



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 19, 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 19, 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 19, 2023.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, December 19, 2023
- First Name, Last Name, and Address

WORK SESSION / BRIEFING**1. DISCUSS AGENDA ITEMS****2. CITY COUNCIL CALENDAR****3. BRIEFINGS / PRESENTATIONS**

- | | | |
|----|---|-------|
| A. | Boards and Commissions Updates
Boards and Commissions Updates | 6 - 7 |
| B. | Council to consider selecting three members to serve on the Charles F. Ladd Nature Preserve Master Plan RFQ evaluation committee.
Ladd Master Plan RFQ Committee | 8 |

4. EXECUTIVE SESSION

- A. The City Council shall convene into closed executive session pursuant to Sections 551.071, 551.076 and 551.089 of the Texas Gov't Code, to deliberate and consider the status of FY2021-2022, and to consider past and current auditor and audits; and, regarding security of municipal funds deployment and implementation of security measures and internet transactions, payment and banking security and related topics; and, to seek legal advice from the City Attorney regarding the same and take necessary action

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

- | | | |
|----|---|--------|
| A. | Recognition of Keep Duncanville Beautiful Winter 2023 Curb Appeal Residential Properties.
Keep Duncanville Beautiful Winter 2023 Curb Appeal | 9 - 13 |
|----|---|--------|

- | | | |
|----|--|---------|
| B. | Presentation of the Keep Duncanville Beautiful Winter 2023 Business Beautification Award Plaque and Proclamation to Alfonso's Breakfast Burritos located at 306 N. Cedar Ridge Dr.
Summer 2023 Business Beautification Award - Red Bird Lanes | 14 - 17 |
| C. | Recognize the award recipients of the 2023 Christmas Parade float contest.
Christmas Parade Winners | 18 - 19 |

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

- | | | |
|----|--|---------|
| A. | Consider the Minutes for the December 5, 2023 City Council Regular Meeting.
City Council - 05 Dec 2023 - Minutes | 20 - 25 |
| B. | Consider a Resolution authorizing a sole source agreement with Stryker Corporation for annual maintenance, service repairs and parts for the LifePak 15 cardiac monitoring/defibrillator devices and Lucas chest compression devices in the expenditure amount of \$55,282.80.
Agreement with Stryker Corporation | 26 - 38 |
| C. | Consider a Resolution approving a Beverage Agreement with Coca-Cola Refreshments, USA, Inc. for the beverage rights at the Duncanville Fieldhouse.
Beverage Agreement with Coca-Cola Refreshments, USA, Inc. at the Duncanville Fieldhouse | 39 - 56 |

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|--|---|-----------|
| D. | Consider an Ordinance creating Classified Positions under Civil Service in the Police and Fire Departments; providing for a Pay Scale under Civil Service; repealing all Ordinances in conflict herewith; and, providing a severability clause; providing a repealing clause.
Adoption of Civil Service Step Pay Plan Adjustment | 57 - 69 |
| E. | Consider a Resolution authorizing a cooperative purchasing agreement with OMNIA Partners; and authorizing a contract with Fastenal for the purchase of Maintenance, Repair, and Operations Supplies and Related Services through OMNIA Partners Contract R192001 for a one-year term, with the option to renew up to four additional one-year terms, in an estimated amount not to exceed \$275,000.00, subject to appropriation.
Fastenal | 70 - 77 |
| F. | Consider a Resolution awarding a bid and authorizing a purchasing agreement with Versalift Southwest, LLC, for a Versalift VST-40-MHI Bucket Truck on a 2023 Chevrolet 5500 chassis in the expenditure amount of \$168,586.86.
Bucket Truck Purchase | 78 - 91 |
| G. | Consider an Ordinance amending the FY 2023-2024 budget by appropriating fund balance resources to replenish funds utilized for an emergency purchase of Uninterrupted Power Supply (UPS) equipment and amending expenditures.
FY 2024 Budget Amendment - Emergency Purchase - Information Technology Power Supply | 92 - 97 |
| H. | Consider a resolution requesting to extend the original Council authorization of \$90,000 by an additional \$33,100.00 to support the current year's audit. Funding for the requested action is contained in the current year's budget by adjusting departmental expenditures.
FY24 Renewal - Bey Accounting & Bookkeeping Services | 98 - 105 |
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5. ITEMS FOR INDIVIDUAL CONSIDERATION | | |
| A. | Take any necessary action as a result of the Executive Session. | |
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6. STAFF AND BOARD REPORTS | | |
| A. | Receive the Fiscal Year 2022-2023 Fourth Quarter Investment Report as of September 30, 2023.
FY2023 Q4 Investment Report as of September 30, 2023 | 106 |
| B. | Receive the Monthly Financial Report as of October 31, 2023.
Monthly Financial Report as of October 31, 2023 | 107 - 108 |
| C. | Receive the Parks and Recreation Department Quarterly Report
Parks and Recreation Department Quarterly Report | 109 - 122 |
| D. | Receive the Library Quarterly Report
Library Quarterly Report | 123 - 133 |

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 15, 2023, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Boards and Commissions Updates

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:

1. Request from Alex Hamby, liaison for the Arts Commission, to move murals from Keep Duncanville Beautiful to the Arts Commission. We have met with Keep Duncanville Beautiful liaison Tyler Agee on this proposal, and he is agreeable to the change if approved.
2. Request from Tyler Agee, liaison for Keep Duncanville Beautiful, and Jeremy Tennant, former liaison for Neighborhood Vitality Commission, to merge these two boards due to inability to achieve quorum and lack of membership interest.

POLICY EXPLANATION:

1. Request from Alex Hamby, liaison for the Arts Commission, to move murals from Keep Duncanville Beautiful to the Arts Commission. We have met with Keep Duncanville Beautiful liaison Tyler Agee on this proposal, and he is agreeable to the change if approved.
2. Request from Tyler Agee, liaison for Keep Duncanville Beautiful, and Jeremy Tennant, former liaison for Neighborhood Vitality Commission, to merge these two boards due to inability to achieve quorum and lack of membership interest.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Discussion on proposed changes.
2. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Council to consider selecting three members to serve on the Charles F. Ladd Nature Preserve Master Plan RFQ evaluation committee.

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 Leisure Services
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:

Responses to the RFQ have been received. A committee will be established to evaluate the proposals.

POLICY EXPLANATION:

A maximum of three Councilmembers can serve on the evaluation committee.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Select up to three Councilmembers for the evaluation committee.



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Recognition of Keep Duncanville Beautiful Winter 2023 Curb Appeal Residential Properties.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Tyler Agee, Assistant Director of Parks and Recreation/KDB Staff Liaison

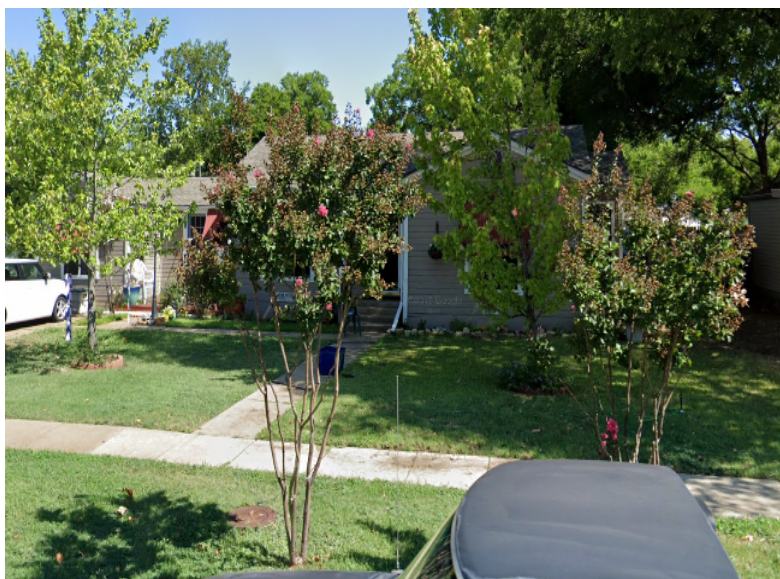
BACKGROUND/HISTORY:

The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Curb Appeal Program was designed to fulfill this goal for residential property recognition. The properties chosen for the Winter 2023 Curb Appeal Residential Properties include:

District 1: Jan Watts
1106 Spring Lake Dr.
Duncanville, TX 75137



District 2: Tina Cain
231 Moore St.
Duncanville, TX 75116



District 3: Jose Juarez
415 E. Magnolia Ln.
Duncanville, TX 75137



District 4: Juana Garcia
707 Delphi Dr.
Duncanville, TX 75137



District 5: Francisco Cantu
306 Woodhaven Blvd.
Duncanville, TX 75116



POLICY EXPLANATION:

One residential property for each of the five Council Districts in Duncanville is recognized each season for significant improvements to the exterior portion of the residence, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards. Upon approval from the property owners, each recipient receives a sign placed in their yard for a period of one month as well as a bag of gardening gifts, and recognition at a regular City Council meeting.

A Keep Duncanville Beautiful (KDB) Board sub-committee selects the Curb Appeal properties for nomination – one property per sub-committee member.

The KDB Board follows the criteria identified below:

- Property must be located within the city limits of Duncanville, Texas
- Neatness
- Flowers not mandatory
- House in good condition
- Landscaping consistent with building
- Overall maintenance (i.e. paint, shrubs etc.)
- Subjective

No seasonal decorations are considered in the judging.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

N/A



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Presentation of the Keep Duncanville Beautiful Winter 2023 Business Beautification Award Plaque and Proclamation to Alfonso's Breakfast Burritos located at 306 N. Cedar Ridge Dr.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Tyler Agee, Assistant Director of Parks and Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:

The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Business Beautification Award was designed to fulfill this goal for commercial property recognition. The KDB Board has nominated Alfonso's Breakfast Burritos located at 306 N. Cedar Ridge Dr. as the Winter 2023 Business Beautification Award recipient.

POLICY EXPLANATION:

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

The Keep Duncanville Beautiful (KDB) Board nominates the Business Beautification Award. The property must be in good standing with the City's Planning and Neighborhood Services and Utility Billing Departments.

The KDB Board follows the criteria identified below:

- Property must be retail/professional office/commercial/industrial or other business use.
- Property must be located within the city limits of Duncanville, Texas.

- Significant exterior improvements and/or superior maintenance of the property must be made to the property, or the property is new construction.

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

FUNDING SOURCE:

ORG and Object Number

12011800-700230

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$75.00	\$75.00	\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - Alfonso's Breakfast Burritos](#)

[Proclamation - Keep Duncanville Beautiful Business Beautification Award](#)



OFFICE OF THE MAYOR



Duncanville
City of Champions

Proclamation

- WHEREAS,** the City of Duncanville is committed to improving the physical quality of community life; and
- WHEREAS,** the *Keep Duncanville Beautiful Board* was established to promote this commitment; and
- WHEREAS,** the mission of the *Keep Duncanville Beautiful Board* is to empower Duncanville citizens and businesses to take responsibility for enhancing their community environment; and
- WHEREAS,** each quarter the *Keep Duncanville Beautiful Board* recognizes one commercial property within the City for significant improvements to the exterior portion of the property, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards; and
- WHEREAS,** Alfonso's Breakfast Burritos located at 306 N. Cedar Ridge Dr. has been selected as the Business Beautification Award recipient for Winter 2023.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating Alfonso's Breakfast Burritos located at 306 N. Cedar Ridge Dr. and commending this business for contributing to the beautification of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 19th day of December, 2023.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Recognize the award recipients of the 2023 Christmas Parade float contest.

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

Angela Owens, Special Events Planner

BACKGROUND/HISTORY:

The Duncanville Christmas Parade and Tree Lighting event was held on Friday, December 1, 2023. The annual lighted parade includes judging of the float entries in three categories: Best Float, Best Use of Lights, and Grand Marshal's Choice. Judges included Mayor Barry L. Gordon, Mayor Pro Tem Greg Contreras, and Grand Marshal Charlene Stringer. The 2023 winners were the following:

Best Float - Charlton Methodist Medical Center

Best Use of Lights - Duncanville Girls Softball Association

Grand Marshal's Choice - Duncanville Parks and Recreation Advisory Board

Each organization has been contacted and invited to the meeting to receive their respective trophy.

POLICY EXPLANATION:

There are no policies associated with this agenda item.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

There is no action to be taken with this agenda item.

Draft

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

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, December 5, 2023, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Councilmember Joe Veracruz

WORK SESSION / BRIEFING

1. **DISCUSS AGENDA ITEMS**
Mayor Gordon read the item into the record, and Interim City Manager Brown reviewed each item.
2. **CITY COUNCIL CALENDAR**
City Secretary Chiquita Taylor reviewed the council calendar.
3. **BRIEFINGS / PRESENTATIONS**
 - A. ***Discussion about creating an ordinance to prohibit parking along I-20 service roads.***
Mayor Gordon asked if we could create an ordinance for property that does not belong to the city. City Attorney Hager stated we could as we have jurisdictional authority to create the ordinance. Mr. Hager is drafting an ordinance for this item.

In the interest of time, Mayor Gordon moved the executive session to the end of the meeting.

Briefing Session was adjourned at 7:05 p.m.

EXECUTIVE SESSION

The Executive Session was called into session at 9:35 p.m. and City Attorney Hager read the item into record.

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

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. 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***
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.***

Draft

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 7:14p.m. with Mayor Gordon presiding.

Councilmember Gooden delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

- A. Mayor's Report.**
Mayor Gordon thanked the staff for the wonderful Christmas Parade and event. Gave recognition to Methodist Charlton and Duncanville Girl's Softball as float winners.
- B. Councilmembers' Reports**
Councilmember Gooden and Councilmember McBurnett thanked staff for the Christmas event.
Councilmember McBurnett commended the Duncanville Panthers football team for remaining in the playoffs.
Councilmember Koontz stated January 8th will be the new city manager's first day and thanked Interim City Manager Robert Brown and Interim Assistant City Manager David Kees and staff for their continued work.
Councilmember Contreras stated we lost a longtime resident and Lion's club member Norma Flatt and asked that we keep the family in our prayers.
- C. City Manager's Report.**
ICM Brown expressed his condolences to Councilmember Veracruz on the loss of a family member. He thanked the staff for the Christmas event. Mr. Brown welcomed Irrigation Coordinator Sergio Molina as part of the Parks staff and Raqheal Payne as the Emergency Management Specialist. Mr. Brown stated new City Manager Douglas Finch expressed his gratitude for welcoming him and his wife to the city.

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

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

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

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

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

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

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

No citizen comments.

Draft

4. **CONSENT AGENDA**

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

- A. ***Consider the Minutes for November 21, 2023 City Council Regular Meeting.***
- B. ***Council to consider adopting a resolution establishing the Council's Rules of Procedure for 2023 and 2024.***

This item is requested to be tabled by Councilmember McBurnett. Mayor Gordon requested additional input from the council.

TABLED

- 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).***

Council votes for Michael Hurtt by unanimous agreement.

- 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.***
- 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 exceed \$130,000.00.***

Councilmember Koontz asked if we were satisfied with the performance of the software. IT Director Gwendolyn Spencer stated we were satisfied, and this upgrade also provides training which will assist in the training of new employees. Councilmember McBurnett asked if this is an expense each year. Ms. Spencer stated yes this is as it is for the maintenance of the software.

- 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.***

Councilmember Gooden asked Ms. Spencer about the investment assessment. Ms. Spencer stated after three years Tyler comes in the assess the use of the product and do an assessment. We will reimplement the parts of the software we are not currently using. Ms. Gooden asked if additional resources will be needed after the reimplementation. Ms. Spencer stated she did not think we would need additional resources. Mr. Brown stated part of the issue is turnover in departments. Ms. Gooden asked if we would continue to train staff. Ms. Spencer stated there are days in the contract for training. Councilmember McBurnett asked about the cost. Ms. Spencer stated the amount was given by Tyler with 18 weeks for implementation. The amount is for the reimplementation. Councilmember Contreras asked about the implementation and reimplementation. Ms. Spencer stated we implemented the software previously and did not go live. We had a choice to implement MyGov or EnerGov. MyGov has increased in price significantly. We have chosen to go with EnerGov. Implementation is up to eighteen weeks. Mayor Gordon asked for a status of the implementation as it moves through the process. Councilmember McBurnett asked if we have the staff to do this implementation. Ms. Spencer stated there will be a project manager at this implementation. Managing Director of Development Services Gus Garcia stated Building Official Kurt Kasson who has experience with the software would be the project manager.

Draft

- 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.**

Councilmember McBurnett requested updates on this implementation.

- 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.**
- 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.**
- 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.**

Mr. Hager stated this is a one-year agreement as the current agreement does not have a performance standard.

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

5. **ITEMS FOR INDIVIDUAL CONSIDERATION**

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

City attorney Hager read the motion to approve and ratify the opt-out of the class action settlement in cause styled as City of Camden v. El DuPont De Nnemours, et al and, city of Camden v. 3M Company in cause numbers 2:23-cv-03147-RMG, and 2:23-cv-2873-RMG, and authorize the Interim City Manager or successor to execute the appropriate.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Jeremy Koontz seconded the motion. The roll call vote was 6 for, 0 against, with Councilmember Joe Veracruz absent.

No action as a result of executive session item two.

- 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.**

Senior Planner Nathan Warren presented this item. Ordinance No. 2462 was ordained and adopted.

The property owner never exercised the ability to use property for short-term rentals.

Opened public hearing at 7:32pm

None in favor
None opposed.

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 Councilmember Joe Veracruz absent.

Public hearing closed at 7:33p.m.

Draft

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

APPROVED

Mayor Gordon recessed city council meeting at 7:36pm. and convened into executive session under Consultation with City Attorney

Executive Session convened at 7:38pm.
Executive session was closed at 7:59pm.

Council reconvened into regular session at 8:01pm.

- 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.***

Mr. Warren presented this item. Request is to obtain a Special Use Permit for a Banquet or Event Center on the property. The current zoning is GOR (General Office Retail).

Mayor Gordon opened the public hearing at 8:07pm.

Spoke in Favor:

Shaquinta Ladd
308 Glencairn Dr.
Dallas, TX

Jessica Figaro (owner)
320 E. Camp Wisdom Rd.

Milan Allen
1905 Duskwood Drive
Lancaster, TX

Spoke in opposition:

Patricia Ebert
115 S Greenstone

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

Public hearing closed at 8:19pm

Councilmember Contreras stated he is concerned with granting special use permits. He asked when the application was submitted. Mr. Warren stated the original application was for an Art Studio submitted in June of this year. Mr. Garcia stated we became aware of their operating out of compliance for the first time on July 10, 2023.

Councilmember Koontz stated information had been provided that we had not seen or heard. We have a tool to mold the city into the way we would like it to look and that is the comprehensive plan. He stated we need to stick with the comprehensive plan. Councilmember Cherry asked if staff are aware of any complaints against the business. Mr. Warren stated no they had not received any complaints. Councilmember Gooden asked if the concerns expressed by staff have been corrected. Mr. Garcia stated there was concern on the use of culinary art. This was posed to the city attorney.

Draft

Mayor Gordon expressed the business plan in the packet was exceptional. His concerns are the three year term. He asked if the owners today continue to operate in violation of the ordinance. Mr. Warren responded yes. Mayor Gordon has concerns that the proposed use is not consistent with the goals and objectives of the city. After future discussion, Mayor Gordon proposed prohibiting body painting and limiting the hours of operation to 12:00am. The applicant voiced concerns about limiting the hours of operation on Friday and Saturdays to 12:00a.m.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Jeremy Koontz seconded the motion. The vote was cast 2 for, 4 against (Mayor Barry L. Gordon, Councilmember Don McBurnett, Councilmember Jeremy Koontz, and Mayor Pro Tem Greg Contreras), with Councilmember Joe Veracruz absent.

ITEM FAILED

6. STAFF AND BOARD REPORTS

ADJOURNMENT

The meeting was adjourned at 10:14p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Consider a Resolution authorizing a sole source agreement with Stryker Corporation for annual maintenance, service repairs and parts for the LifePak 15 cardiac monitoring/defibrillator devices and Lucas chest compression devices in the expenditure amount of \$55,282.80.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Sam Rohde, Fire Chief

BACKGROUND/HISTORY:

Duncanville Fire Department carries LifePak 15 cardiac monitoring/defibrillator devices on all front line apparatus, and carry Lucas chest compressions devices on both MICUs, E271 and Q272. The LifePak 15 cardiac monitoring/defibrillator devices are used to perform manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG, and vital sign monitoring. The Lucas chest compression device is used to deliver high-quality, guidelines-consistent chest compressions to sudden cardiac arrest patients; in the field, on the move and in the hospital.

POLICY EXPLANATION:

The LifePak 15 cardiac monitoring/defibrillator devices and Lucas Chest Compression devices requires annual maintenance, service repairs and parts. Stryker Corporation is a sole source vendor and the only authorized vendor to provide services on both of these devices.

Authorization of this agreement allows staff to contract services on an annual basis through August 14, 2027 with a expenditure amount not to exceed \$55,282.80 through the term of the (4) four year contract period. Annual expenditure amounts include FY24 - \$15,268.20 (This includes the annual maintenance cost and a modem), FY25 - \$13,338.20, FY26 - \$13,338.20, FY27 - \$13,338.20.

Funding amounts listed below are for FY24, as FY25 - FY27 budgets have not been approved yet.

FUNDING SOURCE:

ORG and Object Number

01077300-700451 (ADVANCED LIFE SUPPORT - SERVICE AGREEMENTS) - \$15,268.20 (FY24);
\$13,338.20 (FY25); \$13,338.20 (FY26); \$13,338.20 (FY27)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$18,970.00 (FY24)	\$15,268.20 (FY24)	\$3,701.80 (FY24)

ACTION ALTERNATIVES:

1. Approve an agreement with Stryker Corporation for annual maintenance, service repairs and parts for the LifePak 15 cardiac monitoring/defibrillator devices and Lucas chest compression devices in the expenditure amount of \$55,282.80.
2. Do not approve an agreement with Stryker Corporation for annual maintenance, service repairs and parts for the LifePak 15 cardiac monitoring/defibrillator devices and Lucas chest compression devices in the expenditure amount of \$55,282.80.
3. Other actions as directed by Council.

ATTACHMENTS:

[Stryker - customerletter_solesourceprovider](#)

[scan_lacey.freeman_2023-11-03-12-44-01](#)

[Exhibit A - Duncanville 4 Year 2023](#)

[Resolution No. - 2023-157 - AGREEMENT WITH STRYKER CORPORATION FOR ANNUAL MAINTENANCE, SERVICE REPAIR AND PARTS - Pdf](#)



November 2023

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

Copyright © 2021 Stryker

GDR 3321967_N

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

Purchase Order Form



Account Manager : Gary Montana
 Cell Phone : (817) 846-0415

Purchase Order Date : 10-30-2023 10:57:00 -0400
 Expected Delivery Date :
 Stryker Quote Number : 10809648
 Customer PO Number :

Bill To	Customer # : 20130326
Company Name :	DUNCANVILLE FIRE DEPT
Contact or Department :	
Street Address :	POBox 380280
Add'l Address Line :	
City, ST, ZIP :	, 75138-0280
Phone :	

Authorized
 Customer _____
 Initials

Sold To / End User	Customer # : 20037223
Company Name :	DUNCANVILLE FIRE DEPT
Contact or Department :	
Street Address :	1530 S MAIN ST
Add'l Address Line :	
City, ST, ZIP :	DUNCANVILLE, Texas, 75137-4002
Phone :	

Authorized
 Customer _____
 Initials

Deliver To	Customer # : 20037223
Company Name :	DUNCANVILLE FIRE DEPT
Contact or Department :	
Street Address :	1530 S MAIN ST
Add'l Address Line :	
City, ST, ZIP :	DUNCANVILLE, Texas , 75137-4002
Phone :	

Authorized
 Customer _____
 Initials

Description	Total
Duncanville FD Modem x1	\$1,930.00

Total : \$1,930.00

Attachment: Stryker Quote Number : 10809648

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Purchase Order Form



Accounts Payable Contact Information

Name :

Email :

Phone :

Authorized Customer Signature

Name :

Title :

Signature :

Date :

Attachment: Stryker Quote Number : 10809648

Stryker Terms and Conditions
www.strykeremergencycare.com/terms



One Year Prevent Onsite

Quote Number: 10815405
 Version: 1
 Prepared For: DUNCANVILLE FIRE DEPT
 Attn:

Rep:
 Email:
 Phone Number:

GPO: EMS

Service Rep:

Quote Date: 11/08/2023
 Expiration Date: 11/23/2023
 Contract Start: 08/15/2023
 Contract End: 08/14/2027

Email:

Delivery Address

Name: DUNCANVILLE FIRE DEPT
 Account #: 20037223
 Address: 1530 S MAIN ST
 DUNCANVILLE
 Texas 75137-4002

Bill To Account

Name: DUNCANVILLE FIRE DEPT
 Account #: 20130326
 Address: POBox 380280
 75138-0280

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	48	3	\$2,204.00	15.0%	\$7,493.60	\$22,480.80
2.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR 01/15/2024 - 01/14/2028 ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	48	1	\$2,204.00	15.0%	\$7,493.60	\$7,493.60
3.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	48	4	\$1,719.00	15.0%	\$5,844.60	\$23,378.40
ProCare Total:								\$53,352.80

Price Totals:



One Year Prevent Onsite

Quote Number: 10815405
 Version: 1
 Prepared For: DUNCANVILLE FIRE DEPT
 Attn:

Rep:
 Email:
 Phone Number:

GPO: EMS
 Quote Date: 11/08/2023
 Expiration Date: 11/23/2023
 Contract Start: 08/15/2023
 Contract End: 08/14/2027

Service Rep:
 Email:

 Authorized Customer Signer (Printed) Date

 Stryker Authorized Signature (Printed) Date

 Authorized Customer Signature Date

 Stryker Authorized Signature Date

 Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	45669983
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46102219
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46111577
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	47919691
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35173131
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35173132
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35173133
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35173134

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.stryker.com/slnc

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020



LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

RESOLUTION NO. 2023-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A SOLE SOURCE AGREEMENT WITH STRYKER CORPORATION FOR ANNUAL MAINTENANCE, SERVICE REPAIR AND PARTS FOR LIFEPAK 15 CARDIAC MONITORING/DEFIBRILLATOR DEVICES AND LUCAS CHEST COMPRESSION DEVICES IN EXPENDITURE AMOUNT OF \$55,282.80 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide annual maintenance, service repairs and parts for the LifePak 15 cardiac monitoring/defibrillator devices and Lucas chest compression devices; and

WHEREAS, the City of Duncanville has obtained a four-year quote for annual maintenance, service repairs and parts; and

WHEREAS, Stryker Corporation is the sole source provider of an available ambulance; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a sole source agreement with Stryker Corporation for annual maintenance, service repairs and parts for the LifePak 15 cardiac monitoring/defibrillator devices and Lucas chest compression devices in the expenditure amount of \$55,282.80.

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

SECTION 1. The City Council of the City of Duncanville does hereby authorize a sole source agreement with Stryker Corporation to purchase annual maintenance, service repairs and parts for the LifePak 15 cardiac monitoring/defibrillator devices and Lucas chest compression devices through a four-year contract term incorporated herein as Exhibit A with an estimated potential full contract term expenditure not-to-exceed \$55,282.80 (FY24 - \$15,268.20, FY25 - \$13,338.20, FY26 - \$13,338.20, FY27 - \$13,338.20); and

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

SECTION 3. The City Council of the City of Duncanville has budgeted funds available in available accounts 01077300-700451 for annual maintenance, service repairs and parts for the LifePak 15 cardiac monitoring/defibrillator devices and Lucas chest compression devices; and

SECTION 4. That Stryker Corporation recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

SECTION 5. 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 19th 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 - 19 Dec 2023

TITLE:

Consider a Resolution approving a Beverage Agreement with Coca-Cola Refreshments, USA, Inc. for the beverage rights at the Duncanville Fieldhouse.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**

STAFF RESPONSIBLE:

Craig Brasfield, Fieldhouse General Manager
Bart Stevenson, Director of Parks and Recreation
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:

In 2017, the City of Duncanville partnered with Coca-Cola Refreshments, USA, Inc. for a 5-year beverage agreement for beverage rights at the Duncanville Fieldhouse. The 5-year beverage agreement was January 1, 2017 through December 31, 2022, or until the City purchased 12,625 standard physical cases and 650 gallons/standard physical cases of products, whichever occurred last. Due to the COVID-19 pandemic, the agreement was extended until the total number of cases was purchased which occurred in June 2023.

The City initiated the formal bid process seeking a new partner for pouring rights at the Duncanville Fieldhouse. Advertisement for bid was posted via PublicPurchase.com and the Focus Daily News on June 21 and 28, 2023. The City held a non-mandatory Pre-Proposal Meeting on July 7, 2023, at 10:00 AM. Completed bids were due at 2:00 PM on July 27, 2023, with only one bid received from Coca-Cola Refreshments, USA, Inc.

City staff has been working diligently with Coca-Cola for several months to establish a new agreement to continue the previous partnership. The pouring rights agreement will set the price of products the City will purchase for resale at the Fieldhouse and a rebate will be paid to the City for the right to be the exclusive beverage provider at the facility. Staff, the City Attorney, and the

representatives from Coca-Cola Refreshments, USA, Inc. reached an agreement on the terms, and the highlights of the agreement include:

1. It is a 5-year agreement through 2028.
2. Coca-Cola Refreshments, USA, Inc. will be the exclusive provider of beverages for the Fieldhouse, including soda, sports drinks, and water. It does not include coffee, tea, or dairy products.
3. Coca-Cola Refreshments, USA, Inc. will be the sole advertiser of beverages in the facility. The agreement includes twelve (12) banners to be placed below every scoreboard in the Fieldhouse, a minimum of three (3) Product banners in the concession space at the Fieldhouse, and brand messaging on all digital monitors in the Fieldhouse.
4. Coca-Cola Refreshments, USA, Inc. will provide all refrigerated and dispensing equipment at no cost to the City.
5. The City will receive a \$5,000.00 annual sponsorship payment for each agreement year.
6. The City will also receive a \$5,000.00 Body Armor Marketing Fund annual payment, of which up to \$2,500.00 will be used to support mutually agreed upon promotional and marketing activities, onsite facility activations, and/or retail/food service promotions and up to \$2,500.00 of which will be used for products for promotional events.
7. The City will receive a rebate of \$5.00 - \$7.50 per case of product purchased as defined in Beverage Agreement Section 6c.
8. Coca-Cola Refreshments, USA, Inc. will provide up to 150 standard physical cases of either 12oz Cans of Bottler's choosing or 500ML Dasani complimentary to the City.

The City anticipates receiving \$15,000.00 for FY24 in product rebates based on the expected sale of 1,800 cases for the fiscal year. With the addition of the \$5,000.00 annual fee, the City will receive \$20,000.00 in revenues in FY24. We conservatively anticipate approximately \$20,000.00 per year in rebates for the following four years of the agreement, and this projection could be low with the continued growth of the Duncanville Fieldhouse.

POLICY EXPLANATION:

The City anticipates spending \$400,000.00 over the 5-year agreement, with an additional amount not to exceed 15% of the total contract value, for price changes on Coke products to be sold at the Fieldhouse. As such, Council approval is required for the expenditures anticipated with this agreement. The revenues from product sales will result in a profit for the Fieldhouse in addition to the rebate revenue from Coca-Cola Refreshments, USA, Inc.; sufficient revenues will support all expenditures.

FY24 \$80,000.00

FY25 \$80,000.00

FY26 \$80,000.00

FY27 \$80,000.00

FY28 \$80,000.00

FUNDING SOURCE:

ORG and Object Number

45602000-700703 FIELDHOUSE CAFE/FOOD COURT BEV COSTS

Available Budget

Purchase Amount

After Encumber

\$89,944.50

\$80,000.00

\$9.944.50

ACTION ALTERNATIVES:

1. Approve a Beverage Agreement with Coca-Cola Refreshments, USA, Inc for beverage rights at the Duncanville Fieldhouse.
2. Do not approve a Beverage Agreement with Coca-Cola Refreshments, USA, Inc for beverage rights at the Duncanville Fieldhouse.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Coca-Cola Refreshments, USA Inc. Beverage Agreement Resolution No. - 2023-080 - Duncanville Fieldhouse Beverage Agreement with Coca-Cola Refreshments, USA, Inc. - Pdf](#)

BEVERAGE AGREEMENT

Date: November 24, 2023

Parties:

BOTTLER: Coca-Cola Southwest Beverages LLC
Two Lincoln Centre
5420 Lyndon B. Johnson Freeway, Suite 800
Dallas, Texas 75240

ACCOUNT: City of Duncanville
P.O. Box 380280
Attn: Duncanville Fieldhouse
Duncanville, Texas 75138

1. Definitions

(a) "Agreement Year" means each twelve-month period during the Term beginning with the first day of the Term.

(b) "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g., Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh at the Facility.

(c) "Products" shall mean Beverage products purchased directly from Bottler or sold through vending machines owned and stocked exclusively by Bottler.

(d) "Competitive Products" shall mean all Beverages which are not Products.

(e) "Concessionaire" means any current or future third-party food service provider under agreement with Account at the Facility that directly or indirectly relate to the service of Beverages.

(f) "Facility" shall mean the entire premises of Duncanville Fieldhouse, located at 1700 South Main Street, Duncanville, Texas 75137, including all currently existing and future buildings, and includes, without limitation, the grounds, all vending and concession areas, sidelines, benches, and locker rooms, branded and unbranded food service outlets and dining facilities.

2. Term: July 1, 2023 ("Effective Date") through June 30, 2028 ("Fee Period") or until such time as the Account has purchased and paid for **10,180 standard physical cases of bottle/can** Products and **870 gallons** of BIB Products ("Volume Commitment"), whichever time period is longer ("Term"). In the event the Agreement is extended beyond the Fee Period as a result of Account not fulfilling the

Volume Commitment, Bottler shall not be required to pay Account additional Sponsorship Fees (as defined in Section 6, Consideration).

3. Advertising Rights:

(a) Account hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products (i) at the Facility and (ii) in connection with the Facility. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facility.

(b) Account hereby grants Bottler the specific advertising rights and benefits as indicated on Exhibit A hereto, at the Facility as defined in 1(f) of this Agreement.

(c) Account agrees that Bottler's advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public at the Facility, as defined in 1(f) of this Agreement. The Products shall be prominently listed on any menu boards located at the Facility, as defined in 1(f) of this Agreement and all equipment dispensing Products shall be prominently identified with the appropriate trademarks/logos.

(d) Account further agrees that only Products will be dispensed in Bottler's equipment and that no other trademarked, equipment, coolers or containers will be permitted.

4. Sponsorship Rights

(a) Bottler will have the exclusive right to advertise the Products as the "Official" or "Exclusive" soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the Facility, as defined in 1(f) of this Agreement, during the term of this Agreement.

(b) Account hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the Account and Facility ("Account Marks") in connection with the promotion of Products, during the term of this Agreement. Such promotion may occur in advertising (TV, radio, and print), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler's customers. Bottler shall submit all promotional materials, packaging, vessels, ads (print, or otherwise), and any other advertising using the Account Marks to the General Manager of the Facility for written approval prior to advertising.

(c) Account will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with Account Marks in connection with the Facility as defined in 1(f) of this Agreement, the Facility, as defined in 1(f) of this Agreement, or any of the Account Marks in connection with the Facility or the Facility (as defined in 1(f) of this Agreement) Marks in any advertising or promotional activity of any kind.

5. Product Rights

(a) Account hereby grants to Bottler the exclusive right to sell or distribute Beverages at the Facility, as defined in 1(f) of this Agreement. Account and/or its Concessionaires shall purchase all Products, (and cups, lids, and carbon dioxide, if applicable) directly from Bottler. No Competitive Products may be sold, dispensed, sampled, or served anywhere at the Facility, as defined in 1(f) of this Agreement.

(b) Account hereby grants to Bottler the exclusive Beverage vending rights at the Facility, as defined in 1(f) of this Agreement. Account agrees that Bottler shall have the right to place a minimum of

twelve (12) Beverage coolers and one (1) Fountain dispenser in mutually agreed upon locations at the Facility, as defined in 1(f) of this Agreement.

(c) During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreement, at no cost, that Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facility ("Equipment"). Account represents and warrants that electrical service at the Facility is proper and adequate for the installation of Equipment, and Account agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical services, in accordance with the provisions Texas law.

6. Consideration: In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to provide Account with the following:

(a) Sponsorship Fees. Bottler agrees to pay Account an aggregate of Twenty-Five Thousand Dollars (\$25,000.00) for the entire Term (the "Sponsorship Fees").

The Sponsorship Fees shall be paid in equal annual installments of Five Thousand Dollars (\$5,000.00). Each such installment shall be payable within sixty (60) days following the end of each Agreement Year in the Term. The Sponsorship Fees shall be deemed earned evenly over the Agreement Year for which they are paid.

(b) Pricing. Account shall be entitled to purchase Products from Bottler in accordance with the price schedule set forth in Exhibit B. Such prices shall remain in effect until June 30, 2024.

Thereafter, such prices will be subject to an annual increase of no more than five percent (5.0%) over the previous Agreement Year's price, except in the event of an increase in a component of Bottler's cost of goods, manufacture, or delivery, or increases in taxes, deposits and other government related fees in which case Bottler may increase prices to cover such increased costs. Annual price increases shall occur automatically on July 1st.

(c) Rebates. Bottler will pay Account a rebate of (i) Seven Dollars and Fifty Cents (\$7.50) for each standard physical case (i.e. 24 units) of 20oz PET Dasani, 20oz PET Smartwater, 20oz PET Sparkling, and 20oz PET Powerade Products that are purchased and paid for by Account for sale at the Facility during the Term and (ii) Five Dollars (\$5.00) for each standard physical case (i.e. 24 units) of 12oz PET Minute Maid Juices, 20oz PET Vitaminwater, 14oz PET YUP, 14oz PET Core Power, 16oz Can Monster, 18.5oz PET Gold Peak Tea, 16oz Can AHA, 1 Liter PET Smartwater, 1 Liter PET Bodyarmor, 16oz PET Bodyarmor, 28oz PET Bodyarmor, and 700ml PET Bodyarmor Products that are purchased and paid for by Account for sale at the Facility during the Term ("Rebates"). The Rebates shall be paid annually, in arrears, within sixty (60) days after the end of each applicable Agreement Year in which the Rebate was earned and will be based on Bottler's case sales records.

(d) Complimentary Product. Each Agreement Year during the Term, Bottler shall provide Account with up to One Hundred Fifty (150) standard physical cases of either 12oz Cans of Bottler's choosing or 500ML Dasani. Such complimentary Products will be provided to Account upon reasonable advance request. Account must request all available complimentary Products during the course of each Agreement Year. If Account does not request all available complimentary Products by the end of each Agreement Year, then any complimentary Products remaining at the end of each Agreement Year shall be forfeited by Account and retained by Bottler with no further obligation.

(e) Bodyarmor Marketing Fund. Bottler will establish a fund with a maximum annual retail value, as determined in good faith by Bottler, of Five Thousand Dollars (\$5,000) for each of Agreement

Years 1-5 of which up to Two Thousand Five Hundred Dollars (\$2,500) will be used to support mutually agreed upon promotional and marketing activities, onsite Facility activations, and/or retail/food service promotions and up to Two Thousand Five Hundred Dollars (\$2,500) of which will be used for products for promotional events ("Bodyarmor Marketing Fund"). Bottler will hold, manage, and administer this Bodyarmor Marketing Fund. Any amounts remaining unused at the end of any Agreement Year shall be retained by Bottler without further obligation to Account.

(f) In the event Account employs a Concessionaire, Account will cause Concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids, and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. Account acknowledges that there will be no duplication of allowances, funding, or benefits (including pricing) to Account or Concessionaire if Concessionaire has an existing agreement with Bottler. If such Concessionaire requires Bottler to pay the Concessionaire funding or to provide Products pursuant to prices under the separate agreement with the Concessionaire, then Customer agrees that Bottler may deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Bottler to Customer.

7. Prohibition on Transshipping; Wholesaling: Account will not Transship or Wholesale any Beverages offered for sale by Bottler for use at the Facility, as defined in 1(f) of this Agreement. Account also will not purchase from third parties any Beverages offered for sale by Bottler that have been Transshipped for use at the Facility, as defined in 1(f) of this Agreement. If Account Transships, Wholesales, or purchases any Beverages offered for sale by Bottler that have been Transshipped or Wholesaled at the Facility, as defined in 1(f) of this Agreement, then Bottler reserves the right to limit quantities or to refuse to sell Products to Account, to withhold any funding payable to Account, and to seek reimbursement of any costs or expenses from Account that result from any Transshipping or Wholesaling.

8. Termination:

(a) If either party breaches any of its obligations set forth in this Agreement and fails to cure such breach within thirty (30) days after written notice from the non-breaching party, then at its option and not as its sole remedy, either party may terminate this Agreement, and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(b) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement or if for any reason the use of the Facility declines, then at its option and not as its sole remedy, Bottler may terminate this Agreement and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(c) Both Parties represent and warrant that it has full right and authority to enter into this Agreement and to contractually bind, grant and convey to the other the rights and obligations set forth herein. Upon expiration or revocation of such authority, then at its option and not as its sole remedy, either Party may terminate this Agreement, and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(d) Bottler shall have the right to withhold and not pay further any amounts which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its obligations hereunder,

(ii) Bottler's rights hereunder have been lost, limited, or restricted, or (iii) there exists a bona fide dispute between the parties.

(e) Nothing in this section shall operate to restrict any other administrative, or legal remedies in the event of a material breach by either Party.

(f) Bottler agrees that Account will have the right to terminate this Agreement at the end of any fiscal year of Account during the Term ending on September 30th if funds for this Agreement are not appropriated by the Duncanville City Council. In such case of termination for non-appropriation, Account shall provide notification to the Bottler of such non-appropriation, and in such notice shall certify that it has no intention to enter into any contract for the goods and services which are in substance identical or similar to any of the goods and services provided by Bottler under this Agreement for the remainder of the Term of the Agreement. In the event of such termination Account will (a) pay Bottler, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof (b) return any Equipment, (c) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment and (d) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(g) In the event of a termination of this Agreement for any reason, Account agrees it shall only be entitled to the earned Sponsorship Funding pro-rated to the date of termination, or, if earlier, the date of any default hereunder by Account.

9. Governing Law: This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules.

10. Compliance with Law: Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

11. Retention of Rights: Account shall not obtain, by this Agreement, any right, title, or interest in the trademarks of The Coca-Cola Company, Bottler, or any of Bottler's other brand partners, nor shall this Agreement give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler, The Coca-Cola Company or any of Bottler's other brand partners, without first obtaining written permission.

Bottler shall not obtain, by this Agreement, any right, title, or interest in the trademarks of Account, nor shall this Agreement give Bottler the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks, or copyrights of the Account, first without obtaining written permission.

12. Confidentiality: During the Term, and for a one (1) year period thereafter, the parties shall keep the terms of this Agreement confidential, as may be allowed by Texas law. Notwithstanding the foregoing, information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, Bottler is required to make any information created or exchanged with Account pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to Account.

13. Insurance

- A. Bottler shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of Bottler's employees, as required by law. Bottler shall also provide and maintain in full force and effect during the term of this Agreement, commercial general liability insurance and automobile liability insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting Bottler and Account against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Bottler, and liability for damages to property, arising from or growing out of Bottler's operations in connection with the performance of this Agreement.
- B. Commercial general liability insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) each occurrence, and not less than One Million Dollars general aggregate and not less than One Million Dollars (\$1,000,000) products/completed operations aggregate. Automobile liability insurance, with limits not less than One Million Dollars (\$1,000,000) combined single limit.

A Certificate of Insurance, satisfactory to Account, showing compliance with the requirements of this Section shall be furnished to Account before any services are performed under this Agreement to:

CITY of Duncanville
 Attn: Chief Procurement Officer
 PO Box 380280
 Duncanville, TX 75138
 (972) 780-5058
purchasing@duncanvilletx.gov

and shall further indicate that for commercial general liability insurance coverage as required herein includes "Contractual Liability Coverage." Bottler shall endeavor to provide for thirty (30) days written notice to Account for the cancellation or modification of any insurance referred to herein and this statement shall be included on the Certificate of Insurance. Annually, upon request by Account, Bottler shall cause a certificate of insurance to be issued evidencing the required insurance herein and delivered to the Account.

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

14. Notice: Any notice required or permitted to be delivered hereunder may be sent by (i) certified mail, return receipt requested, or (ii) overnight by a commercial courier service, to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received when delivered and addressed to the parties as follows:

If to Account:	City of Duncanville Attn: Chief Procurement Officer PO Box 380280 Duncanville, Texas 75138 (972) 780-5850 purchasing@duncanvilletx.gov
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If to Bottler: Coca-Cola Southwest Beverages LLC
Attn: FSOP Director
Two Lincoln Centre
5420 Lyndon B. Johnson Freeway, Suite 800
Dallas, Texas 75240

With a copy to: Coca-Cola Southwest Beverages LLC
Two Lincoln Centre
5420 Lyndon B. Johnson Freeway, Suite 800
Dallas, Texas 75240
Attn: General Counsel

15. Survival: Any provisions which by law or by their nature, sense and context should survive, will survive any cancellation, termination, or expiration of this Agreement.

16. Non-Waiver of Rights: Failure of a party to require performance by another party under the Agreement will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a party of any breach of any term of the Agreement will not be construed as a waiver of any continuing or succeeding breach.

17. No Waiver of Sovereign Immunity: The parties expressly agree that no provision of the Agreement is in any way intended to constitute a waiver by Account of any immunities from suit or from liability that Account may have by operation of law.

18. Right to Audit: Bottler shall make available at reasonable times and upon reasonable prior written notice, documents sufficient to document the sale of Products and consideration provided by Bottler to Account under this Agreement. Bottler will agree to work directly with Account to resolve any audit issues. Any audits requested by Account shall take place during normal business hours and shall be conducted at Bottler's place of business. Notwithstanding the foregoing, such audits shall be (i) requested during the Term of the Agreement or within 365 days after the termination of the Agreement, (ii) be directly related to the sale of Products and consideration provided under this Agreement and (iii) be limited to no more than once per year.

19. Records Retention: To the extent required by applicable law, Bottler shall retain all records sufficient to document the sale of Products under the Agreement to Account and shall retain all such records for a period of four (4) years after the expiration of the Agreement. Bottler shall grant access to all such records to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records if federal funds are being spent under the Agreement.

