



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

Tuesday, February 21, 2023

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

7:00 P.M. - Regular Session

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

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, February 21, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, February 21, 2023.
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, February 21, 2023
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

- | | | |
|----|--|--------|
| A. | 2023 City Council Calendar
2023 City Council Calendar | 5 - 10 |
|----|--|--------|

3. BRIEFINGS / PRESENTATIONS

- | | | |
|----|--|---------|
| A. | OurDuncanville update.
OurDuncanville Update | 11 - 12 |
| B. | Update to the City Council on FEMA Emergency Generator Grant for Summit Pump Station
Briefing: Update on FEMA Emergency Generator Grant for Summit Pump Station | 13 - 15 |
| C. | Briefing Item - Ladd Property Update to City Council
Briefing Item - Ladd Property Update to City Council | 16 - 19 |
| D. | Discussion of the City's Livestock Ordinance.
Discussion - Livestock Permit | 20 - 21 |

EXECUTIVE SESSION

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

CALL TO ORDER

INVOCATION - Crossroads of Life Church, Pastor Jorge Guerrero

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

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

2. PROCLAMATIONS AND PRESENTATIONS

Presentations Honoring Two Champions of the City:

Ms. Linda Lydia

Mr. Kenneth Govan

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

- | | | |
|----|---|---------|
| A. | Consider a resolution authorizing an amended and restated audit engagement agreement with McConnell & Jones, LLP.
Resolution to extend engagement of McConnell & Jones, LLP. | 22 - 44 |
| B. | Consider a resolution finding a bonafide emergency and authorizing a contract for emergency sewer bypass services for the aerial sewer pipeline crossing at Ten Mile Creek adjacent to Harrington Park in an amount not to exceed \$210,000.00.
Authorization of a Contract for Emergency Sewer Bypass Services for the Aerial Sewer Pipeline Crossing at Ten Mile Creek Adjacent to Harrington Park | 45 - 58 |

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- | | | |
|----|---|---------|
| A. | Take any necessary action as a result of the Executive Session. | |
| B. | Consider an Ordinance creating Classified Positions under Civil Service in the Police and Fire Departments, providing for a Pay Scale under Civil Service; repealing all Ordinances in conflict herewith.
Civil Service Pay and Classification Ordinance | 59 - 64 |

6. STAFF AND BOARD REPORTS

- | | | |
|----|---|----------|
| A. | Receive Police Department 2022 Racial Profiling Report.
Racial Profiling Report 2022 | 65 - 109 |
| B. | Receive the Police Department's Quarterly Report. | 110 |

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted by the following date and time: **Friday, February 17, 2023 by 6:30 P.M.** and remained posted for at least two hours after said meeting was convened.



Janie Willman, City Secretary

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

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



STAFF REPORT

MEETING: City Council - 21 Feb 2023

TITLE:

2023 City Council Calendar

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Janie Willman, City Secretary

Ke'Ryne Smith, City Management Fellow

BACKGROUND/HISTORY:

The City Council normally receives an annual calendar to inform its schedule of events, conferences, and City Council Meetings.

Also, a quarterly version of the calendar has been provided to grant City Council the opportunity to closely examine the content and provide their insight in a timely manner.

POLICY EXPLANATION:

City Council will consider the calendar for 2023 and may provide input to staff for planning purposes.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Discuss the 2023 calendar.
2. Recommend changes to the calendar.
3. Other actions as directed by Council.

ATTACHMENTS:

[2023 City Council Calendar](#)

[2023 City Council Calendar. Quarterly Update 1](#)

2023

IMPORTANT DATES

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	*18	*19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	*17	18
19	20	21	22	23	24	25
26	27	28				

JANUARY 18

First Filing Date for Election Ballot

JANUARY 19

Celebrate Duncanville Event

FEBRUARY 17

Last Legal Filing Date for Election Ballot

MARCH 24 - 28

National League of Cities Congressional City Conference (NLC)

APRIL 24

First Day of Early Voting

MAY 2

Last Day of Early Voting

MAY 6

Election Day

MAY 21 - 23

International Council of Shopping Centers Conference (ICSC)

JULY 4

Requires Further Action: Determine a New Council Meeting Date

AUGUST 1

Submission of New Proposed Budget to Council

SEPTEMBER 30

End of Fiscal Year (FY23)

OCTOBER 1

Start of new Fiscal Year (FY24)

OCTOBER 4 - 6

Texas Municipal League Annual Conference and Exhibition (TML)

****ALL DATES ARE SUBJECT TO CHANGE ****

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	*24	25	26	27	28	29
30						

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	*2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	*4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
		*1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	*30

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
*1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	*23	24	25
26	27	28	29	30		

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Color Key:
City Holidays
Election Day
Coffee with the Mayor
City Council Meetings
Conferences
Symbol Key:
*Important Event/Occurrence



February 2023

February 2023							March 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	5	6	7	1	2	3	4
12	13	14	8	9	10	11	12	13	14	15	16	17	18
19	20	21	15	16	17	18	19	20	21	22	23	24	25
26	27	28	22	23	24	25	26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 29	30	31	Feb 1	2	3	4
5	6	7 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	8	9	10	11
12	13	14	15	16	17 8:00am Last Legal Filing Date for Election Ballot (Duncanville City Hall (203 E Wheatland Rd, Duncanville, TX	18 6:00pm Daddy Daughter Dance
19	20	21 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	22	23 12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)	24	25
26	27	28	Mar 1	2	3	4

March 2023

March 2023							April 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22
			29	30	31		30						29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 26	27	28	Mar 1	2	3	4
5	6	7 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	8	9	10	11
12	13	14	15	16	17	18
19	20	21 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	22	23 12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)	24 National League of Cities Congressional City Conference (Wasl	25 11:00am Princess Tea Party
26 National League of Cities Congressional City Conference (Washington D.C.)	27	28	29	30	31	Apr 1

April 2023

April 2023							May 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	7	1	2	3	4	5	6
9	10	11	12	13	14	15	14	8	9	10	11	12	13
16	17	18	19	20	21	22	21	15	16	17	18	19	20
23	24	25	26	27	28	29	28	22	23	24	25	26	27
30								29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 26	27	28	29	30	31	Apr 1
2	3	4 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	5	6	7 City Holiday	8 11:00am Easter Eggstravaganza
9	10	11	12	13	14	15 8:00pm Movies in the Park (Armstrong Park (200 James Collins Blvd, Duncanville, TX
16	17	18 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	19	20	21	22
23	24 First day of Early Voting	25	26	27 12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)	28	29 7:00pm Concert in the Park (Armstrong Park (200 James Collins Blvd, Duncanville, TX
30	May 1	2	3	4	5	6



STAFF REPORT

MEETING: City Council - 21 Feb 2023

TITLE:

OurDuncanville update.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - ◻ **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - ◻ **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

David Kees, Assistant to the City Manager

BACKGROUND/HISTORY:

In November 2021, the City purchased SeeClickFix, an online reporting software, from CivicPlus. SeeClickFix allowed the City to provide a better online reporting service for our citizens. The service went live as OurDuncanville in November 2022.

POLICY EXPLANATION:

OurDuncanville is a way for citizens to report concerns online, receive updates on items they have reported, and engage with City staff about their concerns.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Provide feedback on OurDuncanville as an online reporting tool.
2. Recommend additional ways to utilize OurDuncanville.
3. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 21 Feb 2023

TITLE:

Briefing: To allow the City Manager to Update the City Council on FEMA Emergency Generator Grant for Summit Pump Station

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Sam Rohde, Fire Chief

Jacqueline Culton, Director of Public Works

Matt Bryant, Utilities Superintendent

Lauren Sanchez, Regional Emergency Management Operations Coordinator

BACKGROUND/HISTORY:

In 2018, City staff identified the need for an emergency generator to support water operations at the Summit Pump Station, a critical water infrastructure, and to comply with the Texas Commission on Environmental Quality (TCEQ) rules. At that time, City staff discussed the feasibility of obtaining grant funds for the project and applying for a hazard mitigation grant.

On May 15, 2018, via Resolution 2018-051, the City Council authorized the submission of an application for a grant from the Texas Division of Emergency Management Hazard Mitigation Grant Program through the Federal Emergency Management Agency in cooperation with the U.S. Department of Homeland Security, to provide funding for the installation of an emergency generator for the Summit Water Tank Pump Station.

The grant application total was \$200,000, requesting a Federal share of \$150,000, or 75%, with the City of Duncanville contributing a 25% cash match in the amount of \$50,000. The resolution authorized the City Manager, as the authorized official, to execute all documents, which includes the power to apply for, accept, reject, alter, or terminate the grant.

On March 3, 2020, the City resubmitted the same Summit Pump Station project under the Texas Division of Emergency Management Hazard Mitigation Grant Program. Council considered and approved Resolution 2020-020 which mirrors Resolution 2018-051 detailed above.

The Public Works Department planned to proceed with the design and construction of the much-needed generator for the Summit Pump Station with or without grant funding. The Department allocated funds in the Utility Capital Improvement Program fund to fully fund the project. On May 18, 2021, the Duncanville City Council awarded a contract to Dunaway Associates for the engineering design of a generator for the Summit Pump Station. In 2022, Dunaway Associates estimated the project's construction cost at \$564,385. The project cost increased from the 2018 estimate of \$200,000 due to the engineer's estimate of the project scope, material, and labor cost.

On December 6, 2022, the Texas Division of Emergency Management awarded the City a grant in the amount of \$199,120 for the submitted Summit Pump Station Generator Project. The grant requires a 25% match by the City which amounts to \$49,780. Therefore, the grant agency will reimburse the City in the amount of \$149,340 for the Summit Pump generator. The City intends to accept the grant award but is only guaranteed project cost reimbursement under the originally submitted \$200,000 total and scope of work. The acceptance of the funds will offset the new total cost of the project. Upon acceptance of the award by the City Manager, as approved in past resolutions, the City will be able to begin project work.

POLICY EXPLANATION:

The City co-owns the Summit Water Tank with the City of Cedar Hill. However, each City owns and operates its own Summit Pump Station to provide water to their respective cities. The City of Cedar Hill has an emergency generator in their pump station. This grant will provide the City of Duncanville pump station with an emergency generator in accordance with the TCEQ rules and regulations. A generator for the Summit Water Tank Pump Station, which provides 28% of our City's water, is critical for emergency operations for the City. If power is lost for any length of time, drinking water and firefighting capabilities for residential, commercial, industry, schools, public facilities, and businesses are affected. Currently, if this should happen, water is pumped from the Daniel Dale Road or North Main Street Water Tanks to fill the Clark Road Water Tower to provide water to these areas until power is restored. During February 2021 Winter Storm Uri, Summit Pump Station lost power, and water could not be pumped to the public. Due to this, the City was very close to reaching critical water conditions and issuing a Boil Water Notice. With a permanent, non-interruptible power source, the Summit Tank Pump Station will continue to supply water to the public even during electric power interruptions.

Upon acceptance of the grant, a budget revision to revenues of the Water/Sewer Utility CIP Fund will be needed to record the funding source for the City. This source was unavailable in the original FY 2023 budget adoption.

FUNDING SOURCE:

ORG and Object Number

017100000-508201-GRGEN (Acceptance of Grant Funding for Generator)

Available Budget

\$0

Purchase Amount

\$149,340.00 (Revenues)

After Encumber

\$149,340.00

ACTION ALTERNATIVES:

1. Discuss the Emergency Generator Grant for Summit Pump Station.
2. Make recommendations regarding the emergency generator.
3. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 21 Feb 2023

TITLE:

Briefing Item - Ladd Property Update to City Council

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
 - ◻ **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
 - ◻ **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Agustin Garcia, Managing Director of Development Services
Jeremy Tennant, Director of Planning and Neighborhood Services
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:

On December 20, 2022, the Planning staff provided the City Council with a draft timeline of the steps necessary to enact a zoning change and comprehensive plan amendment for the Ladd Property. The City Council requested monthly updates on the process. g

Step 1	Conduct public meetings and meet with Municipal Boards and Commissions	January and February 2023
Step 2	Process public input pertaining to Opportunity Area 8 and implement strategy reflected in Five-year Comprehensive Plan Update	End of March/Beginning of April 2023

- | | | |
|--------|--|--------------------------------------|
| Step 3 | Initiate zoning change request and text amendment | End of March/Beginning of April 2023 |
| Step 4 | An application for a zoning change and a text amendment will be filed with city staff, per the direction of the City Manager | End of March/Beginning of April 2023 |
| Step 5 | City staff will prepare a case report, send notification to property owners within 200 ft. of the subject property, notice by newspaper, and place the zoning change request on the next Planning and Zoning Commission regular meeting and define land use category for the zoning text amendment | End of April/Beginning of May 2023 |
| Step 6 | The Planning and Zoning Commission will consider the zoning change request and text amendment, and make a recommendation to City Council | June 2023 |
| Step 7 | City Council will consider the zoning change request and text amendment | July 2023 |

POLICY EXPLANATION:

Council will use the information gathered by staff and recommended by the Planning and Zoning Commission, Keep Duncanville Beautiful, Economic Development Corporation and Neighborhood Vitality Commission to determine the appropriate land use designation for the Ladd Property.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

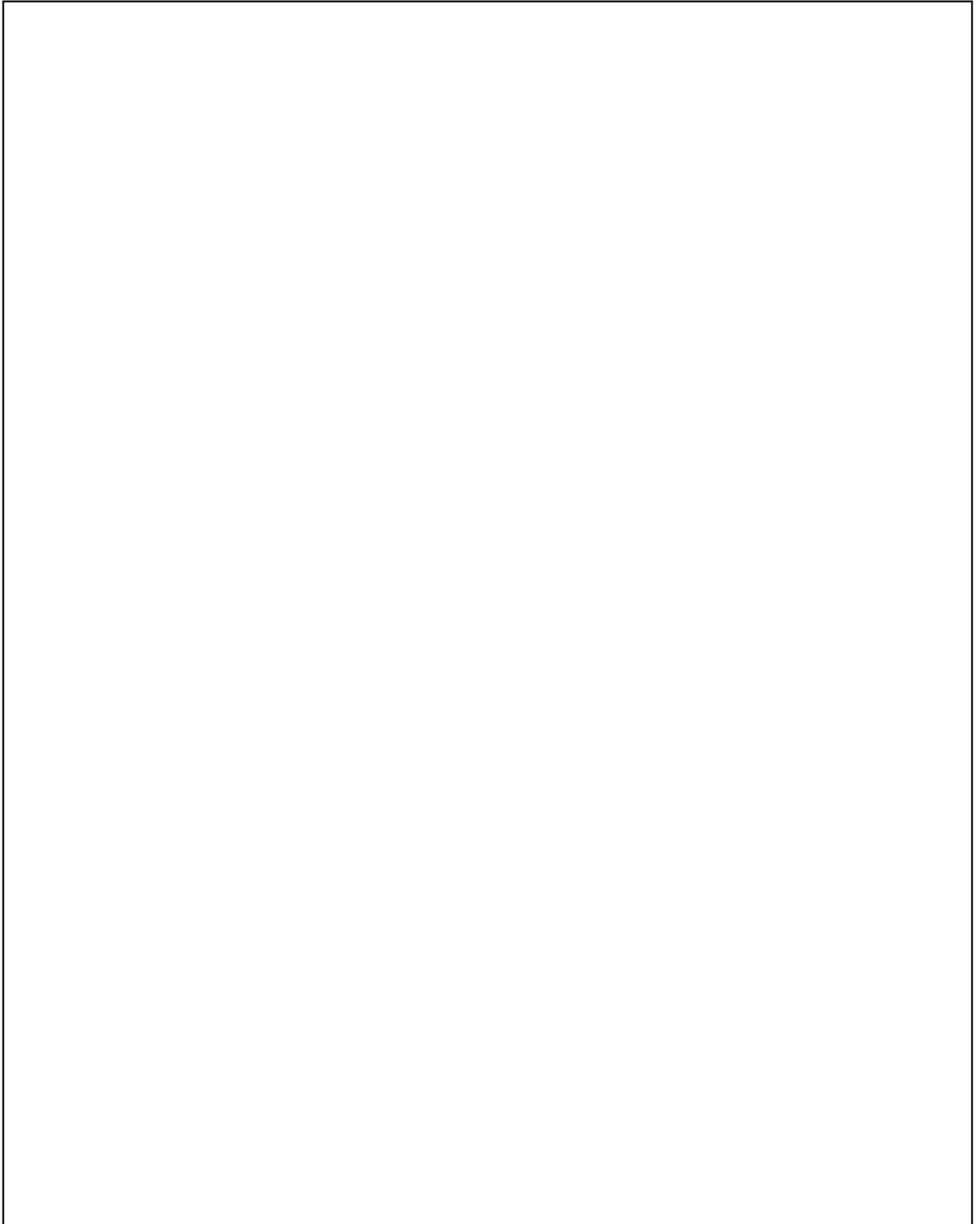
\$0.00

ACTION ALTERNATIVES:

1. Provide feedback on the timeline and process.
2. Make recommendations on changes to the timeline and process.
3. Other actions as directed by Council.

ATTACHMENTS:

[2-21-2023 Ladd Property Update](#)





STAFF REPORT

MEETING: City Council - 21 Feb 2023

TITLE:

Discussion of the City's Livestock Ordinance.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Matthew Stogner, Assistant Chief of Police

Kristin Downs, Chief Operations Officer

Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:

Following the appeal of a decision made by the Local Health Authority, i.e., the Chief of Police, regarding the issuance of a livestock permit, which was heard during the February 7, 2023, City Council meeting, staff wanted to receive feedback from Council about potential changes to the livestock ordinance. Staff will take Council's recommendations and bring back any proposed revisions for the Council's consideration at a future meeting.

POLICY EXPLANATION:

Article II. Animal Control (Attachment 2) is defined under the City's Codes of Ordinances; any changes or updates are to be approved by City Council.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Provide feedback on the current livestock ordinance.
2. Recommend changes to the livestock ordinance.
3. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 21 Feb 2023

TITLE:

Consider a resolution to authorize a one-year extension of the engagement for professional auditing services with McConnell & Jones, LLP

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Edena J. Atmore, Managing Director, Fiscal Services

BACKGROUND/HISTORY:

In August 2019, the City Council approved a resolution for a three-year audit engagement proposal with McConnell & Jones, LLP, for \$126,000, which included only external auditing services for \$42,000 annually for fiscal years (FYs) 2019, 2020, and 2021 audits. The resolution did not have dollars for single-audit services or financial statement preparation assistance. The Request for Proposal by McConnell & Jones, LLP, did include pricing for additional services such as single-audit compliance auditing.

The City has expended approximately \$153,750 for FY 2019, 2020, and 2021 audits, which included single audit compliance for FY 2020; and both single-audit and financial statement preparation assistance for FY 2021. Staff desires to retain the auditing services of McConnell & Jones, LLP, for the FY 2022 external audit, single-audit, and financial statement preparation services.

POLICY EXPLANATION:

Section 2.18 of the Home Rule Charter requires an annual independent audit. The term “independent auditor” refers to a certified public accountant or firm that examines the financial records and transactions of an organization with which they are not affiliated. The amended agreement will increase the contract amount by \$93,250 to cover expenditures of the FY 2021 & 2022 annual audits and financial statement preparation assistance.

The resolution consideration will authorize the City to engage McConnell & Jones, LLP to conduct the FY 2022 audit and revise the FY 2022 budgeted amount with an increase of \$17,125 to cover the cost of the single audit and financial statement preparation assistance. See the attached Exhibit C for a breakdown of the auditing services fees per fiscal year.

FUNDING SOURCE:

ORG and Object Number

01088000-708103

Available Budget

\$48,375.00

Purchase Amount

\$65,500.00

After Encumber

(\$17,125.00)

ACTION ALTERNATIVES:

1. Approve the resolution to extend the engagement with McConnell & Jones, LLP for the FY 2022 audit for \$93,250 and increase the FY 2023 budget amount for audit services and financial statement preparation in the amount of \$17,125.
2. Do not approve the resolution to extend the engagement with McConnell & Jones, LLP for the FY 2022 audit.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-014 - Brief Description: Authorizing an Amnded and Restated Audit Engagement Agreement with McConnell & Jones, LLP](#)

[Exhibit A Final Duncanville Engagement Letter 2022 MJ executed](#)

[Exibit B Final Duncanville Governance Letter 2022 executed](#)

[Exhbit C Audit Engagement Cost Matrix](#)

RESOLUTION NO. 2023-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDED AND RESTATED AUDIT ENGAGEMENT AGREEMENT WITH MCCONNELL & JONES, LLP TO EXTEND THE AGREEMENT AND REVISED FEE FOR COMPREHENSIVE AUDIT FINANCIAL REPORT FOR THE FISCAL YEAR 2022 AUDIT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville ("City") requires an annual independent audit; and,

WHEREAS, the City made an agreement with McConnell & Jones, LLP for external auditing services and the City desires to extend the agreement for the FY2022 audit; and,

WHEREAS, the City of Duncanville City Council is of the opinion and finds that the terms and conditions thereof should be approved.

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 amended and restated Audit Engagement Agreement with McConnell & Jones, LLP to extend the agreement and revised fee for Comprehensive Audit Financial Report for the Fiscal Year 2022 Audit, attached hereto and incorporated herein as Exhibit "A"; and, authorizes the City Manager to execute the same for purposes recited herein.

SECTION 2. That this Amended and Restated Audit Agreement supersedes all prior agreements.

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 21st day of February, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



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Exhibit A

January 23, 2023

To the Honorable Mayor and City of Council
City of Duncanville, Texas

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Duncanville, Texas (the City), as of September 30, 2022 and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. As a part of our engagement, we will audit the City's internal control over financial reporting ("integrated audit"). In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and about whether effective internal control over financial reporting was maintained in all material respects and to issue an auditor's report that includes our opinions. Internal control over financial reporting is not effective if a material weakness exists. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit of financial statements or an audit of internal control over financial reporting conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement or a material weakness when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered to be material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an

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Phone: 214.758.0011

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appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management Discussion and Analysis;
- 2) Schedule of Changes in Net Pension Liability (Asset) and Related Ratios;
- 3) Schedule of Contributions;
- 4) Schedule of Changes in Total OPEB Liability and Related Ratios; and
- 5) Notes to the Required Supplementary Information.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining and Individual Nonmajor Fund Statements and Schedules;
- 2) Individual Fund Schedules; and
- 3) Schedule of Expenditures of Federal Awards.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Introductory Section of the Comprehensive Annual Financial Report; and
- 2) Statistical Section of the Comprehensive Annual Financial Report.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United



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States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements and Internal Control over Financial Reporting

We will conduct our audit in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of an audit of financial statements in accordance with GAAS, *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we



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will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements and its internal control over financial reporting. Our report will be addressed to the City of Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements or internal control are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.



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Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements



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applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of effective internal control over financial reporting relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- d. For maintaining records that adequately identify the source and application of funds for federally funded activities;
- e. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- f. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- g. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- h. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
- i. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- j. For taking prompt action when instances of noncompliance are identified;
- k. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and



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taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;

- l. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- m. For submitting the reporting package and data collection form to the appropriate parties;
- n. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- o. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and to management's assessment of internal control over financial reporting, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- p. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- q. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- r. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- s. For the accuracy and completeness of all information provided;
- t. For the evaluation of the effectiveness of the entity's internal control over financial reporting using suitable and available criteria;
- u. For providing us with management's written assessment about the effectiveness of the entity's internal control over financial reporting;



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- v. For supporting management's assessment about the effectiveness of the entity's internal control over financial reporting with sufficient evaluations and documentation (e.g., policy or accounting manuals, narrative memoranda, flowcharts, decision tables, procedural write-ups, or completed questionnaires);
- w. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- x. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With respect to the assistance in the preparation of the financial statements, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.



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Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, investments, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Audit Phase	Audit Timelines	
	From	To
Preliminary Phase	01/30/2023	02/03/2023
Planning Phase	01/30/2023	02/03/2023
Fieldwork Phase	02/06/2023	02/24/2023
Wrap-Up Phase	02/27/2023	03/08/2023
Reporting Phase	02/27/2023	03/08/2023

Mr. Marlon Williams, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising McConnell & Jones LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$50,500. Additionally, we estimate an additional \$15,000 fees for assistance in the preparation of the financial statements. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.



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Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of McConnell & Jones LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McConnell & Jones LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City of Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;



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- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

RESPONSE:

This letter correctly sets forth the understanding of the City of Duncanville, Texas.

Management signature: _____

Print name: _____

Title: _____

Date: _____

Governance signature: _____

Print name: _____

Title: _____

Date: _____



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TERMS AND CONDITIONS ADDENDUM

This addendum to the engagement letter with City of Duncanville (City) describes our standard terms and conditions (Terms and Conditions) related to our provision of services to you. This addendum, and the accompanying engagement letter, comprise your agreement with McConnell & Jones LLP (Agreement). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to “Firm,” “we,” “us,” or “our” is a reference to McConnell & Jones LLP, and any reference to “you,” or “your” is a reference to the party or parties that have engaged us to provide services. References to Agreement mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fee as work progresses. Payment is due upon receipt. You have thirty (30) days from the invoice date to review the invoice and to communicate to us in writing any disagreement with the charges, after which you waive the right to contest the invoice.

In accordance with our firm policies, the Firm reserves the right to suspend or terminate our work if City’s account becomes 30 days overdue and will not be resumed until City’s account is paid in full. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent payment, we shall not be liable for any damages you may incur as a result of the work stoppage. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our audit report. City will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Indemnification and Litigation

You agree to indemnify and hold us harmless for any and all liability and all reasonable costs that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of your management.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.



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If any dispute, controversy, or claim arises, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association (AAA) or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

If any dispute, controversy, or claim cannot be resolved by mediation, then the dispute, controversy, or claim will be settled by arbitration in accordance with the AAA for the Resolution of Accounting Firm Disputes. No prehearing discovery will be permitted unless specifically authorized by the arbitration panel. The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including (1) the fees and expenses of the AAA and the arbitrators and (2) the costs, necessary to confirm the award in court, will be borne entirely by the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Portals

To enhance our services to you, we will utilize Citrix ShareFile® (the Portal), a collaborative, virtual workspace in a protected, online environment. The Portal permits real-time collaboration across geographic boundaries and time zones and allows the Firm and you to share data and engagement information in a protected environment. You agree that we have no responsibility for the activities of the Portal and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of Portal.

The Portal is utilized solely as a method of transferring data and is not intended for the storage of your information.



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If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Records Management

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

State, federal, and other regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Marketing

By signing this engagement letter, you are also agreeing to occasionally receive information from the firm concerning educational events, industry updates, or other information about our people and our services in printed or email form. You will always have the option to no longer receive these communications either by opting out of the email distribution, or by sending us an email indicating a change in preference.

Entire Agreement

The engagement letter, including this Terms and Conditions Addendum and any other attachments, encompass the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties. This Agreement has been entered into solely between City and McConnell & Jones LLP, and no third-party beneficiaries are created hereby.

Your Vision Our Focus



Report on the Firm's System of Quality Control

June 18, 2021

To the Partners of
McConnell & Jones, LLP
 and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of **McConnell & Jones, LLP** (the Firm), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Turner, Stone & Company, L.L.P.
 Accountants and Consultants
 12700 Park Central Drive, Suite 1400
 Dallas, Texas 75251
 Telephone: 972-239-1660 / Facsimile: 972-239-1665
 Toll Free: 877-853-4195
 Web site: turnerstone.com



Opinion

In our opinion, the system of quality control for the accounting and auditing practice of **McConnell & Jones, LLP**, applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. **McConnell & Jones, LLP** has received a peer review rating of *pass*.

Turner, Stone & Company, L.L.P.

- Turner, Stone & Company, L.L.P.



**McConnell
Jones**

Exhibit B

January 23, 2023

To the Honorable Mayor and City of Council
City of Duncanville, Texas

This letter is provided in connection with our engagement to audit the financial statements, to audit the financial statements and internal control over financial reporting (“integrated audit”), and to audit compliance over major federal award programs of the City of Duncanville, Texas (the “City”) as of and for the year ended September 30, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the integrated audit, the compliance audit, and the planned scope and timing of our audits.

As stated in our engagement letter dated January 23, 2023, we are responsible for conducting our audits in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on both the financial statements and the effectiveness of internal control over financial reporting, and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our responsibility as it relates to combining individual nonmajor fund statements and schedules, individual fund schedules and schedule of expenditures of federal awards, is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether the information is fairly stated in all material respects in relation to the financial statements as a whole.

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity’s major programs.

