINGS LLC
SERIES 611OB904
445 E FM 1382 STE 3 BOX 167
CEDAR HILL, TEXAS 751040000

COOK SHAKENA
UNIT 801
611 ORIOLE BLVD UNIT 801
DUNCANVILLE, TEXAS 751165218

SANCHEZ DANIEL
BLDG H UNIT 803
611 ORIOLE BLVD
DUNCANVILLE, TEXAS 751163556

RENTPLICITY INVESTMENTS LLC
904 GINGER TRL
DESOTO, TEXAS 751151538

SALAZAR ESTHER
611 ORIOLE BLVD # 804
DUNCANVILLE, TEXAS 751165218

WHEATLEY DAVID
611 ORIOLE BLVD APT 703
DUNCANVILLE, TEXAS 751165217

IMTIAZ MOHAMMAD &
NASHRA SHAMIN
611 ORIOLE BLVD STE 702
DUNCANVILLE, TEXAS 751165217

CLARK DYNETTE
7514 CARVER AVE
TEXAS CITY, TEXAS 775913632

EQUITY TRUST CO CUSTODIAN
FBO GAYLON RAY NEUMANN
PO BOX 3574
CEDAR HILL, TEXAS 751063574

CLAYBORN ROBERTA
UNIT 603 F
611 ORIOLE BLVD APT 603F
DUNCANVILLE, TEXAS 751165216

WARD ELMER D &
WARD FLORECITA A
1603 JUNIOR DR
DALLAS, TEXAS 752082425

CLUSE TROI JAZMINE
UNIT 602
611 ORIOLE BLVD UNIT 602
DUNCANVILLE, TEXAS 751165216

SIJUWADE FAMILY TRUST
1210 MISSION ST
DUNCANVILLE, TEXAS 751370000

ORDINANCE NO. 2500

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, TO GRANT A SPECIFIC USE PERMIT FOR A BANQUET OR EVENT CENTER IN AN EXISTING GOR, GENERAL OFFICE/RETAIL DISTRICT, ON REAL PROPERTY LOCATED AT 320 EAST CAMP WISDOM ROAD, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED AS BLOCK P, LOT 2R, FAIRMEADOWS VILLAGE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein;

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be and the same are hereby amended to grant a Specific Use permit for a Banquet or Event Center in an existing GOR, General Office/Retail District, on real property located at 320 East Camp Wisdom Road, City of Duncanville, Dallas County, Texas and more particularly described as Block P, Lot 2R, Fairmeadows Village.

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 as amended herein, subject to the following special conditions:

A. Alcohol beverages may be provided by customers or caterer only in connection with a special event conducted on the interior of the premises in compliance with the Texas Alcoholic Beverage Act and applicable regulations.

B. Alcohol may only be delivered and consumed on the interior of the building and is subject to Texas Alcoholic Beverage Commission (TABC) and City regulations.

C. At least one off-duty uniformed Texas licensed peace officer shall be present to be on site for special events where alcohol beverages are served or consumed.

D. Hours of operation for events shall be from 7:00 a.m. to 12:00 a.m. Sunday through Thursday and Friday and Saturday 7:00 a.m. to 2:00 a.m.

E. The Specific Use permit shall be granted for a three (3) year period and shall expire on the three (3) year anniversary date from the effective date of this ordinance, unless revoked sooner or extended by the City Council.

SECTION 3. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of December, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

4863-1695-0932, v. 1

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney