



Duncanville City Council Meeting Agenda

Videoconference via ZOOM

Duncanville City Hall

203 E. Wheatland Road

Duncanville, TX 75116

(972) 780-5017

CANCELED

Tuesday, February 16, 2021

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

7:00 P.M. - Regular Session

or immediately following the 6:00 P.M. Work Session/Briefing

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, February 16, 2021, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

To speak during Open Comments, you must register with the City Secretary before 4pm on Tuesday, February 16, 2021, email citysecretary@duncanville.com and title the email "Public Comment – February 16th". You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_9WifSRA4ROSbq2qiSWGbFg

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

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

WORK SESSION / BRIEFING

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

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

- | | | |
|----|--|--------|
| A. | Discuss appointments to boards and commissions to fill existing vacancies on the Zoning Board of Adjustment and the Sign Control Board.
Appointments to Board and Commissions | 6 - 16 |
| B. | Receive Presentation on CARES Act Funding 2020.
CARES Act Funding 2020 | 17 |

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, Texas Government to deliberate personnel matters concerning the appointment, employment evaluation, duties of a public officer (s), to wit: Municipal court chief judge and associate municipal judges.

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

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

2. PROCLAMATIONS AND PRESENTATIONS

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"

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, February 16, 2021, email citysecretary@duncanville.com and title the email "Public Comment – February 16th. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

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

4. **CONSENT AGENDA**

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

- A. Consider a Resolution authorizing the award of bid IFB 21-009 to Anderson Asphalt & Concrete Paving, LLC for Mill and Overlay in an amount up to \$766,623.60
[FY 21 - Mill & Overlay of City Streets](#) 18 - 35
- B. Consider a Resolution authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, BG21 Rifle-Resistant Body Armor Grant Program, to provide funding for the Police Department, to purchase nine sets of rifle-resistant body armor for Police Officers, with a total grant value of \$16,650.00.
[BG21 Rifle-Resistant Body Armor Grant Program](#) 36 - 39
- C. Consider a Resolution authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, BG22 Rifle-Resistant Body Armor Grant Program, to provide funding for the Police Department, to purchase eighteen (18) sets of rifle-resistant body armor for Police Officers, with a total grant value of \$33,300.00.
[FY22 Rifle-Resistant Body Armor Grant Program](#) 40 - 43
- D. Consider a Resolution authorizing an amendment to an existing purchase agreement for a new annual purchase amount up to \$125,000.00 with Olson Electric, Inc. for electrical installation, maintenance, repair services, and parts for various City departments.
[Olson Electric, Inc.](#) 44 - 57
- E. Consider a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding election on May 1, 2021, to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.
[Joint Election Agreement and Election Services Contract](#) 58 - 81

5. **ITEMS FOR INDIVIDUAL CONSIDERATION**

- A. Consider an Ordinance amending Sec. 19-107 of the City of Duncanville Ordinance to declare a portion of Oriole Blvd as a No Parking Zone. 82 - 86

[Declaring a portion of Oriole Blvd as a No Parking Zone](#)

- B. Consider an Ordinance providing for the appointment and contract for a Presiding Municipal Court Judge and Associate Municipal Court Judges for the Municipal Court of Duncanville; and, authorizing the Mayor to sign. 87 - 102

[Municipal Court Judges](#)

- C. Consider a Resolution approving the terms and conditions of an agreement by and between the City of Duncanville and Wells Fargo Bank N.A. as a Merchant Processing Services provider for an initial term of a three (3) year period with the option to extend the contract for three (3) additional two-year periods under the same terms and conditions 103 - 106

[Merchant Processing Services \(MSP\)](#)

- D. Consider appointments to boards and commissions, being appointments to fill existing vacancies on the Zoning Board of Adjustment and the Sign Control Board. 107 - 117

[Appointments to Board and Commissions](#)

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

6. STAFF AND BOARD REPORTS

- A. Receive the Library Quarterly Report. 118 - 123

[Library Quarterly Report](#)

- B. Receive Police Department 2020 Racial Profiling Report. 124 - 167

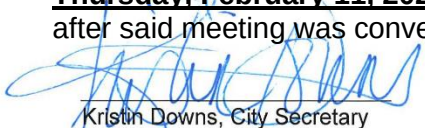
[Racial Profiling Report 2020](#)

- C. Receive the Fiscal Year 2021 First Quarter Investment Report as of December 31, 2020. 168 - 177

[Annual Investment Report](#)

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Thursday, February 11, 2021 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.


Kristin Downs, City Secretary

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

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

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

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

CANCELLED



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Discuss appointments to boards and commissions to fill existing vacancies on the Zoning Board of Adjustment and the Sign Control Board.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal 1: Foster a values-based environment where employees are supported and encouraged to develop, in order to achieve and sustain a healthy relationship between the organization's stakeholders.

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

During its regular board and commission appointment process, the Zoning Board of Adjustment and Sign Control Board, had one vacancy each remaining. City Council directed staff to continue to advertise for board vacancies. We now have applications from three (3) citizens specifically interested in serving on the Sign Control Board or the Zoning Board of Adjustment.

Those applicants are:

Boards Interested In:

Applicants:	Sign Control Board	Zoning Board of Adjustment
Mr. Edward Stith	Yes	Yes
Mr. Javar Avery	Yes	Yes
Mr. Jarred Davis	No	Yes

- The Zoning Board of Adjustment currently has one (1) vacancy to fill (Alternate #2).
- The Sign Control Board currently has one (1) vacancy to fill.

POLICY EXPLANATION:

Board and commission members serve at the will and pleasure of the City Council and the City Council reserves the right to appoint or remove board or commission members at any time. Applications of interested citizens are attached.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

[Edward Stith - District 1](#)

[Javar Avery - District 2](#)

[Jarred Davis - District 4](#)



FOR OFFICE USE

Received:	
Appointed to:	
Date Approved:	
Term Dates:	
District #:	

ONLY

The Duncanville City Council is committed to building a "vibrant and inclusive community, driven by a commitment to democratic principles and service above self." Through a diverse and inclusive voice from our Boards and Commissions, we hope to bridge the gap between citizens and City Council, forging the future of Duncanville! To begin the process, we would like for you to answer some questions below. It is our desire to partner you with a Board or Commission that you not only have a desire to serve with, but also matches your talents. Thank you again for your interest and desire to serve your community!

City of Duncanville Boards and Commission Application

PUBLIC INFORMATION NOTICE

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the home address and phone numbers. This designation can be made on the application.

I ELECT TO WITHHOLD THE FOLLOWING INFORMATION FROM PUBLIC ACCESS: (circle selection)

HOME ADDRESS

TELEPHONE NUMBER

To be eligible to serve, one must be a resident of the City of Duncanville, and not be in arrears on City of Duncanville ad valorem taxes, fines or fees.

Name: Edward Stith	Occupation: Librarian
Home Address: [REDACTED]	District 1
Telephone Number: [REDACTED]	Email Address: [REDACTED]
Registered Voter: ☒ Yes / No	Resident for # of Years in City: 4

Please indicate the Board or Commission you have a preference in serving on, by numbering them in order from 1 to 5

City Planning & Zoning Commission	Parks & Recreation Advisory Board	
Civil Service Commission	Senior Advocacy Commission	
Duncanville Community & Economic Development Corporation (DCEDC)	Sign Control Board	
Keep Duncanville Beautiful Board	Tax Increment Finance Reinvestment Zone Board	
Library Advisory Board	Tri-City Animal Shelter	

Multicultural Social Engagement Partnership	Zoning Board of Adjustment	X
Neighborhood Vitality Commission		

Why are you interested in applying for this specific Board or Commission?

I would like to make contributions to Duncanville's growth.

What do you hope to accomplish by serving on this Board or Commission?

I want to help in any way I can to make Duncanville a growing and vibrant community. I also think I will learn a great deal on this Board, and I can offer my research skills to the members on the Board.

What experience do you possess that will be helpful to the mission of this Board or Commission?

I am an experienced researcher who can analyze zoning adjustment recommendations to that of similar cities and assess what benefits have been accomplished, per the adjustment, by reviewing data driven business intelligence documents.

How will you engage other citizens to provide to you a perspective or recommendations?

I can utilize social media such as NextDoor and place informational notices with contact information at strategic locations around the city. In addition, I am willing to conduct polls in diverse areas of the city.

What concerns, if any, do you have about issues facing Duncanville?

Profitable and equitable zoning of the land in Duncanville.

Are you, or a member of your family, involved in any business transaction with the City of Duncanville? If yes, please explain below.

No.

Have you ever been convicted of a felony? If yes, please explain below.

No.

Pursuant to Ordinance No. 1975 members of boards and commissions shall not be delinquent in the payment of ad valorem taxes, except for the duration of a timely protest in accordance with law and shall not be delinquent in the payment of any fine owing to the City.

The following information is needed for verification purposes.

Complete legal name: Edward Seymour Stith
Complete legal name of spouse:
Home address: [REDACTED]
List all properties that you own or have an interest within the City of Duncanville: [REDACTED]

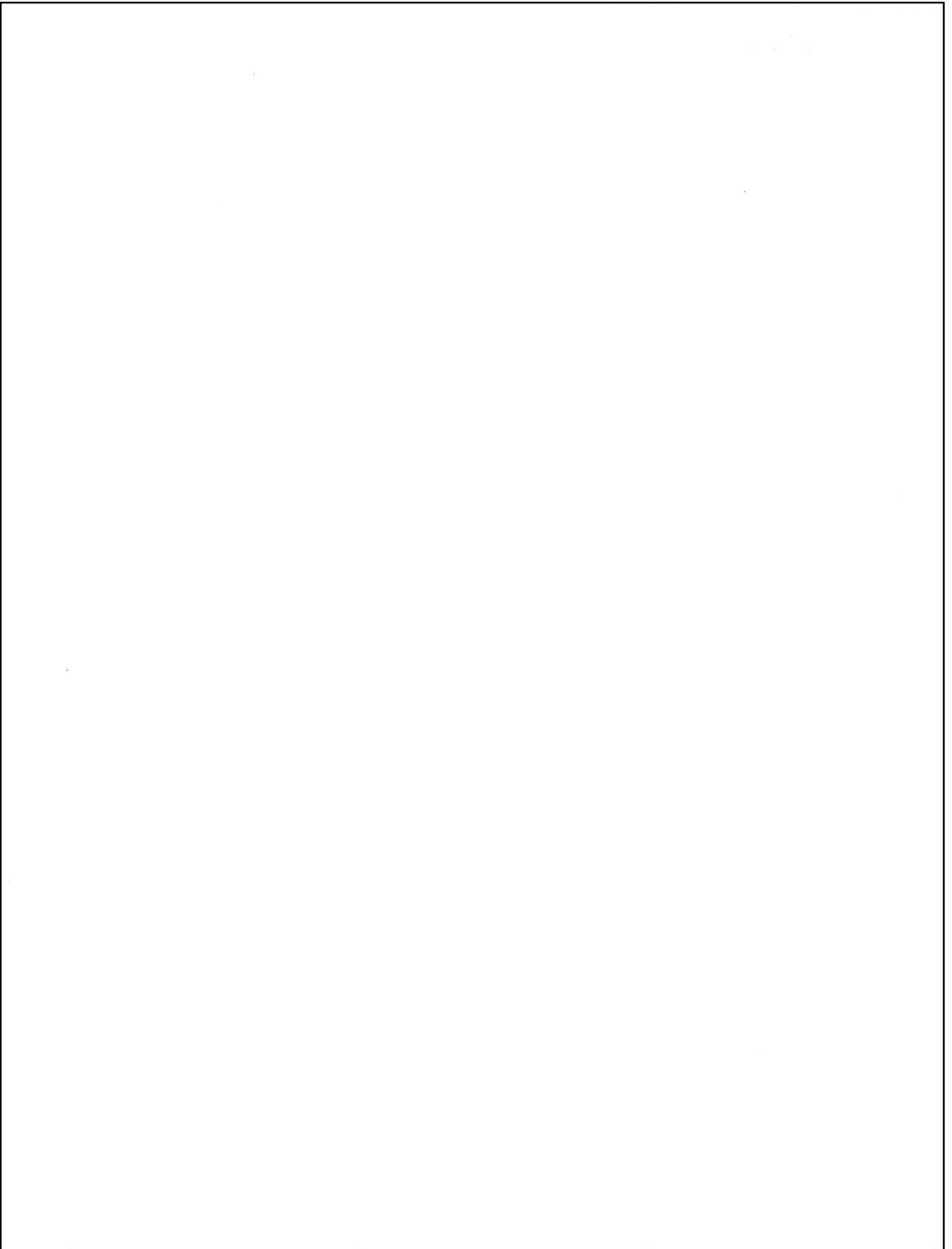
List all businesses that you own or have an interest within the City of Duncanville:
N/A

Signature:  Date: 11/05/20

Please return your completed application to the City Secretary's Office at City Hall, 203 E Wheatland Rd.,
Duncanville, TX 75116 or via electronic mail (e-mail) at kdowns@duncanville.com

2

APPLICATIONS ARE KEPT ON FILE FOR A YEAR AND ARE ALWAYS WELCOME AS VACANCIES MAY
OCCUR THROUGHOUT THE YEAR.





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Term Dates:	
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HOME ADDRESS

TELEPHONE NUMBER

To be eligible to serve, one must be a resident of the City of Duncanville, and not be in arrears on City of Duncanville ad valorem taxes, fines or fees.

Name: Javar Avery	Occupation: President/Managing Partner
Home Address: [REDACTED] District 2	
Telephone Number: [REDACTED]	Email Address: [REDACTED]
Registered Voter: ☒ Yes / ☐ No	Resident for # of Years in City: 6 months

Please indicate the Board or Commission you have a preference in serving on, by numbering them in order from 1 to 5

City Planning & Zoning Commission	3	Parks & Recreation Advisory Board	
Civil Service Commission		Senior Advocacy Commission	
Duncanville Community & Economic Development Corporation (DCEDC)	2	Sign Control Board	
Keep Duncanville Beautiful Board		Tax Increment Finance Reinvestment Zone Board	4
Library Advisory Board		Tri-City Animal Shelter	
Multicultural Social Engagement Partnership		Zoning Board of Adjustment	1
Neighborhood Vitality Commission			

Why are you interested in applying for this specific Board or Commission?

City boards aligns with my purpose of not just being a resident of the city, but being an active constituent. All boards impact the residents in some form. it's my goal to make sure that the impact is thoughtful and carried out in the correct manner.

What do you hope to accomplish by serving on this Board or Commission? Make a contribution to my community, and further enhance my knowledge base of how cities function.
What experience do you possess that will be helpful to the mission of this Board or Commission? I have an entrepreneurial background with a focus on mergers and acquisitions. I have gained a great deal of knowledge in finance from this. I am a team player, purpose driven/mission oriented, I am a thought leader, and possess the skills to think through difficult situations.
How will you engage other citizens to provide to you a perspective or recommendations? I will get to know my neighbors to understand their concerns. I will also listen via social media.
What concerns, if any, do you have about issues facing Duncanville? I am fairly new to the city. I am not aware of the issues facing the city yet. However, I see others concerns on Nextdoor.
Are you, or a member of your family, involved in any business transaction with the City of Duncanville? If yes, please explain below. No
Have you ever been convicted of a felony? If yes, please explain below. No

Pursuant to Ordinance No. 1975 members of boards and commissions shall not be delinquent in the payment of ad valorem taxes, except for the duration of a timely protest in accordance with law and shall not be delinquent in the payment of any fine owing to the City.

The following information is needed for verification purposes.

Complete legal name: Javar Dawayne Avery
Complete legal name of spouse: [REDACTED]
Home address: [REDACTED]
List all properties that you own or have an interest within the City of Duncanville: N/A
List all businesses that you own or have an interest within the City of Duncanville: President/Managing partner of Sun And Moon Capital LLC.

Signature: Javar Avery Date: 01/04/2020

Please return your completed application to the City Secretary's Office at City Hall, 203 E Wheatland Rd., Duncanville, TX 75116 or via electronic mail (e-mail) at kdowns@duncanville.com

2

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HOME ADDRESS ☒

TELEPHONE NUMBER ☒

To be eligible to serve, one must be a resident of the City of Duncanville, and not be in arrears on City of Duncanville ad valorem taxes, fines or fees.

Name: Jarred Davis	Occupation: Human Resources Executive
Home Address: [REDACTED]	District 4
Telephone Number: [REDACTED]	Email Address: [REDACTED]
Registered Voter: ☒ Yes / No	Resident for # of Years in City: 1 year

Please indicate the Board or Commission you have a preference in serving on, by numbering them in order from 1 to 5

City Planning & Zoning Commission	2	Parks & Recreation Advisory Board	3
Civil Service Commission	4	Senior Advocacy Commission	
Duncanville Community & Economic Development Corporation (DCEDC)	1	Sign Control Board	
Keep Duncanville Beautiful Board		Tax Increment Finance Reinvestment Zone Board	
Library Advisory Board	5	Tri-City Animal Shelter	
Multicultural Social Engagement Partnership		Zoning Board of Adjustment	
Neighborhood Vitality Commission			

Why are you interested in applying for this specific Board or Commission?

see last page

What do you hope to accomplish by serving on this Board or Commission? <i>see last page</i>
What experience do you possess that will be helpful to the mission of this Board or Commission? <i>see last page</i>
How will you engage other citizens to provide to you a perspective or recommendations? <i>see last page</i>
What concerns, if any, do you have about issues facing Duncanville? <i>see last page</i>
Are you, or a member of your family, involved in any business transaction with the City of Duncanville? If yes, please explain below. No.
Have you ever been convicted of a felony? If yes, please explain below. No.

Pursuant to Ordinance No. 1975 members of boards and commissions shall not be delinquent in the payment of ad valorem taxes, except for the duration of a timely protest in accordance with law and shall not be delinquent in the payment of any fine owing to the City.

The following information is needed for verification purposes.

Complete legal name: Jarred D'Shea Davis
Complete legal name of spouse: N/A
Home address: [REDACTED]
List all properties that you own or have an interest within the City of Duncanville: [REDACTED]
List all businesses that you own or have an interest within the City of Duncanville: N/A

Signature: *Jarred Davis* Date: *7/2/21*

Please return your completed application to the City Secretary's Office at City Hall, 203 E Wheatland Rd., Duncanville, TX 75116 or via electronic mail (e-mail) at kdowns@duncanville.com

2
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Davis, Jarred
Board and Commission Application Questions/Response

Why are you interested in applying for this specific Board or Commission?

As a staunch believer in a participatory democracy, I have always been interested in and committed to board and commission service. I am specifically interested in this opportunity, which will allow me to bring my civic and professional experience and expertise into one service opportunity and contribute to the City of Duncanville in an effective and meaningful way.

What do you hope to accomplish by serving on this Board or Commission?

I hope to support the strategic goals and priorities of the Corporation or Commission by bringing my network and past professional and board service experience to support the successful implementation of programs and initiatives that further and bolster economic and community development priorities.

What experience do you possess that will be helpful to the mission of this Board or Commission?

I feel my previous board service, community involvement, and professional career in human resources has prepared me to positively contribute to this board or commission. My previous board experience includes serving on as board director for the Texas A&M University-Commerce Alumni Association, City of Dallas Planning and Zoning Commission Vice Chairman, Oak Cliff Chamber of Commerce Education Chair, and Dallas ISD CityLab Highschool Foundation board director.

How will you engage other citizens to provide to you a perspective or recommendations?

I will ensure there are well-established lines of communication to receive input and share with the community to work of the respective board or commission. In previous capacities as a commissioner, I was intentional about planning opportunities that engage the community and key stakeholders. I consider this to be primary function and expectation of a person chosen to serve in this capacity.

What concerns, if any, do you have about issues facing Duncanville?

I don't have any at this time.



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Receive Presentation on CARES Act Funding 2020.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.

STAFF RESPONSIBLE:

Tia Pettis, Assistant Finance Director

BACKGROUND/HISTORY:

On June 2, 2020, the City of Duncanville entered an interlocal agreement (Resolution No. 2020-047) with Dallas County to receive funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for up to \$2,173,050. The City received 20% of this funding up front in the amount of \$434,610 on July 2, 2020. The remaining 80% of the funding was requested from the County by submitting a proposal package. The proposal was approved, and the remaining available funds of \$1,738,440 were received by the City on November 3, 2020.

Per the U.S. Treasury Coronavirus Relief Fund Guidance, CARES Act funding may be used only for necessary expenditures incurred due to the public health emergency. The City utilized the funding for public health expenses, to improve telework capabilities, public safety payroll and other payroll related costs. All the expenditures totaling \$2,173,050 were incurred by November 30, 2020.

POLICY EXPLANATION:

The purpose of this item is to provide an overview of the costs recovered through CARES Act Funding in 2020.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

There is no City Council action required.



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Consider a Resolution authorizing the award of bid IFB 21-009 to Anderson Asphalt & Concrete Paving, LLC for Mill and Overlay in an amount up to \$766,623.60

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

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

Jacqueline R. Culton, P.E., Deputy Director of Public Works

Sheila Baker, MPA, Purchasing Manager

BACKGROUND/HISTORY:

Every year, Public Works Streets Maintenance Division selects several roads for mill and overlay pavement repairs as part of our annual Street Maintenance Plan. The specific, deteriorated roads to be rehabilitated are selected based on input from Viewworks, the City's Pavement Management software, on-site evaluation by the Street Superintendent, and coordination with the Utilities Division.

Hot mix asphalt mill and overlay is a cost-effective street maintenance strategy to prolong the life of certain public streets located within the City of Duncanville. This treatment involves milling the top few inches of damaged asphalt pavement and then overlaying the street with fresh asphalt pavement to create a new driving surface which is estimated to last 20 years. This contract provides for the milling and removal of up to three inches of deteriorated asphalt pavement before new asphalt pavement is installed. Removal of the old pavement provides for a more stable surface for new asphalt resurfacing and enhanced drainage of the roadway surface.

In FY21, fifteen road segments were selected for mill and overlay treatment: Bow Creek, Bow Creek Ct., Link, Center St., Shamrock, Linda Ln, High Ridge, Lakeside/Chatfield, Jellison, Center Ridge, W. Cherry, W. Orange, Van Rowe, Alexander Ct., S. Alexander. Attached is a map illustrating the location of the FY21 streets (Attachment 3).

The Invitation to Bid IFB-21-009 was advertised in the Focus Daily News on November 18, 2020, and November 25, 2020. The bid request was also advertised through the bidding notification system for Public Purchase, Black Chamber of Commerce, Hispanic Chamber of Commerce, Regional Hispanic Contractors, Black Contractors Association, North Texas Regional Certification Agency, 564 Historically Utilized Business (HUB) vendors from the State of Texas Centralized Master List, were notified via email. The City received five (5) completed bids prior to bid closing on December 4, 2020.

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

Staff reviewed the proposed pricing and certified that the prices offered by the recommended contractor are fair and reasonable. Anderson Asphalt & Concrete Paving, LLC, bid amount of \$766,623.60

POLICY EXPLANATION:

The lowest responsible and responsive bid was received from Anderson Asphalt & Concrete Paving, LLC., of Dallas, Texas, in the amount of \$766,623.60. The staff has reviewed the bid, bidder qualifications, and references and recommends award to Anderson Asphalt & Concrete Paving, LLC., This project was bid in compliance with Texas municipal purchasing statutes.

FUNDING SOURCE:

Funding exists in the FY21 General Budget (Street Maintenance) for this project.

Contract Log #:

1493

RECOMMENDATION:

Staff recommends approval of a resolution authorizing an award of IFB #21-009, to Anderson Asphalt & Concrete Paving for mill & overlay of City streets in the amount up to \$766,623.60.

