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, March 18, 2025
4:30 P.M. – Executive Session
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request an accommodation.

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 must be physically present at the above stated location.

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 at the direction and agreement of Mayor and Council.

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

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, March 18, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, March 18, 2025
- First Name, Last Name, and Address

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EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. — 6

   Executive Session

2. City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located north and west of SH 67, east of Main Street, and south of Camp Wisdom Rd; and to seek legal advice from City Attorney regarding such real property. — 7

   Executive Session

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Briefing on the IT Disaster Plan (Business Continuity Plan) — 8 - 14

   IT Business Continuity Plan

B. The City Council will receive a MyGovernmentOnline briefing, discuss the information, and provide direction if necessary. — 15 - 21

   MyGovernmentOnline Software

C. Council to receive a briefing on a request from Councilmember Koontz to add the Charles F. Ladd Nature Preserve to the City's Park Code of Ordinances Section 12B — 22 - 46

   Parks Ordinance to include Charles F. Ladd Nature Preserve

D. Council Briefing and Discussion. An issue has been raised by Councilmember Koontz regarding the impact of warehouse operations near residential properties on Crestside Drive, including safety concerns related to truck traffic and residential disruption. Councilmember Koontz is requesting Council discuss the matter. — 47

   Special Use Permits and Crestside Drive

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

CALL TO ORDER
INVOCATION - Pastor Demond L. Tolliver of Bondage Breaking Ministries
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

A. Audit firm Patillo, Brown, & Hill will provide a presentation on the FY 23-24 Independent Audit, Annual Comprehensive Financial Report, and Single Audit 48 - 49

FY 23-24 Independent Audit, ACFR, and Single Audit

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 June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

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

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

4. CONSENT AGENDA

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

A. Consider the Minutes for the March 4, 2025, City Council Regular Meeting. 50 - 53

City Council - 04 Mar 2025 - Minutes

B. Consider a resolution acknowledging receipt of the Independent Audit and Annual Comprehensive Financial Report provided by Pattillo, Brown, and Hill, LLP for the Fiscal Year ended September 30, 2024. 54 - 239

FY 23-24 Independent Audit and Annual Comprehensive Financial Report

C. Seek City Council authorization for DCEDC expenditure of $3,000.00 for a sponsorship for the Duncanville ISD Education Foundation's 2025 Heart of Duncanville 5K Run. 240 - 243

DCEDC expenditure - Heart of Duncanville 5K

D. Seek City Council authorization for DCEDC expenditure of $5,000.00 for a sponsorship for the 2025 Property Improvement Program (PIP) Days. 244 - 247

DCEDC expenditure - PIP Days

E. Seek City Council authorization for DCEDC expenditure of $7,500.00 for a sponsorship for the 2025 Dallas County Sheriff's Office and Duncanville Police Department Fire Truck Pull. 248 - 251

DCEDC expenditure - Fire Truck Pull

F. Consider a Resolution awarding RFP 24-0021 for a three-month term contract for mowing, abatement, and landscaping services to Good Earth Corporation and Urban Landscape and Irrigation, with a total amount $402,549.72 over a 3-Month span with a $15,000 contingency not to exceed $417,549.72. 252 - 331

Resolution – Mowing, Abatement & Landscaping Services

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider Resolution 2025-434 approving a Sponsorship Agreement with Joe V's Smart Shop for the splash pad and pavilion at Armstrong Park. 332 - 357

Joe V Splash Pad Sponsorship

C. Consider a Resolution approving the annual fee for SeeClickFix. 358 - 376

SeeClickFix Annual Fee

D. Consider a Resolution authorizing the use of HOT Funds in the amount of $60,000.00 for the BloomFest Music and Arts Festival on May 2nd, 2025. 377 - 380

BloomFest Music and Arts Festival

6. STAFF AND BOARD REPORTS

A. City of Duncanville Community Calendar Briefing, the functions of the calendar and demonstrating the calendar to Council. 381 - 382

Community Calendar

B. Council to receive the annual Arts Commission report presented by Arts Commission Chair Ron Thompson. 383

Arts Commission Annual Report

C. Receive the Economic Development Department Quarterly Report 384

Economic Development Department Quarterly Report

D. Council to receive a briefing on the current status of the TIF Board 385 - 424

Status of the TIF Board - Pdf

E.	Council Briefing on the request to reduce the membership of the Duncanville Community Multicultural Commission from twelve (12) to nine (9) members. Duncanville Community Multicultural Commission membership	425 - 439
F.	Council to receive a briefing and discussion on the draft 15 year Capital Improvement Plan. Discussion on 15 year CIP Plan	440 - 458
G.	Council to receive a briefing on the work of the 2025 Bond Committee kicking off and also discuss concepts of potential facility improvements including locations and renderings. 2025 Bond Committee and facility concept	459
H.	Council briefing on proposed ordinance requests. Proposed Ordinances	460 - 461

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: **Thursday, March 13, 2025, by 5:30 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 Mar 2025

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

Vision Statement:

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

STAFF RESPONSIBLE:
Doug Finch, City Manager

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

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 18 Mar 2025

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N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Briefing on the IT Disaster Plan (Business Continuity Plan)

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:
Angel Deal, Project Manager
Clayton Ganzer, Director of Information Technology

BACKGROUND/HISTORY:
Briefing on the IT Disaster Plan (Business Continuity Plan)

POLICY EXPLANATION:
Briefing on the IT Disaster Plan (Business Continuity Plan)

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
IT Business Continuity Plan 1.1

City of Duncanville

203 E. Wheatland Road Duncanville

Information Technology Business Continuity Plan

January 7, 2025

Clayton Ganzer – IT Director

IT Business Continuity Plan

This IT Business Continuity Plan (this "Policy") shall serve as a guide to all those engaged in Information Technology activity at the City of Duncanville. Updates to this Policy will be documented in the table below. If you are unable to find an answer to your question(s) or need additional information not found in this Plan, please contact the Information Technology Director at Clayton.Ganzer@duncanvilletx.gov.

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Training and Awareness.....
Testing and Maintenance.....

1.0 Purpose

The purpose of this IT Business Continuity Plan (BCP) is to ensure the continuous operation of municipal government IT services in the event of a disruption.

1.1 Scope

This plan applies to all IT systems and services used by the municipal government, including hardware, software, networks, and data.

1.2 Objectives

1. Ensure the availability of critical IT services in the event of a disruption.
2. Protect municipal data and IT infrastructure.
3. Minimize the impact of disruptions of municipal operations.
4. Facilitate effective communication and swift recovery to normal

2.0 Roles and Responsibilities

- IT Director: Oversees the continuity plan and coordinates with senior management
- IT Staff: Execute specific tasks as outlined in the plan (e.g., networks, applications
- System Administrators: Implement and maintain recovery procedures.
- Communication Team: Inform stakeholders of disruptions and recovery status

3.0 Risk Assessment and Mitigation

Identify potential risks that could impact IT services and develop mitigation strategies to minimize those risks

- Potential Risks: Natural disasters (e.g., earthquakes, floods, storms)
- Cyber-attacks (e.g., ransomware, data breaches)
- Hardware failures (e.g., server crashes, power outages)
- Human error (e.g., accidental data deletion)
- Software issues (e.g., bugs, malware)

3.1 Impact Analysis

- Identify critical IT systems and services.
- Prioritize systems based on their importance to municipal functions.

4.0 Continuity Strategies

1. Data Backup and Recovery: Regularly back up critical data and ensure alternative storage
    - Daily, Weekly, Monthly
    - Store backups both on-site and off-site.
    - Test backup and recovery procedures regularly.

2. Redundant Systems: Implement redundant systems to ensure continuity of critical services
    - Set up redundant systems for critical IT services.
    - Implement automatic failover mechanisms to minimize downtime.

4.1Cybersecurity Measures

- Deploy firewalls, antivirus software, and intrusion detection systems.
- Conduct regular security audits and vulnerability assessments.
- Provide cybersecurity training for employees.

4.2 Incident Response

- Monitor IT systems for signs of disruption.
- **Detection and Notification:** Detect incidents promptly and notify relevant personnel.
- **Assessment and Activation:** Assess the impact and activate the continuity plan as necessary.
- **Recovery and Restoration:** Implement recovery strategies and restore normal operations.
- **Incident reporting tool:** Inform proper authorities of incident and provide status reports as necessary.

5.0. Recovery and Restoration

- Activate data backup and recovery procedures.
- Restore IT services and systems based on priority.
- Verify the integrity of restored data and systems.

6.0 Communication Plan

Establish a clear communication plan to inform stakeholders, including employees, customers, and partners, of the status of IT services during a disruption.

6.1 Internal Communication

- Notify relevant staff and departments of the disruption.
- Provide regular updates on the status of IT services and recovery efforts.

6.2 External Communication

- Inform the public and relevant stakeholders of any impact on municipal services.
- Use multiple channels (e.g., website, social media, press releases) to disseminate information.

6.3 Training and Awareness

- Conduct semiannual training sessions for IT staff on the BCP.
- Review training materials quarterly and update as necessary.

7.0 Testing and Maintenance

Conduct annual testing and updates to the continuity plan to ensure its effectiveness and relevance.

Version Control

Version	Description of Change	Author	Date
1.0	Initial creation of IT Business Continuity Plan	Clayton Ganzer	2/4/2025
1.1	Revision update Name of policy, Roles, added version control, watermark, header/footer	Angel Deal - Project Manager	2/5/2025
1.1	iACM revision and approval	Kevin Hugman – Assistant City Manager	2/6/2025
1.1	Approval	Doug Finch – City Manager	

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
The City Council will receive a MyGovernmentOnline briefing, discuss the information, and provide direction if necessary.

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:
Matt Bryant, Director of Public Works
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
MyGovernment Online (MGO) was established in 2005 to provide a unique software solution that addresses the evolving needs of local government entities. The software is designed for easy integration with other programs and can be customized to meet the specific requirements of different municipalities. Due to its regional success, a national software partnership program was developed, allowing additional local governments to adopt and utilize its suite of software tools. There are no upfront costs to join the partnership; participants pay a monthly fee, which covers ongoing support, training, and configuration expenses for the software.

POLICY EXPLANATION:
The Public Works Department wishes to partner with MGO to utilize their 311 Service Request, Work Order Management, and Asset Management tools. The contract for these services will be presented to the City Council for review at the April 1st meeting.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - MGO Duncanville TX Quote

Attachment 1

MGO MY GovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

MyGovernmentOnline (MGO)

City of Duncanville, TX

Duncanville
City of Champions

MGO MY GovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

WITH ONE COMPLETE SYSTEM
WE PROVIDE THE BEST SOLUTION



PERMITS & LICENSING
Apply & Pay for Permits Online
Work Orders & Inspections
Document Management
Complete Permit Administration
Contractor Licensing



PLANNING & ZONING
Apply & Pay for Projects Online
Submit Files
View Meeting Dates
Drag and Drop Scheduling



SOLUTION CENTER / 311
Submit & Track Service Requests
Code Enforcement/311
Submit Photos
Real Time Dashboards
Call Center or Direct
Department Routing



PUBLIC WORKS
Asset Management
Labor, Inventory, Materials Cost Tracking
Real Time Work Order Dashboards
Drag and Drop Calendars

THE CITY OF SAN MARCOS

"With the City of San Marcos Texas being the fastest growing city in the U.S. for 3 years in a row, we are constantly studying how we can better utilize city resources to review and issue permits faster without cutting corners on the approval process. Implementing MGO has been a key tool in accomplishing our customer service goals"

- Kristy Stark, Assistant Director Planning & Development Services

www.mygovernmentonline.org 985.851.0760 / 1.866.957.3764 partnership@mygovernmentonline.org

SCPDC
South Central Planning & Development Commission

5058 W. Main St., Houma, LA 70360-4900 • P.O. Box 1870, Gray, LA 70359
Phone: (985) 851-2900 • Fax: (985) 851-4472

Parishes: Assumption • Lafourche • St. Charles • St. James • St. Mary • St. John • Terrebonne
Municipalities: Baldwin • Berwick • Franklin • Golden Meadow • Gramercy • Lockport • Lutcher • Morgan City • Napoleonville • Patterson • Thibodaux

MGO | MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

About Us

South Central Planning & Development Commission (SCPDC) is an Economic Development District (EDD) established in 1978 under Federal and State Law. In the wake of Hurricane Katrina in 2005, our member jurisdictions regionalized the permit process with SCPDC. This enabled us to create an automated suite of software applications that has grown into a multi-state offering.

MyGovernmentOnline (MGO) offers a complete system of everything that is needed to automate the Permits & Licensing process. Customer Portal web & mobile apps, digital plan review, work order management, project management, contractor licensing and renewals and much more. All of this is provided at no up front cost and only a low monthly fee once live. MGO is an enterprise fund within South Central Planning & Development Commission, a fellow permit office and government agency. Currently we work with hundreds of jurisdictions from over twenty-two states.

Services We Provide

PUBLIC WORKS - Custom modules for all divisions that allow for field inspections, asset tracking and many other customized features for things such as septic tracking, waste water, grease interceptors and more. Full Time, Materials and Labor cost tracking. Map based issue creation and reporting.

GPS AND ASSET TRACKING - Ability to track any asset on a map, GPS and RFID tracking, work orders on the asset.

FACILITIES - Ability to track different facilities, set automated service alerts, track work orders on maintenance and repair items.

FLEET MAINTENANCE - Service Request, Inventory Management, Automated Service Alerts and Billing. Integrated with GPS for automated odometer and engine hour alerts. Shows vehicle complete service history.

PROPERTY MANAGEMENT - Adjudicated Property Tracking, other special property tracking such as “Lot Next Door” or other types of special property programs.

Code Enforcement Complaints – Property information, Complaint types, Complainant information, Complaint description, inspections, violations, actions, images/PDFs, violation notices, accusatory and court documents, reports, QR codes, work orders for abatements, abatement fees, dates, times, etc.

GIS Integration – Owner information, tax parcel numbers, address, user defined fields (year built, construction type, occupancy load, occupancy class, zoning district, historic districts, flood plains, square footage, sprinklers, fire alarms, elevators, emergency plans, etc.), images/PDFs, number of buildings, number of permits Open/Closed, number of Fire inspections Open/Closed, number of Complaints, Open/Closed, additional contacts, reports, QR codes, dates, times, etc.

Training & Support – Customer and City staff member phone and email support – No cost.
On-site training visits – costs are reimbursement for travel expenses plus a 10% administrative fee. Recommended to budget $2,000 - $2,500 per trip.

Jeff Naquin	David Hanagriff	Steve Nosacka	Archie Chaisson	Kevin Belanger
Chairman	Vice-Chairman	Treasurer	Secretary	CHIEF EXECUTIVE OFFICER
Police Juror	Parish President	Mayor	Parish President	
Assumption Parish	St. Mary Parish Council	Town Of Gramercy	Lafourche Parish Council	

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MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Service Quote

Date: 01/27/2025

Customer:

City of Duncanville
330 Shady Trail
Duncanville, TX 75137
(972) 780-5016

Description	Amount
GIS Integration Monthly Fee	$230.00

Other Fees:

- On-Site Visits: Reimbursement of lodging, transportation and meals, plus a 10% administrative fee. Estimated cost of $2,000 - $2,500 per trip.
- Historic Data Imports: Imports requiring 30 hours of staff time or less free of charge. Imports requiring more than 30 hours of analyst time is subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

Jeff Naquin
Chairman
Police Juror
Assumption Parish

David Hanagriff
Vice-Chairman
Parish President
St. Mary Parish Council

Steve Nosacka
Treasurer
Mayor
Town of Gramercy

Archie Chaisson
Secretary
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MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Service Quote

Date: 01/27/2025

Customer:
City of Duncanville
330 Shady Trail
Duncanville, TX 75137
(972) 780-5016

Description	Amount
Public Works: Streets	$486.08
Public Works: Traffic	$486.08
Public Works: Utilities	$486.08
Public Works: Neighborhood Services	$486.08
Public Works: Building Maintenance	$486.08
Public Works: Engineering	$486.08
Total One Time Fees:	$0.00
Total Monthly Fees:	$3,146.48
GPS for 50+ units. Free Fleet Management included.	$20 per unit/ per month

Jeff Naquin
Chairman
Police Juror
Assumption Parish

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Vice-Chairman
Parish President
St. Mary Parish Council

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Mayor
Town of Gramercy

Archie Chaisson
Secretary
Parish President
Lafourche Parish Council

Kevin Belanger
CHIEF EXECUTIVE OFFICER

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Council to receive a briefing on a request from Councilmember Koontz to add the Charles F. Ladd Nature Preserve to the City's Park Code of Ordinances Section 12B

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.**
- **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:
Doug Finch, City Manager on behalf of Councilmember Koontz

BACKGROUND/HISTORY:
The proposed action would designate the Charles F. Ladd Nature Preserve as a "Nature Preserve" park under the City of Duncanville's Parks Ordinance. The primary purpose of the preserve is to protect and maintain the natural environment, specifically wildlife, plant habitats, and natural resources, for both current and future generations. This area is set aside for passive recreation and environmental education and shall remain in a natural or undeveloped state, with activities limited to those that support the conservation and protection of the area's resources.

POLICY EXPLANATION:
This item has not yet been presented to the Parks Committee for consideration, and is being advanced at Councilmember Koontz's request for City Council discussion.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
Chapter_12B___PARKS.amendment.03182025
Ord. No. 2486R - Scrivener_s Error Correction - Nature Preserve Zoning and Land Use
Ord. No. 2485 - Amending Zoning District - Land Use

Chapter 12B PARKS[1]

[1]Cross reference(s)—Administration, ch. 2; animals and fowls, ch. 4; buildings and building regulations, ch. 5; fire prevention and protection, ch. 9; miscellaneous offenses and provisions, ch. 12; zoning, app. A; subdivision regulations, app. B.

Sec. 12B-1. Definitions.

For the purpose of this chapter, the following terms, phrases, words and their derivatives shall have the meaning given therein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Alcoholic beverage shall mean alcohol in any beverage containing more than one-half of one percent of alcohol by volume which is capable of use for beverage purposes, either alone or when diluted.

Amplified sound means music or speech projected or transmitted by artificial means, including but not limited to, amplifiers, loudspeakers, or any similar devices, but not including automobile or portable AM/FM radios, cassette or tape players.

Assembly means a company of persons gathered for deliberations, legislations, worship or entertainment.

Athletic field means any area of a park designated as a league game field or designated for the playing of a sport including but not limited to soccer, baseball, or softball.

Department means the city department of parks and recreation.

Director means the director of the parks and recreation department, or his authorized representative.

Parade means gathering of persons for public procession.

Park means any land held, used, owned, maintained or acquired by the city for use as a public park, recreation or playground area, and any building or facility thereon, whether or not such areas have been formally dedicated to such purpose.

Parking area means any portion of any park or any park road or drive designated by the director for the parking of vehicles.

Permit means written permission from the director to carry out a given activity in a park.

Special event means an event for which a permit has been issued under art. XII-A, section 6 of the city's zoning ordinance, including the following: a temporary event, or gathering, including a special event parade, using either private or public property, which involves one or more of the following activities, except when the activity is for construction or house moving purposes only:

(1) Closing a public street;

(2) Blocking or restriction of public property;

(3) A gathering of more than 250 persons on public property;

(4) Sale of merchandise, food, or beverages on public property or on private property where otherwise prohibited by ordinance;

(5) Erection of a tent on public property, or on private property where otherwise prohibited by ordinance;

(6) Installation of a stage, band shell, trailer, van, portable building, amusement rides, grandstand or bleachers on public property, or on private property where otherwise prohibited by ordinance;

(7) Placement of portable toilets on public property, or on private property where otherwise prohibited by ordinance; or

(8) Placement of temporary "no-parking" signs in a public right-of-way.

Preserve, Nature Preserve, or Preserve Use shall mean an area designated to remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources, to provide for passive

recreation and environmental education and to provide publicly and privately owned parcels for permanent open space or preservation purposes, including passive recreation, wildlife habitat, ecological, geological, and historical preservation, water quality protection, science education, nature observation, and continuity of aesthetic open space and natural area buffering. (Ord. No.2023-2486)

Vehicle includes any wheeled device of conveyance, propelled by motor or engine. The term shall include any trailer of any kind, size or description. Exception is made for vehicles in the service of the city.

(Ord. No. 832, § 1, 6-15-81; Ord. No. 1738, §§ 1, 2, 7-17-01; Ord. No. 2250, § 1, 6-2-15)

Cross reference(s)—Rules of construction generally, § 1-3.

Sec. 12B-2. Buildings and other property.

It shall be unlawful for any person to construct or erect any building or structure of any kind, whether permanently or temporarily, upon any city park without the express, prior written consent of the director.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-3. Protection of wild animals.

It shall be unlawful for any person in any city park to do or cause to be done any of the following without first obtaining a permit from the director:

(a) Capture, attempt to capture, hunt, molest, injure, trap or administer or set out any trap or harmful substance for any wild or domesticated animal, reptile, bird or fish, or remove or have in his possession the young, eggs or nest of any animal, reptile or bird, except:

1. Any person may kill on sight any reptile known to be deadly or poisonous; and,
2. Any person shall be permitted to fish for and remove from the lakes at any city park any fish that they may catch on a fishing pole line.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-4. Camping.

No person shall camp overnight in a park except in a designated area. No person shall camp overnight in a park without first obtaining a camping permit from the director.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-5. Fires.

(a) No person shall start or maintain, in any park, any outdoor fire except for cooking fires which shall be started and maintained only in a provided stove, fireplace, barbecue pit or in a portable camp stove.

(b) No person starting or maintaining any fire in a park shall leave the fire unattended without first completely extinguishing the fire.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-6. Animals and pets.

(a) It shall be unlawful and an offense for any person to:

(1) Ride a horse or other animal in a park except in areas or on paths or trails designated by park rules and regulations for equestrian use.

(2) Permit any dog owned or possessed by him to run at large in a park. The term "running at large" shall have the meaning ascribed in section 4-10 of this Code.

(3) Abandon any animal in a park.

(b) It shall be unlawful and an offense for any person to ride any animal within a park when such animal is not properly restrained and ridden with due care.

(c) No animal shall be allowed to go unattended within a park.

(d) It shall be unlawful and an offense for any person to allow or permit an animal, as defined in section 4-10 of this Code, to enter gravel or wood fiber play areas in any park within the city without first obtaining a permit from the director.

(e) It shall be a defense to a prosecution for a violation of this section if the animal is a support animal accompanying a person with a disability. A "support animal" as used in this section is any animal that is accompanying a person with a disability for the purpose of aiding and assisting such person."

(Ord. No. 832, § 1, 6-15-81; Ord. No. 1376, § 1, 4-4-94; Ord. No. 2020, § 1, 4-3-07)

Sec. 12B-7. Vehicle operation within parks.

(a) The maximum lawful prima facie speed limit in all parks shall be 15 miles per hour.

(b) It shall be unlawful and an offense for any person to drive or operate any motor vehicle, including without limitation, automobiles, motorcycles and motor bikes, within a park:

(1) Except on paved streets or roadways designated for traffic or in designated parking areas of such park; or

(2) At a speed greater than 15 miles per hour.

(c) It shall be unlawful for any person to drive, use, operate, park or stop any motor vehicle at any place in a park in such a manner as to endanger or interfere with the lawful traffic or use of park roads or parking lots or in such a condition as to endanger or interfere with lawful traffic or use of park roads or parking lots.

(d) It shall be unlawful for any person to stop, stand, or park any motor vehicle, including without limitation, automobiles, motorcycles and motorbikes, except in designated parking areas; or to fail to park the entire motor vehicle within the limit lines of a designated parking stall, where such lines have been provided.

(e) If a motor vehicle is parked or left in violation of this section and the owner or operator of the vehicle cannot be found, police may remove or impound the vehicle, or the vehicle may be removed in accordance with this Code.

(f) If a vehicle is found unattended or unoccupied in a park in violation of any provision of this chapter, the fact that such vehicle is unattended or unoccupied by any person shall be prima facie evidence that the owner unlawfully stopped, placed or parked such vehicle. The records of the state highway department or the county highway license department showing the name of the person to whom state highway license plates were issued shall constitute prima facie evidence of ownership by the person therein named.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-8. Prohibited acts.

(a) It shall be unlawful for any person at any time in any park to possess or use a glass container.

(b) Except where otherwise permitted in accordance with a special event alcohol permit issued in accordance with section 12-205, or in accordance with the city alcohol policy as part of an approved "rental with alcohol service" of a city facility, it shall be unlawful for any person or persons to possess or consume any alcoholic beverage in the limits of any park within the city.

(c) It shall be unlawful and an offense for any person to swim or use or operate a boat in any lake in Southside or Lakeside city parks or any other park owned by the city.

(d) It shall be unlawful for any person to place or permit to be placed in trash receptacles or containers any garbage, trash, debris, or other wastes not accumulated during the course of normal park activities.

(e) Within the limits of any park within the city, it shall be unlawful for any person to drive or hit golf balls.

(Ord. No. 832, § 1, 6-15-81; Ord. No. 1141, § 1, 12-7-87; Ord. No. 2250, § 1, 6-2-15; Ord. No. 2309, § 3, 4-4-17)

Sec. 12B-9. Charles F. Ladd Nature Preserve.

(a) The Charles F. Ladd Nature Preserve is hereby designated as a preserve park within the City of Duncanville to be protected and maintained in its natural state for the enjoyment and benefit of current and future generations. The purpose of this preserve is to support the conservation of native wildlife, plant species, and natural resources, while providing opportunities for environmental education, nature observation, and passive recreation.

(b) The preserve shall remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources. The goal is to provide a sanctuary for wildlife and plant species, allowing them to thrive in their natural environment.

(c) The preserve will be used primarily for passive recreation, such as walking, bird watching, and environmental education. Activities within the preserve will be limited to those that have minimal impact on the natural state of the land and its resources.

(d) The preserve shall include low-impact infrastructure, consistent with the Charles F. Ladd Nature Preserve Master Plan (2025), that supports passive recreation and environmental education. This may include trails, observation areas, educational signage, and natural buffers. All improvements will be designed to minimize disruption to the natural environment.

(e) Violations of the regulations governing the Charles F. Ladd Nature Preserve, including unauthorized activities or destruction of natural resources, will be subject to enforcement in accordance with city and park ordinances.

Sec. 12B-~~9~~10. Closed areas.

(a) Any section or part of any park may be declared closed to the public by the director at any time and for an interval of time, either temporarily or at a regular stated interval (daily or otherwise) and either entirely or for certain uses, as the director shall find reasonably necessary for the protection of public health or safety, or for park maintenance.

(b) Any athletic field in any park may be declared and used exclusively for league game use only and may be closed to the public by the director at any time and for any interval of time, either temporarily or at a regular stated interval (daily or otherwise), as the director shall find reasonably necessary.

(c) It shall be unlawful for any person to use or be present in any closed area at any time unless authorized by the director. It shall be unlawful for any person to use, occupy or be present on any athletic field or league game field at any time (1) without first having applied for and been issued a permit from the director, or (2) not being a participant in a league and being actively engaged in league play or activities directly related thereto for which a permit has been issued by the director.

(Ord. No. 1738, § 3, 7-17-01)

Sec. 12B-~~10~~11. Permits required.

In addition to any other provision of this chapter that requires the obtaining of a permit prior to engaging in a given activity, it shall be unlawful for any person in a park to conduct, operate, present, manage or take part in any of the following activities unless a permit is obtained from the director prior to the start of such activity:

(1) Any organized team or league sports activity.

(2) Any exhibit, music event, play, motion picture.

(3) Any assembly or parade.

(4) Any use of amplified sound equipment.

(5) Any sale of food, drinks or goods.

(6) Any park use between 11:30 p.m. and 5:00 a.m. except the following public through streets:

a. South Alexander Avenue.

b. Hill City.

c. Steeger Drive.

(7) Cutting and removal of any dead trees.

(8) Charging or collecting fees or donations.

(9) Use of any athletic field in any park designated for league game use only.

(10) Use of any park property for a special event.

Permits required by this section shall be posted in the area where the activity is conducted or produced and exhibited upon demand of any law enforcement officer or any authorized park employee.

(Ord. No. 832, § 1, 6-15-81; Ord. No. 1283, § 1, 1-6-92; Ord. No. 1738, § 4, 7-17-01; Ord. No. 2250, § 1, 6-2-15)

Sec. 12B-~~11~~12. Application procedure.

Any person seeking the issuance of a permit to carry on an activity in a park shall file an application with the director. The application shall contain the following:

(1) The name, address and telephone number of the person or organization applying for the permit, and if an organization, its officers.

(2) The exact nature of the use or activity for which the permit is being sought.

(3) The day and hours for which the permit is desired.

(4) The part and the portion of the park desired to be used to carry out the proposed use or activity.

(5) An estimate of the anticipated attendance.

(6) Any other information that the director finds to be reasonably necessary.

Application shall be filed with the director for consideration not less than two days nor more than 365 days before the date of the proposed use or activity. Emergency requests for permit may be submitted and considered at the director's discretion. The park director shall evaluate the application and render a decision on the request.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-~~12~~13. Standards for issuance of permit and procedures.

(a) A permit shall be issued unless the director finds:

(1) That the proposed activity or use of the park will unreasonably interfere with the general public use and enjoyment of the park; or,

(2) That the proposed activity or use of the park will unreasonably interfere with the public health, safety or welfare; or,

(3) That the facilities desired have been reserved for another activity or use at the day and hour requested in the applications; or,

(4) That false or misleading information is contained in the application or required information is omitted; or,

(5) That the event would violate any federal, state or municipal law.

(b) The director may impose reasonable conditions or restrictions on the granting of a permit, including, but not limited to, any of the following:

(1) Restrictions on fires, fireworks, amplified sound, sports, use of animals, equipment or vehicles, the number of persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk of unreasonable harm to the use and enjoyment of the park property.

(2) A requirement that the applicant post a reasonable deposit of security for the repair of any damage to park property or the cost of cleanup, or both.

(3) A requirement that the applicant pay a reasonable fee to defray the cost of furnishing adequate security forces by the city at the proposed use or activity.

(4) A requirement that the permittee furnish additional sanitary and refuse facilities that might be reasonably necessary, based on the use or activity for which the permit is being sought.

(c) Permits shall not be transferable without the written consent of the director.

(d) Within four days after hearing on the application, the park director shall apprise an applicant in writing of his approval or of reasons for refusing a permit or of any conditions attached to the issuance of the permit. Any person aggrieved by the decision of the director shall have the right to appeal in writing within six days to the city council, which shall consider the application under the standards set forth herein, and sustain or overrule the director's decision at the next regularly scheduled council meeting.

(e) The director or city manager shall have authority to provide for use of park property for a special event outside of the curfew hours established in section 12B-15. Unless otherwise provided in the permit issued by

the director or special event permit issued by the city manager, a permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in his permit.

(f) The person to whom a permit is issued shall be liable for any loss, damage, or injury to persons or property whatsoever by reason of the negligence of the person to whom such permit is issued, his or its agents, officers or employees.

(g) The director shall have authority to revoke a permit upon a finding of violation of any rule, ordinance, state or federal law, or upon the violation of any condition or restriction under which the permit was issued. The right of appeal procedure set out in (d) above shall apply to any person aggrieved by any such revocation.

(Ord. No. 832, § 1, 6-15-81; Ord. No. 2250, § 1, 6-2-15)

Sec. 12B-~~13~~14. Interference with users of permits.

It shall be unlawful for any person to prevent, disturb or unreasonably interfere with any other persons occupying any area or participating in any lawful activity permitted within the park.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-~~14~~15. Injury to trees, shrubs, fences, etc.

It shall be unlawful for any person to cut, break, deface or in any way injure the trees, shrubs, plants, grass, turf, fountains, seats, fences, structures, improvements, ornaments or monuments or property, within or upon any of the public parks.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-~~15~~16. Park curfew hours.

No person shall occupy, remain, use or be present within Alexander Park, Armstrong Park, Harrington Park, Lakeside Park, or Lions Park after 11:30 p.m. and before 5:00 a.m. without having been issued a valid permit authorizing the use of the park during the curfew hours specified in the permit. No person shall occupy, remain, use or be present within Charles F. Ladd Nature Preserve, Chris Paris Park, Nichols Park, Oriole Park, Penn Springs Park, Pyburn Park, Quail Run Park, Red Bird Park, Rotary Park, or Willow Run Park after 10:00 p.m. and before 5:00 a.m. without having been issued a valid permit authorizing the use of the park during the curfew hours specified in the permit. It shall be an affirmative defense if the person is operating a motor vehicle on the following public through streets: South Alexander Avenue, Hill City, or Steger Drive.

(Ord. No. 1938, § 1, 8-16-05)

ORDINANCE NO. 2486R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CORRECTING THE EXECUTION AND PUBLICATION OF ORDINANCE 2486 PURPORTED ADOPTED JULY 18, 2023, BY REPEALING SAID ORDINANCE 2485, AND AMENDING ORDINANCE 2486 BY READOPTING AND REPUBLISHING AS ORDINANCE 2486R; PROVIDING FOR REPEALING CLAUSE; PROVIDING FOR SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas desired to amend the Comprehensive Zoning Ordinance by adding a Nature Preserve District, providing for a definition, and providing for regulations; and

WHEREAS, the City of Duncanville also desired to amend the Comprehensive Zoning Ordinance by adding a Nature Preserve Land Use, providing for a definition, and providing for regulations; and

WHEREAS, the City Council of the City of Duncanville adopted Ordinance Nos. 2485 and 2486 as amended at the City Council Regular Meeting held on July 18, 2023; and

WHEREAS, a scrivener's error exists in that a draft ordinance of No. 2485, which was presented to the City Council but amended by Council during deliberations, was mistakenly published without the included changes; and

WHEREAS, Ordinance No. 2486, as published, represents a combination of the two ordinances adopted as amended by the City Council; and

WHEREAS, the City Council desires to provide clarity on the intent of the creation the the Nature Preserve Zoning District, definition, and regulations; and

WHEREAS, the City Council desires to provide clarity on the intent of the creation of the Nature Preserve Land Use, definition, and regulations.

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

SECTION 1. This Ordinance shall correct the execution of Ordinance 2485 by repealing in its entirety and readopting Ordinance No. 2486 as Ordinance No. 2486R, which is adopted and republished as set for in the attached Exhibit "A"; and, thereby amends the Comprehensive Zoning Ordinance and the Code of Ordinances as recited therein.

SECTION 2. The error, as hereby corrected herein shall be published as Ordinance 2486 and 2486R, from the date of this ordinance is hereby republished and readopted as if adopted on July 18, 2023; and, that any interpretation or conflict with the corrected ordinance, text, or this ordinance is repealed.

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

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

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

ORDINANCE NO. 2023-2486

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A 'ZONING ORDINANCE', ARTICLE II 'ZONING DISTRICTS', SECTIONS 2.01 'SPECIAL ZONING DISTRICTS' BY ADDING SUBSECTION C 'NATURE PRESERVATION DISTRICT (NP); BY AMENDING ARTICLE III. 'LAND USES', SECTION 3.03 'PERMITTED USE CHART', BY AMENDING ARTICLE III 'LAND USES', SECTION 3.04 'ADDITIONAL USE REGULATIONS' BY ADDING SUBSECTION H 'NATURE PRESERVATION USES'; BY AMENDING ARTICLE VII 'DEFINITIONS', SECTION 7.02 'LAND USE TERMS', SUBSECTION C 'EDUCATIONAL, INSTITUTIONAL, PUBLIC, AND SPECIAL USES' BY ADDING DEFINITION 'NATURE PRESERVATION OR PRESERVE USE"; BY AMENDING ARTICLE VII 'DEFINITIONS', SECTION 7.03 'KEY TERMS' BY ADDING DEFINITION 'NATURE PRESERVATION OR PRESERVE USE'; PROVIDING A PENALTY CLAUSE; SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to amend its Zoning Ordinance in the Code of Ordinances; and

WHEREAS, the City Council of the City has determined that amending said sections of the Code of Ordinances promotes safety, and welfare of the city and its residents.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article II 'Zoning Districts', Section 2.05 'Special Zoning District', Subsection 'C' to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions . . . . .

Article II. - Zoning Districts

Sec. 2.01. Zoning districts established.

. . . . .

Sec. 2.05. Special zoning districts

A. . . . . .

. . . . .

Exhibit A

C. Nature Preservation District (NP)

1. Purpose.

To provide publicly or privately owned real property for permanent open space or preservation purposes and would require limitations or affirmative obligations designed to protect natural, scenic or open space including passive recreation, wildlife habitat, ecological, geological, and historical preservation, water quality protection, air purification, science education, nature observation, and continuity of aesthetic open space and natural areas; and, to minimize or constrain the impact of human activity to protect nature and flora and animal species. Such preserved area will not generally contain manmade facilities or improvements but may contain such improvements that directly support passive recreational activities and provide minimal impact on natural conditions of the real property.

2. Regulations.

Any such use shall provide for the development regulations which is limited to low impact, regenerative and open-air amenities to passive recreation and environmental education, shall be limited to the following:

a) Publicly or private owned Open Natural Areas, open air, shelter or amphitheater or gathering spots
b) Conservation area or easement
c) Permeable materials for paths and trails, including foot bridges and pedestrian way links
d) Location, design of other passive improvements as set forth herein
e) Open Space Uses, which establish, use and maintenance of land in its natural state or the provision of such uses which are compatible with the natural state and environment.
f) Other uses and structures consistent or incidental to the stated purpose of the nature preserve district do not in conflict with the above permitted uses, but in no event shall contain any facilities or structure improvements for sporting events, metal or other man-made material structures including but not limited skateboard surface and parkour elements that are constructed or manufactured for traditional use of public parks such as playground equipment, tennis court, basketball courts, backstops, exercise equipment and other.
g) Buffering, berms or other natural elements for visual or sound mitigation which will not purpose conflict or degrade of the nature preserve stated purpose.
h) Parking areas or driveway and points of ingress or egress with only permeable surfaces
i) Motorized vehicular, bicycles, velocipede, scooters, skateboards access shall be prohibited except emergency vehicles, City of Duncanville projects and activities consistent with the goals and objectives of the protection of the nature area.

Exhibit A

j) Signage, benches, buffering and boundaries must be noninvasive and consistent of materials compatible with and similar in appearance to the natural features of the land by using only use of low impact, regenerative and/or open-air amenities for passive recreation and environmental education.
k) Establish hours of operation
l) Designate points of public access construction with only permeable surfaces

"

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article III 'Land Uses', Section 3.03. 'Permitted use chart' to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions

. . . . .

Article III. – Land Uses

Sec. 3.01. Uses permitted by district.

. . . . .

Sec. 3.03. Permitted use chart.

Land Use	C	I	CMS	GMS	UL	NP
Recreational and Entertainment Uses						
. . . . .						
Amusement, Indoor	•	•	•	•	○	
. . . . .						
Nature Preservation						•
Park, Private . . . . ."	•	•	•	•	•	

SECTION 3. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article III 'Land Uses', Section 3.04. 'Additional Use Regulations' by adding subsection H, to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions

Exhibit A

. . . . .

Article III. – Land Uses

Sec. 3.01. . . . .

. . . . .

Sec. 3.04. Additional Use Regulations.

The following requirements correspond to each use as designated within the "Additional Regulations" column of Section 3.03. Permitted Use Chart.

A. Residential uses.

. . . . .

H. Nature Preservation Uses within such areas are subject to the defined regulations as allowed and defined in Article II Zoning District, Section 2.05(C)(2), as follows:

1. Open space to remain in its natural and undeveloped states.
2. Path trails, foot bridges and pedestrian areas
3. Passive signage identified flora species
4. Maintenance requirements
5. Low impact fence on non-pedestrian areas
6. Buffering, berms, and natural elements for visual or sound mitigation
7. Parking areas
8. Boundary fencing
9. Designation of hours of operation"

SECTION 4. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article VII 'Definitions', Section 7.02. 'Land use terms', Subsection C 'Educational, Institutional, Public, and Special Uses", by adding definition for "Nature Preservation or Preserve Use", to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions

. . . . .

Article VII. – Definitions

Sec. 7.01. – General . . . . .

Sec. 7.02. – Land Use Terms.

The following terms are the land use types that correspond to Section 3.03. Permitted Use Chart.

A. Residential uses.

. . . . .

C. Educational, Institutional, Public, and Special Uses

Adult Day Services

. . . . .

Medical, Urgent Care Facility

Facilities other than hospitals where patients are admitted for non-emergency examinations . . . .

Nature Preservation or Preserve Use

Shall mean an area designated to remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources, to provide for passive recreation and environmental education and to provide publicly and privately owned parcels for permanent open space or preservation purposes, including passive recreation, wildlife habitat, ecological, geological, and historical preservation, water quality protection, science education, nature observation, and continuity of aesthetic open space and natural area buffering.

Place of Worship

. . . . ."

SECTION 5. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article VII 'Definitions', Section 7.03. 'Key Terms', Subsection C 'Terms N-Q" by adding definition for "Nature Preservation or Preserve Use", to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions

. . . . .

Article VII. – Definitions

Sec. 7.01. – General . . . . .

Exhibit A

. . . . .

Sec. 7.03. – Key Terms

A. Terms A-C

. . . . .

C. Term N-Q

Nature Preservation or Preserve Use

Shall mean an area designated to remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources, to provide for passive recreation and environmental education and to provide publicly and privately owned parcels for permanent open space or preservation purposes, including passive recreation, wildlife habitat, ecological, geological, and historical preservation, water quality protection, science education, nature observation, and continuity of aesthetic open space and natural area buffering.

Neighborhood Transition Zone

. . . . ."

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 8. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 9. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 10. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases

provides.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

ORDINANCE NO. 2485

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A 'ZONING ORDINANCE', ARTICLE II 'ZONING DISTRICTS', SECTIONS 2.01 'SPECIAL ZONING DISTRICTS SUBSECTION C 'CONSERVATION OPEN SPACE DISTRICT (COD); BY AMENDING ARTICLE III. 'LAND USES' SECTIONS 3.03 'USE CHART', 3.04 'ADDITIONAL USE REGULATIONS', BY AMENDING ARTICLE VII 'DEFINITIONS'; PROVIDING A PENALTY CLAUSE; SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to amend its Zoning Ordinance in the Code of Ordinances; and

WHEREAS, the City Council of the City has determined that amending said sections of the Code of Ordinances promotes safety, and welfare of the city and its residents.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article II 'Zoning Districts', Section 2.05 'Special Zoning District', Subsection 'C' to hereinafter read as follows:

"**Appendix A – ZONING ORDINANCE**

Article I. General Provisions . . . . .

Article II. - Zoning Districts

Sec. 2.01. Zoning districts established.

. . . . .

Sec. 2.05. Special zoning districts

A. . . . . .

. . . . .

C. Conservation open space district (COD)

1. Purpose. To provide publicly or privately owned real property for permanent open space or preservation purposes and would require limitations or affirmative obligations designed to protect natural, scenic or open space including passive recreation, wildlife habitat, ecological,

geological, and historical preservation, water quality protection, air purification, science education, nature observation, and continuity of aesthetic open space and natural areas; and, to minimize or constrain the impact of human activity to protect nature and flora and animal species. Such preserved area will not generally contain manmade facilities or improvements but may contain such improvements that directly support passive recreational activities and provide minimal impact on natural conditions of the real property.

2. Any such Designation Use shall provide for the development regulations which shall address the following:

a) Publicly or private owned Open Natural Areas
b) Conservation area or easement
c) Paths and trails, including foot bridges and pedestrian links
d) Location, design of other passive improvements
e) Open Space Uses, which establish, use and maintenance of land in its natural state or the provision of such uses which are compatible with the natural state and environment.
f) Low-impact structures that serve to restore and enhance ecological processes to public education.
g) Other uses and structures consistent or incidental to the stated purpose of the Greenspace/Preservation District not in conflict with the above permitted uses.
h) Buffering, berms or other visual or sound mitigation which will not purpose of the area in conflict.
i) Parking areas with approve natural permeable surfaces
j) Prohibit Motorized Vehicular access except emergency vehicles, City of Duncanville projects and activities consistent with the goals and objectives of the Greenspace/Preservation District.
k) Boundary fences and signage.
l) Establish hours of operation
m) Designate points of public access

"

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article III 'Land Uses', Section 3.03. 'Permitted use chart' to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions

. . . . .

Article III. – Land Uses

Sec. 3.01. Uses permitted by district.

. . . . .

Sec. 3.03. Permitted use chart.

a) Passive nature areas
b) Educational facility
c) Ecological / environmental / research facility
d) Parking lot or public gathering space with preamble vehicle and pedestrian areas
e) Open space / nature areas

	COD
Residential Uses (none)	
. . . . .	
Accessory Uses	
Outdoor Display	o
Wind energy	o
Educational, ...	
Community Center Public	o
Public Facility Use	o
Research and Development	•
School,	•
College School Public	•
Recreational	
Amusement, Outdoor (Temporary)	
Park, Public	o
Retail (none)	o
Commercial (none)	o
Automobile (none)	

"

SECTION 3. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article III 'Land Uses', Section 3.04. 'Additional Use Regulations' by adding subsection H, to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions

. . . . .

Article III. – Land Uses

Sec. 3.01. . . . .

. . . . .

Sec. 3.04. Additional Use Regulations.

The following requirements correspond to each use as designated within the "Additional Regulations" column of Section 3.03. Permitted Use Chart.

A. Residential uses.

. . . . .

H. Conservation Uses

1. Open space nature areas
2. Path trails, foot bridges and pedestrian areas
3. Passive signage identified flora species
4. Maintenance requirements
5. Low impact fence on non-pedestrian areas
6. Buffering, berms, and sound mitigation
7. Parking areas
8. Boundary fencing
9. Designation of hours of operation"

SECTION 4. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Appendix A – Zoning Ordinance, Article VII 'Definitions', Section 7.02. 'Land use terms' by adding subsection H, to hereinafter read as follows:

"Appendix A – ZONING ORDINANCE

Article I. General Provisions

. . . . .

Article VII. – Definitions

Sec. 7.01. – General . . . . .

Sec. 7.02. – Land Use Terms.

The following terms are the land use types that correspond to Section 3.03. Permitted Use Chart.

A. Residential uses.

. . . . .

C. Conservation Area, Environmental: shall mean land area of real property in its natural state conserving or protecting natural resources and/or environmental quality which protect quality or quantity of ground water, surface water, fisheries, vegetative community or wildlife habitats, minerals with natural historical or aesthetic significance."

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 7. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 18th day of July 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, Interim City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
TM 133862

CITY OF DUNCANVILLE TEXAS

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Council Briefing and Discussion. An issue has been raised by Councilmember Koontz regarding the impact of warehouse operations near residential properties on Crestside Drive, including safety concerns related to truck traffic and residential disruption. Councilmember Koontz is requesting Council discuss the matter.

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager at the request of Councilmember Koontz

BACKGROUND/HISTORY:
Discussion Points:

1. **Impact of Warehouse Operations on Crestside Drive:**
   - Trucks parking and attempting to back into a nearby industrial commercial facality, blocking traffic and causing safety risks for residents, especially along Crestside Drive.
   - Residents report safety hazards, including trucks pulling into private driveways and the potential damage to personal property and infrastructure. Concerns raised about blocking emergency vehicle access due to large trucks occupying the street for extended periods of time
2. **Discussion Request by Councilmember Koontz:**
   Councilmember Koontz has requested that the City Council discuss the situation and explore potential solutions, including:
   Improved signage and further measures to control the flow of trucks. Possible buffering or barriers to protect residents from the impacts of large truck traffic. The goal is to alleviate the ongoing issues and find ways to mitigate the impacts on residents' safety and quality of life.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Audit firm Patillo, Brown, & Hill will provide a presentation on the FY 23-24 Independent Audit, Annual Comprehensive Financial Report, and Single Audit

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:
Richard Jackson, Managing Director of Fiscal Services/CFO

BACKGROUND/HISTORY:
While there is a resolution also on the City Council agenda for the March 18, 2025 meeting requesting City Council to acknowledge receiving the 2024 ACFR report, the firm who audited the City's financial data -- Pattillo, Brown, & Hill LLP -- will give a presentation to City Council on the audit. Also, it is a desire to discuss the audit being completed on time for the first time in four years, as well as the City staff that helped accomplish this result

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Allow Pattillo, Brown, & Hill LLP to provide presentation on the FY 23-24 Independent Audit, Annual Comprehensive Financial Report, and Single Audit

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, March 4, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, March 4, 2025, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Karen Cherry-Brown
Mayor Greg Contreras
Councilmember Kyle Pennebaker

COUNCIL ARRIVING AT:
Mayor Pro Tem Jeremy Koontz arrived at 6:01 p.m.
Councilmember Don McBurnett arrived at 6:04 p.m.

COUNCIL ABSENT:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Contreras read the item into the record, and City Manager Finch reviewed each item.

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

The Briefing Session was adjourned at 7:01 p.m.

A. ***City Council to receive a briefing on a proposed trash/recycling cart pilot project with Republic Waste Services***

Presented by Interim Assistant City Manager Kevin Hugman. He discussed three areas considered for the pilot program and asked the council to consider two of the three areas to provide the most variety of homes. Christy Green and staff from Republic Services were available to answer questions. Mayor Contreras asked about the survey and the screening of the carts. Kevin stated that during the pilot period, we will not be enforcing that part of the ordinance as we do not know if the program will be fully implemented and do not want homeowners to incur a cost for screening the carts. He also discussed the Door-Side Assistance Program and asked about the qualifications for the service. Ms. Green added that there is no qualification for homes in District 5 with steep driveways, and the city would determine the criteria for door-side assistance. Councilmember Pennebaker asked Republic Services to look at other areas in District 5 that have challenges in transporting carts to the street. Mayor Pro Tem Koontz suggested we look at District 3 or District 5 as areas for the pilot program. Councilmember McBurnett commended the city staff for being proactive on this issue. His concerns lay in the ordinances and the enforcement. Councilmember Veracruz would like to be able to put the trash out the night before or earlier on pickup day. The mayor suggested we look at ordinances from other cities that are currently using the carts. Councilmember Gooden asked about alleys and having to put the trash out front. Mr. Hugman stated that alley pickup costs more than curbside and could create problems with navigating the alleys.

B. ***Review proposed Joe V's Smart Shop sponsorship signage for Armstrong Park splash pad and pavilion.***

Presented by Parks and Recreation Director Bart Stevenson and Nichelle Sullivan, Public Affairs Manager, with Joe V's Smart Shop. The proposal is for a twenty-year sponsorship for $150,000 to be spread over three payments. Councilmember McBurnett asked how this originated. Mr. Stevenson stated that Joe V's came to us with the idea. Mr. Finch added that employees were asked to look for alternative sources of revenue. Councilmember Gooden

Draft

stated she loved the idea and thought this was great for the upcoming Cultural District in Armstrong Park. She also suggested this be presented to the Arts Commission. Councilmember Cherry-Brown also stated that she loved the idea and the presentation and applauded Joe V's for their support of Duncanville events. Councilmember Veracruz asked that some of the words be in Spanish to engage everyone in the community. Councilmember McBurnett stated that he thinks twenty years is too long. Mayor Pro Tem Koontz agreed that this should come before the Arts Commission and questioned if Duncanville businesses had shown interest. Mr. Stevenson stated he had not been approached by any other businesses regarding sponsorship.

C. ***Council to receive briefing on UNIDOS Community Engagement Program***
Presented by Police Chief Matt Stogner and Community Engagement Crime Prevention Officer Michelle Arias. The purpose of this program is to better engage with the Hispanic Community, as Duncanville is currently over forty percent Hispanic. The kick-off meeting is scheduled for March 11th at the Senior Center.

EXECUTIVE SESSION

No Executive Sessions were held.

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

The City Council convened into Regular Session in the Council Chambers at 7:08 p.m. with Mayor Contreras presiding.

Councilmember Veracruz delivered the Invocation.

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

1. REPORTS

A. ***Mayor's Report.***
Mayor Contreras did not have anything to report.

B. ***Councilmembers' Reports***
Councilmember McBurnett thanked everyone for the Black History Fireside Chat and the community for coming out for the District 2 Neighborhood Meeting. He also reviewed upcoming events in the community. Councilmember Cherry-Brown reminded citizens to refer to the website for events and the upcoming Neighborhood Meeting for District 4 on March 15th. Councilmember Pennebaker stated that the Comprehensive Master Plan survey is over, and we will be putting the numbers together. Councilmember Gooden stated we had the highest number of responses ever, with over 850 responses to the Comprehensive Plan survey. She also wished everyone a Happy Women's History Month.

C. ***City Manager's Report.***
City Manager Finch mentioned the wind damage this morning and thanked the Public Works staff and Police for their help in clearing the streets. The transition to Library System Services occurred this week, and he encouraged patrons to stop by and meet the Interim Library Director. The Budget Town Hall will be on March 6th at the Senior Center. He also encouraged everyone to visit the new Community Calendar on the website.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***A Proclamation recognizing March 2025 as Women's History Month.***

Read by Councilmember Cherry-Brown.

B. ***Presentation of the Keep Duncanville Beautiful Spring 2025 Business Beautification Award Plaque and Proclamation to Milke's Jewelers located at 106 S. Cedar Ridge Dr.***

Read by Assistant Director of Parks and Recreation Tyler Agee.

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C. ***Recognition of Keep Duncanville Beautiful Spring 2025 Curb Appeal Residential Properties.***

Read by Tyler Agee.

3. CITIZENS' INPUT

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

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

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

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

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

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

Erika Browning
442 E Cherry Street
Ladd Master Plan/trash pickup

Julie Steger
214 Meadow Creek
Listing is Texas magazine

Tangya Benson
813 Link Drive #47
Police department

Tabitha Brobston
343 Shorewood Drive
support of 5B

Robbie Robbins
343 Shorewood Drive
support of 5B

Mark Graham
410 Santa Fe Trail
Ladd Master Plan

4. CONSENT AGENDA

A. ***Consider the Minutes for the February 18, 2025, City Council Regular Meeting and January 23, 2025, and February 11, 2025, Special Called Meetings.***

Draft

B. ***Consider a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding an election on May 3, 2025, to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.***

RES 2025-424

C. ***Consider a Resolution approving an Interlocal Agreement between the City of Duncanville and the Ellis County District Attorney's (DA) Office; to obtain asset seizure fund created in compliance with Art. 59.08 of the Texas Code of Criminal Procedure for services as contained in the agreement for property awarded.***

RES 2025-429

D. ***Consider a Resolution awarding a bid and authorizing an agreement with Hydromax USA for valve and hydrant maintenance services through The Interlocal Purchasing System Contract 240501 for a one-year term, with the option to renew for up to four additional one-year terms in an estimated contract amount not to exceed $828,846.00 over the five years, subject to the exercise of contract renewals and City Council appropriation.***

RES 2025-430

Councilmember Don McBurnett made a motion to approve the consent agenda, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ***Take any necessary action as a result of the Executive Session.***
No Executive Session held.

B. ***Consider approval of Resolution 2025-431 adopting the Charles F. Ladd Nature Preserve Master Plan.***
Presented by Bart Stevenson. He thanked the members of the Ladd Master Plan Committee and Halff Associates for their work on the plan.

RES 2025-431

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

6. STAFF AND BOARD REPORTS

A. ***Monthly Financial Report as of January 31, 2025***
Presented by Budget Administrator Jennifer Otey.

B. ***City Council is to receive the Public Works Quarterly Report.***
Presented by Public Works Director Matt Bryant and Assistant Public Works Director Shahad Mohammed.

ADJOURNMENT

The meeting was adjourned at 8:04 p.m.

ATTEST:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Consider a resolution acknowledging receipt of the Independent Audit and Annual Comprehensive Financial Report provided by Pattillo, Brown, and Hill, LLP for the Fiscal Year ended September 30, 2024.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Richard Jackson, Managing Director of Fiscal Services and Chief Financial Officer
Don McBurnett, Audit Committee Chair

BACKGROUND/HISTORY:
Pattillo, Brown, & Hill, LLP, was contracted to perform an independent audit of the City's financial accounting. In addition to receiving the written report, the firm will provide a presentation on the audit and report at the March 18, 2025 meeting.

POLICY EXPLANATION:
Pattillo, Brown, & Hill, LLP provided their report to the Audit Committee on Thursday, March 6, 2025. The attachments to the staff report include:
1. Letter from the auditors
2. Annual Comprehensive Financial Report for year ended September 30, 2024
3. Single Audit Report
4. Representation letter from the City
5. Resolution 2025-446 acknowledgement of receipt of the independent audit and ACFR for year ended September 30, 2024

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Acknowledge receipt of the independent audit and Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2024.
2. Do not acknowledge receipt of the independent audit and Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2024.
3. Other actions as directed by Council.

ATTACHMENTS:

Required Communication with Governance 2024
Annual Comprehensive Financial Report 2024
Single Audit Report 2024
City of Duncanville Rep Letter_FY2024 ACFR_Signed
Resolution No. - 2025-439 - Acknowledgement of Fiscal Year 2023-24 Annual Comprehensive Financial Report and Independent Audit by Pattillo, Brown, & Hill, LLP - Pdf

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

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

We have audited the financial statements of the City of Duncanville, Texas (the "City"), as of and for the year ended September 30, 2024, and have issued our report thereon dated March 7, 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and, as appropriate, our firm have complied with all relevant ethical requirements regarding independence.

As a part of the engagement, we assisted in preparing the financial statements, schedule of expenditures of federal awards, and related note disclosures in conformity with U.S. generally accepted accounting principles and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (*Uniform Guidance*) based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Standards.*

In order to reduce threats to our independence caused by these nonaudit services to an acceptable level, we applied certain safeguards. These safeguards include a concurring review, which is a review of the financial statements and key audit areas that is performed by an individual who has adequate experience in audits of local governments, but who was not involved in this audit engagement. The concurring reviewer serves as an evaluator of the performance of the engagement team and the nonaudit services provided.

In addition, management assumed responsibility for the financial statements, related notes to the financial statements, schedule of expenditures of federal awards and any other nonaudit services we provided. Management acknowledged, in the management representation letter, our assistance with the preparation of the financial statements, related notes to the financial statements and schedule of expenditures of federal awards and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were overseen by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

Significant Risks Considered

We have identified the following significant risks during our audit process, which required special audit consideration. None of the risks below have resulted in a significant matter, finding, or issue.

Significant Risk Considered	Reason for Special Audit Consideration
Management override of controls	The risk that members of management could circumvent well-designed and effective internal controls.
Purchase cards	The City has issued multiple purchase cards to employees in a variety of roles throughout the City. This increases the risk of misuse.

Qualitative Aspects of the City's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note I to the financial statements. There has been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year.

No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

- Management's estimates of the useful lives of capital assets are based on the expected lifespan of the asset in accordance with standard guidelines. We evaluated the key factors and assumptions used to develop the estimates of useful lives in determining that they are reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.
- Management's estimate of the allowance for uncollectible receivables is based on historical collections. We evaluated the key factors and assumptions used to develop each of these allowances in determining that they are reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

- Management's estimates of the net pension liability and total OPEB liability are based on actuarial assumptions, which are determined by the demographics of the plan and future projections that the actuary makes based on historical information of the plan and the investment market. We evaluated the key factors and assumptions used to develop the net pension liability and total OPEB liability and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to the net pension liability and total OPEB liability. The disclosures in the financial statements are neutral, consistent, and clear.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. No such circumstances exist.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated March 7, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the City, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

Other Information Included in the Annual Comprehensive Financial Report

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the City's annual comprehensive financial report, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the other information and considered whether a material inconsistency exists between the other information and the financial statements, or if the other information otherwise appears to be materially misstated.

Our responsibility also includes communicating to you any information that we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

New Accounting Standards

The Governmental Accounting Standards Board (GASB) issued the following statements that become effective in subsequent fiscal years.

GASB Statement No. 101, *Compensated Absences* - The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will become effective for reporting periods beginning after December 15, 2023, and the impact has not yet been determined.

GASB Statement No. 102, *Certain Risk Disclosures* – The objective of this Statement is to provide users of government financial statements with information about risks related to a government's vulnerabilities due to certain concentrations or constraints that is essential to their analyses for making decisions or assessing accountability. This Statement will become effective for reporting periods beginning after June 15, 2024, and the impact has not yet been determined.

GASB Statement No. 103, *Financial Reporting Model Improvements* – The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues. This Statement will become effective for reporting periods beginning after June 15, 2025, and the impact has not yet been determined.

GASB Statement No. 104, *Disclosure of Certain Capital Assets* – The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets. This Statement requires certain types of capital assets to be presented separately in the note disclosures, including right-to-use assets related to leases, Subscription-Based Information Technology Arrangements, and public-private or public-public partnerships. Other intangible assets are also required to be presented separately by major class. Additional disclosures have also been required for capital assets held for sale. This Statement will become effective for reporting periods beginning after June 15, 2025, and the impact has not yet been determined.

Restriction on Use

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

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 7, 2025

CITY OF
DUNCANVILLE,
TEXAS

FISCAL YEAR ENDED
SEPTEMBER 30,

2024

ANNUAL COMPREHENSIVE FINANCIAL REPORT













Duncanville
City of Champions

ANNUAL COMPREHENSIVE FINANCIAL REPORT

OF THE

CITY OF DUNCANVILLE, TEXAS

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024

Prepared by:
Financial Services Department

CITY OF DUNCANVILLE, TEXAS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

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Duncanville
City of Champions

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INTRODUCTORY SECTION

Duncanville
City of Champions

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Douglas Finch
City Manager

March 7, 2025

The Honorable Mayor, Members of the City Council and Residents
City of Duncanville
Duncanville, Texas

The City Manager's Office and the Fiscal Services Department are pleased to submit the Annual Comprehensive Financial Report (ACFR) for the City of Duncanville, Texas, for the fiscal year ended September 30, 2024.

This report provides the City Council, City staff, our residents, our bondholders, and other interested parties with detailed information concerning the financial position and activities of the City of Duncanville. Responsibility for the accuracy of the presented data, and the completeness and fairness of the presentation, including all disclosures, rests with the City.

To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is organized in a manner designed to fairly present the financial position and results of operations of the City as measured by the financial activity in our various funds. We also believe all disclosures necessary to enable the reader to fully understand the City's financial affairs are included.

Pattillo, Brown & Hill, LLP, Certified Public Accountants, have issued an unmodified ("clean") opinion on the City of Duncanville's financial statements for the year ended September 30, 2024. The independent auditor's report is located at the beginning of the financial section of this ACFR.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

CITY PROFILE

Location

Located in the Best Southwest portion of Dallas County, the City of Duncanville is situated approximately 20 minutes from Fort Worth and just minutes from downtown Dallas. The City covers approximately 12 square miles and is easily accessible from major interstate and highway systems in North Texas, including I-35 (the NAFTA Corridor), I-20, and Highway 67. The 2024 estimated population for the City was 40,779 (Source: NCTCOG).

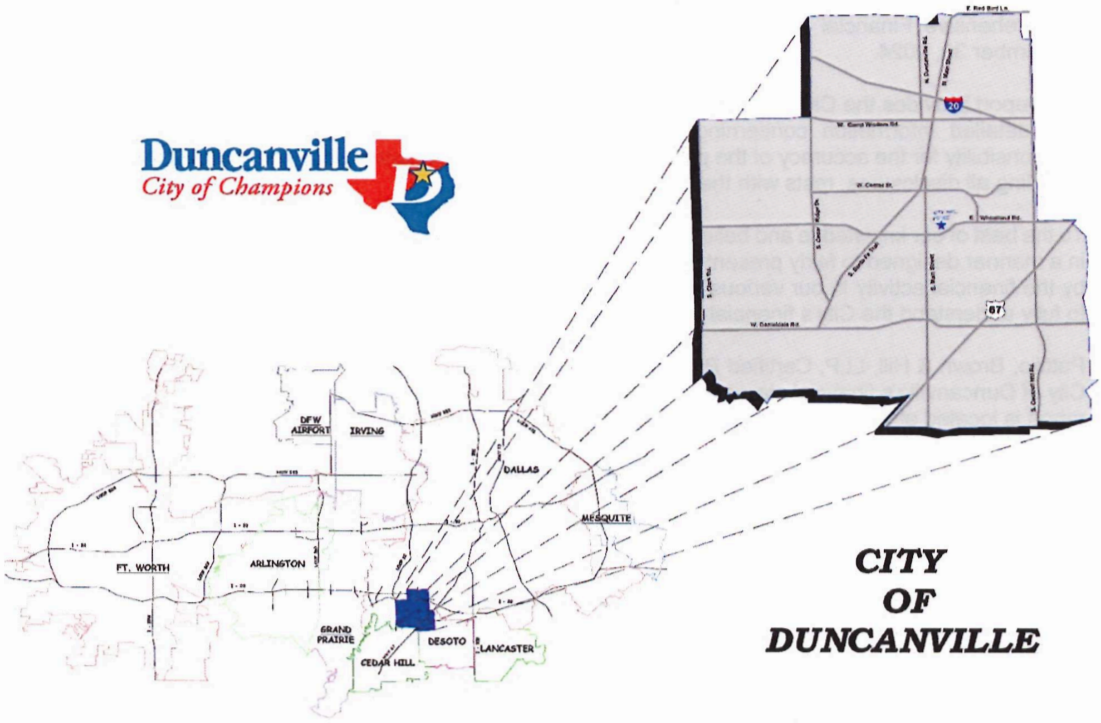
The City is a political subdivision and municipal corporation of the State of Texas, duly organized and existing under the laws of the State of Texas, including the City's Home Rule Charter. The City was incorporated in 1949 and first adopted the Home Rule Charter on May 5, 1962. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and six Council members, who enact local laws, determine policies and adopt the annual budget. The term of office is two years, with the terms of the Mayor and two of the Council members' terms expiring in even-numbered years and the terms of the remaining four Council members expiring in odd-numbered years.

The City Manager, appointed by City Council, is the chief administrative officer for the City and is responsible for the daily management of the City. The City's basic financial statements include all government activities,

organizations, functions, and a discreet component unit, the Duncanville Community Economic Development Corporation (DCEDC), for which the City is financially accountable as defined by the Governmental Accounting Standards Board (GASB). No other governmental organizations are included in this report based on these criteria.

Services Provided

The City provides necessary services while managing costs to deliver services through a strict budget and accounting process. Primary services offered under general government and enterprise functions are public safety (police, fire and rescue), emergency medical services, court services, highways and street maintenance, water and sanitary sewer utility services, health and social services, culture and recreational activities, library services, public improvements, planning and zoning activities, and general administrative services.



ACCOUNTING SYSTEM AND BUDGETARY CONTROL

The City's accounting records for general governmental operations are maintained on a modified accrual basis, with revenues being recorded when available and measurable, expenditures when services or goods are received, and liabilities being incurred. Accounting records for the City's utility funds and other proprietary activities are maintained on an accrual basis. Individual line items are reviewed and analyzed for budgetary compliance. Personnel expenditures are monitored and controlled at a position level. Capital expenditures (items over $5,000 and having a useful life of three or more years) are monitored and controlled by each item purchased. Revenue and expenditure budgets are reviewed monthly, and monthly financial reports are presented to City Council.

Management of the City is responsible for establishing and maintaining internal controls that safeguard the assets of the City from loss, theft, or misuse and ensure that adequate accounting data is compiled to

internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management. The City also uses a third party to host an anonymous fraud hotline as an additional deterrent against loss and misuse of city assets.

All internal control evaluations occur within the above framework. We believe that the City's internal accounting controls adequately safeguard assets when fully implemented and utilized; and provide reasonable assurance of proper recording of financial transactions.

The City Charter provides that City Council adopt the annual budget prepared by City Management. This budget is reviewed by the City Council and is formally adopted by the passage of a budget ordinance. The City Manager is authorized to transfer budgeted amounts between line items and departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

Budgetary control has been established at the individual fund level. Monthly financial reports show budget and actual expenditures by line item and are available to all City departmental and divisional management. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriation budget approved by the City Council. Budgetary control is maintained using an automated general ledger system that compares actual expenditures to the legally adopted appropriation in each line-item account.

As demonstrated by the statements and schedules included in the financial section of this report, the City maintains sound fiscal management.

ECONOMIC OUTLOOK AND FINANCIAL CONDITION

The information presented in the financial statements is perhaps best understood when considered from the broader perspective of the specific environment within which the City operates.

Regional Economy

- In 2022, the Dallas-Fort Worth metroplex gained more people than any other U.S. metro. The total population now stands at 7.8 million. The DFW metroplex added an annual record-topping 170,000 new residents, representing 36% of population growth for the entire state of Texas. (Dallas Regional Chamber)
- As of 2023, Dallas–Fort Worth has been a magnet for corporate headquarters and major company operations, attracting 24 Fortune 500 and 49 Fortune 1000 companies. (Dallas Regional Chamber)
- The DFW Metropolitan area was the seventh-largest export market in the United States in 2022 with merchandise shipments totaling $50.6 billion. (Dallas Regional Chamber)
- The Dallas Region has the highest rate of year-over-year job growth at 4.4% and the second highest total job growth among the largest U.S. metros in April 2023.
- Dallas-Fort Worth offers a variety of quality educational institutions with robust programming in life sciences, engineering, and the arts. The University of Texas at Dallas, the University of North Texas, and the University of Texas at Arlington, are among Texas' eight "emerging research" universities. U.T. Southwestern Medical Center is among the nation's best in biology and biochemistry research, boasting countless clinical breakthroughs and innovations. (Dallas Regional Chamber)

Duncanville's Position in the Region

Duncanville is known as a first-tier suburb, meaning it is one of the first suburban cities to have developed on the outer rim of Dallas. The bulk of the development activity occurred during the 1960s and 1970s, leaving only a few small vacant tracts available, with the City essentially serving as a bedroom community (67% residential).

In 2017 the City adopted a Comprehensive Plan, "Destination Duncanville" which created a vision for the City over the next 20 to 30 years and provides a framework for strategic and policy-related decisions necessary to achieve that vision. The City is in the process of updating the Comprehensive Plan to account for and assist with managing changes that have occurred since the plan's inception. The revised comprehensive plan, projected for a Fiscal Year 2026 completion, will continue to provide direction on prioritizing how to best allocate the City's resources and address demands brought about by the need for growth and redevelopment.

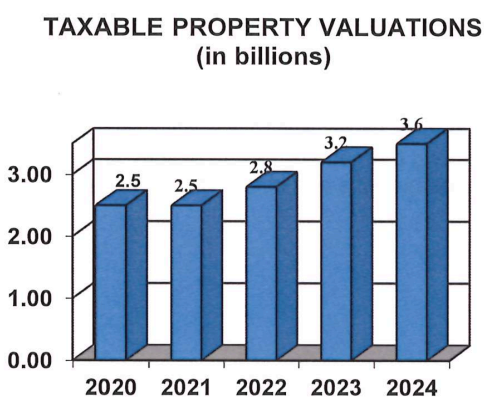
Duncanville has limited land available for new residential and commercial development. However, Duncanville is still home to a diversified group of manufacturing and distribution firms. Major manufacturing industries within the City produce corrugated storage and filing boxes, bakery products, fabricated sheet-metal products, cabinets, doors, and frozen foods.

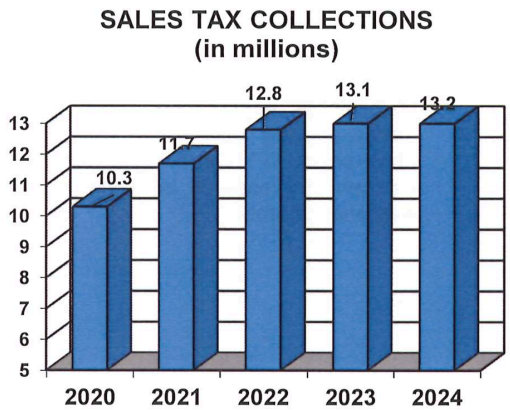
Duncanville's citizens and business community are committed to managing growth and maintaining the economic prosperity and quality of life Duncanville currently enjoys.

In addition, the following major initiatives are in place, contributing to the overall health of the City:

- A Purchase Sale Agreement was approved with a developer who intends to build a Marriott brand hotel in the project's initial phase. The initial investment for this project is $20M, and the facility's construction will take 18-24 months. This is the first significant project of this size and magnitude approved in the Tax Incremental Financing (TIF) District.
- The City has begun its pursuit to secure funding for an Automated Meter Infrastructure project. This would result in new, precise smart meters for both residential and commercial customers.
- The City, in partnership with the Duncanville Arts Commission, established a cultural district in February, 2025 as we strive to enhance the City's identity, stimulate economic growth, and foster a vibrant, creative community.
- Texas Department of Transportation construction of new east and westbound service roads and ramps along I-20 between Cockrell Hill Road to Hampton Road, which includes new bridges across US-67. Estimated completion date of September 2025.

Economic Signs





Future Economic Outlook

Duncanville continues to experience an increase in sales tax collections. For FY 2024, the City's sales tax collections were 1.6% higher than the previous year. Based on the current market climate, the City expects an increase in sales tax for the new fiscal year albeit slight. The City also expects to see an increase in property values as a result of the continued population and job growth happening in the Dallas-Fort Worth metroplex.

RELEVANT FINANCIAL POLICIES

The City's policy is that all interest-bearing demand deposits and time deposits are secured by pledged collateral with a market value equal to no less than 102% of the deposits less the amount insured by the FDIC (currently $250,000). The Fiscal Services Department and a third-party financial institution maintain evidence of the pledged collateral. Pledged collateral is also reviewed by the Fiscal Services Department and our investment advisors, Valley View Investment Consultants. The safekeeping institution, or Custodian, is the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement is a three-party contract between the City, the depository bank, and the Federal Reserve Bank as Custodian. The City also accepts letters of credit drawn on the Federal Home Loan Bank as collateral to protect investments.

Investment reports are presented to the City Council each quarter. These reports summarize all investments of the City and compare returns to benchmarks such as the 90-day Treasury-Bill rates. The reports also describe the portfolio in terms of investment securities, maturities, and risk characteristics. All investments and reports comply with the Public Funds Investment Act.

All investments transacted by the City are purchased using the delivery versus payment method. That is, funds are not wired or paid until verification has been made that the Custodian has received the correct security. The security is held in the name of the City or held on behalf of the City. The Custodian's records must assure the notation of the City's ownership or explicit claim on the securities. The original copy of all safekeeping statements is delivered to the City.

The Audit Committee of the Duncanville City Council is chartered to assist the City Council in fulfilling its financial and compliance oversight responsibilities. The Audit Committee is the City Council's principal agent in ensuring the independence of the City's annual financial audit, the integrity of City management, and the adequacy of financial disclosures to the public. The Audit Committee serves as the focal point for communication between the City Council, the independent auditor, and City management. The Audit Committee's primary duties and responsibilities are to 1) Advise the City Council and management on selecting the independent auditor. 2) Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal control system. 3) Review and appraise the audit efforts of the City's independent auditor. 4) Provide an open avenue of communication among the independent auditor, financial and senior management, and the Duncanville City Council.

Financial Planning

The City's Fund Balance Policy states that the target fund balance of at least 90 days and no more than 150 days of operating expenditures should be maintained in the General Fund. This target is to help guard against unforeseen revenue fluctuations and unanticipated expenditures. The City also maintains a capital improvement budget for streets, parks, water and wastewater, and city buildings. A new capital improvement plan is being established to address major needs over the next 15 years. These listed projects are broken down into three tiers: short-term (1-4 years), medium-term (5-9 years), and long-term (10-15 years).

The City utilizes a fleet replacement fund where each cost center, with capital equipment, pre-funds replacement costs so that limited to no borrowing is required. Similarly, an Information Technology replacement fund is also used to pre-fund computer and server replacements.

OTHER INFORMATION

Independent Audit

The City Charter requires an independent audit of the City's financial records each year by qualified, certified public accountants selected by the City Council. This requirement has been complied with, and the independent auditors' report has been included in this report.

GFOA Certificate of Achievement

The Government Finance Officers Association of the United States and Canada (GFOA) offers an award program for a Certificate of Achievement for Excellence in Financial Reporting for the Annual Comprehensive Financial Report (ACFR). The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparing state and local government financial reports. To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report whose contents conform to program standards. The ACFR must satisfy both generally accepted accounting principles and applicable legal requirements.

The City of Duncanville's 2023 Annual Comprehensive Financial Report was completed outside of the window of time to apply for the award. We believe the current report for the year ended September 30, 2024 conforms to the Certificate of Achievement program requirements; and it is our intention to apply for the award this year.

Acknowledgments

In summary, we would like to thank the entire staff of the Fiscal Services Department, whose time, hard work, and dedication have made the completion of this report possible. We would also like to thank the Mayor and the members of the City Council for their support in planning and conducting the operations of the City responsibly as we all remain committed to being good stewards of the City's finances.

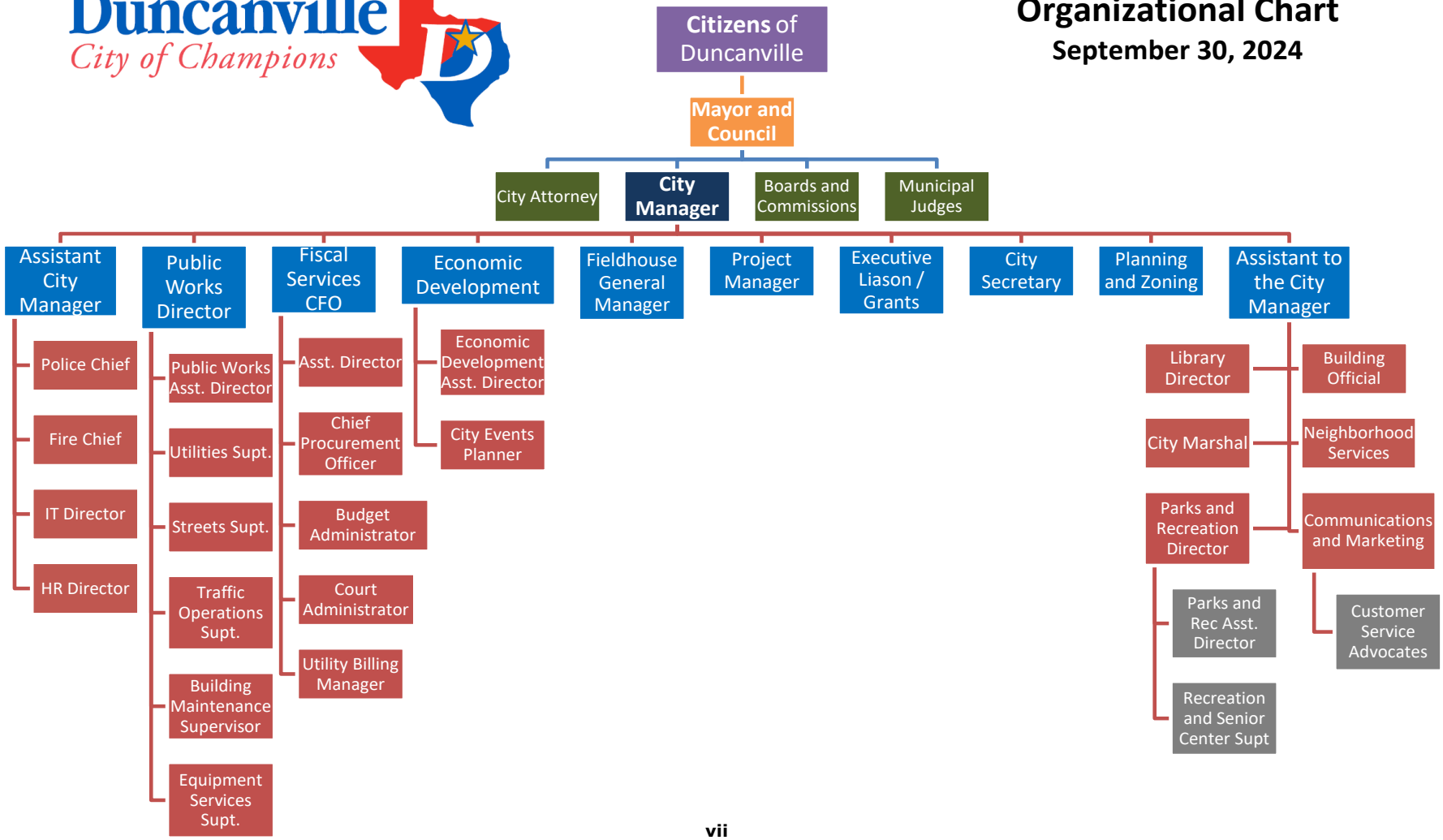
Sincerely,

Douglas Finch
City Manager

Richard Jackson
Managing Director, Fiscal Services

Duncanville
City of Champions

Organizational Chart
September 30, 2024



City of Duncanville

City Council

Greg Contreras, Mayor

Councilmembers:

Joe Veracruz, District 1

Don McBurnett, District 2

Jeremy Koontz, District 3 and Mayor Pro Tem

Karen Cherry-Brown, District 4

Kyle Pennebaker, District 5

DeMonica Gooden, Councilmember At-Large



FINANCIAL SECTION

Duncanville
City of Champions

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT

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

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Duncanville, Texas (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate 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 twelve months beyond the financial statement due date, including any currently known information that may raise substantial doubt shortly thereafter.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA GAQC Member

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives 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 to issue an auditor's report that includes our opinions. 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 and *Government Auditing Standards* will always detect a material misstatement 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 are considered 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.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- 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 City's internal control. Accordingly, no such opinion is expressed.
- 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.
- Conclude whether, in our judgment, 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.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedule – General Fund, and pension and OPEB information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual comprehensive financial report (ACFR). The other information comprises the introductory section and statistical section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 7, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 7, 2025

Duncanville
City of Champions

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MANAGEMENT'S DISCUSSION AND ANALYSIS

Duncanville
City of Champions

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MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Duncanville (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with the additional information that we have furnished in our letter of transmittal, which can be found on pages i-vi of this report, and the financial statements which follow this section.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the 2024 fiscal year by $170,723,425 (net position). Of this amount, $43,504,483 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.

- As of the close of fiscal year 2024, the City's governmental funds reported combined ending fund balances of $46,335,744, an increase of $1,610,766 from the prior year. Approximately 49% of this total amount is unassigned fund balance. Fund balances increased primarily due to increased property taxes, grant revenue and interest earnings from increased interest rates that were offset by capital expenditures.

- At the end of the current fiscal year, unassigned fund balance for the General Fund was $22,504,253 or 55% of total General Fund expenditures.

- The City's total capital assets net of accumulated depreciation increased by $8,162,541. The increase is due to the continued purchase and construction of capital assets, net of depreciation.

- The City's governmental and business-type activities outstanding bonded debt decreased $1,443,625 to a total outstanding amount of $18,760,683. The decrease is due to the City making scheduled debt payments and no new debt issuance.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. The main goal is to ascertain whether the City is in a better financial position at the end of the current fiscal year compared to the previous year. The government-wide financial statements report information about the City as a whole and about its activities in a way that helps to determine this relative position. Other non-financial factors should also be taken into consideration to assess the overall health or financial condition of the City.

The statement of net position presents information on all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference between the four reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information in order to present how the City's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, the revenues and expenses reported in this statement for some items will only result in changes in cash flows for future fiscal periods (e.g., uncollected taxes and earned but unused compensated absences).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business- type activities). Governmental activities include most of the City's basic services such as police, fire, public works, code compliance, library, parks and recreation, economic development and community services as well as general government activities. The business-type activities of the City include water, sewer, solid waste services and a sports facility.

The government-wide financial statements include not only the City itself (known as the primary government), but also the Duncanville Community and Economic Development Corporation (DCEDC) (a discretely presented component unit).

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds. The fund financial statements for governmental funds and proprietary funds can be found in the financial section of this report.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, the reader may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains 17 governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General, Debt Service, Bond Capital Projects, and American Rescue Plan funds, which are considered to be major funds. Data from the other governmental funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the *combining and individual fund statements and schedules* section of this report.

The City adopts an annual appropriated budget for its General, Debt Service, Hotel Motel Tax, and Drainage Fees funds.

Proprietary funds. The City maintains two types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its utility (water and sewer), solid waste and sports facility operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its group health insurance, general liability insurance programs, and fleet and information technology replacement activities. All of these programs are predominantly governmental activities; however, as they benefit both governmental and business-type activities, the results of the current year have been allocated by function in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for Utility, Solid Waste and Sports Facility funds, all of which are considered to be major funds. Conversely, all of the internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements immediately follow the basic financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. A *Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual* is provided for the General Fund to demonstrate compliance with the budget. Information regarding the City's progress in funding its obligations to provide pension and OPEB benefits to its employees also is provided. Required supplementary information immediately follows the notes to the financial statements.

The combining and individual fund statements and schedules for nonmajor governmental funds, proprietary funds and fund financial statements for the City's discretely presented component unit are presented immediately following the required supplementary information on pages 63-83.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. As of September 30, 2024, the City's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $170,723,425.

The largest portion of the City's net position (68%) reflects its investment in capital assets (e.g., land, building, equipment, improvements, construction in progress, and infrastructure), less any debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (6%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, $43,504,483 may be used to meet the City's ongoing obligations to citizens and creditors.

As of September 30, 2024, the City is able to report positive balances in all three categories of net position, for the government as a whole, as well as for its separate governmental and business-type activities.

City of Duncanville's Net Position
Government-Wide

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Current and other assets	$ 59,983,349	$ 62,376,763	$ 19,623,084	$ 19,225,528	$ 79,606,433	$ 81,602,291
Long-term assets	72,789,987	66,757,157	53,895,705	51,765,994	126,685,692	118,523,151
Total assets	132,773,336	129,133,920	73,518,789	70,991,522	206,292,125	200,125,442
Deferred outflows of resources	5,448,150	9,055,987	600,305	1,019,160	6,048,455	10,075,147
Total outflows of resources	5,448,150	9,055,987	600,305	1,019,160	6,048,455	10,075,147
Current and other liabilities	5,834,908	9,230,548	2,628,191	3,681,416	8,463,099	12,911,964
Long-term liabilities	29,597,302	29,842,556	1,491,910	2,009,935	31,089,212	31,852,491
Total liabilities	35,432,210	39,073,104	4,120,101	5,691,351	39,552,311	44,764,455
Deferred inflows of resources	1,860,568	1,664,782	204,276	186,530	2,064,844	1,851,312
Total inflows of resources	1,860,568	1,664,782	204,276	186,530	2,064,844	1,851,312
Net position:						
Net investment in capital assets	63,591,343	62,878,358	53,329,603	50,645,509	116,920,946	113,523,867
Restricted	10,297,996	6,626,254	-	-	10,297,996	6,626,254
Unrestricted	27,039,369	27,947,409	16,465,114	15,487,292	43,504,483	43,434,701
Total net position	$ 100,928,708	$ 97,452,021	$ 69,794,717	$ 66,132,801	$ 170,723,425	$ 163,584,822

Governmental activities. Net position increased by $3,476,687 in fiscal year 2024 compared to an increase of $8,700,152 in fiscal year 2023. During the current year, there were increases in property taxes, sales taxes, and grant revenues. These tax revenues have continued to increase as the City, and Dallas County as a whole, experience steady population growth and new development. Governmental activities expenses increased largely in the areas of public safety and public works, primarily as a result of rising personnel costs.

Business-type activities. Net position increased by $3,661,916 in the current year compared to an increase of $3,858,441 in fiscal year 2023. The increase in net position as compared to the prior year is contributable to the increase in revenue related to charges for services stemming from an increase in water and sewer rates. Increases to expenses related primarily to payroll costs as the City works to continue offering competitive wages.

The following table provides a summary of the operations of governmental activities and business-type activities for the year ended September 30, 2024. Overall, the City had an increase in net position of $7,138,603. Overall revenues and expenses increased over the prior year.

City of Duncanville's Changes in Net Position
Government-Wide

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	$ 3,277,256	$ 5,669,359	$ 27,587,933	$ 25,666,933	$ 30,865,189	$ 31,336,292
Operating grants & contributions	4,908,156	6,185,814	538,625	533,775	5,446,781	6,719,589
Capital grants & contributions	2,054,500	372,491	-	-	2,054,500	372,491
General revenues:						
Property taxes	22,377,809	21,758,099	-	-	22,377,809	21,758,099
Other local taxes	13,164,846	13,216,392	-	-	13,164,846	13,216,392
Investment earnings	3,780,969	3,203,298	425,515	268,328	4,206,484	3,471,626
Miscellaneous	555,101	634,603	194,117	145,348	749,218	779,951
Total revenues	50,118,637	51,040,056	28,746,190	26,614,384	78,864,827	77,654,440
Expenses:						
General government	7,223,541	6,404,047	-	-	7,223,541	6,404,047
Police	15,081,578	15,107,681	-	-	15,081,578	15,107,681
Fire	10,626,928	9,450,639	-	-	10,626,928	9,450,639
Public works	7,826,216	6,535,462	-	-	7,826,216	6,535,462
Finance	2,122,338	1,992,684	-	-	2,122,338	1,992,684
Neighborhood and planning	1,616,105	1,501,808	-	-	1,616,105	1,501,808
Parks and recreation	4,381,958	3,685,664	-	-	4,381,958	3,685,664
Interest on long-term debt	590,761	641,952	-	-	590,761	641,952
Water and sewer	-	-	15,958,204	13,983,016	15,958,204	13,983,016
Solid Waste	-	-	4,461,210	4,079,762	4,461,210	4,079,762
Sports facility	-	-	1,837,385	1,713,132	1,837,385	1,713,132
Total expenses	49,469,425	45,319,937	22,256,799	19,775,910	71,726,224	65,095,847
Revenues in Excess of Expenses	649,212	5,720,119	6,489,391	6,838,474	7,138,603	12,558,593
Transfers	2,827,475	2,980,033	(2,827,475)	(2,980,033)	-	-
Change in net position	3,476,687	8,700,152	3,661,916	3,858,441	7,138,603	12,558,593
Net position - beginning of year	97,452,021	88,751,869	66,132,801	62,274,360	163,584,822	151,026,229
Net position - end of year	$ 100,928,708	$ 97,452,021	$ 69,794,717	$ 66,132,801	$ 170,723,425	$ 163,584,822

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

***Governmental funds*.** The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a City's net resources available for spending at the end of the fiscal year.

At the end of the 2024 fiscal year, the City's governmental funds reported combined ending fund balances of $46,335,744, an increase of $1,610,766 from the prior year. Approximately 49% of this total amount is available for spending at the City's discretion. A portion of the remaining fund balance in the amount of $22,871,436 is not available for new spending because it is restricted to pay for 1) street improvements and capital projects 2) debt service 3) public safety grants and 4) economic development projects.

General Fund. The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General Fund was $22,504,253, while the total fund balance was $23,464,308. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance to total expenditures. Unassigned fund balance represents 55% of the General Fund expenditures.

The final General Fund budget for fiscal year 2024 reflected a decrease of $1,480,240 in fund balance. The actual change in fund balance was an increase of $649,363. Contributing factors were the realization of revenues of $823,064 over the budgeted amounts and overall expenditures $1,348,618 under budgeted amounts. Key factors affecting fund balance are as follows:

- Total actual General Fund revenues of $38,961,298 increased from FY 2023 actuals by $717,184 and were greater than budgeted FY 2024 by $823,064. This was primarily caused by increases in investment income related to an increase in interest rates.

- Total General Fund expenditures of $40,648,989 increased by $3,430,788 from FY 2023 actuals and were less than budgeted FY 2024 amounts by $1,348,618. The significant budget surplus resulted primarily from the budgeting of certain multiyear project costs in one year.

The actual revenues of $38,961,298 were more than the budgeted revenues by $823,064. Franchise fees, licenses and permits, investment earnings and intergovernmental revenue exceeded the budgeted amount.

Original budget compared to final budget. During the year, amendments were made to increase the original estimated revenues in the General Fund by $1,067,451. There was also an amendment to original budgeted appropriations for the capital outlay function for planned project costs.

Debt service fund balance decreased by $42,878. Fund balances may fluctuate in the future as management continues to evaluate the amount of debt service property taxes needed to fund the City's debt service.

The fund balance of the bond capital projects fund increased by $651,764 due to interest earnings on the cash balance in the fund. Fund balance will decrease in future years as these funds are spent down.

The American Rescue Plan Fund, ended with $361,732 in fund balance. The fund was used to record the American Rescue Plan Act grant funding received from the Federal government. The proceeds were recorded as unearned revenue and will be recognized in future years as project costs are incurred.

Proprietary Funds. The City's proprietary fund statements provide details on the City's individual enterprise funds activities and additionally report the financial results of the internal service funds, which have been consolidated in the government-wide statements.

Unrestricted net position of the respective proprietary funds are Utility - $16,386,834, Solid Waste - $1,279,635, and Fieldhouse Sports Facility - ($1,435,900). The net position for the Utility Fund increased $3,192,967; Solid Waste increased $242,005 and Fieldhouse Sports Facility increased $149,829. The overall change in net position for business-type activities was an increase of $3,584,801. Utility Fund revenues increased with a utility rate increase. The largest increase was experienced with water revenue, for which the average residential water rate was increased by approximately 13%. Overall proprietary funds operating revenues of $27,782,050 reflected an increase of $1,969,769 or approximately 8% compared to the prior year. Proprietary funds operating expenses of $22,352,942 reflected an increase of $2,652,072 or approximately 13% from prior year. As discussed previously, the increase in expenses is primarily related to salary increases.

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS

At the end of fiscal year 2024, the City had $126.7 million invested in a broad range of capital assets, including police and fire equipment, buildings, park facilities, and water and sewer lines. This amount represents a net increase of $8.2 million from the prior fiscal year.

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land	$ 21,139,703	$ 21,139,703	$ 567,630	$ 567,630	$ 21,707,333	$ 21,707,333
Construction in progress	6,020,480	13,469,717	4,981,819	10,064,989	11,002,299	23,534,706
Buildings	22,541,737	13,759,475	17,367,829	14,859,783	39,909,566	28,619,258
Infrastructure	69,170,795	9,710,906	63,023,047	56,514,028	132,193,842	66,224,934
Improvements	9,764,955	64,573,045	1,519,645	1,519,645	11,284,600	66,092,690
Equipment and furniture	33,728,037	30,142,190	3,492,391	3,492,390	37,220,428	33,634,580
Water rights	-	-	4,802,361	4,802,361	4,802,361	4,802,361
Total capital assets	162,365,707	152,795,036	95,754,722	91,820,826	258,120,429	244,615,862
Less: accumulated depreciation	(89,575,720)	(86,037,879)	(41,859,017)	(40,054,832)	(131,434,737)	(126,092,711)
Government capital assets, net	$ 72,789,987	$ 66,757,157	$ 53,895,705	$ 51,765,994	$ 126,685,692	$ 118,523,151

Major capital asset events during the 2024 fiscal year include the following:

- Water and wastewater projects include $2.8 million in construction in progress for various aerial line replacements, SCADA system replacement, and the start of the design of Cedar Ridge Road and utilities reconstruction.
- Governmental projects include $3.7 million in construction in progress for Ten Mile Creek Erosion, Cedar Ridge Road Reconstruction, Armstrong Park Playground and Splashpad, and Cherry Street at Center Street Alley Reconstruction.
- Vehicle and equipment replacements, and other equipment, purchased in FY 2024 totaled $3.7 million. Seventeen vehicles were purchased for public safety.

Additional information on the City's capital assets can be found in Note II. F to the financial statements.

DEBT ADMINISTRATION

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
General obligation bonds	$ 17,300,000	$ 18,125,000	530,000	$ 1,045,000	$ 17,830,000	$ 19,170,000
Bond premium	892,437	954,340	38,246	79,968	930,683	1,034,308
	$ 18,192,437	$ 19,079,340	$ 568,246	$ 1,124,968	$ 18,760,683	$ 20,204,308

The City has an AA rating from Fitch and an AA rating from Standard & Poor's. Additional information on the City's long-term debt can be found in Note II. G to the financial statements.

Economic Factors and Next Year's Budgets and Rates

The following economic factors currently affect the City and were considered in developing the 2024-2025 fiscal year budget:

- Ad valorem tax revenue is determined, in part, by total assessed property value established by the Dallas Central Appraisal District. Total certified taxable property values increased by 8.9% on the tax roll for 2024-2025 from the previous fiscal year.

- The second factor in determining ad valorem tax revenue is the tax rate set by the City Council. For the 2024-2025 fiscal year budget, the City tax rate decreased by $.031200 (-4.8%), reducing the tax rate to $0.614834 per $100 of assessed valuation.

- As of September 30, 2024, sales tax revenues realized a 1.6% increase from the previous year actuals. During budget preparation the trend was flat and to be conservative, the FY 2025 budget for sales tax remained flat, and therefore an increase was not included. The largest sales tax generators for the City of Duncanville fall in the retail trade group. This industry segment has been trending downward in the last three quarters of 2024. However, the forecast into calendar year 2025, these groups should see slight positive growth.

- Water, sewer, and garbage collection rates are projected to increase. Dallas Water Utility (wholesale water purchases), Trinity River Authority (Wastewater Treatment), Republic for garbage collection continue to pass increases to the City.

- Funding of $18.7 million has been allocated in capital projects related to IT and fleet replacements, water and wastewater line replacement, water and wastewater project construction design, pipe bursting, alley replacement, drainage improvements and street construction design projects, and continuation of Capital Bond projects.

REQUESTS FOR INFORMATION

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the City's finances. If you have questions about this report or need additional information, contact the Fiscal Services Department, at:

City of Duncanville, P.O. Box 380280 Duncanville, TX 75138-0280

Attn: Richard Jackson, Managing Director Fiscal Services
(972) 780-5005, richard.jackson@duncanvilletx.gov

Tia Pettis, Assistant Director of Fiscal Services
(972) 780-5029, tia.pettis@duncanvilletx.gov

BASIC
FINANCIAL STATEMENTS

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

	Primary Government	
	Governmental Activities	Business-Type Activities
ASSETS		
Cash and investments	$ 51,354,466	$ 14,541,038
Receivables, net of allowance	6,932,908	4,019,347
Due from other governments	176,149	-
Internal balances	(234,545)	234,545
Prepaid items	683,990	-
Restricted cash and investments	-	828,154
Investment in joint ventures	1,070,381	-
Capital assets:		
Non-depreciable	27,160,183	5,549,449
Depreciable, net	45,629,804	48,346,256
Total capital assets	72,789,987	53,895,705
Total assets	132,773,336	73,518,789
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amounts - pension related	4,742,673	520,706
Deferred amounts - OPEB related	705,477	77,455
Deferred loss on refunding	-	2,144
Total deferred outflows of resources	5,448,150	600,305
LIABILITIES		
Accounts payable and accrued expenses	3,601,938	1,160,334
Accrued liabilities	1,149,334	431,627
Accrued interest payable	80,423	-
Unearned revenue	991,882	141,444
Customer deposits	11,331	894,786
Investment in joint ventures	-	-
Noncurrent liabilities:		
Due within one year:		
Long-term debt	855,000	530,000
Compensated absences	827,169	25,117
Total OPEB liability	58,429	6,420
Due in more than one year:		
Long-term debt	17,337,437	38,246
Compensated absences	3,308,676	100,469
Net pension liability	6,243,828	685,520
Total OPEB liability	966,763	106,138
Total liabilities	35,432,210	4,120,101
DEFERRED INFLOWS OF RESOURCES		
Deferred amounts - pension related	721,963	79,266
Deferred amounts - OPEB related	1,138,605	125,010
Total deferred inflows of resources	1,860,568	204,276
NET POSITION		
Net investment in capital assets	63,591,343	53,329,603
Restricted for:		
Debt service	507,066	-
Public safety	3,696,851	-
Economic development	6,094,079	-
Unrestricted	27,039,369	16,465,114
Total net position	$ 100,928,708	$ 69,794,717

The accompanying notes are an integral part of these financial statements.

Primary Government	Component Unit
Total	Duncanville Community and Economic Development Corporation
$ 65,895,504	$ 6,881,341
10,952,255	585,981
176,149	-
-	-
683,990	-
828,154	-
1,070,381	-
32,709,632	219,637
93,976,060	789,843
126,685,692	1,009,480
206,292,125	8,476,802
5,263,379	-
782,932	-
2,144	-
6,048,455	-
4,762,272	171,125
1,580,961	22,381
80,423	-
1,133,326	-
906,117	-
-	59,899
1,385,000	-
852,286	-
64,849	-
17,375,683	-
3,409,145	-
6,929,348	-
1,072,901	-
39,552,311	253,405
801,229	-
1,263,615	-
2,064,844	-
116,920,946	1,009,480
507,066	-
3,696,851	-
6,094,079	7,213,917
43,504,483	-
$ 170,723,425	$ 8,223,397

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government:				
Governmental activities:				
General government	$ 7,223,541	$ 113,685	$ 485,285	$ -
Police	15,081,579	478,027	3,716,024	-
Fire	10,626,928	969,267	-	-
Public works	7,826,216	1,389,340	706,847	1,677,186
Finance	2,122,338	-	-	-
Neighborhood and planning	1,616,105	-	-	-
Parks and recreation	4,381,958	326,937	-	377,314
Interest on long-term debt	590,761	-	-	-
Total governmental activities	49,469,426	3,277,256	4,908,156	2,054,500
Business-type activities:				
Utility	15,958,204	21,338,912	-	-
Solid waste	4,461,210	4,907,170	-	-
Fieldhouse sports facility	1,837,385	1,341,851	538,625	-
Total business-type activities	22,256,799	27,587,933	538,625	-
Total Primary Government	$ 71,726,225	$ 30,865,189	$ 5,446,781	$ 2,054,500
Component Units:				
Duncanville Community Economic Development Corporation	$ 3,169,221	$ -	$ -	$ -
Total Component Units	$ 3,169,221	$ -	$ -	$ -
General Revenues:				
Taxes:				
Property taxes				
Franchise taxes				
Sales and mixed beverage taxes				
Hotel occupancy				
Unrestricted investment earnings				
Miscellaneous				
Transfers				
Total general revenues and transfers				
Change in net position				
Net position - beginning				
Net position - ending				

The accompanying notes are an integral part of these financial statements.

Net (Expense) Revenue and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-Type Activities	Total	Duncanville Community and Economic Development Corporation
$ (6,624,571)	$ -	$ (6,624,571)	$ -
(10,887,528)	-	(10,887,528)	-
(9,657,661)	-	(9,657,661)	-
(4,052,843)	-	(4,052,843)	-
(2,122,338)	-	(2,122,338)	-
(1,616,105)	-	(1,616,105)	-
(3,677,707)	-	(3,677,707)	-
(590,761)	-	(590,761)	-
(39,229,514)	-	(39,229,514)	-
-	5,380,708	5,380,708	-
-	445,960	445,960	-
-	43,091	43,091	-
-	5,869,759	5,869,759	-
$ (39,229,514)	$ 5,869,759	$ (33,359,755)	$ -
$ -	$ -	$ -	$ (3,169,221)
$ -	$ -	$ -	$ (3,169,221)
$ 22,377,809	$ -	$ 22,377,809	$ -
1,842,081	-	1,842,081	-
10,101,931	-	10,101,931	3,330,291
1,220,834	-	1,220,834	-
3,780,970	425,515	4,206,485	101,025
555,101	194,117	749,218	11,202
2,827,475	(2,827,475)	-	-
42,706,201	(2,207,843)	40,498,358	3,442,518
3,476,687	3,661,916	7,138,603	273,297
97,452,021	66,132,801	163,584,822	7,950,100
$ 100,928,708	$ 69,794,717	$ 170,723,425	$ 8,223,397

CITY OF DUNCANVILLE, TEXAS

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General	Debt Service	American Rescue Plan
ASSETS			
Cash and investments	$ 23,437,404	$ 584,730	$ 1,615,278
Receivables, net of allowance	6,577,458	31,157	-
Due from other governments	42,828	-	-
Prepaid items	36,911	-	-
Total assets	30,094,601	615,887	1,615,278
LIABILITIES			
Accounts payable	1,770,738	-	363,746
Accrued liabilities	1,083,745	-	-
Customer deposits	11,331	-	-
Unearned revenue	-	-	889,800
Total liabilities	2,865,814	-	1,253,546
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	3,764,479	28,398	-
Total deferred inflows of resources	3,764,479	28,398	-
FUND BALANCES			
Nonspendable for:			
Prepaid items	36,911	-	-
Restricted for:			
Debt service	-	587,489	-
Public safety	-	-	-
Economic development	-	-	361,732
Capital projects	-	-	-
Assigned for:			
One-time projects	923,144	-	-
Unassigned	22,504,253	-	-
Total fund balances	23,464,308	587,489	361,732
Total liabilities, deferred inflows of resources, and fund balances	$ 30,094,601	$ 615,887	$ 1,615,278

The accompanying notes are an integral part of these financial statements.

Bond Capital Projects	Total Nonmajor Governmental Funds	Total Governmental Funds
$ 7,895,052	$ 14,625,157	$ 48,157,621
-	282,805	6,891,420
-	133,321	176,149
-	-	36,911
7,895,052	15,041,283	55,262,101
88,788	666,137	2,889,409
-	65,589	1,149,334
-	-	11,331
-	102,082	991,882
88,788	833,808	5,041,956
-	91,524	3,884,401
-	91,524	3,884,401
-	-	36,911
-	-	587,489
-	3,696,851	3,696,851
-	5,732,347	6,094,079
7,806,264	4,686,753	12,493,017
-	-	923,144
-	-	22,504,253
7,806,264	14,115,951	46,335,744
$ 7,895,052	$ 15,041,283	$ 55,262,101

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

Total Fund Balances - Governmental Funds	$	46,335,744
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.		69,401,357
Internal service funds are used to charge the costs of certain activities, such as insurance and fleet management, to individual funds. The assets and liabilities the internal service funds is reported with governmental activities, less $234,545 due to business-type activities for these services.		6,326,968
Some liabilities are not due and payable in the current period and are not included in the fund financial statements, but are included in the governmental activities of the Statement of Net Position.		
Bonds and certificates of obligation payable		(17,300,000)
Compensated absences		(4,135,845)
Accrued interest payable		(80,423)
Unamortized premium on bonds		(892,437)
Unavailable revenue in the governmental fund statements is recognized as revenue in the government-wide financial statements.		3,884,401
Certain other long-term assets and liabilities are not available to pay current period expenditures and therefore are not reported in this fund financial statement, but are reported in the governmental activities of the Statement of Net Position.		
Investment in joint venture		1,070,381
Net pension liability		(6,243,828)
Total OPEB liability		(1,025,192)
Deferred outflows of resources related to the net pension liability		4,742,673
Deferred inflows of resources related to the net pension liability		(721,963)
Deferred outflows of resources related to the total OPEB liability		705,477
Deferred inflows of resources related to the total OPEB liability		(1,138,605)
Net Position of Governmental Activities	$	100,928,708

The accompanying notes are an integral part of these financial statements.

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	General	Debt Service
REVENUES		
Property taxes	$ 21,000,426	$ 1,386,638
Sales and mixed beverage taxes	10,101,931	-
Franchise taxes	1,842,081	-
Hotel occupancy tax	-	-
Fines and forfeitures	290,904	-
Licenses, permits and fees	1,837,994	-
Intergovernmental	290,712	-
Investment earnings	2,771,975	51,241
Miscellaneous	825,275	-
Total revenues	38,961,298	1,437,879
EXPENDITURES		
Current:		
General government	5,765,263	-
Public safety:		
Police	11,535,018	-
Fire	8,863,065	-
Public works	6,793,472	-
Finance	1,812,256	-
Neighborhood and planning	1,352,816	-
Parks and recreation	3,744,934	-
Debt service:		
Principal	-	825,000
Interest and other	-	655,757
Capital outlay	782,165	-
Total expenditures	40,648,989	1,480,757
Excess (deficiency) of revenues over (under) expenditures	(1,687,691)	(42,878)
OTHER FINANCING SOURCES (USES)		
Transfers in	2,650,191	-
Transfers out	(313,137)	-
Total other financing sources (uses)	2,337,054	-
NET CHANGE IN FUND BALANCES	649,363	(42,878)
FUND BALANCES - BEGINNING	22,814,945	630,367
FUND BALANCES - ENDING	$ 23,464,308	$ 587,489

American Rescue Plan	Bond Capital Projects	Total Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ -	$ -	$ 22,387,064
-	-	-	10,101,931
-	-	-	1,842,081
-	-	1,220,834	1,220,834
-	-	3,462,903	3,753,807
-	-	518,370	2,356,364
2,163,936	-	1,323,649	3,778,297
198,342	759,411	-	3,780,969
-	-	56,763	882,038
2,362,278	759,411	6,582,519	50,103,385
-	-	744,893	6,510,156
486,750	-	367,027	12,388,795
-	-	2,314	8,865,379
-	-	177,861	6,971,333
-	-	407	1,812,663
-	-	-	1,352,816
-	-	132,153	3,877,087
-	-	-	825,000
-	-	-	655,757
1,677,186	107,647	5,399,110	7,966,108
2,163,936	107,647	6,823,765	51,225,094
198,342	651,764	(241,246)	(1,121,709)
-	-	438,137	3,088,328
-	-	(42,716)	(355,853)
-	-	395,421	2,732,475
198,342	651,764	154,175	1,610,766
163,390	7,154,500	13,961,776	44,724,978
$ 361,732	$ 7,806,264	$ 14,115,951	$ 46,335,744

The accompanying notes are an integral part of these financial statements.

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

RECONCILIATION OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Net Changes in Fund Balances - Governmental Funds	$ 1,610,766
Amounts reported for governmental activities in the statement of activities are	
Governmental funds report capital outlays as expenditures because such outlays use current financial resources. In contrast, the Statement of Activities reports only a portion of the outlay as expense. The outlay is allocated over the assets' estimated useful lives as depreciation expense for the period.	
Capital outlay	7,963,784
Depreciation expense	(2,897,395)
Internal service funds are used to charge the costs of certain activities, such as insurance and fleet management, to individual funds. The net revenue of the internal service funds is reported with governmental activities, less $77,115 representing the proportional contributions by business-type activities.	339,556
Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned.	
Unavailable property taxes	(9,255)
Unavailable emergency management revenues	325,708
Unavailable cell tower leases	(76,711)
Unavailable grant revenue	(331,982)
Unavailable court fines and fees	107,492
Governmental funds report proceeds from long-term debt as current financial resources. In contrast, the Statement of Activities treats such issuance of debt as a liability. Governmental funds report repayment of long-term debt principal as an expenditure, In contrast, the Statement of Activities treats such repayments as a reduction in long-term liabilities.	
Debt service principal	825,000
Pension and OPEB contributions are treated as expenditures in the fund based financial statements, but are treated as reductions in the City's net pension and OPEB liability in the statement of net position. This amount is the difference between pension and OPEB contributions and net pension and OPEB expense (revenue) for the current fiscal year.	
Pension expense	(4,168,779)
OPEB expense	(109,498)
Some expenses reported in the statement of activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds:	
(Increase) decrease in accrued interest	3,093
(Increase) decrease in compensated absences	(166,995)
Amortization of premium on bonds	61,903
Change in Net Position of Governmental Activities	$ 3,476,687

The accompanying notes are an integral part of these financial statements.

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF NET POSITION - PROPRIETARY FUNDS

SEPTEMBER 30, 2024

	Business-Type Activities - Enterprise Funds	
	Utility	Solid Waste
ASSETS		
Current assets:		
Cash and investments	$ 13,502,262	$ 1,026,399
Accounts receivable, net	3,226,791	709,653
Prepaid items	-	-
Due from other funds	1,250,000	-
Total current assets	17,979,053	1,736,052
Noncurrent assets:		
Restricted cash and investments	828,154	-
Capital assets:		
Land	89,194	-
Construction in progress	4,981,819	-
Improvements	881,943	-
Buildings	10,779,859	-
Water and sewer systems	63,023,047	-
Drainage systems	4,802,361	-
Equipment and furniture	3,383,975	6,100
Less: accumulated depreciation	(38,194,928)	(5,951)
Total noncurrent assets	50,575,424	149
Total assets	68,554,477	1,736,201
DEFERRED OUTFLOWS OF RESOURCES		
Deferred loss on refunding	-	-
Deferred outflows - pension related	394,122	51,002
Deferred outflows - OPEB related	58,626	7,586
Total deferred outflows of resources	452,748	58,588
LIABILITIES		
Current liabilities:		
Accounts payable	827,422	288,986
Accrued liabilities	294,287	104,756
Due to other funds	-	-
Customer deposits	828,154	-
Compensated absences	18,444	1,520
Unearned revenue	72,359	15,483
Bonds payable	-	-
Total OPEB liability	4,857	629
Total current liabilities	2,045,523	411,374
Noncurrent liabilities:		
Compensated absences	73,774	6,081
Bonds payable	-	-
Net pension liability	518,870	67,145
Total OPEB liability	80,338	10,396
Total noncurrent liabilities	672,982	83,622
Total liabilities	2,718,505	494,996
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows - pension related	59,996	7,764
Deferred inflows - OPEB	94,620	12,245
Total deferred inflows of resources	154,616	20,009
NET POSITION		
Net investment in capital assets	49,747,270	149
Unrestricted	16,386,834	1,279,635
Total net position	$ 66,134,104	$ 1,279,784
Adjustment to report the cumulative internal balance for the net effect of the activity between the ISF's and the enterprise funds		
Net position of business-type activities		

The accompanying notes are an integral part of these financial statements.

Business-Type Activities - Enterprise Funds		Governmental Activities
Fieldhouse Sports Facility	Total	Internal Service Funds
$ 12,377	$ 14,541,038	$ 3,196,845
82,903	4,019,347	41,488
-	-	647,079
-	1,250,000	-
95,280	19,810,385	3,885,412
-	828,154	-
478,436	567,630	-
-	4,981,819	-
637,702	1,519,645	-
6,587,970	17,367,829	-
-	63,023,047	-
-	4,802,361	-
102,316	3,492,391	14,318,539
(3,658,138)	(41,859,017)	(10,929,909)
4,148,286	54,723,859	3,388,630
4,243,566	74,534,244	7,274,042
2,144	2,144	-
75,582	520,706	-
11,243	77,455	-
88,969	600,305	-
43,926	1,160,334	712,529
32,584	431,627	-
1,250,000	1,250,000	-
66,632	894,786	-
5,153	25,117	-
53,602	141,444	-
530,000	530,000	-
934	6,420	-
1,982,831	4,439,728	712,529
20,614	100,469	-
38,246	38,246	-
99,505	685,520	-
15,404	106,138	-
173,769	930,373	-
2,156,600	5,370,101	712,529
11,506	79,266	-
18,145	125,010	-
29,651	204,276	-
3,582,184	53,329,603	3,388,630
(1,435,900)	16,230,569	3,172,883
$ 2,146,284	69,560,172	$ 6,561,513
	234,545	
	$ 69,794,717	

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN FUND NET POSITION - PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Business-Type Activities - Enterprise Funds		
	Utility	Solid Waste	Fieldhouse Sports Facility
OPERATING REVENUES			
Charges for services	$ 21,338,912	$ 4,907,170	$ 1,341,851
Miscellaneous	83,215	-	110,902
Total operating revenues	21,422,127	4,907,170	1,452,753
OPERATING EXPENSES			
Water supply	12,575,194	-	-
Refuse collection	-	4,415,368	-
Administrative charges	1,471,930	-	-
Sports facility	-	-	1,565,852
Claims and provision	-	-	-
Equipment	470,645	49,771	-
Depreciation	1,509,431	26	294,725
Total operating expenses	16,027,200	4,465,165	1,860,577
Operating income (loss)	5,394,927	442,005	(407,824)
NON-OPERATING REVENUES (EXPENSES)			
Gain (loss) on disposal of property	-	-	-
Intergovernmental	-	-	538,625
Investment income	425,515	-	-
Interest expense	-	-	19,028
Total non-operating revenues (expenses)	425,515	-	557,653
INCOME (LOSS) BEFORE TRANSFERS	5,820,442	442,005	149,829
Transfers in	-	-	-
Transfers out	(2,627,475)	(200,000)	-
CHANGE IN NET POSITION	3,192,967	242,005	149,829
NET POSITION - BEGINNING	62,941,137	1,037,779	1,996,455
NET POSITION - END OF YEAR	$ 66,134,104	$ 1,279,784	$ 2,146,284
Adjustment for the net effect of the current year activity between the internal service funds and the enterprise funds.			
Change in net position of business-type activities			

The accompanying notes are an integral part of these financial statements.

Total	Governmental Activities Internal Service Funds
$ 27,587,933	$ 1,737,195
194,117	92,580
27,782,050	1,829,775
12,575,194	-
4,415,368	-
1,471,930	144,636
1,565,852	-
-	591,078
520,416	-
1,804,182	793,824
22,352,942	1,529,538
5,429,108	300,237
-	21,434
538,625	-
425,515	-
19,028	-
983,168	21,434
6,412,276	321,671
-	95,000
(2,827,475)	-
3,584,801	416,671
65,975,371	6,144,842
69,560,172	$ 6,561,513
77,115	
$ 3,661,916	

The accompanying notes are an integral part of these financial statements.

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Business-Type Activities - Enterprise Funds	
	Utility	Solid Waste
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers	$ 21,360,602	$ 4,863,979
Receipts from interfund charges for services	-	-
Payments to suppliers	(14,114,410)	(4,129,603)
Payments to employees	(1,128,412)	(288,330)
Net cash provided (used) by operating activities	6,117,780	446,046
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Cash paid to other funds	(2,926,812)	(68,100)
Cash received from other funds	-	-
Intergovernmental	-	-
Net cash provided (used) by noncapital financing activities	(2,926,812)	(68,100)
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(3,933,893)	-
Interest paid on long-term debt	-	-
Disposal of capital assets	-	-
Net cash provided (used) by capital and related financing activities	(3,933,893)	-
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest received	425,515	-
Net cash provided by investing activities	425,515	-
Net (decrease) increase in cash and cash equivalents	(317,410)	377,946
Cash and cash equivalents, beginning of year:		
Cash and cash equivalents	7,532,131	648,453
Restricted cash and cash equivalents	7,115,695	-
Total cash and cash equivalents, beginning of year	14,647,826	648,453
Cash and cash equivalents, end of year:		
Cash and cash equivalents	13,502,262	1,026,399
Restricted cash and cash equivalents	828,154	-
Total cash and cash equivalents, end of year	$ 14,330,416	$ 1,026,399
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		
Operating income (loss)	$ 5,394,927	$ 442,005
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation	1,509,431	26
Decrease (increase) in customer receivable	(159,224)	(43,191)
Decrease (increase) in net pension asset	25,249	1,199
Increase (decrease) in pension and OPEB related def. outflows	315,300	44,020
Increase (decrease) in accounts payable	(1,068,571)	(15,687)
Increase (decrease) in accrued liabilities	(18,608)	20,220
Increase (decrease) in customer deposits	97,699	-
Increase (decrease) in unearned revenue	-	-
Increase (decrease) in compensated absences	5,573	(3,692)
Increase (decrease) in total OPEB liability	2,579	-
Increase (decrease) in pension and OPEB related def. inflows	13,425	1,146
Net cash provided (used) by operating activities	$ 6,117,780	$ 446,046

The accompanying notes are an integral part of these financial statements.

Business-Type Activities - Enterprise Funds		Governmental Activities
Fieldhouse Sports Facility	Total	Internal Service Funds
$ 1,430,267	$ 27,654,848	$ -
-	-	1,818,287
(883,971)	(19,127,984)	(826,831)
(648,683)	(2,065,425)	-
(102,387)	6,461,439	991,456
-	(2,994,912)	-
108,954	108,954	95,000
538,625	538,625	-
647,579	(2,347,333)	95,000
-	(3,933,893)	(1,760,265)
(535,355)	(535,355)	-
-	-	21,434
(535,355)	(4,469,248)	(1,738,831)
-	425,515	-
-	425,515	-
9,837	70,373	(652,375)
2,540	8,183,124	3,849,220
-	7,115,695	-
2,540	15,298,819	3,849,220
12,377	14,541,038	3,196,845
-	828,154	-
$ 12,377	$ 15,369,192	$ 3,196,845
$ (407,824)	$ 5,429,108	$ 300,237
294,725	1,804,182	793,824
10,830	(191,585)	(11,488)
6,943	33,391	-
57,196	416,516	-
(34,757)	(1,119,015)	(91,117)
(217)	1,395	
320	98,019	-
(33,636)	(33,636)	-
12	1,893	-
846	3,425	-
3,175	17,746	-
$ (102,387)	$ 6,461,439	$ 991,456

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2024

I. Summary of Significant Accounting Policies

The City of Duncanville (the "City") was incorporated on August 2, 1947. The City operates as a home-rule charter city since May 5, 1962, pursuant to Article XI, Section 5 of the State Constitution. The City operates under a council-manager form of government with a mayor and six City Council members. Five Council Members are elected from single-member districts with the Mayor and one Council Member elected at large. The City provides the following services as authorized by its charter: community services, police, fire, and public works.

The accounting and reporting policies of the City conform to accounting principles generally accepted in the United States of America for local governments. Generally accepted accounting principles (GAAP) for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB). The following is a summary of the more significant accounting and reporting policies:

A. Reporting Entity

The accompanying financial statements present the government and its component unit, the Duncanville Community and Economic Development Corporation (DCEDC), an entity for which the City is financially and operationally responsible for.

The DCEDC was incorporated on April 28, 1995, as a nonprofit industrial development corporation under the Development Corporation Act of 1979 ("Act"). The Corporation is organized exclusively for benefiting and accomplishing public purposes of, and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. These purposes include the construction, renovation and operation of municipal buildings, the acquisition and improvement of parks, as well as the promotion and expansion of manufacturing and industrial facilities; and other economic development purposes. The DCEDC also provides services directly to the citizens of Duncanville. The DCEDC meets all three requirements sufficient to be considered a component unit (direct benefit, access to resources, and significance to the primary government). The DCEDC operates under a seven-member Board of Directors, all appointed by the City Council. The Board is substantially separate from the City Council, classifying the DCEDC as a discretely presented component unit. Discretely presented component units are reported in a separate column in the government-wide statements to emphasize it is legally separate from the City. Separate financial statements are not issued for the DCEDC.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all activities of the primary government and its discreetly presented component unit. These statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. Governmental activities, which are partially supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, transactions between governmental and business-type activities have not been eliminated.

This statement demonstrates the degree to which the direct expenses of a given function of government are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function of City government. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues in the statement of activities.

C. Fund Financial Statements

In addition to the government-wide financial statements, the City also reports separate financial statements for governmental funds and proprietary funds and these statements are classified as fund financial statements. The fund financial statements are organized on the basis of funds, each of which is considered a separate accounting entity with self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures or expenses. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of resources available for spending, as well as on balances of expendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The City of Duncanville maintains 17 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General, Debt Service, American Rescue Plan, and Bond Capital Projects Funds, which are considered to be major funds. Individual fund data for all non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary funds are maintained for enterprise and internal service operations of the City. Enterprise funds are used to report functions presented as business-type activities in the government-wide financial statements. The Utility, Solid Waste and Fieldhouse Sports Facility funds are all considered to be major enterprise funds. Internal service funds are used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for medical insurance, general liability operations, fleet/heavy equipment capital replacement, and information technology equipment. The internal service funds predominately benefit governmental rather than business-type functions, so they have been included within governmental activities in the government-wide financial statements. All internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements in the *Combining and Individual Fund Statements and Schedules* section of this report. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met. With the economic resources measurement focus, all assets and liabilities (whether current or noncurrent) are reported on the Statement of Net Position.

As a general rule, except for interfund services provided and used which are not eliminated in the process of consolidation, the effect of other interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include 1) charges to customers for goods or services provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary operations are charges to customers for sales and services. All revenues and expenses that do not meet this definition are reported as non-operating revenues and expenses. Unbilled receivables for water and sewer services are recorded at year-end.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized when it becomes measurable and available. Measurable means the amount of the transaction can be determined. Available means collected within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenue to be available if it is collected within 60 days of the fiscal year-end. Expenditures are recognized under the modified accrual basis of accounting when the related fund liability is incurred, with the exception of principal and interest on general long-term debt, and liabilities for accrued compensated absences and arbitrage rebate, which are recognized when due.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

General Fund - The General Fund is the primary operating fund of the City. This fund is used to account for all financial resources of the general government, except those accounted for in another fund.

Debt Service Fund - This fund accounts for the accumulation of resources (primarily property tax levies) for the payment of principal, interest and related costs of general long-term debt.

American Rescue Plan Fund - This fund accounts for federal grant funding related to the City's State and Local Fiscal Recovery grant program, which aids with costs incurred during and as a result of the COVID-19 Pandemic.

Bond Capital Projects Fund - This fund accounts for capital projects in parks and recreation, streets and sidewalks, and municipal buildings improvements funded by bond proceeds.

The City reports the following major enterprise funds:

Utility Fund - This fund accounts for water services provided to residents and businesses of the City, including administration, operations, maintenance, debt service, billing and collection.

Solid Waste Fund - This fund accounts for revenues and expenses of sanitation services provided to the residents and businesses of the City, including administration, operations, maintenance, debt service, billing and collection.

Fieldhouse Sports Facility Fund - This fund accounts for the rendering of sporting league, tournament, and event services for the residents and non-residents.

E. Assets, Liabilities, Deferred Outflows/Inflows and Net Position/Fund Balance

Encumbrances

An encumbrance system is maintained in governmental funds to account for commitments resulting from approved purchase orders, contracts, or other forms of legal commitments. Under the City's budgetary process, appropriations lapse at fiscal year-end. Encumbrances do not constitute expenditures or liabilities. Accordingly, no differences exist between actual results and the applicable budgetary data presented in the accompanying financial statements. There were no encumbrances for the City at fiscal year-end.

Pooled Cash and Investments

Cash balances of all City funds are pooled into one bank account in order to maximize investment opportunities. Negative balances, if applicable, incurred in pooled cash at year-end are treated as inter-fund receivables of a surplus fund and inter-fund payables of the deficit fund.

Investments purchased with pooled cash are treated as pooled cash and investments. Earnings from these investments are allocated monthly to each fund based on that fund's relative month-end cash and investment balance. Investments are recorded at cost; however, fiscal year-end investments with maturities greater than one year are reflected at fair value on the accompanying statement of net position.

The relationship of an individual fund to the pooled cash and investments account is essentially that of a demand deposit account. Individual funds can withdraw cash from the account as needed, and therefore all equity which the fund has in the pooled cash and investments account is highly liquid. For purposes of the accompanying statement of cash flows, the City has chosen to reconcile to "pooled cash and investments."

Cash and Cash Equivalents

The City's cash and cash equivalents are considered short-term, highly liquid investments with a maturity date within three months of the date acquired that are readily convertible to known amounts of cash and so near maturity that there is not significant risk of changes in value due to changes in interest rates.

Investments

Investments consist of balances in privately managed public funds investment pools, investments in United States (U.S.) securities and U.S. Agency securities, municipal bonds, and certificates of deposit. Investments for the City are reported at fair value, except for the position in investment pools. The City's investment in pools are reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method.

The City categorizes fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Public Funds Investment Pools in Texas (Pools) are established under the authority of the Interlocal Cooperation Act Chapter 79 of the Texas Government Code and are subject to the provisions of the Public Funds Investment Act (the Act) Chapter 2256 of the Texas Government Code. In addition to other provisions of the Act designed to promote liquidity and safety of principal, the Act requires Pools to: 1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the fair value of its underlying investment portfolio within one-half of one percent of the value of its shares.

Property Taxes

Ad valorem taxes are levied from valuations assessed as of January 1 and are recognized as revenue beginning on the date of levy, October 1, when they become available. "Available" means collected within the current period or expected to be collected soon enough thereafter to be used to pay current liabilities. Taxes not expected to be collected within 60 days of the fiscal year are recorded as deferred revenue and are recognized when it becomes available. Taxes collected prior to the levy date to which they apply are recorded as deferred revenue and recognized as revenue of the period to which they apply. Current taxes are due on October 1 and become delinquent if unpaid on February 1 and are turned over to the City Attorney for collection on July 1. Delinquent property taxes attach as an enforceable lien on property as of January 1. For the year ended September 30, 2024, the City had a tax rate of $.646034 per $100, of which $.605557 was allocated for maintenance and operations, and $.040477 was allocated for payment of principal and interest on governmental activities long-term debt.

Receivables

Taxes and accounts receivable are shown net of an allowance for the uncollectible. Accounts receivable in excess of 90 days comprise the allowance for the uncollectible. The property tax receivable allowance is equal to 66 percent of outstanding property taxes as September 30, 2024.

Interfund Receivables/Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" or "due to other funds" on the fund financial statements. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Interfund Transactions

Interfund services provided and used are accounted for as revenues, expenditures or expenses. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund and as a reduction of expenditures/expenses in the fund reimbursed. All other interfund transactions, except interfund services provided and used, are recorded as transfers.

Prepaid Items

Prepaid items represent payments for goods and services that were made in advance of receiving those goods or services. Prepaid items are valued under the consumption method, whereby they are recorded as expenditures or expenses when used rather than when purchased.

Restricted Assets

Certain proceeds from bonds, resources set aside for their repayment, and other restrictive agreements are classified as restricted assets on the balance sheet because they are maintained in separate bank accounts and their use is limited by applicable bond covenants and/or contractual arrangements.

Capital Assets

Capital assets, which include land, buildings, infrastructure, improvements, equipment and construction in progress, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and in the fund financial statements for proprietary funds. All capital assets are recorded at historical cost or estimated historical cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are valued at their acquisition value on the date donated. Repairs and maintenance are recorded as expenses. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Assets capitalized have an original cost of $5,000 or more and a useful life of at least two years. Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Assets	Use Lives (Years)
Buildings	25 - 50
Infrastructure/improvements	7 - 50
Equipment	2 - 20
Water rights	50

Estimated Claims Payable

Property, general liability, and workers' compensation insurance coverage is accounted for in the Comprehensive Self Insurance Fund, an internal service fund. At year-end, the estimated settlement value of claims reported and of claims incurred but not reported in excess of liability insurance limits is classified as estimated claims payable. Group health insurance is accounted for in the Medical Self-Insurance Fund, another internal service fund. At year-end, an estimate of unpaid claims that were incurred prior to September 30, 2024, is accrued based on past claims experience.

Compensated Absences

The City permits employees to accumulate to certain limits unused vacation, sick leave and compensatory time. Full-time city employees earn sick leave at a rate of 8 hours per month. City employees earn vacation based on length of service. Full-time employees earn vacation leave as outlined below:

New Hire	6.66 hours per month	Maximum 160 hours balance
4 yrs of continuous employment	10 hours per month	Maximum 240 hours balance
9 yrs of continuous employment	13.32 hours per month	Maximum 320 hours balance

Employees reaching the maximum vacation hour balance shall cease to accrue time until the balance has been reduced below the maximum. Full-time employees receive 32 hours of bonus vacation if the employee uses no sick leave during his/her anniversary year. Full-time employees receive 16 hours of bonus vacation if the employee uses eight (8) or less hours of sick leave during his/her anniversary year. Full-time employees using more than eight (8) hours of sick leave during his/her anniversary year are not eligible to receive bonus vacation. Any employee leaving the City in good standing is paid for accumulated vacation leave at their current pay rate. Sick leave may be accumulated from year to year, but only civil service employees are eligible to receive payment (for up to 90 days accumulation) upon retirement or termination. Accordingly, no liability has been recorded for the accumulated sick leave of non-civil service employees.

The measurement of the liability for compensated absences was determined by applying a vesting method approach to accumulated vacation and sick leave balances at fiscal year-end and includes additional salary related payments for Social Security, Medicare and retirement contributions. No liability is recorded in the governmental fund statements as payment of this liability will not be made with expendable available financial resources. Compensated absences are only reported in the governmental funds statements if they have matured (i.e., unused reimbursable leave still outstanding following an employee's resignation or retirement). In the government-wide financial statements and proprietary fund statements, the liability for employees with over 20 years of service is recorded as a current liability as these employees are eligible for retirement regardless of their age. The General Fund has been the primary funding source for payment of compensated absences to retiring or terminated employees.

Unearned Revenue

Unearned revenue is reported when cash is received before the related performance or eligibility requirements are met. These relate primarily to the grant funds received in advance for the COVID-19 ARPA grant, which will be recognized in future years to the extent that funds are spent. The City also reports unearned revenue for facility rental payments received before the rental is used.

Long-term Debt

In the government-wide financial statements, and the proprietary fund financial statements, long-term debt is reported as a liability in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds if material in amount. In the governmental fund financial statements, bond premiums and discounts are recognized during the current period. The face amount of debt is recorded as other financing sources. Bond premiums and discounts are recorded as other financing sources and uses.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future reporting period(s) and thus, will not be recognized as an outflow of resources (expense) until that time. The City has three items that qualify for reporting in this category.

- Deferred charges on refunding - Reported in the proprietary fund and government-wide financial statements, this deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

- Deferred outflows of resources for pension activities - Reported in the government wide financial statement of net position, this deferred outflow results from pension plan contributions made after the measurement date of the net pension liability and the results of differences between expected and actual actuarial experiences. The deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the next fiscal year. The other pension related deferred outflows will be amortized over the expected remaining service lives of all employees (active and inactive employees) that are provided with pensions through the pension plan. These outflows are included in the deferred amounts for post-employment benefits on the statement of net position.

- Deferred outflows of resources for OPEB - These deferred outflows result from OPEB plan contributions made after the measurement date of the net OPEB liability and the results of changes in assumptions and other inputs. The deferred outflows of resources resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the next fiscal year. The other OPEB related outflow will be amortized over the expected remaining service lives of all employees (active and inactive employees) who are provided with OPEB benefits, which is currently between 5.75 and 8.5 years, depending on the plan. These outflows are included in the deferred amounts for post-employment benefits on the statement of net position.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future reporting period(s) and thus, will not be recognized as an inflow of resources (revenue) until that time. The City has two items that qualify for reporting in this category.

- Deferred inflows of resources for unavailable revenues - Reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues if they are not collected within 60 days of the fiscal year-end. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

- Deferred inflows of resources for pensions and OPEB - Reported in the government wide financial statement of net position, these deferred inflows result primarily from differences between projected and actual earnings on pension plan investments. These amounts will be amortized over a closed five-year period. These outflows are included in the deferred amounts for post-employment benefits on the statement of net position.

Leases

The City has entered into a lease agreement as lessor. Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate, if available. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

- The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability or lease asset.

Lessor. The City is a lessor in various arrangements allowing the placement of cellular towers on City property. The city initially measures the lease receivable and a deferred inflow of resources for the present value of payments expected to be made during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments made. The deferred inflow of resources is recognized as revenue on a systematic basis over the life of the lease.

Pension

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from the City's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefits Payments and refunds are recognized when due and payable in accordance with the benefits terms. Investments are reported at fair value. Information regarding the City's Total Pension Liability (Asset) is obtained from TMRS through a report prepared for the City by TMRS' consulting actuary, Gabriel Roeder Smith & Company.

Other Post-Employment Benefits

The City provides a retiree health care plan for its employees who are eligible for benefits through the Texas Municipal Retirement System (TMRS). The City reports the total liability for this plan on the government-wide and proprietary fund financial statements. For purposes of measuring the total OPEB liability, OPEB related deferred outflows and inflows of resources, and OPEB expense, benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Contributions are not required but are measured as payments by the City for benefits due and payable that are not reimbursed by plan assets. Information regarding the City's total OPEB liability is obtained through a report prepared for the City by the consulting actuary, Gabriel Roeder Smith & Company.

Fund Equity

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. Nonspendable items are not expected to be converted to cash or are not expected to be converted to cash within the next year.

- Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

- Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by ordinance of the City Council. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

- Assigned: This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. The City Council delegates the authority for determining this intent to the City Manager. Assignments are made at the City Manager's discretion but generally represent items for which specific funds have been informally dedicated internally. This classification also includes the remaining positive fund balance for all governmental funds except the General Fund.

- Unassigned: This classification includes the residual fund balance for the General Fund. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amounts.

When multiple categories of fund balance are available for expenditure, the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds.

The City will maintain a minimum fund balance equal to sixty days of the total operating expenditures of the General Fund.

Net Position

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on the use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted - net position and unrestricted - net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted - net position to have been depleted before unrestricted - net position is applied.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

II. Detailed Notes on All Funds

A. Cash and Investments

As of September 30, 2024, the City's investments included privately managed public funds investment pools, investments in United States (U.S.) securities and U.S. Agency securities, municipal bonds, and certificates of deposit. The investment pools are recorded at amortized costs and the remaining investments are recorded at their fair value measured with level 2 inputs.

The City participates in the Texas Local Government Investment Pool ("TexPool"), and the Local Government Investment Cooperative (LOGIC). TexPool is organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. TexPool is governed by an Advisory Board composed equally of participants in the Pool and other persons who do not have a business relationship with the Pool who are qualified to advise the Pool. LOGIC is a public funds investment pool managed by First Southwest Management Company. LOGIC investments are not categorized in accordance with GASB Statement No. 3 disclosure requirements since the City is not issued securities but rather owns an individual beneficial interest in the assets of the related investment pools. Investments in external investment pools are measured at the net asset value (NAV) per share (or its equivalent) determined by the pool. These investments and deposits are fully insured by the Federal Depository Insurance Corporation or collateralized by securities held in the name of Texas Treasury Safekeeping Trust Company. Authorized investments include obligations of the United States of America or its agencies, direct obligations of the State of Texas or its agencies, certificates of deposit and repurchase agreements.

Credit Risk

In compliance with the City's investment policy as of September 30, 2024, the City minimized credit risk losses due to default of a security issuer or backer by limiting investments to the safest types of securities, pre-qualifying financial institutions, brokers/dealers, and advisors with which the City does business, and diversifying the investment portfolio so that potential losses on individual securities are minimized.

The following is a list of investments held as of September 30, 2024:

	Recorded Value	Weighted Average Maturity (Days)
Primary Government		
Local Government Investment Pools:		
LOGIC	$ 3,252,297	39
Texpool	5,607,566	87
Total Primary Government Investment Pools	8,859,863	
Investment Securities:		
Certificates of Deposit	17,521,720	44
Money Market	27,313,377	1
Total Investment Securities	44,835,097	
Total Primary Government	$ 53,694,960	
Discretely Presented Component Unit		
Certificates of Deposit	$ 2,141,075	44
Total Discretely Presented Component Unit	$ 2,141,075	

Interest Rate Risk

The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, the prior written consent of the City Manager must be obtained.

Concentration of Credit Risk

The City's investment policy does not provide for specific limits on investment in any one single instrument. The allocation of assets is set with the objective of optimizing the investment return within framework of acceptable risk and diversification.

B. Ad Valorem Taxes

Property tax is levied October 1 of each year on the assessed value listed as of the prior January 1 for all real and personal property located in the City. Assessed value represents the appraised value less applicable exemptions authorized by the City Council. Appraised values are established by the Dallas Central Appraisal District at 100% of estimated market value. The assessed value for the tax roll of January 1, 2023, upon which the 2024 fiscal year levy was based, was $3,557,257,753.

Taxes are due on October 1, immediately following the January 1 lien date and are delinquent after the following January 31. Penalty and interest are charged at 7% on delinquent taxes beginning February 1, and increases to 18% on July 1, additional interest accrues at the rate of 1% each month thereafter. As of July 1, a 20% collection cost may be added to all delinquent accounts. Total current tax collections for the year ended September 30, 2024, were 98.34% of the tax levy.

In Texas, countywide central appraisal districts are required under the Property Tax Code to assess all property within the appraisal district on the basis of 100% of its appraised value and are prohibited from applying any assessment ratios. The value of property within the appraisal district must be reviewed every three years; however, the City may, at its own expense, require annual reviews of appraised values. The City may challenge appraised values established by the appraisal district through various appeals and, if necessary, legal action. Under this legislation, the City continues to set tax rates on City property. However, if the effective tax rate, excluding tax rates for bonds and other contractual obligations, adjusted for new improvements, exceeds the rate for the previous year by more than 8%, qualified voters of the City may petition for an election to determine whether to limit the tax rate to no more than 8% above the tax rate of the previous year.

C. Receivables

Accounts receivable as of September 30, 2024, for the City's individual major and nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	General Fund	Debt Service	Nonmajor Governmental	Utility	Solid Waste	Fieldhouse	Self Insurance	Total Primary Government	DCEDC (Component Unit)
Receivables:									
Accounts	$2,522,097	$ -	$ 198,093	$4,294,620	$ 921,308	$ 82,903	$ 41,488	$ 8,060,509	$ 585,981
Leases	2,303,675	-	-	-	-	-	-	2,303,675	-
Ad valorem taxes	1,156,420	103,090	-	-	-	-	-	1,259,510	-
Other taxes	1,697,851	-	120,410	-	-	-	-	1,818,261	-
Court fines	2,363,324	-	-	-	-	-	-	2,363,324	-
Gross receivables	10,043,367	103,090	318,503	4,294,620	921,308	82,903	41,488	15,805,279	585,981
Less: allowance for uncollectible accounts	(3,465,909)	(71,933)	(35,698)	(1,067,829)	(211,655)	-	-	(4,853,024)	-
Net receivables	$6,577,458	$ 31,157	$ 282,805	$3,226,791	$ 709,653	$ 82,903	$ 41,488	$10,952,255	$ 585,981

D. Lease Receivable

The City has entered into multiple leases as lessor for the placement of cellular antennas on City property by a telecommunication company. The lessee is required to make monthly payments ranging from $13,223 to $13,620.

A summary of the City's lease receivables as of September 30, 2024, is as follows:

Purpose of the Lease	Interest Rate	Amount of Initial Receivable	Current Year Interest	Amount Outstanding 09/30/24	Amount Receivable Within One Year
Cell towers	3.8 - 3.9%	$ 2,380,386	$ 90,198	$ 2,303,675	$ 8,244
Totals			$ 90,198	$ 2,303,675	$ 8,244

E. Deferred Inflows of Resources

As of September 30, 2024, the City's individual major and nonmajor funds in the aggregate reported the following as deferred inflows of resources:

	General	Debt Service	Nonmajor Governmental	Total
Unavailable revenue - property taxes	$ 316,023	$ 28,398	$ -	$ 344,421
Unavailable revenue - EMS	764,924	-	-	764,924
Unavailable revenue - court fines	379,857	-	-	379,857
Unavailable revenue - cell tower leases	2,303,675	-	-	2,303,675
Unavailable revenue - grants and other	-	-	40,509	40,509
Unavailable revenue - paving assessments	-	-	51,015	51,015
Totals	$ 3,764,479	$ 28,398	$ 91,524	$ 3,884,401

F. Capital Assets

Capital assets activity for the primary government for the fiscal year ended September 30, 2024, is as follows:

	Beginning Balance	Additions	Transfers/ Deletions	Ending Balance
Governmental activities:				
Capital assets not being depreciated:				
Land	$ 21,139,703	$ -	$ -	$ 21,139,703
Construction in progress	13,469,717	5,780,775	(13,230,012)	6,020,480
Total capital assets not being depreciated	34,609,420	5,780,775	(13,230,012)	27,160,183
Capital assets being depreciated:				
Buildings	13,759,475	8,782,262	-	22,541,737
Infrastructure	64,573,045	4,597,750	-	69,170,795
Improvements	9,710,906	54,049	-	9,764,955
Equipment	30,142,190	3,739,224	(153,377)	33,728,037
Total assets being depreciated	118,185,616	17,173,285	(153,377)	135,205,524
Less accumulated depreciation for:				
Buildings	(7,208,588)	(299,809)	-	(7,508,397)
Infrastructure	(52,031,379)	(1,181,560)	-	(53,212,939)
Improvements	(4,100,176)	(224,390)	-	(4,324,566)
Equipment	(22,697,735)	(1,985,460)	153,377	(24,529,818)
Total accumulated depreciation	(86,037,878)	(3,691,219)	153,377	(89,575,720)
Total capital assets being depreciated, net	32,147,738	13,482,066	-	45,629,804
Governmental activities capital assets, net	$ 66,757,158	$ 19,262,841	$ (13,230,012)	$ 72,789,987

	Beginning Balance	Additions	Transfers/ Deletions	Ending Balance
Business-type activities:				
Capital assets, not being depreciated:				
Land	$ 567,630	$ -	$ -	$ 567,630
Construction in progress	10,064,989	3,869,187	(8,952,357)	4,981,819
Total capital assets, not being depreciated	10,632,619	3,869,187	(8,952,357)	5,549,449
Capital assets being depreciated:				
Buildings	14,859,783	2,508,046	-	17,367,829
Infrastructure	56,514,028	6,509,019	-	63,023,047
Water rights	4,802,361	-	-	4,802,361
Improvements	1,519,645	-	-	1,519,645
Equipment	3,492,391	-	-	3,492,391
Total assets being depreciated	81,188,208	9,017,065	-	90,205,273
Less accumulated depreciation for:				
Buildings	(7,161,235)	(447,407)	-	(7,608,642)
Infrastructure	(27,314,583)	(1,012,960)	-	(28,327,543)
Water rights	(2,593,272)	(96,047)	-	(2,689,319)
Improvements	(253,563)	(39,163)	-	(292,726)
Equipment	(2,732,182)	(208,605)	-	(2,940,787)
Total accumulated depreciation	(40,054,835)	(1,804,182)	-	(41,859,017)
Total capital assets being depreciated, net	41,133,373	7,212,883	-	48,346,256
Business-type activities capital assets, net	$ 51,765,992	$ 11,082,070	$ (8,952,357)	$ 53,895,705

Capital assets activity for the discretely presented component unit is as follows:

	Beginning Balance	Additions	Transfers/ Deletions	Ending Balance
Capital assets not being depreciated:				
Land	$ 219,637	$ -	$ -	$ 219,637
Total capital assets not being depreciated	219,637	-	-	219,637
Capital assets being depreciated:				
Buildings	906,133	-	-	906,133
Total assets being depreciated	906,133	-	-	906,133
Less accumulated depreciation for:				
Buildings	(98,167)	(18,123)	-	(116,290)
Total accumulated depreciation	(98,167)	(18,123)	-	(116,290)
Total capital assets being depreciated, net	807,966	(18,123)	-	789,843
Capital assets, net	$1,027,603	$ (18,123)	$ -	$1,009,480

Depreciation

Depreciation expense was charged to functions/programs of the City as follows:

	Depreciation Expense
Primary government	
Governmental activities:	
General government	$ 447,913
Police	901,724
Fire	594,434
Development services	474,165
Financial services	122,983
Municipal court	91,784
Parks and recreation	264,392
Total Governmental activities	2,897,395
Internal service activites:	
Fleet replacement	793,824
Total government and internal service activities	$ 3,691,219
Business-type activities:	
Water and sewer	1,413,384
Water rights amortization	96,047
Fieldhouse	294,725
Solid Waste	26
Total Business-type activities	1,804,182
Total primary government	$ 5,495,401

Construction commitments

The City has active construction projects as of September 30, 2024. At year end, the City's commitments with contractors were as follows:

Projects	Remaining Commitment
Governmental activities	
Nonmajor governmental funds	$ 370,861
Total Governmental Commitments	$ 370,861
Business-type activities	
Utility fund	$ 1,747,761
Total Business-type Commitments	$ 2,118,622

Long-term Liabilities

Changes in the City's long-term liability activity for the year ended September 30, 2024, are as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Amount Due Within One Year
Governmental activities:					
General obligation bonds	$ 18,125,000	$ -	$ (825,000)	$ 17,300,000	$ 855,000
Premium on bonds	954,340	-	(61,903)	892,437	-
Compensated absences	3,968,850	1,530,298	(1,363,303)	4,135,845	827,169
Total governmental activities	$ 23,048,190	$ 1,530,298	$ (2,250,206)	$ 22,328,282	$ 1,682,169
Business-type activities:					
General obligation bonds	$ 1,045,000	$ -	$ (515,000)	$ 530,000	$ 530,000
Premium on bonds	79,968	-	(41,722)	38,246	-
Compensated absences	123,693	73,344	(71,451)	125,586	25,117
Total business-type activities	$ 1,248,661	$ 73,344	$ (628,173)	$ 693,832	$ 555,117

For governmental activities, compensated absences are generally liquidated by the General Fund.

General Obligation Bonds

General obligation bonds and certificates of obligation for Governmental Activities outstanding as of September 30, 2024, consist of the following individual issues:

General Obligation Bonds:	Interest Rate	Final Maturity Date	Outstanding 09/30/24
2019 General Obligation	3.0 - 5.0%	2/15/39	$ 17,300,000
Total general obligation bonds			$ 17,300,000

General obligation bonds and certificates of obligation for Business-Type Activities outstanding as of September 30, 2024, consist of the following individual issues:

General Obligation Bonds:	Interest Rate	Final Maturity Date	Outstanding 09/30/24
2016 Refunding Bonds	3.0 - 4.0%	2/15/25	$ 530,000
Total general obligation bonds			$ 530,000

The annual debt service requirements to maturity on general obligation bonds as of September 30, 2024, are as follows:

	Governmental Activities		Business-Type Activities	
Fiscal Year	Principal	Interest	Principal	Interest
2025	855,000	630,556	530,000	7,950
2026	890,000	595,481	-	-
2027	935,000	549,856	-	-
2028	980,000	501,981	-	-
2029	1,030,000	451,736	-	-
2030-2034	5,795,000	1,618,409	-	-
2035-2039	6,815,000	595,294	-	-
Total	$ 17,300,000	$ 4,943,313	$ 530,000	$ 7,950

G. Interfund Balances and Transfers

Due to/from Other Funds

The composition of interfund balances outstanding as of September 30, 2024, is as follows:

Receivable Fund	Payable Fund	Amount	Purpose
Utility	Fieldhouse Sports Facility	$ 1,250,000	To correct negative cash balance

Interfund Transfers

The composition of interfund transfers for the year ended September 30, 2024, is as follows:

Transfer From	Transfer To	Amount	Purpose
General	Internal Service	$ 95,000	To supplement capital projects
	Nonmajor governmental	218,137	To supplement capital projects
Solid Waste	Nonmajor governmental	200,000	To supplement capital projects
Nonmajor governmental	General	42,716	To reimburse administrative costs
Utility	General	2,607,475	To reimburse administrative costs
	Internal Service	20,000	To supplement capital projects
Total		$ 3,183,328	

H. Employee Retirement System

Texas Municipal Retirement System

Plan Description and Provisions

The City participates as one of 901 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available annual comprehensive financial report (ACFR) that can be obtained at *www.tmrs.com*.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven actuarially equivalent payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The City grants monetary credits for service rendered of a theoretical amount equal to two times what would have been contributed by the employee, with interest. Monetary credits, also known as the matching ratio, are 200% of the employee's accumulated contributions and are only payable in the form of an annuity.

Beginning in 2010, the City granted an annually repeating (automatic) basis monetary credit referred to as an updated service credit (USC) which is a theoretical amount that takes into account salary increases or plan improvements. If at any time during their career an employee earns a USC, this amount remains in their account earning interest at 5% until retirement. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer match plus employer-financed monetary credits, such as USC, with interest were used to purchase an annuity. Additionally, initiated in 2010, the City provided on an annually repeating (automatic) basis cost of living adjustments (COLA) for retirees equal to a percentage of the change in the consumer price index (CPI).

A summary of plan provisions for the City are as follows:

Employee deposit rate:	7%
Matching ratio (City to employee):	2 to 1
Years required for vesting:	5
Service retirement eligibility:	20 years at any age, 5 years at age 60 and above
Updated service credit:	0%
Annuity increase to retirees:	0% of CPI repeating
Supplemental death benefit - employees and retirees	No

The employer contribution rate cannot exceed a statutory maximum rate, which is based on a combination of the employee contribution rate and the City matching percentage. There is an optional higher maximum rate that may be applied in certain circumstances if elected by participating cities, or a city may elect to remove the maximum rate.

Employees covered by benefit terms

As of the December 31, 2023, valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	281
Inactive employees entitled to but not yet receiving benefits	278
Active employees	274
Total	833

Contributions

Member contribution rates in TMRS are either 5%, 6% or 7% of the member's total compensation, and the city matching ratios are either 1:1(1 to 1), 1.5:1 (1 ½ to 1) or 2:1 (2 to 1), both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city's contribution rate is based on the liabilities created from the benefit plan options selected by the city and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7.0% of their annual gross earnings during the fiscal year. The contribution rates for the City were 6.19% and 10.04% in calendar years 2023 and 2024, respectively. The City's contributions to TMRS for pension benefits for the year ended September 30, 2024, were $2,070,274 and were equal to the required contributions.

Net Pension Liability

The City's net pension liability (NPL) was measured as of December 31, 2023, and the total pension liability (TPL) used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The total pension liability in the December 31, 2023, actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. Based on the size of the city, rates are multiplied by an additional factor of 100.0%. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by the most recent Scale MP-2021 to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS as of December 31, 2022. They were adopted in 2023 and first used in the December 31, 2023, actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2024 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	35%	6.7%
Core fixed income	6%	4.7%
Non-core fixed income	20%	8.0%
Other Public and Private Markets	12%	8.0%
Real estate	12%	7.6%
Hedge Funds	5%	6.4%
Private equity	10%	11.6%
Total	100.00%	

Discount Rate

The discount rate used to measure the total pension liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statue. Based on that assumption, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in the Net Pension Liability/(Asset)

	Increase (Decease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balance at 12/31/2022	$ 122,288,661	$ 115,816,283	$ 6,472,378
Changes for the year:			
Service cost	2,622,566	-	2,622,566
Interest	8,498,233	-	8,498,233
Change in benefits terms including substantively automatic status	6,164,399		6,164,399
Change In Assumptions	(957,591)	-	(957,591)
Difference between expected and actual experience	250,388	-	250,388
Contributions - employer	-	1,341,382	(1,341,382)
Contributions - employee	-	1,512,706	(1,512,706)
Net investment income	-	13,352,809	(13,352,809)
Benefit payments, including refunds of employee contributions	(7,729,185)	(7,729,185)	-
Administrative expense	-	(85,276)	85,276
Other changes	-	(596)	596
Net changes	8,848,810	8,391,840	456,970
Balance at 12/31/2023	$ 131,137,471	$ 124,208,123	$ 6,929,348

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The net pension liability attributable to the governmental activities will be liquidated primarily by the General Fund.

The following presents the net pension liability/(asset) of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) of 1-percentage-higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
Net pension liability/(asset)	$ 22,535,876	$ 6,929,348	$ (6,092,345)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in a separately issued TMRS financial report. That report may be obtained at *www.tmrs.com.*

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2024, the City recognized pension expense of $6,710,794.

As of September 30, 2024, the City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 171,903	$ 182,009
Changes in actuarial assumptions	-	619,220
Difference between projected and actual investment earnings	3,337,897	-
Contributions subsequent to the measurement date	1,753,579	-
Total	$ 5,263,379	$ 801,229

$1,753,579 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total pension liability for the year ending September 30, 2025. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

For the Year Ended September 30,	
2025	$ 443,899
2026	834,010
2027	2,537,704
2028	(1,107,042)

I. Other Post-Employment Benefits

Retiree Health Plan

Plan Description

The City offers its retired employees health insurance benefits through a single employer defined benefit OPEB plan, under City policy. This plan is administered by the City, and it has the authority to establish and amend the benefit terms and financing arrangements. There are no assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefits Provided

In addition to the pension benefits described in Note 8, the City makes postretirement health care benefits available to all employees who retire from the City and who qualify to receive pension disbursements from Texas Municipal Retirement System (TMRS) through a single- employer defined benefit healthcare plan. The benefits are provided to the retired employee and dependents under the same plan as active employees in accordance with State law. The retiree pays premiums for the retiree and dependents monthly. The City's contributions to the plan for the year ended September 30, 2024, were $131,810 which equal benefit payments for retirees.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	10
Inactive employees entitled to but not yet receiving benefits	0
Active employees	234
Total	244

Actuarial Assumptions

The City's Total OPEB Liability ("TOL") was measured as of December 31, 2023, and was determined by an actuarial valuation as of that date using the following actuarial assumptions:

Inflation rate	2.50%
Actuarial cost method	Individual Entry Age Normal
Discount rate	3.77%
Projected salary increases	3.60% to 11.85% including inflation

Changes in Total OPEB Liability

Changes in Total OPEB Liability	
Total OPEB Liability - Beginning	$ 1,083,262
Changes for the year:	
Service cost	77,393
Changes in benefit terms	-
Interest on total OPEB liability	44,126
Differences between expected and actual experience	(11,932)
Changes in assumptions or other inputs	9,743
Benefit payments	(64,842)
Net Changes in Total OPEB Liability	54,488
Total OPEB Liability - Ending	$ 1,137,750

Sensitivity Analysis

The following presents the total OPEB liability of the employer, calculated using the discount rate of 3.77%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.77%) or 1 percentage point higher (4.77%) than the current rate.

1% Decrease in Discount Rate (2.77%)	Discount Rate (3.77%)	1% Increase in Discount Rate (4.77%)
$ 1,242,475	$ 1,137,750	$ 1,042,552

The following schedule shows the impact of the total OPEB liability if the Healthcare Cost Trend Rate used was 1% less than and 1% greater than what was used in measuring the total OPEB liability.

1% Decrease	Current Trend Rate Assumption	1% Increase
$ 999,147	$ 1,137,750	$ 1,303,062

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB Activity

For the year ended September 30, 2024, the City recognized OPEB income of $169,513.

As of September 30, 2024, the City reported deferred outflows and inflows of resources related to OPEBs from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference in expected and actual economic experience	$ 491,137	$ 1,011,014
Difference in assumption changes	255,034	252,601
Employer contributions subsequent to the measurement date	36,761	-
Totals	$ 782,932	$ 1,263,615

The $36,761 reported as deferred outflows of resources related to OPEB resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ending September 30, 2025. Amounts currently reported as deferred outflows and inflows of resources related to OPEBs, excluding contributions subsequent to the measurement date, will be recognized in OPEB expense as follows:

For the Year Ended September 30,	
2025	$ 47,994
2026	25,122
2027	(66,992)
2028	(191,678)
2029	(170,625)
Therafter	(161,265)

J. Commitments and Contingencies

City of Dallas Water Purchase Agreement

In 2014, the City entered into a thirty-year agreement to purchase treated water from the City of Dallas. The rate during fiscal 2023 was $0.515 per 1,000 gallons plus an annual demand charge of $328,362 for each million gallons per day as established by the rate of flow controller setting (currently 9.5 million gallons at $3,119,439 annually).

Trinity River Authority Sewage Disposal Agreement

In November 1983, the City and other area municipalities entered into a contract with the Trinity River Authority (the "Authority") for utilization of the Authority's sewer transmission and treatment facilities. Under the contract, the City is required to pay a portion of the annual cash requirement to operate the facility determined by dividing the actual number of gallons discharged into the system by the City by the total number of gallons discharged by all of the participating cities. Accordingly, the future obligations of the City in connection with the contract cannot be estimated since payment varies in direct relationship to gallons discharged. The City has no ownership interest in the Authority or in conjunction with other participating cities.

Total payments made by the City under the contract amounted to $5,573,062 for 2024. The payments are reflected in the accompanying statement of revenues, expenses and changes in net position of the Utility Fund. Under the terms of the contract, the City is obligated to make payments for the use of the facilities for the life of the facilities. Further, the revenues of the Public Utility Fund are pledged to support payments due to the Authority in accordance with the terms of the contract. Such payments are considered operating expenses and, therefore, have priority over principal and interest due on revenue bonds.

Lakeview Regional Water Supply Contract

The City and the Cities of Grand Prairie and Cedar Hill entered into a contract with TRA, dated February 27, 1985, in effect for the useful life of the project, whereby TRA would sell its revenue bonds and construct and operate a water treatment plant, transmission and storage facilities necessary to supply treated water from Joe Pool Lake to the cities. Water intake facilities were financed and constructed in 1986, but the treatment plant and transportation facilities have not been constructed. There are no current plans to construct the treatment plant and transportation facilities for the City necessary to use the raw water from Joe Pool Lake. Under the contract, the City is required to pay its proportionate share (based on a percentage of water usage) of maintenance and operation costs. The City's current payments under the contract, which include debt service on bonds issued by TRA to construct the intake facilities and other costs associated with the facility, were $7,491 this fiscal year.

Dallas Wastewater Treatment Contract

In 2014, the City entered into a thirty-year contract with the City of Dallas to transport and treat wastewater from an area in the northeastern part of the City. Under the contract, the City is required to pay a transportation charge (based on cost of service) and a treatment charge (at the same rate as Dallas is charged by TRA for treatment of the wastewater). The City's current payments for fiscal year 2024 were $444,931.

City of Duncanville Development Agreement with SWH Duncanville, LLC

The City agreed to rebate taxes to SWH Duncanville, LLC to construct a 65,000 sq. foot Hampton Inn and Suites Hotel. Beginning in FY 2020, the City agreed to rebate 5% of the hotel occupancy taxes generated by the facility up to $250,000. As of September 30, 2024, $250,000 has been abated.

State and Federal Programs

The City has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursement to the grantor agency for expenditures disallowed under the terms of the grant. In the opinion of management of the City, disallowed costs, if any, would not be material.

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During fiscal year 2023, the City purchased commercial insurance to cover these general liabilities from the Texas Municipal League Risk Pool ("TML"). The City pays an annual premium to TML for such coverage. TML purchases reinsurance and the City does not retain the risk of losses. There were no significant reductions in coverage in the past fiscal year, and there were no settlements exceeding insurance coverage in each of the past three fiscal years.

Other Contingencies

There are other claims and pending actions incident to normal operations of the City. In the opinion of the City management and based on consultation with the City's attorney, the City's potential liability in these matters will not have a material impact on the financial statements.

K. Self-Insurance

The City established a comprehensive self-insurance plan for workers' compensation, property and casualty, and general liability coverage. The self-insurance plan encompasses workers' compensation benefits, fire, law enforcement, auto fleet, computer hardware and software, other property, public officials' liability and general liability coverage. A third-party insurance company coinsures with the City for individual claim retention levels and corresponding policy limits as follows: $75,000/$1,000,000 for workers' compensation; $25,000/$62,755,356 for real and personal property; and $25,000/$2,000,000 for liability claims. All claims and maximums are calculated for a plan year ending each September 30. Settled claims have not exceeded the aggregate policy limits in any of the past three fiscal years.

The claim liability reported in the comprehensive self-insurance fund is based on the requirements of GASB 10, "Accounting and Financial Reporting for Risk Financing and Related Insurance Issues," which requires that a liability be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

Changes in the funds' claims liability amount in fiscal years 2021, 2022, 2023 and 2024 were:

Fiscal Year	Beginning Balance	Current Year Claims and Changes in Estimates	Claims Payments	Ending Balance
2021	$ 105,580	$ 271,294	$ 169,947	$ 206,927
2022	206,927	215,765	288,299	134,393
2023	134,393	224,848	271,291	87,950
2024	87,950	233,931	208,707	113,174

Accrued liabilities include provisions for claims reported and claims incurred but not reported. The provision for reported claims is determined by estimating the amount which will ultimately be paid for each claimant. The provision for claims incurred but not yet reported is estimated based on City experience since the inception of the program. All claims are expected to be paid within one year. Premium payments are reported as inter-fund services provided and used; accordingly, they are treated as operating revenues of the Self-Insurance internal service fund and operating expenditures/expenses of the participating funds.

L. Joint Ventures

Southwest Regional Communications Center

The Southwest Regional Communications Center (the Center) provides police, fire, medical aid and emergency service communications to participating cities. The Center's Management Committee is comprised of each of the participating cities' City Manager or their designee. To date, the participating cities have been DeSoto, Duncanville, and Cedar Hill. The facility's Management Committee is comprised of each of the participating cities' City Manager or their designee. The City has a one-third share in the Center's residual equity excluding the building. The City's equity interest in the joint venture as of September 30, 2023, the most recent year for which information is available, was $414,349 and is reported in the government-wide *Statement of Net Position*.

Regional Animal Control Shelter

The City also entered into an annually renewable interlocal cooperation agreement with the cities of Cedar Hill and DeSoto on September 3, 1991, to establish a Regional Animal Control Shelter facility ("facility"). The facility's Management Committee is comprised of each of the participating cities' City Manager or their designee. The City has a one-third share in the equity of the facility, accounted for in the government-wide *Statement of Net Position*. The value of the City's share in the equity of the facility as of September 30, 2023, (the most recent year for which information is available) is $656,032. The financial statements of the facility can be obtained by contacting: City of Cedar Hill Finance Department, P. O. Box 96, Cedar Hill, TX 75106-0096.

Main Station

On April 25, 2003, MARA, as the General Partner, and the Andersons and the Duncanville Community Economic Development Corporation (DCEDC), as the Limited Partners, entered into the Main Station Agreement under and in accordance with the Texas Revised Limited Partnership Act, Article 6132a-1, of the Texas Revised Civil Statutes. Main Station houses retail and restaurant spaces in Duncanville. The DCEDC has a 32% share in the equity of Main Station, which qualifies as a joint venture and is accounted for in the government-wide *Statement of Net Position*. The value of the DCEDC's share in Main Station as of September 30, 2024, is $59,899. The financial statements can be obtained by contacting: Main Station, 111 E. Davis Street, Suite 101, Duncanville, Texas 75116.

M. Tax Abatements

The City's Economic Development Incentive Program, authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380, enables the City to provide grants or reimbursements from the City's General Fund or economic development corporation. The City will judge each project applying for incentives under the City's Economic Development Program based on 1) the amount of tax revenues the City expects to be generated by the operation of the commercial enterprise, 2) the extent of economic enhancement and stimulation that the City will derive from location and/or operation of the commercial enterprise's business, 3) the number and quality of new employment opportunities which the City expects will result, directly and indirectly, from the operation of the commercial enterprise, and 4) the availability and priority of funding and resources the City currently has to participate in an incentive program.

Businesses that have an Economic Development Incentive agreement with the City are eligible to receive a reimbursement of property and/or sales and use taxes paid for the year if they have met the requirements outlined in the agreement by a certain date each year. Requirements generally include the construction or expansion of certain retail, manufacturing, or warehousing facilities within the City limits, and maintenance of employment levels on an ongoing basis. For the fiscal year ended September 30, 2024, the City did not rebate any property or sales taxes.

N. New Accounting Guidance

Significant new accounting guidance issued by the Governmental Accounting Standards Board (GASB) not yet implemented by the City include the following:

GASB Statement No. 101, *Compensated Absences* - The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will become effective for reporting periods beginning after December 15, 2023, and the impact has not yet been determined.

GASB Statement No. 102, *Certain Risk Disclosures* - This Statement requires governments to disclose essential information about risks related to vulnerabilities due to certain concentrations or constraints. Concentrations and constraints may limit a government's ability to acquire resources or control spending. The requirements of Statement No. 102 are effective for fiscal years beginning after June 15, 2024, and the impact has not yet been determined.

GASB Statement No. 103, *Financial Reporting Model Improvements* – The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability and address certain application issues. The requirements for Statement No. 103 are effective for fiscal years beginning after June 15, 2025, and the impact has not yet been determined.

GASB Statement No. 104, *Disclosure of Certain Capital Assets* – The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets. This Statement requires certain types of capital assets to be presented separately in the note disclosures, including right-to-use assets related to leases, Subscription-Based Information Technology Arrangements, and public-private or public-public partnerships. Other intangible assets are also required to be presented separately by major class. Additional disclosures have also been required for capital assets held for sale. This Statement will become effective for reporting periods beginning after June 15, 2025, and the impact has not yet been determined.

Duncanville
City of Champions

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REQUIRED
SUPPLEMENTARY INFORMATION

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GENERAL FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Property taxes	$ 21,909,710	$ 21,909,710	$ 21,000,426	$ (909,284)
Sales taxes	10,251,648	10,251,648	10,101,931	(149,717)
Franchise fees and other	1,755,000	1,755,000	1,842,081	87,081
Fines and forfeitures	338,500	338,500	290,904	(47,596)
Licenses, permits and fees	1,652,810	1,652,810	1,837,994	185,184
Intergovernmental	255,814	255,814	290,712	34,898
Investment earnings	67,700	1,135,151	2,771,975	1,636,824
Miscellaneous	839,601	839,601	825,275	(14,326)
Total revenues	37,070,783	38,138,234	38,961,298	823,064
EXPENDITURES				
Current:				
General government	5,890,339	6,308,515	5,765,263	543,252
Public safety:				
Police	11,554,040	11,554,040	11,535,018	19,022
Fire	8,166,583	8,222,583	8,863,065	(640,482)
Public works	7,456,365	7,419,822	6,793,472	626,350
Finance	1,655,522	1,924,805	1,812,256	112,549
Neighborhood and planning	1,472,010	1,464,885	1,352,816	112,069
Parks and recreation	3,944,112	3,835,053	3,744,934	90,119
Capital outlay	153,458	1,267,904	782,165	485,739
Total expenditures	40,292,429	41,997,607	40,648,989	1,348,618
Excess (deficiency) of revenues over (under) expenditures	(3,221,646)	(3,859,373)	(1,687,691)	2,171,682
OTHER FINANCING SOURCES (USES)				
Transfers in	2,650,091	2,650,091	2,650,191	100
Transfers out	(290,958)	(270,958)	(313,137)	(42,179)
Total other financing sources (uses)	2,359,133	2,379,133	2,337,054	(42,079)
NET CHANGE IN FUND BALANCE	(862,513)	(1,480,240)	649,363	2,129,603
FUND BALANCE - BEGINNING	22,814,945	22,814,945	22,814,945	-
FUND BALANCE - ENDING	$ 21,952,432	$ 21,334,705	$ 23,464,308	$ 2,129,603

CITY OF DUNCANVILLE, TEXAS

NOTES TO BUDGETARY SCHEDULES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Budgetary Information

The budget is prepared in accordance with accounting principles generally accepted in the United States of America. The City maintains strict budgetary controls. The objective of these controls is to ensure compliance with legal provision embodied in the annual appropriated budget approved by the City Council and as such is a good management control device. Annual budgets are adopted for the general, debt service, hotel occupancy tax, and drainage fees funds. Project-length financial plans are adopted for capital projects funds.

Budgetary preparation and control are exercised at the department level. Actual expenditures may not legally exceed appropriations at the fund level. Appropriations lapse at year-end.

For the fiscal year ended September 30, 2024, actual expenditures did not exceed budgeted expenditures at the fund level for any of the City's funds.

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM

Measurement Date December 31,	**2023**	**2022**	**2021**	**2020**
Total pension liability				
Service cost	$ 2,622,566	$ 2,461,550	$ 2,222,268	$ 2,186,257
Interest on total pension liability	8,498,233	7,922,566	7,721,008	7,547,114
Changes of benefit terms	6,164,399	-	-	-
Difference between expected and actual experience	250,388	(532,027)	152,732	(129,746)
Change of assumptions	(957,591)	-	-	-
Benefit payments/refunds of contributions	(7,729,185)	(7,407,992)	(7,051,235)	(7,039,592)
Net change in total pension liability	8,848,810	2,444,097	3,044,773	2,564,033
Total pension liability, beginning	122,288,661	119,844,564	116,799,791	114,235,758
Total pension liability, ending (a)	$ 131,137,471	$ 122,288,661	$ 119,844,564	$ 116,799,791
Plan fiduciary net position				
Contributions - employer	$ 1,341,382	$ 1,351,321	$ 1,304,415	$ 1,369,983
Contributions - employee	1,512,706	1,418,177	1,282,430	1,250,311
Net investment income	13,352,809	(9,455,835)	15,475,840	8,692,970
Benefit payments/refunds of contributions	(7,729,185)	(7,407,992)	(7,051,235)	(7,039,592)
Administrative expenses	(85,276)	(82,050)	(71,752)	(56,357)
Other	(596)	97,910	491	(2,199)
Net change in fiduciary net position	8,391,840	(14,078,469)	10,940,189	4,215,116
Fiduciary net position, beginning	115,816,283	129,894,752	118,954,563	114,739,447
Fiduciary net position, ending (b)	$ 124,208,123	$ 115,816,283	$ 129,894,752	$ 118,954,563
Net pension liability = (a)-(b)	6,929,348	6,472,378	(10,050,188)	(2,154,772)
Fiduciary net position as a percentage of total pension liability	95%	95%	108%	102%
Covered payroll	$ 21,514,081	$ 20,259,674	$ 18,320,426	$ 17,861,579
Net Pension Liability as a percentage of covered payroll	32%	32%	-55%	-12%

2019	2018	2017	2016	2015	2014
$ 2,209,769	$ 2,144,947	$ 2,056,646	$ 1,968,819	$ 1,737,352	$ 1,535,331
7,374,472	7,232,501	7,067,274	6,840,894	6,476,370	6,300,383
-	-	-	3,051,493	-	-
129,524	(364,794)	(82,975)	454,847	11,193	(121,074)
(42,112)	-	-	-	2,777,068	-
(7,173,166)	(6,702,143)	(6,572,445)	(5,336,944)	(5,347,455)	(5,255,637)
2,498,487	2,310,511	2,468,500	6,979,109	5,654,528	2,459,003
111,737,271	109,426,760	106,958,260	99,979,151	94,324,623	91,865,620
$ 114,235,758	$ 111,737,271	$ 109,426,760	$ 106,958,260	$ 99,979,151	$ 94,324,623
$ 1,334,433	$ 1,333,573	$ 1,209,633	$ 531,144	$ 584,156	$ 788,439
1,221,682	1,183,186	1,138,065	1,090,327	1,047,974	992,641
15,974,107	(3,323,175)	14,034,805	6,651,413	150,672	5,716,291
(7,173,166)	(6,702,143)	(6,572,445)	(5,336,944)	(5,347,455)	(5,255,637)
(90,391)	(64,291)	(72,773)	(75,151)	(91,784)	(59,693)
(2,715)	(3,359)	(3,688)	(4,047)	(4,535)	(4,908)
11,263,950	(7,576,209)	9,733,597	2,856,742	(3,660,972)	2,177,133
103,475,497	111,051,706	101,318,109	98,461,367	102,122,339	99,945,206
$ 114,739,447	$ 103,475,497	$ 111,051,706	$ 101,318,109	$ 98,461,367	$ 102,122,339
(503,689)	8,261,774	(1,624,946)	5,640,151	1,517,784	(7,797,716)
100%	93%	101%	95%	98%	108%
$ 17,452,598	$ 16,902,658	$ 16,258,070	$ 15,576,098	$ 14,861,868	$ 14,180,579
-3%	49%	-10%	36%	10%	-55%

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF CITY CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM

Fiscal Year Ended September 30,	2024	2023	2022	2021
Actuarially determined contribution	$ 2,070,274	$ 1,317,340	$ 1,366,398	$ 1,354,322
Contributions in relation to the actuarially determined contribution	2,070,274	1,317,340	1,366,398	1,354,322
Contribution deficiency (excess)	-	-	-	-
Covered payroll	22,582,154	20,930,275	20,184,988	18,651,462
Contributions as a percentage of covered payroll	9.2%	6.3%	6.8%	7.3%

NOTES TO SCHEDULE OF CONTRIBUTIONS

Valuation Date:

Actuarially determined contribution rates are calculated as of December 31st and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry Age Normal
Amortization method	Level Percentage of Payroll, Closed
Remaining amortization period	22 years
Asset valuation method	10 year smoothed fair value; 12% soft corridor
Inflation	2.5%
Salary increases	3.60% to 11.85% including inflation
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2023 valuation pursuant to an experience study of the period 2022.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).

2020	2019	2018	2017	2016	2015
$ 1,377,995	$ 1,336,121	$ 1,201,932	$ 784,260	$ 539,816	$ 632,759
1,377,995	1,336,121	1,237,718	971,262	518,334	615,462
-	-	(35,786)	(187,002)	21,482	17,297
17,978,835	17,316,010	16,646,529	16,076,166	15,295,736	14,685,372
7.7%	7.7%	7.4%	6.0%	3.4%	4.2%

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS

Measurement Date December 31,	**2023**	**2022**	**2021**	**2020**
Total OPEB liability				
Service cost	$ 77,393	$ 227,813	$ 174,812	$ 265,048
Interest on total OPEB liability	44,126	48,835	54,480	140,757
Difference between expected and acutal experience	(11,932)	(683,877)	1,196	(896,874)
Changes of benefit term	-	(832,475)	-	(1,852,930)
Changes in assumptions	9,743	(161,415)	(198,959)	171,781
Benefit payments	(64,842)	(111,600)	(144,318)	(209,843)
Net change in total OPEB liability	54,488	(1,512,719)	(112,789)	(2,382,061)
Total OPEB liability, beginning	1,083,262	2,595,981	2,708,770	5,090,831
Total OPEB liability, ending (a)	$ 1,137,750	$ 1,083,262	$ 2,595,981	$ 2,708,770
Covered-employee payroll	$ 21,895,394	$ 20,259,674	$ 18,165,704	$ 18,320,426
Total OPEB liability as a percentage of covered-employee payroll	5%	5%	14%	15%

Note: GASB Statement No. 75 requires 10 years of data to be provided in this schedule. As of year end, all years are not available. Additional years will be added in the future as the information becomes available.

Note: Changes in assumptions reflect changes in the discount rate.

Note: No assets are accumulated in a trust that meets the criteria of paragraph 4 of GASB Statement No. 75.

2019	2018
$ 228,787	$ 154,311
175,478	104,255
49,296	1,426,385
-	-
176,692	187,140
(309,808)	(348,468)
320,445	1,523,623
4,770,386	3,246,763
$ 5,090,831	$ 4,770,386
$ 17,380,147	$ 16,409,275
29%	29%

Duncanville
City of Champions

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COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

Duncanville
City of Champions

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NONMAJOR GOVERNMENTAL FUNDS

The Special Revenue Funds are used to account for specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes.

Hotel Motel Tax Fund - To account for monies received from a tax upon the cost of occupancy in hotels and motels, the revenues of which may be expended to promote tourism and the convention and hotel industry.

Drainage Fees Fund - To account for funds received from user fees for major stormwater drainage improvement projects throughout the City. The Drainage Fees fund was created to reduce flooding, reduce creek erosion, and comply with EPA mandates regarding storm water management.

Traffic Improvement and Safety Fund – To account for funds received from red light ticket fines used to improve traffic safety.

Grants Fund - To account for funds granted to the City by state and federal governments to be used for public safety and cultural and recreational purposes.

Court Technology Fund - To account for funds received from Municipal Court fines to be used for upgrading technology.

Court Security Fund - To account for funds received from Municipal Court fines to be used for providing security to the Municipal Court.

Juvenile Case Manager Fund – To account for funds received from Municipal Court fines to be used only to finance the salary and benefits of a juvenile case manager.

Asset Forfeiture Fund – To account for money awards by the courts to the Police Department.

Tax Incremental Financing Fund - To account for monies received from property tax increment funds to facilitate the development or redevelopment of economically distressed areas of the City.

Capital Projects Funds are used to account for the acquisition and construction of major capital facilities.

Street Capital Improvements Fund - To account for the construction of major thoroughfares and petition paving projects.

Parks Capital Improvements Fund – To account for various improvements made in the City’s parks and recreational facilities.

Alley Capital Improvements Fund – To account for the various improvements made in the City’s alleys.

Paving Assessment Fund – To account for paving assessment for the construction of paving projects.

CITY OF DUNCANVILLE, TEXAS

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	Special Revenue Funds		
	Hotel Motel Tax	Drainage Fees	Traffic I&S
ASSETS			
Cash and investments	$ 4,543,415	$ 921,468	$ -
Receivables, net of allowance	121,229	101,430	-
Due from other governments	-	-	-
Total assets	4,664,644	1,022,898	-
LIABILITIES			
Accounts payable	43,734	187,975	-
Accrued liabilities	-	64,722	-
Unearned revenue	-	-	-
Total liabilities	43,734	252,697	-
DEFERRED INFLOWS OF RESOURCES			
Unavaliable revenue	30,004	-	-
Total deferred inflows of resources	30,004	-	-
FUND BALANCES			
Restricted for:			
Public safety	-	-	-
Economic development	4,590,906	-	-
Capital projects	-	770,201	-
Total fund balances	4,590,906	770,201	-
Total liabilities, deferred inflows of resources, and fund balances	$ 4,664,644	$ 1,022,898	$ -

Special Revenue Funds				
Grants	Court Technology	Court Security	Juvenile Case Manager	Asset Forfeiture
$ 403,904	$ 55,633	$ 68,446	$ 338	$ 3,929,786
9,131	-	-	-	-
133,321	-	-	-	-
546,356	55,633	68,446	338	3,929,786
24,132	183	1,204	-	272,365
597	-	270	-	-
18,752	-	-	-	83,330
43,481	183	1,474	-	355,695
10,505	-	-	-	-
10,505	-	-	-	-
-	55,450	66,972	338	3,574,091
492,370	-	-	-	-
-	-	-	-	-
492,370	55,450	66,972	338	3,574,091
$ 546,356	$ 55,633	$ 68,446	$ 338	$ 3,929,786

CITY OF DUNCANVILE, TEXAS

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	Special Revenue Funds	Capital Projects Funds	
	Tax Incremental Financing	Street Capital Improvements	Parks Capital Improvements
ASSETS			
Cash and investments	$ 649,071	$ 195,632	$ 3,557,912
Receivables, net of allowance	-	-	-
Due from other governments	-	-	-
Total assets	649,071	195,632	3,557,912
LIABILITIES			
Accounts payable	-	134,747	1,797
Accrued liabilities	-	-	-
Unearned revenue	-	-	-
Total liabilities	-	134,747	1,797
DEFERRED INFLOWS OF RESOURCES			
Unavaliable revenue	-	-	-
Total deferred inflows of resources	-	-	-
FUND BALANCES			
Restricted for:			
Public safety	-	-	-
Economic development	649,071	-	-
Capital projects	-	60,885	3,556,115
Total fund balances	649,071	60,885	3,556,115
Total liabilities, deferred inflows of resources, and fund balances	$ 649,071	$ 195,632	$ 3,557,912

Capital Projects Funds		
Alley Capital Improvements	Paving Assessment	Total Nonmajor Governmental Funds
$ 299,552	$ -	$ 14,625,157
-	51,015	282,805
-	-	133,321
299,552	51,015	15,041,283
-	-	666,137
-	-	65,589
-	-	102,082
-	-	833,808
-	51,015	91,524
-	51,015	91,524
-	-	3,696,851
-	-	5,732,347
299,552	-	4,686,753
299,552	-	14,115,951
$ 299,552	$ 51,015	$ 15,041,283

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Special Revenue Funds		
	Hotel Motel Tax	Drainage Fees	Traffic I&S
REVENUES			
Hotel occupancy tax	$ 1,220,834	$ -	$ -
Fines and forfeitures	-	-	-
Licenses, permits and fees	-	510,259	-
Intergovernmental	-	-	-
Miscellaneous	1,160	-	-
Total revenues	1,221,994	510,259	-
EXPENDITURES			
Current:			
General government	734,533	-	-
Public safety:			
Police	-	-	-
Fire	-	-	-
Development services	-	149,764	-
Parks and recreation	-	-	-
Financial services	-	-	-
Capital outlay	-	1,617,785	-
Total expenditures	734,533	1,767,549	-
Excess (deficiency) of revenue over (under) expenditures	487,461	(1,257,290)	-
OTHER FINANCING SOURCES (USES)			
Transfer in	-	-	-
Transfer out	(35,616)	-	(100)
Total other financing sources (uses)	(35,616)	-	(100)
NET CHANGE IN FUND BALANCES	451,845	(1,257,290)	(100)
FUND BALANCES - BEGINNING	4,139,061	2,027,491	100
FUND BALANCES - ENDING	$ 4,590,906	$ 770,201	$ -

Special Revenue Funds				
Grants	Court Technology	Court Security	Juvenile Case Manager	Asset Forfeiture
$ -	$ -	$ -	$ -	$ -
-	6,270	7,363	-	3,449,270
88	-	-	8,023	-
486,851	-	-	-	-
55,603	-	-	-	-
542,542	6,270	7,363	8,023	3,449,270
6,194	-	4,166	-	-
18,325	-	-	-	348,702
2,314	-	-	-	-
28,097	-	-	-	-
118,006	-	-	-	-
-	-	-	407	-
171,206	-	-	-	386,470
344,142	-	4,166	407	735,172
198,400	6,270	3,197	7,616	2,714,098
-	-	-	-	-
-	-	-	(7,000)	-
-	-	-	(7,000)	-
198,400	6,270	3,197	616	2,714,098
293,970	49,180	63,775	(278)	859,993
$ 492,370	$ 55,450	$ 66,972	$ 338	$ 3,574,091

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Special Revenue Funds	Capital Projects Funds	
	Tax Incremental Financing	Street Capital Improvements	Parks Capital Improvements
REVENUES			
Hotel occupancy tax	$ -	$ -	$ -
Fines and forfeitures	-	-	-
Licenses, permits and fees	-	-	-
Intergovernmental	-	86,993	749,805
Miscellaneous	-	-	-
Total revenues	-	86,993	749,805
EXPENDITURES			
Current:			
General government	-	-	-
Public safety:			
Police	-	-	-
Fire	-	-	-
Development services	-	-	-
Parks and recreation	-	-	14,147
Financial services	-	-	-
Capital outlay	-	1,113,600	1,776,971
Total expenditures	-	1,113,600	1,791,118
Excess (deficiency) of revenue over (under) expenditures	-	(1,026,607)	(1,041,313)
OTHER FINANCING SOURCES (USES)			
Transfer in	139,137	99,000	-
Transfer out	-	-	-
Total other financing sources (uses)	139,137	99,000	-
NET CHANGE IN FUND BALANCES	139,137	(927,607)	(1,041,313)
FUND BALANCES - BEGINNING	509,934	988,492	4,597,428
FUND BALANCES - ENDING	$ 649,071	$ 60,885	$ 3,556,115

Capital Projects Funds		
Alley Capital Improvements	Paving Assessment	Total Nonmajor Governmental Funds
$ -	$ -	$ 1,220,834
-	-	3,462,903
-	-	518,370
-	-	1,323,649
-	-	56,763
-	-	6,582,519
-	-	744,893
-	-	367,027
-	-	2,314
-	-	177,861
-	-	132,153
-	-	407
333,078	-	5,399,110
333,078	-	6,823,765
(333,078)	-	(241,246)
200,000	-	438,137
-	-	(42,716)
200,000	-	395,421
(133,078)	-	154,175
432,630	-	13,961,776
$ 299,552	$ -	$ 14,115,951

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
DEBT SERVICE FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Property taxes	$ 1,471,715	$ 1,471,715	$ 1,386,638	$ (85,077)
Investment earnings	12,500	12,500	51,241	38,741
Total revenue	1,484,215	1,484,215	1,437,879	(46,336)
EXPENDITURES				
Debt service:				
Principal	825,000	825,000	825,000	-
Interest and other	656,356	656,356	655,757	599
Total expenditures	1,481,356	1,481,356	1,480,757	599
NET CHANGE IN FUND BALANCE	2,859	2,859	(42,878)	(45,737)
FUND BALANCE - BEGINNING	630,367	630,367	630,367	-
FUND BALANCE - ENDING	$ 633,226	$ 633,226	$ 587,489	$ (45,737)

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
HOTEL OCCUPANCY TAX FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Hotel occupancy tax	$ 893,000	$ 893,000	$ 1,220,834	$ 327,834
Investment earnings	500	500	-	(500)
Miscellaneous	-	-	1,160	1,160
Total revenues	893,500	893,500	1,221,994	328,494
EXPENDITURES				
Current:				
General government	802,863	1,136,363	734,533	401,830
Total expenditures	802,863	1,136,363	734,533	401,830
Excess (deficiency) of revenues over (under) expenditures	90,637	(242,863)	487,461	730,324
OTHER FINANCING SOURCES (USES)				
Transfers out	(35,616)	(35,616)	(35,616)	-
Total other financing sources (uses)	(35,616)	(35,616)	(35,616)	-
NET CHANGE IN FUND BALANCE	55,021	(278,479)	451,845	(730,324)
FUND BALANCE - BEGINNING	4,139,061	4,139,061	4,139,061	-
FUND BALANCE - ENDING	$ 4,194,082	$ 3,860,582	$ 4,590,906	$ 730,324

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
DRAINAGE FEES FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Licenses and permits	$ 780,000	$ 780,000	$ 510,259	$ (269,741)
Investment earnings	200	200	-	(200)
Total revenues	780,200	780,200	510,259	(269,941)
EXPENDITURES				
Current:				
Development services	320,938	570,938	149,764	421,174
Capital outlay	785,060	1,918,985	1,617,785	301,200
Total expenditures	1,105,998	2,489,923	1,767,549	722,374
NET CHANGE IN FUND BALANCE	(325,798)	(1,709,723)	(1,257,290)	452,433
FUND BALANCE - BEGINNING	2,027,491	2,027,491	2,027,491	-
FUND BALANCE - ENDING	$ 1,701,693	$ 317,768	$ 770,201	$ 452,433

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF DETAILED REVENUES
ENTERPRISE FUNDS
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
UTILITY FUND				
WATER				
Sale of water	$ 9,766,100	$ 9,766,100	$ 9,923,693	$ 157,593
Water taps	10,000	10,000	14,410	4,410
Total water	9,776,100	9,776,100	9,938,103	162,003
SEWER				
Sewer charges	11,031,042	11,031,042	10,363,218	(667,824)
Sewer taps	4,500	4,500	9,148	4,648
Total sewer	11,035,542	11,035,542	10,372,366	(663,176)
PENALTIES	130,000	130,000	132,853	2,853
OTHER				
Service charges	120,000	120,000	78,810	(41,190)
City services reimbursement	37,777	37,777	54,555	16,778
Miscellaneous	37,600	847,100	845,440	(1,660)
Total other	195,377	1,004,877	978,805	(26,072)
INTEREST INCOME	17,100	17,100	425,515	408,415
Total revenues - Utility Fund	$ 21,154,119	$ 21,963,619	$ 21,847,642	$ (115,977)
SOLID WASTE FUND				
SOLID WASTE CHARGES	$ 4,686,118	$ 4,686,118	$ 4,907,170	$ 221,052
INTEREST INCOME	500	500	-	(500)
Total revenues - Solid Waste Fund	$ 4,686,618	$ 4,686,618	$ 4,907,170	$ 220,552
FIELDHOUSE SPORTS FACILITY				
SPORTS FACILITY	$ 2,096,625	$ 2,096,625	$ 1,991,378	$ (105,247)
Total revenues - sports facility fund	$ 2,096,625	$ 2,096,625	$ 1,991,378	$ (105,247)
Total revenues - enterprise funds	$ 27,937,362	$ 28,746,862	$ 28,746,190	$ (672)

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF DETAILED EXPENDITURES
ENTERPRISE FUNDS
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Salaries and Benefits	Supplies	Other Services
UTILITY FUND			
WATER/WASTEWATER SERVICES	$ 1,511,631	$ 250,100	$ 10,695,225
ADMINISTRATION AND FISCAL			
Utility administration	12,671	4,698	31,262
Utility accounting	1,005,976	77,025	447,147
Total utility fund expenditures	$ 2,530,278	$ 331,823	$ 11,173,634
SOLID WASTE FUND			
SOLID WASTE	$ 352,955	$ 11,287	$ 4,100,897
Total solid waste fund expenditures	$ 352,955	$ 11,287	$ 4,100,897
FIELDHOUSE SPORTS FACILITY			
SPORTS FACILITY	709,695	240,463	585,779
INTEREST AND FISCAL CHARGES	-	-	(19,028)
Total sports facility fund expenditures	$ 709,695	$ 240,463	$ 566,751
Total enterprise fund expenditures	$ 3,592,928	$ 583,573	$ 15,841,282
Reconciliation from budgetary basis (modified accrual) to full accrual:			
Total modified accrual expenditures			
Reconciling items:			
Capital outlay			
Depreciation and amortization			
Interest expense			
Total full accrual operating expenses			

Equipment and Maintenance	Total	Original Budget	Final Budget	Variance With Final Budget Positive (Negative)
$ 4,414,469	$ 16,871,425	$ 19,128,275	$ 20,992,874	$ 4,121,449
-	48,631	194,666	194,666	146,035
1,457	1,531,605	1,179,615	1,179,615	(351,990)
$ 4,415,926	$ 18,451,661	$ 20,502,556	$ 22,367,155	$ 3,915,494
$ 1,768	$ 4,466,907	$ 4,450,872	$ 4,450,872	$ (16,035)
$ 1,768	$ 4,466,907	$ 4,450,872	$ 4,450,872	$ (16,035)
27,576	1,563,513	1,480,809	1,480,809	(82,704)
-	(19,028)	24,125	24,125	43,153
$ 27,576	$ 1,544,485	$ 1,504,934	$ 1,504,934	$ (39,551)
$ 4,445,270	$ 24,463,053	$ 26,458,362	$ 28,322,961	$ 3,859,908
	$ 24,463,053			
	(3,933,321)			
	1,804,182			
	19,028			
	$ 22,352,942			

Duncanville
City of Champions

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INTERNAL SERVICE FUNDS

The Internal Service Funds are used to account for the financing of services provided by one department to other departments of the City on a cost-reimbursement basis. The Internal Service Funds are members of the proprietary fund category and as such are accounted for on the accrual basis of accounting. There are three funds within the Internal Service Funds:

Fleet Replacement Fund - To account for the financing and expenses related to the purchase of fleet and equipment.

Information Technology Replacement Fund – To account for the financing and expenses related to the purchase of computers, servers and other information technology equipment.

Comprehensive Self-Insurance Fund – To account for the costs associated with the general liability, property and casualty, and workers' compensation self-insurance program established by the City.

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF NET POSITION -
INTERNAL SERVICE FUNDS

SEPTEMBER 30, 2024

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
ASSETS				
Current assets:				
Cash and cash equivalents	$ 2,212,951	$ 316,382	$ 667,512	$ 3,196,845
Receivables, net of allowance	17,488	-	24,000	41,488
Prepaid items	647,079	-	-	647,079
Total current assets	2,877,518	316,382	691,512	3,885,412
Non-current assets:				
Equipment and furniture	14,318,539	-	-	14,318,539
Less: accumulated depreciation	(10,929,909)	-	-	(10,929,909)
Total non-current assets	3,388,630	-	-	3,388,630
Total assets	6,266,148	316,382	691,512	7,274,042
LIABILITIES				
Current liabilities:				
Accounts payable	562,272	12,114	138,143	712,529
Total liabilities	562,272	12,114	138,143	712,529
NET POSITION				
Net investment in capital assets	3,388,630	-	-	3,388,630
Unrestricted	2,315,246	304,268	553,369	3,172,883
Total net position	$ 5,703,876	$ 304,268	$ 553,369	$ 6,561,513

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN
FUND NET POSITION - INTERNAL SERVICE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
OPERATING REVENUES				
Charges for services	$ 1,022,479	$ 155,177	$ 559,539	$ 1,737,195
Miscellaneous	92,580	-	-	92,580
Total operating revenues	1,115,059	155,177	559,539	1,829,775
OPERATING EXPENSES				
Claims and provision	-	-	591,078	591,078
Equipment	84,529	60,107	-	144,636
Depreciation	793,824	-	-	793,824
Total operating expenses	878,353	60,107	591,078	1,529,538
OPERATING INCOME	236,706	95,070	(31,539)	300,237
NON-OPERATING REVENUES (EXPENSES)				
Gain on disposal of property	21,434	-	-	21,434
Total nonoperating revenues (expenses)	21,434	-	-	21,434
INCOME (LOSS) BEFORE TRANSFERS	258,140	95,070	(31,539)	321,671
Transfers in	95,000	-	-	95,000
CHANGE IN NET POSITION	353,140	95,070	(31,539)	416,671
TOTAL NET POSITION - BEGINNING	5,350,736	209,198	584,908	6,144,842
TOTAL NET POSITION - ENDING	$ 5,703,876	$ 304,268	$ 553,369	$ 6,561,513

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF CASH FLOWS -
INTERNAL SERVICE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from interfund charges for services	$ 1,097,571	$ 155,177	$ 565,539	$ 1,818,287
Payments to suppliers and service providers	(164,488)	(121,458)	(540,885)	(826,831)
Net cash provided (used) by operating activities	933,083	33,719	24,654	991,456
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from other funds	95,000	-	-	95,000
Net cash provided by noncapital financing activities	95,000	-	-	95,000
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES				
Acquisition and construction of capital assets	(1,760,265)	-	-	(1,760,265)
Disposal of capital assets	21,434	-	-	21,434
Net cash provided (used) by capital and related financing activities	(1,738,831)	-	-	(1,738,831)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(710,748)	33,719	24,654	(652,375)
CASH AND CASH EQUIVALENTS - BEGINNING	2,923,699	282,663	642,858	3,849,220
CASH AND CASH EQUIVALENTS - ENDING	2,212,951	316,382	667,512	3,196,845
Reconciliation of operating income (loss) to net cash provided (used for) operating activities:				
Operating income (loss)	236,706	95,070	(31,539)	300,237
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:				
Depreciation	793,824	-	-	793,824
(Increase) decrease in accounts receivable	(17,488)	-	6,000	(11,488)
Increase (decrease) in accounts payable	(79,959)	(61,351)	50,193	(91,117)
Total adjustments	696,377	(61,351)	56,193	691,219
Net cash provided (used) by operating activities	$ 933,083	$ 33,719	$ 24,654	$ 991,456

DISCRETELY PRESENTED COMPONENT UNITS
FUND FINANCIAL STATEMENTS

CITY OF DUNCANVILLE, TEXAS

BALANCE SHEET - DISCRETELY PRESENTED COMPONENT UNIT

SEPTEMBER 30, 2024

	Duncanville Community and Economic Development Corporation
ASSETS	
Cash and investments	$ 6,881,341
Accounts receivable	585,981
Total assets	7,467,322
LIABILITIES	
Accounts payable	171,125
Accrued liabilities	22,381
Total liabilities	193,506
FUND BALANCES	
Restricted for:	
Economic development	7,273,816
Total fund balance	7,273,816
Total liabilities and fund balance	$ 7,467,322

CITY OF DUNCANVILLE, TEXAS

RECONCILIATION OF THE DISCRETELY PRESENTED COMPONENT UNIT
BALANCE SHEET TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

	Duncanville Community and Economic Development Corporation
Total Fund Balance - Component Unit	$ 7,273,816
Amounts reported for the component unit in the statement of net position are different because:	
Capital assets used in the component unit are not current financial resources and therefore are not reported in this fund financial statement. These consist of:	
Land	219,637
Buildings	906,133
Accumulated depreciation	(116,290)
The investment in joint venture is not a current financial resource and therefore is not reported in the fund financial statement.	(59,899)
Net Position of Component Unit	$ 8,223,397

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
DISCRETELY PRESENTED COMPONENT UNIT

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Duncanville Community and Economic Development Corporation
REVENUES	
Sales tax	$ 3,330,291
Investment earnings	101,025
Miscellaneous revenue	11,202
Total revenues	3,442,518
EXPENDITURES	
Current:	
Economic development	3,131,559
Total expenditures	3,131,559
Excess (deficiency) of revenues over (under) expenditures	310,959
FUND BALANCE - BEGINNING	6,962,857
FUND BALANCE - ENDING	$ 7,273,816

CITY OF DUNCANVILLE, TEXAS

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE OF THE DISCRETELY PRESENTED COMPONENT UNIT TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Duncanville Community and Economic Development Corporation
Net Change in Fund Balances - Component Unit	$ 310,959
Amounts reported for the component unit in the statement of activities are are different because:	
The fund financial statements do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned.	(19,539)
Some expenses reported in the statement of activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds.	
Depreciation	(18,123)
Changes in Net Position of Component Unit	$ 273,297

Duncanville
City of Champions

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STATISTICAL SECTION

Duncanville
City of Champions

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STATISTICAL SECTION
(Unaudited)

This part of the City's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents **Pages**

Financial Trends 84 - 92
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity 93 - 96
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Debt Capacity 97 - 101
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information 102 - 109
This schedule offers demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information 110 - 113
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

CITY OF DUNCANVILLE, TEXAS

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2015	2016	2017	2018
Governmental activities:				
Net investment in capital assets	$ 60,853,814	$ 59,937,098	$ 59,603,623	$ 57,250,105
Restricted	2,022,810	2,766,937	3,619,861	4,478,493
Unrestricted	15,631,437	14,828,820	9,869,375	10,178,096
Total governmental activities net position	$ 78,508,061	$ 77,532,855	$ 73,092,859	$ 71,906,694
Business-type activities:				
Net investment in capital assets	$ 28,576,505	$ 30,923,909	$ 35,548,641	$ 35,605,438
Unrestricted	7,071,561	7,819,164	10,658,338	15,710,431
Total business-type activities net position	$ 35,648,066	$ 38,743,073	$ 46,206,979	$ 51,315,869
Primary government:				
Net investment in capital assets	$ 89,430,319	$ 90,861,007	$ 95,152,264	$ 92,855,543
Restricted	2,022,810	2,766,937	3,619,861	4,478,493
Unrestricted	22,702,998	22,647,984	20,527,713	25,888,527
Total primary government net position	$ 114,156,127	$ 116,275,928	$ 119,299,838	$ 123,222,563

TABLE 1

Fiscal Year					
2019	2020	2021	2022	2023	2024
$ 34,007,758	$ 54,987,476	$ 54,195,373	$ 54,493,709	$ 62,878,358	$ 63,591,343
28,118,603	6,599,995	6,970,162	8,233,351	6,626,254	10,297,996
8,753,484	10,016,045	17,437,215	23,546,179	27,947,409	27,039,369
$ 70,879,845	$ 71,603,516	$ 78,602,750	$ 86,273,239	$ 97,452,021	$ 100,928,708
$ 37,354,472	$ 42,172,911	$ 45,041,387	$ 46,768,084	$ 50,645,509	$ 53,329,603
17,799,000	15,605,925	14,560,733	15,506,276	15,487,292	16,465,114
$ 55,153,472	$ 57,778,836	$ 59,602,120	$ 62,274,360	$ 66,132,801	$ 69,794,717
$ 71,362,230	$ 97,160,388	$ 99,236,760	$ 101,261,793	$ 113,523,867	$ 116,920,946
28,118,603	6,599,995	6,970,162	8,233,351	6,626,254	10,297,996
26,552,484	25,621,969	31,997,948	39,052,455	43,434,701	43,504,483
$ 126,033,317	$ 129,382,352	$ 138,204,870	$ 148,547,599	$ 163,584,822	$ 170,723,425

CITY OF DUNCANVILLE, TEXAS

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2015	2016	2017	2018
Expenses				
Governmental activities:				
General government	$ 3,623,458	$ 3,606,949	$ 4,102,626	$ 4,317,744
Police	8,510,868	9,072,992	10,664,821	9,583,619
Fire	5,414,580	6,437,830	8,126,333	7,094,174
Finance	1,785,134	2,313,589	2,514,951	2,189,441
Parks and recreation	3,993,745	4,638,475	4,903,571	4,703,219
Public works	6,229,076	7,380,159	8,496,495	8,669,083
Neighborhood and planning	-	-	-	-
Economic development	1,683,374	300,000	300,000	300,000
Interest and other fees	10,183	42,189	35,472	28,529
Total governmental activities expenses	31,250,418	33,792,183	39,144,269	36,885,809
Business-type activities:				
Utility	10,449,761	10,755,649	11,741,825	12,005,563
Solid waste	2,481,911	2,488,966	2,633,707	2,682,991
Sports facility	1,883,422	1,662,127	1,578,544	1,626,129
Total business-type activities expenses	14,815,094	14,906,742	15,954,076	16,314,683
Total primary government expenses	$ 46,065,512	$ 48,698,925	$ 55,098,345	$ 53,200,492
Program Revenues				
Governmental activities:				
Charges for services:				
General government	$ 330,306	$ 430,729	$ 359,955	$ 388,993
Police	3,059,268	3,241,775	3,249,015	2,989,143
Fire	1,036,582	994,287	668,762	609,942
Parks and recreation	311,493	356,552	361,389	302,750
Public works	1,053,115	967,758	1,196,582	1,058,873
Operating grants and contributions	838,435	392,198	1,317,404	792,205
Capital grants and contributions	32,770	-	-	30,000
Total governmental activities program revenues	6,661,969	6,383,299	7,153,107	6,171,906
Business-type activities:				
Charges for services:				
Utility	14,309,417	15,935,339	18,364,372	18,992,181
Solid waste	2,695,374	2,778,684	2,768,875	3,174,451
Sports facility	1,025,216	1,002,465	1,099,703	1,245,091
Operating grants and contributions	630,284	631,171	2,874,738	538,650
Total business-type activities program revenues	18,660,291	20,347,659	25,107,688	23,950,373
Total primary government program revenues	$ 25,322,260	$ 26,730,958	$ 32,260,795	$ 30,122,279

TABLE 2

Fiscal Year					
2019	2020	2021	2022	2023	2024
$ 4,238,401	$ 3,784,617	$ 4,323,173	$ 3,622,947	$ 6,404,047	$ 7,223,541
10,484,426	10,525,006	10,154,245	11,872,410	15,107,681	15,081,579
7,944,523	7,148,111	6,394,166	6,864,129	9,450,639	10,626,928
2,018,321	1,524,072	1,275,515	1,196,680	1,992,684	2,122,338
4,584,586	4,123,179	3,822,563	2,817,095	3,685,664	4,381,958
8,830,835	9,048,741	7,950,616	7,497,327	6,535,462	7,826,216
-	-	-	1,070,690	1,501,808	1,616,105
300,000	50,000	-	-	-	-
793,999	695,379	749,574	671,617	641,952	590,761
39,195,091	36,899,105	34,669,852	35,612,895	45,319,937	49,469,426
12,591,492	12,937,433	13,263,563	13,695,300	13,983,016	15,958,204
2,827,739	3,591,623	3,758,469	4,077,816	4,079,762	4,461,210
1,724,366	1,280,363	1,413,186	1,575,225	1,713,132	1,837,385
17,143,597	17,809,419	18,435,218	19,348,341	19,775,910	22,256,799
$ 56,338,688	$ 54,708,524	$ 53,105,070	$ 54,961,236	$ 65,095,847	$ 71,726,225
$ 371,518	$ 260,285	$ 250,907	$ 249,823	$ 2,420,385	$ 113,685
2,400,204	580,191	559,978	479,897	493,675	478,027
660,909	759,170	1,155,306	1,071,428	743,616	969,267
282,689	175,717	259,242	243,317	280,720	326,937
1,152,973	1,361,779	1,550,234	1,383,343	1,730,963	1,389,340
737,901	1,739,935	2,162,428	2,943,316	6,185,814	4,908,156
69,522	120,370	59,963	972,375	372,491	2,054,500
5,675,716	4,997,447	5,998,058	7,343,499	12,227,664	10,239,912
18,245,870	17,613,483	16,961,209	18,744,241	19,627,498	21,338,912
3,199,130	4,055,491	4,181,018	4,147,161	4,705,862	4,907,170
1,343,370	699,169	1,177,233	1,296,301	1,333,573	1,341,851
536,550	533,850	537,800	-	533,775	538,625
23,324,920	22,901,993	22,857,260	24,187,703	26,200,708	28,126,558
$ 29,000,636	$ 27,899,440	$ 28,855,318	$ 31,531,202	$ 38,428,372	$ 38,366,470

CITY OF DUNCANVILLE, TEXAS

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2014	2015	2016	2017
Program Revenues				
Net (expense) revenue:				
Governmental activities	$ (24,588,449)	$ (27,408,884)	$ (31,991,162)	$ (30,713,903)
Business-type activities	3,845,197	5,440,917	9,153,612	7,635,690
Total primary government net (expense) revenue	$ (20,743,252)	$ (21,967,967)	$ (22,837,550)	$ (23,078,213)
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Property	$ 13,133,399	$ 13,852,373	$ 14,950,153	$ 15,950,016
Sales	6,784,940	7,094,565	7,575,577	8,208,151
Franchise	2,154,478	2,035,117	1,992,154	2,046,553
Hotel occupancy	626,022	779,253	742,865	752,063
Unrestricted investment earnings	36,008	71,906	155,386	400,917
Miscellaneous	505,479	230,398	380,867	418,247
Transfers	2,035,859	2,370,066	1,754,164	2,597,840
Total governmental activities	25,276,185	26,433,678	27,551,166	30,373,787
Business-type activities:				
Interest and investment earnings	11,281	24,156	64,458	136,107
Miscellaneous	-	-	-	-
Transfers	(2,035,859)	(2,370,066)	(1,754,164)	(2,597,840)
Total business-type activities	(2,024,578)	(2,345,910)	(1,689,706)	(2,461,733)
Total primary government	23,251,607	24,087,768	25,861,460	27,912,054
Change in Net Position				
Governmental activities	687,736	(975,206)	(4,439,996)	(340,116)
Business-type activities	1,820,619	3,095,007	7,463,906	5,173,957
Total primary government	$ 2,508,355	$ 2,119,801	$ 3,023,910	$ 4,833,841

TABLE 2

Fiscal Year					
2018	2019	2021	2022	2023	2024
$ (33,519,375)	$ (31,901,658)	$ (28,671,794)	$ (28,269,396)	$ (33,092,273)	$ (39,229,514)
6,181,323	5,092,574	4,422,042	4,839,362	6,424,798	5,869,759
$ (27,338,052)	$ (26,809,084)	$ (24,249,752)	$ (23,430,034)	$ (26,667,475)	$ (33,359,755)
$ 17,341,616	$ 18,820,530	$ 20,733,113	$ 19,917,548	$ 21,758,099	$ 22,377,809
8,106,164	7,810,935	8,939,100	9,762,501	9,962,571	10,101,931
1,949,561	1,779,687	1,798,295	1,857,149	1,967,160	1,842,081
808,374	667,185	848,912	843,213	1,286,661	1,220,834
1,049,084	849,876	303,622	264,430	3,203,298	3,780,970
660,004	64,596	415,466	2,235,287	634,603	555,101
2,577,723	2,632,520	2,632,520	626,435	2,980,033	2,827,475
32,492,526	32,625,329	35,671,028	35,506,563	41,792,425	42,706,201
232,775	165,310	33,762	16,543	268,328	425,515
1,228	-	-	-	145,348	194,117
(2,577,723)	(2,632,520)	(2,632,520)	(2,183,665)	(2,980,033)	(2,827,475)
(2,343,720)	(2,467,210)	(2,598,758)	(2,167,122)	(2,566,357)	(2,207,843)
30,148,806	30,158,119	33,072,270	33,339,441	39,226,068	40,498,358
(1,026,849)	723,671	6,999,234	7,237,167	8,700,152	3,476,687
3,837,603	2,625,364	1,823,284	2,672,240	3,858,441	3,661,916
$ 2,810,754	$ 3,349,035	$ 8,822,518	$ 9,909,407	$ 12,558,593	$ 7,138,603

CITY OF DUNCANVILLE, TEXAS

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2015	2016	2017	2018
General Fund				
Nonspendable	$ 17,881	$ 17,693	$ 18,189	$ 38,937
Assigned	890,836	762,361	1,505,544	2,151,559
Unassigned	6,423,539	7,672,447	8,447,281	9,035,392
Total General Fund	$ 7,332,256	$ 8,452,501	$ 9,971,014	$ 11,225,888
All Other Governmental Funds				
Nonspendable	$ -	$ 10,375	$ 10,000	$ 10,000
Restricted:				
Debt service	11,777	55,632	741	-
Economic development	260,930	907,234	1,293,355	1,601,972
Public safety	1,019,613	1,069,436	1,469,559	1,509,177
Capital projects	742,267	1,004,565	856,206	1,367,344
Unassigned	(5,753)	(7,625)	-	(9,292)
Total all other governmental funds	$ 2,028,834	$ 3,039,617	$ 3,629,861	$ 4,479,201

TABLE 3

Fiscal Year					
2019	2020	2021	2022	2023	2024
$ 14,127	$ 2,479	$ 12,154	$ -	$ 25,157	$ 36,911
2,924,454	2,410,923	2,684,904	3,007,977	2,367,868	923,144
9,816,022	11,712,217	15,256,108	16,963,772	20,421,920	22,504,253
$ 12,754,603	$ 14,125,619	$ 17,953,166	$ 19,971,749	$ 22,814,945	$ 23,464,308
$ 25,000	$ 2,167	$ -	$ -	$ -	$ -
1,380,494	1,399,863	1,385,475	1,233,289	630,367	587,489
2,145,005	2,503,685	3,084,753	3,748,427	5,106,355	6,094,079
1,509,908	1,022,369	872,480	1,136,278	973,048	3,696,851
23,113,530	22,438,517	21,332,837	20,737,937	15,200,541	12,493,017
-	-	-	-	(278)	-
$ 28,173,937	$ 27,366,601	$ 26,675,545	$ 26,855,931	$ 21,910,033	$ 22,871,436

CITY OF DUNCANVILLE, TEXAS

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	Fiscal Year			
	2015	2016	2017	2018
Revenues				
Taxes:				
Property	$ 13,072,527	$ 13,855,551	$ 14,955,408	$ 15,945,254
Sales	6,784,940	7,094,565	7,575,577	8,208,151
Franchise fees and other	2,154,478	2,035,117	1,992,154	2,046,553
Hotel	626,022	779,253	742,865	752,063
Licenses, permits and fees	4,091,744	4,328,804	4,241,962	4,018,615
Fines and forfeitures	902,852	786,919	899,601	658,169
Intergovernmental	788,229	343,306	1,088,303	701,493
Investment earnings	31,211	62,851	140,113	359,326
Miscellaneous	982,014	1,204,395	1,257,626	1,171,799
Total revenues	$ 29,434,017	$ 30,490,761	$ 32,893,609	$ 33,861,423
Expenditures				
Current:				
General government/ finance	$ 4,800,190	$ 5,115,379	$ 5,326,751	$ 5,948,949
Public safety:				
Police	8,835,565	8,284,538	8,793,884	9,243,825
Fire	5,796,381	5,815,818	6,398,771	6,682,207
Public works	4,722,458	5,533,241	6,185,787	6,972,155
Parks and recreation	3,562,965	3,879,442	3,871,097	4,023,086
Neighborhood and planning	-	-	-	-
Special purposes - promotional	2,037,870	412,331	300,000	331,388
Debt service:				
Principal	888,574	198,034	204,742	211,700
Interest and fiscal charges	598,580	42,194	35,486	28,529
Capital outlay	2,317,717	1,673,066	1,208,201	913,210
Total expenditures	$ 33,560,300	$ 30,954,043	$ 32,324,719	$ 34,355,049
Excess of revenues over (under) expenditures	$ (4,126,283)	$ (463,282)	$ 568,890	$ (493,626)
Other Financing Sources (Uses)				
Issuance of debt	1,483,374	-	-	-
Transfers in	2,871,257	3,880,497	4,078,393	4,417,079
Transfers out	(835,398)	(1,510,431)	(2,324,229)	(1,819,239)
Total other financing sources (uses)	3,519,233	2,370,066	1,754,164	2,597,840
Net change in fund balances	$ (607,050)	$ 1,906,784	$ 2,323,054	$ 2,104,214
Total capital outlay capitalized per the government-wide statement of net position	$ 2,317,717	$ 1,673,066	$ 1,208,201	$ 913,210
Debt service as a percentage of noncapital expenditures	4.8%	0.8%	0.8%	0.7%

TABLE 4

Fiscal Year					
2019	2020	2021	2022	2023	2024
$ 17,321,566	$ 18,848,812	$ 20,689,375	$ 19,946,027	$ 21,793,824	$ 22,387,064
8,106,164	7,810,935	8,939,100	9,762,501	9,962,571	10,101,931
1,949,561	1,779,687	1,798,295	1,857,149	1,967,160	1,842,081
808,374	667,185	848,912	843,213	1,286,661	1,220,834
3,344,032	2,297,123	2,406,832	2,520,343	2,238,696	2,356,364
927,697	491,802	501,262	551,227	903,337	3,753,807
586,596	1,523,914	2,010,349	2,726,592	5,104,316	3,778,297
943,193	814,887	278,709	245,814	3,203,298	3,780,970
1,390,409	1,030,931	1,004,467	1,067,601	915,323	882,038
$ 35,377,592	$ 35,265,276	$ 38,477,301	$ 39,520,467	$ 47,375,186	$ 50,103,386
$ 5,448,719	$ 4,927,893	$ 5,489,870	$ 5,939,618	$ 7,674,596	$ 8,322,819
9,418,926	9,933,774	10,987,553	11,725,741	12,509,927	12,388,796
6,950,805	6,776,637	6,738,421	7,273,901	7,825,934	8,865,379
6,837,409	7,436,570	6,879,343	6,458,988	5,881,230	6,971,333
3,731,638	3,434,571	3,643,975	2,828,954	3,287,174	3,877,087
-	-	-	1,070,690	1,257,825	1,352,816
333,376	50,648	-	-	-	-
218,869	566,288	953,978	755,000	795,000	825,000
380,237	1,155,082	770,382	727,256	688,506	655,757
1,384,951	3,052,655	2,508,808	3,231,288	12,477,729	7,966,108
$ 34,704,930	$ 37,334,118	$ 37,972,330	$ 40,011,436	$ 52,397,921	$ 51,225,095
$ 672,662	$ (2,068,842)	$ 504,971	$ (490,969)	$ (5,022,735)	$ (1,121,709)
21,973,063	-	-	-	-	-
2,860,724	3,204,360	3,121,098	10,140,631	4,467,734	3,088,328
(283,001)	(571,840)	(488,578)	(7,451,694)	(1,547,701)	(355,853)
24,550,786	2,632,520	2,632,520	2,688,937	2,920,033	2,732,475
$ 25,223,448	$ 563,678	$ 3,137,491	$ 2,197,968	$ (2,102,702)	$ 1,610,766
$ 1,384,951	$ 3,052,655	$ 2,508,808	$ 3,231,288	$ 14,256,297	$ 7,963,784
1.8%	5.0%	4.5%	4.0%	3.9%	3.4%

CITY OF DUNCANVILLE, TEXAS **TABLE 5**

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Year Ended Sept. 30,	Assessed and Actual Value of Property (1)						
	Residential Property	Commercial Property	Business Personal Property	Total Assessed Value	Less: Tax-Exempt Property (2)	Total Taxable Assessed Value	Total City Tax Rate (3)
2015	$ 1,208,839,210	$ 552,356,490	$ 190,548,470	$ 1,951,744,170	$ 227,421,681	$ 1,724,322,489	0.758
2016	1,274,901,700	576,576,230	198,059,230	2,049,537,160	236,996,376	1,812,540,784	0.758
2017	1,429,782,470	631,961,430	204,417,790	2,266,161,690	296,234,097	1,969,927,593	0.758
2018	1,524,996,300	678,101,340	204,853,370	2,407,951,010	330,979,046	2,076,971,964	0.758
2019	1,811,814,750	708,815,350	215,328,700	2,735,958,800	437,110,153	2,298,848,647	0.748
2020	1,997,661,970	752,873,520	241,266,170	2,991,801,660	487,350,806	2,504,450,854	0.743
2021	2,044,275,404	723,104,720	236,418,200	3,003,798,324	465,257,817	2,538,540,507	0.717
2022	2,203,558,560	794,346,570	240,958,660	3,238,863,790	432,986,445	2,805,877,345	0.700
2023	2,831,461,570	892,376,330	271,243,740	3,995,081,640	788,460,328	3,206,621,312	0.650
2024	3,055,110,420	988,983,150	286,970,120	4,331,063,690	773,805,937	3,557,257,753	0.646

Source: Dallas Central Appraisal District

Notes:

(1) Assessed value is 100% of estimated actual value for all years as determined by the Dallas Central Appraisal District. Values are as of January 1 of the calendar year prior to the fiscal year-end date.

(2) Exemptions are granted by the City within the constraints of Texas Constitutional law.

(3) Tax Rate is per $100 assessed valuation.

CITY OF DUNCANVILLE, TEXAS **TABLE 6**

PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
(PER $100 ASSESSED VALUATION)

LAST TEN FISCAL YEARS

	City of Duncanville			Overlapping Rates (1)				
Fiscal Year Ended Sept. 30,	**General(2)**	**Debt Service(2)**	**Total (2)**	**Duncanville I.S.D.(2)**	**Dallas County(2)**	**Dallas County School Equalization (2)**	**Dallas County Hospital(2)**	**Dallas County Community College(2)**
2015	0.691189	0.067258	0.758447	1.410000	0.243100	0.010000	0.286000	0.124775
2016	0.684584	0.073863	0.758447	1.529500	0.243100	0.010000	0.286000	0.123650
2017	0.691295	0.067152	0.758447	1.521480	0.243100	0.009271	0.279400	0.122933
2018	0.693519	0.064928	0.758447	1.521480	0.243100	0.010000	0.279400	0.124238
2019	0.690208	0.058239	0.748447	1.520000	0.243100	0.010000	0.279400	0.124000
2020	0.684801	0.058646	0.743447	1.418300	0.243100	0.010000	0.269500	0.124000
2021	0.666163	0.050689	0.716852	1.367600	0.239740	0.010000	0.266100	0.124000
2022	0.655410	0.044590	0.700000	1.315900	0.227946	0.010000	0.255000	0.123510
2023	0.625120	0.025340	0.650460	1.252900	0.217946	0.010000	0.235800	0.115899
2024	0.605557	0.040477	0.646034	1.082800	0.215718	0.010000	0.219500	0.110028

Notes:
(1) Overlapping rates are those of local and county governments that apply to property owners within the City.
(2) Tax rates are per $100 of assessed value.

Source: Dallas Central Appraisal District

CITY OF DUNCANVILLE, TEXAS **TABLE 7**

PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO

Taxpayer / Company Name	2024 Taxable Assessed Value	2024 Rank	2024 Percent of Total Taxable Assessed Valuation (a)	2015 Taxable Assessed Value	2015 Rank	2015 Percent of Total Taxable Assessed Valuation (a)
TMIF 800 Link LP (800 Link Dr. Apts - Formerly Wimberly Park LP)	$ 54,000,000	1	1.52%	$ 8,147,580	10	0.47%
VR Ruscello - Bella Ruscello	31,859,260	2	0.90%	16,185,190	4	0.94%
Cabinetworks Group Michigan LLC (formally Masco)	30,304,499	3	0.85%	47,483,300	1	2.75%
C H Guenther & Son Inc. (Pioneer Frozen Foods)	27,708,970	4	0.78%	18,535,270	2	1.07%
TCH Duncanville Road LLC	27,000,000	5	0.76%			
Costco Wholesale Corp	25,514,550	6	0.72%	18,441,280	3	1.07%
WR Senior Living (Champions Cove)	24,500,000	7	0.69%			
1303 Main Gardens LP (formerly AGM Main Park LP)	23,650,000	8	0.66%	8,422,560	8	0.49%
Duncanville Meadows LLC	21,800,000	9	0.61%			
ATMOS Energy	20,917,760	10	0.59%			
Oncor Electric Delivery				9,643,900	5	0.56%
Apple Nine Spe Duncanville Inc				8,956,130	6	0.52%
Cole La Duncanville TX LLC (LA Fitness)				8,452,020	7	0.49%
Summit Center Ridge Apts				8,376,830	9	0.49%
Total	$ 287,255,039		8.08%	$ 152,644,060		8.85%

Note:

(a) Total Taxable Value as of Oct. 1 $3,557,257,753 $ 1,724,322,489

Source: Dallas Central Appraisal District

CITY OF DUNCANVILLE, TEXAS **TABLE 8**

PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

		Collected within the Fiscal Year of the Levy			Total Collections to Date	
Fiscal Year Ended Sept. 30	Original Taxes Levied for the Fiscal Year	Amount Collected	Percentage of Levy	Collections in Subsequent Years (1)	Amount Collected	Percentage of Levy
2015	$ 12,992,902	$ 12,804,150	98.5%	$ 144,800	$ 12,948,950	99.7%
2016	13,791,475	13,606,997	98.7%	133,732	13,740,729	99.6%
2017	14,869,710	14,675,275	98.7%	153,622	14,828,897	99.7%
2018	15,827,933	15,637,061	98.8%	146,906	15,783,967	99.7%
2019	17,180,834	16,993,053	98.9%	131,756	17,124,809	99.7%
2020	18,790,741	18,483,867	98.4%	196,869	18,680,736	99.4%
2021	19,520,080	19,368,907	99.2%	67,453	19,436,360	99.6%
2022	19,859,878	19,676,298	99.1%	65,550	19,741,848	99.4%
2023	21,757,132	21,467,393	98.7%	81,990	21,549,383	99.0%
2024	23,460,195	23,071,234	98.3%	-	23,071,234	98.3%

Note:

(1) Collections do not include penalty and interest on delinquent accounts.

Source: Dallas County Tax Assessor / Collector

CITY OF DUNCANVILLE, TEXAS **TABLE 9**

RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

	Governmental Activities		Business-type Activities				
Fiscal Year Ended Sept. 30,	General Obligation Bonds (c)	Loan Payable	Water and Sewer Revenue Bonds	General Obligation Bonds (c)	Total Primary Government	Percentage of Personal Income (a)	Per Capita (b)
2015	$ -	$ 1,353,381	$ 4,930,000	$ 1,470,000	$ 7,753,381	0.82%	$ 198
2016	-	1,155,342	-	5,712,023	6,867,365	0.71%	175
2017	-	950,586	-	4,930,301	5,880,887	0.60%	145
2018	-	738,886	-	4,123,579	4,862,465	0.46%	120
2019	21,936,952	520,006	-	3,301,856	25,758,814	2.42%	629
2020	21,535,049	293,718	-	2,700,134	24,528,901	2.30%	602
2021	20,753,147	59,750	-	2,188,412	23,001,309	2.24%	576
2022	19,936,243	-	-	1,661,690	21,597,933	1.85%	535
2023	19,079,340	-	-	1,124,968	20,204,308	1.77%	509
2024	18,192,437	-	-	568,246	18,760,683	1.64%	472

(a) See Schedule 14 for personal income data.

(b) See Schedule 14 for population data.

(c) Amount includes deferred premium on bonds

CITY OF DUNCANVILLE, TEXAS **TABLE 10**

RATIOS OF NET GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year Ended Sept. 30,	General Obligation Bonds	Less: Amounts Restricted for Debt Service Principal	Total	Percentage of Actual Taxable Value of Property (1)	Per Capita (2)
2015	$ 1,470,000	$ -	$ 1,470,000	0.09%	$ 37
2016	5,712,023	55,632	5,656,391	0.31%	144
2017	4,930,301	741	4,929,560	0.25%	121
2018	4,123,579	-	4,123,579	0.20%	102
2019	25,238,808	-	25,238,808	1.10%	616
2020	24,235,183	1,374,414	22,860,769	0.91%	561
2021	22,941,559	1,313,402	21,628,157	0.85%	541
2022	21,597,933	1,261,895	20,336,038	0.72%	504
2023	20,204,308	546,851	19,657,457	0.61%	495
2024	18,760,683	507,066	18,253,617	0.51%	459

(1) See Schedule 5 for property value data.
(2) See Schedule 14 for personal income and population data.
(3) This is the general bonded debt of both governmental and business-type activities, net of original issuance discounts and premiums.

CITY OF DUNCANVILLE, TEXAS **TABLE 11**

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF SEPTEMBER 30, 2024

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Debt repaid with property taxes:			
Duncanville Independent School District	$ 333,240,000	44.91%	$ 149,658,084
Dallas County	217,675,000	0.84%	1,828,470
Dallas College	318,675,000	0.84%	2,676,870
Dallas County Hospital District	543,495,000	0.84%	4,565,358
Cedar Hill Independent School District	76,530,360	0.21%	160,714
Dallas Independent School District	4,117,920,000	0.00%	-
Subtotal, overlapping debt			$ 158,889,496
City direct debt			18,192,437
Total direct and overlapping debt			$ 177,081,933

Source: Municipal Advisory Council Of Texas

Note: The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the City's boundaries.

CITY OF DUNCANVILLE, TEXAS **TABLE 12**

LEGAL DEBT MARGIN INFORMATION
AS OF SEPTEMBER 30, 2024

As a home rule city, the City of Duncanville is not limited by law in the amount of debt it may issue. The City's charter (Article 5, Section 1) states:

> "In keeping with the Constitution of the State of Texas and not contrary thereto, the City of Duncanville shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by the Constitution and laws of the State of Texas, and shall have the right to issue all tax bonds, revenue bonds, funding and refunding bonds, time warrants and other evidence of indebtedness as now authorized or as may hereafter be authorized to be issued by cities and towns by the laws of the State of Texas."

Article 11, Section 5 of the State of Texas Constitution States in part:

> "but no tax for any purpose shall ever be lawful for any one year, which shall exceed two and one-half percent of the taxable property of such city"

The tax rate at September 30, 2024, is $.646034 per $100 of assessed valuation with assessed valuation being 100% of market value.

Sources: City of Duncanville, Texas City Charter
State of Texas Constitution

CITY OF DUNCANVILLE, TEXAS **TABLE 13**

PLEDGED-REVENUE COVERAGE
LAST TEN FISCAL YEARS

Fiscal Year Ended Sept. 30,	Operating Revenue and Other (a)	Less: Operating Expense (b)	Net Available Revenue	Debt Service (c) Principal	Debt Service (c) Interest	Coverage
			Water and Sewer Bonds			
2015	$ 14,287,844	$ 9,528,883	$ 4,758,961	$ 330,000	$ 22,331	13.5
2016	15,958,306	9,654,940	6,303,366	-	-	-
2017	18,426,170	10,456,628	7,969,542	-	-	-
2018	19,123,952	10,714,635	8,409,317	-	-	-
2019	18,459,220	11,218,994	7,240,226	-	-	-
2020	17,772,984	11,593,106	6,179,878	-	-	-
2021	16,994,628	14,552,633	2,441,995	-	-	-
2022	18,760,784	15,301,824	3,458,960	-	-	-
2023	19,925,304	12,501,537	7,423,767	-	-	-
2024	21,847,642	14,517,769	7,329,873	-	-	-

Notes:
(a) Includes operating and nonoperating revenues.
(b) Includes operating expenses exclusive of depreciation, amortization, and CIP transfer.
(c) Includes principal and interest of revenue bonds only. Principal and interest amounts are the amounts due within one year of fiscal year end.

CITY OF DUNCANVILLE, TEXAS **TABLE 14**

DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year Ended Sept. 30,	Population (a)	Personal Income	Per Capita Income (a)	Median Household Income (a)	Number of Households (a)	School Enrollment (b)	Unemployment Rate	
2015	39,221	$ 941,846,505	$ 24,014	$ 56,002	13,434	13,074	3.90%	(a)
2016	39,224	972,543,662	24,795	56,002	13,434	12,945	3.90%	(a)
2017	40,594	973,618,128	23,984	56,993	13,791	12,889	4.00%	(a)
2018	40,565	1,065,561,420	26,268	57,695	13,651	12,761	4.10%	
2019	40,948	1,065,561,420	26,022	58,631	13,753	12,460	6.40%	
2020	40,739	1,067,361,800	26,200	59,405	13,616	12,674	7.10%	(a)
2021	39,946	1,026,372,524	25,694	59,290	13,362	11,826	8.10%	(a)
2022	40,358	1,166,144,410	28,895	63,946	13,556	11,414	5.70%	(a)
2023	39,727	1,140,919,713	28,719	61,350	13,372	*14,054	5.70%	(a)
2024	39,727	1,140,919,713	28,719	61,350	13,372	*14,054	4.20%	(c)

Sources: (a) ESRI
(b) *Texas Education Agency website - includes Duncanville ISD, Advantage Academy and Village Tech Schools
(c) Information last updated May 2024. No change from figures reported in FY 2023

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS **TABLE 15**

PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO
(UNAUDITED)

	2024			2015		
Employer	**Employees (2)**	**Rank**	**Percent of Total Employment (a)**	**Employees (2)**	**Rank**	**Percent of Total Employment (a)**
Duncanville Independent School District	1,600	1	8.40%	1,783	1	9.13%
Cabinetworks (formerly Masco Cabinets)	706	2	3.71%	700	2	3.58%
City of Duncanville	335	3	1.76%	335	3	1.72%
Pioneer Frozen Foods	176	4	0.92%	183	5	0.94%
Automann Texas	157	5	0.82%			
Costco Wholesale	145	6	0.76%	180	6	0.92%
DeFords	130	7	0.68%	160	7	0.82%
Pappadeaux	125	8	0.66%	211	4	1.08%
W&B Service Company	100	9	0.52%	115	8	0.59%
Freedom Dodge Chrysler Jeep	75	10	0.39%	72	10	0.37%
Personalized Communications				90	9	0.46%
Total	3,549		18.63%	3,829		19.61%

Note:

(a) Total City Employment (1) 19,053 19,529

Sources:
(1) ESRI BIS
(2) Duncanville Community Economic Development Corporation

CITY OF DUNCANVILLE, TEXAS

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES
LAST TEN FISCAL YEARS

Fiscal Year	2015	2016	2017	2018	2019
By Functions					
General Government	35.69	36.13	37.00	37.32	37.14
Fire Services	54.33	54.33	54.30	54.25	55.00
Neighborhood & Code Services	-	-	-	-	-
Police Services (Civil)	59.98	60.00	60.00	60.00	60.00
Police Services (Non-Civil)	18.90	19.07	18.70	18.91	18.74
Public Works	39.50	34.50	35.50	41.00	44.00
Library Services	12.00	12.00	11.70	11.97	11.35
Parks and Recreation	55.65	60.25	58.60	58.66	54.54
Water and Wastewater	20.50	23.50	23.50	23.00	22.00
Total Employees by Function	296.55	299.78	299.30	305.11	302.77
By Departments					
General Government	20.50	21.00	21.70	21.15	21.99
Finance	25.19	25.13	25.00	24.50	24.50
Neighborhood Services	-	-	-	-	-
Parks and Recreation	55.65	60.25	58.60	59.48	54.54
Police (Civil)	59.98	60.00	60.00	60.00	60.00
Police (Non-Civil)	18.90	19.07	18.70	18.91	18.74
Public Works	34.50	34.50	31.50	41.00	43.00
Utilities	25.50	23.50	27.50	23.00	23.00
Fire (Civil)	51.00	51.00	51.00	51.00	51.00
Fire (Non Civil)	3.33	3.33	3.25	3.25	4.00
Economic Development	2.00	2.00	2.00	2.82	2.00
Total Employees by Department	296.55	299.78	299.25	305.11	302.77
By Fund					
General	230.82	231.55	230.70	239.35	240.58
Utility	33.50	33.50	33.50	33.00	32.00
Hotel/Motel	-	-	-	0.30	0.30
Economic Development	3.42	3.38	3.80	2.82	2.54
Grant	2.10	2.10	4.10	3.42	2.04
Camp Fund	1.53	1.38	0.60	0.00	-
Drainage	4.00	4.00	4.00	4.00	3.50
Solid Waste	4.00	4.00	4.00	4.00	5.00
Traffic Administration	1.00	1.00	1.00	1.00	0.00
Juvenile Case Manager	0.50	0.50	0.50	0.50	0.50
Fieldhouse	15.68	18.37	17.10	16.72	16.31
Total Employees by Fund	296.55	299.78	299.30	305.11	302.77

Source: City of Duncanville, Texas Annual Budgets

TABLE 16

2020	2021	2022	2023	2024
37.64	36.33	41.69	47.50	50.00
55.00	55.00	56.00	55.00	55.50
-	-	14.00	15.00	15.00
60.00	60.00	62.00	63.00	63.00
18.00	13.79	14.80	15.00	15.70
43.00	43.00	39.21	41.70	41.10
12.00	11.65	11.43	13.00	12.60
53.92	47.05	40.72	44.30	45.80
23.00	23.00	22.50	20.00	20.00
302.56	289.82	302.35	314.50	318.70
23.64	23.80	27.88	32.00	33.10
24.00	22.00	22.00	24.00	24.00
-	-	14.00	15.00	15.00
53.92	47.05	40.72	44.30	45.80
60.00	60.00	62.00	63.00	63.00
18.00	13.79	14.80	15.00	15.70
43.00	43.00	41.21	35.70	35.10
23.00	23.00	20.50	26.00	26.00
51.00	51.00	51.00	52.00	52.00
4.00	4.00	5.00	3.00	3.50
2.00	2.18	3.24	4.50	5.50
302.56	289.82	302.35	314.50	318.70
244.54	234.24	244.75	255.50	257.30
32.00	32.00	32.50	33.00	32.00
0.30	0.30	0.30	1.00	1.00
2.32	1.88	4.03	4.90	6.60
1.40	1.00	1.00	0.00	1.00
-	-	-	-	-
3.50	3.50	4.00	3.00	3.00
5.00	5.00	5.00	5.00	5.00
-	-	-	-	-
0.50	0.50	0.50	0.00	-
13.00	11.40	10.27	12.10	12.80
302.56	289.82	302.35	314.50	318.70

CITY OF DUNCANVILLE, TEXAS

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES
LAST TEN FISCAL YEARS

Fiscal Year	**2015**	**2016**	**2017**	**2018**	**2019**
GENERAL GOVERNMENT					
City Manager	2.00	2.00	2.00	2.00	4.00
City Secretary	1.50	2.00	2.00	2.00	-
Personnel	2.00	2.00	2.00	2.00	2.64
Information Systems	2.00	2.00	3.00	3.00	3.00
Community Information Office	1.00	1.00	1.00	1.00	1.00
Library Services	12.00	12.00	11.70	11.97	11.35
Economic Development	-	2.0	2.00	2.82	2.54
City Marshal	-	-	-	-	-
TOTAL GENERAL GOVERNMENT	20.50	23.00	23.70	24.79	24.53
NEIGHBORHOOD SERVICES					
Neiighborhood Services	-	-	-	-	-
Grant Paid Inspector	-	-	-	-	-
Planning	-	-	-	-	-
Building Inspection	-	-	-	-	-
TOTAL NEIGHBORHOOD SERVICES	-	-	-	-	-
FINANCE					
Finance Administration	6.00	6.00	6.00	6.00	7.00
Municipal Court	5.00	5.00	5.00	5.00	5.00
Traffic Adm	1.00	1.00	1.00	1.00	-
Purchasing	1.00	1.00	1.00	1.00	1.00
City Marshal	2.19	2.13	2.00	1.50	1.50
Utility Billing	10.00	10.00	10.00	10.00	10.00
TOTAL FINANCE	25.19	25.13	25.00	24.50	24.50
PARKS AND RECREATION					
Parks and Recreation Administration	2.00	2.00	2.00	2.00	2.00
Recreation Programming	11.38	10.99	9.50	10.04	7.54
Athletic Programming	3.00	3.00	3.00	3.00	3.00
Park Grounds Maintenance	8.75	7.76	8.80	7.62	7.59
Building Services	6.00	7.04	6.60	6.99	6.21
Senior Center	3.84	4.09	4.60	4.99	4.05
Horticulture	3.00	3.00	3.00	3.00	3.00
Solid Waste Services	2.00	4.00	4.00	4.00	4.00
Fieldhouse	-	18.37	17.10	16.72	16.31
Beautification	-	-	-	0.30	0.30
TOTAL PARKS AND RECREATION	39.97	60.25	58.60	58.66	54.00

TABLE 16

2020	2021	2022	2023	2024
4.00	4.00	4.06	5.50	5.00
-	-	3.00	3.00	2.00
2.64	2.15	3.39	3.50	3.50
4.00	4.00	4.00	4.00	4.00
1.00	1.00	1.00	2.00	5.00
12.00	11.65	11.43	13.00	12.60
2.00	1.88	3.24	4.50	5.50
-	-	1.00	1.00	1.00
25.64	24.68	31.12	36.50	38.60
-	-	5.00	6.00	5.00
-	-	1.00	1.00	1.00
-	-	2.00	2.00	2.00
-	-	6.00	6.00	7.00
-	-	14.00	15.00	15.00
7.00	6.00	5.00	6.00	7.00
5.00	5.00	5.00	5.00	5.00
-	-	-	-	-
1.00	1.00	2.00	2.00	2.00
1.00	1.00	-	-	-
10.00	10.00	10.00	11.00	10.00
24.00	23.00	22.00	24.00	24.00
2.00	2.00	2.00	2.00	2.00
9.00	6.82	6.12	6.80	6.00
3.00	3.00	3.00	3.00	3.00
8.92	7.50	7.50	7.60	7.90
7.00	6.15	-	-	-
4.00	3.18	3.74	4.40	5.00
3.00	3.00	3.00	3.00	3.00
4.00	4.00	4.00	4.00	4.00
13.00	11.40	10.27	12.10	12.80
-	0.30	1.09	1.40	2.10
53.92	47.35	40.72	44.30	45.80

CITY OF DUNCANVILLE, TEXAS

FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES
LAST TEN FISCAL YEARS

Fiscal Year	2015	2016	2017	2018	2019
POLICE					
Police Administration	3.00	3.00	3.00	3.00	3.00
Patrol	45.00	45.00	45.00	45.00	45.00
Special Services	2.00	2.00	2.00	2.00	2.00
Criminal Investigation	12.00	12.00	12.00	12.00	13.00
Animal Control	2.00	2.00	2.00	2.00	2.00
School Guards	3.28	3.47	3.10	3.33	2.20
Crime Prevention	1.50	1.50	1.50	1.50	1.50
Detention Services	5.00	5.00	5.00	5.00	5.00
Records	4.00	4.00	4.00	4.00	4.00
Police VOCA Grant	1.10	1.10	1.10	1.08	1.04
TOTAL POLICE	78.88	79.07	78.70	78.91	78.74
PUBLIC WORKS					
Engineering / Planning	3.50	3.50	3.50	5.00	3.00
Building Inspection	6.00	6.00	7.00	8.00	6.00
Grant Paid Inspector	1.00	1.00	1.00	1.00	1.00
Planning	-	-	-	-	2.00
Code Enforcement	-	-	-	-	3.00
Streets	12.00	12.00	12.00	15.00	16.50
Signs & Signals	4.00	4.00	4.00	4.00	4.00
Equipment Services	4.00	4.00	4.00	4.00	4.00
Building Services	-	-	-	-	-
TOTAL PUBLIC WORKS	30.50	30.50	31.50	37.00	39.50
FIRE					
Fire Administration	3.00	3.00	3.00	3.00	3.00
Fire Prevention	2.00	2.00	2.00	2.00	2.00
Fire Suppression	36.00	36.00	36.00	36.00	36.00
Advanced Life Support	13.00	13.00	13.00	13.00	13.00
Emergency Regional Administrator	0.33	0.33	0.25	0.25	1.00
TOTAL FIRE	54.33	54.33	54.25	54.25	55.00
UTILITIES					
Utilities Administration	3.00	3.00	3.00	2.50	2.50
Water Services	9.00	9.00	9.00	9.00	8.00
Wastewater Services	11.50	11.50	11.50	11.50	11.50
Drainage Adm	4.00	4.00	4.00	4.00	3.50
Solid Waste	2.00	-	-	-	1.00
TOTAL UTILITIES	29.50	27.50	27.50	27.00	26.50
Economic Development	2.00	-	-	-	-
Fieldhouse	15.68	-	-	-	-
CITY TOTAL	296.55	299.78	299.25	305.11	302.77

TABLE 16

2020	2021	2022	2023	2024
3.00	3.00	3.00	4.00	4.00
45.00	44.00	47.00	47.00	48.00
2.00	3.00	2.00	2.00	2.00
13.00	13.00	14.00	14.00	14.00
2.00	2.00	2.00	2.00	2.00
2.50	3.29	3.30	3.50	3.20
1.50	1.50	1.50	1.50	1.50
5.00	-	-	-	-
4.00	4.00	4.00	4.00	4.00
-	-	-	-	-
78.00	73.79	76.80	78.00	78.70
3.00	3.00	3.00	5.00	4.00
6.00	6.00	-	-	-
1.00	1.00	-	-	-
2.00	2.00	-	-	-
3.00	3.00	-	-	-
16.50	16.50	16.50	16.00	16.00
4.00	4.00	4.00	4.00	4.00
4.00	4.00	4.00	4.00	4.00
-	-	6.71	6.70	7.10
39.50	39.50	34.21	35.70	35.10
3.00	3.00	3.00	3.00	3.00
2.00	2.00	3.00	2.00	2.00
36.00	36.00	36.00	36.00	36.00
13.00	13.00	13.00	13.00	13.00
1.00	1.00	1.00	1.00	1.50
55.00	55.00	56.00	55.00	55.50
2.50	2.50	3.00	2.00	2.00
8.00	10.00	10.00	10.00	20.00
11.50	9.50	9.50	10.00	-
3.50	3.50	4.00	3.00	3.00
1.00	1.00	1.00	1.00	1.00
26.50	26.50	27.50	26.00	26.00
-	-	-	-	-
-	-	-	-	-
302.56	289.82	302.35	314.50	318.70

CITY OF DUNCANVILLE, TEXAS

OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

Fiscal Years	**2015**	**2016**	**2017**	**2018**	**2019**
Function/Program					
General Government:					
Building Permits Issued*	725	388	445	1,349	1,667
Police:					
Criminal Arrests	1,845	1,964	1,465	1,173	1,281
Index Crimes per 1,000 Population	47	50	33	38	33
Fire:					
Total Calls for Service (Fire & EMS)	5,400	5,904	6,671	6,688	6,887
Total Structural Inspections	1,370	1,200	1,153	1,008	977
Public Services:					
Utility Cuts Repaired	235	320	320	191	164
Sidewalk Repaired (Square Feet)	7,500	7,500	3,740	8,320	33,297
Parks and Recreation:					
Program Participation Hours	15,000	15,000	2,979	6,893	4,693
Number of Annual Passes Sold	1,000	1,000	2,477	1,926	686
Library:					
Volumes in Collection	108,000	118,553	97,126	98,551	100,000
Total Volumes Borrowed	142,000	110,000	101,969	121,118	102,578
Water/Wastewater:					
Water Main Breaks	15	31	32	17	27
Number of Gallons of Water Pumped (000s)	1,746,000	1,745,900	1,500,643	1,500,643	1,592,391
Average Daily Consumption (MGD)	5.75	6.25	4.41	4.00	4.36
Miles of Sewer Mains Cleaned	65.00	110.00	138.48	144.45	52.15

Source: City of Duncanville, Texas Annual Budgets in prior years.

* 2021 - Buildng Permits - Number includes all permits issued including, but not limited to, signs, garage sales, building, plumbing, certificates of occupancy

TABLE 17

2020	2021	2022	2023	2024
2,083	4,299	3,641	3,011	N/A
650	783	858	NA	1,190
28	27.2	32	NA	27
7,295	7,388	7,124	NA	7,191
811	690	572	NA	341
115	150	17	47	51
29,702	10,358	1,464	1,112	8,282
637	1,237	NA	3,099	1,919
1,338	1,120	NA	840	1,153
107,331	108,104	98,718	98,718	99,548
45,223	50,963	53,781	53,781	53,491
45	22	25	NA	35
1,613,147	1,692,569	1,870,000	NA	2,306,696
4.41	4.64	5.12	NA	6.3
1.39	60.89	316.32	NA	41.97

CITY OF DUNCANVILLE, TEXAS

CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

Fiscal Year	**2015**	**2016**	**2017**	**2018**
Function/Program				
Public Safety:				
Emergency Vehicles (Police & Fire)	31	31	33	33
Public Works:				
Streets - Paved (Miles)	156.05	156.05	156.05	156.05
Alleys - Paved (Miles)	36.81	36.81	36.81	36.09
Traffic Signals	36	36	36	36
Street Signs	1,966	1,966	1,966	1,966
Regulatory & Non-regulatory Signs	10,044	10,059	10,096	10,029
Non-Emergency Vehicles	87	89	112	103
Parks and Recreation:				
Park Acres	244.0	244.0	244.0	244.0
Playgrounds	13	13	13	13
Total Athletic Facilities Maintained	55	55	55	55
Water/Wastewater:				
Miles of Water Mains *	190.00	197.52	197.52	189.48
Fire Hydrants	1,428	1,428	1,365	1,363
Sanitary Sewer Lines (Miles)	153.67	154.95	154.95	154.95
Sanitary Sewer Laterals (Miles)	77.35	77.35	77.35	77.35

Source: City of Duncanville, Texas Annual Budgets

* Prior to 2021 database of capital assets not updated to obtain accurate number.

TABLE 18

2019	2020	2021	2022	2023	2024
34	34	34	34	34	34
156.05	156.05	156.05	156.05	156.05	156.05
36.09	36.09	36.09	36.09	36.09	36.09
36	36	37	37	37	37
1,966	1,966	1,966	1,966	1,966	1,966
10,059	10,080	10,212	10,212	10,212	10,227
107	107	107	111	111	111
244.0	244.0	244.0	244.0	244.0	244.0
13	13	13	13	13	13
55	55	55	55	55	55
191.00	191.00	310.62	311.31	311.31	311.31
1,363	1,425	1,425	1,434	1,434	1,439
154.95	154.95	161.74	162.11	162.11	162.11
77.35	77.35	77.35	77.35	77.35	77.35

Duncanville
City of Champions

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CITY OF DUNCANVILLE, TEXAS

SINGLE AUDIT REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2024

CITY OF DUNCANVILLE, TEXAS

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Duncanville, Texas (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 7, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA GAQC Member

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Duncanville, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 7, 2025

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Duncanville, Texas' (the "City") compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (*Uniform Guidance*). Our responsibilities under those standards and the *Uniform Guidance* are further described in the *Auditor's Responsibilities for the Audit of Compliance* section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

OFFICE LOCATIONS
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NEW MEXICO | Albuquerque

AICPA GAQC Member

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our 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 that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above 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 City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *Uniform Guidance*, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance 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 identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon, dated March 7, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the *Uniform Guidance* and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *Uniform Guidance*. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 7, 2025

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
Passed through Dallas County, Texas:			
CDBG – Entitlement/Special Purpose Grants Cluster	14.218	N/A	$ 161,915
Total Dallas County, Texas			161,915
Total U.S. Department of Housing and Urban Development			161,915
U.S. Department of the Interior			
Passed through the Texas Parks and Wildlife Department:			
Outdoor Recreation Acquisition, Development and Planning	15.916	48-001194	377,314
Total Texas Parks and Wildlife Department			377,314
Total U.S. Department of the Interior			377,314
U.S. Department of Justice			
Passed through the State of Texas Governor's Office:			
Equitable Sharing Program	16.922	N/A	593,925
Total State of Texas Governor's Office			593,925
Total U.S. Department of Justice			593,925
U.S. Department of Treasury			
Passed through the Texas Department of Emergency Management:			
COVID-19 - Coronavirus State and Local Fiscal Recovery Fund	21.027	N/A	2,170,803
Total Texas Department of Emergency Management			2,170,803
Total U.S. Department of Treasury			2,170,803
U.S. Department of Health and Human Services			
Passed through the Dallas Area Agency on Aging:			
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	N/A	220,097
Total Aging Cluster			220,097
Passed through the Texas Health and Human Services Commission:			
Texas Ambulance Supplement Payment Program (Medicaid Cluster)	93.778	N/A	37,208
Total Texas Health and Human Services Commission			37,208
Total U.S. Department of Health and Human Services			257,305
Total Expenditures of Federal Awards			$ 3,561,262

The accompanying notes are an integral part of this schedule.

CITY OF DUNCANVILLE, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Basis of Accounting

The Schedule of Expenditures of Federal Awards is presented using the modified accrual basis of accounting. The modified accrual basis of accounting is described in the notes to the basic financial statements. The information in this schedule is presented in accordance with the 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*). Therefore, some of the amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Basis of Presentation

The Schedule of Expenditures of Federal Awards presents the activity of all applicable federal awards programs of the City. The City's reporting entity is defined in the notes to the basic financial statements. Federal awards received directly from federal agencies, as well as awards passed through other government agencies, are included on the Schedule of Expenditures of Federal Awards.

Indirect Costs

The City has elected not to use the de minimis indirect cost rate as allowed in the Uniform Guidance.

Pass-Through Expenditures

None of the federal awards of the City were passed through to subrecipients.

CITY OF DUNCANVILLE, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Summary of Auditors' Results

Financial Statements:	
Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None reported
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None
Federal Awards:	
Internal control over major programs:	
Material weakness(es) identified?	None reported
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with *2 CFR 200.516(a)* of *Uniform Guidance*	None
Identification of major programs:	
Assistance Listing Number	Name of Federal Program or Cluster:
21.027	Coronavirus State and Local Fiscal Recovery Fund (COVID-19)
Dollar threshold used to distinguish between type A and type B programs	$750,000
Auditee qualified as low-risk auditee	No

Findings Relating to the Financial Statements Which are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

None

Findings and Questioned Costs for Federal Awards

None

CITY OF DUNCANVILLE, TEXAS

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Finding 2023-001: Material Weakness in Internal Control over Financial Reporting

Criteria:

Management of the City is responsible for establishing and maintaining internal controls to achieve timely financial reporting. Additionally, the Uniform Guidance requires local governments that expend $750,000 or more in federal grant awards in a fiscal year to submit the single audit reporting package to the Federal Audit Clearinghouse (FAC) within nine months of its fiscal year-end.

Condition:

The City did not complete its annual financial statement audit in a timely manner or submit its single audit reporting package to the Federal Audit Clearinghouse (FAC) within nine months of its fiscal year-end.

Cause:

Due to staff turnover the City had fallen behind in performing many basic accounting functions such as reconciling bank accounts and performing other reconciliations necessary to issue timely and accurate financial statements. Subsequent to the end of fiscal year 2023, the City hired new finance staff and was able to complete the fiscal year 2023 audit with no material audit adjustments. However, since the fiscal year 2022 audit was not completed until March 15, 2024, and the new staff were not hired until subsequent to the fiscal year-end, the completion of the fiscal year 2023 audit was delayed until October of 2024.

Effect:

The City did not provide management and City stakeholders with timely financial information on which to base their decisions. The City is also not in compliance with the requirements of the federal single audit, which could jeopardize federal funding.

Status:

This matter has been resolved.

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Duncanville
City of Champions

March 7, 2025

Pattillo, Brown & Hill, L.L.P.
401 West State Highway 6
Waco, Texas 2562510

This representation letter is provided in connection with your audit of the financial statements of the City of Duncanville, Texas, (the "City"), as of September 30, 2024, and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows, where applicable, of the various opinion units of the City in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, 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.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of March 7, 2025:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
2. The financial statements referred to above have been fairly presented in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP) and include all properly classified funds, required supplementary information, and notes to the basic financial statements.
3. We acknowledge our responsibility for the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. With respect to your assistance with preparing the financial statements, schedule of expenditures of federal awards, and related notes to the financial statements of the City in conformity with U.S. generally accepted accounting principles and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (*Uniform Guidance*) based on information provided by us, we have performed the following:

a. Made all management decisions and performed all management functions;
b. Assigned a competent individual to oversee the services;
c. Evaluated the adequacy of the services performed;
d. Evaluated and accepted responsibility for the result of the service performed; and
e. Established and maintained controls, including a process to monitor the system of internal control.

6. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of the applicable financial reporting framework.
7. All related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
8. All events subsequent to the date of the financial statements and for which accounting principles generally accepted for governments in the United States of America (U.S. GAAP) requires adjustment or disclosure have been adjusted or disclosed.
9. There were no uncorrected misstatements proposed by you during the current engagement.
10. We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the financial statements that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989, FASB and AICPA Pronouncements*.
11. With regard to items reported at fair value:
    a. The underlying assumptions are reasonable, and they appropriately reflect management's intent and ability to carry out its stated courses of action.
    b. The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
    c. The disclosures related to fair values are complete, adequate, and in conformity with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
    d. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
12. All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
13. All funds and activities are properly classified.
14. All funds that meet the quantitative criteria in Government Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, and GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
15. All net position components and fund balance classifications have been properly reported.
16. All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

17. All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
18. All interfund and intra-entity transactions and balances have been properly classified and reported.
19. Special items and extraordinary items, if any, have been properly classified and reported.
20. Deposit and investment risks have been properly and fully disclosed.
21. Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
22. All required supplementary information is measured and presented within the prescribed guidelines.
23. Nonexchange and exchange financial guarantees, either written or oral, under which it is more likely than not that a liability exists, have been properly recorded, or if we are obligated in any manner, are disclosed.

Information Provided

24. We have provided you with:
    a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
    b. Additional information that you have requested from us for the purpose of the audit; and
    c. Unrestricted access to persons within the City and others from whom you determined it necessary to obtain audit evidence.
    d. A written acknowledgement of all the documents that we expect to issue that will be included in the annual report and the planned timing and method of issuance of that annual report;
    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.
25. The financial statements and any other information included in the annual report are consistent with one another, and the other information does not contain any material misstatements.
26. All transactions have been recorded in the accounting records and are reflected in the financial statements.
27. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
28. We have provided to you our evaluation of the City's ability to continue as a going concern, including significant conditions and events present, and we believe that our use of the going concern basis of accounting is appropriate.
29. We have no knowledge of any fraud or suspected fraud that affects the City and involves:
    a. Management;
    b. Employees who have significant roles in internal control; or
    c. Others where the fraud could have a material effect on the financial statements.
30. We have no knowledge of any instances, that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any

other instances that warrant the attention of those charged with governance, whether communicated by employees, former employees, vendors (contractors), regulators, or others.

31. We have no knowledge of any instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
32. We have no knowledge of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
33. We have identified for you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
34. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
35. We have disclosed to you the identity of all the City's related parties and the nature of all the related party relationships and transactions of which we are aware.
36. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
37. The City has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
38. We have disclosed to you all guarantees, whether written or oral, under which the City is contingently liable.
39. We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
40. There are no:
    a. Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
    b. Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989, FASB and AICPA Pronouncements*.
    c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
41. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
42. We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
43. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB-62. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or

markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.

44. We have reviewed and approved the various adjusting journal entries that were proposed by you for recording in our books and records and reflected in the financial statements.
45. We have provided you all minutes of the meetings of those charged with governance, or summaries of actions of recent meetings for which minutes have not yet been prepared.
46. We have not completed the process of evaluating the effect that will result from adopting the guidance in GASB Statements No. 101, 102, 103 and 104, as discussed in Note I. The City is therefore unable to disclose the effect that adopting the guidance in these statements will have on its financial position and the results of operations when such statements are adopted.
47. We have reviewed capital assets for impairment whenever events or changes in circumstances have indicated that the carrying amount of the assets might not be recoverable and have appropriately recorded the adjustment.
48. There have been no cybersecurity breaches or other cyber events whose effects should be considered for disclosure in the financial statements, as a basis for recording a loss contingency, or otherwise considered when preparing the financial statements.
49. Regarding accounting estimates:
    a. The significant judgments made in making the accounting estimates have taken into account all relevant information of which we are aware.
    b. We have consistently and appropriately selected and applied methods, assumptions, and data when making accounting estimates.
    c. The assumptions we used in making and disclosing accounting estimates appropriately reflect our intent and ability to carry out specific courses of action on behalf of the Authority, when relevant to the accounting estimates and disclosures.
    d. The disclosures related to accounting estimates, including those disclosures describing estimation uncertainty, are complete and are reasonable in the context of the applicable financial reporting framework.
    e. We have obtained and applied appropriate specialized skills and expertise in making accounting estimates.
    f. We are not aware of any events subsequent to the date of the financial statements that require adjustment to our accounting estimates and related disclosures included in the financial statements.
50. With respect to the supplementary information accompanying the financial statements:
    a. We acknowledge our responsibility for the presentation of the supplementary information in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
    b. We believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
    c. The methods of measurement or presentation have not changed from those used in the prior period.
    d. When the supplementary information is not presented with the audited financial statements, management will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.

51. With respect to the required supplementary information accompanying the financial statements:
    a. We acknowledge our responsibility for the presentation of the required supplementary information in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
    b. We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).
    c. The methods of measurement or presentation have not changed from those used in the prior period.

Single Audit

52. With respect to federal awards, we represent the following to you:
    a. We are responsible for understanding and complying with, and have complied with, the 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*).
    b. We are responsible for the preparation and presentation of the schedule of expenditures of federal awards in accordance with the *Uniform Guidance*.
    c. We believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the *Uniform Guidance*.
    d. The methods of measurement or presentation have not changed from those used in the prior period.
    e. We are responsible for including the auditor's report on the schedule of expenditures of federal awards in any document that contains the schedule and that indicates that the auditor has reported on such information.
    f. We have identified and disclosed all of our government programs and related activities subject to the *Uniform Guidance* compliance audit.
    g. We have notified you of federal awards and funding increments that were received before December 26, 2014, (if any) and differentiated those awards from awards and funding increments received on or after December 26, 2014, and subject to the audit requirements of the *Uniform Guidance*.
    h. When the schedule of expenditures of federal awards is not presented with the audited financial statements, we will 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 the City of the schedule of expenditures of federal awards and the auditor's report thereon.
    i. We have, in accordance with the *Uniform Guidance*, identified in the schedule of expenditures of federal awards, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, food commodities, direct appropriations, and other assistance.

Duncanville
City of Champions

j. We have provided to you our interpretations of any compliance requirements that are subject to varying interpretations.
k. We have made available to you all federal awards (including amendments, if any) and any other correspondence relevant to federal programs and related activities that have taken place with federal agencies or pass-through entities.
l. We have received no requests from a federal agency to audit one or more specific programs as a major program.
m. We have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material compliance requirements of federal awards, including the results of other audits or program reviews, or stated that there was no such noncompliance. We also know of no instances of noncompliance with direct and material compliance requirements occurring subsequent to the period covered by the auditor's report.
n. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
o. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
p. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared (and are prepared on a basis consistent with the schedule of expenditures of federal awards).
q. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
r. We have properly classified amounts claimed or used for matching in accordance with related guidelines in the *Uniform Guidance*, as applicable.
s. We have charged costs to federal awards in accordance with applicable cost principles.
t. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the *Uniform Guidance*, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
u. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
v. The reporting package does not contain personally identifiable information.
w. We have disclosed all contracts or other agreements with service organizations and disclosed to you all communications from these service organizations relating to noncompliance at the organizations.

x. We have reviewed, approved, and taken responsibility for the financial statements and related notes and an acknowledgment of the auditor's role in the preparation of this information.
y. We have disclosed to you the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.
z. We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major federal program; and we have complied with these direct and material compliance requirements.
aa. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provide reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on our federal programs. Also, no changes have been made in the internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditor's report.
bb. We are responsible for and have accurately completed the appropriate sections of the Data Collection Form.

6/15/17

Douglas Finch, City Manager

Richard C Jackson

Richard Jackson, Managing Director of Fiscal Services/CFO

RESOLUTION NO. 2025-439

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ACKNOWLEDGING RECEIPT OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 AS COMPLETED BY PATTILLO, BROWN, & HILL, LLP; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pattillo, Brown, & Hill, LLP, was contracted by the City to perform an independent audit of the City's financial accounting and to provide the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended September 30, 2024; and,

WHEREAS, Pattillo, Brown, & Hill, LLP, has completed their independent audit and provided their report and findings to the Audit Committee on March 6, 2025; and,

WHEREAS, The City of Duncanville has successfully completed the ACFR within the allotted timeline given for the first time in four years; and,

WHEREAS, The City Council desires to acknowledge the receipt of the independent auditor's report.

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

SECTION 1. The independent audit and Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended September 30, 2024, has been completed by Pattillo, Brown, & Hill, LLP, a copy of which has been submitted to the Audit Committee; and,

SECTION 2. The City Council hereby acknowledges receipt of the ACFR and related findings for FY 2023-2024.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of March, 2025.

APPROVED:

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Greg Contreras, Mayor

ATTEST:

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Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

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Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Seek City Council authorization for DCEDC expenditure of $3,000.00 for a sponsorship for the Duncanville ISD Education Foundation's 2025 Heart of Duncanville 5K Run.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:
Being that all community requests for sponsorships, donations and contributions are presented to the DCEDC for approval, the Duncanville ISD Education Foundation (DISDEF) presented a sponsorship request to the DCEDC for the 2025 Heart of Duncanville 5K Run. The Heart of Duncanville 5K Run is a long-standing community event hosted by the Duncanville ISD Education Foundation (DISDEF). This year, the proceeds of the 5K will benefit the Panther Pantry and Clothing Closet, which provide clothing, hygiene items, school supplies, and non-perishable foods to students and families who are experiencing hardship.

Year to year, the event draws between 500-1,000 runners and attendees, which includes visitors from outside Duncanville. Merchants in downtown Duncanville support this event and look forward to customers visiting their businesses and the city.

The funds for this sponsorship request would be earmarked to cover the rental of barricades to protect runners throughout the duration of the 5K.

POLICY EXPLANATION:
The sponsorship request by the Duncanville ISD Education Foundation was approved by the DCEDC on February 24, 2025, for an award totaling $3,000, for the 2025 Heart of Duncanville 5K. City Council approval of this DCEDC expenditure is requested.

FUNDING SOURCE:

ORG and Object Number
12011000 (Economic Development Admin) - 700445 (Marketing)

Available Budget	Purchase Amount	After Encumber
$155,479.81	$3,000.00	$152,479.51

ACTION ALTERNATIVES:

1. Approve the DCEDC expenditure for the sponsorship award.
2. Do not approve the DCEDC expenditure for the sponsorship award.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-437 - DCEDC Expenditure - Heart of Duncanville Sponsorship

RESOLUTION NO. 2025-437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) EXPENDITURE OF $3,000.00 FOR A SPONSORSHIP FOR THE DUNCANVILLE ISD EDUCATION FOUNDATION'S 2025 HEART OF DUNCANVILLE 5K RUN; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Duncanville Community & Economic Development Corporation (DCEDC) Board of Directors has found and determined that the sponsorship will further the potential economic benefits that will accrue to the City are consistent with the City's economic development objectives; and

WHEREAS, The Heart of Duncanville 5K Run is a long-standing community event hosted by the Duncanville ISD Education Foundation (DISDEF); and

WHEREAS, Year to year, the event draws between 500-1,000 runners and attendees, which includes visitors from outside Duncanville; and

WHEREAS, Merchants in downtown Duncanville support this event and look forward to customers visiting their businesses and the city.

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

SECTION 1. The City Council of the City of Duncanville, Texas approves Resolution 2025-437 authorizing a DCEDC expenditure of $3,000.00 for a sponsorship for the Duncanville ISD Education Foundation's 2025 Heart of Duncanville 5K Run.

SECTION 2. The City Council of the City of Duncanville, Texas directs the City Manager, or his designee, to execute all appropriate documents.

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 18th day of March, 2025.

APPROVED:

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Greg Contreras, Mayor

ATTEST:

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Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

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Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Seek City Council authorization for DCEDC expenditure of $5,000.00 for a sponsorship for the 2025 Property Improvement Program (PIP) Days.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:
The Property Improvement Program (PIP) is a 501c3 partnership between the First United Methodist Church in Duncanville and the City's Neighborhood Vitality Commission, that was established in 2016. With assistance from community volunteers, PIP Days are hosted twice per year to serve residents in need of assistance with repairs to the exterior of their homes, fence repairs, or yardwork.

Projects are selected based on the level of need, to provide a safe living environment, a resident's inability to complete these projects themselves due to life circumstances, and the level of improvement to the neighborhood.

The Property Improvement Program (PIP) provides necessary home improvement to the most vulnerable citizens of Duncanville.

POLICY EXPLANATION:
The sponsorship request by the Property Improvement Program (PIP) was approved by the DCEDC on February 24, 2025, for an award totaling $5,000, for both spring and fall 2025 PIP days. City Council approval of this DCEDC expenditure is requested.

FUNDING SOURCE:

ORG and Object Number

12011000 (Economic Development Admin) - 700445 (Marketing)

Available Budget	**Purchase Amount**	**After Encumber**
$155,479.81	$5,000.00	$150,479.81

ACTION ALTERNATIVES:

1. Approve the DCEDC expenditure for the sponsorship award.
2. Do not approve the DCEDC expenditure for the sponsorship award.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2025-436 - DCEDC Expenditure - PIP Days Sponsorship

RESOLUTION NO. 2025-436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) EXPENDITURE OF $5,000.00 FOR A SPONSORSHIP FOR THE 2025 PROPERTY IMPROVEMENT PROGRAM (PIP) DAYS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Duncanville Community & Economic Development Corporation (DCEDC) Board of Directors has found and determined that the sponsorship will further the potential economic benefits that will accrue to the City are consistent with the City's economic development objectives; and

WHEREAS, With assistance from community volunteers, PIP Days are hosted twice per year to serve residents in need of assistance with repairs to the exterior of their homes, fence repairs, or yardwork; and

WHEREAS, The Property Improvement Program (PIP) provides necessary home improvement to the most vulnerable citizens of Duncanville.

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 approves Resolution 2025-436 authorizing a DCEDC expenditure of $5,000.00 for a sponsorship for the 2025 Property Improvement Program (PIP) Days.

SECTION 2. The City Council of the City of Duncanville, Texas directs the City Manager, or his designee, to execute all appropriate documents.

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 18th day of March, 2025.

APPROVED:

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Greg Contreras, Mayor

ATTEST:

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Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

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Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Seek City Council authorization for DCEDC expenditure of $7,500.00 for a sponsorship for the 2025 Dallas County Sheriff's Office and Duncanville Police Department Fire Truck Pull.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:
Being that all community requests for sponsorships, donations and contributions are presented to the DCEDC for approval, the Dallas County Sheriff's Office and Duncanville Police Department presented a sponsorship request to the DCEDC for the 2025 Fire Truck Pull. The Fire Truck Pull is a regional event recognized across all North Texas. They will be celebrating their 16th anniversary in 2025.

Participants and teams come from cities around Dallas County as well as neighboring counties. Event attendance averages 600-700 people, including families with children of all ages. This is a large attraction that brings visitors from across the region to the heart of Duncanville, at Armstrong Park.

Additionally, there are over 180 Duncanville Special Olympic Athletes that benefit from the money raised from this event, which improves quality of life for our city's special needs population. Special Olympics sets aside 10% of the money raised in the area so that local teams from this area can apply for Law Enforcement Torch Run Scholarships to help buy equipment and uniforms and cover the cost of travel and lodging for competitions. For example, if $50,000 is raised from the fire truck pull, there would be $5,000 in scholarship money available for the three different Duncanville Special Olympic groups (approx. 180 Duncanville SOTX athletes) who can apply for funds.

POLICY EXPLANATION:
The sponsorship request by the Dallas County Sheriff's Office and Duncanville Police Department was approved by the DCEDC on January 27, 2025, for an award totaling $7,500. City Council approval of this DCEDC expenditure is requested.

FUNDING SOURCE:

ORG and Object Number
12011000 (Economic Development Admin) - 700445 (Marketing)

Available Budget	Purchase Amount	After Encumber
$156,064.43	$7,500.00	$148,564.43

ACTION ALTERNATIVES:

1. Approve the DCEDC expenditure for the sponsorship award.
2. Do not approve the DCEDC expenditure for the sponsorship award.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-437 - DCEDC Expenditure - Fire Truck Pull Sponsorship

RESOLUTION NO. 2025-438

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) EXPENDITURE OF $7,500.00 FOR A SPONSORSHIP FOR THE 2025 DALLAS COUNTY SHERIFF'S OFFICE AND DUNCANVILLE POLICE DEPARTMENT FIRE TRUCK PULL; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Duncanville Community & Economic Development Corporation (DCEDC) Board of Directors has found and determined that the sponsorship will further the potential economic benefits that will accrue to the City are consistent with the City's economic development objectives; and

WHEREAS, The Fire Truck Pull is a regional event recognized across all North Texas, with event attendance averaging 600-700 people which includes families with children of all ages; and

WHEREAS, this large attraction brings visitors from across the region to the heart of Duncanville, at Armstrong Park; and

WHEREAS, there are over 180 Duncanville Special Olympic Athletes that benefit from the money raised from this event, which improves quality of life for our city's special needs population.

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 approves Resolution 2025-438 authorizing a DCEDC expenditure of $7,500.00 for a sponsorship for the 2025 Dallas County Sheriff's Office and Duncanville Police Department Fire Truck Pull.

SECTION 2. The City Council of the City of Duncanville, Texas directs the City Manager, or his designee, to execute all appropriate documents.

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 18th day of March, 2025.

APPROVED:

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Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

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Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Consider a Resolution awarding RFP 24-0021 for a three-month term contract for mowing, abatement, and landscaping services to Good Earth Corporation and Urban Landscape and Irrigation, with a total amount $402,549.72 over a 3-Month span with a $15,000 contingency not to exceed $417,549.72.

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

STAFF RESPONSIBLE:
Tyler Agee - Assistant Director of Parks and Recreation
Bart Stevenson - Director of Parks and Recreation

BACKGROUND/HISTORY:
The City of Duncanville has historically contracted for mowing, abatement, and landscaping services to maintain city parks, medians, facility grounds, lots, and rights-of-way. In past years, a single contractor was responsible for servicing all areas. However, due to increasing service demands and inefficiencies in fulfilling the city's needs, a new approach was taken for this year's contract.

For RFP 24-0021, the city opted to award multiple vendors to ensure the equitable distribution of funds and services, as well as to guarantee the fulfillment of services across all designated areas. The cost for these services has increased substantially, primarily due to rising labor costs, increased equipment maintenance expenses, and inflationary pressures on materials and fuel. Additionally, mowing cycles for athletic fields were increased to accommodate longer playing seasons and enhance turf health. The contract also includes additional Economic Development Corporation (EDC) lots, rights-of-way, and guardrails, further contributing to the cost increase. These factors necessitated a higher budget allocation to maintain the required level of service across all areas.

POLICY EXPLANATION:
RFP 24-0021 is a three-year contract beginning in FY25, with the option to renew in FY26 and FY27. The contract provides the necessary labor, equipment, and materials for citywide mowing and landscaping services, ensuring the maintenance of over 440 acres across various city properties. The scope of work includes, but is not limited to:

- Mowing services for parks, medians, rights-of-way, and city-owned properties
- Edging of sidewalks, curbs, and paved areas using string line trimmers or blade-type mechanical edgers
- Removal of yard waste using blowers
- Litter removal prior to mowing
- Protection of trees and shrubs from damage due to mowing and trimming equipment
- Specialty reel/contour mowing for all City of Duncanville athletic fields

These services ensure the upkeep of public spaces while maintaining safety and aesthetic standards. The contract also allows staff to manage work cycles and adjust services based on weather conditions. The growing season typically runs from March 1st through November 15th, necessitating a structured approach to maintenance.

Due to the increase in Mowing and Landscape Services Staff will begin these services with a 3 month contract in order to complete necessary budget adjustments to provide these services for the remainder of the fiscal year. This approach will also provide time for alternate means and methods of providing these services for the city.

After a competitive bidding process, staff recommends awarding contracts to the following vendors:

- Good Earth Corporation – Section A: Water Lots, Section C: Streets, Medians, Rights-of-Way, and Lots, Section E - EDC Vacant Lots & Property - ($221,339.00)
- Urban Landscape and Irrigation – Section B: Facility Buildings & Armstrong Park, Section D: Parks & Preserves ($181,210.72)
- $15,000 Contingency available to all contractors as needed for Sections F Abatement Services and Alternate Bid items for Landscape materials and Labor costs.

The term contract amount is $402,549.72 over a 3-month span with the $15,000 contingency to be allocated to Abatement Services and Landscape materials and Labor Costs at staff request. This approach ensures that the service remains consistent and uninterrupted while also improving efficiency.

Breakdown of Accounts for FY25:

- Parks and Recreation: Grounds Maintenance - 01044600-700661 | Available Budget: $394,460.15 | Purchase Amount: $372,044.72 | After Encumbered: $21,115.43
- 4B- Beautification: Grounds Maintenance - 12011800-700661 | Available Budget: $25,262.47 | Purchase Amount: $21,550.00 | After Encumbered: $3,712.47
- Fieldhouse: Contractual Services - 45601000-700450 | Available Budget: $57,476.56 | Purchase Amount: $6,500.00 | After Encumbered: $50,976.56
- Public Works Utilities: Grounds Maintenance - 02312000-700661 | Available Budget: $6,625.84 | Purchase Amount: $6,155.00 | After Encumbered: $470.84
- Public Works Streets Maintenance: Contractual Services - 01066200-700450 | Available Budget: $1,641,031.39 | Purchase Amount: $1,300.00 | After Encumbered: $1,639,731.39
- Neighborhood Services: Contractual Services - 01036500-700450 | Available Budget: $23,930.00 | Purchase Amount: $10,000 | After Encumbered: $13,930.00

FUNDING SOURCE:

ORG and Object Number
Parks and Recreation: Grounds Maintenance - 01044600-700661, 4B- Beautification: Grounds Maintenance - 12011800-700661, Fieldhouse : Contractual Services - 45601000-700450, Public Works Utilities: Grounds Maintenance - 02312000-700661, Public Works Streets Maintenance: Contractual Services - 01066200-700450

Available Budget	**Purchase Amount**	**After Encumber**
$2,148,786.41	$417,549.72	$1,731,236.69

ACTION ALTERNATIVES:

1. Approve RFP 24-0021 funding in the amount of **$417,549.72**, to perform the mowing, abatement, and landscaping services during the months of April - June FY25
2. Do not provide funding for mowing, abatement, and landscaping services
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-440 - RFP 24-0021 - City Wide Mowing and Landscape Services
Urban Landscaping & Irrigation Services Contract Final
Good Earth Mowing Landscaping Services Contract Final- Signed Contract
BAFO Good Earth Spreadsheet Final
Urban BAFO Spreadshet_final

RESOLUTION NO. 2025-440

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFP 24-0021 FOR MOWING, ABATEMENT, AND LANDSCAPING SERVICES TO GOOD EARTH CORPORATION AND URBAN LANDSCAPE AND IRRIGATION; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville has historically contracted mowing, abatement, and landscaping services to maintain city parks, medians, facility grounds, lots, and rights-of-way; and

WHEREAS, Due to increased service demands and inefficiencies in a single-vendor approach, the City determined that awarding multiple vendors would enhance service delivery and equitable fund distribution; and

WHEREAS, RFP 24-0021 was publicly advertised and competitively bid, with proposals received and evaluated based on qualifications, experience, pricing, and capacity to fulfill contract requirements; and

WHEREAS, After a comprehensive evaluation process, City staff recommends awarding contracts for mowing, abatement, and landscaping services to the following vendors:

- Good Earth Corporation – Section A: Water Lots, Section C: Streets, Medians, Rights-of-Way, and Lots, Section E - EDC Vacant Lots & Property ($221,339.00)
- Urban Landscape and Irrigation – Section B: Facility Buildings & Armstrong Park, Section D: Parks & Preserves ($181,210.72)
- A contingency fund of $15,000 is allocated to all contractors for Section F: Abatement Services and Alternate Bid items for landscape materials and labor costs as needed.

WHEREAS, The total cost for the three-month term contract shall not exceed $417,549.72, with funds allocated from the appropriate departmental budgets; and

WHEREAS, This contract ensures the timely maintenance of public spaces, enhances aesthetic standards, and allows for flexibility in service execution while addressing the growing need for infrastructure maintenance.

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

SECTION 1. That the City Council hereby awards RFP 24-0021 for mowing, abatement, and landscaping services to Good Earth Corporation, Urban Landscape and Irrigation, and Emerald Landscape, LLC, in an amount not to exceed $417,549.72, including contingency.

SECTION 2. That the City Manager is hereby authorized to execute all necessary documents and agreements related to RFP 24-0021 on behalf of the City of Duncanville.

SECTION 3. That this Resolution shall become effective immediately upon its passage and approval by the City Council at its March 18, 2025 meeting.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18 day of March, 2025.

APPROVED:

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Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Resolution No. 2025-440

THE CITY OF DUNCANVILLE
Services Contract
RFP 24-0021 Mowing, Abatement & Landscaping Services

This services agreement ("Contract") is made as of the Effective Date by and between:

V. L. & I, Inc.
dba Urban Landscaping and Irrigation
700 S. Dallas Ave.
Lancaster, TX 75146
(972) 227-9999
info@callurban.com

This **SERVICES AGREEMENT** ("Agreement") is made and entered into by and between **V. L. & I, Inc. dba Urban Landscaping and Irrigation,** hereinafter referred to as "CONTRACTOR," which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY," to be effective upon approval of the Duncanville City the Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform specific work and services outlined in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services," specified in said Scope of Services and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Services to be Provided

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, goods, and deliverables, as outlined in the "Scope of Services, Deliverables, and Schedule," "Scope," **Exhibit A** and incorporated herein. Exhibit A also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin upon the date mutually agreed to by the City and the **Contractor**. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract

The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue for a one (1) year period, with the option to extend the agreement for an additional four (4) one-year terms. The term(s) shall **automatically** be extended unless the agreement is terminated by either Party in accordance with Section 9 of this Agreement, as detailed in this Contract.

Section 3. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONTRACTOR make reasonable effort to provide such additional services at mutually agreed charges or rates, and within

the time schedule prescribed by CITY, and without decreasing the effectiveness of the performance of services required under this Contract.

B. To the extent it is reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work outlined in the Scope of Services, including the agreed-upon schedule.

Section 4. Invoices

A. The CONTRACTOR shall submit monthly invoices for work completed. Invoices shall be emailed to the City's Accounts Payable Department at accountspayable@duncanville.com, and a proforma copy will be sent to the City's designated project manager or departmental point of contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic funds transfer. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper invoices must include a unique invoice number, the purchase order or delivery order number, the master agreement number, if applicable, the department's name, and the name of the department's point of contact. Invoices shall be itemized. The CONTRACTOR's name, remittance address, and, if applicable, the tax identification number on the invoice must match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope but previously agreed to by the City with a written change order shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rates and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through all Subcontractors and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

Section 5. Payment

The total CONTRACTOR fee shall be specified in Exhibit A and **Section 5.** The total amount of the invoices on the project shall not exceed the contract amount of **One Million One Hundred Fifty Seven Thousand Two Hundred and Four and forty-four cents ($1,157,204.44)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule outlined in this Section, unless amended in writing by the City. All fees paid to the CONTRACTOR by the CITY shall be based on invoices submitted by the CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

CITY agrees to pay:

This agreement is an Indefinite Quantity Indefinite Delivery (IDIQ), and all orders shall be issued with an authorized City of Duncanville Purchase Order as a release to the Master Agreement. All payments shall be approved only after receipt and acceptance of the deliverables, and all Payments shall be in accordance with the pricing established in Exhibit A.

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

a. third-party claims, which are not covered by the insurance the CONTRACTOR must pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.

b. failure of the CONTRACTOR to pay Subcontractors for labor, materials, or

equipment; damage to the property of the CITY or the CITY's agents, employees, or CONTRACTORS, which is not covered by insurance required to be provided by the CONTRACTOR;

c. reasonable evidence that the CONTRACTOR's obligations will not be completed

within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

failure of the CONTRACTOR to submit proper invoices with all required attachments and supporting documentation or

d. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.

e. any sums owed to the CITY for any reason, including delinquent taxes.

Payments shall be made within 30 days of receipt of the invoice by the CITY unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate, except if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the skills and care ordinarily provided by similarly situated CONTRACTORS in the same or similar locality and under the same or similar circumstances and license, as applicable. The CONTRACTOR shall, without additional compensation, correct or revise any service errors or deficiencies.

B. Neither CITY's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract. CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided under this Contract properly, efficiently, and timely per CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractors, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractors, sub-subcontractors, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Agreement, provide CITY with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Agreement shall be submitted for approval by CITY. All instruments of service shall be sealed as may be applicable or required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents, and CONTRACTORS for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents, and CONTRACTORS.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel all existing contracts promptly insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon all goods or services being delivered to the CITY. Should CITY require a modification of this Contract with the CONTRACTOR, in the event CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR before such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person and not less than One Million Dollars for any (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any (1) occurrence and One Million Dollars ($1,000,000.00) aggregate.

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

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

And shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every renewal date of the required insurance policies, the CONTRACTOR shall issue a certificate of insurance and policy endorsements evidencing the required insurance herein and deliver them to the CITY. In addition, the CONTRACTOR shall, within ten (10) business days after the written request, provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any

amounts due to the CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

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

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non- performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all, appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

Section 12. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under the said Statutes in connection with employees of CONTRACTOR.