20. Certifications and Requirements:

(a) Prohibition on Contracts with Companies Boycott of Israel

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

(b) Transactions with an Abortion Provider or Affiliate

To the extent applicable, Bottler certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Bottler, the Agreement is terminable by Account in accordance with Section 8(a) and Bottler agrees to defend and indemnify Account against any action brought by the Office of the Attorney General for a violation of Section 2272.003.

(c) Prohibition against doing business with Foreign Terrorist Organizations

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

(d) Discrimination Against Firearm & Ammunition Industries

To the extent applicable, Bottler certifies and verifies that (1) neither Bottler, nor any affiliate, subsidiary or parent company of Bottler, if any (the "Bottler Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Bottler agrees that Bottler and Bottler Companies will not discriminate during the term of the Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this Agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

(e) Boycotting of Energy Companies

To the extent applicable, Bottler certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Bottler further certifies and verifies that neither Bottler, nor any affiliate, subsidiary, or parent company of Bottler, if any (the "Bottler Companies"), boycotts energy companies and Bottler agrees that Bottler and Bottler Companies will not boycott energy companies during the term of this Agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

(f) Non-Suspension or Debarment Certification.

By entering into this Agreement with Account, Bottler certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

Bottler certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

(g) Workforce

A. Bottler shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under this Agreement.

B. While in the course and scope of delivering goods or services to the Facility under this Agreement, Bottler's employees shall not:

1. use or possess a firearm while on the Facility property, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or

2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, while on the Facility property.

C. If Account or Account's representative notifies Bottler that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs while on the Facility property, Bottler shall immediately remove such worker from the services being provided by Bottler under this Agreement, and may not employ such worker again for the services provided by Bottler under this Agreement without Account's prior written consent.

(h) Immigration Control and Employment Verification:

The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. Bottler certifies that it will comply with IRCA during the Term of this Agreement with Account. Bottler warrants that Bottler has included or will include a similar provision in all written contracts with any subcontractor(s) engaged to perform services under this Agreement.

(i) Non-Discrimination and Equal Employment Opportunity:

Bottler shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. Bottler shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability.

(j) Byrd Anti-Lobbying Act Requirements:

To the extent applicable, Bottler hereby certifies, that if this Agreement exceeds \$100,000, that no federal appropriated funds from this Agreement shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award covered by [31 U.S.C. 1352](#).

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

21. Liability for Damage to Account Property: Bottler shall be liable for all damages to the Facility property, including any Facility equipment to the extent caused by Bottler and its employees, agents, subcontractors, and suppliers in connection with its performance of services under this Agreement, except to the extent such damages are caused by the negligence, acts or omissions of Account or Facility, or their employees' contractors, agents, or suppliers.

22. Force Majeure: Subject to Section 8 of this Agreement, neither party shall be liable or responsible to the other for delays or failure to perform under this Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause beyond its reasonable control not attributable to the fault or negligence of the party claiming the Force Majeure Event ("Force Majeure Event"). Subject to Section 8 of this Agreement, in the event of a Force Majeure Event under this Section,

the party claiming the Force Majeure Event, will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and such party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent reasonably possible without delay. The party claiming the Force Majeure Event shall notify the other as soon as reasonably practicable by telephone (to be confirmed in writing) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

23. Entire Agreement: This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof. Account may not assign this Agreement without the prior written consent of the Bottler. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BOTTLER

By: Kimberly Adler
Kimberly Adler (Nov 28, 2023 19:15 CST)

Printed Name: Kimberly Adler

Title: Director Food Service & On-Premise

Date: 11/29/2023

ACCOUNT

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
Advertising Rights

Bottler will have the right to the following at no cost to Bottler each Agreement Year during the Term:

- Twelve (12) banners to be placed below every scoreboard in the Fieldhouse.
- A minimum of three (3) Product banners in the concession space at the Fieldhouse.
- Brand messaging on all digital monitors in Fieldhouse.

Without the express written consent of Bottler, Bottler's signage at the Facility will not be altered or obscured in any way or draped at any time or for any reason by any person or entity, including any broadcaster. Without the express written consent of Bottler, in its sole discretion, Account will not permit Bottler's signage at the Facility to be electronically altered, deleted, or covered by any person or entity, including any broadcaster, during any photographing of the Facility or during the broadcast of any event held at the Facility.

Account will maintain all applicable scoreboards, signs, and other advertising for Products in good order and repair.

All lighted signs and panels advertising or promoting Products (including lighted concession advertising) will be fully illuminated at all events at the Facility for which any signs are illuminated.

EXHIBIT B
INITIAL PRICE SCHEDULE*

<u>Package</u>	<u>Package Count</u>	<u>Price per case</u>
20 ounce PET Dasani	24	\$23.52
20 ounce PET Sparkling	24	\$34.96
20 ounce PET Powerade	24	\$29.21
20 ounce PET Smartwater	24	\$34.02
20 ounce PET Vitaminwater	12	\$19.10
16 ounce Cans Monster	24	\$42.85
18.5 ounce PET Gold Peak Tea	12	\$19.33
16 ounce Cans AHA	24	\$24.77
16 ounce PET Bodyarmor	24	\$37.00
12 ounce PET Minute Maid Juices	24	\$35.69
1 Liter PET Smartwater	12	\$24.04
1 Liter PET Bodyarmor	12	\$20.00
28 ounce PET Bodyarmor	24	\$51.00
700ml PET Bodyarmor	24	\$31.50
14oz PET Core Power	12	\$33.49
14oz PET Yup	24	\$39.24
 <u>Post-Mix</u>	 <u>Price per box</u>	
5.0 BIB Fountain	\$122.34	
2.5 BIB Fountain	\$62.98	

* All products are subject to availability. Account agrees to comply with Bottler's minimum order requirements. Any changes in minimum order requirements shall be submitted in writing to Account thirty (30) days prior to such changes taking effect.

Fieldhouse - Southwest Beverage Retail Concessionaire Agreement Oct. 2023 DRAFT 1.sro.11.21.2023.clean

Final Audit Report

2023-11-30

Created:	2023-11-24
By:	Beatriz Rodriguez (rodriguezbeatriz@cocacolaswb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeAoBf6QBrOC36oeObhXXMj_PSyDFhgO1

"Fieldhouse - Southwest Beverage Retail Concessionaire Agreement Oct. 2023 DRAFT 1.sro.11.21.2023.clean" History

 Document created by Beatriz Rodriguez (rodriguezbeatriz@cocacolaswb.com)
2023-11-24 - 4:28:06 PM GMT- IP address: 104.152.201.249

 Document emailed to kimberly.adler@cocacolaswb.com for signature
2023-11-24 - 4:31:42 PM GMT

 Email viewed by kimberly.adler@cocacolaswb.com
2023-11-25 - 6:02:54 AM GMT- IP address: 104.28.97.21

 Email viewed by kimberly.adler@cocacolaswb.com
2023-11-27 - 9:01:00 PM GMT- IP address: 104.28.97.18

 Signer kimberly.adler@cocacolaswb.com entered name at signing as Kimberly Adler
2023-11-30 - 1:15:52 AM GMT- IP address: 99.61.85.249

 Document e-signed by Kimberly Adler (kimberly.adler@cocacolaswb.com)
Signature Date: 2023-11-30 - 1:15:54 AM GMT - Time Source: server- IP address: 99.61.85.249

 Agreement completed.
2023-11-30 - 1:15:54 AM GMT

RESOLUTION NO. 2023-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A BEVERAGE AGREEMENT WITH COCA-COLA REFRESHMENTS USA, INC. FOR THE BEVERAGE RIGHTS AT THE DUNCANVILLE FIELDHOUSE FOR \$400,000.00 OVER THE 5-YEAR AGREEMENT, WITH AN ADDITIONAL AMOUNT NOT TO EXCEED 15% OF THE TOTAL CONTRACT VALUE, FOR PRICE CHANGES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville owns and operates the Duncanville Fieldhouse, located at 1700 S. Main Street; and

WHEREAS, the City sells beverages including soda, sports drinks, and bottled water at the Duncanville Fieldhouse; and

WHEREAS, Coca-Cola Refreshments USA, Inc. has expressed interest in being the sole provider of beverages at the Duncanville Fieldhouse; and

WHEREAS, a beverage agreement is in the best interest of the City to secure beverage wholesale pricing and receive rebates from the beverage seller.

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

SECTION 1. The City Council of the City of Duncanville does hereby approve of the Beverage Agreement with Coca-Cola Refreshments USA, Inc. for the beverage rights at the Duncanville Fieldhouse as attached in Exhibit A.

SECTION 2. The Beverage Agreement will be in effect for five (5) years through 2028. The City anticipates spending \$400,000.00 over the 5-year agreement, with an additional amount not to exceed 15% of the total contract value, for price changes.

SECTION 3. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate

SECTION 4. That this Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 19th 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 – December 19, 2023

TITLE:

Consider an Ordinance creating Classified Positions under Civil Service in the Police and Fire Departments; providing for a Pay Scale under Civil Service; repealing all Ordinances in conflict herewith; and, providing a severability clause; providing a repealing clause.

STAFF RESPONSIBLE:

Todd C. Siegel, HR and Civil Service Director

Mark LiVigni, Police Chief

Sam Rohde, Fire Chief

BACKGROUND/HISTORY:

Any changes made to Civil Service classifications, position numbers, etc. must be approved by ordinance by City Council per §143.021 of the Texas Local Government Code.

Change # 1: The step pay plan has been adjusted, as proposed in the FY 23-24 budget.

POLICY EXPLANATION:

Per Texas Local Government Code §143.021, the commission shall provide for the classification of all fire fighters and police officers. However, the municipality's governing body shall establish the classifications by ordinance. The governing body by ordinance shall prescribe the number of positions in each classification. \$345,000 is the estimated cost including taxes and TMRS. The cost centers include Police and Fire Department organization codes and the various salary account line items.

FUNDING SOURCE:

General Fund

RECOMMENDATION:

Staff recommends approval of the Ordinance creating Classified Positions under Civil Service in the Police and Fire Departments; providing for a Pay Scale under Civil Service; repealing all Ordinances in conflict herewith; and, providing a severability clause; providing a repealing clause.

ATTACHMENTS:

ORDINANCE NO. 2502

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, CREATING CLASSIFIED POSITIONS UNDER CIVIL SERVICE IN THE POLICE AND FIRE DEPARTMENTS; PROVIDING FOR A PAY SCALE UNDER CIVIL SERVICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The classified positions under Civil Service in the Police Department shall be as follows:

P1	Assistant Chief (appointed)	2
P2	Police Lieutenant	5
P3	Police Sergeant	6
P4	Police Patrol Officer	50

SECTION 2. The classified positions under Civil Service in the Fire Department shall be as follows:

F1	Assistant Fire Chief (appointed)	1
F2	Division Chief – EMS	1
F3	Battalion Chief	3
F3	Fire Marshal/Battalion Chief	1
F4	Fire Captain	6
F4	Fire Captain – Fire Prevention	1
F5	Fire Engineer	6
F6	Fire Fighter	33

SECTION 3. The annual pay scale for each of the above captioned classified positions shall be as follows:

POLICE DEPARTMENT

Time in Position with Duncanville

		START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
P1	Assistant Police Chief	\$ 141,695	146,613					
P2	Police Lieutenant	\$ 108,662	111,922	115,279	118,738			
P3	Police Sergeant	\$ 92,000	95,680	99,507	103,487			
P4	Police Officer (No Previous Experience)	\$ 67,000	69,010	71,080	73,213	80,534	84,561	90,000
P4	Police Officer (1 year Credited Previous Experience)	\$ 69,010	69,010	71,080	73,213	80,534	84,561	90,000
P4	Police Officer (2 year Credited Previous Experience)	\$ 71,080	71,080	71,080	73,213	80,534	84,561	90,000
P4	Police Officer (3 year Credited Previous Experience)	\$ 73,213	73,213	73,213	73,213	80,534	84,561	90,000
P4	Police Officer (4 year Credited Previous Experience)	\$ 80,534	80,534	80,534	80,534	80,534	84,561	90,000
P4	Police Officer (5 year Credited Previous Experience)	\$ 84,561	84,561	84,561	84,561	84,561	84,561	90,000

Credited Previous Experience shall be defined as one year of credited experience for every full year actively employed as a full-time law enforcement officer in a municipality with a population of 30,000 or more, a county with a population of 125,000 or more or a state law enforcement agency, not to exceed five years of Credited Previous Experience.

Credited Previous Experience shall also be defined as one year of credited experience for every two full years actively employed as a full-time law enforcement officer in a municipality with a population of less than 30,000 or a county with a population of less than 125,000, not to exceed five years of Credited Previous Experience.

Credited Previous Experience shall also be defined as one year of credited experience for every two full years actively employed as a full-time law enforcement officer with any TCOLE certified organization other than a municipal police organization or a county sheriff's office

Police applicants with a minimum of one year full-time prior service as a police officer must possess a TCOLE license and/or have taken and passed the TCOLE state licensing exam to qualify for Credited Previous Experience and be

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Ordinance No. 2502

placed in the current pay grade of the Duncanville Police Department compensation plan.

Credited Previous Experience will not apply if more than three years have passed since the most recent qualifying employment.

Population figures shall be based on current information from the UTSA Texas State Data Center or the latest United States census information if outside Texas.

FIRE DEPARTMENT

Time in Position with Duncanville

		START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
F1	Assistant Fire Chief	\$ 141,695	146,613					
F2	Division Chief - EMS	\$ 134,203	138,229					
F3	Battalion Chief	\$ 121,172	124,807	128,551	132,408			
F3	Fire Marshal/Battalion Chief	\$ 121,172	124,807	128,551	132,408			
F4	Fire Captain	\$ 105,609	108,777	112,041	115,402			
F4	Fire Captain – Fire Prevention	\$ 105,609	108,777	112,041	115,402			
F5	Fire Engineer	\$ 94,000	96,350	98,277	100,580			
F6	Firefighter (No Previous Experience)	\$ 67,000	69,010	71,080	73,213	80,534	84,561	87,000
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Fire applicants with a minimum of one year full-time prior service as a Fire Fighter or Paramedic must be certified as a Fire Fighter with the Texas Commission on Fire Protection and/or be certified or have the ability to be certified as an EMT-Paramedic with the Texas Department of State Health Services to qualify for Credited Previous Experience and be placed in the current pay grade of the Duncanville Fire Department compensation plan.

Credited Previous Experience will not apply if more than three years have passed since the most recent qualifying employment.

Population figures shall be based on current information from the UTSA Texas State Data Center or the latest United States Census information if outside Texas.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That all Ordinances of the City of Duncanville heretofore adopted which are in conflict with the provisions of the Ordinance be, and the same are hereby repealed.

SECTION 6. That this Ordinance shall take effect on the 1st day of January 2024

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 19th day of December, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

ORDINANCE NO. 2502

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, CREATING CLASSIFIED POSITIONS UNDER CIVIL SERVICE IN THE POLICE AND FIRE DEPARTMENTS; PROVIDING FOR A PAY SCALE UNDER CIVIL SERVICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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Ordinance No. 2502

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SECTION 5. That all Ordinances of the City of Duncanville heretofore adopted which are in conflict with the provisions of the Ordinance be, and the same are hereby repealed.

SECTION 6. That this Ordinance shall take effect on the 1st day of January 2024

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 19th 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 - 19 Dec 2023

TITLE:

Consider a Resolution authorizing a cooperative purchasing agreement with OMNIA Partners; and authorizing a contract with Fastenal for the purchase of Maintenance, Repair, and Operations Supplies and Related Services through OMNIA Partners Contract R192001 for a one-year term, with the option to renew up to four additional one-year terms, in an estimated amount not to exceed \$275,000.00, subject to appropriation.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jacqueline R. Culton, MBA, P.E., Director of Public Works (Interim)

Tyler Agee, CPRP, CPSI, Assistant Director of Parks and Recreation

BACKGROUND/HISTORY:

OMNIA Partners is a purchasing cooperative entity with the most robust portfolio of quality cooperative contracts in the purchasing space, featuring hundreds of best-in-class national suppliers. Such cooperative entities allow public agencies to receive competitive prices due to their combined buying power regardless of size. All cooperative agreements are competitively solicited and publicly awarded by a lead public agency/government entity (e.g., state, city, county, public university, or school district). Fastenal is a supplier whose goods and services are available through OMNIA Partners.

The Public Works and Parks and Recreation Departments routinely purchase miscellaneous tools, supplies, hardware, and safety gear from Fastenal for its operations. Bottled water for staff will be purchased using the “Employee Appreciation” account under Traffic Operations. Miscellaneous supplies will be purchased using the “Miscellaneous Supplies” accounts across all divisions and can include nuts/bolts, hardware, and other types of tools and supplies for operational needs.

City Council is requested to enter into a cooperative purchasing agreement with OMNIA Partners to purchase goods and services using contracts made available through the cooperative. Additionally, the City Council is requested to approve purchase amounts from Fastenal of up to \$50,000.00 for FY24 and an estimated \$225,000.00 spread over the remaining fiscal years, subject to future appropriations

in FY 25-28, for a total of \$275,000.00, as outlined below. This authorization should cover all departmental needs for the next five years. The contract will be available for citywide use. There are multiple funding accounts listed for this procurement action. Purchases will be made under the appropriate account, dependent upon the product or service being procured and which department/division is making the purchase.

FY 25: \$52,500.00
FY 26: \$55,000.00
FY 27: \$57,500.00
FY 28: \$60,000.00

The agreement through OMNIA Partners has an expiration date of March 31, 2025. We expect this will be renewed. However, if it is not, we will bring to City Council's attention an agreement allowing the City to continue to use Fastenal as it has done for several years.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. OMNIA Partners contracts are competitively solicited.

FUNDING SOURCE:

ORG and Object Number

Public Works:

- Equipment Services: 01066700-700230 (Miscellaneous Supplies) – Available Budget of \$5,356.62 (Estimated FY24 Expenditure: \$750.00)
- Street: 01066200-700230 (Miscellaneous Supplies) – Available Budget of \$22,287.11 (Estimated FY24 Expenditure: \$14,500)
- Traffic Operations: 01066300-700221 (Clothing) – Available Budget of \$3,078.84, 01066300-700222 (Vehicle Supplies) – Available Budget of \$116.00, 01066300-700224 (Minor Tools) – Available Budget of \$1,615.00, 01066300-700226 (Chemical & Medical Supplies) – Available Budget of \$120.00, 01066300-700227 (Direct Materials) – Available Budget of \$175,430.00, 01066300-700230 (Miscellaneous Supplies) – Available Budget of \$90,753.13, and 01066300-700706 (Employee Appreciation) – Available Budget of \$503.16 (Estimated Overall FY 24 Expenditure: \$20,000.00)
- Utilities: 02312000-700230 (Miscellaneous Supplies) – Available Budget of \$31,388.19 (Estimated FY24 Expenditure: \$1,500.00)

Parks and Recreation:

- Parks Ground Maintenance Account: 01044600-700230 (Miscellaneous Supplies) – Available Budget of \$12,604.22 (Estimated FY24 Expenditure: \$1,500.00)

Available Budget

\$50,000.00

Purchase Amount

\$50,000.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Authorize a cooperative purchasing agreement with OMNIA Partners; and authorize a contract with Fastenal for the purchase of Maintenance, Repair, and Operations Supplies and Related Services through OMNIA Partners Contract R192001 for a one-year term, with the option to

renew up to four additional one-year terms, in an estimated amount not to exceed \$275,000.00, subject to appropriation.

2. Do not authorize a cooperative purchasing agreement with OMNIA Partners, and do not authorize a contract with Fastenal for the purchase of Maintenance, Repair, and Operations Supplies and Related Services through OMNIA Partners Contract R192001 for a one-year term, with the option to renew up to four additional one-year terms, in an estimated amount not to exceed \$275,000.00, subject to appropriation.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-185 - Fastenal with Exhibit](#)

RESOLUTION NO. 2023-196

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A COOPERATIVE PURCHASING AGREEMENT BY AND BETWEEN OMNIA PARTNERS AND THE CITY OF DUNCANVILLE; AND APPROVES A BID AND CONTRACT WITH FASTENAL FOR THE PURCHASE OF MAINTENANCE, REPAIR, AND OPERATIONS SUPPLIES AND RELATED ITEMS THROUGH OMNIA PARTNERS CONTRACT R192001 FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR TERMS, IN AN ESTIMATED ANNUAL CONTRACT AMOUNT OF \$50,000.00 AND FOR FIVE YEARS TOTAL AMOUNT OF \$275,000.00, SUBJECT TO THE EXERCISE OF A RENEWAL AND COUNCIL APPROPRIATION; AND, AUTHORIZES THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Local Government Code Section 271.102 provides for voluntary participation in cooperative purchasing programs with another local government or a local purchasing cooperative; and

WHEREAS, Public Works and Parks & Recreation must purchase miscellaneous tools, supplies, hardware, and safety gear for continued operations; and

WHEREAS, OMNIA Partners has taken competitive sealed bids for Maintenance, Repair, and Operations Supplies and Related Services; and

WHEREAS, OMNIA Partners has awarded Contract R192001, for Maintenance, Repair, and Operations Supplies and Related Services to Fastenal; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a cooperative purchasing agreement with OMNIA Partners; and authorize a contract with Fastenal for the purchase of Maintenance, Repair, and Operations Supplies and Related Services through OMNIA Partners Contract R192001 for a one-year term, with the option to renew up to four additional one-year terms, in an estimated amount not to exceed \$275,000.00, subject to appropriation.

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 a cooperative purchasing agreement by and between OMNIA Partners and the City of

Duncanville; and approves a bid and contract with Fastenal for the purchase of maintenance, repair, and operations supplies and related items through OMNIA Partners Contract R192001 for a one-year term, with the option to renew up to four additional one-year terms, in an estimated annual contract amount of \$50,000.00 and for five years total amount of \$275,000.00, subject to the exercise of a renewal and council appropriation; and, authorizes the City Manager to execute the necessary documents related to said expenditures.

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 19th 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



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this

Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

**OMNIA Partners, as the cooperative
administrator on behalf of Principal
Procurement Agencies:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC**

Sarah Vavra

Authorized Signature

Signature

Name

Sarah E. Vavra

Name

Title and Agency Name

Sr. Vice President, Public Sector Contracting

Title

Date

Date



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Consider a Resolution awarding a bid and authorizing a purchasing agreement with Versalift Southwest, LLC, for a Versalift VST-40-MHI Bucket Truck on a 2023 Chevrolet 5500 chassis in the expenditure amount of \$168,586.86.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jacqueline R. Culton, MBA, P.E., Director of Public Works (Interim)
Asa Low, III, Equipment Services Superintendent

BACKGROUND/HISTORY:

The Equipment Services Division of the Public Works Department is responsible for the acquisition, maintenance, repair, replacement, and disposal of the City's vehicles and major equipment items. The City maintains a Fleet Rotation Schedule, which includes the expected year of replacement of all vehicles and major equipment items. The Fleet Rotation Schedule is reviewed annually to determine which vehicles have reached the end of their useful lives and need to be replaced. Vehicle/equipment age, mileage/hours driven, and maintenance history are used to determine this. Following this determination, meetings are conducted with the respective departments and the City Manager to discuss the recommended vehicles to be replaced. Funds are allocated in the budget to replace the selected vehicle/equipment items.

Traffic Operations maintains the city's signal lights, crosswalk lights, school zone flashers, street signs, etc. The Traffic Operations Division requires a new bucket truck to replace an aging truck to facilitate routine and emergency repairs.

New bucket trucks can typically take two to three years to receive after ordering. The Equipment Services Division was recently made aware of an available unit (Versalift VST-40-MHI Bucket Truck on a 2023 Chevrolet 5500 chassis) that meets the City's specifications. This truck will be available by the end of December 2023.

POLICY EXPLANATION:

The immediate procurement of this bucket truck allows the City of Duncanville to replace a bucket truck that is unreliable due to age and use, add to its fleet, and avoid the long wait time for orders. Additionally, it will ensure the Traffic Operations Division can continue providing vital repairs to the city's traffic operations infrastructure in a timely manner.

Funding is available in the Fleet Rotation Fund for this procurement action and the bucket truck was scheduled for replacement in FY 2023-24.

FUNDING SOURCE:**ORG and Object Number**

415-700885 (Fleet/Equipment Replacement/Motor Vehicles)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$974,446.78	\$168,586.86	\$805,859.92

ACTION ALTERNATIVES:

1. Award a bid and authorize a purchasing agreement with Versalift Southwest, LLC, for a Versalift VST-40-MHI Bucket Truck on a 2023 Chevrolet 5500 chassis in the expenditure amount of \$168,586.86; and authorize the City Manager to execute the necessary documents related to said expenditures.
2. Do not award a bid and authorize a purchasing agreement with Versalift Southwest, LLC, for a Versalift VST-40-MHI Bucket Truck on a 2023 Chevrolet 5500 chassis in the expenditure amount of \$168,586.86; and do not authorize the City Manager to execute the necessary documents related to said expenditures.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Versalift Southwest Sole Source Memo](#)
[Resolution No. - 2023-195 - Bucket Truck Purchase - Pdf](#)

Attachment 1

City of Duncanville
 203 E. Wheatland Rd
 Duncanville, TX 75116
 972.780.4900 P | 972.780.4949 F
www.duncanvilletx.gov



Memo

Date	December 19, 2023
To	Mayor and Council
Thru	Robert D. Brown, Jr., City Manager (Interim)
Thru	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer
Thru	Jacqueline Culton, MBA, P.E., Director of Public Works (Interim)
From	Asa E. Low, III, Equipment Services Superintendent
Subject	Sole Source for Versalift Southwest, LLC

Request:

Approve Versalift Southwest, LLC as the sole source contractor for the procurement of a Versalift VST-40-MHI Bucket Truck.

Justification:

Traffic Operations maintains the city's signal lights, crosswalk lights, school zone flashers, street signs, etc. The Traffic Operations Division requires a new bucket truck to replace an aging truck to facilitate routine and emergency repairs. The unit to be replaced (identified in the Fleet Rotation Plan) is a 2003 Versalift on a Ford F-550 Chassis and is past its useful life.

A bucket truck typically takes 24 to 36 months from order to delivery. The City of Duncanville Equipment Services Division was recently made aware of a unit that had become available after a Versalift Southwest customer canceled the purchase of an already-built unit. This unit meets our specifications and will be available by the end of December.

Over the course of a few months, vendors and manufacturers were contacted concerning our need to purchase a bucket truck. All relayed that new bucket truck builds were approximately 24-36 months out.

Champions

RESOLUTION NO. 2023-195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A PROCUREMENT NECESSARY TO PRESERVE AND PROTECT THE PUBLIC SAFETY OF THE MUNICIPAL RESIDENTS AND TO APPROVE AN AGREEMENT WITH VERSALIFT SOUTHWEST, LLC, TO PURCHASE A VERSALIFT VST-40-MHI BUCKET TRUCK ON A 2023 CHEVROLET 5500 CHASSIS IN THE EXPENDITURE AMOUNT OF \$168,586.86 FOR PUBLIC SAFETY MAINTENANCE OF THE TRAFFIC CONTROL DEVICES THROUGHOUT THE CITY; ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville has obtained a quote for a Versalift VST-40-MHI Bucket Truck on a 2023 Chevrolet 5500 chassis; and

WHEREAS, Versalift Southwest, LLC is the sole source provider of an available bucket truck; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a purchasing agreement with Versalift Southwest, LLC, for a Versalift VST-40-MHI Bucket Truck on a 2023 Chevrolet 5500 chassis in the expenditure amount of \$168,586.86.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a procurement necessary to preserve and protect the public safety of the municipal residents and to approve an agreement with Versalift Southwest, LLC, to purchase a Versalift VST-40-MHI Bucket Truck on a 2023 Chevrolet 5500 chassis in the expenditure amount of \$168,586.86 for public safety maintenance of the traffic control devices throughout the City; and authorizing the City Manager to execute the necessary documents related to said expenditures.

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 19th day of December, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A1



December 6, 2023

LETTER OF INTENT TO PURCHASE BUCKET TRUCK

Seller:

Versalift Southwest, LLC
1200 Texas Central Pkwy
Waco, TX 76712-1415
Attn: Josh Petty, Regional Sales Manager
joshpetty@versalift.com
(254) 717-0074

Buyer:

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

Background:

- A. The Seller is the manufacturer of
(1) – Versalift Southwest VST-40-MHI Bucket Truck
- B. The Buyer wishes to purchase (1) Versalift Southwest VST-40-MHI Bucket Truck, from the Seller.

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

Agreed Purchase Price

- 1. The Buyer and Seller have agreed to the non-to-exceed sales price of **One-hundred sixty-eight thousand, five hundred eighty-six dollars and eighty-six cents \$168,586.86.**
- 2. The Buyer shall present the Seller with an approved State of Texas Sales Tax Exemption form, as this vehicle shall be utilized for a governmental purpose and the purchase is free of all sales taxes.



Transaction Description

1. In accordance with the provisions of Texas Government Code 252, the City of Duncanville is legally mandated to obtain approval for all purchases exceeding fifty-thousand dollars (\$50k), from its duly elected governing body. The Buyer intends to seek approval authority from the Duncanville City Council, for the Vehicle that is the subject of this Document.
2. Immediately after approval of the Duncanville City Council is provided, the City shall release a legally binding written "Purchase Order" for the vehicle.
3. It is intended the production process shall begin immediately and that the Buyer shall take possession of the Vehicle on or prior to **December 29, 2023.**

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

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

CITY OF DUNCANVILLE, TEXAS

Signature

Robert D. Brown, Jr.

Printed Name

Interim City Manager
Title

December 6, 2023

Date

Versalift Southwest L.L.C.
1200 Texas Central Pkwy
Waco, Texas 76712-1415
254.420.5330



QUOTATION

VSW-22539R3-22

Customer: City of Duncaville
Attn: Asa Low
Email:

Date: Oct 13, 2023
Model: VST-40-MHI

We are pleased to quote the VERSALIFT VST-40-MHI, insulated 40 ft. 4 in. (12.3 m) telescopic aerial platform lift, 45 ft. 4 in. (13.8 m) working height, 30 ft. 2 in. (9.2 m) horizontal reach including the following items *(based on a 40" frame height)*:

AERIAL LIFT SPECIFICATIONS

PLATFORM - The closed fiberglass platform is 24 in. x 30 in. x 42 in. deep (.61 m x .76 m x 1.07 m) with an inside and outside step for easy access. The platform capacity is 400 lbs. (181 kg) with the jib and winch installed and 500 lbs. (227 kg) with the jib and winch removed. The platform is equipped with a tubular rubber rest/support.

PLATFORM LINER AND VINYL COVER - A 50 kV rated liner and soft vinyl cover are supplied for the platform.

PERSONNEL RESTRAINT SYSTEM - An Arc flash rated safety harness and lanyard are supplied. The anchor for the lanyard is attached to the platform support.

SINGLE STICK UPPER CONTROL - The full pressure single-stick upper control includes a safety trigger to prevent inadvertent operation. The lift movements correspond with control handle movements. An emergency stop and a tool selector control are located at the upper controls.

TRUGUARD™ 2.0 - This advance upper controls isolation system provides 4" of electrical isolation from the entire upper controls, including the control dash panel. This system also includes a protective shield which helps prevent environmental and work-related contaminants from making direct contact with the isolating surfaces.