14200 Midway Rd.
Suite 118
Dallas, TX 75244
Phone: 214.758.0011

WWW.MCCONNELLJONES.COM

Diverse Thinking | Unique Perspectives



**McConnell
Jones**

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

The timing of our audit will be scheduled for performance and completion as follows:

Audit Phase	Audit Timelines	
	From	To
Preliminary Phase	01/30/2023	02/03/2023
Planning Phase	01/30/2023	02/03/2023
Fieldwork Phase	02/06/2023	02/24/2023
Wrap-Up Phase	02/27/2023	03/08/2023
Reporting Phase	02/27/2023	03/08/2023

This information is intended solely for the information and use of the City of Council and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

McConnell & Jones

Exhibit C
AUDITOR EXPENDITURES

AUDIT YEAR	PER APPROVED RESOLUTION- 2019	AMOUNT BILLED & PAID	NOTES
FY 2019	\$42,000	\$42,000	No Single Audit Required
FY 2020	\$42,000	\$48,375	Included Required Single Audit
FY 2021	\$42,000	\$63,375	Included Single Audit & Financial Statement Prep
TOTAL-3-YEARS	\$126,000	\$153,750	

FY 2022 PROPOSED ENGAGEMENT EXPENDITURES		
Regular Audit	\$42,000	
Single Audit	\$8,500	
Financial Statement Prep & Training	\$15,000	
FY 2022 TOTAL	\$65,500	Per McConnell & Jones Engagement Letter

RECOMMENDED AGREEMENT
EXTENSION AMOUNT \$93,250

FY2023 Available Budget	Purchase Amount	Remaining Encumbrance
\$48,375	\$65,500	-\$17,125



STAFF REPORT

MEETING: City Council - 21 Feb 2023

TITLE:

Consider a Resolution finding a bonafide emergency and authorizing a contract for emergency sewer bypass services for the aerial sewer pipeline crossing at Ten Mile Creek adjacent to Harrington Park in an amount not to exceed \$210,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jacqueline R. Culton, PE, MBA, Director of Public Works (Interim)
Matt Bryant, Utilities Superintendent

BACKGROUND/HISTORY:

Due to recent intense rainfall, on January 16, 2023, the City's existing aerial 10" sanitary sewer pipeline, which crosses over Ten Mile Creek near Harrington Park, was found to have collapsed and released sewage into the creek. This is not permitted by TCEQ and is considered a sanitary sewer overflow and illicit wastewater discharge. The City retained the services of Barco Pump, which specializes in emergency turnkey sewer bypasses, to divert the sewage flow back into the City's sanitary sewer system. Barco Pump will continue to provide emergency bypass services until the pipeline is replaced. The cost to replace the sanitary sewer pipeline crossing is estimated to be approximately \$300,000 to \$500,000, and could take between six and nine months to construct. A future agenda item will be brought to Council for the design and construction of the aerial sewer pipeline replacement.

POLICY EXPLANATION:

The Texas Local Government Code establishes procurement rules for municipalities regarding competitive bidding; however, under Section 252.022, there are several exceptions:

- Paragraph (1), there is an exception to the competitive bidding procurement rules when a procurement is made because of "a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's resident or to preserve the property of the municipality."

- Paragraph (2), there is an exception to the competitive bidding procurement rules when procurement is "necessary to preserve or protect the public health or safety of the municipality's residents."
- Paragraph (3), there is an exception to the competitive bidding procurement rules when procurement is "necessary because of unforeseen damage to public machinery, equipment, or other property."

FUNDING SOURCE:

ORG and Object Number

02312000-700227, 02312000-700450, and 02312000-708103

Available Budget

\$411,241.70

Purchase Amount

\$210,000.00

After Encumber

\$201,241.70

ACTION ALTERNATIVES:

1. Authorize a contract for emergency sewer bypass services for the aerial sewer crossing at Ten Mile Creek adjacent to Harrington Park in an amount not to exceed \$210,000.00.
2. Disapprove a contract for emergency sewer bypass services for the aerial sewer crossing at Ten Mile Creek adjacent to Harrington Park in an amount not to exceed \$210,000.00.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2023-013 - Authorization of a Contract for Emergency Sewer Bypass Services for the Aerial Sewer Pipeline Crossing at Ten Mile Creek A - Pdf](#)

RESOLUTION NO. 2023-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, FINDING A BONAFIDE EMERGENCY AND AUTHORIZING A CONTRACT FOR EMERGENCY SEWER BYPASS SERVICES FOR THE AERIAL SEWER PIPELINE CROSSING AT TEN MILE CREEK ADJACENT TO HARRINGTON PARK, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," IN AN AMOUNT NOT TO EXCEED \$210,000.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 16, 2023, the aerial sewer pipeline crossing at Ten Mile Creek adjacent to Harrington Park was found to have collapsed and released sewage into the creek; and

WHEREAS, outside emergency services were required to stop the sewage flow into Ten Mile Creek as the City is not equipped due to limited resources and manpower; and

WHEREAS, the City of Duncanville retained the services of Barco Pump which specializes in emergency turnkey sewer bypasses; and

WHEREAS, sewer bypass operating expenses will exceed \$50,000.00, and thus additional purchases through this contract require approval by the City Council.

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

SECTION 1. The City Council of the City of Duncanville hereby finds a bona fide emergency is present and authorizes a contract for emergency sewer bypass services for the aerial sewer pipeline crossing at Ten Mile Creek adjacent to Harrington Park, attached hereto and incorporated herein as Exhibit "A," in an amount not to exceed \$210,000.00.

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

SECTION 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 21st day of February, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

2121 S. Cockrell Hill 8" Emergency Bypass

City of Duncanville, TX

Bypass Pumping Proposal

**BARCO PUMP
TURNKEY SOLUTIONS**

940 Hensley Ln, Wylie, TX 75424

BARCO PUMP

January 16, 2023

Barco Pump Turnkey Solutions

940 Hensley Ln, Wylie, TX 75424

Re: 8" Line Bypass

Barco Pump is pleased to offer the following quote for your bypass pumping project. We are basing our proposal on the customer information provided. In this proposal we have provided an equipment breakdown and rental pricing, mobilization, and demobilization for the scopes listed.

This proposal is based on info provided by the customer for the flows for dry weather only, we can gladly tailor the size of the bypass per your request. The systems include but are not limited to diesel driven bypass pumps. The attached proposal will outline the size of pump, standby units, and any other special conditions for this project.

Barco Pump is proud to offer our customers Gorman Rupp® and Cornell® pumping products. We also take pride in supplying you with the best engineered solution, service, and equipment available on the market.

Attached to this quote you will find:

- Barco's Calculations
- Pump Curves
- Pump Specification Sheets

Barco Pump proudly supplies an extensive rental fleet of over 500 pumps to meet all your needs, including diesel centrifugal, electric centrifugal, hydraulic submersible, and electric submersible.

We appreciate the opportunity to quote you on this project. Please feel free to contact me if you have any questions or if we can help in any way.

Sincerely,

Kyle Carpenter

Turnkey Solutions-Estimator

214-686-5008

kcarpenter@barcopump.com

Lee Jobe

Turnkey Solutions-Div. Mgr.

214-608-8851

ljobe@barcopump.com

Barco Pump Turnkey Solutions

940 Hensley Ln, Wylie, TX 75424

8" Line Bypass

.750 MGD @ 80' TDH (Estimated Flow)

Est Fuel Burn @ .500 MGD: 1.0 gal/hr

For this segment, we will be using (1) 4" pump as the primary and (1) 4" pump as a stand-by, 4" suction hose and 4" hard side hose to a manifold, (1) 4-8" plug, and fittings needed to complete the bypass run. This system will utilize a single run of 8" HDPE poly-barb pipe to carry the flow to the discharge manhole. All accesses required to remain open would need to be cut and buried by the contractor. Water in the manholes would need to be surcharged 3' above the T.O.P. for adequate suction lift and submergence. It may be necessary for the suction manhole cone to be removed as to have ample room for suction pipes. **NOTE*-No flow data was given.**

Weekly Rental*-	\$3,062.00
Monthly Rental*-	\$8,275.00
Mobilization**-	\$7,975.00
Demobilization***-	\$3,125.00
Bypass Operation & Fueling****-	\$2,125.00 (per day)

*Includes all suction & discharge piping, pumps, and valves needed for above quoted for given bypasses.

**Includes freight and fusion, and equipment.

***Includes the teardown of the bypass system.

****Includes a Barco Pump representative operating the bypass system while in use as well as the fueling of the pumps.

Customer is responsible for the following:

- Operation, fueling of pumps once setup and test has been completed if Barco Pump is not hired to operate the bypass system
- Provide large enough suction and discharge points. Including, but not limited to removing crowns/lids to eliminate suction and discharge interferences and space constraints
- All permit / permission for site access
- Water for Bypass system flush and pressure tests required
- Setting, Securing, and monitoring of plugs per Mfg. specs
- Site access clearing and grading for pump and pipe placement
- Cut & Bury of discharge piping as Needed
- Temp manholes and associated work with manholes
- All site restoration
- All Traffic Control

Specification Data

Diesel Engine Driven

Sec. 42

PAGE 220

JULY 2012

ACDEU



Priming Assisted Centrifugal Pump

Model PA4A60-4045T

Size 4" x 4"



Total Head		Capacity of Pump in U.S. Gallons per Minute (GPM) at Continuous Performance			
P.S.I.	Feet				
58.1	134	220	220	220	220
52.0	120	370	420	420	420
43.4	100	392	545	670	730
34.7	80	405	555	682	810
26.0	60	415	565	694	830
17.3	40	425	575	708	855
Suction Lift		25'	20'	15'	10'

PUMP SPECIFICATIONS

Size: 4" x 4" (102 mm x 102 mm) Flanged.

Casing: Gray Iron 30. Maximum Operating Pressure 99 psi (683 kPa).*

Semi-Open Type, Two Vane Impeller: Ductile Iron 65-45-12.

Handles 3" (76 mm) Diameter Spherical Solids.

Impeller Shaft: Stainless Steel 17-4 PH

Replaceable Wear Plate: Carbon Steel 1015.

Intermediate Bracket: Gray Iron 30.

Seal Plate: Gray Iron 30.

Seal: Cartridge Type, Mechanical, Oil-Lubricated, Double Floating, Self-Aligning, Silicon Carbide Rotating and Stationary Faces. Stainless Steel 316 Stationary Seat. Fluorocarbon Elastomers (DuPont Viton® or Equivalent). Stainless Steel 18-8 Cage and Spring. Maximum Temperature of Liquid Pumped 160°F (71°C).*

Shaft Sleeve: Alloy Steel 4130.

Priming Chamber: Gray Iron 30 Housing w/Stainless Steel Float and Linkage.

Discharge Check Valve: Ductile Iron Housing w/Buna-N Flapper.

Radial Bearing: Open Single Ball.

Thrust Bearing: Open Double Ball.

Bearing and Seal Cavity Lubrication: SAE 30 Non-Detergent Oil.

Gaskets: Resistant Synthetic Rubber, Cork, PTFE, Vegetable Fiber and Compressed Synthetic Fibers.

O-Rings: Buna-N.

Hardware: Standard Plated Steel.

Bearing and Seal Cavity Oil Level Sight Gauges.

*Consult Factory for Applications Exceeding Maximum Pressure and/or Temperature Indicated.

Standard Equipment: Gear-Driven Air Compressor. Hoisting Bail. Combination Skid Base w/Fuel Tank. Strainer. Single Ball Type Float Switch.**

**50 Ft. (15 m) Standard Length; Dual Switches and Alternate Cable Lengths Available From the Factory.

Optional Equipment: Battery. High Speed (55 MPH/89 KM/H) Single Axle Pneumatic-Tired Wheel Kit w/wo DOT-Approved Lights and Electric Brakes. Single Axle Over-the-Road Trailer (Meets DOT Requirements) Available w/Either Electric or Hydraulic Surge Brakes, Running Lights, Jack Stands and Safety Cables/Chains. EPS w/Submersible Transducer Liquid Level Sensor (50 Ft. [15 M] Cable Standard, Alternate Lengths Available).



WARNING!

Do not use in explosive atmosphere or for pumping volatile flammable liquids.

ENGINE SPECIFICATIONS

Model: John Deere 4045T "Power Tech".

Type: Four Cylinder, Four Cycle, Turbocharged, Liquid Cooled Diesel Engine.

Displacement: 275 Cu. In. (4.5 Liters).

Governor: Mechanical.

Lubrication: Forced Circulation.

Air Cleaner: Dry Type.

Oil Reservoir: 17.5 U.S. Qts. (16.5 Liters) Dry; 15.5 U.S. Qts. (14.7 Liters) Refill.

Fuel Tank: 61 U.S. Gals. (231 Liters).

Full Load Operating Time: 26.8 Hrs.

Starter: 12V Electric.

Standard Features: Low Oil Pressure and High Coolant Temperature Safety Shut Down Switches. Autostart Instrument Panel Includes: Tachometer, Voltmeter, Hourmeter, Coolant Temperature Gauge, Oil Pressure Gauge, Manual/Stop/Auto Key Switch, 10 Amp Pushbutton Circuit Breaker, Startup Warning Delay. Muffler w/Guard and Weather Cap. Throttle Control.

JOHN DEERE PUBLISHED PERFORMANCE:

Maximum Gross Intermittent BHP
74 (60 kW) @ 2400 RPM



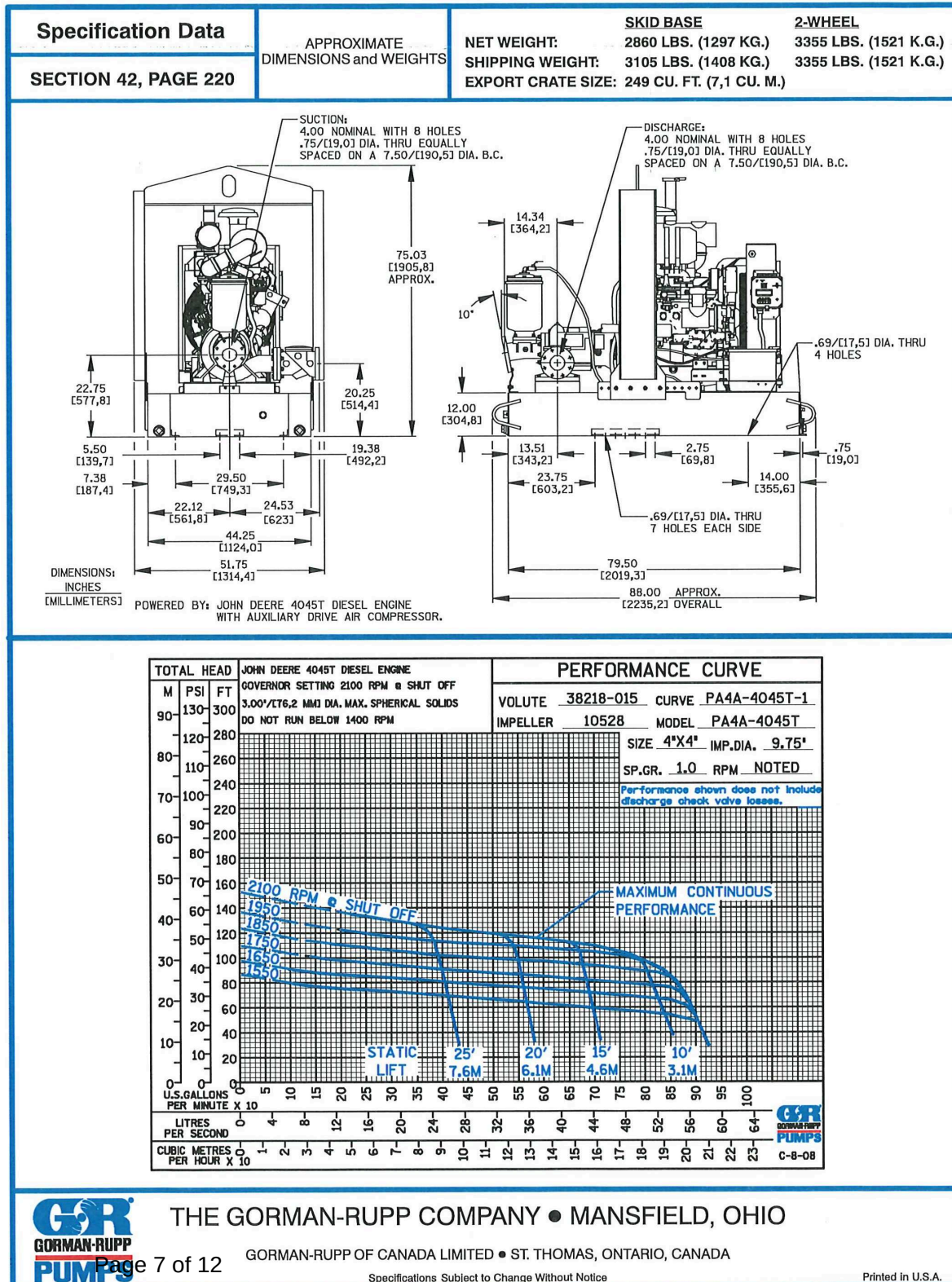
THE GORMAN-RUPP COMPANY • MANSFIELD, OHIO

GORMAN-RUPP OF CANADA LIMITED • ST. THOMAS, ONTARIO, CANADA

www.grpumps.com

Specifications Subject to Change Without Notice

Printed in U.S.A.



BARCO PUMP

940 Hensley Lane
Wylie, Texas 75098

TURN KEY SOLUTIONS AGREEMENT

This Agreement is made this 16 day of January 2023, ~~2022~~, between _____ (Customer) and Bartholow Rental Company, d/b/a Barco Pump. ("Barco Pump" or "Supplier"). The work described in Section 1 below, and attached as Exhibits hereto, shall be performed in accordance with the terms and conditions of this Agreement for the project known as: 8" Line Emergency Bypass ("Project"). Barco Pump and Customer are collectively known as ("Parties").

RECITALS

WHEREAS, Barco Pump is a corporation that specializes in providing pumping equipment and systems to various industries;

WHEREAS, Customer desires to engage Barco Pump as an independent contractor to perform the Services (defined below) in accordance with the terms and conditions of this Agreement, and Barco Pump desires to accept such engagement.

AGREEMENT

SECTION 1. SCOPE OF SERVICES. Barco Pump agrees to furnish all labor, materials, equipment required to complete its work on the Project as further described in "Exhibit 1" attached hereto ("Services"). Customer agrees to pay Barco Pump the fee ("Fee") as described in "Exhibit 1". Customer acknowledges that many of Barco Pump's services are performed on a monthly basis (twenty-eight (28) day rental cycle) and charges may be reoccurring. Further, any amount of days past the twenty-eight (28) day rental cycle will result in an additional month's rent at the agreed upon rate as found in "Exhibit 1". The term of this Agreement shall commence on the Delivery Date (as defined in Section 5) and the initial rental period shall begin upon final mobilization by Barco Pump of the pumping equipment, based upon the timeframe agreed upon by the Parties and shall continue, month to month, until the Project is complete, or as defined in "Exhibit 1". The Parties may agree, however, to a weekly rental rate in an amount no less than fifty percent (50%) of the monthly rental rate. Any negotiated weekly rental rate must be agreed upon in writing prior to the completion of the project.

The Parties understand that Barco Pump is engaged as an independent contractor to perform and provide the Services.

SECTION 2. PRICE AND PAYMENT. Customer agrees to pay Barco Pump for the performance of its work according to the terms and conditions herein. Further, Contractor shall make all payments directly to Barco Pump, on no less than a monthly basis, or as invoices come due, at its place of business located at 940 Hensley Lane, Wylie, Texas 75098. Rental fees, service fees and/or any other applicable fee or pricing are based on net thirty (30) day terms, unless otherwise stated in the customer's credit agreement or Project Proposal ("Exhibit 1").

"Default" of this Agreement shall be defined to include, but not be limited to: failure to pay invoices when they come due, and failing to perform obligations under the terms of this Agreement.