Section 13. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided, however, that no right or interest in the Contract shall be assigned, and the CONTRACTOR shall delegate no obligation without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person,

firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

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

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County, and Municipal laws, ordinances, regulations, safety orders, resolutions, and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract, and the venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The parties intend the Contract to be a final, complete, and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the parties' intent that all provisions be construed to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises from or relates to the Contract or the breach thereof, the parties agree to negotiate before prosecuting a suit for damages. However, this section does not prohibit filing a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior-level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If within thirty (30) calendar days after such a meeting, the parties have yet to succeed in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediators. Nothing in the Contract prevents the parties from relying on the skills of a person

trained in the dispute's subject matter or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging in the services of other CONTRACTORS, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed before termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by using its own forces or by resub letting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any CONTRACTOR invoices, orders, or other documents shall have any force or effect to change the contract's terms, covenants, and conditions.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

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

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

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

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

If to CONTRACTOR: *(See Page One for Contact Information)*

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2. **Transactions with an Abortion Provider or Affiliate**

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. **Prohibition against doing business with Foreign Terrorist Organizations**

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

4. **Discrimination Against Firearm & Ammunition Industries**

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

5. **Boycotting of Energy Companies**

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

6. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an

expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor,

executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization

and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form 1-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

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

Section 36. Public Information Act

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.

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

Section 38. Exhibits

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

Section 39. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work

The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. The cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the Chief Procurement Officer of the CITY of Duncanville in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to continue performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such an occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

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

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a

party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Agreement.

Section 52. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such a claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. Warranty Services

The Contractor warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Contractor. The City of Duncanville shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Agreement from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contractual agreement shall not be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of

Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

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

Section 55. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 57. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

Section 58. Compliance with the Copeland Anti-Kickback Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Section 59. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 60. SAM.gov Registration

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer. (**Exhibit F**)

Section 61. Historically Underutilized Business Requirements

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor: Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and the State of Texas Historically Underutilized Businesses Program.
- **If you need assistance, you can contact the local MBDA Center in the DFW Area or choose the one closest to your community. Please use the following link: https://www.mbda.gov/mbda-programs.**

Section 62. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any SUBCONTRACTORS in performance of this agreement, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written agreement between the CONTRACTOR and the subcontractor.

Section 63. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

Section 64. Conflicts of Language

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order

5. Proposal documents and CONTRACTOR terms and conditions

Section 65. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written contract of the parties.

(Signature Page on the following page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the _____ day of _____, 2025.

Owner:	Contractor:
THE CITY OF DUNCANVILLE	**V.L.&I, Inc.** **dba Urban Landscaping and Irrigation**
Signature:	Signature:
Douglas Finch	
Printed Name:	Printed Name:
City Manager	President
Title:	Title:
Date:	Date:

Exhibit A

City of Duncanville, Duncnville, TX

RFP 24-0021 – Mowing, Abatement & Landscaping Services

Due Date & Time September 26, 2024 @ 2:00 P.M.

Bidders Name & Address
V.L.&I, Inc
dba Urban Landsaping & Irrigation
Lancaster, TX

				Orginal Bid Price		BAFO Price	
	Alternate Bid Items Unit Pricing for Materials /Labor per Request	**Service Performed**	**Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	1 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ 34.95	N/A	**$ 34.95**	N/A
2	5 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ 86.50	N/A	**$ 86.50**	N/A
3	15 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ 192.50	N/A	**$ 192.50**	N/A
4	Flats, 4-inch annual color, installed including 90-day waranty	N/A	N/A	$ 37.50	N/A	**$ 37.50**	N/A
5	Six pack annual color, installed including 90-day waranty	N/A	N/A	$ 40.50	N/A	**$ 40.50**	N/A
6	Yard, Fine Hardwood Mulch, Installed	Per Cubic Yard	N/A	$ 75.00	N/A	**$ 100.00**	N/A
7	Man-hour landscape labor - Equipped	Hour	N/A	$ 55.00	N/A	**$ 55.00**	N/A
8	Square-foot landscape pavers, installed	Per Square Foot	N/A	$ 18.00	N/A	**$ 25.00**	N/A
9	Man-hour debris/trash can service, equipeped	Hour	N/A	$ 45.00	N/A	**$ 55.00**	N/A
10	10 lb. Bag Shredded Hardwood Mulch	Per Bag	N/A	$ 6.00	N/A	**$ 6.00**	N/A
	ALTERNATE BID ITEMS TOTAL			**$ 590.95**	**$ -**	**$ 632.95**	**$ -**
	SECTION A WATER LOTS/ PUMP STATIONS	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	110 S. Clark Rd	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
2	330 Shady Trail	Mowing Cycle	17	$ 230.00	$ 3,910.00	**$ 230.00**	$ 3,910.00
3	1110 N. Main St	Mowing Cycle	17	$ 184.00	$ 3,128.00	**$ 275.00**	$ 4,675.00
4	1835 Meadowcrest Dr.	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 150.00**	$ 2,550.00
5	1839 Straus Rd., Cedar Hill, TX	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 275.00**	$ 4,675.00
	SECTION A TOTAL			**$ 789.00**	**$ 13,413.00**	**$ 1,055.00**	**$ 17,935.00**
	SECTION B FACILITY BUILDINGS & ARMSTRONG PARK	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	100 E. Wheatland Rd. (Old Tax Office)	Mowing Cycle	31	$ 256.00	$ 7,936.00	**$ 256.00**	$ 7,936.00
2	City Hall Annex - 103 E. Wheatland Rd	Mowing Cycle	31	$ 246.00	$ 7,626.00	**$ 246.00**	$ 7,626.00
3	City Hall/Police Dept. - 203 E. Wheatland Rd.	Mowing Cycle	31	$ 276.00	$ 8,556.00	**$ 300.00**	$ 9,300.00
4	Duncanville Fieldhouse - 5100 S. Main St.	Mowing Cycle	31	$ 276.00	$ 8,556.00	**$ 500.00**	$ 15,500.00
5	Fire Station #1 - 308 W. Camp Wisdom Rd.	Mowing Cycle	31	$ 137.44	$ 4,260.64	**$ 137.44**	$ 4,260.64
6	Fire Station #2 - 1530 S. Main St.	Mowing Cycle	31	$ 240.00	$ 7,440.00	**$ 240.00**	$ 7,440.00
7	Parks & Rec Dept. Building 323 W. Camp Wisdom Rd.	Mowing Cycle	31	$ 190.00	$ 5,890.00	**$ 190.00**	$ 5,890.00
8	Library/Recreation Center - 201 James Collins Blvd.	Mowing Cycle	31	$ 368.00	$ 11,408.00	**$ 368.00**	$ 11,408.00
9	Municipal Service Center - 330 Shady Trail - (Irrigated)	Mowing Cycle	31	$ 368.00	$ 11,408.00	**$ 368.00**	$ 11,408.00
10	Municipal Service Center - 330 Shady Trail - (Non-Irrigated)	Mowing Cycle	17	$ 300.00	$ 5,100.00	**$ 175.00**	$ 2,975.00
11	Senior Center - 206 James Collins Blvd.	Mowing Cycle	31	$ 175.00	$ 5,425.00	**$ 300.00**	$ 9,300.00
	SECTION B TOTAL			**$ 2,832.44**	**$ 83,605.64**	**$ 3,080.44**	**$ 93,043.64**
	SECTION C STREETS, MEDIANS, ROWS, LOTS	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	115 - 259 N. Merrill Ave/E. Center St./E. Cherry St. (Railroad Flats)	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
2	223 Woodhaven	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
3	300 E. Hwy 67	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
4	305/307 E. Hwy 67	Mowing Cycle	17	$ 350.00	$ 5,950.00	**$ 150.00**	$ 2,550.00
5	425 E. Danieldale - Danieldale Plaza	Mowing Cycle	9	$ 188.20	$ 1,693.80	**$ 188.20**	$ 1,693.80
6	Alexander Dr.	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
7	Avenue C	Mowing Cycle	9	$ 225.00	$ 2,025.00	**$ 225.00**	$ 2,025.00
8	Avenue of Stars	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
9	Cambridge Circle	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
10	Camp Wisdom Road	Mowing Cycle	17	$ 920.00	$ 15,640.00	**$ 920.00**	$ 15,640.00
11	Casa Grande Place	Mowing Cycle	17	$ 336.00	$ 5,712.00	**$ 336.00**	$ 5,712.00
12	Cedar Hill Rd. - Sante Fe Trail to Danieldale Rd.	Mowing Cycle	9	$ 225.00	$ 2,025.00	**$ 225.00**	$ 2,025.00
13	Cedar Ridge Rd.	Mowing Cycle	17	$ 828.00	$ 14,076.00	**$ 828.00**	$ 14,076.00
14	Cockrell Hill Rd.	Mowing Cycle	17	$ 1,125.00	$ 19,125.00	**$ 1,300.00**	$ 22,100.00
15	Cockrell Hill Rd. - Avenue of Stars to Daniedale	Bed Maintenance	17	$ 1,100.00	$ 18,700.00	**$ 1,100.00**	$ 18,700.00
16	Danieldale Road	Mowing Cycle	17	$ 1,125.00	$ 19,125.00	**$ 1,300.00**	$ 22,100.00
17	Danieldale Rd. - Main St. to Cockrell Hill Rd.	Bed Maintenance	17	$ 700.00	$ 11,900.00	**$ 700.00**	$ 11,900.00
18	Downtown Medians - Center to Davis	Mowing Cycle	31	$ 296.00	$ 9,176.00	**$ 296.00**	$ 9,176.00
19	Dow Ross Blvd. - Southside 300,400, & 500 Blocks	Mowing Cycle	17	$ 126.00	$ 2,142.00	**$ 126.00**	$ 2,142.00
20	Duncanville Road	Mowing Cycle	17	$ 276.00	$ 4,692.00	**$ 276.00**	$ 4,692.00
21	E. Wintergreen Rd. (Medians) East & West of Main St.	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
22	Frank Kealer Blvd. - 600 Block to Escuela Dr.	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
23	Freeman St.	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
24	GaynorAve.	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
25	Greenbriar Lane	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
26	Highmore Dr.	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
27	Hill City Blvd.	Mowing Cycle	17	$ 460.00	$ 7,820.00	**$ 460.00**	$ 7,820.00
28	Hollywood Park Alleyway	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
29	Hustead St. Davis to Camp Wisdom	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
30	Hwy 67 Right-of-way - City Limit to City Limit	Bed Maintenance	17	$ 2,500.00	$ 42,500.00	**$ 2,500.00**	$ 42,500.00
31	Hwy 67 Right-of-way - City Limit to City Limit	Litter Cycle	17	$ 2,645.00	$ 44,965.00	**$ 2,645.00**	$ 44,965.00
32	Hwy 67 Right-of-way - City Limit to City Limit	Mowing Cycle	7	$ 9,918.75	$ 69,431.25	**$ 3,500.00**	$ 24,500.00
33	Hwy 67 Right-of-way - City Limit to City Limit	Trimming Cycle	4	$ 4,000.00	$ 16,000.00	**$ 4,000.00**	$ 16,000.00

34	Instate Highway 20 Frontage Rd.	Mowing Cycle	9	$ 1,472.00	$ 13,248.00	**$ 1,472.00**	$ 13,248.00
35	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Bed Maintenance	17	$ 4,289.00	$ 72,913.00	**$ 4,289.00**	$ 72,913.00
36	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Litter Cycle	17	$ 2,645.00	$ 44,965.00	**$ 2,645.00**	$ 44,965.00
37	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	7	$ 9,918.75	$ 69,431.25	**$ 4,000.00**	$ 28,000.00
38	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Trimming Cycle	4	$ 3,967.50	$ 15,870.00	**$ 3,967.50**	$ 15,870.00
39	Interstate Highway 20 Right-of-Way and Cedar Ridge Road	Bed Maintenance	17	$ 2,200.00	$ 37,400.00	**$ 2,200.00**	$ 37,400.00
40	James Collins Blvd. - (Mow and Trim Jasmine)	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
41	Jellison Blvd. - (Northside of Link Dr. to Duncanville Rd.)	Mowing Cycle	17	$ 215.00	$ 3,655.00	**$ 215.00**	$ 3,655.00
42	Keywe Place Circle	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
43	N. Main St.	Mowing Cycle	17	$ 460.00	$ 7,820.00	**$ 460.00**	$ 7,820.00
44	Oriole Blvd.	Mowing Cycle	17	$ 276.00	$ 4,692.00	**$ 276.00**	$ 4,692.00
45	Parkview Dr. - (Circle of Undeveloped ROW East & West of the Creek)	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
46	Peach St. - (eastside of drain area)	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
47	Railroad Park - (N. Main St. both sides of track from Camp Wisdom to I-20)	Mowing Cycle	31	$ 880.00	$ 27,280.00	**$ 880.00**	$ 27,280.00
48	Railroad ROW - (from Danieldale to Camp Wisdom)	Mowing Cycle	9	$ 1,472.00	$ 13,248.00	**$ 1,472.00**	$ 13,248.00
49	Round Top Blvd. - (Northside 600 to 700 blocks)	Mowing Cycle	9	$ 276.00	$ 2,484.00	**$ 276.00**	$ 2,484.00
50	S. Main St.	Mowing Cycle	17	$ 184.00	$ 3,128.00	**$ 184.00**	$ 3,128.00
51	Sante Fe Trail	Mowing Cycle	17	$ 736.00	$ 12,512.00	**$ 736.00**	$ 12,512.00
52	Sigler Ave. - (undeveloped ROW at Avenue C)	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
53	Thrush Ave. - (southside 300 block)	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
54	W. Wintergreen Rd. - Main St. to Hwy 67	Mowing Cycle	17	$ 184.00	$ 3,128.00	**$ 184.00**	$ 3,128.00
55	Walnut Circle	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
56	Wheatland Rd.	Mowing Cycle	17	$ 1,104.00	$ 18,768.00	**$ 1,104.00**	$ 18,768.00
57	Willow Wood Place	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
58	Guardrail - 707 Jellison Blvd.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
59	Guardrail - 422 N. Casa Grande Circle	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
60	*Guardrail - 1100 S. Clark Rd.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
61	*Guardrail - Joe Wilson & Snte Fe Trail*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
62	*Guardrail - 800 Cliffcrest Dr.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
63	*Bridge (2) - 100 & 200 E. Little Street*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
64	*Bridge (2) - 126 E. Jewel Lane*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
65	*Type III Barricade - 900 Eisenhower Dr.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
66	*Type III Barricade - 1163 Cedar Run Dr.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
67	*Bridge/Guardrail - 1802 S. Cockrell Rd.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
68	*Bridge/Guardrail - 1700 S. Cockrell Rd.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
69	*Guardrail - 1703 Rd.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
70	*Guardrail - 1507 Ferguson Rd.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
	SECTION C TOTAL			**$ 66,073.20**	**$ 726,090.30**	**$ 49,660.70**	**$ 629,602.80**
	SECTION D PARKS & PRESERVES	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	805 W. Wheatland Rd. (Future Dog Park)	Special Mowing Cycle	21	$ 286.50	$ 4,870.50	**$ 286.50**	$ 6,016.50
2	Alexander Park - 715 S. Alexander Dr. (Athletic Fields)	Special Mowing Cycle	76	$ 215.00	$ 16,340.00	**$ 215.00**	$ 16,340.00
3	Alexander Park - 715 S. Alexander Dr. (Less Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 450.00	$ 9,450.00	**$ 450.00**	$ 9,450.00
3	Armstrong Park - 100 James Collins Blvd.	Mowing Cycle	31	$ 875.00	$ 27,125.00	**$ 1,000.00**	$ 31,000.00
4	Chris Paris Park - 1300 Caravan Trail	Mowing Cycle	21	$ 215.00	$ 4,515.00	**$ 215.00**	$ 4,515.00

5	Harrington Park - 1815 S. Cockrell Hill Rd. (Athletic Fields)	Special Mowing Cycle	76	$ 1,000.00	$ 76,000.00	**$ 1,000.00**	$ 76,000.00
6	Harrington Park - 1815 S. Cockrell Hill Rd. (Less Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 450.00	$ 9,450.00	**$ 1,300.00**	$ 27,300.00
7	Ladd Nature Preserve - 500 -700 block of Danieldale Rd.	Preserve	1	$ 4,200.00	$ 4,200.00	**$ 2,200.00**	$ 2,200.00
8	Lakeside Park - 515 Hill City Dr. (Athletic Fields)	Special Mowing Cycle	76	$ 240.00	$ 18,240.00	**$ 240.00**	$ 18,240.00
9	Lakeside Park - 515 Hill City Dr. (less Athletic Fields - Common Area)	Mowing Cycle	21	$ 875.00	$ 18,375.00	**$ 875.00**	$ 18,375.00
10	Lions Park - 1000 S. Peach St. (Athletic Fields)	Special Mowing Cycle	76	$ 215.00	$ 16,340.00	**$ 215.00**	$ 16,340.00
11	Lions Park - 1000 S. Peach St. (Less Athletic Fields - Common Areas)	Mowing Cycle	21	$ 875.00	$ 18,375.00	**$ 875.00**	$ 18,375.00
12	Little Shenandoah Park - 515 Limetree Ln.	Mowing Cycle	21	$ 215.00	$ 4,515.00	**$ 215.00**	$ 4,515.00
13	Memorial Park - 101 N. Main St.	Mowing Cycle	31	$ 215.00	$ 6,665.00	**$ 215.00**	$ 6,665.00
14	Nichols Park - 1601 S. Cockrell Hill Rd. (6 feet Strip Around the Perimeter of the Park)	Mowing Cycle	21	$ 215.00	$ 4,515.00	**$ 215.00**	$ 4,515.00
15	Oriole Park - 515 Oriole Blvd. (6 feet Strip Around the Perimeter of the Park)	Mowing Cycle	21	$ 215.00	$ 4,515.00	**$ 215.00**	$ 4,515.00
16	Penn Springs Park - 1502 Penn Springs Dr.	Mowing Cycle	21	$ 215.00	$ 4,515.00	**$ 215.00**	$ 4,515.00
17	Pyburn Park - 915 Astaire Ave.	Mowing Cycle	31	$ 215.00	$ 6,665.00	**$ 305.00**	$ 9,455.00
18	Quail Run Park - 325 N. Greenstone Ln.	Mowing Cycle	17	$ 500.00	$ 8,500.00	**$ 225.00**	$ 3,825.00
19	Red Bird Park -104 W. Red Bird Ln. (Back Portion Behind Restrooms)	Mowing Cycle	21	$ 450.00	$ 9,450.00	**$ 450.00**	$ 9,450.00
20	Red Bird Park - 104 W. Red Bird Ln (Front portion)	Mowing Cycle	31	$ 215.00	$ 6,665.00	**$ 215.00**	$ 6,665.00
21	Rotary Park - 301 S. Venice Dr.	Mowing Cycle	21	$ 365.00	$ 7,665.00	**$ 365.00**	$ 7,665.00
23	Waterview Park - 5100 Whitecliff Dr.	Mowing Cycle	21	$ 1,515.00	$ 31,815.00	**$ 375.00**	$ 7,875.00
24	Willow Run Park - 1325 Oak Run Dr.	Mowing Cycle	21	$ 520.00	$ 10,920.00	**$ 375.00**	$ 7,875.00
	SECTION D TOTAL			**$ 14,751.50**	**$ 329,685.50**	**$ 12,256.50**	**$ 321,686.50**
	SECTION E EDC VACANT LOTS & PROPERY	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	4 Belmot	Mowing Cycle	21	$ 125.00	$ 2,625.00	**$ 125.00**	$ 2,625.00
2	730 E. I-20	Mowing Cycle	21	$ 469.00	$ 9,849.00	**$ 175.00**	$ 3,675.00
3	275 E. US Hwy 275	Mowing Cycle	21	$ 2,100.00	$ 44,100.00	**$ 150.00**	$ 3,150.00
4	727 S. Cockrell Hill Rd.	Mowing Cycle	21	$ 86.09	$ 1,807.89	**$ 125.00**	$ 2,625.00
5	1730 S. Main St.	Mowing Cycle	21	$ 183.80	$ 3,859.80	**$ 225.00**	$ 4,725.00
6	302 S. Venice Dr.	Mowing Cycle	21	$ 304.30	$ 6,390.30	**$ 450.00**	$ 9,450.00
7	371 Softwood Dr.	Mowing Cycle	21	$ 125.00	$ 2,625.00	**$ 60.00**	$ 1,260.00
8	367 Softwood Dr.	Mowing Cycle	21	$ 125.00	$ 2,625.00	**$ 60.00**	$ 1,260.00
9	306 W. Camp Wisdom Rd.	Mowing Cycle	21	$ 125.00	$ 2,625.00	**$ 275.00**	$ 5,775.00
10	609 W. Daneldale	Mowing Cycle	21	$ 4,241.90	$ 89,079.90	**$ 2,200.00**	$ 46,200.00
11	403 W. Danieldale	Mowing Cycle	21	$ 80.00	$ 1,680.00	**$ 125.00**	$ 2,625.00
12	110 W. Magnolia Ln.	Mowing Cycle	21	$ 80.00	$ 1,680.00	**$ 125.00**	$ 2,625.00
13	805 W. Wheatland R.	Mowing Cycle	21	$ 286.50	$ 6,016.50	**$ 286.50**	$ 6,016.50
14	200 Center Street (Landscape around Building)	Mowing Cycle	9			**$ 325.00**	$ 2,925.00
	SECTION E TOTALS			**$ 8,331.59**	**$ 174,963.39**	**$ 4,706.50**	**$ 94,936.50**
	SECTION F NEIGHBOR HOOD SERVICES	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	Small Residential Lot (15,000 sq. ft. or less)	Debris Abatement/ Mowing	As Needed		N/A	**$ 100.00**	N/A
2	Medium Residential Lot (15,000-30,000 sq. ft.)	Debris Abatement/ Mowing	As Needed		N/A	**$ 150.00**	N/A
3	Large Residential Lot)) (30,000 – 40,000 sq ft.)	Debris Abatement/ Mowing	As Needed		N/A	**$ 200.00**	N/A
4	Lot Size not Otherwise Defined	As Needed	N/A	(Price will be negotiated with the awrded vendor)		(Price will be negotiated with the awrded vendor)	
5	Clean up of Brush/ Debris Removal	As Needed	N/A	(Price will be negotiated with the awrded vendor)		(Price will be negotiated with the awrded vendor)	
6	Hauling (Removal) of Oversized Items	As Needed	N/A	(Price will be negotiated with the awrded vendor)		(Price will be negotiated with the awrded vendor)	
	NEIGHBOR HOOD SERVICES TOTALS			**$ -**	**$ -**	**$ 450.00**	**$ -**

	Alternate Bid Items Unit Pricing for Materials /Labor per Request		$ 590.95	$ -	$ 632.95	$ -
	WATER LOTS/ PUMP STATIONS (SECTION A)		$ 789.00	$ 13,413.00	$ 1,055.00	$ 17,935.00
	FACILITY BUILDINGS & ARMSTRONG PARK (SECTION B)		$ 2,832.44	$ 83,605.64	$ 3,080.44	$ 93,043.64
	STREETS, MEDIANS, ROWS, LOTS (SECTION C)		$ 66,073.20	$ 726,090.30	$ 49,660.70	$ 629,602.80
	PARKS & PRESERVES (SECTION D)		$ 14,751.50	$ 329,685.50	$ 12,256.50	$ 321,686.50
	EDC VACANT LOTS & PROPERTY(SECTION E)		$ 14,751.50	$ 174,963.39	$ 12,256.50	$ 94,936.50
	NEIGHBOR HOOD SERVICES TOTAL (SECTION F)		$ -	$ -	$ 450.00	$ -
	Bid Total		$ 99,788.59	$ 1,327,757.83	$ 79,392.09	$ 1,157,204.44

Exhibit B – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So, any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.

2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.

3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**

4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**

5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.

6. Describe any other affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.

7. **Signature box. Date and sign the form. A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.**

Duncanville
City of Champions

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____

Signature of vendor doing business with the governmental entity | Date

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____(Person name), the undersigned

representative of _(Company or Business name)_____

_____

_____(hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit E– Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subCONTRACTORS who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____ _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 20___, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit E.1 – Subcontractor to Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the _____, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

_____ _____
Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____, 20___, in_____(city), _____ (state).

_____ _____
BY: Subcontractor Authorized Officer or Agent Date

_____
Printed Name and Title of Authorized Officer or Agent

Exhibit F – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Exhibit G – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

Exhibit H – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Printed Name and Title of Contractor's Authorized Official

_____
Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Sub awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFQ-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(a) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: _____Prime _____Sub awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

THE CITY OF DUNCANVILLE
Services Contract
RFP 24-0021 Mowing, Abatement & Landscaping Services

This services agreement ("Contract") is made as of the Effective Date by and between:

Good Earth Corporation
7922 Forney Road
Dallas, Texas 75227
(214) 381-5899 ext. 212
wrapp@goodearth-inc.com

This **SERVICES AGREEMENT** ("Agreement") is made and entered into by and between **Good Earth Corporation,** hereinafter referred to as "CONTRACTOR," which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY," to be effective upon approval of the Duncanville City the Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform specific work and services outlined in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services," specified in said Scope of Services and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Services to be Provided

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, goods, and deliverables, as outlined in the "Scope of Services, Deliverables, and Schedule," "Scope," **Exhibit A** and incorporated herein. Exhibit A also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin upon the date mutually agreed to by the City and the **Contractor**. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract

The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue for a one (1) year period, with the option to extend the agreement for an additional four (4) one-year terms. The term(s) shall **automatically** be extended unless the agreement is terminated by either Party in accordance with Section 9 of this Agreement, as detailed in this Contract.

Section 3. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONTRACTOR make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY, and without decreasing the effectiveness of the

performance of services required under this Contract.

B. To the extent it is reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work outlined in the Scope of Services, including the agreed-upon schedule.

Section 4. Invoices

A. The CONTRACTOR shall submit monthly invoices for work completed. Invoices shall be emailed to the City's Accounts Payable Department at accountspayable@duncanville.com, and a proforma copy will be sent to the City's designated project manager or departmental point of contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic funds transfer. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper invoices must include a unique invoice number, the purchase order or delivery order number, the master agreement number, if applicable, the department's name, and the name of the department's point of contact. Invoices shall be itemized. The CONTRACTOR's name, remittance address, and, if applicable, the tax identification number on the invoice must match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope but previously agreed to by the City with a written change order shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rates and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through all Subcontractors and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

Section 5. Payment

The total CONTRACTOR fee shall be specified in Exhibit A and **Section 5.** The total amount of the invoices on the project shall not exceed the contract amount of **One Million One Hundred Thousand Nine Hundred and Two dollars and no cents ($1,100,902.00)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule outlined in this Section, unless amended in writing by the City. All fees paid to the CONTRACTOR by the CITY shall be based on invoices submitted by the CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

CITY agrees to pay:

This agreement is an Indefinite Quantity Indefinite Delivery (IDIQ), and all orders shall be issued with an authorized City of Duncanville Purchase Order as a release to the Master Agreement. All payments shall be approved only after receipt and acceptance of the deliverables, and all Payments shall be in accordance with the pricing established in Exhibit A.

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

a. third-party claims, which are not covered by the insurance the CONTRACTOR must pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.

b. failure of the CONTRACTOR to pay SubCONTRACTORS for labor, materials, or

equipment; damage to the property of the CITY or the CITY's agents, employees, or CONTRACTORS, which is not covered by insurance required to be provided by the CONTRACTOR;

c. reasonable evidence that the CONTRACTOR's obligations will not be completed

within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

failure of the CONTRACTOR to submit proper invoices with all required attachments and supporting documentation or

d. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.

e. any sums owed to the CITY for any reason, including delinquent taxes.

Payments shall be made within 30 days of receipt of the invoice by the CITY unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate, except if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the skills and care ordinarily provided by similarly situated CONTRACTORS in the same or similar locality and under the same or similar circumstances and license, as applicable. The CONTRACTOR shall, without additional compensation, correct or revise any service errors or deficiencies.

B. Neither CITY's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract. CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided under this Contract properly, efficiently, and timely per CITY's requirements. As time is of the essence of this Contract, such services shall be

completed in a timely manner after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractors, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractors, sub-subcontractors, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Agreement, provide CITY with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Agreement shall be submitted for approval by CITY. All instruments of service shall be sealed as may be applicable or required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents, and CONTRACTORS for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such

responsibility by CITY for any defect in the designs, working drawings, and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents, and CONTRACTORS.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel all existing contracts promptly insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon all goods or services being delivered to the CITY. Should CITY require a modification of this Contract with the CONTRACTOR, in the event CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR before such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person and not less than One Million Dollars for any (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any (1) occurrence and One Million Dollars ($1,000,000.00) aggregate.

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

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

And shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every renewal date of the required insurance policies, the CONTRACTOR shall issue a certificate of insurance and policy endorsements evidencing the required insurance herein and deliver them to the CITY. In addition, the CONTRACTOR shall, within ten (10) business days after the written request, provide the CITY with certificates of

insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to the CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

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

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non- performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all, appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

Section 12. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under the said Statutes in connection with employees of CONTRACTOR.

Section 13. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided, however, that no right or interest in the Contract shall be assigned and the CONTRACTOR shall delegate no obligation without the prior written consent of the

CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

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

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County, and Municipal laws, ordinances, regulations, safety orders, resolutions, and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract, and the venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The parties intend the Contract to be a final, complete, and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the parties' intent that all provisions be construed to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises from or relates to the Contract or the breach thereof, the parties agree to negotiate before prosecuting a suit for damages. However, this section does not prohibit filing a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior-level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If within thirty (30) calendar days after such a meeting, the parties have yet to succeed in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act

in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediators. Nothing in the Contract prevents the parties from relying on the skills of a person trained in the dispute's subject matter or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging in the services of other CONTRACTORS, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed before termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by using its own forces or by resub letting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any CONTRACTOR invoices, orders, or other documents shall have any force or effect to change the contract's terms, covenants, and conditions.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

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

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

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

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

If to CONTRACTOR: *(See Page One for Contact Information)*

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2. **Transactions with an Abortion Provider or Affiliate**

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. **Prohibition against doing business with Foreign Terrorist Organizations**

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

4. **Discrimination Against Firearm & Ammunition Industries**

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

5. **Boycotting of Energy Companies**

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

6. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an

expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor,

executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization

and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form 1-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

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

Section 36. Public Information Act

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.

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

Section 38. Exhibits

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

Section 39. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work

The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. The cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the Chief Procurement Officer of the CITY of Duncanville in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to continue performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such an occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

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

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a

party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Agreement.

Section 52. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such a claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. Warranty Services

The Contractor warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Contractor. The City of Duncanville shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Agreement from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contractual agreement shall not be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of

Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

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

Section 55. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 57. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

Section 58. Compliance with the Copeland Anti-Kickback Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Section 59. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 60. SAM.gov Registration

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer. (**Exhibit F**)

Section 61. Historically Underutilized Business Requirements

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor: Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and the State of Texas Historically Underutilized Businesses Program.
- **If you need assistance, you can contact the local MBDA Center in the DFW Area or choose the one closest to your community. Please use the following link: https://www.mbda.gov/mbda-programs.**

Section 62. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any SUBCONTRACTORS in performance of this agreement, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written agreement between the CONTRACTOR and the subcontractor.

Section 63. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

Section 64. Conflicts of Language

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order

5. Proposal documents and CONTRACTOR terms and conditions

Section 65. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written contract of the parties.

(Signature Page on the following page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the 14th day of February, 2025.

Owner:	Contractor:
THE CITY OF DUNCANVILLE	**Good Earth Corporation**
Signature:	Signature:
Douglas Finch	Kevin Points
Printed Name:	Printed Name:
City Manager	VP President/COO
Title:	Title:
	2/14/2025
Date:	Date:

City of Duncanville, Duncnville, TX

RFP 24-0021 – Mowing, Abatement & Landscaping Services

Due Date & Time September 26, 2024 @ 2:00 P.M.

Bidders Name & Address
Good Earth Corp.
Dallas, TX

	Alternate Bid Items Unit Pricing for Materials /Labor per Request	Service Performed	Annual	Orginal Bid Price Cycle Price	Orginal Bid Price Annual Price	BAFO Price Cycle Price	BAFO Price Annual Price
1	1 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ -	N/A		N/A
2	5 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ -	N/A		N/A
3	15 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ -	N/A		N/A
4	Flats, 4-inch annual color, installed including 90-day waranty	N/A	N/A	$ -	N/A		N/A
5	Six pack annual color, installed including 90-day waranty	N/A	N/A	$ -	N/A		N/A
6	Yard, Fine Hardwood Mulch, Installed	Per Cubic Yard	N/A	$ -	N/A		N/A
7	Man-hour landscape labor - Equipped	Hour	N/A	$ -	N/A		N/A
8	Square-foot landscape pavers, installed	Per Square Foot	N/A	$ -	N/A		N/A
9	Man-hour debris/trash can service, equipeped	Hour	N/A	$ -	N/A		N/A
10	10 lb. Bag Shredded Hardwood Mulch	Per Bag	N/A	$ -	N/A		N/A
	ALTERNATE BID ITEMS TOTAL			$ -	$ -	$ -	$ -
	SECTION A WATER LOTS/ PUMP STATIONS	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	110 S. Clark Rd	Mowing Cycle	17	$ 97.00	$ 1,649.00	$ 97.00	$ 1,649.00
2	330 Shady Trail	Mowing Cycle	17	$ 324.00	$ 5,508.00	$ 324.00	$ 5,508.00
3	1110 N. Main St	Mowing Cycle	17	$ 324.00	$ 5,508.00	$ 324.00	$ 5,508.00
4	1835 Meadowcrest Dr.	Mowing Cycle	17	$ 162.00	$ 2,754.00	$ 162.00	$ 2,754.00
5	1839 Straus Rd., Cedar Hill, TX	Mowing Cycle	17	$ 324.00	$ 5,508.00	$ 324.00	$ 5,508.00
	SECTION A TOTAL			$ 1,231.00	$ 20,927.00	$ 1,231.00	$ 20,927.00
	SECTION B FACILITY BUILDINGS & ARMSTRONG PARK	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	100 E. Wheatland Rd. (Old Tax Office)	Mowing Cycle	31	$ 155.00	$ 4,805.00	$ 155.00	$ 4,805.00
2	City Hall Annex - 103 E. Wheatland Rd	Mowing Cycle	31	$ 155.00	$ 4,805.00	$ 155.00	$ 4,805.00
3	City Hall/Police Dept. - 203 E. Wheatland Rd.	Mowing Cycle	31	$ 311.00	$ 9,641.00	$ 311.00	$ 9,641.00
4	Duncanville Fieldhouse - 5100 S. Main St.	Mowing Cycle	31	$ 518.00	$ 16,058.00	$ 518.00	$ 16,058.00
5	Fire Station #1 - 308 W. Camp Wisdom Rd.	Mowing Cycle	31	$ 155.00	$ 4,805.00	$ 155.00	$ 4,805.00
6	Fire Station #2 - 1530 S. Main St.	Mowing Cycle	31	$ 311.00	$ 9,641.00	$ 311.00	$ 9,641.00
7	Parks & Rec Dept. Building 323 W. Camp Wisdom Rd.	Mowing Cycle	31		$ -	$ 238.00	$ 7,378.00
8	Library/Recreation Center - 201 James Collins Blvd.	Mowing Cycle	31	$ 414.00	$ 12,834.00	$ 414.00	$ 12,834.00
9	Municipal Service Center - 330 Shady Trail - (Irrigated)	Mowing Cycle	31	$ 311.00	$ 9,641.00	$ 311.00	$ 9,641.00
10	Municipal Service Center - 330 Shady Trail - (Non-Irrigated)	Mowing Cycle	17	$ 155.00	$ 2,635.00	$ 155.00	$ 2,635.00
11	Senior Center - 206 James Collins Blvd.	Mowing Cycle	31	$ 600.00	$ 18,600.00	$ 600.00	$ 18,600.00
	SECTION B TOTAL			$ 3,085.00	$ 93,465.00	$ 3,323.00	$ 100,843.00
	SECTION C STREETS, MEDIANS, ROWS, LOTS	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	115 - 259 N. Merrill Ave/E. Center St./E. Cherry St. (Railroad Flats)	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
2	223 Woodhaven	Mowing Cycle	9	$ 68.00	$ 612.00	$ 68.00	$ 612.00
3	300 E. Hwy 67	Mowing Cycle	17	$ 282.00	$ 4,794.00	$ 282.00	$ 4,794.00
4	305/307 E. Hwy 67	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
5	425 E. Danieldale - Danieldale Plaza	Mowing Cycle	9	$ 68.00	$ 612.00	$ 68.00	$ 612.00
6	Alexander Dr.	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
7	Avenue C	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
8	Avenue of Stars	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
9	Cambridge Circle	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
10	Camp Wisdom Road	Mowing Cycle	17	$ 855.00	$ 14,535.00	$ 1,125.00	$ 19,125.00
11	Casa Grande Place	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
12	Cedar Hill Rd. - Sante Fe Trail to Danieldale Rd.	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
13	Cedar Ridge Rd.	Mowing Cycle	17	$ 1,013.00	$ 17,221.00	$ 1,013.00	$ 17,221.00
14	Cockrell Hill Rd.	Mowing Cycle	17	$ 1,350.00	$ 22,950.00	$ 1,350.00	$ 22,950.00
15	Cockrell Hill Rd. - Avenue of Stars to Daniedale	Bed Maintenance	17	$ -	$ -	$ 1,000.00	$ 17,000.00
16	Danieldale Road	Mowing Cycle	17	$ 1,350.00	$ 22,950.00	$ 1,350.00	$ 22,950.00
17	Danieldale Rd. - Main St. to Cockrell Hill Rd.	Bed Maintenance	17	$ -	$ -	$ 2,200.00	$ 37,400.00
18	Downtown Medians - Center to Davis	Mowing Cycle	31	$ 169.00	$ 5,239.00	$ 169.00	$ 5,239.00
19	Dow Ross Blvd. - Southside 300,400, & 500 Blocks	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
20	Duncanville Road	Mowing Cycle	17	$ 338.00	$ 5,746.00	$ 338.00	$ 5,746.00
21	E. Wintergreen Rd. (Medians) East & West of Main St.	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
22	Frank Kealer Blvd. - 600 Block to Escuela Dr.	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
23	Freeman St.	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00
24	GaynorAve.	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
25	Greenbriar Lane	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
26	Highmore Dr.	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
27	Hill City Blvd.	Mowing Cycle	17	$ 428.00	$ 7,276.00	$ 563.00	$ 9,571.00
28	Hollywood Park Alleyway	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
29	Hustead St. Davis to Camp Wisdom	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00
30	Hwy 67 Right-of-way - City Limit to City Limit	Bed Maintenance	17	$ 307.00	$ 5,219.00	$ 307.00	$ 5,219.00
31	Hwy 67 Right-of-way - City Limit to City Limit	Litter Cycle	17	$ 560.00	$ 9,520.00	$ 560.00	$ 9,520.00
32	Hwy 67 Right-of-way - City Limit to City Limit	Mowing Cycle	7	$ 2,100.00	$ 14,700.00	$ 2,100.00	$ 14,700.00
33	Hwy 67 Right-of-way - City Limit to City Limit	Trimming Cycle	4	$ 840.00	$ 3,360.00	$ 840.00	$ 3,360.00
34	Instate Highway 20 Frontage Rd.	Mowing Cycle	9	$ 1,600.00	$ 14,400.00	$ 1,600.00	$ 14,400.00
35	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Bed Maintenance	17	$ 1,575.00	$ 26,775.00	$ 1,575.00	$ 26,775.00
36	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Litter Cycle	17	$ 2,875.00	$ 48,875.00	$ 2,875.00	$ 48,875.00
37	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	7	$ 10,782.00	$ 75,474.00	$ 10,782.00	$ 75,474.00
38	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Trimming Cycle	4	$ 4,313.00	$ 17,252.00	$ 4,313.00	$ 17,252.00
39	Interstate Highway 20 Right-of-Way and Cedar Ridge Road	Bed Maintenance	17	$ 800.00	$ 13,600.00	$ 800.00	$ 13,600.00
40	James Collins Blvd. - (Mow and Trim Jasmine)	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00
41	Jellison Blvd. - (Northside of Link Dr. to Duncanville Rd.)	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00
42	Keywe Place Circle	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
43	N. Main St.	Mowing Cycle	17	$ 563.00	$ 9,571.00	$ 563.00	$ 9,571.00
44	Oriole Blvd.	Mowing Cycle	17	$ 338.00	$ 5,746.00	$ 338.00	$ 5,746.00
45	Parkview Dr. - (Circle of Undeveloped ROW East & West of the Creek)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
46	Peach St. - (eastside of drain area)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
47	Railroad Park - (N. Main St. both sides of track from Camp Wisdom to I-20)	Mowing Cycle	31	$ 225.00	$ 6,975.00	$ 225.00	$ 6,975.00
48	Railroad ROW - (from Danieldale to Camp Wisdom)	Mowing Cycle	9	$ 1,800.00	$ 16,200.00	$ 1,800.00	$ 16,200.00
49	Round Top Blvd. - (Northside 600 to 700 blocks)	Mowing Cycle	9	$ 338.00	$ 3,042.00	$ 338.00	$ 3,042.00
50	S. Main St.	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00
51	Sante Fe Trail	Mowing Cycle	17	$ 900.00	$ 15,300.00	$ 900.00	$ 15,300.00

52	Sigler Ave. - (undeveloped ROW at Avenue C)	Mowing Cycle	9	$ 113.00	$ 1,017.00	**$ 113.00**	$ 1,017.00
53	Thrush Ave. - (southside 300 block)	Mowing Cycle	9	$ 113.00	$ 1,017.00	**$ 113.00**	$ 1,017.00
54	W. Wintergreen Rd. - Main St. to Hwy 67	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
55	Walnut Circle	Mowing Cycle	17	$ 113.00	$ 1,921.00	**$ 113.00**	$ 1,921.00
56	Wheatland Rd.	Mowing Cycle	17	$ 1,350.00	$ 22,950.00	**$ 1,350.00**	$ 22,950.00
57	Willow Wood Place	Mowing Cycle	17	$ 113.00	$ 1,921.00	**$ 113.00**	$ 1,921.00
58	Guardrail - 707 Jellison Blvd.	Chemical Application & Trimming	3	$ -	$ -	**$ 50.00**	$ 150.00
59	Guardrail - 422 N. Casa Grande Circle	Chemical Application & Trimming	3	$ -	$ -	**$ 50.00**	$ 150.00
60	*Guardrail - 1100 S. Clark Rd.*	Chemical Application & Trimming	*3*	$ -	$ -	**$ 50.00**	$ 150.00
61	*Guardrail - Joe Wilson & Snte Fe Trail*	Chemical Application & Trimming	*3*	$ -	$ -	**$ 50.00**	$ 150.00
62	*Guardrail - 800 Cliffcrest Dr.*	Chemical Application & Trimming	*3*	$ -	$ -	**$ 50.00**	$ 150.00
63	*Bridge (2) - 100 & 200 E. Little Street*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
64	*Bridge (2) - 126 E. Jewel Lane*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
65	*Type III Barricade - 900 Eisenhower Dr.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
66	*Type III Barricade - 1163 Cedar Run Dr.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
67	*Bridge/Guardrail - 1802 S. Cockrell Rd.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
68	*Bridge/Guardrail - 1700 S. Cockrell Rd.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
69	*Guardrail - 1703 Rd.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
70	*Guardrail - 1507 Ferguson Rd.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
	SECTION C TOTAL			**$ 41,423.00**	**$ 469,170.00**	**$ 45,278.00**	**$ 531,205.00**
	SECTION D PARKS & PRESERVES	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	805 W. Wheatland Rd. (Future Dog Park)	Special Mowing Cycle	21		$ -	**$ 338.00**	**$ 7,098.00**
2	Alexander Park - 715 S. Alexander Dr. (Athletic Fields)	Special Mowing Cycle	76	$ 181.00	$ 13,756.00	**$ 181.00**	$ 13,756.00
3	Alexander Park - 715 S. Alexander Dr. (Less Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 288.00	$ 6,048.00	**$ 288.00**	$ 6,048.00
3	Armstrong Park - 100 James Collins Blvd.	Mowing Cycle	31	$ 1,080.00	$ 33,480.00	**$ 1,080.00**	$ 33,480.00
4	Chris Paris Park - 1300 Caravan Trail	Mowing Cycle	21	$ 288.00	$ 6,048.00	**$ 288.00**	$ 6,048.00
5	Harrington Park - 1815 S. Cockrell Hill Rd. (Athletic Fields)	Special Mowing Cycle	76	$ 1,440.00	$ 109,440.00	**$ 1,440.00**	$ 109,440.00
6	Harrington Park - 1815 S. Cockrell Hill Rd. (Less Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 1,440.00	$ 30,240.00	**$ 1,440.00**	$ 30,240.00
7	Ladd Nature Preserve - 500 -700 block of Danieldale Rd.	Preserve	1	$ 1,925.00	$ 1,925.00	**$ 1,925.00**	$ 1,925.00
8	Lakeside Park - 515 Hill City Dr. (Athletic Fields)	Special Mowing Cycle	76	$ 181.00	$ 13,756.00	**$ 181.00**	$ 13,756.00
9	Lakeside Park - 515 Hill City Dr. (less Athletic Fields - Common Area)	Mowing Cycle	21	$ 864.00	$ 18,144.00	**$ 864.00**	$ 18,144.00
10	Lions Park - 1000 S. Peach St. (Athletic Fields)	Special Mowing Cycle	76	$ 181.00	$ 13,756.00	**$ 181.00**	$ 13,756.00
11	Lions Park - 1000 S. Peach St. (Less Athletic Fields - Common Areas)	Mowing Cycle	21	$ 864.00	$ 18,144.00	**$ 864.00**	$ 18,144.00
12	Little Shenandoah Park - 515 Limetree Ln.	Mowing Cycle	21	$ 202.00	$ 4,242.00	**$ 202.00**	$ 4,242.00
13	Memorial Park - 101 N. Main St.	Mowing Cycle	31	$ 144.00	$ 4,464.00	**$ 144.00**	$ 4,464.00
14	Nichols Park - 1601 S. Cockrell Hill Rd. (6 feet Strip Around the Perimeter of the Park)	Mowing Cycle	21	$ 288.00	$ 6,048.00	**$ 288.00**	$ 6,048.00
15	Oriole Park - 515 Oriole Blvd. (6 feet Strip Around the Perimeter of the Park)	Mowing Cycle	21	$ 202.00	$ 4,242.00	**$ 202.00**	$ 4,242.00
16	Penn Springs Park - 1502 Penn Springs Dr.	Mowing Cycle	21	$ 202.00	$ 4,242.00	**$ 202.00**	$ 4,242.00
17	Pyburn Park - 915 Astaire Ave.	Mowing Cycle	31	$ 432.00	$ 13,392.00	**$ 432.00**	$ 13,392.00
18	Quail Run Park - 325 N. Greenstone Ln.	Mowing Cycle	17	$ 231.00	$ 3,927.00	**$ 231.00**	$ 3,927.00
19	Red Bird Park -104 W. Red Bird Ln. (Back Portion Behind Restrooms)	Mowing Cycle	21	$ 576.00	$ 12,096.00	**$ 576.00**	$ 12,096.00
20	Red Bird Park - 104 W. Red Bird Ln (Front portion)	Mowing Cycle	31	$ 288.00	$ 8,928.00	**$ 288.00**	$ 8,928.00
21	Rotary Park - 301 S. Venice Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	**$ 432.00**	$ 9,072.00
23	Waterview Park - 5100 Whitecliff Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	**$ 432.00**	$ 9,072.00
24	Willow Run Park - 1325 Oak Run Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	**$ 432.00**	$ 9,072.00
	SECTION D TOTAL			**$ 12,593.00**	**$ 353,534.00**	**$ 12,931.00**	**$ 360,632.00**

fixed formula to include the Wheatland park

	SECTION E EDC VACANT LOTS & PROPERY	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price
1	4 Belmot	Mowing Cycle	21	$ 90.00	$ 1,890.00	$ 90.00	$ 1,890.00
2	730 E. I-20	Mowing Cycle	21	$ 180.00	$ 3,780.00	$ 180.00	$ 3,780.00
3	275 E. US Hwy 275	Mowing Cycle	21	$ 150.00	$ 3,150.00	$ 150.00	$ 3,150.00
4	727 S. Cockrell Hill Rd.	Mowing Cycle	21	$ 97.00	$ 2,037.00	$ 97.00	$ 2,037.00
5	1730 S. Main St.	Mowing Cycle	21	$ 288.00	$ 6,048.00	$ 288.00	$ 6,048.00
6	302 S. Venice Dr.	Mowing Cycle	21	$ 479.00	$ 10,059.00	$ 479.00	$ 10,059.00
7	371 Softwood Dr.	Mowing Cycle	21	$ 45.00	$ 945.00	$ 45.00	$ 945.00
8	367 Softwood Dr.	Mowing Cycle	21	$ 45.00	$ 945.00	$ 45.00	$ 945.00
9	306 W. Camp Wisdom Rd.	Mowing Cycle	21	$ 270.00	$ 5,670.00	$ 270.00	$ 5,670.00
10	609 W. Daneldale	Mowing Cycle	21	$ 1,925.00	$ 40,425.00	$ 1,925.00	$ 40,425.00
11	403 W. Danieldale	Mowing Cycle	21	$ 121.00	$ 2,541.00	$ 121.00	$ 2,541.00
12	110 W. Magnolia Ln.	Mowing Cycle	21	$ 45.00	$ 945.00	$ 45.00	$ 945.00
13	805 W. Wheatland R.	Mowing Cycle	21	$ 270.00	$ 5,670.00	$ 270.00	$ 5,670.00
14	200 Center Street (Landscape around Building)	Mowing Cycle	9		$ -	$ 300.00	$ 2,700.00
	SECTION E TOTALS			$ 4,005.00	$ 84,105.00	$ 4,305.00	$ 86,805.00
	SECTION F NEIGHBOR HOOD SERVICES	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	Small Residential Lot (15,000 sq. ft. or less)	Debris Abatement/ Mowing	As Needed	Debris Abatement/ Mowing		$ 87.00	$ 87.00
2	Medium Residential Lot (15,000-30,000 sq. ft.)	Debris Abatement/ Mowing	As Needed	Debris Abatement/ Mowing		$ 173.00	$ 173.00
3	Large Residential Lot)) (30,000 – 40,000 sq ft.)	Debris Abatement/ Mowing	As Needed	Debris Abatement/ Mowing		$ 230.00	$ 230.00
4	Lot Size not Otherwise Defined	As Needed	N/A	(Pricing will be negotiated with the awarded vendor).		(Price will be negotiated with the awrded vendor)	
5	Clean up of Brush/ Debris Removal	As Needed	N/A	(Pricing will be negotiated with the awarded vendor).		(Price will be negotiated with the awrded vendor)	
6	Hauling (Removal) of Oversized Items	As Needed	N/A	(Pricing will be negotiated with the awarded vendor).		(Price will be negotiated with the awrded vendor)	
	NEIGHBOR HOOD SERVICES TOTALS					$ 490.00	$ 490.00
	Alternate Bid Items Unit Pricing for Materials /Labor per Request			$ -	$ -	$ -	$ -
	WATER LOTS/ PUMP STATIONS (SECTION A)			$ 1,231.00	$ 20,927.00	$ 1,231.00	$ 20,927.00
	FACILITY BUILDINGS & ARMSTRONG PARK (SECTION B)			$ 3,085.00	$ 93,465.00	$ 3,323.00	$ 100,843.00
	STREETS, MEDIANS, ROWS, LOTS (SECTION C)			$ 41,423.00	$ 469,170.00	$ 45,278.00	$ 531,205.00
	PARKS & PRESERVES (SECTION D)			$ 12,593.00	$ 353,534.00	$ 12,931.00	$ 360,632.00
	EDC VACANT LOTS & PROPERTY(SECTION E)			$ 4,005.00	$ 84,105.00	$ 4,305.00	$ 86,805.00
	NEIGHBOR HOOD SERVICES TOTAL (SECTION F)			$ -	$ -	$ 490.00	$ 490.00
	Bid Total			$ 62,337.00	$ 1,021,201.00	$ 67,558.00	$ 1,100,902.00

Exhibit B – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So, any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.