ATTACHMENTS:

[Attachment 1 - Bid Tab-IFB-21-009 -MILL AND OVERLAY](#)

[Attachment 2 - Mill Overlay of City Streets FY 21](#)

[Attachment 3 - Map of Overlays](#)

[Attachment 4 - Anderson Minority Certificates](#)

[Attachment 5 - SAMS-Anderson Asphalt Concrete Paving LLC-2021](#)

[Attachment 6 - Resolution No. 2021-004 - FY21 Mill & Overlay from Anderson Asphalt & Concrete Paving, LLC](#)

ATTACHMENT 1

Owner: Project:	City of Duncanville, Dallas County, Texas MILL AND OVERLAY IFB NO. 21-009			Bidders Name & Address RELIABLE PAVING INC ARLINGTON, TX 76001 817-467-0779		Bidders Name & Address ANDERSON ASPHALT & CONCRETE Dallas TX 75229 972-310-2259		Bidders Name & Address TEXAS MATERIAL GROUP dba TEXAS BIT IRVING, TX 214-741-3531		Bidders Name & Address PAVECON PUBLIC WORKS, LP GRAND PRAIRIE 972-263-3223		Bidders Name & Address PEACHTREE CONSTRUCTION KELLER, TX 817-741-4658	
Bid Opens	December 4, 2020 @ 2:00 PM												
Item #	Est. Qty.	Unit	Description	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension
	3105	YD	BOW CREEK CT JELLISON ROUNDTOP	\$ 12.92	\$ 40,116.60	\$ 13.30	\$ 41,296.50	\$ 13.10	\$ 40,675.50	\$ 15.90	\$ 49,369.50	\$ 14.64	\$ 45,457.20
	5377	YD	BOW CREEK ESCUELA RED BIRD	\$ 12.92	\$ 69,470.84	\$ 12.73	\$ 68,449.21	\$ 13.10	\$ 70,438.70	\$ 15.95	\$ 85,763.15	\$ 13.95	\$ 75,009.15
	4225	YD	LINK CAMP WISDOM JELLISON	\$ 12.92	\$ 54,587.00	\$ 12.78	\$ 53,995.50	\$ 13.10	\$ 55,347.50	\$ 16.35	\$ 69,078.75	\$ 13.91	\$ 58,769.75
	12,700	YD	CENTER ST CEDAR RIDGE HORNE	\$ 12.92	\$ 164,084.00	\$ 12.42	\$ 157,734.00	\$ 13.10	\$ 166,370.00	\$ 16.40	\$ 208,280.00	\$ 13.77	\$ 174,879.00
	1,000	YD	SHAMROCK LINDA LN. CUL-DE-SAC	\$ 14.36	\$ 14,360.00	\$ 15.09	\$ 15,090.00	\$ 14.52	\$ 14,520.00	\$ 18.10	\$ 18,100.00	\$ 14.18	\$ 14,180.00
	3681	YD	LINDA LN S. MAIN TIMOTHY	\$ 14.36	\$ 52,859.16	\$ 13.39	\$ 49,288.59	\$ 14.52	\$ 53,448.12	\$ 17.10	\$ 62,945.10	\$ 14.18	\$ 52,196.58
	4,719	YD	HIGH RIDGE CRESCENT MEADOW RIDGE	\$ 12.92	\$ 60,969.48	\$ 12.98	\$ 61,252.62	\$ 13.10	\$ 61,818.90	\$ 16.10	\$ 75,975.90	\$ 13.70	\$ 64,650.30
	2523	YD	LAKESIDE/CHATFIELD MIDALE STEGER	\$ 12.92	\$ 32,597.16	\$ 13.33	\$ 33,631.59	\$ 13.10	\$ 33,051.30	\$ 15.95	\$ 40,241.85	\$ 13.09	\$ 33,026.07
	2910	YD	JELLISON N. CEDAR RIDGE BOW CREEK	\$ 12.92	\$ 37,597.20	\$ 13.04	\$ 37,946.40	\$ 13.10	\$ 38,121.00	\$ 15.95	\$ 46,414.50	\$ 13.95	\$ 40,594.50
	1266	YD	CENTER RIDGE CEDAR RIDGE APARTMENTS	\$ 12.92	\$ 16,356.72	\$ 14.15	\$ 17,913.90	\$ 13.10	\$ 16,584.60	\$ 16.70	\$ 21,142.20	\$ 18.65	\$ 23,610.90
	4671	YD	W.CHERRY TANGLEWOOD WALNUT	\$ 12.92	\$ 60,349.32	\$ 13.45	\$ 62,824.95	\$ 14.52	\$ 67,822.92	\$ 17.05	\$ 79,640.55	\$ 13.31	\$ 62,171.01
	4280	YD	W.ORANGE HORNE WALNUT	\$ 14.36	\$ 61,460.80	\$ 13.56	\$ 58,036.80	\$ 14.52	\$ 62,145.60	\$ 17.10	\$ 73,188.00	\$ 13.31	\$ 56,966.80
	4516	YD	VAN ROWE WALNUT HORNE	\$ 14.36	\$ 64,849.76	\$ 13.47	\$ 60,830.52	\$ 14.52	\$ 65,572.32	\$ 17.15	\$ 77,449.40	\$ 13.57	\$ 61,282.12
	375	YD	ALEXANDER CT ALEXANDER END	\$ 14.36	\$ 5,385.00	\$ 18.09	\$ 6,783.75	\$ 14.52	\$ 5,445.00	\$ 17.10	\$ 6,412.50	\$ 14.88	\$ 5,580.00
	3013	YD	ALEXANDER CT ALEXANDER END	\$ 14.36	\$ 43,266.68	\$ 13.79	\$ 41,549.27	\$ 14.52	\$ 43,748.76	\$ 17.85	\$ 53,782.05	\$ 14.88	\$ 44,833.44
					\$ -		\$ -				\$ -		
			Bid Total		\$ 778,309.72		\$ 766,623.60		\$ 795,110.22		\$ 967,783.45		\$ 813,206.82
	58361												

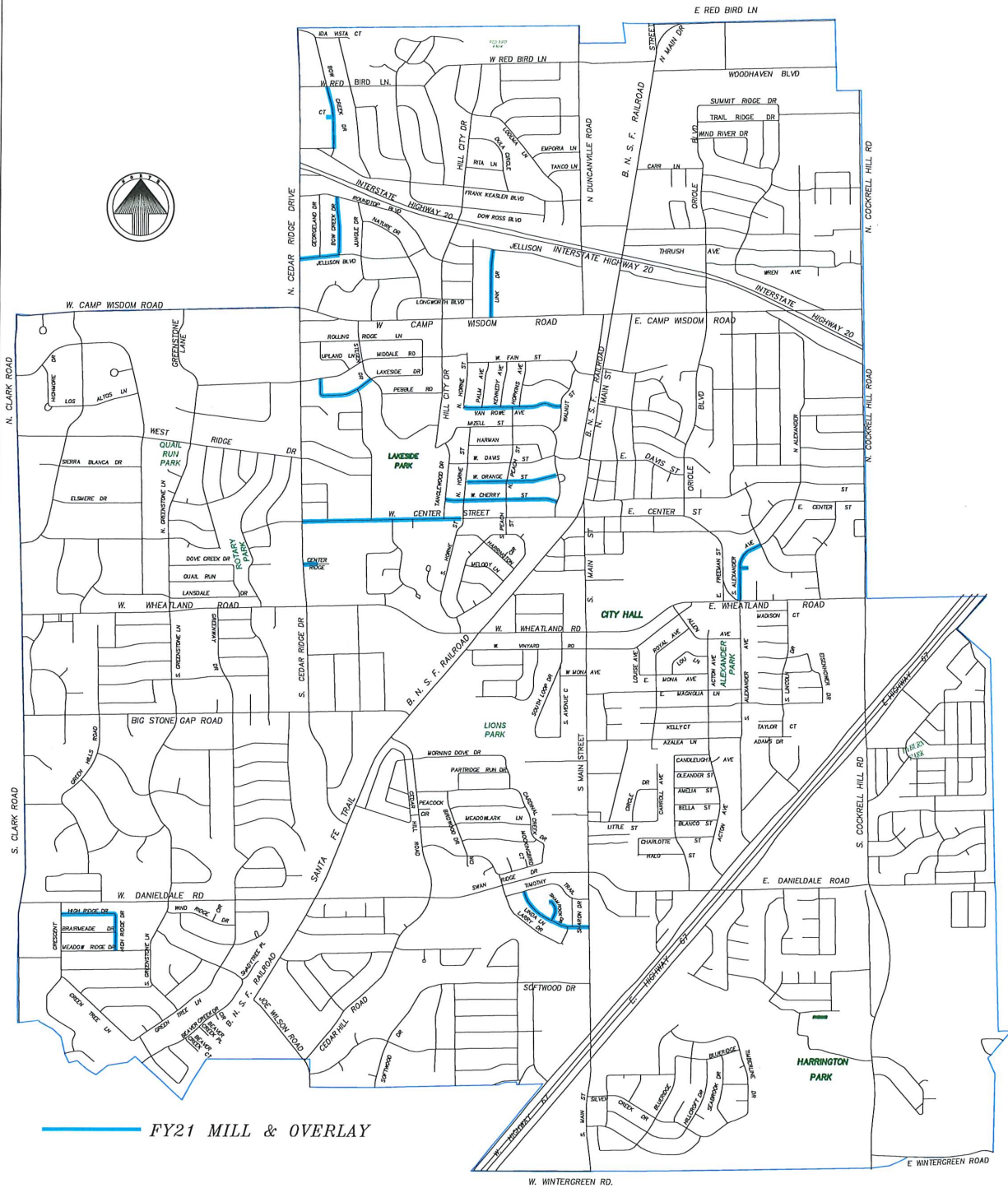
ANDRSON ASPHALT MINORTY VENDOR

2021 MILL and OVERLAY Bid Items

STREET NAME	FROM	TO	Unit Price	Estimated Area In Square Yards	Mill and Overlay Cost	Depth of Milling	Depth of Overlay	Time In Days to Complete Segment
BOW CREEK CT	JELLISON	ROUNDTOP	\$13.30	3,105	\$41,296.50	2"	2"	4
BOW CREEK	ESCUELA	RED BIRD	\$12.73	5,377	\$68,449.21	2"	2"	6
LINK	CAMP WISDOM	JELLISON	\$12.78	4,225	\$53,995.50	2"	2"	5
CENTER ST	CEDAR RIDGE	HORNE	\$12.42	12,700	\$157,734.00	2"	2"	9
SHAMROCK	LINDA LN.	CUL-DE-SAC	\$15.09	1,000	\$15,090.00	3"	2"	2
LINDA LN	S. MAIN	TIMOTHY	\$13.39	3,681	\$49,288.59	3"	2"	5
HIGH RIDGE	CRESCENT	MEADOW RIDGE	\$12.98	4,719	\$61,252.62	2"	2"	6
LAKESIDE/CHATFIE	MIDALE	STEGER	\$13.33	2,523	\$33,631.59	2"	2"	4
JELLISON	N. CEDAR RIDGE	BOW CREEK	\$13.04	2,910	\$37,946.40	2"	2"	4
CENTER RIDGE	CEDAR RIDGE	APARTMENTS	\$14.15	1,266	\$17,913.90	2"	2"	2
W.CHERRY	TANGLEWOOD	WALNUT	\$13.45	4,671	\$62,824.95	3"	2"	6
W.ORANGE	HORNE	WALNUT	\$13.56	4,280	\$58,036.80	3"	2"	6
VAN ROWE	WALNUT	HORNE	\$13.47	4,516	\$60,830.52	3"	2"	6
ALEXANDER CT	ALEXANDER	END	\$18.09	375	\$6,783.75	3"	2"	2
S. ALEXANDER	WHEATLAND	S. FOREST LANE	\$13.79	3,013	\$41,549.27	3"	2"	4
					\$766,623.60			71

Anderson Asphalt & Concrete Paving, LLC
 11343 Mathis Street
 Dallas, Texas 75229
 Cory Henneberg
 Office No. (214) 352-3400
 Cell No. (972) 310-2259

STREET IMPROVEMENT PROGRAMS



CITY OF DUNCANVILLE, TEXAS

10-2-2020

ATTACHMENT 4



Disadvantaged Business Enterprise (DBE)
Anderson Asphalt & Concrete Paving, LLC

Anderson Asphalt & Concrete Paving, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

This Certification commences October 8, 2020 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: October 8, 2020
CERTIFICATION NO. WFDB11440Y0421



Ericia Mitchell

Certification Administrator

ATTACHMENT 4

**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the WOMEN'S BUSINESS COUNCIL - SOUTHWEST (WBCS), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to remain certified with the WBCS, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the WBCS in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the WBCS and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the WBCS, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number:	1263497724800
File/Vendor Number:	477658
Approval Date:	10-MAR-2020
Scheduled Expiration Date:	31-MAR-2021

In accordance with the Memorandum of Agreement between the
WOMEN'S BUSINESS COUNCIL - SOUTHWEST (WBCS)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

ANDERSON ASPHALT & CONCRETE PAVING, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 15-JUN-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the WBCS's program, you must immediately (within 30 days of such changes) notify the WBCS's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBCS's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19



hereby grants

National Women's Business Enterprise Certification

to

Anderson Asphalt & Concrete Paving, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Certification Granted: March 31, 2009
Expiration Date: March 31, 2021
WBENC National Certification Number: 2005112514

Authorized by Debbie Hurst, President Women's Business Center



WOMEN'S
BUSINESS
COUNCIL
—
SOUTHWEST

NAICS: 238990
UNSPSC: 22101605



ATTACHMENT 5

SAM Search Results

List of records matching your search for :

Search Term : Anderson Asphalt & Concrete Paving, LLC*

Record Status: Active

No Search Results

RESOLUTION NO. 2021-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, HEREBY AWARDS BID IFB 21-009 TO ANDERSON ASPHALT & CONCRETE PAVING, LLC., FOR THE MILL & OVERLAY OF CITY STREETS THROUGH THE CITY'S COMPETITIVE BID PROCESS WITH AN ESTIMATED EXPENDITURE AMOUNT NOT TO EXCEED \$766,623.60; AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PUBLIC WORKS CONTRACT AND APPROPRIATE DOCUMENTS AFTER APPROVAL BY THE CITY ATTORNEY; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville has solicited competitive sealed bids #21-009 for street mill and overlay contractual services; and

WHEREAS, City staff recommends Anderson Asphalt & Concrete Paving, LLC for award as the lowest and best bid; and

WHEREAS, the City of Duncanville has \$766,623.60 available in the FY21 Streets Fund for the street improvements.

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

SECTION 1. The City Council hereby awards Bid IFB-21-009 to Anderson Asphalt & Concrete Paving, LLC for the FY21 Mill & Overlay Street repairs, with an estimated expenditure amount not to exceed \$766,623.60.

SECTION 2. That the City Manager or his designee is hereby authorized to issue the appropriate purchase order in the lump sum prices bid in Exhibit "A" in the amount of \$766,623.60.

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

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

2021 MILL and OVERLAY Bid Items

Page 2 of 9

STREET NAME	FROM	TO	Unit Price	Estimated Area In Square Yards	Mill and Overlay Cost	Depth of Milling	Depth of Overlay	Time In Days to Complete Segment
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Anderson Asphalt & Concrete Paving, LLC
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 Cory Henneberg
 Office No. (214) 352-3400
 Cell No. (972) 310-2259

Exhibit B



CITY OF DUNCANVILLE/PURCHASING DIVISION

INVITATION TO BID NO. 21-009

MILL AND OVERLAY SERVICES

BID CLOSINGS DATE; DECEMBER 4, 2020

For further information contact: Sheila Baker, Purchasing Manager

FAX (972)780-5077 sbaker@duncanville.com**INSTRUCTIONS TO BIDDERS**

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation.

Completed Bids including (one (1) executed original and one USB and (3) copy) must be received in the Purchasing Office by 2:00 PM., December 4, 2020, and then publicly opened and read aloud at 2:15 P.M. in the Council Briefing Room in City Hall East. Bids must be in a sealed envelope, addresses to the Purchasing Manager, City of Duncanville and have the bid number, closing date, and company name clearly marked on the outside envelope. **YOUR BID MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 2:00 PM DEADLINE IN ORDER TO BE CONSIDERED.** Bids shall be mailed, or hand delivered to the following address:

City of Duncanville, Sealed Bid Box, PO Box 380280, Duncanville, Texas 75138

City of Duncanville, Sealed Bid 203 E Wheatland Road, Duncanville, Texas 75116

Bids delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked on the outside of the courier's shipping envelope "BID No. IFB-21-009, " Pavement Marking Supplies and Installation" AND MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 2:00 PM DEADLINE IN ORDER TO BE CONSIDERED

Late bids will be returned; they will not be opened nor considered in the evaluation of the bid(s). Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the Price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date.

By Signing below, I have read and agreed with the attached Terms and Conditions, Instructions to Bidders and the Invitations to Bid requirements. Failure to complete the requested information below may result in rejections of your bid. Principal Place of Business (Defined as at least having on permanent active business office and employee located in Texas).

Company Name and Address	
Anderson Asphalt & Concrete Paving, LLC	
Company's Authorized Agent Name and Title	
Pamela Thompson, President	
Signature	
Federal ID Number (TIN)	26-3494724
Telephone Number/Fax Number and Email address	
(972) 310-2259	coryh@aacpaving.com

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contact, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply? (see section 11) Yes ___ No x ___

Sheila Baker, MPA, CPM
Purchasing Manager

Exhibit B

PART 11

SCOPE OF SERVICES/ SPECIFICATIONS

General Information

- A. Introductions: The City of Duncanville seeking a vendor (s) to provide all materials, labor, tools, cleaning accessories for street milling & overlay services to improve the quality of City streets as part of a long-term pavement maintenance program at various city locations throughout on a as needed basis.

- B. **Bid Opening Meeting**
BID-OPENING MEETING IFB-21-009 MILL AND OVERLAY PROJECT
Fri, Dec 4, 2020 2:00 PM - 3:00 PM (CST)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/710183237>

You can also dial in using your phone.
 United States: +1 (872) 240-3311

Access Code: 710-183-237
 New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/710183237>

1.0 Scope

- 1.1 SCOPE OF WORK (SEE EXHIBIT A)
- 1.2 Unit prices shall include all costs associated with the specified work, including but not limited to handling, delivery, fuel charges, fees and certifications fees. No additional charges will be accepted or paid by the City.
- 1.3 All items supplied resulting from this bid shall be of recent production, unused, and suitable for their intended purpose. The Contractor shall be responsible for the maintenance and repair of their own equipment and the availability, presence and supervision of their own employees.
- 1.4 The submission of a bid by the bidder shall be considered evidence of compliance with these requirements.

2.0 CHANGE IN COMPANY NAME OR OWNERSHIP

- 2.1 The Contractor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

Exhibit B

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1	Name of vendor who has a business relationship with local governmental entity.	
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information in this section is being disclosed. N/A Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☒ No D. Describe each employment or business and family relationship with the local government officer named in this section.	
4	Signature of vendor doing business with the governmental entity 12/04/2020 Date	

Adopted 8/7/2015

Exhibit B

mail to the City. The City of Duncanville shall be named as an "Additional Insured" on all the above insurance.

LIABILITY AND WORKERS' COMPENSATION INSURANCE CERTIFICATION

If requested by the City, vendor shall provide a certificate of insurance demonstrating coverage in compliance with Attachment #1 Contractors and Subcontractors Insurance.

FORM 1295 FILING

A Form 1295 is required to be filed with the Texas Ethics Commission and a copy of it must be submitted to the City before a contract will be executed. DO NOT make your filing until you have been notified that you are being awarded a contract.

QUALIFICATIONS

- A List the names that the bidder currently, has, or anticipates operating under, including the names of related companies presently doing business.

Anderson Asphalt & Concrete Paving, LLC

- B. List the names of companies, firms or organizations that own any part of your organization.

Anderson Asphalt & Concrete Paving, LLC

- C. Years' experience in similar projects: 12

- D. In the past ten years, has bidder ever defaulted on a project or failed to complete any work contracted for? No If yes, provide details on a separate sheet.

- E. In the past ten years, has bidder ever been terminated from a project it had contracted for?

NO If yes, provide details on a separate sheet.

- F. Is the bidder currently in any litigation or contemplating litigation? If yes, provide details on a separate sheet. NO

- G. In the past five years, has bidder ever refused to enter into contract for a project for which it was awarded a contract? NO If yes, provide details on a separate sheet.

- H. Provide a brief description of bidder's managerial structure including name and title of key personnel. This information may be submitted on a separate sheet.

Pamela Thompson - President, Daryl Butler - General Superintendent,

Cory Henneberg - Project Manager, Mike Jetter - Paving Foreman

- I. What trades or services does the bidder ordinarily subcontract out?

Striping, Milling, Testing, Survey, Utilities

Exhibit B

BIDDER QUALIFICATION & INFORMATION FORM

BIDDERS QUALIFICATIONS

The following information must be submitted as part of the bid package and shall be supplied in the following order:

- In order to receive bid award consideration, the bidder shall maintain sufficient resources to fulfill normal City of Duncanville requirements.
- Bidder's background, services provided and number of years in business.
- Bidders shall. The bidder shall demonstrate its ability to secure and perform the services within the delivery requirements specified herein.
- Bidder shall provide a minimum of 3 reference projects performed by the bidder to provide evidence that they are duly qualified and capable to fulfill and abide by the requirements listed herein with the bid. The reference projects shall meet the following criteria:
 - Similar scope to the project. This qualification shall be evaluated and confirmed by the design engineer;
 - Completed within the last three years or currently under construction;
 - Include at least one project as a prime contractor or two projects as a subcontractor performed for a public agency;
 - From separate agencies.

METHOD OF AWARD

Bids will be evaluated based on the lowest responsive and responsible bidder complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the City to accept it.

- A responsive bidder is defined to be one who submits a completed bid packet within the stated time deadline and in accordance with the bid specification.
- A responsible bidder is defined to be one who demonstrates via responses to the selection criteria his/her ability to successfully deliver the supplies, equipment, or services being procured.
- The City reserves the right to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items, or overall bid, as it is deemed in the best interest of the City.
- The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time agreements of a similar nature.

BID DOCUMENTS

Failure to submit the following items shall be grounds for rejection of a bid as non-responsive to the specifications.

- A completed Bidder's Contact Information Form
- A completed Bidder Reference Form
- A completed Subcontractor Form

BIDDER CONTACT INFORMATION FORM					
Company Name	Anderson Asphalt & Concrete Paving, LLC				
Address	11343 Mathis Street				
City	Dallas	State	Texas	ZIP	75229
Website	https://www.aacpaving.com/				
How many years has your company been in business?	12				
CONTACT INFORMATION					
First Name	Cory	Last Name	Henneberg	Title	Project Manager
Email	coryh@aacpaving.com			Phone	(972) 310-2259

Exhibit B

BIDDER REFERENCE FORM-ATTACHMENT C

REFERENCE 1					
Client Name	City of Seagoville				
Address	702 N Highway 175				
City	Seagoville	State	Texas	ZIP	75159
Contact Name	Ladis Barr			Title	Director
Email	lbarr@seagoville.net			Phone	(972) 567-9572
Project Name	Unit Price Asphalt Repair Contract				
Project Location	Various Streets				
Description of Work Performed by Bidder	Cement Stabilization, Asphalt Paving, Concrete Flatwork				
Contract Value (\$)	Annual	Start Date	10/19/2019	End Date	Ongoing
REFERENCE 2					
Client Name	City of Shady Shores				
Address	101 S. Shady Shores				
City	Shady Shores	State	Texas	ZIP	76208
Contact Name	Richard Arvizu			Title	Engineer
Email	raa@binkleybarfield.com			Phone	(972) 644-2800
Project Name	2016 Street Repair Project				
Project Location	Shady Shores Road				
Description of Work Performed by Bidder	Cement Stabilize and Pave				
Contract Value (\$)	500,000.00	Start Date	12/22/2017	End Date	03/01/2018
REFERENCE 3					
Client Name	City of Forney				
Address	101 Main Street				
City	Forney	State	Texas	ZIP	75126
Contact Name	Rick Sailer			Title	Public Works Director
Email	rsailer@cityofforney.org			Phone	(972) 564-7351
Project Name	Mill & Overlay Pavement Resurfacing				
Project Location	Various Street in Forney				
Description of Work Performed by Bidder	2" Mill and Overlay				
Contract Value (\$)	165,000.00	Start Date	08/2019	End Date	09/2019

Exhibit B

SAMPLE

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION – NORTH CENTRAL TEXAS
Form A.2.

November 2017

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DALLAS

§

THIS CONTRACT is made and entered into on this the _____ day of _____, 20 20____
by and between the _____ (hereinafter referred to as "OWNER") and _____ (hereinafter referred to as "CONTRACTOR"). In consideration of the mutual covenants
hereinafter set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the work as specified in the Contract Documents. The work is generally described as follows: _____

Plans and Specifications prepared by: _____

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR'S own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefor; bonds; the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments, as amended; and, any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items of work listed and referred to in the Contract Documents within _____
540 calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents.

Article V. Debts

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

CONTRACTOR:

ATTEST:

OWNER:

ATTEST:

By: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Title: _____



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Consider a Resolution authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, BG21 Rifle-Resistant Body Armor Grant Program, to provide funding for the Police Department, to purchase nine sets of rifle-resistant body armor for Police Officers, with a total grant value of \$16,650.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Robert D. Brown, Jr., Chief of Police
Matthew Stogner, Lieutenant

BACKGROUND/HISTORY:

The BG21 Rifle-Resistant Body Armor Grant Program is administered by the Office of the Governor, Criminal Justice Division (CJD) to equip law enforcement officers at risk of shootings with rifle-resistant body armor. In response to the July 7th, 2016 shooting of police officers in Dallas, Texas, Senate Bill 12 was passed during the 85th Legislature Regular Session. On May 27th, 2017, Governor Abbott signed Senate Bill 12 into law which authorized the CJD of the Governor's Office to create a grant program to assist agencies in the purchase of rifle-resistant body armor. CJD's overall goal is to increase the safety of Texas law enforcement officers and prevent further loss of life in active shooter situations.

POLICY EXPLANATION:

The Department is authorized 61 sworn officer positions. The funds from this grant would allow the Department to be reimbursed for the purchase of nine sets of rifle-resistant body armor needed to equip officers with increased safety and to prevent the further loss of life in active shooter situations.

FUNDING SOURCE:

Funds will be budgeted in Fiscal Year 2021 if grant is received. \$16,650.00 will be funded as cost reimbursement from the grant with no cash or in-kind match required.

Contract Log #:

1492

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, BG21 Rifle-Resistant Body Armor Grant Program, to provide

funding for the Police Department, to purchase nine sets of rifle-resistant body armor for Police Officers, with a total grant value of \$16,650.00.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2021-015 - Rifle-Resistant Body Armor](#)

RESOLUTION NO. 2021-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN APPLICATION ACCEPTANCE FOR AND RECEIPT OF A GRANT FROM THE TEXAS OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, BG21 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM, TO PROVIDE FUNDING FOR THE POLICE DEPARTMENT, TO PURCHASE NINE SETS OF RIFLE RESISTANT BODY ARMOR FOR POLICE OFFICERS, WITH A TOTAL GRANT VALUE OF \$16,650.00; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS IN REGARD TO THE REQUESTED FUNDS, WHICH INCLUDES THE AUTHORIZATION TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

WHEREAS, the City Council for the City of Duncanville finds it in the best interest of the citizens of the City of Duncanville that the Rifle Resistant Body Armor Grant Program be operated for the Fiscal Year 2021; and

WHEREAS, the City Council for the City of Duncanville agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City Council for the City of Duncanville wishes to designate the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

SECTION 1. That the City Council for the City of Duncanville authorizes the City Manager or his designee to submit an application and accept the Grant to the Office of the Governor, Texas Criminal Justice Division (CJD), to provide Rifle Resistant Body Armor to its officers through the grant for the Fiscal Year 2021 in the amount of \$16,650.00.

SECTION 2. That the City Council for the City of Duncanville assures the awarded funds will be returned to the Office of the Governor, Texas Criminal Justice Division (CJD), in full in the event of loss or misuse of the CJD funds from such grant.

SECTION 3. That the City Council for the City of Duncanville authorizes the City Manager, as the authorized official, to execute all documents in regard to the request

and grant funds, which includes the authorization to apply for, accept, reject, alter or terminate the grant.

SECTION 4. That the City Council for the City of Duncanville agrees and directs the City of Duncanville will comply with other rules set by the Criminal Justice Division of the office of the Governor of Texas applicable to said grant.

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Consider a Resolution authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, BG22 Rifle-Resistant Body Armor Grant Program, to provide funding for the Police Department, to purchase eighteen (18) sets of rifle-resistant body armor for Police Officers, with a total grant value of \$33,300.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Robert D. Brown, Jr., Chief of Police
Matthew Stogner, Lieutenant

BACKGROUND/HISTORY:

The BG22 Rifle-Resistant Body Armor Grant Program is administered by the Office of the Governor, Criminal Justice Division (CJD) to equip law enforcement officers at risk of shootings with rifle-resistant body armor. In response to the July 7th, 2016 shooting of police officers in Dallas, Texas, Senate Bill 12 was passed during the 85th Legislature Regular Session. On May 27th, 2017, Governor Abbott signed Senate Bill 12 into law which authorized the CJD of the Governor's Office to create a grant program to assist agencies in the purchase of rifle-resistant body armor. CJD's overall goal is to increase the safety of Texas law enforcement officers and prevent further loss of life in active shooter situations.

POLICY EXPLANATION:

The Department is authorized 61 sworn officer positions. The funds from this grant would allow the Department to be reimbursed for the purchase of eighteen (18) sets of rifle-resistant body armor needed to equip officers with increased safety and to prevent the further loss of life in active shooter situations. As law enforcement officers, we train for active shooter situations and it is reassuring to know that when it is needed, we have the equipment to use during those same situations.

FUNDING SOURCE:

Funds will be budgeted in Fiscal Year 2022 if grant is received. \$33,300.00 will be funded as cost reimbursement from the grant with no cash or in-kind match required.

Contract Log #:

1495

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the receipt of a grant from the Texas Office of the Governor, Criminal Justice Division, authorizing the receipt of a grant from the Texas Office of the

Governor, Criminal Justice Division, BG22 Rifle-Resistant Body Armor Grant Program, to provide funding for the Police Department, to purchase nine sets of rifle-resistant body armor for Police Officers, with a total grant value of \$33,300.00.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2021-019 - BG22 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM](#)

RESOLUTION NO. 2021-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN APPLICATION ACCEPTANCE FOR AND RECEIPT OF A GRANT FROM THE TEXAS OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, BG22 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM, TO PROVIDE FUNDING FOR THE POLICE DEPARTMENT, TO PURCHASE EIGHTEEN (18) SETS OF RIFLE RESISTANT BODY ARMOR FOR POLICE OFFICERS, WITH A TOTAL GRANT VALUE OF \$33,300.00; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS IN REGARD TO THE REQUESTED FUNDS, WHICH INCLUDES THE AUTHORIZATION TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

WHEREAS, the City Council for the City of Duncanville finds it in the best interest of the citizens of the City of Duncanville that the Rifle Resistant Body Armor Grant Program be operated for the Fiscal Year 2022; and

WHEREAS, the City Council for the City of Duncanville agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City Council for the City of Duncanville wishes to designate the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

SECTION 1. That the City Council for the City of Duncanville authorizes the City Manager or his designee to submit an application and accept the Grant to the Office of the Governor, Texas Criminal Justice Division (CJD), to provide Rifle Resistant Body Armor to its officers through the grant for the Fiscal Year 2022 in the amount of \$33,300.00.

SECTION 2. That the City Council for the City of Duncanville assures the awarded funds will be returned to the Office of the Governor, Texas Criminal Justice Division (CJD), in full in the event of loss or misuse of the CJD funds from such grant.

SECTION 3. That the City Council for the City of Duncanville authorizes the City Manager, as the authorized official, to execute all documents in regard to the request

and grant funds, which includes the authorization to apply for, accept, reject, alter or terminate the grant.

SECTION 4. That the City Council for the City of Duncanville agrees and directs the City of Duncanville will comply with other rules set by the Criminal Justice Division of the office of the Governor of Texas applicable to said grant.

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Consider a Resolution authorizing an amendment to an existing purchase agreement for a new annual purchase amount up to \$125,000.00 with Olson Electric, Inc. for electrical installation, maintenance, repair services, and parts for various City departments.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Tracy R Beekman - IT Director

Sheila Baker, MPA - Purchasing Manager

BACKGROUND/HISTORY:

The Request for Quote RFQ0-21-020 was advertised using the Public Purchase bidding notification system on April 14, 2020, and Black Chamber of Commerce, Hispanic Chamber of Commerce, Regional Hispanic Contractors, Black Contractors Association, North Texas Regional Certification Agency, 93 Historically Utilized Business (HUB) vendors from the State of Texas Centralized Master List, were notified via email. The City received four (4) completed quotes and one (1) non-responsive quote prior to bid closing on April 17, 2020. Environmental Lighting Service and Olsen Electric were the lowest responsible responsive quotes. During the initial award, Environmental Lighting Services has not participated in providing services to the City of Duncanville.

POLICY EXPLANATION:

On April 17, 2020, Request for Quote RFQt-20-020 was awarded to Olson Electric, Inc. a Duncanville, Texas-based company, and Environmental Lighting Service a Grand Prairie, Texas-based company for electrical installation, maintenance, repair service, parts, and other associated equipment on an as-needed basis over a four year period. The authorization projected the expenditure in the first year to be \$50,000.00 which underestimated the need for COVID19 purchases, and other upcoming Citywide projects. City departments have budgeted sufficient funds for these purchases. Future years' expenditures are projected to be \$125,000.00 each renewal year.

FUNDING SOURCE:

Departmental Annual Budgets

Contract Log #:

1494

RECOMMENDATION:

Staff recommends approval of a Resolution, authorizing an amendment to an existing purchase agreement for a new annual purchase amount up to \$125,000.00 with Olson Electric, Inc. for

electrical installation, maintenance, repair services, and parts for various City departments. During the initial award, Environmental Lighting Services has not participated in providing services to the City of Duncanville therefore Purchasing recommendation is to award the amendment to Olsen Electric, Inc.

ATTACHMENTS:

[Resolution No. - 2021-016 - Amendment of existing purchase agreement increase with Olson Electric - Pdf](#)

RESOLUTION NO. 2021-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO AN EXISTING PURCHASE AGREEMENT FOR A NEW ANNUAL PURCHASE AMOUNT UP TO \$125,000.00 WITH OLSON ELECTRIC, INC. FOR ELECTRICAL INSTALLATION, MAINTENANCE, REPAIR SERVICES, AND PARTS FOR VARIOUS CITY DEPARTMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an existing contract with Olson Electric in the amount of \$75,000.00 via RFQt-20-010 for Electrical Installation, Maintenance, Repair Services, and Parts for various City Departments; and

WHEREAS, utilization of this contract has exceeded what was anticipated for Fiscal Year 2021; and

WHEREAS, it is desired to continue the partnership with Olson Electrical, a City of Duncanville based company, for all electrical work done in the City.

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 an amendment to the existing purchase agreement from for a new annual purchase amount up to \$125,000.00 with Olson Electric, Inc. for electrical installation, maintenance, repair services and parts for various City departments.

SECTION 2. the City council of the City of Duncanville, Texas hereby authorizes the City Manager or designee to execute the necessary documents and/or payments.

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

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Owner: Project:	City of Duncanville, Dallas County, Texas			Bidders Name & Address		Bidders Name & Address		Bidders Name & Address		Bidders Name & Address	
	BID TITLE-ELECTRICAL INSTALLATION REPAIR MAINTENANCE AND PARTS Request for Quote (RFQ)20-020			Oloson Electrial Dunvanville, X 75116		MRK Electrical		Enviromental Lighting Grand Prairie, TX		CEC acilities Irving, TX 75061	
				972-709-4799	Phone Fax	817-401-7841	Phone Fax	800-940-5448	Phone Fax	817-945-9593	Phone Fax
Bid Opens				April 17, 2020							
Item #	Est. Qty.	Unit	Description	Unit Bid Price	Total Bid Extension	Unit Bid Price	Total Bid Extension	Unit Bid Price	Total Bid Extension	Unit Bid Price	Total Bid Extension
1	1	HR	Over Time Charge for Master Electrician	\$ 120.00	\$ 120.00	\$ 150.00	\$ 150.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
2	1	HR	Weekend Charge for Master Electrician	\$ 120.00	\$ 120.00	\$ 138.50	\$ 138.50	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
3	1	HR	Holiday Charge for Master Electrician	\$ 160.00	\$ 160.00	\$ 138.50	\$ 138.50	\$ 120.00	\$ 120.00	\$ 240.00	\$ 240.00
4	1	HR	Labor Charge for licensed Master Electrician	\$ 80.00	\$ 80.00	\$ 87.50	\$ 87.50	\$ 120.00	\$ 120.00	\$ 80.00	\$ 80.00
5	1	HR	Labor Charge for licensed Journeyman Electrician	\$ 60.00	\$ 60.00	\$ 75.00	\$ 75.00	\$ 90.00	\$ 90.00	\$ 80.00	\$ 80.00
6	1	HR	Over Time Charge for Journeyman Electrician	\$ 97.50	\$ 97.50	\$ 108.75	\$ 108.75	\$ 100.00	\$ 100.00	\$ 120.00	\$ 120.00
7	1	HR	Weekend Charge for Journeyman Electrician	\$ 97.50	\$ 97.50	\$ 108.75	\$ 108.75	\$ 100.00	\$ 100.00	\$ 120.00	\$ 120.00
8	1	HR	Holiday Charge for Journeyman Electrician	\$ 130.00	\$ 130.00	\$ 125.00	\$ 125.00	\$ 100.00	\$ 100.00	\$ 240.00	\$ 240.00
9	1	HR	Labor Charge for Electrician's Helper	\$ 55.00	\$ 55.00	\$ 35.00	\$ 35.00	\$ 45.00	\$ 45.00	\$ 40.00	\$ 40.00
10	1	HR	Electronic Underground Tracing/Hr	\$ 120.00	\$ 120.00	\$ 150.00	\$ 150.00	\$ 25.00	\$ 25.00	\$ 80.00	\$ 80.00
11	1	HR	Over Time Charge for Electrician's Helper	\$ 82.50	\$ 82.50	\$ 47.50	\$ 47.50	\$ 55.00	\$ 55.00	\$ 60.00	\$ 60.00
12	1	HR	Weekend Charge for Electrician's Helper	\$ 82.50	\$ 82.50	\$ 47.50	\$ 47.50	\$ 55.00	\$ 55.00	\$ 60.00	\$ 60.00
13	1	HR	Holiday Charge for Electrician's Helper	\$ 110.00	\$ 110.00	\$ 47.50	\$ 47.50	\$ 55.00	\$ 55.00	\$ 120.00	\$ 120.00
14	1	HR	Lift 20'/day by the hour	\$ 120.00	\$ 120.00	\$ 43.75	\$ 43.75	\$ 50.00	\$ 50.00	\$ -	\$ -
15	1	HR	Lift 30'/day by the hour	\$ 120.00	\$ 120.00	\$ 62.25	\$ 62.25	\$ 65.00	\$ 65.00	\$ -	\$ -
16	1	HR	Bucket Truck 30'	\$ 120.00	\$ 120.00	\$ 62.25	\$ 62.25	\$ 20.00	\$ 20.00	\$ 115.00	\$ 115.00
17	1	HR	Bucket Truck 40'	\$ 450.00	\$ 450.00	\$ 90.62	\$ 90.62	\$ 20.00	\$ 20.00	\$ 115.00	\$ 115.00
18	1	HR	Bucket Truck 60'	\$ 450.00	\$ 450.00	\$ 90.20	\$ 90.20	\$ 30.00	\$ 30.00	\$ -	\$ -
19	1	Hr	Rappelling Service /Hr	\$ 150.00	\$ 150.00	\$ 175.00	\$ 175.00	\$ 250.00	\$ 250.00	\$ 80.00	\$ 80.00
20	1	HR	Electronic Underground Tracing/Hr	\$ 120.00	\$ 120.00	\$ 175.00	\$ 175.00	\$ 25.00	\$ 25.00	\$ 80.00	\$ 80.00
21	1	HR	Standard Service Call with service truck and Labor:	\$ 120.00	\$ 120.00	\$ 160.00	\$ 160.00	\$ 135.00	\$ 135.00	\$ 80.00	\$ 80.00
22	1	HR	Extended one (1) man dervice call after 1st hour:	\$ 120.00	\$ 120.00	\$ 150.00	\$ 150.00	\$ 90.00	\$ 90.00	\$ 80.00	\$ 80.00
23	1	HR	Additional electricians on call	\$ 55.00	\$ 55.00	\$ 85.00	\$ 85.00	\$ 90.00	\$ 90.00	\$ 80.00	\$ 80.00
26	1	HR	Electrical Design	\$80.00	\$ 80.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 125.00	\$ 125.00
			Bid Total		\$ 3,220.00		\$ 2,503.57		\$ 1,980.00		\$ 2,235.00
			Materials/Pars Cost Plus _____ Percent	20%		25%		20%	20%	15%	20%
			Equipment Rentals Cost Plus _____ Percent	20%		20%		15%	15%	15%	15%

REQUEST FOR QUOTATIONS

Purchasing Division
203 E Wheatland Rd
Duncanville Texas 75116, Fax: 972--780-5077

RFQUOTE NO:	20-020
QUOTE FOR:	Electrical Installation Maintenance, Repairs Services and Parts
BID OPENING DATE:	FRIDAY, APRIL 17, 2020 3:30 P.M.
PURCHASING MANAGER	SHEILA BAKER EMAIL: sbakker@duncanville.com

INSTRUCTIONS TO BIDDERS

Quotes are solicited for furnishing the merchandise, supplies, services and/or equipment set forth. Completed Quote must be received in the Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102 by the above "quote deadline." Quotes may be submitting electronically (email) or faxed to 972-780-5077, addressed to the above, City of Duncanville and have the bid number and opening date clearly marked on the fax cover page. Late quotes will not be considered for award unless bidders are notified otherwise. Quotes may be withdrawn at any time prior to the official opening by written notification. Quotes may not be altered, amended or withdrawn after the official opening.

- Your quote must be submitted on this form.
- Freight and all other delivery charges shall be included in the unit price(s) bid.
- The City is exempt from Federal Excise and State Sales Tax, therefore, tax must not be included in the quote price.

Items quoted must meet or exceed City of Duncanville Specifications; however, The City of Duncanville may consider and accept alternate bids if specified herein when most advantageous to the City. The City reserves the right, however, to hold to City Specifications and to determine "or equal" status. The City reserves the right to accept or reject in part or whole any quote submitted, and to waive any technicalities for the best interest of the City.

The undersigned agrees, if the quote is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal will be _____ calendar days (90 calendar days unless a different period is inserted by the bidder) after opening date.

Will agreement be available for Cooperative Agreement use? (See Section 6,) Yes _____ No _____

City of Duncanville Standard Terms and Conditions Shall Apply

Company Name
& Address (Please write legibly).

Olson Electric Service Inc.

802 Gemini E Duncanville TX

Telephone no. (AC 972) 709-4999

Fax no. (972) 709-4909

Name Gary Olson

Signature Gary Olson 4/17/2020

Title & Date President

E-mail Address Gary@olson-electric.com

QUOTE EVALUATION

The quote award shall be based on, but not necessarily limited to, the following factors:

1. Unit Price
2. Total Quote Price
3. Terms and Discounts
4. Delivery Date
5. Results of Testing Samples
6. Special Needs and Requirements of the City
7. Past experience with product/service
8. Vendor's past performance
9. City's evaluation of the Vendor's responsibility
10. Demurrage charges, freight costs and mileage
11. Estimated cost of supplies, maintenance, storage
12. Estimated Surplus value

RFQt#20-020

BID SOLICITATION

BID OPENING DATE AND TIME
04/17/2020 3:30 pm

DATE: 04-13-2020

Vendor Name:
Street Address
City, ST ZIP Code
Phone

ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
	The City of Duncanville (City) seeks bids for from qualified vendors to provide all materials, parts and labor for Electrical Installation Maintenance, Repair Services and Parts. The term of the Agreement shall be for one-year (1) period, with four (4) options to renew for additional one-year periods		
1	Over Time Charge for Master Electrician	HR	\$120.00
2	Weekend Charge for Master Electrician	HR	\$120.00
3	Holiday Charge for Master Electrician	HR	\$160.00
4	Labor Charge for licensed Master Electrician	HR	\$80.00
5	Labor Charge for licensed Journeyman Electrician	HR	\$ 60.00
6	Over Time Charge for Journeyman Electrician	HR	\$ 97.50
7	Weekend Charge for Journeyman Electrician	HR	\$ 97.50
8	Holiday Charge for Journeyman Electrician	HR	\$130.00
9	Labor Charge for Electrician's Helper	HR	\$55.00
	Subtotal		
		TOTAL	
		TOTAL	

RFQT-20-020

Page 5 of 12

Page 1 of 3

ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
10	Electronic Underground Tracing/Hr	HR	\$120.00
11	Over Time Charge for Electrician's Helper	HR	\$ 82.50
12	Weekend Charge for Electrician's Helper	HR	\$ 82.50
13	Holiday Charge for Electrician's Helper	HR	\$110.00
14	Lift 20'/day by the hour	HR	\$120.00
15	Lift 30'/day by the hour	HR	\$120.00
16	Bucket Truck 30'	HR	\$120.00
17	Bucket Truck 40' Minimum	3 HR	\$450.00
18	Bucket Truck 60' Minimum	3 HR	\$450.00
19	Rappelling Service /Hr	HR	\$150.00
	Subtotal		
TOTAL			
TOTAL			

RFQT-20-020			
ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
20	Electronic Underground Tracing/Hr	HR	\$120.00
21	Standard Service Call with service truck and Labor:	HR	\$120.00
22	Extended one (1) man service call after 1st hour:	HR	\$120.00
23	Additional electricians on call	HR	\$ 55.00
24	Materials/Pars Cost Plus 20 Percent		
25	Equipment Rentals Cost Plus 20 Percent		
26	Electrical Design	HR	\$ 80.00
	Subtotal		
			TOTAL
			TOTAL

Term of Payment Net 30 Company: Olson Electric Service Inc.

Signature _____

Name and Title Gary Olson President



CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
1 Name of vendor who has a business relationship with local governmental entity. <u>OLSON ELECTRIC SERVICE INC</u>				
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)				
3 Name of local government officer about whom the information in this section is being disclosed. <u>SHEILA BAKER</u> Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☒ No D. Describe each employment or business and family relationship with the local government officer named in this section. <u>NONE</u>				
4 <u>Gary Olson</u> Signature of vendor doing business with the governmental entity <u>4/17/2020</u> Date				

Adopted 8/7/2015



ATTACHMENT B – VENDOR CONTACT INFORMATION

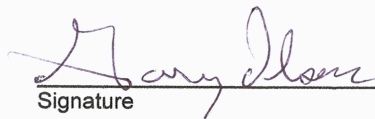
Vendor's Name: DEALERS ELECTRIC SUPPLY
 Vendor's Local Address: 1107 Cedar Ridge - Duncanville TX 75137
 Phone: 972-709-0025 Fax: _____
 Email: RTRIMB@dealers-electrical.com

Name of persons to contact when placing an order or billing questions:

Name/Title CRAWFORD ELECTRIC
 Phone: 214-932-3910 Fax: 972-869-0533
 Email: CRAWFORD@CRAWFORD-ELECTRIC.COM

Name/Title BREAKER BROKER
 Phone: 817-461-9441 Fax: _____
 Email: CHARLES@BREAKERS

Name/Title CITY SIGNS
 Phone: 214-826-4475 Fax: 214-826-4722
 Email: WAITSHOPS@AOL.COM


 Signature

GARY OLSON
 Printed Name

4/17/2020
 Date

ATTACHMENT C - REFERENCE SHEET

Please complete and return this form with your bid.

The Vendor shall furnish references for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation. The City will be the sole judge of references. Please use additional sheets.

1. Company's Name Quanex Building Products
 Name of Contact Ken Kostick
 Title of Contact Project Manager
 Present Address 303 Sunset Way SE, Ste 201
 City, State, Zip Code Tumwater, WA 98501
 Telephone Number (306) 304-3305 Fax Number ()
 Email Ken.Kostick@quanex.com

2. Company's Name American Leather
 Name of Contact Willie Palomo
 Title of Contact Facilities Manager
 Present Address 4501 Mountain Creek Pkwy
 City, State, Zip Code Dallas TX 753236
 Telephone Number (972) 814-0840 Fax Number ()
 Email wpalomo@americanleather.com

3. Company's Name City of Duncanville
 Name of Contact Dennis Souter
 Title of Contact Facilities Manager
 Present Address 203 E. Wheatland Rd
 City, State, Zip Code Duncanville, TX 75116
 Telephone Number (214) 435-2303 Fax Number ()
 Email dsouter@duncanville.com

NO BID SHEET

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

Sheila Baker, Purchasing Manager
Purchasing Division
City of Duncanville, 203 E Wheatland Rd
Duncanville, Texas 76115
Fax No. 972-780-5077
E-mail address: sbaker@duncanville.com

Please check the items that apply:

☐	Do not sell the item(s) required.
☐	Cannot be competitive.
☐	Cannot meet the Specifications highlighted in the attached Bid.
☐	Cannot provide Insurance required.
☐	Cannot provide Bonding required.
☐	Cannot comply with Indemnification requirements.
☐	Job too large.
☐	Job too small.
☐	Do not wish to do business with the City.
☐	Other reason.

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone: (____) _____ FAX Number: (____) _____

HOW TO REGISTER WITH THE CITY OF DUNCANVILLE

The City of Duncanville in a two-step process for vendors. Vendors are required to register with The City of Duncanville and Public Purchase. There are no costs or fees associated with participating the City of Duncanville's web-based bidding service.

- Visit WWW.DUNCANVILLE.COM
- Top of the page select Departments Scroll to the purchasing and select
- Under Documents select City of Duncanville New Vendor Package complete the packet and return to sbaker@duncanville.com or you may fax to 972-780-5077.

For any changes/edits to your vendor profile please email the vendor registration administrator at PurchasingBSO@fortworthtexas.gov

The City of Duncanville prefers to make vendor payments by direct deposit to vendors' checking/savings accounts. The direct deposit process is called Automated Clearing House Transfer (ACH). Advantages of ACH are:

HOW TO REGISTAR ON PUBLIC PURCHASE WEBSITE

Plans and Specifications, Contract Documents, and Bid and Proposal forms are available online at <https://www.publicpurchase.com/gems/duncanville.tx/buyer/public/publicInfo> free of charge. Contractors will be required to register with Public Purchase. Allow up to 24 hours for new Public Purchase accounts to become active.





STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Consider a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding election on May 1, 2021, to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

At the January 19, 2021 City Council meeting, by Resolution 2021-011, the City Council called for an election to be held on Saturday, May 1, 2021. The agreement is with Dallas County and other jurisdictions to hold the election as a Joint Election in accordance with Chapter 271 of the Texas Election Code. The contract agreement provides for the Dallas County Elections Administrator to perform and/or supervise the performance of any or all of the corresponding duties and functions on behalf of the City of Duncanville and other jurisdictions.

At the January 19, 2021 City Council meeting, City Council asked the City Secretary to speak with Dallas County Elections to reduce the City of Duncanville's Vote Centers to the following; Byrd, Reed, Fairmeadows, and the Library. On February 4, 2021 Kristin Downs our City Secretary along with all the entities who plan on holding an Election on May 1, 2021 met with representatives from Dallas County Elections Administration. Several entities voiced their desire to reduce the number of Vote Centers. Dallas County staff stated they cannot provide the reductions and data to the Secretary of State for a court order to reduce the Vote Centers in time for the May 1, 2021. Dallas County Elections does have the City of Duncanville at the top of their list for reductions. Dallas County did indicate that if a private location refused to let Dallas County Elections hold an election at their center, Dallas County would not look for a new location to replace that location.

A final contract from Dallas County Elections Department has yet to be received. The City must authorize entering into the contract by February 26, 2021. The estimated cost to the City of Duncanville is unknown for the May 1, 2021 Joint Election. Dallas County Elections is currently waiting on an approval from Court on the price list and stated they would provide the estimated cost on February 22, 2021 to all entities.

Dallas County Elections Department is currently working on providing a more efficient cost for all entities.

Voter Turnout Comparison for Dallas County Joint Elections

2014	2015	2016	2017	2018	2019	*2020	2021
Registered Voters							
901,265	1,145,988	1,067,080	1,346,338	803,965	1,363,892	1,400,730	1,359,066
Ballots Cast							
47, 532	77,499	59,887	105,901	45,731	134,820	926,518	N/A
Turnout							
5.27%	6.76%	5.61%	7.87%	5.69%	9.88	66.15%	N/A

* The Governor issued a proclamation to consolidate Joint Election to November 3rd.

Election Day will be Saturday, May 1, 2021 with a potential of 468 vote centers.

Dallas County Elections stated at their February 4, 2021 meeting there will be an increase in price for the May 1, 2021 election due to the following:

- new equipment utilized and 10% associated cost charge to jurisdictions (new price list pending court approval);
- pay rate increase for poll workers; and
- increased cost associated with the use of PPE.

Estimated payment amounts from previous years:

<u>Election Date:</u>	<u>Type:</u>	<u>Total Costs:</u>
May 5, 2018	Joint Election	\$20,349.39
June 16, 2018	Runoff Election	\$8,200.77
November 6, 2018	Bond Election	\$37,125.24
May 4, 2019	Joint Election	\$6,569.08
November 3, 2020	Joint Election (May 2020)	\$998.79
December 8, 2020	Runoff Election	\$11,381.69

POLICY EXPLANATION:

The Joint Elections Agreement Election Services Contract is among the City of Duncanville, Dallas County, and other jurisdictions for the Joint election to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code; and Article VII, Section 7.02 of the Duncanville Home Rule Charter.

FUNDING SOURCE:

\$42,000.00 is allocated for this expenditure.

Contract Log #:

1424

RECOMMENDATION:

Staff recommends approval of a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding election on May 1, 2021, to

be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2021-018 - May 1, 2021 Election Contract](#)

RESOLUTION NO. 2021-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO ENTER INTO A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BETWEEN DALLAS COUNTY AND OTHER JURISDICTIONS HOLDING ELECTION ON MAY 1, 2021, TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS ADMINISTRATOR IN ACCORDANCE WITH SUBCHAPTER D OF CHAPTER 31 AND CHAPTER 271 OF THE TEXAS ELECTION CODE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has ordered a general election to be held on Saturday, May 1, 2021; and

WHEREAS, the City of Duncanville and the other jurisdictions holding elections on May 1, 2021, desire to hold the election jointly in accordance with Chapter 271 of the Texas Election Code; and

WHEREAS, the City of Duncanville and the other jurisdictions holding elections on May 1, 2021, desire to contract with the Dallas County Elections Administrator for election services in accordance with Subchapter D of Chapter 31 of the Texas Election Code.

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

SECTION 1. The City Manager is authorized to enter into a Joint Election Agreement and Election Services Contract attached hereto and incorporated herein as Exhibit "A", between the City of Duncanville and Dallas County for the Duncanville General Election to be held on May 1, 2021, in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code, as provided.

SECTION 2. The contract provides for the Elections Administrator to perform or supervise the performance of any or all of the corresponding duties and functions that the Elections Administrator performs in connection with a county-wide election.

SECTION 3. The contract provides that the Election Administrator may contract with third parties for election services and supplies and pay the claims for those election expenses from funds deposited by the City and other contracting jurisdictions in an election services contract fund in the county treasury established for this election.

SECTION 4. The Elections Administrator will provide the City Secretary with an itemized list of estimated election expenses to be paid from the election services contract fund prior to execution of the contract, and will provide an itemized list of actual election expenses to be paid from the election Services Contract fund no later than the 120th day after the date of the election.

SECTION 5. The Finance Director is hereby authorized to pay the Dallas County Treasurer an amount not to exceed \$42,000.00 for both the general and runoff election; the required deposit will be made on February 26, 2021 as the City's estimated share of the costs of the May 1, 2021 Joint Election.

SECTION 6. The contract will provide that in the event a runoff election is necessary, the Elections Administrator will provide the City Secretary with an itemized list of additional estimated election expenses to be deposited in the election services contract fund after authorization by the City Council, and that the Elections Administrator will continue to perform or supervise the performance of election duties and functions necessary for the proper administration of the runoff election.

SECTION 7. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Home Rule Charter of the City of Duncanville.

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A - DRAFT

**ELECTION SERVICES CONTRACT ("Election Services Contract" or "Contract")
BETWEEN
DALLAS COUNTY ON BEHALF OF THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
AND**

**Town Of Addison (TOA)
City Of Balch Springs (COBS)
City Of Carrollton (COC)
City Of Cedar Hill (COCH)
City Of Cockrell Hill (COCKH)
City Of Combine (COCB)
City Of Coppell (COCp)
City Of Dallas (COD)
City Of Desoto (CODE)
City Of Duncanville (CODu)
City Of Farmers Branch (COFB)
City Of Garland (COG)
City Of Grand Prairie (COGP)
City Of Hutchins (COH)
City Of Irving (COI)
City Of Lancaster (COL)
City Of Lewisville (COLw)
City Of Ovilla (COO)
City Of Richardson (COR)
City Of Rowlett (CORw)
City Of Sachse (COSa)
City Of Seagoville (COS)
City Of Sunnyvale (COSv)
City Of Wilmer (COW)
City Of Wylie (COWY)
Carrollton-Farmers Branch ISD (CFBISD)
Cedar Hill ISD (CHISD)
Coppell ISD (CpISD)
Dallas ISD (DISD)
DeSoto ISD (DeISD)
Duncanville ISD (DuISD)
Ferris ISD (FISD)
Garland ISD (GISD)
Highland Park ISD (HPISD)
Irving ISD (IISD)
Lancaster ISD (LISD)
Mesquite ISD (MISD)
Richardson ISD (RISD)
Sunnyvale ISD (SISD)
Northwest D.C. Flood District (NFD)**

EXHIBIT A - DRAFT

**FOR THE CONDUCT OF A JOINT ELECTION
TO BE HELD SATURDAY, MAY 1, 2021
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT**

1) STATUTORY AUTHORITY FOR AND PARTIES TO THIS ELECTION SERVICES CONTRACT

- a) Michael Scarpello is the duly appointed County Elections Administrator ("Elections Administrator") of Dallas County, Texas ("County") and the Department Head of the Dallas County Elections Department ("DCED"). As such, Michael Scarpello is the County's Voter Registrar and the Election Officer of Dallas County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 and Chapter 271 of Title 16 of the Texas Election Code to enter into this Election Services Contract ("Election Services Contract" or "Contract") with the contracting authorities of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract. DCED acts at the direction of the Elections Administrator. The County Elections Administrator, DCED and the Participating Political Subdivisions together may be referred to collectively as "Parties" or individually as "Party."
- b) The contracting authorities of the Participating Political Subdivisions that are participating in this Election Services Contract are listed on the face page of this agreement and in "Attachment F" of this Election Services Contract and are hereby participating with each other in this Joint Election to be held in Dallas County, Texas on **Saturday, May 1st, 2021** under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election"); and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other to the extent that they have candidates and/or propositions on the ballot in this Joint Election. The terms and conditions of this Elections Services Contract also apply to any run-off election or re-count related to this special election, unless otherwise agreed in writing.
- c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision. Pursuant to Texas Election Code §§ 31.093, and 31.098, the Elections Administrator may enter into a contract to furnish the election services requested within this Election Services Contract.
- d) If applicable and in the event a runoff election is necessary, the date of the runoff for this Joint election would be Saturday June 5, 2021. This Elections Services Contract and its terms will be automatically extended to cover the Joint Runoff Election, unless a

EXHIBIT A - DRAFT

Participating Political Subdivision states in writing **on or before Tuesday May 4, 2021** that it does not wish to participate in a joint runoff election contemplated herein. DCED will provide each Participating Political Subdivision to which this Section 1(d) applies an estimated cost required to be deposited into a special and separate Joint Runoff Election account. The funds must be deposited no later than five (5) days after the Joint Runoff Election's estimated figures are received from DCED.