SECTION 3. TAX. Tax is not included in the price of any quote, and the Customer is responsible for providing a tax-exempt certificate for the Project, if applicable, prior to the start of the Project. Moreover, in the event the Project is not tax-exempt Customer shall be responsible for paying all applicable tax associated with Barco Pump's services at the Project. Further, if Barco Pump relies on a tax-exempt certificate, provided by the Customer, and it is later determined that the Project, or Barco Pump's services on the Project, are not tax-exempt, than Customer shall be liable for any tax liabilities incurred by Barco Pump in connection with the Project.

SECTION 4. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Customer and Barco Pump and supersedes any prior written or oral representation. In the event Customer is bound by the terms of a Prime Contract with an owner, or otherwise, this Agreement shall govern the relationship between Customer and Barco Pump and shall supersede said Prime Contract as it relates to Customer and Barco Pump.

SECTION 5. TIME. Time is of the essence of this Agreement. The Parties shall agree on a time frame for the work to commence for the Project ("Delivery Date"), and based upon said Agreement Barco Pump shall provide Customer with scheduling information for the delivery of the pumps and other equipment. Barco Pump shall coordinate, to the best of its ability and for items within its control, its work with that of all other contractors, subcontractors, suppliers and/or materialmen.

SECTION 6. DELAY. Delays in work, including but not limited to setup, bypass, tear down, etc., outside the control of Barco Pump, including weather delays or those caused by Customer, its agents, or any other third party, shall be attributed to Customer, and Customer shall remain liable to Barco Pump for all rental periods, based on the twenty-eight (28) day rental cycle, as they accrue.

SECTION 7. CHANGES IN WORK. Customer shall make no changes in the work covered by this Agreement without written notice to Barco Pump; Barco Pump must accept and/or approve all changes in work. Notice must be given in writing, either in hand, or by certified mail, return receipt requested, or through the eSub portal. Barco Pump shall be compensated for any changes to the original Agreement based upon the terms as set forth in "Exhibit 1", or as otherwise agreed by the Parties in writing. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

SECTION 8. PREP-WORK. The Parties acknowledge that Customer is responsible for site prep and turf work required for the Project (including but not limited to: site work for placement and access; traffic control; and site remediation required for pump system). Any and all required prep-work will need to be performed before, during, and after Barco Pump performs its obligations on the Project. Consequently, Barco Pump assumes no liability for delays caused by Customer, the weather, or any other third party, in preparing the site prior to the commencement or removal of the pump systems.

SECTION 9. INSPECTION AND PROTECTION OF WORK. Barco Pump shall make the work accessible at all reasonable times for inspection by the Customer. Barco Pump shall at the first opportunity inspect all material and equipment delivered to the job site by others to be used or incorporated in the Barco Pump's work and give prompt notice of any defect therein.

SECTION 10. TERMINATION. Barco Pump may terminate this Agreement, without cause, by giving Customer at least thirty (30) days prior written notice. Customer may terminate this Agreement, without cause, by giving Barco Pump at least thirty (30) days prior written notice, provided that Customer has paid Barco Pump for all services actually performed to that point. Upon termination of this Agreement all amounts owed to Barco Pump shall be immediately due and payable. In addition, if either party hereunder defaults in the performance of any obligation hereunder and said default is not cured within 10 business days after written notice thereof is sent to such defaulting party, in hand, by certified mail, or through the eSub portal then the non-defaulting party may thereupon terminate this Agreement for cause by giving written notice of such termination to the defaulting party, such termination to be effective as of the date specified in such notice.

SECTION 11. MUTUAL INDEMNIFICATION. Each Party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations

under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

SECTION 12. INSURANCE. Customer shall, at its expense, procure and maintain insurance on all of its operations as further described in "Exhibit 2", including adequate coverage for rented equipment where Barco Pump is named a loss payee for loss or damage to rented equipment, or be required to pay Barco Pump a loss damage waiver equal to ten percent (10%) of the monthly contract price.

SECTION 13. DISPUTE RESOLUTION. All claims, disputes and other matters in question between the Parties arising out of the Agreement, shall be subject first to Mediation in Collin County, Texas, or another venue agreed to by the Parties. If the claim or dispute cannot be resolved through Mediation then the Parties are free to pursue any available remedy at law, however, any suit shall be brought in Collin County, Texas. Nonetheless, the Parties waive all rights to a Jury Trial in any civil action brought based upon a breach of this Agreement, or otherwise associated with this Agreement.

SECTION 14. ATTORNEY'S FEES. Customer shall be liable for all costs of collection, including attorney's fees and costs of court, arising from Customer's default or breach of this Agreement.

SECTION 15. BARCO PUMP NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Barco Pump concerning Customer or the employees of Customer. Customer shall comply with the workers' compensation law concerning Customer and the employees of Customer, and shall provide to Barco Pump, upon request, a certificate of workers' compensation insurance.

SECTION 16. NON-WAIVER. The failure of either Party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

SECTION 17. NO AUTHORITY TO BIND COMPANY. Customer has no authority to enter into contracts or agreements on behalf of Barco Pump. This agreement does not create a partnership between the parties.

SECTION 18. DECLARATION BY CUSTOMER. Customer declares that Customer has complied with all Federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement, including but not limited to the right of way permits and access on site. Further, Customer declares that all necessary permits shall be in place before the Project start date.

SECTION 19. CHOICE OF LAW. Any questions, controversies, claims, disputes, arbitration or litigation arising from or relating to this Agreement shall be governed by the laws of the State of Texas without regard to the application of rules of conflict of law. Venue for all disputes under this Agreement shall be a court of competent located in Collin County, Texas.

SECTION 20. AMENDMENTS. This agreement may be supplemented, amended or revised only in writing by agreement of the Parties.

SECTION 21. SEPARATE RIGHT TO COUNSEL. Both Parties acknowledge and agree that they have a separate right to counsel and have had the time and opportunity to consult with counsel of their own choosing. Customer acknowledges that it has had sufficient time to have counsel of its own choosing review this document.

SECTION 22. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, or through the eSub portal to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change by certified mail, return receipt requested. Barco Pump may also provide notices by e-mail.

SECTION 23. AUTHORITY. The Parties hereto each represent and warrant that they have authority, actual or apparent, to enter into this Agreement.

SECTION 24. SEVERABILITY. In the event that a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement, which violate such statute or public policy, shall be stricken. All portions of this Agreement, which do not violate any statute or public policy, shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms to give as much effect as possible to the intentions of the parties under this Agreement.

Date: 01/16/2023

By: Barco Pump

Lee Jobe
Name: Lee Jobe
Title: Manager

Date: 1/16/2023

Customer: City of Duncan
Arnell R. Ferrell-Bernard
Name: Arnell R. Ferrell-Bernard
Title: City Manager
Address: _____



STAFF REPORT

MEETING: City Council - 21 Feb 2023

TITLE:

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

Vision Statement:

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

STAFF RESPONSIBLE:

Jennifer Otey, Chief Innovation Officer

BACKGROUND/HISTORY:

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

Change # 1: The step pay plan has been adjusted, as proposed for March 1, 2023, effective date.

The City Council received a presentation on the Compensation Study at the February 7, 2023 Council meeting. Staff presented the proposed implementation schedule of March 1 for Phase 1, which would bring the step pay plan halfway up to the goal of market average ending pay; with an adjustment of 3-5%. Phase 2 is proposed for October 1, 2023, as a part of the FY2024 budget process. The ordinance for consideration is the Phase 1 adjustments only. Another ordinance will be presented for consideration in September 2023 for Phase 2.

The Civil Service Commission met on February 14, 2023, to review the changes to the ordinance. A presentation was made and a discussion was held about the compensation study, the results, and the proposed pay plan adjustments proposed for March 1, 2023. It is not required for the commission to approve, since there are no classification (number of positions and titles) changes.

The financial impact of a March 1, 2023 implementation to the FY 2022-23 budget for the Civil Service portion only is \$265,320. The impact moving forward to the FY 2023-24 budget would be \$454,835, for Phase 1 only. This includes employer-paid taxes and retirement benefits. Historically we have budgeted as if fully staffed; however, in actuality, there are vacancies, and therefore expenditures are under budget. The Police Department has 10 vacancies. The Fire Department has 3 vacancies. Additionally, in FY 2022-23, \$300,000 was budgeted for merit increases, which will be used to offset the cost of the March 1 increase.

POLICY EXPLANATION:

Per Texas Local Government Code §143.021, the commission shall provide for the classification of all firefighters and police officers. However, the municipality's governing body shall establish the classifications by ordinance. The governing body by ordinance shall prescribe the number of positions in each classification.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

[Ordinance - Civil Service Classifications - Proposed 03-01-2023](#)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. 2467

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

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

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

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

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

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

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

POLICE DEPARTMENT

Time in Position with Duncanville

		START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
P1	Assistant Police Chief	\$ 132,903	\$ 143,122					
P2	Police Lieutenant	\$ 104,963	\$ 108,549	\$ 112,184	\$ 115,868			
P3	Police Sergeant	\$ 90,237	\$ 93,047	\$ 96,988	\$ 100,475			
P4	Police Officer (No Previous Experience)	\$ 65,209	\$ 67,495	\$ 69,808	\$ 72,153	\$ 77,093	\$ 80,385	\$ 85,572
P4	Police Officer (1 year Credited Previous Experience)	\$ 67,495	\$ 67,495	\$ 69,808	\$ 72,153	\$ 77,093	\$ 80,385	\$ 85,572
P4	Police Officer (2 year Credited Previous Experience)	\$ 69,808	\$ 69,808	\$ 69,808	\$ 72,153	\$ 77,093	\$ 80,385	\$ 85,572
P4	Police Officer (3 year Credited Previous Experience)	\$ 72,153	\$ 72,153	\$ 72,153	\$ 72,153	\$ 77,093	\$ 80,385	\$ 85,572
P4	Police Officer (4 year Credited Previous Experience)	\$ 77,093	\$ 77,093	\$ 77,093	\$ 77,093	\$ 77,093	\$ 80,385	\$ 85,572
P4	Police Officer (5 year Credited Previous Experience)	\$ 80,385	\$ 80,385	\$ 80,385	\$ 80,385	\$ 80,385	\$ 80,385	\$ 85,572

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

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

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

Police applicants with a minimum of one year full-time prior service as a police officer must possess a TCOLE license and/or have taken and passed the TCOLE state licensing exam to qualify for Credited Previous Experience and be placed in the current pay grade of the Duncanville Police Department compensation plan.