HYDRAULIC PLATFORM ROTATION - A hydraulic rotary actuator, operated by a control lever, rotates the platform 180° from one side of the boom, to the end-hung position, and to the other side of the boom.

HYDRAULIC PLATFORM LEVELING - A master and slave cylinder controls platform leveling. The leveling system can be operated from the upper or lower controls to adjust platform leveling, tilt the platform for clean out, or to ease the removal of an injured operator.

HYDRAULIC TOOL CIRCUIT AT THE PLATFORM - This system is intended for open center hydraulic tools. The tool circuit provides 6 gpm (22.7 lpm). A pressure reducing valve in the tool circuit limits the tool pressure. The valve can be adjusted from 1000 to 2500 psi (70 to 175 kg/cm²). Includes quick disconnect fittings.

LINE-LIFTING SOCKET - Built as part of the platform support structure, is a vertical line-lifting socket for 3 in. (76 mm) diameter line-lifting attachments. The socket is automatically leveled with the platform without any manual adjustments.

OUTER/INNER BOOM ASSEMBLY - The outer/inner boom assembly includes an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom consists of an 8" x 10" (203mm x 254mm) steel section, with a 9" x 11" (229mm x 279mm) fiberglass Electroguard section. The 6 7/8" x 8 7/8" (165mm x 216mm) rectangular fiberglass inner boom is housed within the outer boom. The extension system consists of an extension cylinder, holding valves, and a hose carrier housed inside the boom. The hoses routed through the outer/inner boom assembly are non-conductive and fully contained within the boom assembly. A double acting cylinder with two integral holding valves articulates the outer/inner boom assembly. A boom support cradle and a boom tie down strap are included. The outer/inner boom assembly is fully insulated even in a retracted position.

CYLINDERS - Both the upper and lower cylinders are a threaded head-cap design. Both are equipped with two integral holding valves that prevent down creep and to lock the booms in position in the event of hose failure.

VST-40-MHI
VERSALIFT.COM

Page 1 of 6

VSW-22539R3-22
Oct 13, 2023

AERIAL LIFT SPECIFICATIONS (Continued)

LOWER BOOM WITH CHASSIS INSULATING SYSTEM - Each end of a high strength fiberglass insert (chassis insulating system) is installed inside a rectangular 8 in. x 10 in. (203 mm x 254 mm) high strength steel section. The steel and fiberglass sections are bonded with pressure-injected epoxy to fill any voids. After the adhesive cures, 16 bolts are added to assure maximum strength. A double acting cylinder, with two integral holding valves, articulates the lower boom. The lower boom and compensation link form a parallelogram linkage to maintain the knuckle at a constant angle to the turret.

TURRET - The turret wings are designed for strength and rigidity. A bearing cover seals out moisture and prevents foreign materials from obstructing the turret rotation. The turret plate is machined to provide a flat surface to support the rotation bearing.

INDIVIDUAL LOWER CONTROLS - Individual full pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls.

DUAL ARM ARTICULATED JIB - Jib and winch consisting of a winch, two-piece jib pole assembly, and articulating arm. Up to 1000 lbs. material handling can be provided depending on boom and jib positions. The winch is hydraulically powered by a self-locking worm gear drive and is rated at 1000 lbs. full drum. The winch provides an average line speed of approximately 20 FPM (6.1 m/minute). The 3" diameter round inner jib pole is dielectrically tested and can be manually pinned in 5 different length positions, for a total of 22" length adjustment. The 4" diameter round outer jib pole is manufactured from FRP but is not dielectrically tested. The jib pole assembly is automatically leveled with the platform and can be hydraulically tilted from -10° to + 86° for a total of 96°. The jib pole assembly is mounted on an articulating arm. The arm is compensated so the jib pole stays at approximately the same angle relative to the ground as the arm articulates. The arm travels 91°, providing the equivalent to 17.5" horizontal jib pole extension and 20" vertical jib pole extension. The jib and winch assembly can be manually indexed about a vertical axis in one of three different pin positions. This positions the jib up to 30° to either side of the boom, for a total travel of 60°. The jib and winch assembly can be removed without tools when not needed.

CONTINUOUS ROTATION - Unrestricted rotation is accomplished by a hydraulically driven worm and spur gear with a shear-ball rotation bearing. The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal are grade 8 hex head capscrews. These critical bolts are torque seal marked to provide a quick means of detecting any turning of the bolt upon inspection. An eccentric ring is used for gearbox backlash adjustment.

LUBRICATION - Non-lube bearings are used at most points of motion. Only the rotation bearing requires periodic lubrication.

PEDESTAL - The pedestal is tubular with a reinforced mounting plate. The top plate of the pedestal is 1-1/4 in. (32 mm) thick and machined flat to support the rotation bearing.

HYDRAULIC OIL RESERVOIR - A 17 gallon (64.4 l) hydraulic oil reservoir is built integral to the pedestal. Two sight gauges allow quick hydraulic fluid level checks.

HYDRAULIC SYSTEM - The open-center hydraulic system operates at 3000 psi (210 kg/cm²) at 6 gpm (22.7 lpm). A 10-micron return-line filter, mounted above the hydraulic oil level and inside the pedestal, can be easily changed without draining the reservoir. The 100 mesh (149 micron) suction strainer in the reservoir can be removed for cleaning. A gate valve, located below the reservoir, prevents oil loss when the pump is serviced. A magnetic drain plug attracts metal particles from the oil.

HOSES AND FITTINGS - The hoses routed through the booms are high pressure and non-conductive with swaged hose end fittings. Retainers separate the hoses inside the booms to prevent chafing and nylon sleeves are installed over hoses at points of movement. Reusable fittings can be installed if a hose is damaged.

BACKUP PUMP - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. The emergency hydraulic pump is driven by a DC motor, which is powered by the truck-engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the upper controls and a toggle switch at the pedestal are used to energize the system.

AUTOMATIC THROTTLE - Automatically advances the engine idle speed when the PTO is engaged.

ENGINE START / STOP - The start/stop circuit has been designed so the lift cannot be operated unless the truck ignition switch is in the "RUN" position and the master control is activated. This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the upper controls and a toggle switch at the pedestal are used to energize this system.

AERIAL LIFT SPECIFICATIONS (Continued)

ELECTRICAL INSULATION SPECIFICATIONS - The outer/inner boom assembly is tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2 requirements. The outer/inner boom assembly is fully insulated even in a retracted position. The chassis insulating system (lower boom insert) is also tested according to ANSI A92.2.

AUTOMATIC BOOM LATCH – The automatic boom latch is designed to automatically restrain the upper boom in the cradle when stowed and automatically release the boom when the lift is operated. The latch is actuated by a hydraulic cylinder and includes a manual over-ride to open the latch without hydraulic power.

PAINT - The complete unit is primed and painted prior to assembly. The standard color is white urethane.

OUTRIGGERS - The modified A-frame outriggers are equipped with pilot operated check valves, internal thermal relief valves, pivot feet, and separate controls. Outrigger dimensions vary with chassis application. For a 31 in. (0.79 m) frame height, the outriggers furnish 122 in. (3.1 m) of spread, 8 in. (203 mm) of penetration, and 18 in. (457 mm) of ground clearance. For a 37-1/4 in. (0.95 m) frame height, the outriggers furnish 125-3/8 in. (3.2 m) of spread, 8 in. (203 mm) of penetration, and 18 in. (457 mm) of ground clearance.

OUTRIGGER / BOOM INTERLOCK SYSTEM – The outrigger/boom interlock system prevents lift operation until the outriggers contact the ground and outrigger retraction before the aerial lift is properly stored.

SLOPE INDICATORS - Slope indicators are required on Versalift units and supplied by Time Manufacturing Co. Slope indicators shall be installed to indicate the level of the rotation bearing relative to the ground.

MANUALS - Two (2) Operator's Manuals, two (2) Service Manuals, one (1) Manual of Responsibilities, and one (1) EMI Safety Manual are included with each aerial lift.

CHASSIS SPECIFICATIONS

- Chevy 5500 4x4 (dealer specs provided upon request)

BODY SPECIFICATIONS

Steel Service Body:

132" Service Body 40 inches high X 94 inches wide.

Body Dimensions:

- 20 Inch compartment depth.
- 54 Inch bed area.
- 24 Inch top of floor to top of body.
- 18 Inch horizontal compartment height.

Body Materials:

- 16 Ga. Galvanneal body materials.
- 12 Ga. Hot rolled treadplate floor.
- 12 Ga. Hot rolled treadplate compartment tops.

Door Details:

- Stainless Steel Automotive rotary type door latches
- Latch Covers on All doors.

BODY SPECIFICATIONS (Continued)

- Stainless steel rod and socket type door hinges.
- Chain stops on all doors.
- 18 Ga. Double Panel Body Doors.

Body Features:

- Rubber rolled crown type fenders.
- Master door lock system.
- Automotive Bulb Type Weatherstripping.
- Front bulkhead.
- Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.
- Two (2) formed angle Mudflap brackets

Streetside Compartmentation:

1st Vertical:

- 28 Inches wide Two (2) shelves each with adjustable dividers on 4" centers.

2nd Vertical:

- 28 Inches wide Two (2) shelves each with adjustable dividers on 4" centers.

Horizontal:

- 50 Inch open compartment. Adjustable dividers installed in compartment bottom on 6" centers.

Rear Vertical:

- 26 Inches wide Two (2) shelves each with adjustable dividers on 4" centers.

Hotstick Shelf:

- 132 Inches long rear dropdown access door.

Curbside Compartmentation:

1st Vertical:

- 28 Inches wide Two (2) shelves each with adjustable dividers on 4" centers.

2nd Vertical:

- 28 Inch wide gripstrut access steps to bed area.

Horizontal:

- 50 Inches wide One (1) shelf with adjustable dividers on 4" centers.

Rear Vertical:

- 26 Inches wide Five (5) - 1/2" Carriage Bolt Swivel / Locking material hooks 1-3-1.

Tailshelf:

- Treadplate tailshelf 30 inches long X Full width of body x 6 inches high
- 7-Lamp light bar installed at rear.
- Rear Lighting L.E.D in Tailshelf:
- Rubber mounted recessed rear lighting kit with harness -
- Two (2) stop/tail/turn lights - Peterson Brand M826R-7 L.E.D.
- Two (2) clear back up lights - Peterson Brand M826C - 7 LED
- Two (2) front clearance lights reflector style- Peterson brand M173A L.E.D
- Two (2) side clearance lights reflector style- Peterson brand M173R L.E.D
- Two (2) rear clearance lights reflector style - Peterson brand M173R L.E.D
- Three (3) light center cluster reflector Style - Peterson brand M173R L.E.D
- 7-Lamp light wiring harness.

Wheel Chock Storage:

- Two built into body wheel wells curbside.
- Pendulum Retainers.

Outrigger Control Boxes:

- Two (2) Dual outrigger control boxes.

Page 8 of 11

BODY SPECIFICATIONS (Continued)

Outrigger Pad Storage:

- Two (2) Outrigger Pad Storage Brackets - 19" x 19" x 3"
- Pendulum Retainers.

Belted Step:

- One (1) Rubber Belted type step at side access.
- One (1) Rubber Belted type step at tailshelf

Tailgate:

- Removable composite wood tailgate 5.5" high X full width of bed area installed at rear of load space.
- Removable composite wood sidegate 5.5" high X full width of step area.
- Includes Pins and Lanyards

Grab Handles:

- Two (2) Bolt-On Type at side access of body.
- One (1) Pool type grab handles at rear of tailshelf.
- One (1) Mini Pool type grab handles at rear of tailshelf.

Paint:

- Prime Paint Gray Interior
- Grey Zolatone paint on the interior of the compartments.

INSTALLATION DETAILS

- Furnish and install mounting hardware, PTO, and pump
- Install VERSALIFT VST-40-MHI
- Furnish and install hydraulic diagnostic test port
- Furnish and install service body and accessories
- Furnish and install park brake interlock
- Furnish and install slope indicators
- Furnish and install backup alarm
- Furnish and install a 3-point grounding system
- Furnish and install four (4) LED amber strobes (2) installed in the front grille and (2) installed at rear on tailshelf
- Furnish and install ICC rear bumper
- Furnish and install combo pintle/hitch with 2" ball and two (2) safety "D" rings
- Furnish and install a 7-prong flat-pin trailer receptacle
- Furnish and install mudflaps
- Furnish and install travel height decal in the cab
- Furnish and install rubber bumper for hotstick door
- Furnish and install a protective eyebrow over the back up camera eye at the rear
- Furnish and install rear chassis spring
- Paint body to match cab and chassis
- Paint treadplate floor with black no-skid
- Furnish two (2) rubber wheel chocks
- Furnish two (2) 18" X 18" X 1" outrigger pads
- Furnish a 5lb fire extinguisher and a 3-piece triangle reflector kit
- Test ride completed unit for 1 hour
- Test and Certify per ANSI A92.2

PRICE SUMMARY

Aerial, Body, Installation & Accessories:	\$ 100,039.00
Chassis (2023 Chevy 5500):	\$ 62,076.00
SUBTOTAL:	\$ 162,115.00
NET PRICE FOB WACO, TEXAS:	\$ 162,115.00

OPTIONS

Option 1: Delivery to Duncanville, Texas: ADD TO NET PRICE: \$ 450.00

NOTES

1. Your Terms This Order: Net 30 Days pending credit approval.
2. Days to Delivery: Immediate delivery. Unit is complete and ready to ship.
3. This Quotation Valid For: Until unit is sold. 1 unit available.
Availability is based on prior sale.
4. This quotation does not include any applicable sales tax, title, license or state inspection.

Thank you for considering **Versalift Southwest** to meet your utility equipment needs. We look forward to earning your business.

Sincerely,

Josh Petty
Regional Sales Manager
Phone: (254) 717-0074
JoshPetty@Versalift.com

Signature: _____ Date: _____

P.O. #: _____ Quantity: _____ Options: _____

Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above. Indicate any options that you wish to include on your unit by the option number in the space provided above. Please fax this with your PO to (254) 776-8025 or email to staceymetayer@versalift.com.

Page 10 of 11

SRV5127B

December 1, 2023

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0

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1200 Texas Central Parkway

P.O. Box 21415
Waco, Texas 76702-1415

Fax Number (254) 776-8025

versalift-southwest.com
store.versalift-southwest.com

VST-40-MHI

KW230153

UNIT

Below is an estimate to repair your unit. If you have any questions please do not hesitate to contact me. **This Estimate is PER UNIT**

DESCRIPTIONS

1. Remove current platform option
2. Install new walkthrough platform option
Walk-in 24x42x42
3. Install platform door
4. Derate unit to category D

Parts Total		\$ 4,441.86
Labor Total	11 hrs @ \$140.00/hr. in shop	\$ 1,540.00
Surcharge		\$ 40.00
GRAND TOTAL		\$ 6,021.86

This price does not include tax or freight where applicable.

* Estimate good for 30 days only*

* There is a 3% surcharge on all credit card transactions over \$5K

* There is a 90 day warranty on VSW repairs

* VSW is not Liable for customer provided materials or the supplied product's quality deficiency

If you have any further questions please let us know thank you.

Customer will be notified immediately if any additional repairs are required.

*** This price does not include any large option reconnections.

Joe Rangel
Office: 254-420-5341
Cell: 254-717-2375
Email: joerangel@versalift.com

Thomas Shipley
Office: 254-420-5326
Email: ThomasShipley@versalift.com

Fax or email - ATT: Joe Rangel

Please sign and date for approval _____

Please provide PO# (if needed or assigned) _____ 0



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Consider an Ordinance amending the FY 2023-2024 budget by appropriating fund balance resources to replenish funds utilized for an emergency purchase of Uninterrupted Power Supply (UPS) equipment and amending expenditures.