- 2) **ATTACHMENTS** The following attachments are hereby incorporated into this Election Services Contract as if set forth herein in their entirety. The Participating Political Subdivisions acknowledge that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.
- a) **"Attachment A"** is an itemized list of the estimated election expenses for this Joint Election and the amounts that each Participating Political Subdivision must deposit with the Dallas County Elections Department. It also includes the Deposit Detail for each entity. The Elections Administrator will amend "Attachment A" to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of Participating Political Subdivision(s), if any, from this Election Services Contract.
 - b) **"Attachment B"** is a list of the early voting polling places for this Joint Election.
 - c) **"Attachment C"** is a list of the Election Day polling places ("Vote Center(s)") for this Joint Election.
 - d) **"Attachment D"** is a list of the people that the Dallas County Elections Administrator will appoint as deputy early voting clerks for this Joint Election.
 - e) **"Attachment E"** is a list of the presiding election judges and alternate election judges for Election Day for this Joint Election.
 - f) **"Attachment F"** is a list of the Participating Political Subdivisions that will be holding elections in Dallas County election precincts or partial election precincts and the number of registered voters in each of those election precincts or partial election precincts. "Attachment F" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract. "Attachment F" will be amended to reflect the number of registered voters in each election precinct and partial election precinct as of the statutory deadline April 1, 2021 for voters to submit applications to register to vote or changes of address in this Joint Election. In this Election Services Contract, the phrase "election precinct" is synonymous with the phrase "voting precinct."
 - g) **"Attachment G"** is a list of the Participating Political Subdivisions & Ballot Details
 - h) **"Attachment H"** will contain, for each Participating Political Subdivision, the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address. "Attachment H" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract.

EXHIBIT A - DRAFT

- i) Within five (5) business days after any of the foregoing attachments are amended by the Elections Administrator, the Elections Administrator will send each Participating Political Subdivision an amended version of the amended attachment by email to the email address provided by each Participating Political Subdivision in "Attachment F."

3) LEGAL DOCUMENTS

- a) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Each Participating Political Subdivision must send the Elections Administrator a copy of any election order, resolution, or notice related to this Joint Election within three (3) business days of publishing, adopting, or ordering it. Such documents can be sent to the attention of: **Michael Scarpello, Elections Administrator at 1520 Round Table Drive, Dallas, Texas 75247; or, emailed to Michael.Scarpello@dallascounty.org. Alternately, these documents may be sent to: Danielle Grant, Central Counting Station Manager, at Danielle Grant at Danielle.Grant@dallascounty.org**
- b) Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language.
- c) **Always copy Michael.Scarpello@dallascounty.org on all communications related to legal documents and question regarding this election.**

4) VOTING SYSTEMS

- a) Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on the following voting systems, that are approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: the ES&S ExpressVote Universal Voting System Ballot Marking Devices ("BMD(s)"), and the ES&S DS200 Digital Vote Center Scanner ("Tabulators"). Each of these systems are accessible to voters with physical disabilities ("ADA Terminals"). **On March 16, 2021, beginning at 10:00 A.M.**, until completed, at the County Elections Department at 1520 Round Table Drive, Dallas, Texas 75247, the Elections Administrator will test the BMDs and Tabulators used for counting ballots at the central counting station. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing. The Elections Administrator will establish regional collection sites within the county and a central counting station to receive and tabulate the regular ballots that are cast in this Joint Election and receive the provisional ballots.

EXHIBIT A - DRAFT

- b) The Elections Administrator will provide BMDs, Tabulators, and any other necessary equipment for this Joint Election. For Early Voting and on Election Day, the Elections Administrator will allocate voting election voting equipment to all of the Voting Centers and polling places in amounts reasonably anticipated to be sufficient for the anticipated turnout of voters. Each Election Day Vote Center will have at least one (1) Tabulator and at least four (4) BMD machines.
- c) The itemized list of the estimated election expenses for this Joint Election are in "Attachment A," which includes, but may not be limited to the number of BMDs, Tabulators, and any other necessary equipment.

5) POLLING PLACES/VOTE CENTERS

- a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting polling places listed in "Attachment B" and the Election Day Vote Centers listed in "Attachment C" subject to the approval of each Participating Political Subdivision. Polling locations identified in Attachments "B" and "C" cannot be changed by a Participating Political Subdivision, but the Elections Administrator may consider changes requested by a Participating Political Subdivision. The Elections Administrator will finalize the polling places/Vote Centers as soon as possible before this joint election.
- b) Whenever possible, previously used polling places/Vote Centers that voters are accustomed to using will be used for the election precincts and partial election precincts in this Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used polling places/Vote Centers are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all polling places/Vote Centers in this Joint Election.
- c) In accordance with Section 43.007(o) of the Texas Election Code, the Elections Administrator will post a notice at each countywide voting center of the four nearest countywide voting center locations by driving distance. The Participating Political Subdivisions shall be responsible for any notices required under Section 43.062 of the Texas Election Code.

6) PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL

- a) The Elections Administrator will be responsible for the appointment of the presiding election judges and alternate election judges listed in "Attachment E" for each Vote Center/polling place listed in "Attachment C" subject to the eligibility requirement found in the Texas Election Code Subchapter C, Chapter 32 and Subchapter A, Chapter 83.
- b) **[This provision is intentionally deleted].**
- c) If a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this Joint Election, then the Election Administrator will appoint a replacement presiding election judge or alternate election judge, amend "Attachment E" accordingly, and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.

EXHIBIT A - DRAFT

- d) If a person is unable or unwilling to serve as a presiding election judge or an alternate election judge, then the Elections Administrator will name a replacement presiding election judge or send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.
- e) The Elections Administrator will provide county training programs, in keeping with Section 32.114 of the Texas Election Code, for all of the presiding election judges, alternate election judges, and election clerks for this Joint Election. The presiding election judges are responsible for notifying the alternate presiding judge and the election clerks for the presiding election judge's polling place/Vote Center of the time and place of each training session. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.
- f) To serve in this Joint Election, each presiding election judge and alternate election judge must have attended an election judge training session, a training session regarding the court rulings and the applicability of the mandatory Voter ID law, and an Election Equipment training session taught by the Elections Administrator for this Joint Election within the last 6 months. New judges and election clerks that have not attended a mandatory Voter ID Law training session taught by the Elections Administrator for this Joint Election may not serve in this Joint Election. The Elections Administrator will also provide training regarding safety procedures pertaining to COVID-19.
- g) The Elections Administrator will notify the Participating Political Subdivisions by email and post on the DCED's website the dates, times, and locations of training classes and labs for both Early Voting and Election Day Workers.
- h) To comply with the Federal Voting Rights Act of 1965, as amended, all polling places/Vote Centers are required to have interpreter assistance. If a presiding election judge of such a polling location/Vote Center is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a polling place/Vote Center, the Elections Administrator will notify the Participating Political Subdivision and request assistance in identifying an interpreter. In the event that a bilingual election clerk is hired by the Elections Administrator for a polling place/Vote Center required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract. A Participating Political Subdivision may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by that Participating Political Subdivision individually and that extra expense will not be charged to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract.
- i) The Elections Administrator will notify all of the presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. The Elections

EXHIBIT A - DRAFT

Administrator will take the necessary steps to insure that all of the presiding election judges and alternate election judges appointed to serve during this Joint Election are eligible to serve and qualified to serve in this Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each polling place/Vote Center shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the polling place/Vote Center served by the presiding election judge on Election Day.

- j) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "Attachment A."
 - k) Any Participating Political Subdivision electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into this Joint Election account.
 - l) The Elections Administrator will employ and or contract for other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of services, supplies and equipment assistance during the period of Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount specified in "Attachment A." Part-time personnel working in support of the administration of the Election, including Central Counting Station, and regional sites on election night will receive pay for at least four (4) hours, minimum call for service, regardless of the actual hours worked.
- 7) SUPPLIES AND PRINTING**
- a) The Elections Administrator will obtain and distribute all of the election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, maps for redistricting, and other materials used by the presiding election judges and clerks at the polling places/Vote Centers.
 - b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this Joint Election.
 - c) Each Participating Political Subdivision must deliver a list to the Elections Administrator of candidates and propositions for their elections. The list must be in English and Spanish. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all of the propositions. The Elections Administrator will email each Participating Political Subdivision a Microsoft Word format form for their use to create the required list. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed Microsoft Word format form to the Elections Administrator. The Elections Administrator will use these electronic forms received from

EXHIBIT A - DRAFT

the Participating Political Subdivisions to create the ballot styles for this Joint Election. The Elections Administrator will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this Joint Election.

8) OPTICAL SCAN CARD BALLOTS

- a) The Elections Administrator will have ballots to cover approximately **fifty percent (50%)** of the total number of registered voters in Dallas County. The ballots will be allocated according to the approximate voter turnout for comparable elections in the areas near each polling location/Vote Center.
- b) Additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any polling place/Vote Center that requests additional ballots and printed on an as needed basis. Cost per ballot will be forty-five cents (.45¢).

9) RETURNS OF ELECTIONS

- a) The Elections Administrator will establish and operate a central counting station to receive and tabulate ballots cast in this Joint Election under Chapter 127 of Title 8 of the Texas Election Code.
- b) The Elections Administrator hereby, in accordance with Sections 127.002, 127.003 and 127.005 of the Texas Election Code, appoints the following central counting station officials:

Central Count Station Manager: **Michael Scarpello**, Dallas County Elections Administrator

Tabulation Supervisor: **Danielle Grant**, Central Count Station Manager

Assistant Tabulation Supervisor: **Angelica Munoz** Central Count Station Lead Clerk

Presiding Judge: **TBA**, Appointed by Dallas County

Alternate Presiding Judge: **TBA**, Appointed by Dallas County

- c) The Central Count Station Manager or her representative will deliver timely, cumulative reports of the election results as Vote Centers are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and Vote Center election returns from the election to the Participating Political Subdivisions, candidates, press, and the general public by the distribution of hard copies or electronic transmittals (where

EXHIBIT A - DRAFT

accessible). The Elections Administrator will operate an election result center to release election results in the **Dallas County Elections Operations Facility, 1520 Round Table Dr., Dallas, Texas 75247.**

- d) The Elections Administrator will link any Participating Political Subdivision's website to DCED's website. Participating Political Subdivisions that want such website linkage should deliver their website address to the Tabulation Supervisor at DCED.
- e) The Elections Administrator will prepare the unofficial canvass report after all Vote Centers have been counted, and will email a copy of the unofficial canvass to each Participating Political Subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than **May 7, 2021**. All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.
- f) The Elections Administrator will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

10) ELECTION EXPENSES

- a) The Participating Political Subdivisions agree to share the costs of administering this Joint Election as specified in "Attachment A." The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Participating Political Subdivision. If the ballot, candidates, or propositions supplied by the Participating Political Subdivision are changed after their initial programming and/or printing by the Elections Administrator due to a court order from a court of competent jurisdiction, the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots pursuant to a court order including expenses for expedited services and "Attachment A" will be amended by the Election Administrator.
- b) Allocation of costs among the Participating Political Subdivisions will be according to a formula based on the average cost per polling Vote Center/polling place and the allocation of election day Tabulators in that polling place ("Unit Cost"). The Unit Cost will be determined by dividing the total of the itemized list of estimated election expenses by the total number of Vote Centers/polling places and calculations of active registered voters in each political subdivision. Any Participating Political Subdivision that requests additional Vote Centers/polling locations, equipment, or a different combination of precincts in polling places/Vote Centers that exceeds the Unit Cost will be billed directly

EXHIBIT A - DRAFT

for any excess expenditures (e.g. supplies, equipment, personnel, etc.). **The cost of any special request from a Participating Political Subdivision, which is not agreed upon by all Participating Political Subdivisions, will be borne by the Participating Political Subdivision making the special request.** Each Participating Political Subdivision agrees that no Participating Political Subdivision will be billed less than the minimum of one full Unit Cost as specified in "Attachment A."

- c) The expenses for early voting by mail and personal appearance will be paid by each Participating Political Subdivision as set forth in "Attachment A."
- d) The Elections Administrator will determine the final election expenses to the extent practicable within one hundred and eighty (180) business days after the final canvass of this Joint Election or the runoff election, if any. The Elections Administrator will provide each Participating Political Subdivision with a final, written accounting of all money that was deposited into, and payments that were made from, the Joint Election account(s) maintained by the Dallas County Elections Department for this Joint Election and the runoff election, if any.
- e) If the Elections Administrator requires additional money to perform its obligations under this Election Services Contract, then the Elections Administrator will bill each Participating Political Subdivision using the same method used to determine each Participating Political Subdivision's required deposit in "Attachment A" of this Election Services Contract ("Final Bill"). The Participating Political Subdivision shall pay the Final Bill within thirty (30) days of receipt except for any amount the Participating Political Subdivision files a timely good faith dispute under Section 17 of this Election Services Contract. After all of the expenses of this Joint Election are paid and disputes, if any, resolved, any monies that remain in the account maintained by the Dallas County Elections Department for this Election Services Contract will be refunded to the Participating Political Subdivisions (the "Refund") as soon as practicable.

11) DEPOSIT OF FUNDS

- a) Attachment A: Cost Audit details the cost and expenses anticipated for this election; Participating Political Subdivisions will initially receive an estimate cost audit. The Final Bill will be distributed as soon as all cost and expenses for the election can be determined. Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Elections Department either half or the full balance of money listed in "**Attachment A: Deposit of Funds Detail**" of this Election Services Contract by the first deposit due date of (on or before) **Wednesday, February 24, 2021**. If the Participating Political Subdivision makes a partial initial deposit on or by Wednesday, **February 24, 2021**, a full and final deposit must be made to the Dallas County Elections Department by **Tuesday, March 16, 2021**. The Dallas County Elections Department will place the money deposited by the Participating Political Subdivisions in a Joint Election account.
- b) The deposit of funds by each Participating Political Subdivision is an express condition precedent to the participation of each Participating Political Subdivision in this Election

EXHIBIT A - DRAFT

Services Contract. A Participating Political Subdivision may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to due date for such deposit by the Participating Political Subdivision. Any decision(s) made by the Elections Administrator will be provided in writing to the Participating Political Subdivision. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by a Participating Political Subdivision. For any Participating Political Subdivision that fails to deposit the total amounts specified in "Attachment A" by the dates specified in this Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Election Services Contract for such Participating Political Subdivision.

- c) The Elections Administrator will only draw money from this Joint Election account to pay for election expenses that are included in "Attachment A" to this Election Services Contract and for other expenses that the Participating Political Subdivisions agree to in writing.
- d) If a Participating Political Subdivision withdraws completely from this Joint Election by **February 22, 2021**, then the Elections Administrator will refund (as soon as practicable) that Participating Political Subdivision's deposit, less any money already expended before the withdrawal and less the general supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal from this Joint Election, deposits will not be refunded to the Participating Political Subdivisions.
- e) The Elections Administrator will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions do not appear on the ballot for that Participating Political Subdivision.
- f) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

Michael Scarpello
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247

In the "memo" section of check place Election Escrow Account: **91468**

12) RECORDS OF THE ELECTION

- a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this Joint Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.
- b) Access to the election records will be available to each Participating Political Subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the **Dallas County Elections Department, 1520 Round Table Drive, Dallas, Texas 75247** at any time during normal business hours. The Elections Administrator will ensure that the records are maintained in an orderly manner, so that

EXHIBIT A - DRAFT

records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5th Floor, Dallas, Texas.

- c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the election records at the Elections Administrator's main offices and Elections Warehouse for **sixty (60) days** after the date of this Joint Election. **Sixty (60) days** after the date of this Joint Election, the Elections Administrator will arrange for transport of this Joint Election's records to the Dallas County Record Storage facility. This Joint Election's records will then become the responsibility of Dallas County Record Storage for the remainder of the **twenty-two (22) month** preservation period. Dallas County Record Storage will be responsible for the destruction of this Joint Election records after the preservation period. The Participating Political Subdivisions agree the Elections Administrator may destroy the records from this Joint Election after the **twenty-two (22)** month preservation period without further notice to the Participating Political Subdivisions, unless the events in Section 12 (d) occur.
- d) The Participating Political Subdivisions must notify the Elections Administrator in writing within three (3) business days after any official or employee of any Participating Political Subdivision becomes aware of any election contest in connection with this Joint Election. In accordance with Section 1.013 of the Texas Election Code, the election records must be preserved until any election contest is completed and a judgment, if any, becomes final. Also, the election records will be maintained by the Elections Administrator if there is an active criminal investigation, proceeding, or a pending request for public information, related to the election records until such investigation, proceeding, or request for public information is finally concluded.
- e) The Participating Political Subdivisions acknowledge and agree that the Elections Administrator reserves the right to intervene in any election contest or litigation in connection with this Joint Election in order to preserve any available remedies at law, and to preserve the Elections Administrator's obligations under this Contract and the Texas Election Code.
- f) The Elections Administrator will provide each Participating Political Subdivision records that indicate the jurisdictional boundaries of each Participating Political Subdivision. Each Participating Political Subdivision will have until February 12, 2021 to verify in writing that the jurisdictional boundaries provided by the Elections Administrator are correct.

13) EARLY VOTING

- a) Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all of the political subdivisions participating in this Joint Election. The deputy early voting clerks that will be appointed by the Elections Administrator are listed in "Attachment D."
- b) **[This provision is intentionally deleted]**

Page 14 of 21

EXHIBIT A - DRAFT

- c) Any qualified voter for this Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted as follows: **Monday, April 19, 2021 through Friday, April 23, 2021 from 8:00 am to 5:00 pm; Saturday, April 24, 2021 from 8:00 am to 5:00 pm; Sunday, April 25, 2021 from 1:00 pm to 6:00 pm; Monday, April 26 through Tuesday, April 27, 2021 from 7:00 am to 7:00 pm.**
- d) All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, Elections Operations Facility at 1520 Round Table Drive, Dallas, Texas 75247 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.
- e) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. Each Participating Political Subdivision may appoint one member to the Early Voting Ballot Board and will prepare a list notifying DCED of the appointee's name, telephone number, mailing address, and email address, if any, no later than **February 26, 2021**. The Participating Political Subdivisions agree to appoint Chaka Terrell as the presiding judge of the early voting ballot board. A list of Early Voting Ballot Board members will be furnished to each Participating Political Subdivision no later than **March 26, 2021**.
- f) A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each Participating Political Subdivision.
- g) The presiding judge of the Early Voting Ballot Board shall deliver notices of rejected ballots in compliance with Section 87.0431, Texas Election Code.

14) CRIMINAL BACKGROUND CHECKS

The Elections Administrator, her agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or scheduled to serve or work in this Joint Election. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this Joint Election. Failure to obtain a criminal background check does not release the participating entity's obligation to pay for service rendered in good faith.

15) ELECTION REPORTS

During the early voting period for this Joint Election, the Elections Administrator will deliver daily reports to each Participating Political Subdivision of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to each Participating Political Subdivision, a Daily Early Voting Roster by Vote Center report that includes the entire Early Voting period. Pursuant to the Texas Election Code Section 87.121, the Elections Administrator will deliver these election reports by website posting, e-mail, or facsimile.

EXHIBIT A - DRAFT

16) WITHDRAWAL FROM CONTRACT

- a) No deposits will be refunded after the deadline to withdraw from this Election Services Contract has passed.
- b) In order to withdraw from this Election Services Contract, a Participating Political Subdivision must deliver to the Elections Administrator any certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- c) The Elections Administrator will bill any Participating Political Subdivision that withdraws from this Election Services Contract for any expenses incurred prior to the Elections Administrator receiving copies of the certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- d) If there are any withdrawals from this Joint Election, within ten (10) business days after the deadline for Participating Political Subdivisions to make declarations under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code, said deadline being **February 22, 2021**, the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all of the remaining Participating Political Subdivisions.
- e) The general supervisory fee authorized by Section 31.100 of the Texas Election Code will not be refunded.

17) AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS

- a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Election Services Contract before the Final Bill or Refund is submitted to the Participating Political Subdivisions. Refunds will be submitted as soon as practicable.
- b) The Participating Political Subdivisions may request a financial audit of the Final Bill or Refund or dispute the Final Bill or Refund under this Section, if: 1) the Final Bill exceeds ten percent (10%) of the amount of the Participating Political Subdivision's initial deposit as required in "Attachment A" to this Election Services Contract; or 2) the accounting accompanying the Refund is ten percent (10%) less than the amount the Participating Political Subdivision determines, should be refunded, after its good faith review. The request for a financial audit or dispute must be done in accordance with Section 17 (d) below.
- c) Should the events in Section 17 (b) occur, in lieu of an audit or dispute, the Participating Political Subdivision may make a request that the Elections Administrator ask the Dallas County Auditor to review the cost allocation methodology for the Participating Political Subdivision's Final Bill or Refund ("Review Request"). Participating Political Subdivisions must submit a Review Request to the Elections Administrator within five (5) business days of receipt of the Final Bill or the Refund, whichever is later. The Review Request must set forth, in detail, the basis for any challenge to the Final Bill or Refund. Corrections to the Participating Political Subdivision's Final Bill or the Refund, based on a Review Request,

EXHIBIT A - DRAFT

will be determined at the sole discretion of the Elections Administrator. A Review Request does not extend the timeframe in Section 17(d).

- d) Should the circumstances giving rise to an audit or dispute in Section 17 (b) occur, the Participating Political Subdivision may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator. This Dispute Notice must be received by the Elections Administrator no later than thirty (30) calendar days from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: 1) an itemization of the disputed charge(s) by the Participating Political Subdivision; 2) the basis for the dispute; 3) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and 4) documentation in support thereof. The Participating Political Subdivision will have no right to withhold any undisputed amounts set forth in this Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the Participating Political Subdivision as set forth in Section 10 (e) of this Election Services Contract.
- e) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(d), shall waive any and all disputes, claims, or challenges to the Final Bill or Refund by the Participating Political Subdivision. The entire amount of the Participating Political Subdivision's Final Bill shall be due immediately; or, any estimated refund amounts will become final.
- f) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(d), the Participating Political Subdivision will have the right to conduct a good faith financial audit ("Financial Audit") for the deposits and expenditures related to this Elections Services Contract. In conducting the Financial Audit, the Participating Political Subdivision will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code and the Texas Public Information Act. The cost of any Financial Audit conducted by the Participating Political Subdivision shall be borne by the requesting Participating Political Subdivision and may not be paid for with funds deposited with the Dallas County Elections Department under this Election Services Contract. Further, the Participating Political Subdivision conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the Financial Audit. If the Financial Audit identifies overcharges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "Attachment A", the Elections Administrator will review and assess the findings of the Financial Audit and will negotiate, in good faith, to resolve any disputes for overcharges with the Participating Political Subdivision. The Elections Administrator shall not be bound by the findings or recommendations of the Participating Political Subdivision's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.
- g) In the event the representatives of the Participating Political Subdivision and the Elections Administrator cannot agree on the amount of the disputed Final Bill as set forth in this

EXHIBIT A - DRAFT

Section, then the Parties may agree to submit to non-binding mediation. If mediation is acceptable to both parties to resolve a dispute concerning the disputed Final Bill, the Parties will agree to use a mutually agreed-upon mediator. Unless the Parties come to a written agreement at mediation, the mediation will not constitute a final and binding resolution of the dispute.

- h) The Participating Political Subdivision acknowledges that the practical effect of the Participating Political Subdivision withholding undisputed funds that are required under this Election Services Contract would result in breach of this Elections Services Contract and the other Participating Political Subdivisions' taxpayers subsidizing the withholding Participating Political Subdivision's election expenses.

18) NOTICE

Any addendum to, change/modification of, clarification of, and/or withdrawal from this contract requires written notice provided on the Dallas County Form, "Elections Services Contract Change Forms". Whenever this Election Services Contract requires any consent, approval notice, request or demand, it must be in writing to be effective and must be delivered to the party intended to receive it as shown below:

Address for notice to the Elections Administrator:

Michael Scarpello
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247
(214) 819-6334 telephone
(214) 819-6301 facsimile

and, to the physical addresses and facsimile numbers for notice to the Participating Political Subdivisions are in "Attachment F" to this Election Services Contract.

19) LIABILITY FOR NEGLIGENCE

ALL PARTIES TO THIS ELECTION SERVICES CONTRACT AGREE TO BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS ELECTION SERVICES CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE

EXHIBIT A - DRAFT

EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.

TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST A PARTY TO THIS ELECTION SERVICES CONTRACT, THAT PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.

20) CHOICE OF LAW

This Election Services Contract will be governed and interpreted by the laws of the State of Texas.

21) VENUE AND JURISDICTION

The courts of the State of Texas and the United States of America that are physically located in Dallas, Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

22) SEVERABILITY

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

23) ENTIRE CONTRACT

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political Subdivision hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

24) GENDER AND HEADINGS

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

25) RELATIONSHIP OF PARTIES

The Participating Political Subdivisions, including their agents, or employees, are independent contractors and not an agent, servant, joint enterpriser, joint venturer, or employee of the County Elections Administrator, the County or DCED, and are responsible for their own acts, forbearance, negligence and deeds, and for those of their

EXHIBIT A - DRAFT

agents, or employees in conjunction with the performance of services covered under this Election Services Contract. The Participating Political Subdivisions represent that they have, or will secure at their own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County, the County Elections Administrator, or DCED.

26) FORCE MAJEURE

No Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Parties written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

27) DEFAULT/CUMULATIVE RIGHTS/MITIGATION.

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Election Services Contract are cumulative, and no Party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. All Parties have a duty to mitigate damages.

28) CONTRA PROFERENTEM

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

29) ORDER OF PRECEDENCE

Any inconsistencies in this Election Services Contract will be resolved by reviewing and considering this Election Services Contract and Attachments A through G to this Election Services Contract together in context with each other.

30) SIGNATORY WARRANTY

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract represent that each has the full right, power and authority to enter into and perform this Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Election Services Contract has been

EXHIBIT A - DRAFT

made by authorized representatives of the Participating Political Subdivisions to validly and legally bind the Participating Political Subdivisions to all terms, performances, and provisions set forth in this Election Services Contract.

31) COUNTERPARTS.