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

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

FIRE DEPARTMENT

Time in Position with Duncanville

		START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
F1	Assistant Fire Chief	\$ 133,877	\$ 142,912					
F2	Division Chief - EMS	\$ 125,946	\$ 130,308					
F3	Battalion Chief	\$ 112,111	\$ 115,795	\$ 119,535	\$ 123,329			
F3	Fire Marshal/Battalion Chief	\$ 112,111	\$ 115,795	\$ 119,535	\$ 123,329			
F4	Fire Captain	\$ 97,882	\$ 101,102	\$ 104,369	\$ 107,686			
F4	Fire Captain – Fire Prevention	\$ 97,882	\$ 101,102	\$ 104,369	\$ 107,686			
F5	Fire Engineer	\$ 87,848	\$ 90,019	\$ 91,977	\$ 94,132			
F6	Firefighter (No Previous Experience)	\$ 65,228	\$ 67,236	\$ 69,274	\$ 71,344	\$ 76,008	\$ 79,026	\$ 82,967
F6	Firefighter (1 year Credited Previous Experience)	\$ 67,236	\$ 67,236	\$ 69,274	\$ 71,344	\$ 76,008	\$ 79,026	\$ 82,967
F6	Firefighter (2 year Credited Previous Experience)	\$ 69,274	\$ 69,274	\$ 69,274	\$ 71,344	\$ 76,008	\$ 79,026	\$ 82,967
F6	Firefighter (3 year Credited Previous Experience)	\$ 71,344	\$ 71,344	\$ 71,344	\$ 71,344	\$ 76,008	\$ 79,026	\$ 82,967
F6	Firefighter (4 year Credited Previous Experience)	\$ 76,008	\$ 76,008	\$ 76,008	\$ 76,008	\$ 76,008	\$ 79,026	\$ 82,967
F6	Firefighter (5 year Credited Previous Experience)	\$ 79,026	\$ 79,026	\$ 79,026	\$ 79,026	\$ 79,026	\$ 79,026	\$ 82,967

Credited Previous Experience shall be defined as one year of credited experience for every full year actively employed as a full-time Fire Fighter or Paramedic in a municipality or an Emergency Services District (ESD) with a population of 30,000 or more or a county with a population of 125,000 or more, not to exceed five years of Credited Previous Experience.

Credited Previous Experience shall also be defined as one year of credited experience for every two full years actively employed as a full-time Fire Fighter or Paramedic in a municipality or an Emergency Services District (ESD) with a population of less than 30,000 or a county with a population of less than 125,000, not to exceed five years of Credited Previous Experience.

Fire applicants with a minimum of one year full-time prior service as a Fire Fighter or Paramedic must be certified as a Fire Fighter with the Texas Commission on Fire Protection and/or be certified or have the ability to be certified as an EMT-Paramedic with the Texas Department of State Health Services to qualify for Credited Previous Experience and be placed in the current pay grade of the Duncanville Fire Department compensation plan.

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

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

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

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

SECTION 6. That this Ordinance shall take effect on the 1st day of March 2023

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of February 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 21 Feb 2023

TITLE:

Receive Police Department 2022 Racial Profiling Report.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Mark LiVigni, Chief of Police

Matthew Stogner, 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:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - Cover Letter to Mayor & Council \(2021 Report\)](#)

[Attachment 2 - Final Racial Profiling Analysis Duncanville PD 2022](#)

[Attachment 3 - TCLEDDS Racial Profiling Report - 2022](#)



February 21, 2023

To: Mayor Barry Gordon and Duncanville City Council
From: Mark LiVigni, Chief of Police

CC: Mrs. Aretha Ferrell-Benavides, City Manager
Mr. Robert D. Brown, Jr., Assistant City Manager

Subject: 2022 Annual Report on Racial Profiling

The Duncanville Police Department 2022 Racial Profiling Comparative Analysis report 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 or methodology of the report, Dr. Fritsch may be contacted by phone at (940) 453-0278 or by email, at fritsch@jrcresearch.com.

The Executive Summary of the analysis 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 2022, 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, all but one sworn member of the Department who was deployed to the border as a National Guardsman completed two segments of comprehensive racial profiling training during 2022.

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 2022 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.

Mark LiVigni
Chief of Police
Duncanville Police Department

203 E. Wheatland Road | Duncanville, Texas 75116 | 972.707.3888 P | 972.780.4948 F | mlivigni@duncanvillepd.com

2022 Racial Profiling Report



February 21, 2023



DUNCANVILLE POLICE DEPARTMENT

2022

RACIAL PROFILING ANALYSIS

PREPARED BY:

Eric J. Fritsch, Ph.D.

Chad R. Trulson, Ph.D.

Justice Research Consultants, LLC



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 2022. 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 2022. 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 the department, except for one officer who did not complete the training due to military service. 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.

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:
<https://duncanville.hosted2.civicle.com/cms/One.aspx?portalId=61116&pageId=71887>
2. Internal Affairs Brochure:
<https://duncanville.hosted2.civicle.com/common/pages/DisplayFile.aspx?itemId=118821>
3. Complaint Form:
<https://duncanville.hosted2.civicle.com/common/pages/DisplayFile.aspx?itemId=102012>

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 2022 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.

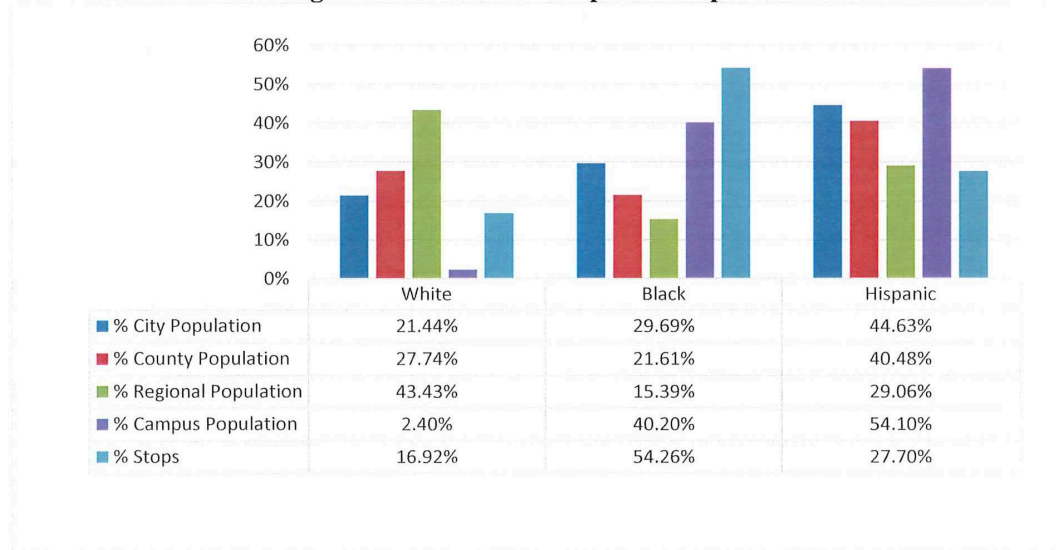
Analysis of the Data

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 5,614 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2022.¹

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



White drivers constituted 16.92 percent of all drivers stopped, whereas Whites constitute 21.44 percent of the city population, 27.74 percent of the county population, and 43.43 percent of the region population.² As an additional population comparison, White students constitute 2.40 percent of the Duncanville Independent School District (DISD) student population.³

¹ There were 44 motor vehicle stops where the race/ethnicity of the motorist was Asian/Pacific Islander and 19 stops where the race/ethnicity of the motorist 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 2022 (5,614), these data are not represented in the first chart.

² City and County and Regional populations were derived from 2020 Decennial Census Redistricting Data (DEC) 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. City and County populations by gender noted later in this report are based on 2019 American Community Survey estimates.

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

Black drivers constituted 54.26 percent of all drivers stopped, whereas Blacks constitute 29.69 percent of the city population, 21.61 percent of the county population, 15.39 percent of the region population, and 40.20 percent of the DISD population.

Hispanic drivers constituted 27.70 percent of all drivers stopped, whereas Hispanics constitute 44.63 percent of the city population, 40.48 percent of the county population, 29.06 percent of the region population, and 54.10 percent of the DISD population.

The chart shows that White drivers were stopped at rates lower than the percentage of Whites found in the city, county and regional populations, but higher than the percentage of Whites represented in the 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 2020 Census 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.

Issue #3: Officers Do Not Know the Race/Ethnicity of the Motorist Prior to the Stop

As illustrated in Table 3 near the end of this report, of the 5,614 motor vehicle stops in 2022, the officer knew the race/ethnicity of the motorist prior to the stop in 2.10% of the stops (118/5,614). 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.⁴ 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 later in 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

⁴ 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.

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 2022. 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 5,614 motor vehicle stops in 2022 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 66 percent of stops resulted in a **verbal warning** (3,713/5,614) and roughly 28 percent resulted in a citation. These result of stops actions accounted for roughly 94 percent of all stops outcomes and will be the focus of the discussion below.

Specific to **verbal warnings**, White motorists received a verbal warning in roughly 77 percent of stops involving White motorists (727/950), Black motorists received a verbal warning in roughly 65 percent of stops of Black motorists, and Hispanic motorists received a verbal warning in roughly 62 percent of stops of Hispanic motorists.

Specific to **citations**, White motorists received a citation in roughly 20 percent of stops involving White motorists (187/950), Black motorists received a citation in roughly 28 percent of stops of Black motorists, and Hispanic motorists received a citation in roughly 32 percent of stops of Hispanic motorists.