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:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

On October 30, 2023, the City experienced a power outage due to Oncor operations. During this outage, it was determined the uninterrupted power source was not operational at the City Hall Annex, 103 E. Wheatland Rd. building. On December 5, 2023, the City Council approved the expenditure, by Resolution 2023-179, to replace the equipment for \$115,578.10. The IT department used resources available within its budget to cover the purchase, however, an amendment is requested to replenish the funds used.

It is requested to use General Fund Balance resources to cover the \$115,578.10 expenditure. The budget amendment will be accounted to 01011400-700451 (Information Technology Maintenance Agreements).

POLICY EXPLANATION:

The Texas Local Government Code 102.010 allows for changes to the municipality's budget necessary for operations. Additionally, the City Council must approve budgetary amendments and a copy of the amendment shall be filed with the City Secretary's Office by law.

FUNDING SOURCE:

ORG and Object Number

NA

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

ACTION ALTERNATIVES:

1. Approve the FY 2023-2024 Budget Amendment as presented.
2. Do not approve the FY 2023-2024 Budget Amendment.
3. Other actions as directed by Council.

ATTACHMENTS:

[Ordinance No. - 2503 - FY 2024 Budget Amendment - Emergency Purchase - Information Technology Power Supply](#)

ORDINANCE NO. 2503

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FY 2023-2024 BUDGET BY APPROPRIATING FUND BALANCE RESOURCES TO COVER AN EMERGENCY PURCHASE OF UNINTERRUPTED POWER SUPPLY EQUIPMENT AND AMENDING EXPENDITURES; EXCEPT AS AMENDED HEREIN SHALL BE IN FULL FORCE AND EFFECT; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the 2023-2024 Budget by Ordinance 2491 on September 19, 2023; and

WHEREAS, the Texas Local Government Code 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budgets as deemed necessary for municipal purposes; and

WHEREAS, the requested amendment is to cover the emergency procurement of an uninterrupted power supply (UPS) and the electrical installation of the equipment as necessary for the continuity of service in the event of a power outage; and

WHEREAS, the City Manager is submitting the amended budget of revenues and expenditures for conducting the affairs of the City for the Fiscal Year 2023-2024.

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

SECTION 1. The budget and fund accounts adopted therein for the Fiscal Year 2023-2024 shall be, and are hereby, amended as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes.

SECTION 2. The balance of the budget, as amended, except as amended herein, shall be in full force and effect.

SECTION 3. A copy of the Budget Amendment will be provided to the City Secretary's Office as required by law.

DULY ORDAINED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 19th 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

CONSOLIDATED SUMMARY BY FUND
BUDGET - FY 2023-2024 as Revised as of 12-21-2023

FUND	Adopted New Revenues & Fund Resources	Revised New Revenues & Fund Resources	Change	Adopted Expenses	Revised Expenses	Change
001 - GENERAL FUND	40,583,385	40,698,963	115,578	40,583,385	40,698,963	115,578
002 - WATER/SEWER UTILITY FUND	21,154,119	22,152,053		19,152,053	22,152,053	
005 - DEBT SERVICE FUND	1,484,215	1,484,215		1,481,356	1,481,356	
008 - COMPREHENSIVE SELF INSURANCE	585,000	585,000		585,000	585,000	
010 - HOTEL TAX FUND	893,500	893,500		838,479	838,479	
012 - ECONOMIC DEVELOPMENT	4,486,398	4,486,398		4,486,398	4,486,398	
013 - GRANT FUND	215,382	489,296		215,382	489,296	
015 - DRAINAGE FUND	1,105,998	2,489,923		1,105,998	2,489,923	
017 - UTILITY CAPITAL PROJECTS	6,500,000	7,823,248		6,477,978	7,823,248	
018 - UTILITY METER REPLACEMENT FUND	500,000	500,000		0	0	
019 - SANITATION FUND	4,686,618	4,686,618		4,650,872	4,650,872	
020 - STREET/ALLEY CIP FUND	600,000	1,364,685		600,000	1,364,685	
024 - PARK CAPITAL IMPROV FUND	3,513,275	6,084,053		3,513,275	6,084,053	
025 - ALLEY IMPROVEMENT FUND	200,000	405,294		114,508	405,294	
026 - CAPITAL IMPROVEMENT PROJ FUND	5,075,000	4,090,069		5,075,000	4,090,069	
033 - TAX INCREMENT FINANCING FUND	96,958	96,958		82,250	82,250	
041 - ONE-TIME PROJECTS	0	1,001,826		0	1,001,826	
050 - POLICE FORFEITURE/SEIZURE FUND	141,372	820,036		141,372	820,036	
215 - PEG FUND	95,000	95,000		20,000	20,000	
225 - COURT SECURITY FUND	8,000	8,000		0	0	
230 - JUVENILE CASE MANAGER FUND	8,000	8,000		8,000	8,000	
235 - COURT TECHNOLOGY	7,500	7,500		250	250	
401 - FURNITURE REPLACEMENT FUND	69,000	69,000		69,000	69,000	
405 - FACILITY REPAIR/RENOVATE FUND	0			0	0	
410 - IT REPAIR/REPLACEMENT FUND	154,929	352,700		152,700	352,700	
415 - FLEET/EQUIP REPR/REPLACE FUND	2,023,884	2,023,884		2,023,884	2,023,884	
420 - SWAT REPLACEMENT FUND	75,322	75,322		75,322	75,322	
456 - FIELDHOUSE	2,096,625	2,096,625		2,019,933	2,019,933	
757 - EMERGENCY/ DISASTER RELIEF	0	0		0	0	
758 - AMERICAN RESCUE PLAN	1,531,250	3,791,825		1,531,250	3,791,825	
Net Revenue Over / (Under) Expenses	97,890,730	108,679,991	115,578	95,003,644	107,904,715	115,578

EXHIBIT A
FY 2024 BUDGET AMENDMENT - EMERGENCY PURCHASE UNINTERRUPTED POWER SUPPLY
001 - GENERAL FUND

	FY 2023 ACTUALS	FY 2024 ADOPTED BUDGET	FY 2024 AMENDED CHANGE	FY 2024 REVISED BUDGET
Revenue				
001 - GENERAL FUND	\$29,828,163	\$39,720,874		39,720,874
Revenue Total	\$29,828,163	\$39,720,874	\$0	\$39,720,874
Expense				
01011000 - MAYOR AND COUNCIL	\$93,183	\$117,582		117,582
01011020 - MAYOR-DUNCANVILLE	\$11,497	\$8,500		8,500
01011021 - DISTRICT 1	\$1,111	\$7,000		7,000
01011022 - DISTRICT 2	\$1,328	\$7,000		7,000
01011023 - DISTRICT 3	\$2,527	\$7,000		7,000
01011024 - DISTRICT 4	\$5,540	\$7,000		7,000
01011025 - DISTRICT 5	\$1,349	\$7,000		7,000
01011026 - DISTRICT AT LARGE	\$1,613	\$7,000		7,000
01011100 - CITY ADMINISTRATION	\$964,914	\$829,356		829,356
01011200 - CITY SECRETARY	\$258,925	\$379,408		379,408
01011300 - HUMAN RESOURCES	\$505,369	\$495,086		495,086
01011400 - INFO TECHNOLOGY	\$1,010,475	\$1,448,337	115,578	1,563,915
01011500 - PUBLIC INFORMATION OFFICE	\$298,851	\$497,264		497,264
01011600 - PUBLIC LIBRARY	\$1,045,927	\$1,123,899		1,123,899
01011700 - CITY MARSHAL	\$94,752	\$120,107		120,107
01022000 - ACCOUNTING & REPORTING	\$997,217	\$866,447		866,447
01022300 - MUNICIPAL COURT	\$479,455	\$538,945		538,945
01022500 - PROCUREMENT OFFICE	\$205,318	\$250,130		250,130
01036100 - BUILDING INSPECTION	\$497,982	\$575,513		575,513
01036401 - PLANNING SERVICES-CURRENT	\$163,627	\$197,080		197,080
01036500 - NEIGHBORHOOD SERVICES	\$519,012	\$615,029		615,029
01036580 - CDBG PROGRAM-NEIGHBORHOOD	\$55,742	\$84,388		84,388
01044000 - PARK & REC ADMINISTRATION	\$272,439	\$290,023		290,023
01044100 - REC PROGRAM ADMIN	\$418,409	\$487,898		487,898
01044200 - SPECIAL EVENTS ADMIN	\$299,618	\$331,833		331,833
01044300 - ATHLETIC PROGRAMMING	\$435,291	\$453,123		453,123
01044500 - HORTICULTURE	\$134,382	\$193,996		193,996
01044600 - PARK GROUNDS MAINTENANCE	\$1,224,065	\$1,744,209		1,744,209
01044900 - SENIOR CENTER	\$230,870	\$238,739		238,739
01055000 - POLICE ADMINISTRATION	\$2,242,729	\$2,507,292		2,507,292
01055100 - PATROL	\$5,115,488	\$5,693,004		5,693,004
01055200 - CRIMINAL INVESTIGATION	\$1,527,481	\$1,642,102		1,642,102
01055300 - ANIMAL CONTROL	\$545,366	\$577,993		577,993
01055400 - SCHOOL GUARDS	\$104,655	\$100,620		100,620
01055500 - CRIME PREVENTION	\$155,930	\$168,083		168,083
01055600 - SWAT ORG	\$71,891	\$146,049		146,049
01055700 - RECORDS	\$361,883	\$378,642		378,642
01055900 - POLICE SPECIAL SERVICES	\$427,656	\$415,254		415,254
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	\$472,641	\$621,263		621,263
01066200 - STREET MAINTENANCE	\$1,640,567	\$3,452,237		3,452,237
01066300 - TRAFFIC OPERATIONS	\$1,167,217	\$1,110,552		1,110,552
01066700 - EQUIPMENT SERVICES	\$1,239,714	\$1,340,941		1,340,941
01066800 - BUILDING MAINTENANCE	\$761,392	\$979,330		979,330
01077000 - FIRE ADMINISTRATION	\$628,379	\$673,422		673,422
01077100 - FIRE PREVENTION	\$306,559	\$355,291		355,291
01077200 - FIRE SUPPRESSION	\$5,021,980	\$5,132,258		5,132,258
01077300 - ADVANCED LIFE SUPPORT	\$1,604,430	\$1,808,383		1,808,383
01077500 - EMERGENCY MANAGEMENT ADMIN	\$129,146	\$197,229		197,229
01088000 - GENERAL NON DEPARTMENTAL	\$1,349,747	\$1,144,758		1,144,758
01099000 - USE OF FUND BALANCE	\$0	\$209,791		209,791
Expense Total	\$35,105,643	\$40,583,385	\$115,578	\$40,698,963
NET TOTAL- USE OF FUND BALANCE	(\$5,277,480)	(\$862,511)	(\$115,578)	(\$978,089)
BEGINNING FUND BALANCE 10-01-2022 (UNAUDITED)	\$ 17,426,109			\$ 12,148,629
ENDING FUND BALANCE 09-30-2023 (UNAUDITED)	\$ 12,148,629			\$ 11,170,541

* Note: Unaudited fund balance as calculated in the Munis financial system.
FY 2023 Revenue entries are currently being reconciled, entered, and posted.



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Consider a resolution requesting to extend the original Council authorization of \$90,000 by an additional \$33,100.00 to support the current year's audit. Funding for the requested action is contained in the current year's budget by adjusting departmental expenditures.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **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

BACKGROUND/HISTORY:

During FY 2023, the City's Accounting and Reporting Office experienced sudden departures of key personnel that resulted in a backlog that required additional personnel and expertise. Since Bey Accounting & Bookkeeping Services was already contracted with the City for technical knowledge related to Munis Bank Reconciliation software, the company was tasked with additional responsibilities related to FY 2022 and FY 2023 audits. While the City is in a much better position from its engagement with this company, there remains additional work that needs to be completed. Staff anticipates the remaining work to be completed in the near term.

During Fiscal Year 2023, the City Council approved a contract with Bey Accounting & Bookkeeping Services in the amount not to exceed \$90,000. The staff is requesting an additional \$33,100 to this contract bringing the total amount not to exceed \$123,100. Funding is within the current appropriations.

POLICY EXPLANATION:

As per the City's Home Rule Charter, the Council shall designate qualified certified public accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the City government. Approval of the additional request for funding would allow Fiscal Services to accomplish this mandate.

FUNDING SOURCE:**ORG and Object Number**

01022000-700450 (Accounting & Reporting -- Contractual Services)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$33,860.21	\$33,100.00	\$760.21

ACTION ALTERNATIVES:

1. Approve the contract extension and additional funding of \$33,100.
2. Do not approve the contract extension and additional funding of \$33,100.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-136 - Bey Accounting & Bookkeeping Services - Pdf](#)

RESOLUTION NO. 2023-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN ADDITIONAL EXPENDITURE IN THE AMOUNT OF \$33,100 TO THE EXISTING CONTRACT WITH BEY ACCOUNTING & BOOKKEEPING SERVICES IN THE AMOUNT OF \$90,000, BRINGING THE TOTAL AMOUNT NOT TO EXCEED \$123,100; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOUCMENTS RELATED TO SAID EXPENDITURE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 6, 2022, the City of Duncanville, Texas entered into the existing contract with Bey Accounting & Bookkeeping Services; and

WHEREAS, it is necessary to maintain a governmental accounting system that provides full disclosure of accurate financial information to both external users and internal management for the City of Duncanville; and

WHEREAS, Bey Accounting & Bookkeeping Services provides technical knowledge related to Munis Bank Reconciliation software and has assisted the City with additional responsibilities related to the FY 22 and FY 23 audits and the need for the company's services remain; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize an additional \$33,100 to the existing contract of \$90,000 for the services of Bey Accounting & Bookkeeping Services bringing the total amount not to exceed \$123,100.

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 authorize an additional \$33,100 to the existing contract of \$90,000 with Bey Accounting & Bookkeeping Services bringing the total amount not to exceed \$123,100.

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 19th 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

Bey Accounting and Bookkeeping Services, LLC
 475 E. FM 1382 #1882, Cedar Hill, TX 75104
 Email: gloria@beyaccounting.com
 Website: beyaccounting.com
 Mobile: 469-883-8523

Bey Accounting and Bookkeeping Services Agreement

1. Parties. This Services Agreement ("Agreement") is made between **City of Duncanville** ("Client") with a principal place of business at 203 E Wheatland Road, Duncanville, TX, and Bey Accounting and Bookkeeping Services ("BABS" or "Contractor"), with a principal place of business at Cedar Hill, Texas. Whereas, the Client and Contractor ("Parties") agree to the following terms and conditions for the Contractor's services, as an independent contractor, in exchange for fees:

2. Services. Whereas the Client and Contractor ("Parties") agree to the following services: (Check all that apply)

- ☐ - Accounts Payable
- ☐ - Accounts Receivable
- ☐ - Biweekly Payroll Processing
- ☐ - Bank Reconciliation
- ☐ - Budget Facilitation/Analysis
- ☐ - Cash Flow Management & Analysis
- ☐ - W-2 and Form 1099 Filing Annually
- ☐ - Financial Statements – Balance Sheet and Profit and Loss Statement
- ☐ - Fixed Assets Tracking
- ☐ - Grants Financial Management/Compliance
- ☐ - Internal Board & Senior Management Financial Reporting Presentation
- ☐ - Project Assistance/Staff Augmentation
- ☐ - Credit Card Reconciliations
- ☐ - Payroll Tax Filing
- ☐ - Track Membership Activity & Donations
- ☒ - **Other: Perform year-end accounting services and any other services agreed upon by BABS and the client.**

The aforementioned selections shall be referred to as the "Services". The Contractor shall, at all times, observe and comply with generally accepted accounting principles while complying with all laws, rules and regulations governing the accounting profession imposed by government authorities or professional associations of which Contractor is a member.