This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

WITNESS HEREOF, the parties hereto have executed in triplicate originals this Election Services Contract on this _____ day of February 2021. ("Effective Date")

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM*

MICHAEL SCARPELLO
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

James R. Palomo
ASSISTANT DISTRICT ATTORNEY,
DISTRICT ATTORNEY
DALLAS COUNTY CRIMINAL ATTORNEY'S
OFFICE, CIVIL DIVISION

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

ACCEPTED TO AND AGREED TO BY THE _____:

APPROVED

[INSERT NAME AND POSITION]



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Consider an Ordinance amending Sec. 19-107 of the City of Duncanville Ordinance to declare a portion of Oriole Blvd as a No Parking Zone.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works
Robert D. Brown, Chief of Police

BACKGROUND/HISTORY:

At the request of Councilmember Johnette Jameson, Chief Brown, Duncanville Chief of Police, presented a briefing to Council during the January 19, 2021 Council Briefing Session regarding parking along Oriole Blvd. Councilmember Jameson stated she received several complaints from the residents of Deerpase Condominiums (611 Oriole Blvd) about parking and speeding in vicinity of the 600-block of Oriole Blvd.

During the briefing, Chief Brown, presented a summary of reported accidents and a summary of vehicle speed. For reported accidents, a total 11 accidents were reported between January 01, 2020 and December 13, 2020. One accident was in the 100 Block, one accident was in the 400 Block, one accident was in the 600 Block, four accidents were in the 700 Block, and four accidents were in the 800 Block. For vehicle speed, a total volume of 3,758 cars was measured during the period of November 29, 2020 thru December 07, 2020. The speed limit along Oriole Blvd is 30 mph and the vehicle speed survey showed an average speed of 31 mph with 3% of the vehicles exceeding 40 mph.

Following the briefing from Chief Brown, Council requested staff prepare an amendment to the No Parking ordinance (Sec. 19-107) to prohibit parking on the west side of Oriole Blvd for an appropriate distance that would improve the visibility for the residents of Deerpase Condos when exiting the complex. A no parking zone extending 100' on both sides of the entrance to the Deerpase Condominiums would achieve suitable visibility. If Council approves the ordinance establishing a No Parking Zone along Oriole Blvd, the City would install "No Parking" signs as well as paint the curb to identify the no parking zone.

POLICY EXPLANATION:

City Council approval is required to prohibit parking along any street greater than 30' in width.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

This ordinance amendment was specifically requested by a Councilmember, staff will defer to Council regarding establishment of a portion of Oriole Blvd as a No Parking Zone.

ATTACHMENTS:

[Attachment 1 - No Parking - Oriole Blvd](#)

[Attachment 2 - Ordinance No. 2331R - Amend Chap 19 Traffic](#)



Proposed No Parking
600 Block Oriole Blvd.



ORDINANCE NO. 2331R

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19 'TRAFFIC', ARTICLE VI 'STOPPING, STANDING AND PARKING', SECTION 19-107. 'PROHIBITED ON SPECIFIC STREETS' AMENDING BY ADDING A NEW SUBSECTION (93) TO PROHIBIT PARKING ON A PORTION OF ORIOLE BOULEVARD BEGINNING 550 FT SOUTH OF ITS INTERSECTION WITH CAMP WISDOM ROAD; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the Code of Ordinances of the City of Duncanville, Texas, be and the same is hereby amended by amending Chapter 19, 'Traffic', Article VI 'Stopping, Standing and Parking', Section 19-107 'Prohibited on Specific Streets', by adding a new subsection (93) to read as follows:

"CHAPTER 19, 'TRAFFIC', ARTICLE VI 'STOPPING, STANDING AND PARKING'

ARTICLE I. IN GENERAL

.....

ARTICLE VI. STOPPING, STANDING AND PARKING

Sec. 19.105. – Parking prohibited generally

.....

Sec. 19-107 – Prohibited on specific street

It shall be unlawful and an offence for the driver or owner, or the owner to suffer or permit the driver of any vehicle to stop, stand or park a vehicle at any time upon the streets described herein as follows, when signs are erected or curbs are painted on such streets giving notice thereof:

(1)

(93) On the west side of Oriole Boulevard beginning 550 ft South of its intersection with Camp Wisdom Road extending 250 feet southward from its point of beginning. [Deerchase Condominiums].

SECTION 2. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Duncanville as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Consider an Ordinance providing for the appointment and contract for a Presiding Municipal Court Judge and Associate Municipal Court Judges for the Municipal Court of Duncanville; and, authorizing the Mayor to sign.

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Richard Summerlin, CPA, CGFO
Finance Director

BACKGROUND/HISTORY:

Section 7-2 of the Code of Ordinances of the City of Duncanville, Texas provides for the appointment of Presiding and Associate Municipal Court Judges. Municipal Court Judges serve at the pleasure of the Council. Associate Municipal Court Judges are subject to the same qualifications as the Presiding Municipal Judge. Government Code, Title 2. Judicial Branch, Subtitle A. Courts, Chapter 30. Municipal Courts of Record, Subchapter A. General Law For Municipal Courts of Record, Sec. 30.00006.Judge

- (a) A municipal court of record is presided over by one or more municipal judges.
- (b) The governing body shall by ordinance appoint its municipal judges.
- (c) A municipal judge must:
 - (1) be a resident of this state;
 - (2) be a citizen of the United States;
 - (3) be a licensed attorney in good standing; and
 - (4) have two or more years of experience in the practice of law in this state.

Municipal Judges may grant writs of mandamus, attachment, and other writs necessary to the enforcement of the jurisdiction of the court. Municipal Judges may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court and a municipal judge is a magistrate. Municipal Judges may also issue administrative search warrants. Each appointment is for a term of two years which will run from February 1, 2021 thru January 31, 2023.

POLICY EXPLANATION:

The City Council is responsible for the selection and appointment of the municipal court judges, including selection of a presiding judge and selection of associate judges.

FUNDING SOURCE:

Funds are budgeted through the General Fund, Municipal Court.

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends that City Council consider an Ordinance providing for the appointment and contract for a Presiding Municipal Court Judge and Associate Municipal Court Judges for the Municipal Court of Duncanville; and, authorizing the Mayor to sign.

ATTACHMENTS:

[Attachment 1 - Rizo Resume 2021](#)

[Attachment 2 - Austin Resume 2021](#)

[Attachment 3 - Eiland Resume 2021](#)

[Attachment 4 - Ordinance No. - 2359R - Appointment of Municipal Court Judges - 2021](#)

ATTACHMENT 1

JOHN B. RIZO, SR.
Rizo & Associates, PLLC
[REDACTED]
Dallas, Texas 75223

Tel: [REDACTED]
Fax: 214.572.7259

BIOGRAPHY

John Rizo is a 1984 graduate of the Harvard Law School. He has 32 years of experience in the practice of law. He has served as an Assistant District Attorney for Dallas County, in-house counsel for a major corporation, J. C. Penney, and has worked in various civil law firms. He is of Hispanic origin and is bilingual (Spanish/English). He currently serves as Presiding Judge for the Municipal Court of the City of Duncanville, Texas.

Mr. Rizo has tried numerous cases before judges or juries in state and federal courts in Texas and across the country. He has experience in handling various types of matters, including -- accident, injury, civil, criminal, family, adoption, divorce, child custody, child support, CPS, business, immigration, intellectual property, ERISA, and appellate.

Mr. Rizo is admitted to practice before all courts of the State of Texas, the United States District Courts for the Northern, Eastern, Southern, and Western Districts of Texas, and the United States Courts of Appeals for the Second, Third, and Fifth Circuits.

He is a member of the Texas Bar.

Mr. Rizo is a volunteer with Youth Ministry at his church as well a Commissioner of Adult and Family Ministry.

ATTACHMENT 2

KATHY A. AUSTIN

❖ DUNCANVILLE, TEXAS ❖ 75137-2826 ❖

OBJECTIVE

TO HAVE A CHALLENGING EXPERIENCE IN A PROGRESSIVE CITY WHICH WILL UTILIZE MY EXPERIENCES OF THE PAST THIRTY YEARS.

EMPLOYMENT

RESPONSIBLE FOR MAGISTRATE DUTIES, HEARING TRIALS, REVIEWING AND SIGNING SEARCH WARRANTS, CAPIAS WARRANTS AND JUDGMENTS IN THE FOLLOWING CITIES

ASSOCIATE JUDGE DUNCANVILLE MUNICIPAL COURT	YEARS EMPLOYED (2015 - 2021) DUNCANVILLE, TEXAS
ASSOCIATE JUDGE DESOTO MUNICIPAL COURT	YEARS EMPLOYED (2012 - 2020) DESOTO, TEXAS
ASSOCIATE JUDGE RED OAK MUNICIPAL COURT	YEARS EMPLOYED (1995 - 2020) RED OAK, TEXAS
ASSOCIATE JUDGE FERRIS MUNICIPAL COURT	YEARS EMPLOYED (2015 - 2020) FERRIS, TEXAS
PRESIDING JUDGE GLENN HEIGHTS MUNICIPAL COURT	YEARS EMPLOYED (1992 - 2015) GLENN HEIGHTS, TEXAS

EDUCATION

SOUTHERN METHODIST UNIVERSITY 6425 BOAZ LANE DALLAS, TEXAS 75205	YEARS ATTENDED (1992- 1995)
DOCTOR OF JURISPRUDENCE / JURIS DOCTOR (J.D.)	
SOUTHERN METHODIST UNIVERSITY 6425 BOAZ LANE DALLAS, TEXAS 75205	YEARS ATTENDED (1989- 1991)
BACHELOR OF ARTS - PSYCHOLOGY	

- I AM CURRENT ON ALL JUDICIAL REQUIREMENTS FOR CLE

ATTACHMENT 3
Anthony P. Eiland
 [REDACTED]
 [REDACTED], Texas 75150
 [REDACTED]

EDUCATION

- George Washington University School of Law, Washington, DC
 • **LLM, Litigation and Dispute Resolution** May 2007
- Southern University Law Center, Baton Rouge, LA
 • **JURIS DOCTOR** May 2006
 • Rank: Top 1/3 of Class
- University of Louisiana at Monroe
 • **B.A. in Legal Studies/Pre-Law** May 2002
 • Member of President's and Dean's List

PROFESSIONAL EXPERIENCE

- Licensed Texas Attorney** November 2006
- Duncanville Municipal Court** January 2019-Present
 Associate Judge
 Presiding Judge, John Rizo
 o Presides over jury trials, bench trials, attorney dockets and city ordinance violations
 o Signs off on both felony and misdemeanor arrest warrants
 o Magistrates individuals arrested by Duncanville Police
- Allstate Insurance Company/Susan L. Florence and Associates** January 2019-January 2020
 Senior Trial Attorney
 Saul Friedman, Supervising Attorney
 o Defended car accident cases on behalf of Allstate Insurance
 o Engaged in depositions, mediations, motion hearings
 o Lead attorney on several jury trials to verdict
 o Prepared motions, reviews discovery, prepares clients for depositions and trial
- Redmond & Eiland, PLLC** February 2013-Present
 Managing Partner/Co-Founder (469) 301-2400
 o Provides criminal defense to clients in both Federal and State Court
 o Member of CJA Panel for Federal Northern District of Texas
 o Member of Dallas and Navarro County Felony and Misdemeanor Court Appointment Wheel
 o Appointed lead special prosecutor on high profile Dallas cases from 2015-2018
- Dallas County District Attorney's Office** October 2007-February 2013
 Assistant District Attorney, Child Abuse Division and Felony Trial Section
 Supervisor: Felony Trial Bureau Chief, Kevin Brooks: (214) 653-3600
 o Prosecuted felony criminal offenses
 o Lead trial prosecutor on over 40 trials including, murder, robbery, assault, and burglary
 o Interviewed witnesses, investigated crime scenes, prepared and argued motions, provided discovery, and prepared witnesses for trial
 o Responsible for prosecution of murders, assaults, robberies, child abuse and most other 1st, 2nd, and 3rd degree felonies
- Wichita County Public Defender's Office** July 2007-October 2007
 Assistant Public Defender
 Supervisor: Anthony Odiome, Public Defender
 o Represented individuals charged with criminal offenses
- Federal Communications Commission** January 2007-May 2007
 Enforcement Division Intern
 Supervisor: Special Counsel, David Janas: (202) 418-2913
 o Conducted research regarding complex media issues
 o Prepared briefs and memoranda

ORDINANCE NO. 2359R

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, PROVIDING FOR THE APPOINTMENT AND CONTRACT FOR JOHN B. RIZO SR., PRESIDING MUNICIPAL COURT JUDGE; KATHY A. AUSTIN, AS AN ASSOCIATE MUNICIPAL COURT JUDGE; AND ANTHONY P. EILAND, AS AN ASSOCIATE MUNICIPAL COURT JUDGE; AND, AUTHORIZING THE MAYOR TO SIGN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 7-2 of the Code of Ordinances of the City of Duncanville, Texas provides for the appointment of Municipal Court Judges, who shall serve at the pleasure of the Council for a period of two (2) years; and

WHEREAS, John B. Rizo, Kathy A. Austin, and Anthony P. Eiland presently serve as a Municipal Court Judges; and

WHEREAS, the Council finds that it is necessary to appoint a presiding Municipal Court Judge and two Associate Municipal Judges for a 2 year term; and

WHEREAS, the City Council finds it to be in the public interest to appoint John B. Rizo Sr., Presiding Municipal Court Judge, Kathy A. Austin, as an Associate Municipal Court Judge, and Anthony P. Eiland, as an Associate Municipal Court Judge for the Duncanville Municipal Court of Record and authorize the Mayor to enter into an agreement with John B. Rizo Sr., Kathy A. Austin and Anthony P. Eiland, regarding the terms and conditions of said appointment.

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

SECTION 1. John B. Rizo Sr., Presiding Municipal Court Judge; Kathy A. Austin, Associate Municipal Court Judge; and Anthony P. Eiland, Associate Municipal Court Judge, are hereby appointed to serve a two (2) year term for the Municipal Court of Record in the City of Duncanville, Texas commencing on February 1, 2021.

SECTION 2. The Mayor is hereby authorized to execute agreements with John B. Rizo Sr., Kathy A. Austin, and Anthony P. Eiland, setting forth the terms and conditions of said appointment as provided in the attached Exhibit A through C, respectively.

SECTION 3. That this Resolution shall take effect immediately from and after its passage and publication.

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

THE STATE OF TEXAS

§

§

PRESIDING MUNICIPAL JUDGE

COUNTY OF DALLAS

§

This agreement is made by and between the City of Duncanville (herein called “City”), a home rule municipal corporation located in Dallas County, Texas, and John B. Rizo (herein called “Presiding Municipal Judge”).

WITNESSETH:

1. The City, acting by and through its city council, exercising its discretion pursuant to the City Charter, Code of Ordinances and the laws of State of Texas hereby appoints John B. Rizo as the Presiding Municipal Judge of the Duncanville Municipal Court of Record and agrees to compensate the Presiding Municipal Judge for his services as hereinafter set forth.

2. The Presiding Municipal Judge agrees to perform the services of Presiding Municipal Judge of the Duncanville Municipal Court of Record and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing the 1st day of February, 2021 and concluding on the 31st day of January, 2023, unless sooner terminated in accordance with the Texas Law and this Contract.

3. Compensation shall be at a rate of one hundred forty dollars (\$ 140.00) per hour, portal to portal, which would include presiding over municipal court proceedings under Texas law and the City Home Rule Charter for and on behalf of the Duncanville Municipal Court as its Presiding Municipal Judge and to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search, arrests, and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Presiding Municipal Judge of the Municipal Court of the City of Duncanville.

4. The Presiding Municipal Judge shall provide time and billing records to the City to reflect the time dedicated to the services for and on behalf of the Municipal Court.

5. The Presiding Municipal Judge is not and shall not be deemed an employee of the City for any purpose and agrees that he serves solely as an independent contractor.

6. The Presiding Municipal Judge further acknowledges and agrees that he shall undertake to exercise his discretion as Judge free from improper influences and shall act as he deems appropriate under his independent judgment as the Presiding Judge of the Municipal Court.

7. The Presiding Municipal Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct himself in a judicial demeanor at all times in representing the City.

8. The Presiding Municipal Judge is not precluded from performing such legal services in maintaining his private practice of law and nothing construed herein shall preclude his from maintaining his private legal practice, other municipal court judicial appointments or other

matters permitted in accordance with judicial ethics and disciplinary regulations of the Texas State Bar.

9. The Presiding Municipal Judge hereby agrees not to knowingly undertake or involve himself in any matter that would compromise or conflict with his duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

10. The Parties to this agreement hereby acknowledge that the Presiding Municipal Judge can be removed for cause in accordance with State Law as provided for in such cases.

11. City agrees, with regard to the services provided herein, to indemnify and hold harmless the Presiding Municipal Judge for any act, claim or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Contract consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This Contract as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. The City or the Presiding Municipal Judge may terminate this contract in accordance with state law. If the contract is terminated as provided herein, the Presiding Municipal Judge's fee would be paid for hours worked, which have not already been compensated, performing the services of the City covered by this contract.

14. That the City shall reimburse the Presiding Municipal Judge's tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education.

15. Both the Presiding Municipal Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Contract.

16. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Contract shall be in Dallas County, Texas.

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

THIS AGREEMENT IS MADE, ENTERED INTO AND EXECUTED on this 16th day of February, 2021.

PRESIDING MUNICIPAL JUDGE

BY: _____
Presiding Municipal Judge

CITY OF DUNCANVILLE, TEXAS

BY: _____
Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

THE STATE OF TEXAS

§

§

ASSOCIATE MUNICIPAL JUDGE

COUNTY OF DALLAS

§

This agreement is made by and between the City of Duncanville (herein called “City”), a home rule Municipal Corporation located in Dallas County, Texas, and Kathy A. Austin (herein called “Associate Municipal Judge”).

WITNESSETH:

1. The City, acting by and through its city council, exercising its discretion pursuant to the City Charter, Code of Ordinances and the laws of State of Texas hereby appoints Kathy A. Austin as the Associate Municipal Judge of the Duncanville Municipal Court of Record and agrees to compensate the Associate Municipal Judge for her services as hereinafter set forth.

2. The Associate Municipal Judge agrees to perform the services of Associate Municipal Judge of the Duncanville Municipal Court of Record and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing the 1st day of February, 2021 and concluding on the 31st day of January, 2023, unless sooner terminated in accordance with the Texas Law and this Contract.

3. Compensation shall be at a rate of one hundred twenty-five dollars (\$ 125.00) per hour, portal to portal, which would include presiding over municipal court proceedings under Texas law and the City Home Rule Charter for and on behalf of the Duncanville Municipal Court as its Associate Municipal Judge and to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search arrests and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Associate Municipal Judge of the Municipal Court of the City of Duncanville.

4. The Associate Municipal Judge shall provide time and billing records to the City to reflect the time dedicated to the services for and on behalf of the Municipal Court.

5. The Associate Municipal Judge is not and shall not be deemed an employee of the City for any purpose and agrees that she serves solely as an independent contractor.

6. The Associate Municipal Judge further acknowledges and agrees that she shall undertake to exercise her discretion as Judge free from improper influences and shall act as she deems appropriate under her independent judgment as the Associate Judge of the Municipal Court.

7. The Associate Municipal Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in representing the City.

8. The Associate Municipal Judge is not precluded from performing such legal services in maintaining her private practice of law and nothing construed herein shall preclude her from maintaining her private legal practice, other municipal court judicial appointments or other

matters permitted in accordance with judicial ethics and disciplinary regulations of the Texas State Bar.

9. The Associate Municipal Judge hereby agrees not to knowingly undertake or involve herself in any matter that would compromise or conflict with her duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

10. The Parties to this agreement hereby acknowledge that the Associate Municipal Judge can be removed for cause in accordance with State Law as provided for in such cases.

11. City agrees, with regard to the services provided herein, to indemnify and hold harmless the Associate Municipal Judge for any act, claim or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Contract consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This Contract as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. The City or the Associate Municipal Judge may terminate this contract in accordance with state law. If the contract is terminated as provided herein, the Associate Municipal Judge's fee would be paid for hours worked, which have not already been compensated, performing the services of the City covered by this contract.

14. That the City shall reimburse the Associate Municipal Judge's tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education.

15. Both the Associate Municipal Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Contract.

16. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Contract shall be in Dallas County, Texas.

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

THIS AGREEMENT IS MADE, ENTERED INTO AND EXECUTED on this 16th day of February, 2021.

ASSOCIATE MUNICIPAL JUDGE

BY: _____
Associate Municipal Judge

CITY OF DUNCANVILLE, TEXAS

BY: _____
Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

THE STATE OF TEXAS

§

§

ASSOCIATE MUNICIPAL JUDGE

COUNTY OF DALLAS

§

This agreement is made by and between the City of Duncanville (herein called “City”), a home rule Municipal Corporation located in Dallas County, Texas, and Anthony P. Eiland (herein called “Associate Municipal Judge”).

WITNESSETH:

1. The City, acting by and through its city council, exercising its discretion pursuant to the City Charter, Code of Ordinances and the laws of State of Texas hereby appoints Anthony P. Eiland as the Associate Municipal Judge of the Duncanville Municipal Court of Record and agrees to compensate the Associate Municipal Judge for her services as hereinafter set forth.

2. The Associate Municipal Judge agrees to perform the services of Associate Municipal Judge of the Duncanville Municipal Court of Record and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing the 1st day of February, 2021 and concluding on the 31st day of January, 2023, unless sooner terminated in accordance with the Texas Law and this Contract.

3. Compensation shall be at a rate of one hundred twenty-five dollars (\$ 125.00) per hour, portal to portal, which would include presiding over municipal court proceedings under Texas law and the City Home Rule Charter for and on behalf of the Duncanville Municipal Court as its Associate Municipal Judge and to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search arrests and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Associate Municipal Judge of the Municipal Court of the City of Duncanville.

4. The Associate Municipal Judge shall provide time and billing records to the City to reflect the time dedicated to the services for and on behalf of the Municipal Court.

5. The Associate Municipal Judge is not and shall not be deemed an employee of the City for any purpose and agrees that she serves solely as an independent contractor.

6. The Associate Municipal Judge further acknowledges and agrees that she shall undertake to exercise her discretion as Judge free from improper influences and shall act as she deems appropriate under her independent judgment as the Associate Judge of the Municipal Court.

7. The Associate Municipal Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in representing the City.

8. The Associate Municipal Judge is not precluded from performing such legal services in maintaining her private practice of law and nothing construed herein shall preclude her from maintaining her private legal practice, other municipal court judicial appointments or other

matters permitted in accordance with judicial ethics and disciplinary regulations of the Texas State Bar.

9. The Associate Municipal Judge hereby agrees not to knowingly undertake or involve herself in any matter that would compromise or conflict with her duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

10. The Parties to this agreement hereby acknowledge that the Associate Municipal Judge can be removed for cause in accordance with State Law as provided for in such cases.

11. City agrees, with regard to the services provided herein, to indemnify and hold harmless the Associate Municipal Judge for any act, claim or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Contract consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This Contract as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. The City or the Associate Municipal Judge may terminate this contract in accordance with state law. If the contract is terminated as provided herein, the Associate Municipal Judge's fee would be paid for hours worked, which have not already been compensated, performing the services of the City covered by this contract.

14. That the City shall reimburse the Associate Municipal Judge's tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education.

15. Both the Associate Municipal Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Contract.

16. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Contract shall be in Dallas County, Texas.

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

THIS AGREEMENT IS MADE, ENTERED INTO AND EXECUTED on this 16th day of February, 2021.

ASSOCIATE MUNICIPAL JUDGE

BY: _____
Associate Municipal Judge

CITY OF DUNCANVILLE, TEXAS

BY: _____
Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Consider a Resolution approving the terms and conditions of an agreement by and between the City of Duncanville and Wells Fargo Bank N.A. as a Merchant Processing Services provider for an initial term of a three (3) year period with the option to extend the contract for three (3) additional two-year periods under the same terms and conditions

STAFF RESPONSIBLE:

Richard Summerlin, CPA, CGFO, Finance Director
Tia Pettis, CGFO, Assistant Finance Director
Sheila Baker, MPA, CPM, Purchasing Manager
Tracy Beekman, IT Director

BACKGROUND/HISTORY:

The City currently has a contract with Chase Paymentech to provide Merchant Processing Services. Over the past several years, the City has experienced terminal issues primarily in the Utility Billing area which Chase has been unable to resolve. This unresolved issue coupled with City-wide changes moving to Tyler Technology Software in Finance, Public Works, and Utility Billing precipitated the decision to request proposals for Merchant Processing Services (MPS). Due to the complicity of MPS, our investment advisory firm, Valley View Consulting, LLC, assisted staff in obtaining and evaluating proposals due to their expertise with the subject.

The Request for Proposal RFP-21-001 was advertised in the Focus Daily Newspaper on October 18, 2020, and, October 25, 2020. The proposal was also emailed to fourteen (14) banks and six (6) were Minority Banks. The process for selecting an MPS is governed by the State of Texas Local Government Code Chapters 176, 252, and 271; State of Texas Government Code Chapters 2252; and the City's purchasing policy.

The RFP project was conducted as follows:

1. Analyzed current technical setup and transactional history to determine a list of requirements.
2. Drafted the RFP for City review and approval.
3. Posted the notice and advertised the RFP.
4. By the closing deadline, proposals were received from:
 - a. Certified Merchant Services
 - b. First Data Merchant Services, LLC /(fiserv/BBVA)
 - c. Impact PaySystem, LLC
 - d. PayZang
 - e. TIB – The Independent Bank, N.A.
 - f. Valli Information Systems, Inc.

g. Wells Fargo Bank, N.A.

The evaluation of the proposals was based on, but not limited to, the following criteria:

1. Cost of services
2. Ability to perform and provide the required and requested services
3. Reputation of MPS to provide services based on MPS references
4. Financial strength and stability of the firm
5. Timeliness of funding schedule
6. Strength of operating rules and data security program
7. Completeness of proposal and agreement to points outlined

POLICY EXPLANATION:

The analysis of the Proposals began with an overall review of each firm's general financial strength and ability to provide the services necessary to meet the City's current and future service needs. Each of the responding firms exhibited acceptable financial strength and the ability to provide services the City requested.

The analysis of proposed fees is summarized below.

Net Cost

Each MPS proposed fee schedule was analyzed based on the City's actual transaction levels using the City's merchant statements for a one year period from August 2019 to July 2020. Using the data collected from those statements and the submitted pricing proposals, estimates were calculated for the interchange and vendor costs for each proposal.

Table 1 Estimated Annual Costs

	BBVA/First Data/fiserv	BCMS	Impact PaySystem	PayZang	TIB	Valli Info Systems	Wells Fargo
VENDOR	\$7,950	\$31,283	\$22,720	\$20,515	\$23,033	\$21,316	\$14,640
INTERCHANGE	\$158,883	\$158,883	\$158,883	\$158,883	\$158,883	\$158,883	\$158,883
ASSOCIATION	\$14,753	\$14,753	\$14,753	\$14,753	\$14,753	\$14,753	\$14,753
OTHER FEES	\$3,498	\$6,857	\$4,059	\$8,113	\$4,349	\$1,320	\$3,300
Grand Total	\$185,084	\$211,776	\$200,415	\$202,264	\$201,018	\$196,272	\$191,576

In addition to the estimated processing costs, the City will need to replace the current terminals with terminals that are technologically improved and will provide enhanced PCI (Payment Card Industry) security.

The estimated cost of the equipment replacement will range between \$7,500 and \$16,000 depending on the final selection of equipment to be used in each City department.

The estimates for interchange and association fees were based on the most recent interchange rates published by MasterCard, Visa and Discover as of October 2020. Interchange rates are released in April and October of each year. Should a subsequent release include changes to one of the rates used in this estimate, the actual interchange cost will vary accordingly. The interchange fees will be

the same for all providers as these are assessed by MasterCard, Visa, and Discover, and the vendor we select will have no control over those rates.

The estimate for vendor fees is based on the proposed fees presented in each proposal and would be locked in at the contracts signing and would only be impacted by changes in actual transaction volumes.