Relative to all arrest totals [**Written Warning and Arrest** (3) + **Citation and Arrest** (38) + **Arrest** (84)], White motorists were arrested in roughly 1 percent of stops involving White motorists (12/950), Black motorists were arrested in roughly 3 percent of stops involving Black motorists, and Hispanics were arrested in roughly 1 percent of stops involving Hispanic motorists. Most arrests were based on either an outstanding warrant (73.6%; 92/125) or violation of the penal code (22.4%; 28/125).

Finally, as presented in Table 1, **physical force resulting in bodily injury** was not used in 2022.

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	950	3,046	1,555	44	19	5,614
Gender						
Female	356	1,441	569	23	8	2,397
Male	594	1,605	986	21	11	3,217
Reason for Stop						
Violation of Law	9	41	21	1	0	72
Preexisting Knowledge	12	44	17	0	0	73
Moving Traffic Violation	693	2,381	1,302	39	15	4,430
Vehicle Traffic Violation	236	580	215	4	4	1,039
Result of Stop						
Verbal Warning	727	1,978	960	37	11	3,713
Written Warning	24	119	77	3	1	224
Citation	187	858	496	4	7	1,552
Written Warning and Arrest	0	3	0	0	0	3
Citation and Arrest	5	25	8	0	0	38
Arrest	7	63	14	0	0	84
Arrest Based On						
Violation of Penal Code	1	23	4	0	0	28
Violation of Traffic Law	0	3	2	0	0	5
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	11	65	16	0	0	92
Physical Force Resulting in Bodily Injury Used?						
No	950	3,046	1,555	44	19	5,614
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 2022, a total of 161 **searches** of motorists were conducted, or roughly 3 percent of all stops resulted in a search (161/5,614). Among searches within each racial/ethnic group, White motorists were searched in roughly 2 percent of all stops of White motorists (23/950), Black motorists were searched in roughly 3 percent of all stops of Black motorists, and Hispanic motorists were searched in roughly 2 percent of all stops of Hispanic motorists.

As illustrated in Table 2, the most common reason for a search was incident to arrest (36.0%; 58/161). Among **searches incident to arrest** within each racial/ethnic group, White motorists were searched incident to arrest in roughly 26 percent of all searches of White motorists (6/23), Black motorists were searched incident to arrest in roughly 40 percent of all searches of Black motorists, and Hispanic motorists were searched incident to arrest in roughly 31 percent of all searches of Hispanic motorists.

As illustrated in Table 2, the second most common reason for a search was probable cause (34.2%; 55/161). Among **searches based on probable cause** within each racial/ethnic group, White motorists were searched based on probable cause in roughly 35 percent of all searches of White motorists (8/23), Black motorists were searched based on probable cause in roughly 35 percent of all searches of Black motorists, and Hispanic motorists were searched based on probable cause in roughly 31 percent of all searches of Hispanic motorists.

It is noted that only 15 searches (see Table 2) in 2022 were based on consent, which are regarded as discretionary as opposed to non-discretionary searches. Relative to the total number of stops (5,614), discretionary consent searches occurred in 0.27 percent of stops. Among **consent searches** within each racial/ethnic group, White motorists were searched based on consent in roughly 22 percent of all searches of White motorists (5/23), Black motorists were searched based on consent in roughly 6 percent of all searches of Black motorists, and Hispanic motorists were searched based on consent in roughly 13 percent of all searches of Hispanic motorists.

Of the searches that occurred in 2022, and as shown in Table 2, **contraband was discovered** in 56 or roughly 35 percent of all searches (56/161 total searches). Among the searches in which contraband was discovered, the majority of the time the contraband discovered was drugs.⁵

⁵ Note, that the number of contraband finds (Description of Contraband) equals 63, which is more than the number of searches where contraband was found (56). 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	23	106	32	0	0	161
No	927	2,940	1,523	44	19	5,453
Reason for Search						
Consent	5	6	4	0	0	15
Contraband in Plain View	0	3	1	0	0	4
Probable Cause	8	37	10	0	0	55
Inventory	4	18	7	0	0	29
Incident to Arrest	6	42	10	0	0	58
Was Contraband Discovered						
Yes	5	39	12	0	0	56
No	18	67	20	0	0	105
Description of Contraband						
Drugs	4	33	8	0	0	45
Weapons	0	7	3	0	0	10
Currency	0	0	0	0	0	0
Alcohol	0	1	0	0	0	1
Stolen Property	0	1	0	0	0	1
Other	1	4	1	0	0	6
Did Discovery of Contraband Result in Arrest?						
Yes	2	19	3	0	0	24
No	3	20	9	0	0	32

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 2022, 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 2022, 5,614 motor vehicle stops were made by the Duncanville Police Department. Of these stops, 2,397 or roughly 43 percent were female drivers (2,397/5,614) and roughly 57 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 2022, 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 2022 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 previously noted, the Duncanville Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling. Of the 5,614 motor vehicle stops in 2022, the officer knew the race/ethnicity of the motorist prior to the stop in 2.10% of the stops (118/5,614).

Table 3: Additional Information

Additional Information	Total
Was Race/Ethnicity Known Prior to Stop	
Yes	118
No	5,496
Approximate Location of Stop	
City Street	5,440
US Highway	72
County Road	0
State Highway	40
Private Property/Other	62
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 2022, 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: December 29, 2022	APPROVED: Mark LiVigni Chief of Police
AMENDS/SUPERSEDES: Reg. 5.41 ISSUED: September 1, 2017	

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 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

Complaint Information Form

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,

**** 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 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 complaint thoroughly. **For a personal interview with Internal Affairs, it is preferred that an appointment is made in advance.** Please call Sergeant Tijerina at (972) 707-3851, **regular business hours are Mon-Thurs. 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 atijerina@duncavillepd.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: A. Tijerina #173
Special Services/Internal Affairs
P.O. Box 380280
Duncanville, TX 75138-0280

What if you are not satisfied with the decision?

If you are not satisfied with the results of the 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) 707-3851** 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
Complaint or file a
Complaint with the
Internal Affairs Office
(972) 707-3851



The mission of the
Duncanville PD is to
safeguard the lives and
property of the people we
serve with honor and
integrity.

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.

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: 02/10/2023

TCOLE Agency Number: 113210

Chief Administrator: MARK A. LIVIGNI

Agency Contact Information:

Phone: (972) 780-5035

Email: mlivigni@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: MATTHEW R. STOGNER
ASSISTANT CHIEF OF POLICE

Date: 02/10/2023

Motor Vehicle Racial Profiling Information

Total stops: 5614

Street address or approximate location of the stop

City street	5440
US highway	72
County road	0
State highway	40
Private property or other	62

Was race or ethnicity known prior to stop?

Yes	118
No	5496

Race / Ethnicity

Alaska Native / American Indian	19
Asian / Pacific Islander	44
Black	3046
White	950
Hispanic / Latino	1555

Gender

Female	2397
Alaska Native / American Indian	8
Asian / Pacific Islander	23
Black	1441
White	356
Hispanic / Latino	569
Male	3217
Alaska Native / American Indian	11
Asian / Pacific Islander	21
Black	1605
White	594
Hispanic / Latino	986

Reason for stop?

Violation of law	72
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	41
White	9

Hispanic / Latino	21
Preexisting knowledge	73
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	44
White	12
Hispanic / Latino	17
Moving traffic violation	4430
Alaska Native / American Indian	15
Asian / Pacific Islander	39
Black	2381
White	693
Hispanic / Latino	1302
Vehicle traffic violation	1039
Alaska Native / American Indian	4
Asian / Pacific Islander	4
Black	580
White	236
Hispanic / Latino	215
Was a search conducted?	
Yes	161
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	106
White	23
Hispanic / Latino	32
No	5453
Alaska Native / American Indian	19
Asian / Pacific Islander	44
Black	2940
White	927
Hispanic / Latino	1523
Reason for Search?	
Consent	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	5

Hispanic / Latino	4		
Contraband	4		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	3		
White	0		
Hispanic / Latino	1		
Probable	55		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	37		
White	8		
Hispanic / Latino	10		
Inventory	29		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	18		
White	4		
Hispanic / Latino	7		
Incident to arrest	58		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	42		
White	6		
Hispanic / Latino	10		
Was Contraband discovered?			
Yes	56	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	39	Yes 19	No 20
White	5	Yes 2	No 3
Hispanic / Latino	12	Yes 3	No 9
No	105		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	67		
White	18		
Hispanic / Latino	20		

Description of contraband	
Drugs	45
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	33
White	4
Hispanic / Latino	8
Weapons	10
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	0
Hispanic / Latino	3
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Stolen property	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Other	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	1
Hispanic / Latino	1
Result of the stop	
Verbal warning	3713

Alaska Native / American Indian	11
Asian / Pacific Islander	37
Black	1978
White	727
Hispanic / Latino	960
Written warning	224
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	119
White	24
Hispanic / Latino	77
Citation	1552
Alaska Native / American Indian	7
Asian / Pacific Islander	4
Black	858
White	187
Hispanic / Latino	496
Written warning and arrest	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	0
Hispanic / Latino	0
Citation and arrest	38
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	25
White	5
Hispanic / Latino	8
Arrest	84
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	63
White	7
Hispanic / Latino	14
Arrest based on	
Violation of Penal Code	28
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	23
White	1
Hispanic / Latino	4
Violation of Traffic Law	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	0
Hispanic / Latino	2
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	92
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	65
White	11
Hispanic / Latino	16

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
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0

No	5614
Alaska Native / American Indian	19
Asian / Pacific Islander	44
Black	3046
White	950
Hispanic / Latino	1555

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☐
Use Department's submitted analysis	☒

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



STAFF REPORT

MEETING: City Council - 21 Feb 2023

TITLE:

Receive the Police Department's Quarterly Report.

Vision Statement:

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

STAFF RESPONSIBLE:

Mark LiVigni, Police Chief

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A