3. Fees. The Client agrees to pay the Contractor: (check one)

- ☒ - **Per Hour.** \$125/ hour for providing the Services.

☐ - **Fixed Amount.** \$0 monthly (not including QuickBooks subscription) as the total amount for the Services.

☐ - **Other.** No fee charged for the initial clean-up of accounting records with this agreement.

4. Payment. The Client shall pay the Contractor: (check one)

☐ - **Recurring Payment.** ☐ bi-weekly ☐ monthly ☐ quarterly in the amount of \$0.

☐ - **Upon Completion.** Upon completion of the Services to the Client in the amount of \$_____.

☒ - **Other.** Upon Submission of Invoice to Client– Monthly

5. Expenses. The Client shall: (check one)

☐ - **Pay Expenses.** In addition to the Fees provided in Section III, the Client agrees to reimburse the Contractor for any out-of-pocket expenses incurred that include, but are not limited to, travel expenses, taxes, and postage.

☒ - **Not Pay Expenses.** All expenses, including, but not limited to, travel expenses, taxes, and postage shall be the responsibility of the Contractor.

6. Term. The Term of this Agreement shall be: (check one)

☐ **Fixed Period.** Starting November 27, 2023 and ending _____, 20____.

☐ **Ongoing Period.** The arrangement of the Services provided by the Contractor shall be on-going beginning on date to be determined.

☒ **Other.** The contract shall not exceed \$15,000 based upon mutually agreed hours of work.

7. Termination. This Agreement shall be: (check one)

☐ - **Terminated by Client.** By providing the Contractor at least 30 days' written notice.

☐ - **Terminated by Contractor.** By providing the Client 30 days' written notice.

☒ - **Terminated by Both Parties.** By mutual consent this agreement may be terminated by both parties effective immediately.

The Client shall pay the Contractor in-full for hours of service which have been provided up to the point of the contract termination.

8. Client's Obligations. The Client shall be solely responsible for providing the Contractor all financial information related to their personal and/or business affairs including, but not limited to, all materials, data, and documents necessary to perform the Services under this Agreement. The Client acknowledges and agrees that the accuracy of financial information supplied to the Contractor is the sole responsibility of the Client and the Contractor shall

be held harmless from any liability resulting from the inaccuracy of the financial information provided.

9. **Employment Status.** The Parties agree that the Contractor shall provide the Services to the Client as an independent contractor and shall not be acting or determined to be an employee, agent, or broker.
10. **Confidentiality.** The Contractor, shall in the course of performing the Services hereunder, gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data, documents, discussion, or other information developed by the Contractor hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, electronic or machine-readable form. The Contractor agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the client, disclose such Confidential Information to third (3rd) parties or use such Confidential Information for any purposes other than the performance of its obligations hereunder. The obligations under this section shall survive the termination or expiration of this Agreement.
11. **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on the day of delivery if delivered by hand, standard mail, or e-mail during the receiving party's regular business hours.
12. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.
13. **Dispute Resolution.** Any dispute arising between the Parties in connection with this Agreement, its interpretation, validity, performance, enforceability, breach or termination, shall be settled in an amicable way by the Parties by direct negotiations held in good faith for a term not exceeding 30 (thirty) calendar days. If upon expiration of the 30-days period, the Parties have not reached an amicable settlement, the dispute may be submitted to the decision of a mutually selected single arbitration and shall be finally settled under the rules of Arbitration of the State of Texas.
14. **Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.
15. **Limitation of Liability.** In no event shall either party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred by the other party arising out of the services provided under this Agreement, even if such party has been advised of the possibility of such damages. In no event will neither party's liability for damages on any claim, loss or liability arising out of or connected with this Agreement shall exceed the amounts paid to the Contractor during the period immediately preceding the event giving rise to such claim or action by the Client

or the limits of the Contractor's professional liability policy, whichever is greater of the errors and omissions policy that is in place.

16. Indemnification. To the extent permitted by law, each party shall at its own expense indemnify and hold harmless, and defend such party affiliates, subsidiaries, and assigns its respective officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses, and costs, including attorneys' fees and court costs, which arise directly or indirectly out of or related to any breach of this Agreement or the gross negligence or willful misconduct of a party's employees or agents.

17. Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself to any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

18. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written.

Client's Signature: _____

Client's Printed Name: _____

Date: _____

Contractor's Signature: Gloria Bey

Contractor's Printed Name: Gloria Bey

Date: November 15, 2023



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Receive the Fiscal Year 2022-2023 Fourth Quarter Investment Report as of September 30, 2023.

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

POLICY EXPLANATION:

PFIA (Public Funds Investment Act) recommends quarterly investment reports are provided to the governing body. This report will cover investment and interest earnings activity for the first quarter of FY 2023. All investments must comply with the PFIA requirements and guidelines.

FUNDING SOURCE:

ORG and Object Number

n/a

Available Budget

n/a

Purchase Amount

n/a

After Encumber

n/a

ACTION ALTERNATIVES:

There is no City Council action required.



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Receive the Monthly Financial Report as of October 31, 2023.

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

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

The Financial Report is presented to provide actual revenues and expenditures compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds.

POLICY EXPLANATION:

The City Council expects to receive monthly reports on the City's financial condition. October is the first month of the fiscal year 2023-2024. Revenues and expenditures are unaudited and will be updated as the year progresses.

FUNDING SOURCE:

ORG and Object Number

n/a

Available Budget

n/a

Purchase Amount

n/a

After Encumber

n/a

ACTION ALTERNATIVES:

There is no City Council action required.



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Receive the Parks and Recreation Department Quarterly Report

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

Receive the Parks and Recreation Department Quarterly Report

POLICY EXPLANATION:

Receive the Parks and Recreation Department Quarterly Report

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

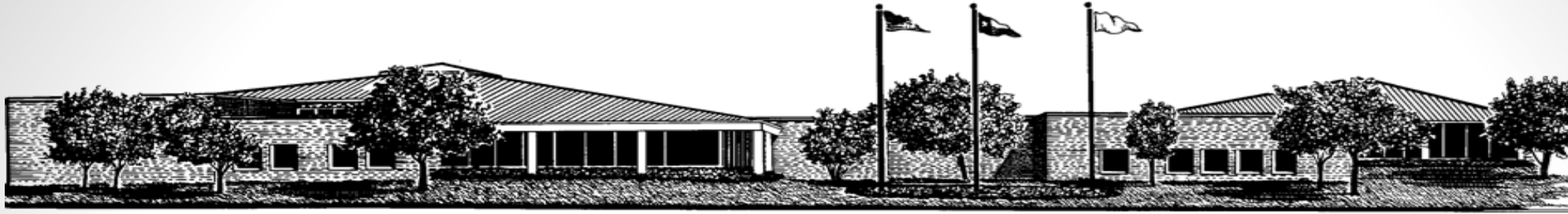
\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[2023-12-19 - Parks and Recreation Quarterly Report](#)



PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING

DECEMBER 19, 2023

BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

***We are building a vibrant, inclusive community, driven by a commitment to
democratic principles and service above self***

City of Duncannonville



1

New Employees

- Parks – Darius Fuller, Spray Technician
- Parks – Mario Macias, Irrigation Technician (Promotion)
- Parks – Kaelyn Cruz, Maintenance Worker I – Horticulture (Promotion)



Darius Fuller



Mario Macias



Kaelyn Cruz

Park Maintenance Measurables

- The Parks Operations Division hosted 2,460 patrons through 40 outdoor pavilion rentals.
- Averaged a response time of under 24 hours for vandalism and less than 48 hours for fallen trees and routine repairs, ensuring the parks remained enjoyable and safe for visitors.
- Conducted 36 thorough park amenity inspections, maintaining high-quality facilities.
- The Parks Litter crews averaged 400 bags of trash per week accumulated from streets and parks. They also assisted the Police Department with multiple Oriole and Cockrell Hill underpass cleanups.
- The Parks Irrigation Division effectively resolved issues resulting from breaks, leaks, and programming errors. The 2-man crew was successfully able to manage 235,530 cubic meters of water to the city's parks, athletic fields, and medians.



Park Maintenance Measurables

- The Athletics Maintenance Division accomplished a successful tournament season, hosting a total of 597 practices, 73 games, and 10 tournaments across the four athletic complexes.
- In addition to hosting game play, staff was able to complete preparations for off season operations by planting seasonal rye and host a regional cross country meet at Lakeside Park.
- The Horticulture Division completed the renovation of 12 flower beds into drought tolerant material and completed preparation of flower beds for seasonal pansies throughout the city.
- Park Staff participated in 3 city sponsored events, the clean up and organization of service center supplies and equipment.
- A new chess table was installed at Pyburn Park.



Keep Duncanville Beautiful Board

- KDB Awarded 5 new properties Curb Appeal Winners and Awarded Cox Farms Market with the Business Beautification Award for the Summer Quarter.
- Hosted a Community Clean up of the Railroad Right of Way, and participated in National Night Out, Boo Bash Celebration, Operation Clean Duncanville, and held their Annual planning retreat.
- KDB also completed the installation of 2 new Blackland Prairie plots at Lakeside Park.



Recreation Center Measurables

- Visits: August 2023 – October 2023
 - 113 memberships were sold throughout this quarter. Customers are waiting to renew their memberships in January during our Membership Drive.
 - 4,872 visits (visits are trending downward as we approach the holiday season).
 - 1,495 Day Pass Visits.
 - *New Program* – SilverSneakers/Tivity Partnership – beginning September 1, 2023, seniors with Medicare Advantage or Medicare Supplement can receive FREE access to the Duncanville Recreation Center. A 16-digit SilverSneakers ID number is required to enroll.
 - Renew Active – Staff is working to add a partnership with Renew Active, a senior citizen program with United Healthcare, by the next quarter.
- Programs
 - Sidesteppers
 - Pickleball
 - Karate
 - Yoga
 - SWAT Afterschool
 - Jazzercise
 - Tumbling
 - Cheerleading
 - Volleyball
 - DC Sports Basketball



Recreation Center Measurables

- Events
 - Movies in the Park
 - Catfish Catch
 - Hispanic Heritage Festival
 - Family Field Day
 - Boo Bash
- Recent Special Events
 - Christmas Parade & Tree Lighting – Friday, December 1
 - Cookies with Santa – Saturday, December 9
 - Family Game Night – Friday, December 15
- Upcoming Events
 - Membership Drive – January 2024
 - Daddy Daughter Dance – Saturday, February 17



Membership Drive

January 1st – 31st

DUNCANVILLE RECREATION CENTER MEMBERSHIP DRIVE JAN. 1ST - 31ST



1 YEAR MEMBERSHIP FOR
THE PRICE OF 6 MONTHS

Amenities Include:



Fitness Room



Indoor Gym



Game Room



Indoor Walking Track

For more informaton, contact the
Recreation Center at 972-780-5070.



City of Duncanville



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Daddy Daughter Dance

February 17th



City of Duncanville



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Senior Center Measurables

- Visits: August 2023 – October 2023
 - 59 new and renewed memberships were sold throughout this quarter.
 - 2,943 visits
 - The Senior Center continues to operate at 100%
- Meals Served through DAAA/VNA Services
 - Dine-in lunch
 - 7,476
- Events
 - Bingo
 - Coffee with the Mayor
 - Walk in the Park
 - Game Night
 - Bagel Social
 - Hispanic Heritage Month Fireside Chat
 - Monthly Birthday Celebration
 - Trips to museums, restaurants, and entertainment venues
 - Various performances including choir and live entertainment



Senior Center Activities

- Staff continues to coordinate dine-in meal services for the senior citizens with the assistance of the Visiting Nurses Association (VNA) and Dallas Area Agency on Aging (DAAA).
 - Average in-person attendance is 45 members per day.
 - Average approximately 40 lunch meals per day (Dine-in).
 - Staff continues to provide mental games and activities for the seniors to keep their minds active and entertained, such as Bingo, Coffee with the Mayor, A Walk in the Park, Birthday Month Celebration, and other activities.
 - Working with the Share and Care Site Council, the staff makes weekly contact with all the members to make sure everyone is safe and inquire about any needs.

Bond Election Projects

- Armstrong Park
 - Awarded Texas Parks & Wildlife Local Non-Urban Grant - \$749,805!
 - Plans are 100% complete
 - Construction began in July, 2023
 - Completion expected in March 2024
 - Staff distributed over 400 wood remnants from Kidsville along with Texas-shaped pavers
- Harrington Park
 - Plans are 100% complete
 - Received an updated Guaranteed Maximum Price (GMP)
 - Options to be determined with all the bond projects
- Trails
 - Projects still to be identified





Questions?



STAFF REPORT

MEETING: City Council - 19 Dec 2023

TITLE:

Receive the Library Quarterly Report

Vision Statement:

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

Pillar:

- 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:

Julio Velasquez, Library Director

BACKGROUND/HISTORY:

Receive the Library Quarterly Report

POLICY EXPLANATION:

Receive the Library Quarterly Report

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

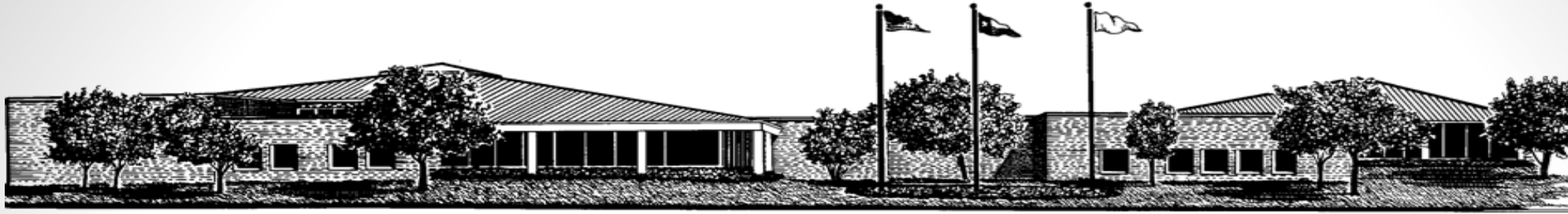
\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[2023-12-19 - Library Quarterly Report](#)



LIBRARY QUARTERLY REPORT

JULIO VELASQUEZ, LIBRARY DIRECTOR

DECEMBER 19, 2023

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

City of Duncannonville



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Staff Updates

- Staff In-Service Day.
- Managing difficult patrons.
- De-escalating volatile situations.
- Providing resources for un-housed patrons.



Activities and Programs

Best Southwest Library Consortium Quarterly Stats 2023.

- In person check-outs at Duncanville library by patrons from other Best Southwest Libraries.
- Cedar Hill = 934
- DeSoto = 367
- Lancaster = 127
- Total = 1428



Activities and Programs

Best Southwest Library Consortium Quarterly Stats 2023.

- Transfers between BSWs:
- Duncanville to Cedar Hill = 496
- Duncanville to DeSoto = 297
- Duncanville to Lancaster = 113
- Total = 906

Activities and Programs

Best Southwest Library Consortium Quarterly Stats 2023.

- Transfers between BSWs:
- Duncanville to Cedar Hill = 496
- Duncanville to DeSoto = 297
- Duncanville to Lancaster = 113
- Total = 906

- Cedar Hill to Duncanville = 628
- DeSoto to Duncanville = 333
- Lancaster to Duncanville = 98
- Total = 1059



Activities and Programs

- **Youth Programming Quarterly Stats.**
- Reading Rangers = 43
- Kids Rock Painting = 18
- Family Board Games = 34
- Preschool Story Time = 143
- Nursery Rhyme Time = 125
- Read to Dogs = 58

Activities and Programs

- Boo Bash 2023



Activities and Programs

- Boo Bash 2023



Activities and Programs

- Boo Bash 2023





QUESTIONS?