Conclusion:

Based on the strengths of the proposals, First Data Merchant Services, LLC (BBVA) and Wells Fargo Bank, N.A. were invited to provide online demonstrations of their proposals to explain how their services could be implemented by the City.

The City formed an internal evaluation team consisting of representation from the Purchasing Department, Finance Department, and Information Technology Department. The Primary focus of the evaluation was as follows:

Performance related – Could the applicant meet all of the requirements of outlined in the RFP,

Financial related – overall annual costs for services provided; and

Service related – Indications of the MPS responsiveness and commitment to customer service.

While the Wells Fargo Bank, N.A. proposal was slightly higher (\$6,492 annually); they did offer a higher degree of compatibility with the City's current processing systems. The dedicated customer service team offered by Wells Fargo, N.A. was also an important factor in the decision.

Based on the overall analysis results, evaluation criteria, and product service demonstrations, it was determined that the proposal provided by Wells Fargo Bank, N.A. represents the "best value" to the City.

FUNDING SOURCE:

Applicable funds include General Fund, Utility Fund, and Fieldhouse Fund.

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution approving the terms and conditions of an agreement by and between the City of Duncanville and Wells Fargo Bank N.A. as a Merchant Processing Services provider for an initial term of a three (3) year period with the option to extend the contract for three (3) additional two-year periods under the same terms and conditions

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2021-017 - Merchant Processing Services \(MSP\)](#)

RESOLUTION NO. 2021-017

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND WELLS FARGO BANK N.A. AS MERCHANT PROCESSING SERVICES PROVIDER FOR AN INITIAL TERM OF A THREE (3) YEAR PERIOD WITH THE OPTION TO EXTEND THE CONTRACT FOR THREE (3) ADDITIONAL TWO-YEAR PERIODS UNDER THE SAME TERMS AND CONDITIONS; AUTHORIZING THE CITY MANAGER OR HIS/HER DESIGNEE TO NEGOTIATE AND EXECUTE THE NECESSARY DOCUMENTS AND/OR PAYMENTS; AND, SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to replace the City's current Merchant Processing Services (MSP) provider with a new MSP provider to provide solutions compatible with the City's new ERP and other Tyler Technology software; and

WHEREAS, Wells Fargo Bank N.A. has submitted the best value proposal.

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

SECTION 1. The City Council hereby authorizes, approves and accepts the terms and conditions of an agreement by and between the City of Duncanville, Texas and Wells Fargo Bank, N.A. as merchant processing services for an initial term of three (3) year period with the option to extend the contract for three (3) additional two-year periods under the same terms and conditions.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager or designee to execute said Agreement subject to City Attorney's approval as to form.

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Consider appointments to boards and commissions, being appointments to fill existing vacancies on the Zoning Board of Adjustment and the Sign Control Board.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal 1: Foster a values-based environment where employees are supported and encouraged to develop, in order to achieve and sustain a healthy relationship between the organization's stakeholders.

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

During its regular board and commission appointment process, the Zoning Board of Adjustment and Sign Control Board, had one vacancy each remaining. City Council directed staff to continue to advertise for board vacancies. We now have applications from three (3) citizens specifically interested in serving on the Sign Control Board or the Zoning Board of Adjustment.

Those applicants are:

Boards Interested In:

<u>Applicants:</u>	<u>Sign Control Board</u>	<u>Zoning Board of Adjustment</u>
Mr. Edward Stith	Yes	Yes
Mr. Javar Avery	Yes	Yes
Mr. Jarred Davis	No	Yes

- The Zoning Board of Adjustment currently has one (1) vacancy to fill (Alternate #2).
- The Sign Control Board currently has one (1) vacancy to fill.

POLICY EXPLANATION:

Board and commission members serve at the will and pleasure of the City Council and the City Council reserves the right to appoint or remove board or commission members at any time. Applications of interested citizens are attached.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends City Council make appointments to boards and commissions, being appointments to fill existing vacancies on the Zoning Board of Adjustment and the Sign Control Board.

ATTACHMENTS:

[Edward Stith - District 1](#)

[Javar Avery - District 2](#)

[Jarred Davis - District 4](#)



FOR OFFICE USE

Received:	
Appointed to:	
Date Approved:	
Term Dates:	
District #:	

ONLY

The Duncanville City Council is committed to building a "vibrant and inclusive community, driven by a commitment to democratic principles and service above self." Through a diverse and inclusive voice from our Boards and Commissions, we hope to bridge the gap between citizens and City Council, forging the future of Duncanville! To begin the process, we would like for you to answer some questions below. It is our desire to partner you with a Board or Commission that you not only have a desire to serve with, but also matches your talents. Thank you again for your interest and desire to serve your community!

City of Duncanville Boards and Commission Application

PUBLIC INFORMATION NOTICE

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the home address and phone numbers. This designation can be made on the application.

I ELECT TO WITHHOLD THE FOLLOWING INFORMATION FROM PUBLIC ACCESS: (circle selection)

HOME ADDRESS TELEPHONE NUMBER

To be eligible to serve, one must be a resident of the City of Duncanville, and not be in arrears on City of Duncanville ad valorem taxes, fines or fees.

Name: Edward Stith	Occupation: Librarian
Home Address: [REDACTED]	District 1
Telephone Number: [REDACTED]	Email Address: [REDACTED]
Registered Voter: ☒ Yes / No	Resident for # of Years in City: 4

Please indicate the Board or Commission you have a preference in serving on, by numbering them in order from 1 to 5

City Planning & Zoning Commission	Parks & Recreation Advisory Board	
Civil Service Commission	Senior Advocacy Commission	
Duncanville Community & Economic Development Corporation (DCEDC)	Sign Control Board	
Keep Duncanville Beautiful Board	Tax Increment Finance Reinvestment Zone Board	
Library Advisory Board	Tri-City Animal Shelter	

Multicultural Social Engagement Partnership	Zoning Board of Adjustment	X
Neighborhood Vitality Commission		

Why are you interested in applying for this specific Board or Commission?

I would like to make contributions to Duncanville's growth.

What do you hope to accomplish by serving on this Board or Commission?

I want to help in any way I can to make Duncanville a growing and vibrant community. I also think I will learn a great deal on this Board, and I can offer my research skills to the members on the Board.

What experience do you possess that will be helpful to the mission of this Board or Commission?

I am an experienced researcher who can analyze zoning adjustment recommendations to that of similar cities and assess what benefits have been accomplished, per the adjustment, by reviewing data driven business intelligence documents.

How will you engage other citizens to provide to you a perspective or recommendations?

I can utilize social media such as NextDoor and place informational notices with contact information at strategic locations around the city. In addition, I am willing to conduct polls in diverse areas of the city.

What concerns, if any, do you have about issues facing Duncanville?

Profitable and equitable zoning of the land in Duncanville.

Are you, or a member of your family, involved in any business transaction with the City of Duncanville? If yes, please explain below.

No.

Have you ever been convicted of a felony? If yes, please explain below.

No.

Pursuant to Ordinance No. 1975 members of boards and commissions shall not be delinquent in the payment of ad valorem taxes, except for the duration of a timely protest in accordance with law and shall not be delinquent in the payment of any fine owing to the City.

The following information is needed for verification purposes.

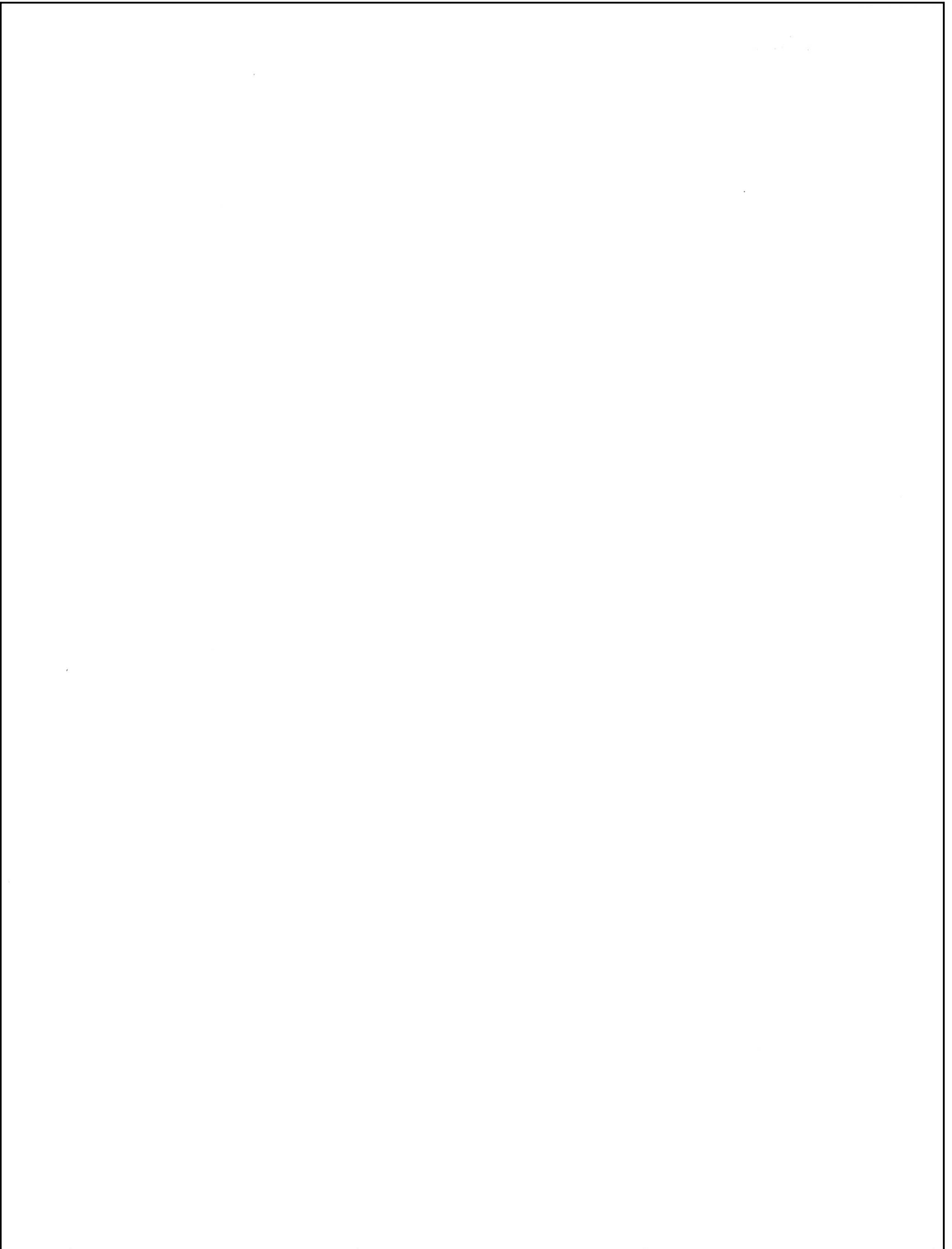
Complete legal name: Edward Seymour Stith
Complete legal name of spouse:
Home address: [REDACTED]
List all properties that you own or have an interest within the City of Duncanville: [REDACTED]

List all businesses that you own or have an interest within the City of Duncanville:
N/A

Signature:  Date: 11/05/20

Please return your completed application to the City Secretary's Office at City Hall, 203 E Wheatland Rd.,
Duncanville, TX 75116 or via electronic mail (e-mail) at kdowns@duncanville.com

2
APPLICATIONS ARE KEPT ON FILE FOR A YEAR AND ARE ALWAYS WELCOME AS VACANCIES MAY
OCCUR THROUGHOUT THE YEAR.



**FOR OFFICE USE ONLY**

Received:	
Appointed to:	
Date Approved:	
Term Dates:	
District #:	

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I ELECT TO WITHHOLD THE FOLLOWING INFORMATION FROM PUBLIC ACCESS: (circle selection)

HOME ADDRESS

TELEPHONE NUMBER

To be eligible to serve, one must be a resident of the City of Duncanville, and not be in arrears on City of Duncanville ad valorem taxes, fines or fees.

Name: Javar Avery	Occupation: President/Managing Partner
Home Address: [REDACTED] District 2	
Telephone Number: [REDACTED]	Email Address: [REDACTED]
Registered Voter: ☒ Yes / No	Resident for # of Years in City: 6 months

Please indicate the Board or Commission you have a preference in serving on, by numbering them in order from 1 to 5

City Planning & Zoning Commission	3	Parks & Recreation Advisory Board	
Civil Service Commission		Senior Advocacy Commission	
Duncanville Community & Economic Development Corporation (DCEDC)	2	Sign Control Board	
Keep Duncanville Beautiful Board		Tax Increment Finance Reinvestment Zone Board	4
Library Advisory Board		Tri-City Animal Shelter	
Multicultural Social Engagement Partnership		Zoning Board of Adjustment	1
Neighborhood Vitality Commission			

Why are you interested in applying for this specific Board or Commission?

City boards aligns with my purpose of not just being a resident of the city, but being an active constituent. All boards impact the residents in some form. it's my goal to make sure that the impact is thoughtful and carried out in the correct manner.

What do you hope to accomplish by serving on this Board or Commission? Make a contribution to my community, and further enhance my knowledge base of how cities function.
What experience do you possess that will be helpful to the mission of this Board or Commission? I have an entrepreneurial background with a focus on mergers and acquisitions. I have gained a great deal of knowledge in finance from this. I am a team player, purpose driven/mission oriented, I am a thought leader, and possess the skills to think through difficult situations.
How will you engage other citizens to provide to you a perspective or recommendations? I will get to know my neighbors to understand their concerns. I will also listen via social media.
What concerns, if any, do you have about issues facing Duncanville? I am fairly new to the city. I am not aware of the issues facing the city yet. However, I see others concerns on Nextdoor.
Are you, or a member of your family, involved in any business transaction with the City of Duncanville? If yes, please explain below. No
Have you ever been convicted of a felony? If yes, please explain below. No

Pursuant to Ordinance No. 1975 members of boards and commissions shall not be delinquent in the payment of ad valorem taxes, except for the duration of a timely protest in accordance with law and shall not be delinquent in the payment of any fine owing to the City.

The following information is needed for verification purposes.

Complete legal name: Javar Dawayne Avery
Complete legal name of spouse: [REDACTED]
Home address: [REDACTED]
List all properties that you own or have an interest within the City of Duncanville: N/A
List all businesses that you own or have an interest within the City of Duncanville: President/Managing partner of Sun And Moon Capital LLC.

Signature: Javar Avery Date: 01/04/2020

Please return your completed application to the City Secretary's Office at City Hall, 203 E Wheatland Rd., Duncanville, TX 75116 or via electronic mail (e-mail) at kdowns@duncanville.com

2

APPLICATIONS ARE KEPT ON FILE FOR A YEAR AND ARE ALWAYS WELCOME AS VACANCIES MAY OCCUR THROUGHOUT THE YEAR.



FOR OFFICE USE ONLY

Received:	
Appointed to:	
Date Approved:	
Term Dates:	
District #:	

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City of Duncanville Boards and Commission Application

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I ELECT TO WITHHOLD THE FOLLOWING INFORMATION FROM PUBLIC ACCESS: (circle selection)

HOME ADDRESS ☒

TELEPHONE NUMBER ☒

To be eligible to serve, one must be a resident of the City of Duncanville, and not be in arrears on City of Duncanville ad valorem taxes, fines or fees.

Name: Jarred Davis	Occupation: Human Resources Executive
Home Address: [REDACTED]	District 4
Telephone Number: [REDACTED]	Email Address: [REDACTED]
Registered Voter: ☒ Yes / No	Resident for # of Years in City: 1 year

Please indicate the Board or Commission you have a preference in serving on, by numbering them in order from 1 to 5

City Planning & Zoning Commission	2	Parks & Recreation Advisory Board	3
Civil Service Commission	4	Senior Advocacy Commission	
Duncanville Community & Economic Development Corporation (DCEDC)	1	Sign Control Board	
Keep Duncanville Beautiful Board		Tax Increment Finance Reinvestment Zone Board	
Library Advisory Board	5	Tri-City Animal Shelter	
Multicultural Social Engagement Partnership		Zoning Board of Adjustment	
Neighborhood Vitality Commission			

Why are you interested in applying for this specific Board or Commission?

use last page

What do you hope to accomplish by serving on this Board or Commission? <i>see last page</i>
What experience do you possess that will be helpful to the mission of this Board or Commission? <i>see last page</i>
How will you engage other citizens to provide to you a perspective or recommendations? <i>see last page</i>
What concerns, if any, do you have about issues facing Duncanville? <i>see last page</i>
Are you, or a member of your family, involved in any business transaction with the City of Duncanville? If yes, please explain below. No.
Have you ever been convicted of a felony? If yes, please explain below. No.

Pursuant to Ordinance No. 1975 members of boards and commissions shall not be delinquent in the payment of ad valorem taxes, except for the duration of a timely protest in accordance with law and shall not be delinquent in the payment of any fine owing to the City.

The following information is needed for verification purposes.

Complete legal name: Jarred D'Shea Davis
Complete legal name of spouse: N/A
Home address: [REDACTED]
List all properties that you own or have an interest within the City of Duncanville: [REDACTED]
List all businesses that you own or have an interest within the City of Duncanville: N/A

Signature: *Jarred Davis* Date: *7/2/21*

Please return your completed application to the City Secretary's Office at City Hall, 203 E Wheatland Rd., Duncanville, TX 75116 or via electronic mail (e-mail) at kdowns@duncanville.com

2
APPLICATIONS ARE KEPT ON FILE FOR A YEAR AND ARE ALWAYS WELCOME AS VACANCIES MAY OCCUR THROUGHOUT THE YEAR.

Davis, Jarred
Board and Commission Application Questions/Response

Why are you interested in applying for this specific Board or Commission?

As a staunch believer in a participatory democracy, I have always been interested in and committed to board and commission service. I am specifically interested in this opportunity, which will allow me to bring my civic and professional experience and expertise into one service opportunity and contribute to the City of Duncanville in an effective and meaningful way.

What do you hope to accomplish by serving on this Board or Commission?

I hope to support the strategic goals and priorities of the Corporation or Commission by bringing my network and past professional and board service experience to support the successful implementation of programs and initiatives that further and bolster economic and community development priorities.

What experience do you possess that will be helpful to the mission of this Board or Commission?

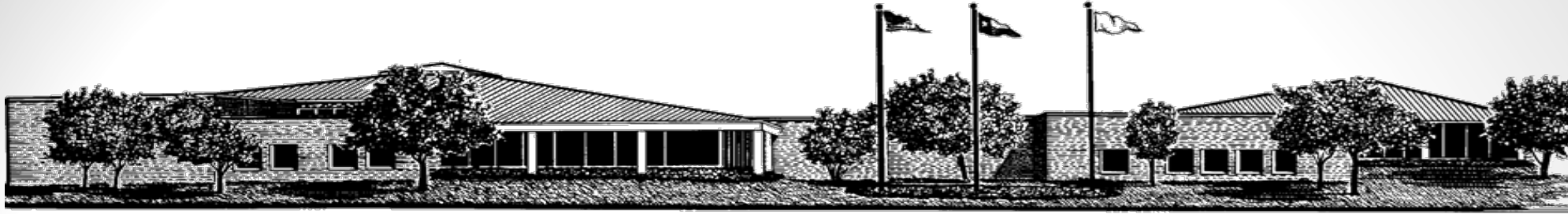
I feel my previous board service, community involvement, and professional career in human resources has prepared me to positively contribute to this board or commission. My previous board experience includes serving on as board director for the Texas A&M University-Commerce Alumni Association, City of Dallas Planning and Zoning Commission Vice Chairman, Oak Cliff Chamber of Commerce Education Chair, and Dallas ISD CityLab Highschool Foundation board director.

How will you engage other citizens to provide to you a perspective or recommendations?

I will ensure there are well-established lines of communication to receive input and share with the community to work of the respective board or commission. In previous capacities as a commissioner, I was intentional about planning opportunities that engage the community and key stakeholders. I consider this to be primary function and expectation of a person chosen to serve in this capacity.

What concerns, if any, do you have about issues facing Duncanville?

I don't have any at this time.



LIBRARY QUARTERLY REPORT

JULIO VELASQUEZ, LIBRARY DIRECTOR

FEBRUARY 16, 2021

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

City of Duncannonville



1

Departmental Accomplishments

- Expanded public access to library 10am-6pm Monday-Friday – browse and check-out materials, fax services, copier/scanner, notary, limited computers, and public wifi all available
- 24/7 Online access to library resources including catalog and all databases continued
- 24/7 Access to all e-materials including e-books, e-magazines, and e-audiobooks continued
- Staff members available to answer all questions via phone or email during operating hours 10-6PM Monday - Friday
- Curbside/home delivery of materials requested and placed on hold by patrons continues



Spring Activities and Programs

- Weekly online Stories With Ms. Danene: weekly video storytimes uploaded to the library's YouTube channel that patrons can view at their convenience
- Black History Month take home crafts
- Black History Month songs and stories with Storyteller Oba King also uploaded to the library's YouTube channel



New Library Furniture

- Utilizing available CARES Act funds the library was able to purchase new computer carrels that allowed for deployment of additional computer assets while maintaining social distancing needs.
- This allows for more patrons to visit the library and use the computers during operating hours while still being safe.

New Library Furniture





QUESTIONS?



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Receive Police Department 2020 Racial Profiling Report.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers' experiences and exceed their expectations.

STAFF RESPONSIBLE:

Robert D. Brown, Jr., Chief of Police

Mark LiVigni, Assistant Chief of Police

BACKGROUND/HISTORY:

The Texas Code of Criminal Procedure mandates all law enforcement agencies in the state to collect, analyze, and report on data related to racial profiling, relative to traffic stops by law enforcement officers. In compliance with those statutes, the Duncanville Police Department (DPD) collects data on every motor vehicle stop that results in a warning, citation, or arrest. As in previous years, DPD has contracted with the Research Justice Institute to analyze the data collected and prepare the annual report on racial profiling. The analysis and report were prepared by Dr. Chad Trulson, working in conjunction with Dr. Eric Fritsch, Chair of the Department of Criminal Justice at the University of North Texas.

The analysis shows that DPD is in full compliance with all relevant Texas laws concerning racial profiling.

POLICY EXPLANATION:

Texas Code of Criminal Procedure Article 2.131 prohibits peace officers from engaging in racial profiling. Articles 2.132 through 2.1385 require law enforcement agencies to develop a written policy meeting certain requirements, provide training and education to officers employed by the agency, provide a complaint and public education process, collect mandated data, report that data to the Texas Commission on Law Enforcement, analyze the data, provide a report to the governing body of the municipality, and prescribe penalties for the chief administrator of any law enforcement agency that is not in compliance with any of the aforementioned provisions.

FUNDING SOURCE:

\$2,500.00 is allocated in the General Fund budget for the analysis and preparation of an annual report on racial profiling.

Contract Log #:

1490

RECOMMENDATION:

No action is required by Council. The 2019 Annual Report on Racial Profiling is presented to City Council in compliance with the Texas Code of Criminal Procedure, Article 2.134 (b).

ATTACHMENTS:

[Attachment 1 - Cover Letter to Mayor & Council \(2020 Report\)](#)

[Attachment 2 - Final Racial Profiling Analysis Duncanville PD 2020](#)

[Attachment 3 - Final Racial Profiling Report Duncanville PD 2020](#)

February 16, 2021

To: Mayor Barry Gordon and Duncanville City Council

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

CC: Mr. Paul Frederiksen, Interim City Manager
Mrs. Aretha Ferrell-Benavides, City Manager (as of February 22, 2021)

Subject: 2020 Annual Report on Racial Profiling

The Duncanville Police Department 2020 Racial Profiling Comparative Analysis is attached. The analysis was performed by Justice Research Consultants, under the direction of Dr. Eric J. Fritsch. Should you have any questions about the analysis methodology, Dr. Fritsch may be contacted at (940) 453-0278 or by email, at fritsch@jrcresearch.com.

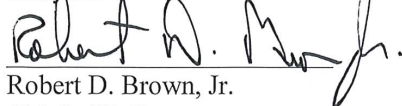
The Executive Summary of the analysis, located on page 1 and 2, identifies six bullet statements that are critical to the analysis. The bullet statements indicate that the Duncanville Police Department is fully compliant with all statutory requirements regarding policy formulation, training, public education, complaint filing, and has met all mandated deadlines for compliance.

During 2020, the Duncanville Police Department received no complaints alleging racial profiling. The Duncanville Police Department takes any complaint of racial profiling very seriously, and any such allegations are thoroughly investigated to ensure fair and equitable law enforcement of citizens with whom our personnel contact during stops. Supervisors routinely review randomly selected audio/video recordings of traffic stops as a quality assurance measure. Additionally, the department regularly provides training on diversity and sensitivity.

This analysis will be available on the City of Duncanville's website, as well as at the Duncanville Public Library in the current events section.

As required by statute, both the Full Report data from our 2020 Racial Profiling Report as well as this Comparative Analysis has been uploaded to the Texas Commission on Law Enforcement (TCOLE) website.

Please feel free to contact me if you have any questions or concerns regarding this analysis.



Robert D. Brown, Jr.
Chief of Police

Attachment 2



DUNCANVILLE POLICE DEPARTMENT

2020

RACIAL PROFILING ANALYSIS

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Executive Summary

Article 2.132-2.134 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2.134 of the CCP directs that “a comparative analysis of the information compiled under 2.133” be conducted, with specific attention to the below areas:

1. evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
3. evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

The analysis of material and data from the Duncanville Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE DUNCANVILLE POLICE DEPARTMENT REGULATIONS, SPECIFICALLY SECTION 5.41 OUTLINING THE DEPARTMENT’S POLICY CONCERNING RACIAL PROFILING, SHOWS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**

- **THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW REGARDING CCP ARTICLES 2.132-2.134.**

Introduction

This report details an analysis of the Duncanville Police Department's policies, training, and statistical information on racial profiling for the year 2020. This report has been prepared to specifically comply with Articles 2.132, 2.133, and 2.134 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2.131 – 2.134 of the CCP and make a determination of the level of compliance with those articles by the Duncanville Police Department in 2020. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

This report is divided into six sections: (1) Duncanville Police Department's policy on racial profiling; (2) Duncanville Police Department's training and education on racial profiling; (3) Duncanville Police Department's complaint process and public education on racial profiling; (4) analysis of Duncanville Police Department's traffic stop data; (5) additional traffic stop data to be reported to TCOLE; and (6) Duncanville Police Department's compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

Duncanville Police Department Policy on Racial Profiling

A review of Duncanville Police Department regulation 5.41 revealed that the department has adopted policies to be in compliance with Article 2.132 of the Texas CCP. Duncanville Police Department regulation 5.41 is included in Appendix B. There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are clearly covered in regulation 5.41. Duncanville Police Department regulation provides clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including termination. The regulation also provides a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race or ethnicity. Appendix C lists the applicable statute and corresponding Duncanville Police Department regulation.

A COMPREHENSIVE REVIEW OF DUNCANVILLE POLICE DEPARTMENT REGULATION 5.41 SHOWS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Duncanville Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas Peace Officers. Information provided by Duncanville Police Department reveals that racial profiling training and certification is current for all officers. In addition to training officers received during their academy experience and their field training experience, Duncanville Police Department also provides internal training, which includes training on written policies and procedures and instructional PowerPoints for additional

guidance. The city attorney periodically provides written updates on matters which may impact how officers follow racial profiling laws.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE DUNCANVILLE POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Duncanville Police Department Complaint Process and Public Education on Racial Profiling

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Duncanville Police Department regulation 5.41 Section IV Parts A-D covers this requirement. Specifically, the department has prepared a tri-fold pamphlet available in the Duncanville Police Department lobby and the Duncanville Public Library. The brochure is clearly written and provides detailed information on the process and whom to contact to file a complaint. Duncanville Police Department also provides the following easy to access websites for information related to Internal Affairs and complaint processes:

1. Internal Affairs (<http://www.duncanville.com/departments/police/administrative/internal-affairs/>).
2. Internal Affairs Brochure (<http://www.duncanville.com/wp-content/uploads/2018/08/IAD-Lobby-Information-rev-Aug-2017.pdf>).
3. Complaint Form (<http://www.duncanville.com/wp-content/uploads/2018/08/IAD-Basic-Compliment-Complaint-Form-rev-Aug-2017.pdf>).

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Duncanville Police Department Statistical Data on Racial Profiling

Article 2.132(b) 6 and Article 2.133 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. The Duncanville Police Department submitted statistical information on all motor vehicle stops in 2020 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

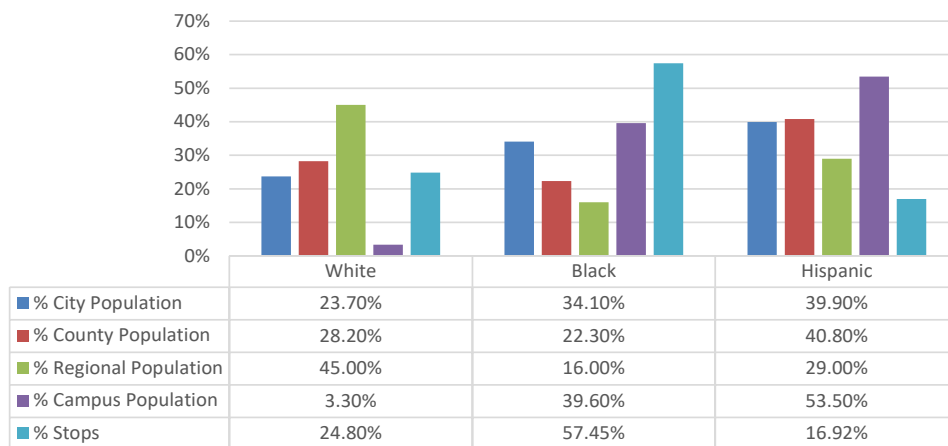
Analysis of the Data

Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2.134(c)(1)(A)

The first chart depicts the percentages of people stopped by race/ethnicity among the total 4,303 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2020.¹

Chart 1: Percentage of Motor Vehicle Stops in Comparison to Benchmarks



White drivers constituted 24.80 percent of all drivers stopped, whereas Whites constitute 23.70 percent of the city population, 28.20 percent of the county population, and 45.00 percent of the region population.² As an additional population comparison, White students constitute 3.30 percent of the Duncanville Independent School District (DISD) student population.³

¹ There were 24 motor vehicle stops where the race/ethnicity of the motorist was Asian/Pacific Islander and 12 stops where the race/ethnicity was Alaska Native/American Indian. Due to the extremely small number of cases relative to the population of Duncanville and the total number of motor vehicle stops in 2020 (4,303), these data are not represented in the first chart.

² City, County and Regional populations were derived from the 2019 American Community Survey (ACS) of the U.S. Census Bureau. Region is defined as the 16 county Dallas-Ft. Worth Area including the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

³ Duncanville ISD enrollment data are based on figures reported by the Texas Tribune found at <https://schools.texastribune.org/districts/duncanville-isd/>.

Black drivers constituted 57.45 percent of all drivers stopped, whereas Blacks constitute 34.10 percent of the city population, 22.30 percent of the county population, 16.00 percent of the region population, and 39.60 percent of the DISD population.

Hispanic drivers constituted 16.92 percent of all drivers stopped, whereas Hispanics constitute 39.90 percent of the city population, 40.80 percent of the county population, 29.00 percent of the region population, and 53.50 percent of the DISD population.

The chart shows that White drivers were stopped at rates lower than the percentage of Whites found in the county and regional population, but higher than the percentage of Whites represented in the city and DISD population. Black drivers were stopped at rates higher than the percentage of Blacks found in the city, county, regional and DISD populations. Hispanic drivers were stopped at rates lower than the percentage of Hispanics found in the city, county, regional and DISD populations.

Methodological Issues

Upon examination of the data, it is important to note that differences in overall stop rates of a particular racial or ethnic group, compared to that racial or ethnic group's proportion of the population, cannot be used to make determinations that officers have or have not racially profiled any given individual motorist. Claims asserting racial profiling of an individual motorist from the aggregate data utilized in this report are erroneous.

For example, concluding that a particular driver of a specific race/ethnicity was racially profiled simply because members of that particular racial/ethnic group as a whole were stopped at a higher rate than their proportion of the population—are as erroneous as claims that a particular driver of a specific race/ethnicity could NOT have been racially profiled simply because the percentage of stops among members of a particular racial/ethnic group as a whole were stopped at a lower frequency than that group's proportion of the particular population base (e.g., city or county population). In short, aggregate data as required by law and presented in this report cannot be used to prove or disprove that a member of a particular racial/ethnic group was racially profiled. Next, we discuss the reasons why using aggregate data—as currently required by the state racial profiling law—are inappropriate to use in making claims that any individual motorist was racially profiled.

Issue #1: Using Group-Level Data to Explain Individual Officer Decisions

The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are "racially profiling" motorists. This methodological error, commonly referred to as the "ecological fallacy," defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate stop data. **In short, one cannot prove that an individual officer has racially profiled any individual motorist based on the rate at which a department stops any given group of motorists.** In sum, aggregate-level data cannot be used to assess individual officer decisions, but the state racial profiling law requires this assessment.

Issue #2: Problems Associated with Population Base-Rates

There has been considerable debate as to what the most appropriate population “base-rate” is in determining whether or not racial/ethnic disparities exist. The base-rate serves as the benchmark for comparison purposes. The outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. While this report utilized the most recent 2019 ACS as a population base-rate, this population measure can become quickly outdated, can be inaccurate, and may not keep pace with changes experienced in city and county and regional population measures.

In addition, the validity of the benchmark base-rate becomes even more problematic if analyses fail to distinguish between residents and non-residents who are stopped. This is because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures. **In sum, a valid measure of the driving population does not exist. As a proxy, census and school district data is used which is problematic as an indicator of the driving population.** In addition, stopped motorists who are not residents of the city, county, or region where the motor vehicle stop occurred are not included in the benchmark base-rate.

In short, the methodological problems outlined above point to the limited utility of using aggregate-level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

Table 1 reports the summaries for the total number of motor vehicle stops in which a ticket, citation, or warning was issued, and to arrests made as a result of those stops, by the Duncanville Police Department in 2020. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2.134 of the CCP.

Comparative Analysis #2:

Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction. Texas Code of Criminal Procedure Article 2.134(c)(1)(B)

As shown in Table 1, there were a total of 4,303 motor vehicle stops in 2020 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 67 percent of stops resulted in a **verbal warning** (2,869/4,303). Less than 1 percent of stops resulted in a **written warning**, roughly 31 percent resulted in a **citation**, less than 1 percent resulted in a **citation and arrest**, and roughly 2 percent resulted in an **arrest** only. **Written warning and arrest** did not occur in 2020.

Specific to **verbal warnings**, White motorists received a verbal warning in roughly 71 percent of stops involving White motorists (762/1,067), Black motorists received a verbal warning in roughly 68 percent of stops of Black motorists, and Hispanic motorists received a verbal warning in roughly 55 percent of stops of Hispanic motorists.

White motorists received a **citation** in roughly 27 percent of stops involving White motorists (286/1,067), Black motorists received a citation in roughly 30 percent of stops of Black motorists, and Hispanic motorists received a citation in roughly 43 percent of stops of Hispanic motorists.

Specific to sole **arrests**, White motorists were arrested in roughly 2 percent of stops involving White motorists (19/1,067), Black motorists were arrested in roughly 2 percent of stops of Black motorists, and Hispanic motorists were arrested in roughly 2 percent of stops of Hispanic motorists. Most arrests were based on either an outstanding warrant (65.06%; 54/83) or violation of the penal code (32.53%).

Finally, as presented in Table 1, **physical force resulting in bodily injury** was not used in 2020. Of the 4,303 total motor vehicle stops, no stops involved physical force resulting in bodily injury.

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	1,067	2,472	728	24	12	4,303
Gender						
Female	379	978	280	11	3	1,651
Male	688	1,494	448	13	9	2,652
Reason for Stop						
Violation of Law	39	96	8	0	0	143
Preexisting Knowledge	9	30	6	0	0	45
Moving Traffic Violation	855	1,900	625	23	9	3,412
Vehicle Traffic Violation	164	446	89	1	3	703
Result of Stop						
Verbal Warning	762	1,677	404	17	9	2,869
Written Warning	0	1	0	0	0	1
Citation	286	743	311	7	3	1,350
Written Warning and Arrest	0	0	0	0	0	0
Citation and Arrest	0	5	1	0	0	6
Arrest	19	46	12	0	0	77
Arrest Based On						
Violation of Penal Code	7	12	8	0	0	27
Violation of Traffic Law	1	1	0	0	0	2
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	11	38	5	0	0	54
Physical Force Resulting in Bodily Injury Used?						
No	1,067	2,472	728	24	12	4,303
Yes	0	0	0	0	0	0

Comparative Analysis #3:

Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches. Texas Code of Criminal Procedure Article 2.134(c)(1)(C)

In 2020, a total of 261 **searches** of motorists were conducted, or roughly 6 percent of all stops resulted in a search (261/4,303). Among searches within each racial/ethnic group, White motorists were searched in roughly 5 percent of all stops of White motorists (56/1,067), Black motorists were searched in roughly 7 percent of all stops of Black motorists, and Hispanic motorists were searched in roughly 4 percent of all stops of Hispanic motorists.

As illustrated in Table 2, the most common reason for a search was probable cause (71.26%; 186/261). Among **searches based on probable cause** within each racial/ethnic group, White motorists were searched based on probable cause in 63 percent of all searches of White motorists (35/56), Black motorists were searched based on probable cause in roughly 76 percent of all searches of Black motorists, Hispanic motorists were searched based on probable cause in roughly 59 percent of all searches of Hispanic motorists.

Finally, it should be noted that only 28 searches (see Table 2) were based on consent, which are regarded as discretionary as opposed to non-discretionary searches. Relative to the total number of stops (4,303), discretionary consent searches occurred in 0.65 percent of stops. Among **consent searches** within each racial/ethnic group, White motorists were searched based on consent in 13 percent of all searches of White motorists (7/56), Black motorists were searched based on consent in roughly 10 percent of all searches of Black motorists, Hispanic motorists were searched based on consent in roughly 11 percent of all searches of Hispanic motorists.

Of the searches that occurred in 2020, and as shown in Table 2, **contraband was discovered** in 73 or roughly 28 percent of all searches (73/261 total searches). Among the searches in which contraband was discovered, the majority of the time the contraband discovered was drugs.⁴

⁴ Note, that the number of contraband finds (Description of Contraband) equals 87, which is more than the number of searches where contraband was found (73). This is because more than one item of contraband can be found during a single search.

Table 2: Searches and Outcomes by Race/Ethnicity

Search Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Search Conducted						
Yes	56	178	27	0	0	261
No	1,011	2,294	701	24	12	4,042
Reason for Search						
Consent	7	18	3	0	0	28
Contraband in Plain View	3	5	1	0	0	9
Probable Cause	35	135	16	0	0	186
Inventory	7	8	3	0	0	18
Incident to Arrest	4	12	4	0	0	20
Was Contraband Discovered						
Yes	13	48	12	0	0	73
No	1,054	2,424	716	24	12	4,230
Description of Contraband						
Drugs	10	40	7	0	0	57
Weapons	2	16	2	0	0	20
Currency	0	4	1	0	0	5
Alcohol	1	0	1	0	0	2
Stolen Property	0	1	0	0	0	1
Other	1	0	1	0	0	2

Comparative Analysis #4:

Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. Texas Code of Criminal Procedure Article 2.134(c)(2)

In 2020, internal records indicate that the Duncanville Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling.

Additional Analysis:

Statistical analysis of motor vehicle stops relative to the gender population of the agency's reporting area. This analysis is presented in the report based on a December 2020 email sent from TCOLE to law enforcement executives in Texas.

In 2020, 4,303 motor vehicle stops were made by the Duncanville Police Department. Of these stops, 1,651 or roughly 38 percent were female drivers (1,651/4,303), and roughly 62 percent were male drivers (see Table 1).

According to 2019 American Community Survey (ACS) city and county population estimates of the U.S. Census Bureau, the City of Duncanville was composed of 51.4 percent females and 48.6 percent males. County population 2019 ACS estimates indicate that females accounted for 50.7 percent of the county population and males accounted for 49.3 percent of the county population.

Overall, in 2020, males were stopped at rates higher than their proportion of the city and county populations.

Additional Information Required to be Reported to TCOLE

Table 3 provides additional information relative to motor vehicle stops in 2020 by the Duncanville Police Department. These data are required to be collected by the Duncanville Police Department under the Texas Code of Criminal Procedure Article 2.133.

As illustrated in Table 3, of the 4,303 motor vehicle stops in 2020, the officer knew the race/ethnicity of the motorist prior to the stop in 3.39% of the stops (146/4,303). This percentage is consistent across law enforcement agencies throughout Texas. An analysis of all annual racial profiling reports submitted to the Texas Commission on Law Enforcement, as required by the Texas racial profiling law found that in 2.9% of the traffic stops in Texas, the officer knew the race/ethnicity of the motorist prior to the stop.⁵ The analysis included 1,186 Texas law enforcement agencies and more than 3.25 million traffic stops.

As noted, the legal definition of racial profiling in the Texas Code of Criminal Procedure Article 3.05 is “a law enforcement-initiated action based on an individual’s race, ethnicity, or national origin rather than on the individual’s behavior or on information identifying the individual as having engaged in criminal activity.”

Almost always, Duncanville PD officers do not know the race/ethnicity of the motorist prior to the stop. This factor further invalidates any conclusions drawn from the stop data presented in Chart 1. If an officer does not know the race/ethnicity of the motorist prior to the stop, then the officer cannot, by legal definition, be racial profiling. Racial profiling is a law-enforcement action based on the race/ethnicity of an individual. If the officer does not know the person’s race/ethnicity before the action (in this case, stopping a vehicle), then racial profiling cannot occur.

Based on this factor, post-stop outcomes are more relevant for a racial profiling assessment, as presented throughout this report, in comparison to initial motor vehicle stop data disaggregated by race/ethnicity. Once the officer has contacted the motorist after the stop, the officer has identified

⁵ Winkler, Jordan M. (2016). *Racial Disparity in Traffic Stops: An Analysis of Racial Profiling Data in Texas*. Master’s Thesis. University of North Texas.

the person's race/ethnicity and all subsequent actions are more relevant to a racial profiling assessment than the initial stop data.

Table 3: Additional Information

Additional Information	Total
Was Race/Ethnicity Known Prior to Stop	
Yes	146
No	4,157
Approximate Location of Stop	
City Street	4,224
US Highway	52
County Road	3
State Highway	16
Private Property/Other	8
Number of Complaints of Racial Profiling	0
Resulted in Disciplinary Action	0
Did Not Result in Disciplinary Action	0

Analysis of Racial Profiling Compliance by Duncanville Police Department

The foregoing analysis shows that the Duncanville Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection and reporting of data in compliance with the law.

In addition to providing summary reports and analysis of the data collected by the Duncanville Police Department in 2020, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Duncanville Police Department as well as police agencies across Texas.

Appendix A

Racial Profiling Statutes and Laws

Texas Racial Profiling Statutes

Art. 3.05. RACIAL PROFILING.

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means the following categories:

- (A) Alaska native or American Indian;
- (B) Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
 - (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
 - (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
 - (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
 - (E) the location of the stop; and
 - (F) the reason for the stop; and
 - (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the Texas Commission on Law Enforcement; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.05, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. 3051), Sec. 1, eff. September 1, 2017.
 Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.01, eff. September 1, 2017.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

- (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
 - (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
 - (A) the person's gender; and
 - (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
 - (2) the initial reason for the stop;
 - (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
 - (4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
 - (5) the reason for the search, including whether:
 - (A) any contraband or other evidence was in plain view;
 - (B) any probable cause or reasonable suspicion existed to perform the search; or
 - (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
 - (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
 - (7) the street address or approximate location of the stop;
 - (8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b) to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 26, eff. September 1, 2009.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.02, eff. September 1, 2017.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
- (B) examine the disposition of motor vehicle stops made by officers employed by the agency,

categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 27, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.06, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.03, eff. September 1, 2017.

Art. 2.136. LIABILITY.

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
- (2) smaller jurisdictions; and
- (3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using video and audio equipment and body worn cameras for those purposes.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.04, eff. September 1, 2017.

Art. 2.138. RULES.

The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.1385. CIVIL PENALTY.

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an amount not to exceed \$5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 29, eff. September 1, 2009.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.05, eff. September 1, 2017.

Appendix B Agency Policy

DUNCANVILLE POLICE DEPARTMENT REGULATIONS	
SUBJECT: Racial Profiling	SECTION: 5.41
EFFECTIVE DATE: September 1, 2017	APPROVED: Robert D. Brown, Jr. Chief of Police
AMENDS/SUPERSEDES: Reg. 5.41 ISSUED: September 24, 2014	

I. PURPOSE

This Racial Profiling Policy is adopted in compliance with the requirements of Articles 2.131 through 2.138, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.

Two of the fundamental rights guaranteed by both the United States and Texas Constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.

This policy shall not preclude officers from offering assistance such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost, or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

II. DEFINITIONS

- A. Racial Profiling – means a law enforcement-initiated action based on an individual’s race, ethnicity, or national origin rather than on the individual’s behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.
- B. Race or Ethnicity – means of a particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent.
- C. Acts Constituting Racial Profiling – are acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual’s race or ethnicity or on the basis of racial or ethnic stereotypes, rather than upon the individual’s behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.
- D. Pedestrian Stop – means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

E. Traffic Stop – means a peace officer that stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.

F. Bodily Injury – means physical pain, illness, or any impairment of physical condition.

III. PROHIBITION

Peace officers of the City of Duncanville are strictly prohibited from engaging in race profiling. The prohibition against racial profiling does not preclude the use of race or ethnicity as factors in a detention decision by a peace officer. Race or ethnicity may be legitimate factors in such a decision when used as part of a description of a suspect or witness for whom a peace officer is searching. Additionally, members of the Duncanville Police Department shall neither engage in enforcement activities nor refuse service based on anyone's ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

IV. COMPLIMENT AND COMPLAINT PROCESS AND PUBLIC EDUCATION

A. Compliments submitted by citizens' can be taken by any member of the Department and forwarded to Internal Affairs. Those compliments will then be forwarded to Administration for review.

B. Complaints will be taken from citizens who feel that their contact with the Police was a result of a bias towards their race or ethnicity and that action taken against them was the result of them being singled out due to their race or ethnicity.

C. Public education information regarding the compliment and complaint process will be accomplished by the distribution of tri-fold pamphlets available in the lobby of the Duncanville Police Station, the counter outside of the Human Resources Department located in the West Wing of Duncanville City Hall, in the Duncanville Public Library, and by posting on the Department website.

D. Complaints alleging racial profiling will be handled in accordance with Duncanville Police Department Regulation #4.01.

E. If the Department opens an investigation based upon a complaint alleging racial profiling, and if a recording of the occurrence exists, the Department shall promptly provide a copy of the recording to the officer who is the subject of the complaint, upon written request by the officer.

V. CORRECTIVE ACTION

Any peace officer who is found, after investigation, to have engaged in racial profiling in violation of this policy shall be subject to corrective action, which may include: diversity, sensitivity or other appropriate training, counseling, suspension, termination of employment, or other appropriate action as determined by the Chief of Police.

VI. DATA COLLECTION AND REPORTING

A. On every traffic stop and arrests resulting from traffic stops, a peace officer involved in the stop shall collect information identifying the race or ethnicity of the person

Duncanville Police Department Regulation 5.41 - pg 2

TPCA 2.01

detained, stating whether a search was conducted (to include a search of a person, place, or vehicle), and if a search was conducted, whether the person detained consented to the search, the reason for the stop, the location of the stop, and if the Officer used physical force that resulted in bodily injury.

- B. The Municipal Court Administrator shall utilize the court's software to compile the data collected on each hand written traffic citation. The Administrative Assistant/Crime Analyst shall utilize the Brazos Tech ticket writer system to compile the data collected on each traffic stop resulting in a citation, written warning, or arrest. The Court Administrator and the Administrative Assistant/Crime Analyst shall convey to the Assistant Chief of Police the data collected during the previous calendar year not later than January 30 of each subsequent year. The Assistant Chief of Police shall cause to be prepared an annual report covering the period January 1 through December 31 of each year, and shall submit the report to the governing body of the City of Duncanville no later than March 1 of the following year.

A copy of the annual report must also be submitted to the Texas Commission on Law Enforcement (TCOLE). The annual reports shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any peace officer involved in a stop or arrest.

VII. REVIEW OF VIDEO AND AUDIO DOCUMENTATION-STANDARDS

- A. As of the effective date of this regulation, every vehicle regularly used by the Duncanville Police Department to make traffic stops has been equipped with audio or audio/video recording equipment as required by CCP Art. 2.135.
- B. Review of audio or audio/video recordings will be in compliance with Duncanville Police Department Regulation 5.29 (Use of the Mobile Video System).

VIII. TRAINING

- A. Officers are responsible to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.
- B. All officers shall complete a TCOLE training and education program on bias based profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.
- C. The Chief of Police, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on bias based profiling.



Duncanville Police Department

Special Services / Internal Affairs

Compliment/Complaint Information Form

Compliment/Complainant Information

***Last Name** ***First Name** ***Middle Name**

***Date of Birth** ____/____/____ ***Race** ____ ***Sex** ____ ***DL/ID #** _____

***Home Address**

City/State/Zip _____

Mobile/

***Home Phone #** (____) _____ **Pager #** (____) _____

Name of Business _____

Business Address

City/State/Zip _____

Business Phone # (____) _____

Complaint Associated With:

Arrest ____; **Traffic Stop** ____; **On Call** ____;

Other _____

Was the officer previously known to you, Yes () No ()

*** Required information**

(OVER)

Officer/Employee Information

Officer Name or Description _____

2nd Officer (if applicable) _____

I.D.# & Rank (if known) _____ Marked Squad Car, Yes () No ()

Squad Car Number _____ Was the officer in uniform? Yes () No ()

Date/time & location of alleged incident,
_____**** COMPLIMENT (S) / ALLEGATION (S) ****

On **separate sheet(s) of paper**, please provide an account of the **facts** concerning the conduct of the officer(s) involved. Include in your account of the events **as much detail as possible** with descriptions where applicable. Finally, do not forget to **sign the complaint narrative**, it is required by law.

**** WITNESSES ****

Please provide a list of any witnesses to the incident complimented on/complained of, including their name, address, and best telephone number where they can be reached at during regular daytime business hours.

The Duncanville Police Department Internal Affairs Office is dedicated to investigating each compliment/complaint thoroughly. ***For a personal interview with Internal Affairs, it is preferred that an appointment is made in advance.*** Please call Sgt. Chris Freis at (972) 780-4905. ***Regular business hours are M-F. 8:00 a.m. to 5:00 p.m.,*** voice mail is provided at all other times, so please leave a message. You may also contact via e-mail at duncanvilleia@duncanvillepd.com. Every call or e-mail will be returned.

*****Return completed forms to Internal Affairs Office, located at the Duncanville Police Department, or mail the completed form to:***

Duncanville Police Department
ATTN: C. Freis #203
Special Services/Internal Affairs
P.O. Box 380280
Duncanville, TX 75138-0280

investigation, you may appeal to the Office of the Chief of Police located at 203 E. Wheatland Road.

The Duncanville Police Department is vitally interested in taking action where its employees have proved derelict in their duties or are guilty of wrong doing. If it becomes necessary for you to make a complaint, you can be assured that it will be given a fair and thorough investigation.

Similarly, if you have occasion to see a police officer doing outstanding work, tell them about it. Your Duncanville Police Officers are individuals who are dedicated to serving you and our community.

How long will the investigation take?

Investigations of complaints are completed in as short of a time as possible. Additional time is also required for legal and supervisory review after completion of the investigation.

Will there be a final report?

Yes. The Internal Affairs Office or a supervisor will complete a report at the conclusion, of their investigation. The report will consist of:

- **Allegations** - a listing of the alleged violation(s).
- **Findings** - results of the investigation.
- **Conclusion** - analysis of support for findings.
- **Recommendation** - the Internal Affairs Office or the supervisor will make one of the following recommendations for each allegation:

- ♦ **Not Sustained** - the investigation could not prove or disprove the allegation.
- ♦ **Unfounded** - the investigation determined that the alleged incident did not take place.
- ♦ **Exonerated** - the investigation determined that the allegation is accurate, but the incident does not involve policy or law violations
- ♦ **Sustained** - the investigation determined that the allegation is accurate and involves a policy or law violation.

The complaining person will be notified in writing of the results of the investigation upon conclusion.

Who determines discipline?

The Chief of Police has final authority for determining discipline.

The Internal Affairs investigative report does not recommend discipline.

If you have any questions, feel free to contact the **Internal Affairs Office @ (972) 780-4905** at any time. If the investigators are not in the office, leave your name and telephone number and your call will be returned as soon as possible. You may also reach us on the Web at duncanvilleia@duncanvillepd.com. Regular business hours are M-F 8:00 a.m.-5:00 p.m.

The Duncanville Police Internal Affairs Office is located at the Police Department, 203 E. Wheatland Rd., Duncanville, Texas.

How to submit a
Compliment or file a
Complaint with the
Internal Affairs Office
(972) 780-4905



The mission of the
Duncanville PD is to provide
quality law enforcement and
public safety services to our
community focusing on goals,
objectives, values, and
partnerships.

The Compliment/Complaint Process

The Duncanville Police Department is dedicated to providing the best police service possible to all citizens. Police officers are carefully selected and given the best training possible in order to provide this service. However, there may be an occasion to lodge a complaint about the actions of a Police Officer with the Duncanville Police Department. The following information is provided on how to submit a compliment or file a complaint, how it is investigated, and the possible outcome.

How compliments and complaints are filed.

You may submit a compliment or lodge a complaint with any Supervisor of the Police Department, visit the Internal Affairs Office located at 203 E. Wheatland Rd., write a letter addressed to the Internal Affairs Office or take a basic compliment/complaint form, home fill it out and return it to the Internal Affairs Office. Your compliment will be reviewed by the Internal Affairs Office and Police Administration. Complaints will be reviewed in the same manner to determine if an internal investigation is warranted.

Texas State law requires that all complaints against police officers must be in writing and signed by the person making the complaint.

Just as citizens have the right to know what allegations they face before being charged with a crime, officers are afforded the same right.

Complaints must be received within ninety (90) days of the incident complained about except in special cases (such as criminal misconduct or when the person complaining can show good cause).

Complaints will be taken from citizens with first hand knowledge of the incident, e.g., the person in direct contact with the Police Officer or a fact witness to the incident.

Racial Profiling

Citizens who believe that they have been the subjects of "Racial Profiling" due to an unwarranted contact or action by a Police Officer by way of "race or ethnicity" should feel free to file a complaint with the Internal Affairs Office.

False Complaint

Sometimes people make false complaints against police officers. Citizens should be aware that this is a violation of the Texas Penal Code, Section 37.02, Perjury **Sec. 37.02 states, A person commits an offense if, with intent to deceive and with knowledge of the statement's meaning: "he makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath."**

An offense under this section is a Class A misdemeanor.

What happens when a complaint is valid?

When the investigation of a complaint reveals that the charges are true against a police officer,

the Chief of Police may take one of the following actions depending on the nature of the violation.

1. Provide Training
2. Reprimand the employee.
3. Suspend the employee without pay.
4. Demote the employee.
5. Terminate the employee.

What happens when the complaint is not proven or is not true?

Police officers are afforded certain rights, the same as with all citizens, and complaints must be supported by sufficient evidence. If there is not sufficient evidence to sustain the complaint, the officer is notified and continues on duty, if he was removed from duty during the investigation, he will be paid for that period.

Officers may appeal any disciplinary action.

When a citizen is adjudged guilty of a criminal offense, he may appeal the court's decision, just as an officer may appeal the disciplinary action taken against him. The City of Duncanville has established procedures for officers to follow in their appeals, just as the Police Department has established procedures for insuring that complaints by citizens against officers are thoroughly and honestly investigated.

What if you are not satisfied with the decision?

If you are not satisfied with the results of the

Appendix C

Racial Profiling Laws and Corresponding General Orders and Standard Operating Procedures

Texas CCP Article	DUNCANVILLE POLICE DEPARTMENT Regulations Section 5.41
2.132(b)1	Section II Part A
2.132(b)2	Section III
2.132(b)3	Section IV
2.132(b)4	Section IV Part C
2.132(b)5	Section V
2.132(b)6	Section VI
2.132(b)7	Section VI Part B

Racial Profiling Report | Full

Agency Name: DUNCANVILLE POLICE DEPT.
 Reporting Date: 02/05/2021
 TCOLE Agency Number: 113210

Chief Administrator: ROBERT D. BROWN JR

Agency Contact Information:
 Phone: (972) 780-5034
 Email: rdbrown@duncanvillepd.com

Mailing Address:
 P. O. BOX 380280
 203 E. WHEATLAND
 DUNCANVILLE, TX 75116-0280

This Agency filed a full report

DUNCANVILLE POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the DUNCANVILLE POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the DUNCANVILLE POLICE DEPT. if the individual believes that a peace officer employed by the DUNCANVILLE POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the DUNCANVILLE POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the DUNCANVILLE POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The DUNCANVILLE POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133 (c), Code of Criminal Procedure during the reporting period.

Executed by: MARK A. LIVIGNI
Assistant Chief of Police

Date: 02/05/2021

Motor Vehicle Racial Profiling Information

Total stops: 4303

Street address or approximate location of the stop

City street	4224
US highway	52
County road	3
State highway	16
Private property or other	8

Was race or ethnicity known prior to stop?

Yes	146
No	4157

Race / Ethnicity

Alaska Native / American Indian	12
Asian / Pacific Islander	24
Black	2472
White	1067
Hispanic / Latino	728

Gender

Female	1651
Alaska Native / American Indian	3
Asian / Pacific Islander	11
Black	978
White	379
Hispanic / Latino	280
Male	2652
Alaska Native / American Indian	9
Asian / Pacific Islander	13
Black	1494
White	688
Hispanic / Latino	448

Reason for stop?

Violation of law	143
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	96
White	39

Hispanic / Latino	8
Preexisting knowledge	45
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	30
White	9
Hispanic / Latino	6
Moving traffic violation	3412
Alaska Native / American Indian	9
Asian / Pacific Islander	23
Black	1900
White	855
Hispanic / Latino	625
Vehicle traffic violation	703
Alaska Native / American Indian	3
Asian / Pacific Islander	1
Black	446
White	164
Hispanic / Latino	89
Was a search conducted?	
Yes	261
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	178
White	56
Hispanic / Latino	27
No	4042
Alaska Native / American Indian	12
Asian / Pacific Islander	24
Black	2294
White	1011
Hispanic / Latino	701
Reason for Search?	
Consent	28
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	18
White	7

Hispanic / Latino	3
Contraband	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	3
Hispanic / Latino	1
Probable	186
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	135
White	35
Hispanic / Latino	16
Inventory	18
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	7
Hispanic / Latino	3
Incident to arrest	20
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	12
White	4
Hispanic / Latino	4
Was Contraband discovered?	
Yes	73
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	48
White	13
Hispanic / Latino	12
No	4230
Alaska Native / American Indian	12
Asian / Pacific Islander	24
Black	2424
White	1054
Hispanic / Latino	716

For this report (2020) below data was not statutorily required nor was this data available from system. However, it will be in 2021 and system has been adapted to do so.

(total should equal previous column)

Yes	0	No	0
Yes	0	No	0
Yes	0	No	0
Yes	0	No	0
Yes	0	No	0

Description of contraband	
Drugs	57
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	40
White	10
Hispanic / Latino	7
Weapons	20
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	16
White	2
Hispanic / Latino	2
Currency	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	0
Hispanic / Latino	1
Alcohol	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Stolen property	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Other	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Result of the stop	
Verbal warning	2869

Alaska Native / American Indian	9
Asian / Pacific Islander	17
Black	1677
White	762
Hispanic / Latino	404
Written warning	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Citation	1350
Alaska Native / American Indian	3
Asian / Pacific Islander	7
Black	743
White	286
Hispanic / Latino	311
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	0
Hispanic / Latino	1
Arrest	77
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	46
White	19
Hispanic / Latino	12
Arrest based on	
Violation of Penal Code	27
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	12
White	7
Hispanic / Latino	8
Violation of Traffic Law	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	48
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	33
White	11
Hispanic / Latino	4

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	4303
Alaska Native / American Indian	12
Asian / Pacific Islander	24
Black	2472
White	1067
Hispanic / Latino	728

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Submitted electronically to the



The Texas Commission on Law Enforcement



STAFF REPORT

MEETING: City Council - 16 Feb 2021

TITLE:

Receive the Fiscal Year 2021 First Quarter Investment Report as of December 31, 2020.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- Goal: N/A

STAFF RESPONSIBLE:

Richard Summerlin, CPA, CGFO
Finance Director

BACKGROUND/HISTORY:

PFIA (Public Funds Investment Act) recommends quarterly investment reports to be provided to the governing body. This report will cover Fiscal Year 2021 first quarter investment activity and interest earnings. The City of Duncanville Investment Report will cover beginning and ending investment balances and summarize investment activity from October 1, 2020 thru December 31, 2020. All investments must comply with PFIA requirements and guidelines.

POLICY EXPLANATION:

The beginning investment balance at September 30, 2020 was \$60,384,812 with an ending balance at December 31, 2020 of \$67,508,967. The portfolio increased \$7,124,155 overall as property tax payments began ramping up in the month of December. Interest rates declined during the quarter as the economy struggles under the weight of the pandemic. The LOGIC government investment pool declined from 25.7 basis points to 15.4 basis points during the period. As a reminder 100 basis points equates to 1%. Due to longer term investments in CD's prior to the interest rate decline, the average rate earned by the City is significantly higher than the LOGIC pool rates as demonstrated on page 3 of the attached report. The City average rate of return declined from 103 basis points to 70.7 basis points during the period.

All CD's and Money Market investments are fully secured at 102% of principal by pledged collateral, Letters of Credit held by the Federal Home Loan Bank, and FDIC insurance currently at \$250,000 per institution. Overall, Duncanville's investment interest earnings totaled \$119,736.63 for the quarter ended December 31, 2020.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

There is no City Council action required.

ATTACHMENTS:

[Investment Report 1st QTR 2021](#)

INVESTMENT PORTFOLIO SUMMARY

City Of Duncanville, Texas



**For The Quarter Ended
December 31, 2020**



City Of Duncanville
Investment Officers Certification

City Of Duncanville , Texas
Investment Portfolio Summary Activity
For The Quarter Ended
December 31, 2020

This report is prepared in accordance with chapter 2256 of the Texas Public Funds Investment Act ("PFIA").Section 2256.023(a) of the PFIA states that:"Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period" This report is signed by the City Of Duncanville Investment officers and includes the disclosures required by the PFIA.

The investment portfolio complies with the PFIA and the City of Duncanville's approved investment policy and strategy throughout the period. All investment transactions made in the portfolio during this period were in full compliance with the PFIA and approved Investment policy.

Officers Names and Titles:

Richard Summerlin, CPA, CGFO
Finance Director

Tia Pettis, CGFO
Assistant Finance Director

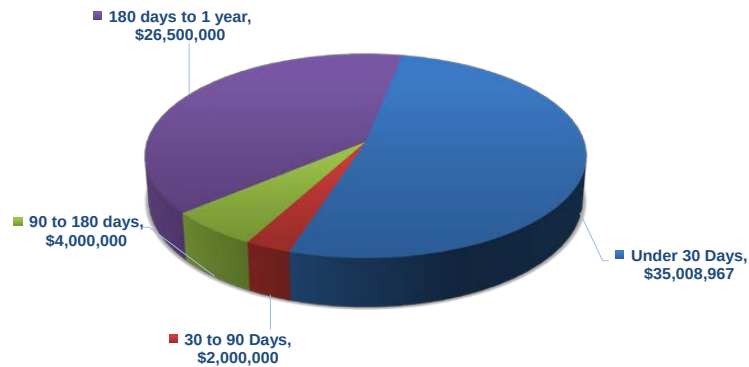


City Of Duncanville
Executive Summary
Investment Portfolio
For the Quarter Ended
December 31, 2020

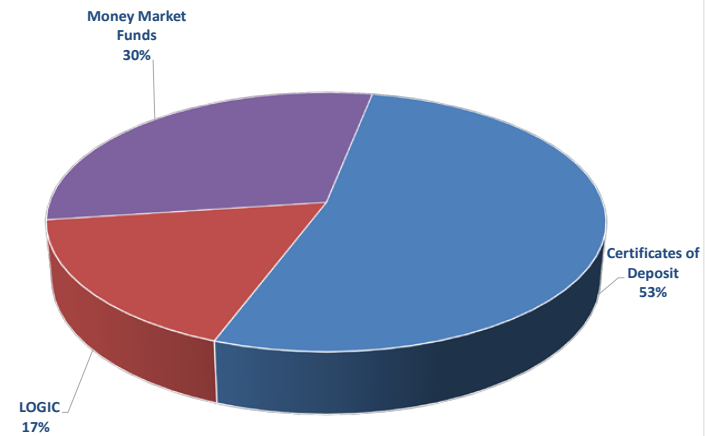
Account Summary

	Book Value		Market Value
Investments at 09/30/2020	\$ 60,384,812		\$ 60,384,812
Investment Purchases	31,424,154		31,424,154
Investment Maturities	24,300,000		24,300,000
Investments at 09/30/2020	\$ 67,508,967		\$ 67,508,967

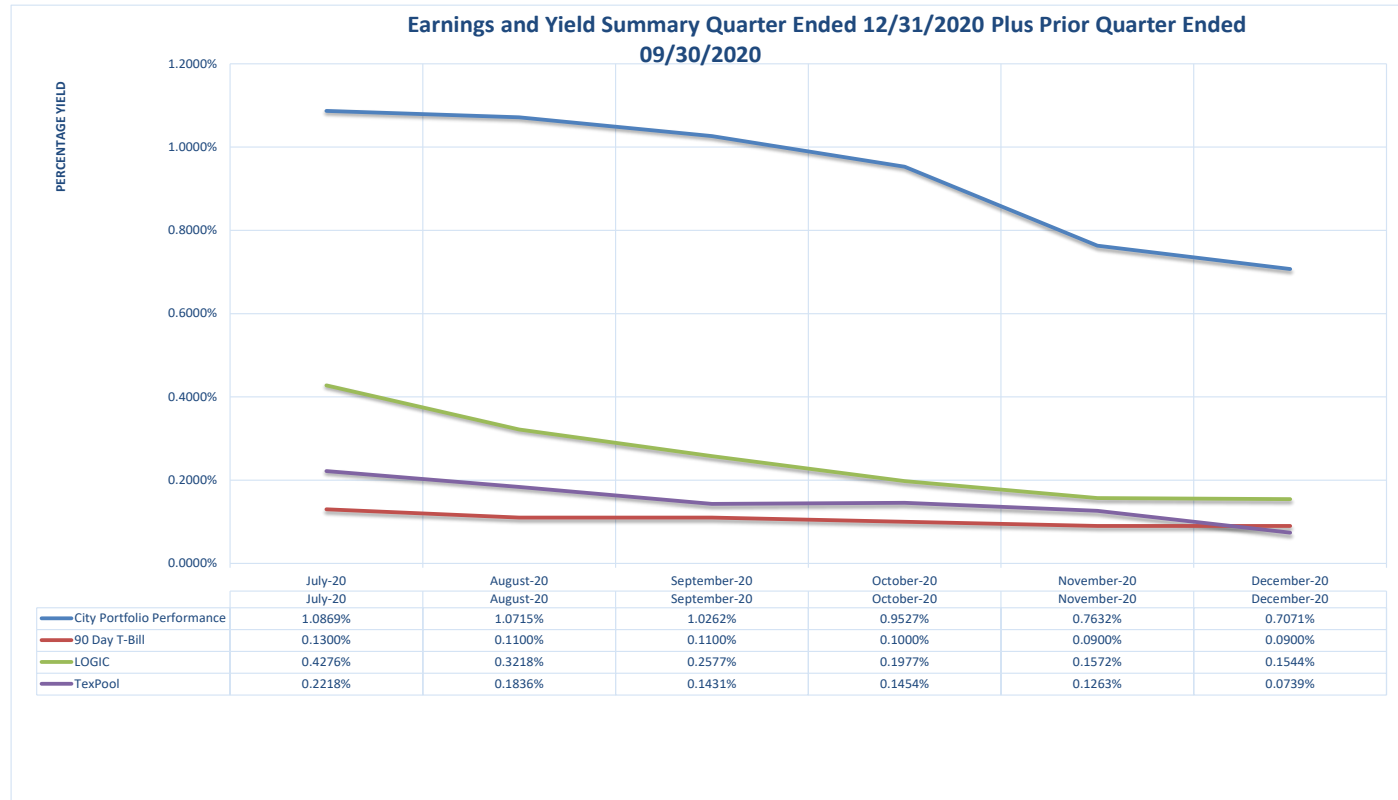
Investments by Maturity



Investments by Type



**City of Duncanville Benchmark Comparison
Yield Summary For The Quarter Ended
December 31, 2020**



City of Duncanville
Investment Portfolio Summary
For Quarter Ending
December 31, 2020

Purchase Date	Maturity Date	CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Gain / (loss)	Current D - T - M
						Price	Yield	Principal			
31-Dec-20	31-Dec-20	Open	LOGIC	\$ 11,611,775.81	0.17%	100.00	0.17%	\$ 11,611,775.81	\$11,611,775.81		0
31-Dec-20	31-Dec-20	Open	Prosperity Bank MM	2,001,503.15	0.25%	100.00	0.25%	2,001,503.15	2,001,503.15		0
31-Dec-20	31-Dec-20	Open	NEX Bank MM	18,390,652.58	0.45%	100.00	0.45%	18,390,652.58	18,390,652.58		0
31-Dec-20	31-Dec-20	Open	TEXPOOL	5,035.03	0.12%	100.00	0.12%	5,035.03	5,035.03		0
15-Jan-20	15-Jan-21	15833	Southside CD	3,000,000.00	1.69%	100.00	1.69%	3,000,000.00	3,000,000.00		15
20-Mar-19	19-Mar-21	8595	Prosperity Bank CD	2,000,000.00	2.75%	100.00	2.75%	2,000,000.00	2,000,000.00		78
02-Apr-20	02-Apr-21	10004	Prosperity Bank CD	4,000,000.00	0.90%	100.00	0.90%	4,000,000.00	4,000,000.00		92
10-Sep-20	10-Sep-21	000029	Prosperity Bank CD	6,500,000.00	0.40%	100.00	0.40%	6,500,000.00	6,500,000.00		253
20-Mar-19	20-Sep-21	8596	Prosperity Bank CD	1,000,000.00	2.80%	100.00	2.80%	1,000,000.00	1,000,000.00		263
30-Dec-20	30-Sep-21	000065	Prosperity Bank CD	3,000,000.00	0.25%	100.00	0.25%	3,000,000.00	3,000,000.00		273
22-Oct-20	22-Oct-21	000048	Prosperity Bank CD	7,000,000.00	0.30%	100.00	0.30%	7,000,000.00	7,000,000.00		295
19-Nov-20	19-Nov-21	000055	Prosperity Bank CD	6,000,000.00	0.30%	100.00	0.30%	6,000,000.00	6,000,000.00		323
23-Sep-20	23-Nov-21	000036	Prosperity Bank CD	3,000,000.00	0.40%	100.00	0.40%	3,000,000.00	3,000,000.00		327
TOTALS				\$ 67,508,966.57				\$ 67,508,966.57	\$ 67,508,966.57		

Distribution by Maturity		
	Par Value	Percent
Under 30 Days	\$ 35,008,967	51.86%
30 to 90 Days	\$ 2,000,000	2.96%
90 to 180 days	\$ 4,000,000	5.93%
180 days to 1 year	\$ 26,500,000	39.25%
1 to 2 years		0.00%
Totals	\$ 67,508,967	100.00%

Distribution by Investment Type		
	Percent	Book Value
U. S. Treasury Bills / Notes /	0.00%	
U. S. Agencies & Instrument	0.00%	
Certificates of Deposit	52.59%	\$ 35,500,000
LOGIC	17.20%	\$ 11,611,776
TEXPOOL	0.01%	\$ 5,035
Money Market Funds	30.21%	\$ 20,392,156
Repurchase Agreements	0.00%	
Totals	100.00%	\$ 67,508,967

MM Money Market Account
CD Certificates of Deposit
UST NOTES U. S. Treasury Notes
UST BILL U. S. Treasury Bills

City of Duncanville
Investment Transaction Detail Report
For Quarter Ending
December 31, 2020

Investment Purchase Transaction Information							
	Fund No.	Transactions					
Date Purchase							Total
Date Maturity							
CUSIP Number		Open	Nexbank	Open	Prosperity	Prosperity	Prosperity
Security Type		LOGIC	Money Market	Texpool	Money Market	CD #000048	CD #000055
Par Value		\$ 15,402,083.48	\$ 20,812.14	\$ 1.45	\$ 1,257.25	\$ 7,000,000.00	\$ 6,000,000.00
Book Value		15,402,083.48	20,812.14	1.45	1,257.25	7,000,000.00	6,000,000.00
Market Value		15,402,083.48	20,812.14	1.45	1,257.25	7,000,000.00	6,000,000.00
General	001	13,400,729.90	7,193.91	1.45	942.94	7,000,000.00	6,000,000.00
Utility	002	2,000,203.32	4,189.51		314.31		
Data Services	006	108.70					
Employee Benefit	007						
Comp. Self Ins.	008	101.41					
Hotel/Motel Tax	010	53.06					
Economic Development	012	207.51					
Grant Fund	013						
Drainage Fees	015	50.84					
Capital Replacement	016	86.88	596.35				
Utility Capital Improvement	017	63.38					
Court Technology	235	49.69					
Solid Waste	019	171.61					
Street	020						
Parks	024						
Capital Improvement	025						
Capital Projects Construction	026	0.20	8,832.37				
Traffic Enforcement Program	031						
Court Security	225	165.62					
Juvenile Case Manager	230	91.36					

Investment Maturities Transaction Information							
	Fund No.	Transactions					
Date Purchase							Total
Date Maturity							
CUSIP Number		Open	Prosperity	Southside	Southside		
Security Type		LOGIC	CD #8594	CD #10629	CD #12311		
Par Value		\$ 10,300,000.00	\$ 3,000,000.00	\$ 5,000,000.00	\$ 6,000,000.00	\$ 24,300,000.00	
Book Value		10,300,000.00	3,000,000.00	5,000,000.00	6,000,000.00	24,300,000.00	
Market Value		10,300,000.00	3,000,000.00	5,000,000.00	6,000,000.00	24,300,000.00	
General	001	7,900,000.00		5,000,000.00	4,000,000.00	16,900,000.00	
Utility	002	1,300,000.00			2,000,000.00	3,300,000.00	
Data Services	006						
Employee Benefit	007						
Comp. Self Ins.	008	200,000.00				200,000.00	
Hotel/Motel Tax	010						
Economic Development	012	500,000.00				500,000.00	
Grant Fund	013						
Drainage Fees	015						
Capital Replacement	016	400,000.00				400,000.00	
Utility Capital Improvement	017						
Court Technology	235						
Solid Waste	019						
Street	020						
Parks	024						
Capital Improvement	025						
Capital Projects Construction	026		3,000,000.00			3,000,000.00	
Traffic Enforcement Program	031						
Court Security	225						
Juvenile Case Manager	230						

City of Duncanville
Schedule of Market Value of Investments
By Maturity Dates and Fund
For Quarter Ending
December 31, 2020

	Fund No.					22-Oct-20	19-Nov-20	30-Dec-20	20-Mar-19	20-Mar-19
Date Purchase						22-Oct-20	19-Nov-20	30-Dec-20	20-Mar-19	20-Mar-19
Date Maturity						22-Oct-21	19-Nov-21	30-Sep-21	21-Dec-20	19-Mar-21
CUSIP Number		Open	Open	Open	Open	CD #000048	CD #000055	CD #000065	CD #8594	CD #8595
Security Type		LOGIC	TexPool	Nexbank MM	Prosperity MM	Prosperity Bank	Prosperity Bank	Prosperity Bank	Prosperity Bank	Prosperity Bank
Par Value		\$ 11,611,775.81	\$ 5,035.03	\$ 18,390,652.58	\$ 2,001,503.15	\$ 7,000,000.00	\$ 6,000,000.00	\$ 3,000,000.00		\$ 2,000,000.00
Beginning Book Value		6,509,692.33	5,033.58	18,369,840.44	2,000,245.90				3,000,000.00	2,000,000.00
Beginning Market Value		6,509,692.33	5,033.58	18,369,840.44	2,000,245.90				3,000,000.00	2,000,000.00
Ending Book Value		11,611,775.81	5,035.03	18,390,652.58	2,001,503.15	7,000,000.00	6,000,000.00	3,000,000.00		2,000,000.00
Ending Market Value		11,611,775.81	5,035.03	18,390,652.58	2,001,503.15	7,000,000.00	6,000,000.00	3,000,000.00		2,000,000.00
General	001	7,137,024.53	5,035.03	6,364,637.67	1,501,127.37	7,000,000.00	6,000,000.00			
Utility	002	2,091,018.99		3,706,566.58	500,375.78					
Debt Services	005	225,296.43								
Comp. Self Ins.	008	210,093.93								
Hotel/Motel Tax	010	109,987.01								
Economic Development	012	430,072.06								
Drainage Fees	015	105,343.35								
Capital Replacement	016	179,998.87		527,596.51						
Utility Capital Improvement	017	131,418.75								
Court Technology	235	103,008.72								
Solid Waste	019	355,662.65								
Capital Projects Construction	026	415.67		7,791,851.82				3,000,000.00		2,000,000.00
Court Security	225	343,166.56								
Juvenile Case Manager	230	189,268.29								

	Fund No.								Total
Date Purchase		20-Mar-19	02-Apr-20	10-Sep-20	23-Sep-20	15-Oct-19	13-Nov-19	15-Jan-20	
Date Maturity		20-Sep-21	02-Apr-21	10-Sep-21	23-Nov-21	15-Oct-20	13-Nov-20	15-Jan-21	
CUSIP Number		CD #8596	CD #10004	CD #000029	CD #000036	CD #10629	CD #12311	CD #15833	
Security Type		Prosperity Bank	Prosperity Bank	Prosperity Bank	Prosperity Bank	Southside	Southside	Southside	
Par Value		\$ 1,000,000.00	\$ 4,000,000.00	\$ 6,500,000.00	\$ 3,000,000.00			\$ 3,000,000.00	\$ 67,508,966.57
Beginning Book Value		1,000,000.00	4,000,000.00	6,500,000.00	3,000,000.00	5,000,000.00	6,000,000.00	3,000,000.00	\$ 60,384,812.25
Beginning Market Value		1,000,000.00	4,000,000.00	6,500,000.00	3,000,000.00	5,000,000.00	6,000,000.00	3,000,000.00	\$ 60,384,812.25
Ending Book Value		1,000,000.00	4,000,000.00	6,500,000.00	3,000,000.00			3,000,000.00	\$ 67,508,966.57
Ending Market Value		1,000,000.00	4,000,000.00	6,500,000.00	3,000,000.00			3,000,000.00	\$ 67,508,966.57
General	001			6,500,000.00	1,500,000.00			2,000,000.00	\$ 38,007,824.60
Utility	002				1,500,000.00			1,000,000.00	\$ 8,797,961.35
Debt Services	005							\$ 225,296.43	\$ 225,296.43
Comp. Self Ins.	008								\$ 210,093.93
Hotel/Motel Tax	010								\$ 109,987.01
Economic Development	012								\$ 430,072.06
Drainage Fees	015								\$ 105,343.35
Capital Replacement	016								\$ 707,595.38
Utility Capital Improvement	017								\$ 131,418.75
Court Technology	235								\$ 103,008.72
Solid Waste	019								\$ 355,662.65
Capital Projects Construction	026	1,000,000.00	4,000,000.00						\$ 17,792,267.49
Court Security	225								\$ 343,166.56
Juvenile Case Manager	230								\$ 189,268.29

**City of Duncanville
Investment Interest Revenue Report
For Quarter Ending
December 31, 2020**

Security Type	General 001	Utility 002	Debt Service 005	Comp. Self - Ins. 008	Hotel / Motel Tax 010	Economic Development 012	Drainage Fees 015	Capital Replacement 016
Pooled Investments								
Logic	\$ 729.90	\$ 203.32	\$ 108.70	\$ 101.41	\$ 53.06	\$ 207.51	\$ 50.84	\$ 86.88
Texpool	1.45							
NEX Bank Money Market	7,193.91	4,189.51						596.35
Prosperity Money Market	942.94	314.31						
Prosperity Bank CD #8594								
Prosperity Bank CD #8595								
Prosperity Bank CD #8596								
Prosperity Bank CD #10004								
Prosperity Bank CD #000029	\$ 6,553.43							
Prosperity Bank CD #000036	\$ 1,512.33	\$ 1,512.33						
Prosperity Bank CD #000048	\$ 4,084.93							
Prosperity Bank CD #000055	\$ 2,120.55							
Prosperity Bank CD #000065								
Southside CD #10629	\$ 4,315.76							
Southside CD #12311	8,552.68	4,276.34						
Southside CD #15833	8,519.46	4,259.72						
Total	\$ 44,527.34	\$ 14,755.53	\$ 108.70	\$ 101.41	\$ 53.06	\$ 207.51	\$ 50.84	\$ 683.23

Security Type	Utility Capital Improvement 017	Solid Waste 019	Capital Projects Construction 026	Court Security 225	Juvenile Case Worker 230	Court Technology 235	Total
Pooled Investments							
Logic	\$ 63.38	\$ 171.61	\$ 0.20	\$ 165.62	\$ 91.36	\$ 49.69	\$ 2,083.48
Texpool							1.45
NEX Bank Money Market			8,832.37				20,812.14
Prosperity Money Market							1,257.25
Prosperity Bank CD #8594			19,859.71				19,859.71
Prosperity Bank CD #8595			13,863.02				13,863.02
Prosperity Bank CD #8596			7,057.53				7,057.53
Prosperity Bank CD #10004			9,073.97				9,073.97
Prosperity Bank CD #000029							6,553.43
Prosperity Bank CD #000036							3,024.66
Prosperity Bank CD #000048							4,084.93
Prosperity Bank CD #000055							2,120.55
Prosperity Bank CD #000065			20.55				20.55
Southside CD #10629							4,315.76
Southside CD #12311							12,829.02
Southside CD #15833							12,779.18
Total	\$63.38	\$171.61	\$58,707.35	\$165.62	\$91.36	\$49.69	\$ 119,736.63