2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.

3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**

4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**

5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.

6. Describe any other affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.

7. **Signature box. Date and sign the form. A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.**

Duncanville
City of Champions

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

Good Earth Corporation

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NO ONE

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity

2/14/2025

Date

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1269585

Date Filed:
02/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Good Earth Corporation
Dallas, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-0021
Mowing, Abatement & Landscaping Services

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

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

6 UNSWORN DECLARATION

My name is Kevin Points, and my date of birth is 7-24-85.

My address is 474 N. Collins Rd. (street), Sunnyvale (city), TX (state), 75182 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 14 day of Feb (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.5dd2ace2

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Kevin Points (Person name), the undersigned representative of Good Earth Corporation (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

2/14/2025
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit E– Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subCONTRACTORS who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

Good Earth Corp. 24-0021

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/14, 2025, in Dallas (city), Texas (state).

_____ 2-14-25

BY: Service Provider Authorized Officer or Agent Date

Kevin Points

Printed Name and Title of Authorized Officer or Agent

Exhibit E.1 – Subcontractor to Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the _____, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of Subcontractor Name of Project

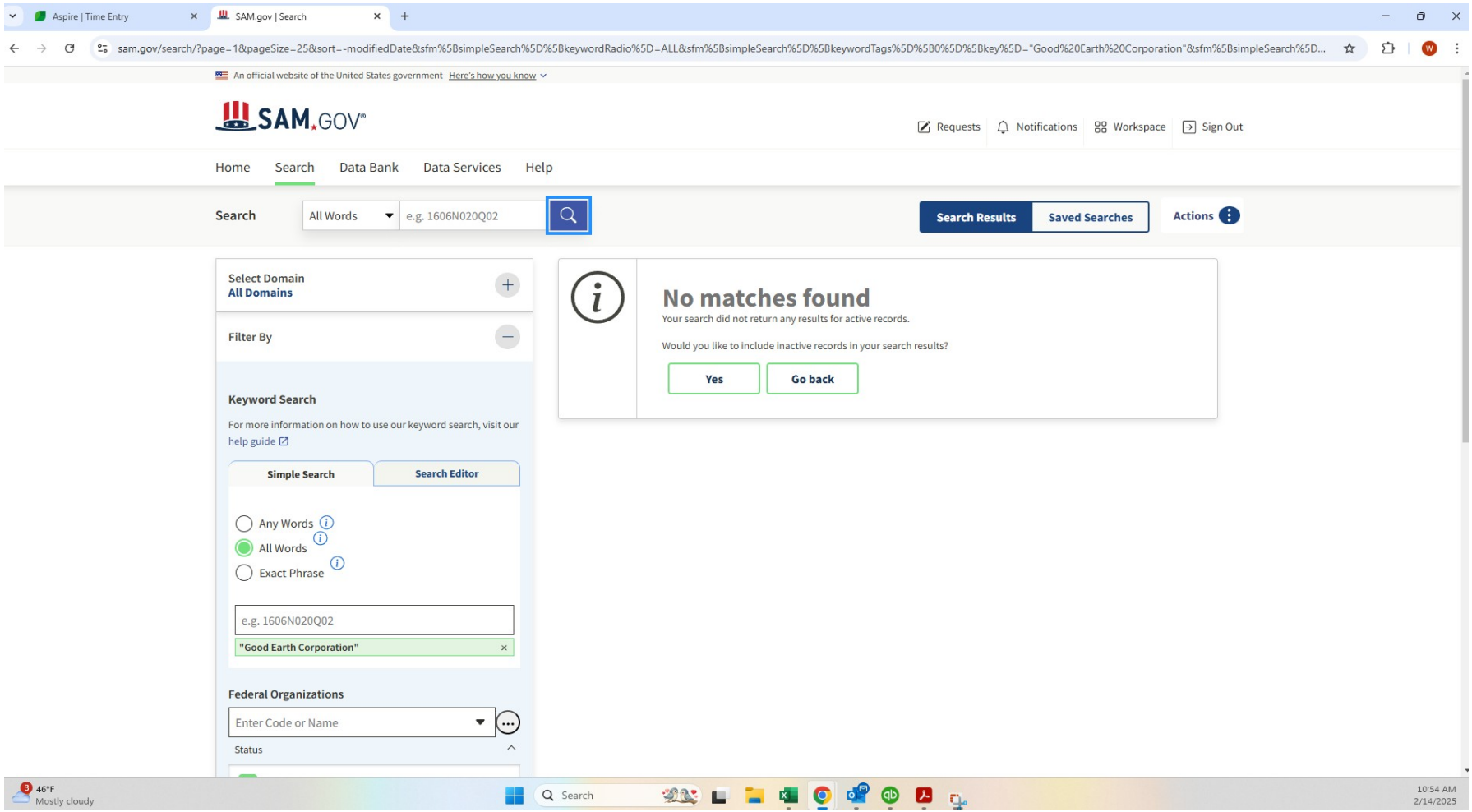
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____, 20___, in_____(city), _____ (state).

_____ _____

BY: Subcontractor Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent


Aspire | Time Entry
SAM.gov | Search
sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch%5D%5BkeywordTags%5D%5B0%5D%5Bkey%5D="Good%20Earth%20Corporation"&sfm%5BsimpleSearch%5D...
An official website of the United States government
Here's how you know
SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606N020Q02
Search Results
Saved Searches
Actions
Select Domain
All Domains
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Simple Search
Search Editor
Any Words
All Words
Exact Phrase
e.g. 1606N020Q02
"Good Earth Corporation"
Federal Organizations
Enter Code or Name
Status
No matches found
Your search did not return any results for active records.
Would you like to include inactive records in your search results?
Yes
Go back
46°F
Mostly cloudy
Search
10:54 AM
2/14/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
8144 Walnut Hill Lane, 16th Floor
Dallas TX 75231

CONTACT NAME: Kim Bond
PHONE (A/C, No, Ext): 972-770-1600 **FAX (A/C, No):**
E-MAIL ADDRESS: Kim.Bond@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B : Monroe Guaranty Insurance Company	32506
INSURER C : Upland Specialty Insurance Company	16988
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GOODEARTH3
Good Earth Corporation
7922 Forney Rd
Dallas TX 75227

COVERAGES **CERTIFICATE NUMBER:** 1969794107 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X 2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			CPP10007892402	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA10007892302	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[ ] **UMBRELLA LIAB** [ ] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			EX6Y59818824NF	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001175269	8/1/2024	8/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Contractors Equipment Excess Umbrella			CPP10007892402 EX6Y59818824NF	8/1/2024 8/1/2024	8/1/2025 8/1/2025	Leased/Rented Eqptmt Aggregate/Occurrence	$100,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured form #CGL121 edition 02/21 applies to the General Liability policy.
Additional Insured form #CGL088 edition 02/21 applies to the General Liability policy.
Waiver of subrogation form #CGL088 edition 02/21 applies to the General Liability policy.
Primary & Non-Contributory form # CG7323 edition 12/16 applies to the General Liability policy.

Additional Insured form #CAU058 edition 05/19 applies to the Automobile Liability policy.
Waiver of subrogation form #CAU058 edition 05/19 applies to the Automobile Liability policy.
Automatic Insured - Primary & Non-Contributory form # CAU082 edition 01/15 applies to the Automobile Liability policy.
See Attached...

CERTIFICATE HOLDER

City of Duncanville
230 E. Wheatland Road
Duncanville TX 75116
US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GOODEARTH3

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC	**NAMED INSURED** Good Earth Corporation 7922 Forney Rd Dallas TX 75227
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation (30) Days form #IL060 edition 07/13 applies to the General Liability, Auto Liability, and Umbrella Liability policy.
Notice of Cancellation (30) Days form WC420601 applies to the Workers Compensation Policy.

Waiver of subrogation form # WC420304B applies to the Workers Compensation policy.

Waiver of subrogation form # CU2480 edition 12/19 applies to the Umbrella Liability policy.
Automatic Insured - Primary & Non-Contributory form # UMB179 edition 07/09 applies to the Umbrella Liability policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with “Primary and NonContributory” wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker’s Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.
City of Duncanville is included as additional insured as required as per written contract.

Project#: RFP 24-0021 Mowing Landscape Services

Additional Insured:
City of Duncanville
230 E. Wheatland Road
Duncanville, TX 75116

ACORD 101 (2008/01) **© 2008 ACORD CORPORATION. All rights reserved.**

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Exhibit H – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Good Earth certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Kevin Points, VP/ COO

Printed Name and Title of Contractor's Authorized Official

2/14/2025

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(a) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB 0348-00

Duncanville
City of Champions

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: _____Prime _____Sub awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

City of Duncanville, Duncanville, TX
RFP 24-0021 – Mowing, Abatement & Landscaping Services
Due Date & Time September 26, 2024 @ 2:00 P.M.

Bidders Name & Address
Good Earth Corp.
Dallas, TX

Remaining Mows in FY 25

Alternate Bid Items Unit Pricing for Materials (Labor per Req.	Service Performed	Annual Qty.	Original Bid Price Cycle Price	Original Bid Price Annual Price	BAFO Price Cycle Price	BAFO Price Annual Price	FY 25 April-June Cycles	FY 25 April-June Cost	FY26 Remaining After June Cycles	FY26 Remaining After June Cost
1 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ -	N/A		N/A				
2 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ -	N/A		N/A				
5 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ -	N/A		N/A				
Flats, 4-inch annual color, installed including 90-day warranty	N/A	N/A	$ -	N/A		N/A				
Six pack annual color, installed including 90-day warranty	N/A	N/A	$ -	N/A		N/A				
Rock, Fine Hardscape Mulch, Installed	Per Cubic Yard	N/A	$ -	N/A		N/A				
Mulching Hardscape Mow / Blowback	Mow	N/A	$ -	N/A		N/A				
Mulch, Hardwood Bark, Installed	Per Cubic Yard	N/A	$ -	N/A		N/A				
Mid-Hour Mulch/Trash Lot service, equipment	Hour	N/A	$ -	N/A		N/A				
18-24 Bare Shredded Hardwood Mulch	Per Bag	N/A	$ -	N/A		N/A				
ALTERNATE BID ITEMS TOTAL			$ -	$ -		$ -				
SECTION A PECAN LOTS/ PUMP STATIONS										
119 S. Clark	Mowing Cycle	17	$ 29.00	$ 493.00	$ 29.00	$ 493.00	4	$ 116.00	13	$ 377.00
320 Shady Trail	Mowing Cycle	17	$ 300.00	$ 5,100.00	$ 324.00	$ 5,508.00	4	$ 1,296.00	13	$ 4,212.00
1110 N. Main St	Mowing Cycle	17	$ 330.00	$ 5,610.00	$ 324.00	$ 5,508.00	4	$ 1,296.00	13	$ 4,212.00
910 Meadowlake Dr.	Mowing Cycle	17	$ 180.00	$ 3,060.00	$ 187.00	$ 3,179.00	4	$ 748.00	13	$ 2,431.00
1636 Wilson Rd., Cedar Hill, TX	Mowing Cycle	17	$ 234.00	$ 3,978.00	$ 234.00	$ 3,978.00	4	$ 936.00	13	$ 3,042.00
SECTION A TOTAL			$ 1,231.00	$ 20,837.00	$ 1,231.00	$ 20,837.00	$ 24.00	$ 4,788.00	$ 30.00	$ 7,266.00
SECTION B FACILITY BUILDINGS & ARMSTRONG PARK										
103 S. Wheatland Rd. (Old Rec Office)	Mowing Cycle	31	$ 195.00	$ 6,045.00	$ 195.00	$ 6,045.00				
City Hall Annex - 103 S. Wheatland Rd	Mowing Cycle	31	$ 195.00	$ 6,045.00	$ 195.00	$ 6,045.00				
Public Safety Building - 203 E. Wheatland Rd.	Mowing Cycle	31	$ 195.00	$ 6,045.00	$ 195.00	$ 6,045.00				
Duncanville Fire Station - 5151 S. Main St	Mowing Cycle	31	$ 216.00	$ 6,696.00	$ 216.00	$ 6,696.00				
Fire Station #1 – 309 W. Camp Wisdom Rd	Mowing Cycle	31	$ 195.00	$ 6,045.00	$ 195.00	$ 6,045.00				
Fire Station #3 – 1035 S. Main St	Mowing Cycle	31	$ 311.00	$ 9,641.00	$ 311.00	$ 9,641.00				
Parks & Rec Dept. Building 303 W. Camp Wisdom Rd.	Mowing Cycle	31	$ -	$ -	$ 238.00	$ 7,378.00				
Public Works Building - 1600 S. Cedar Ridge Dr.	Mowing Cycle	31	$ 414.00	$ 12,834.00	$ 414.00	$ 12,834.00				
Municipal Service Center - 330 Shady Trail - (irrigated)	Mowing Cycle	31	$ 311.00	$ 9,641.00	$ 311.00	$ 9,641.00				
Municipal Service Center - 329 Shady Trail - (Non-irrigated)	Mowing Cycle	17	$ 169.00	$ 2,873.00	$ 169.00	$ 2,873.00				
Senior Center - 202 James Collins Blvd	Mowing Cycle	31	$ 600.00	$ 18,600.00	$ 599.00	$ 18,569.00				
SECTION B TOTAL			$ 2,949.00	$ 83,666.00	$ 3,333.00	$ 109,645.00				
SECTION C STREETS, MEDIANS, ROWS, LOTS										
119 S. 20th St. (Rear Yard) - Cycle 1 & 2 Only (S. Paving)	Mowing Cycle	8	$ 60.00	$ 480.00	$ 60.00	$ 480.00	4	$ 240.00	4	$ 240.00
211 Woodlawn	Mowing Cycle	8	$ 58.00	$ 812.00	$ 58.00	$ 812.00	4	$ 232.00	4	$ 232.00
204 S. Hwy 67	Mowing Cycle	17	$ 282.00	$ 4,794.00	$ 282.00	$ 4,794.00	4	$ 1,692.00	4	$ 1,692.00
203/301 S. Hwy 67	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	4	$ 678.00
209 S. Hampton - Duncanville Plaza	Mowing Cycle	8	$ 58.00	$ 812.00	$ 58.00	$ 812.00	4	$ 232.00	4	$ 232.00
Kaufman St.	Mowing Cycle	8	$ 113.00	$ 1,582.00	$ 113.00	$ 1,582.00	4	$ 452.00	4	$ 452.00
Kaufman St.	Mowing Cycle	8	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	4	$ 452.00
Kaufman St Islands	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	4	$ 678.00
Lancaster Circle	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	4	$ 678.00
Camp Wisdom Road	Mowing Cycle	17	$ 669.00	$ 10,173.00	$ 1,126.00	$ 19,126.00	4	$ 4,756.00	4	$ 4,756.00
Cedar Ridge Dr.	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 452.00	4	$ 452.00
Cedar Hill Rd. - Seville to Cherry Orchard Dr.	Mowing Cycle	17	$ 113.00	$ 1,917.00	$ 113.00	$ 1,917.00	4	$ 452.00	4	$ 452.00
Cedar Ridge Rd	Mowing Cycle	17	$ 1,013.00	$ 17,221.00	$ 1,013.00	$ 17,221.00	4	$ 4,052.00	4	$ 4,052.00
Pleasant Run Rd	Mowing Cycle	17	$ 1,368.00	$ 23,256.00	$ 1,368.00	$ 23,256.00	4	$ 5,472.00	4	$ 5,472.00
Pleasant Hill Rd - Avenue of Stars to Duncanville	Bed Maintenance	17	$ -	$ -	$ 1,200.00	$ 12,648.00	4	$ -	4	$ -
Clark/Main Blvd	Mowing Cycle	17	$ 1,368.00	$ 23,256.00	$ 1,368.00	$ 23,256.00	4	$ 5,472.00	4	$ 5,472.00
Clark/Main Blvd - Main St to Duncanville Rd	Bed Maintenance	17	$ -	$ -	$ 2,200.00	$ 37,400.00	4	$ -	4	$ -
Duncanville Rd - Cedar Ridge to Clark/Main Blvd	Mowing Cycle	17	$ 189.00	$ 3,238.00	$ 189.00	$ 3,238.00	13	$ 2,187.00	4	$ 1,021.00
Dixie Row Blvd. - Southside 200,400, & 600 Blocks	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	4	$ 678.00
Duncanville Road	Mowing Cycle	17	$ 339.00	$ 5,769.00	$ 339.00	$ 5,769.00	4	$ 2,034.00	4	$ 2,034.00
S. Hillcrest to Rd. (Medians) East & West of Main St.	Mowing Cycle	8	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
Frank Wood Blvd - 600 Block to Waverly Dr	Mowing Cycle	17	$ 113.00	$ 1,917.00	$ 113.00	$ 1,917.00	4	$ 452.00	4	$ 452.00
Princeton Dr	Mowing Cycle	17	$ 339.00	$ 5,829.00	$ 339.00	$ 5,829.00	4	$ 1,356.00	4	$ 1,356.00
Dowlen Rd.	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	4	$ 678.00
Dowlen Rd.	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	4	$ 678.00
Lake Ridge	Mowing Cycle	17	$ 339.00	$ 5,829.00	$ 339.00	$ 5,829.00	4	$ 1,356.00	4	$ 1,356.00
Clark/Cockrell Ave. Alleyway	Mowing Cycle	8	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	4	$ 452.00
Dowlen Rd Main to Camp Wisdom	Mowing Cycle	17	$ 339.00	$ 5,829.00	$ 339.00	$ 5,829.00	4	$ 1,356.00	4	$ 1,356.00
Main/Plum Creek Dr.	Mowing Cycle	17	$ 339.00	$ 5,829.00	$ 339.00	$ 5,829.00	4	$ 1,356.00	4	$ 1,356.00
Main/Plum Creek Dr.	Mowing Cycle	17	$ 339.00	$ 5,829.00	$ 339.00	$ 5,829.00	4	$ 1,356.00	4	$ 1,356.00
Main/Plum Creek Dr.	Mowing Cycle	17	$ 339.00	$ 5,829.00	$ 339.00	$ 5,829.00	4	$ 1,356.00	4	$ 1,356.00
Main/Plum Creek Dr.	Mowing Cycle	17	$ 339.00	$ 5,829.00	$ 339.00	$ 5,829.00	4	$ 1,356.00	4	$ 1,356.00
Cedar Ridge/W Of Pumpkin Rd	Mowing Cycle	8	$ 1,800.00	$ 14,400.00	$ 1,800.00	$ 14,400.00	1	$ 1,800.00	1	$ 1,800.00
Interstate Highway 20 Right-of-Way - City Limit to City Limit	Bed Maintenance	17	$ 1,679.00	$ 28,775.00	$ 1,679.00	$ 28,775.00	4	$ 6,716.00	4	$ 6,716.00
Interstate Highway 20 Right-of-Way - City Limit to City Limit	Litter Cycle	17	$ 2,679.00	$ 49,675.00	$ 2,679.00	$ 49,675.00	4	$ 17,290.00	4	$ 17,290.00
Interstate Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	7	$ 10,782.00	$ 73,474.00	$ 10,782.00	$ 73,474.00	1	$ 10,782.00	6	$ 63,410.00
Interstate Highway 20 Right-of-Way - City Limit to City Limit	Trimming Cycle	4	$ 4,310.00	$ 17,240.00	$ 4,310.00	$ 17,232.00	1	$ 4,310.00	3	$ 12,930.00
Interstate Highway 20 Right-of-Way and Cedar Ridge	Bed Maintenance	17	$ 850.00	$ 13,600.00	$ 999.00	$ 13,600.00	4	$ 3,996.00	4	$ 4,000.00
Cedar Crest Blvd. - (Wave and Tree Jasmine)	Mowing Cycle	17	$ 200.00	$ 3,825.00	$ 225.00	$ 3,825.00	4	$ 1,350.00	4	$ 1,350.00
Jackson Blvd. - (Northside of Link Dr. to Duncanville Rd.)	Mowing Cycle	17	$ 200.00	$ 3,825.00	$ 225.00	$ 3,825.00	4	$ 1,350.00	4	$ 1,350.00
Kirnwood Park Condos	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	4	$ 678.00
Clark Rd.	Mowing Cycle	17	$ 282.00	$ 4,794.00	$ 282.00	$ 4,794.00	4	$ 1,692.00	4	$ 1,692.00
Clark Rd.	Mowing Cycle	17	$ 338.00	$ 5,746.00	$ 338.00	$ 5,746.00	4	$ 2,028.00	4	$ 2,028.00
Parkview Dr. - (Circle of Undeveloped ROW East & West of the Creek)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	3	$ 452.00	3	$ 339.00
Parkview Dr. - (Islands of Cedar Area)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 226.00	3	$ 339.00
Richard Park - Main St. both sides of track from Camp Wisdom to I-20	Mowing Cycle	31	$ 225.00	$ 6,975.00	$ 225.00	$ 6,975.00	13	$ 2,925.00	9	$ 2,025.00
Richard ROW - (Non-Developable to Camp Wisdom)	Mowing Cycle	9	$ 1,800.00	$ 16,200.00	$ 1,900.00	$ 16,200.00	4	$ 7,200.00	3	$ 4,650.00
Round Top Blvd. - (Northside 600 to 700 blocks)	Mowing Cycle	9	$ 338.00	$ 3,042.00	$ 338.00	$ 3,042.00	4	$ 1,352.00	3	$ 1,014.00
Round Top Blvd.	Mowing Cycle	17	$ 338.00	$ 5,746.00	$ 338.00	$ 5,746.00	4	$ 1,352.00	4	$ 1,352.00
Bonnie Park	Mowing Cycle	17	$ 600.00	$ 10,200.00	$ 600.00	$ 10,200.00	4	$ 2,400.00	4	$ 2,400.00
Cedar Park - (undeveloped ROW at Avenue C)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
Peach Park - (Available Mid Block)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
Mt. Wilderness Rd. - Main St. to Hwy 67	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00	4	$ 1,350.00	4	$ 1,350.00
Cloud Circle	Mowing Cycle	17	$ 1,200.00	$ 20,400.00	$ 1,200.00	$ 20,400.00	4	$ 4,800.00	4	$ 4,800.00
Wheatland Rd.	Mowing Cycle	17	$ 1,200.00	$ 22,800.00	$ 1,200.00	$ 22,800.00	4	$ 4,800.00	4	$ 4,800.00
Camp Wisdom Place	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	4	$ 678.00
Duanbell - 707 Jellison Blvd.	Chemical Application & Trimming	3	$ -	$ -	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Duanbell - 622 N. Casa Grande Circle	Chemical Application & Trimming	3	$ -	$ -	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Duanbell - 1100 S. Clark Rd.	Chemical Application & Trimming	3	$ -	$ -	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Duanbell - Joe Wilson & Sink Pe Trail	Chemical Application & Trimming	3	$ -	$ -	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Duanbell - 800 Cliffcrest Dr	Chemical Application & Trimming	3	$ -	$ -	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Bridge [2 - 130 & 200 E. Little Street	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Bridge [2 - 136 E. Jewel Lane	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Type VI Barricade - 900 Eisenhower Dr	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Type VI Barricade - 1163 Cedar Run Dr	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Bridge/Duanbell - 1802 S. Cockrell Rd	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Bridge/Duanbell - 1700 S. Cockrell Rd	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Duanbell - 1702 Rd	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
Duanbell - 1307 Ferguson Rd	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
SECTION C TOTAL			$ 41,422.00	$ 693,775.00	$ 43,270.00	$ 831,220.00	$ 224.00	$ 171,634.00	$ 200.00	$ 207,496.00
SECTION D PARKS & PRESERVES										
804 W. Wheatland Rd. (Future Dog Park)	Special Mowing Cycle	21	$ -	$ -	$ 339.00	$ 7,089.00				
Alexander Park - 710 S. Alexander Dr	Special Mowing Cycle	76	$ 181.00	$ 13,756.00	$ 181.00	$ 13,756.00				
Alexander Park - 710 S. Alexander Dr. Area Athletic Fields - Common Areas ONLY!	Mowing Cycle	21	$ 299.00	$ 6,048.00	$ 299.00	$ 6,048.00				
Armstrong Park - 120 James Collins Blvd.	Mowing Cycle	21	$ 1,080.00	$ 33,480.00	$ 1,080.00	$ 33,480.00				
Chris Park Park - 1300 Caravan Trail	Mowing Cycle	21	$ 299.00	$ 6,048.00	$ 299.00	$ 6,048.00				
Hermigton Park - 1815 S. Cockrell Hill Rd. (Athletic Fields)	Special Mowing Cycle	76	$ 1,440.00	$ 109,440.00	$ 1,440.00	$ 109,440.00				
Hermigton Park - 1815 S. Cockrell Hill Rd. Less Athletic Fields - Common Areas ONLY!	Mowing Cycle	21	$ 1,440.00	$ 30,240.00	$ 1,440.00	$ 30,240.00				
Lasater Nature Preserve - 600 -700 block of Duncanville Rd	Preserve	1	$ 1,826.00	$ 1,826.00	$ 1,826.00	$ 1,826.00				
Lakeside Park - 1519 Mill City Dr.	Special Mowing Cycle	76	$ 181.00	$ 13,756.00	$ 181.00	$ 13,756.00				
Lakeside Park - 519 Mill City Dr. less Athletic Fields - Common Areas	Mowing Cycle	21	$ 864.00	$ 18,144.00	$ 864.00	$ 18,144.00				
Lions Park - 1003 S. Peach St. (Athletic Fields)	Special Mowing Cycle	76	$ 181.00	$ 13,756.00	$ 181.00	$ 13,756.00				
Lions Park - 1003 S. Peach St. Less Athletic Fields - Common Areas	Mowing Cycle	21	$ 864.00	$ 18,144.00	$ 864.00	$ 18,144.00				
Little Shenandoah Park - 915 Limeline Ln.	Mowing Cycle	21	$ 202.00	$ 4,242.00	$ 202.00	$ 4,242.00				
Memorial Park - 101 N. Main St.	Mowing Cycle	21	$ 144.00	$ 4,896.00	$ 144.00	$ 4,896.00				
Merrick Park - 1901 S. Cockrell Hill Rd. & Red Brick Around the Perimeter of the Park)	Mowing Cycle	21	$ 299.00	$ 6,048.00	$ 299.00	$ 6,048.00				
Olinde Park - 919 Olinde Blvd. & Red Brick Around the Perimeter of the Park)	Mowing Cycle	21	$ 202.00	$ 4,242.00	$ 202.00	$ 4,242.00				
Penn Springs Park - 1802 Penn Springs Dr.	Mowing Cycle	21	$ 202.00	$ 4,242.00	$ 202.00	$ 4,242.00				
Pybus Park - 915 Adams Ave.	Mowing Cycle	31	$ 432.00	$ 13,392.00	$ 432.00	$ 13,392.00				
Quail Run Park - 320 N. Glendondale Ln.	Mowing Cycle	17	$ 231.00	$ 3,927.00	$ 231.00	$ 3,927.00				
Red Bird Park - 106 W. Red Bird Ln. Brush and Rock	Mowing Cycle	21	$ 576.00	$ 12,096.00	$ 576.00	$ 12,096.00				
Red Bird Park - 109 W. Red Bird Ln. Brush and Rock	Mowing Cycle	31	$ 288.00	$ 8,928.00	$ 288.00	$ 8,928.00				
Rotary Park - 301 S. Ventue Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	$ 432.00	$ 9,072.00				
Rolanview Park - 5100 Whitecliff Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	$ 432.00	$ 9,072.00				
Willow Run Park - 1303 Oak Run Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	$ 432.00	$ 9,072.00				
SECTION D TOTAL			$ 12,282.00	$ 363,514.00	$ 12,631.00	$ 363,632.00				
SECTION E EDC VACANT LOTS & PROPERTY										
1 Block	Mowing Cycle	21	$ 80.00	$ 1,680.00	$ 80.00	$ 1,680.00	12	$ 960.00	9	$ 720.00
103 S. 12th	Mowing Cycle	21	$ 180.00	$ 3,780.00	$ 180.00	$ 3,780.00	12	$ 2,160.00	9	$ 1,620.00
112 S. Dallas Ave.	Mowing Cycle	21	$ 180.00	$ 3,780.00	$ 180.00	$ 3,780.00	12	$ 1,440.00	9	$ 1,080.00
121 S. Cockrell Hill Rd.	Mowing Cycle	21	$ 97.00	$ 2,037.00	$ 97.00	$ 2,037.00	12	$ 576.00	9	$ 432.00
1140 S. Main St.	Mowing Cycle	21	$ 288.00	$ 6,048.00	$ 288.00	$ 6,048.00	12	$ 2,592.00	9	$ 1,728.00
201 S. Hickory Dr.	Mowing Cycle	21	$ 870.00	$ 18,630.00	$ 870.00	$ 18,630.00	12	$ 5,760.00	9	$ 4,410.00
241 Softwood Dr.	Mowing Cycle	21	$ 46.00	$ 966.00	$ 46.00	$ 966.00	12	$ 552.00	9	$ 414.00
300 W. Camp Wisdom Rd.	Mowing Cycle	21	$ 1,200.00	$ 25,200.00	$ 1,200.00	$ 25,200.00	12	$ 14,400.00	9	$ 10,800.00
309 W. Camp Wisdom Rd.	Mowing Cycle	21	$ 270.00	$ 5,670.00	$ 270.00	$ 5,670.00	12	$ 3,780.00	9	$ 2,835.00
204 W. Clarendon	Mowing Cycle	21	$ 1,600.00	$ 33,600.00	$ 1,600.00	$ 33,600.00	12	$ 19,200.00	9	$ 12,000.00
613 W. Clarendon	Mowing Cycle	21	$ 121.00	$ 2,541.00	$ 121.00	$ 2,541.00	12	$ 1,212.00	9	$ 726.00
113 W. Magnolia Ln.	Mowing Cycle	21	$ 46.00	$ 966.00	$ 46.00	$ 966.00	12	$ 552.00	9	$ 276.00
1103 W. Wheatland Rd.	Mowing Cycle	21	$ 570.00	$ 11,970.00	$ 570.00	$ 11,970.00	12	$ 6,840.00	9	$ 4,275.00
203 Cedar Wood Ct. (Landscape around Building)	Mowing Cycle	4	$ 200.00	$ 2,700.00	$ 200.00	$ 2,700.00	4	$ 1,200.00	4	$ 1,200.00
SECTION E TOTALS			$ 4,050.00	$ 84,106.00	$ 4,050.00	$ 84,606.00	$ 124.00	$ 41,840.00	$ 62.00	$ 39,230.00
SECTION F NEIGHBOR HOOD SERVICES										
1	Small Residential Lot (15,000 sq. ft. or less)	Debris Abatement/ Mowing	As Needed	$ 87.00	$ 87.00					
2	Medium Residential Lot (15,000-40,000 sq. ft.)	Debris Abatement/ Mowing	As Needed	$ 173.00	$ 173.00					
3	Large Residential Lot(s) (40,000 – 43,000 sq.ft.)	Debris Abatement/ Mowing	As Needed	$ 230.00	$ 230.00					
4	Lot Size not Otherwise Defined	As Needed	N/A	(Pricing will be negotiated with the awarded vendor)	(Pricing will be negotiated with the awarded vendor)					
5	Clean-up of Illicit Debris Removal	As Needed	N/A	(Pricing will be negotiated with the awarded vendor)	(Pricing will be negotiated with the awarded vendor)					
6	Hauling (Removal) of Oversized Items	As Needed	N/A	(Pricing will be negotiated with the awarded vendor)	(Pricing will be negotiated with the awarded vendor)					
NEIGHBOR HOOD SERVICES TOTALS				$ -	$ 490.00	$ 490.00				

Alternate Bid Items Unit Pricing for Materials (Labor per Request			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WATER LOTS/ PUMP STATIONS (SECTION A)			$ 1,231.00	$ 20,837.00	$ 1,231.00	$ 20,837.00	$ 24.00	$ 4,788.00	$ 30.00	$ 7,266.00
FACILITY BUILDINGS & ARMSTRONG PARK (SECTION B)			$ 2,949.00	$ 83,666.00	$ 3,333.00	$ 109,645.00	$ -	$ -	$ -	$ -
STREETS, MEDIANS, ROWS, LOTS (SECTION C)			$ 41,422.00	$ 693,775.00	$ 43,270.00	$ 831,220.00	$ 224.00	$ 171,634.00	$ 200.00	$ 207,496.00
PARKS & PRESERVES (SECTION D)			$ 12,282.00	$ 363,514.00	$ 12,631.00	$ 363,632.00	$ -	$ -	$ -	$ -
EDC VACANT LOTS & PROPERTY (SECTION E)			$ 4,050.00	$ 84,106.00	$ 4,050.00	$ 84,606.00	$ 124.00	$ 41,840.00	$ 62.00	$ 39,230.00
NEIGHBOR HOOD SERVICES (SECTION F)			$ -	$ -	$ 490.00	$ 490.00	$ -	$ -	$ -	$ -
Bid Total			$ 62,337.00	$ 1,327,231.00	$ 67,006.00	$ 1,703,850.00	$ 409.00	$ 221,338.00	$ 312.00	$ 260,119.00

City of Duncanville, Duncanville, TX
RFP 24-0021 – Mowing, Abatement & Landscaping Services
Due Date & Time September 26, 2024 @ 2:00 P.M.

Bidder's Name & Address
M & M Inc.
dba Urban Landscaping & Irrigation
Lancaster, TX

Remaining Mows in FY 25

Alternate Bid Items Unit Pricing for Materials (Labor per Hour)	Service Performed	Annual Qty.	Original Bid Price: Cycle Price	Original Bid Price: Annual Price	BAFO Price: Cycle Price	BAFO Price: Annual Price	FY25 April-June: Cycles	FY25 April-June: Cost	Fy 25 Remaining After June: Cycles	Fy 25 Remaining After June: Cost
1	1 gallon mulch (shrub) installed including 1 yr warranty	N/A	N/A	N/A	$ 65.00	N/A				
2	3 gallon nursery plant installed including 1 yr warranty	N/A	N/A	N/A	$ 85.00	N/A				
3	5 gallon nursery plant installed including 1 yr warranty	N/A	N/A	N/A	$ 150.00	N/A				
4	Flats, 4 inch annual color, installed including 60 day wa	N/A	N/A	N/A	$ 37.00	N/A				
5	Flats, 4 inch perennial color, installed including 60 day warra	N/A	N/A	N/A	$ 37.00	N/A				
6	Yard, Pine Bark mulch, installed	Per Cubic Yard	N/A	N/A	$ 100.00	N/A				
7	Man-hour landscape labor - Equipped	Hour	N/A	N/A	$ 65.00	N/A				
8	Square foot sprinkler repairs, installed	Per Square Foot	N/A	N/A	$ 25.00	N/A				
9	Man-hour arborist/tree care service, equipped	Hour	N/A	N/A	$ 65.00	N/A				
10	30 lb. Bag Shredded Hardwood Mulch	Per Bag	N/A	N/A	$ 8.00	N/A				
	ALTERNATE BID ITEMS TOTAL			$ 650.00		$ 632.50				

	SECTION A: WATER LOTS/ PUMP STATIONS	Service Performed	Annual Qty.	Original Bid Price: Cycle Price	Original Bid Price: Annual Price	BAFO Price: Cycle Price	BAFO Price: Annual Price	Cycles	Cost	Cycles	Cost
1	113 E. Clark Rd	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
2	333 Shady Trail	Mowing Cycle	17	$ 230.00	$ 3,910.00	$ 230.00	$ 3,910.00				
3	1125 Tuscany Ln	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
4	1436 Sioux Rd. Cedar Hill, TX	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
	SECTION A TOTAL			$ 726.00	$ 12,412.00	$ 1,032.00	$ 17,676.00				

	SECTION B: FACILITY BUILDINGS & ARMSTRONG PARK	Service Performed	Annual Qty.	Original Bid Price: Cycle Price	Original Bid Price: Annual Price	BAFO Price: Cycle Price	BAFO Price: Annual Price	Cycles	Cost	Cycles	Cost
1	103 S. Wheatland Rd. (302 Tex Office)	Mowing Cycle	21	$ 258.00	$ 7,609.50	$ 258.00	$ 7,609.50	13	$ 3,328.00	9	$ 2,310.00
2	100 Old Acres - 103 S. Wheatland Rd	Mowing Cycle	21	$ 258.00	$ 7,609.50	$ 258.00	$ 7,609.50	13	$ 3,328.00	9	$ 2,310.00
3	City Hall/Police Dept. - 203 E. Wheatland Rd	Mowing Cycle	21	$ 278.00	$ 8,599.00	$ 300.00	$ 9,300.00	13	$ 3,900.00	8	$ 2,709.00
4	Duncanville Fieldhouse - 1103 S. Main St.	Mowing Cycle	21	$ 278.00	$ 8,599.00	$ 300.00	$ 10,500.00	13	$ 4,500.00	8	$ 3,600.00
5	Fire Station #1 - 300 W. Camp Wisdom Rd.	Mowing Cycle	21	$ 137.00	$ 4,260.00	$ 137.00	$ 4,260.00	13	$ 1,781.00	8	$ 1,096.00
6	Fire Station #2 - 1040 S. Cedar Ridge	Mowing Cycle	21	$ 137.00	$ 4,260.00	$ 137.00	$ 4,260.00	13	$ 1,781.00	8	$ 1,096.00
7	Parks & Rec Dept. Building, 501 W. Camp Wisdom Rd	Mowing Cycle	21	$ 180.00	$ 4,860.00	$ 180.00	$ 5,895.00	13	$ 2,475.00	8	$ 1,710.00
8	Library/Recreation Center - 201 James Collins Blvd	Mowing Cycle	21	$ 368.00	$ 11,408.00	$ 368.00	$ 11,408.00	13	$ 4,784.00	8	$ 3,312.00
9	Municipal Service Center - 203 Wendy Tell - (Shared)	Mowing Cycle	21	$ 368.00	$ 11,408.00	$ 368.00	$ 11,408.00	13	$ 4,784.00	8	$ 3,312.00
10	Municipal Service Center - 203 Wendy Tell - (Shared)	Mowing Cycle	17	$ 430.00	$ 6,720.00	$ 430.00	$ 6,970.00	4	$ 1,680.00	4	$ 430.00
11	Penn Farm Complex (Annex) - 1000 S. Main St.	Mowing Cycle	17	$ 430.00	$ 6,720.00	$ 430.00	$ 6,970.00	4	$ 1,680.00	4	$ 430.00
	SECTION B TOTAL			$ 2,812.44	$ 81,853.84	$ 2,855.44	$ 83,943.00	134.33	$ 33,933.75	86.00	$ 27,033.00

	SECTION C: STREETS, MEDIANS, ROWS, LOTS	Service Performed	Annual Qty.	Original Bid Price: Cycle Price	Original Bid Price: Annual Price	BAFO Price: Cycle Price	BAFO Price: Annual Price	Cycles	Cost	Cycles	Cost
1	113 - 235 N. Main/Clark- Center 30.6 - Chevy St. (54	Mowing Cycle	17	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
2	401 Woodman	Mowing Cycle	9	$ 129.00	$ 1,129.00	$ 129.00	$ 1,129.00				
3	400 Block Ann St	Mowing Cycle	17	$ 230.00	$ 3,910.00	$ 230.00	$ 3,910.00				
4	1125 E. Clark Rd	Mowing Cycle	17	$ 230.00	$ 3,910.00	$ 230.00	$ 3,910.00				
5	223 S. Dunbarton - Duncanville Pkwy	Mowing Cycle	12	$ 158.20	$ 1,900.80	$ 158.20	$ 1,900.80				
6	Alexander Dr	Mowing Cycle	17	$ 230.00	$ 3,920.00	$ 230.00	$ 3,920.00				
7	Ashley Ln	Mowing Cycle	9	$ 230.00	$ 2,070.00	$ 230.00	$ 2,070.00				
8	Avenue of Stars	Mowing Cycle	17	$ 230.00	$ 3,920.00	$ 230.00	$ 3,920.00				
9	Bonnie Brae St	Mowing Cycle	17	$ 230.00	$ 3,910.00	$ 230.00	$ 3,910.00				
10	Camp Wisdom Road	Mowing Cycle	17	$ 542.00	$ 10,682.00	$ 565.00	$ 10,922.00				
11	Casa Grande Place	Mowing Cycle	12	$ 236.00	$ 3,712.00	$ 236.00	$ 3,712.00				
12	Cedar Hill Rd. - Beltline Rd. to Clark Rd.	Mowing Cycle	9	$ 230.00	$ 2,070.00	$ 230.00	$ 2,070.00				
13	Cedar Ridge Rd	Mowing Cycle	17	$ 848.00	$ 14,276.00	$ 828.00	$ 14,076.00				
14	Cockrell Hill Rd.	Mowing Cycle	17	$ 1,530.00	$ 19,700.00	$ 1,350.00	$ 22,100.00				
15	Cockrell Hill Rd. - Avenue of Stars to Dankdale	Bed Maintenance	17	$ 1,100.00	$ 18,700.00	$ 1,100.00	$ 18,700.00	6	$ 6,600.00	6	$ 6,600.00
16	Concourse Blvd	Mowing Cycle	17	$ 1,530.00	$ 19,320.00	$ 1,350.00	$ 22,100.00				
17	Dankdale Rd. - Main St. to Cockrell Hill Rd.	Mowing Cycle	17	$ 1,530.00	$ 19,320.00	$ 1,350.00	$ 22,100.00	4	$ 5,400.00	4	$ 5,400.00
18	Downtown Medians - Center to Davis	Mowing Cycle	21	$ 258.00	$ 5,778.00	$ 258.00	$ 5,778.00				
19	Dow Ross Blvd. - Southside 300-400, & 600 Blocks	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
20	Duncanville Road	Mowing Cycle	17	$ 278.00	$ 4,692.00	$ 278.00	$ 4,692.00				
21	E. Wintergreen Rd. (Medians) East & West of Main St.	Mowing Cycle	9	$ 126.00	$ 1,126.00	$ 126.00	$ 1,126.00				
22	Ed Kacho Blvd. - 600 Block to Edwards Dr.	Mowing Cycle	9	$ 129.00	$ 1,129.00	$ 129.00	$ 1,129.00				
23	Freeman St.	Mowing Cycle	17	$ 230.00	$ 3,920.00	$ 230.00	$ 3,920.00				
24	Glenhill Ave.	Mowing Cycle	12	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
25	Goodrich Lane	Mowing Cycle	12	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
26	Hardaway Dr.	Mowing Cycle	12	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
27	Hillcrest Dr.	Mowing Cycle	12	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
28	Hollywood Park Entrance	Mowing Cycle	9	$ 129.00	$ 1,129.00	$ 129.00	$ 1,129.00				
29	Huntleigh Dr. (Bridge to Cassa Whedon)	Mowing Cycle	12	$ 229.00	$ 3,929.00	$ 229.00	$ 3,929.00				
30	Hwy 67 Right-of-way - City Limit to City Limit	Bed Maintenance	17	$ 2,500.00	$ 42,500.00	$ 2,500.00	$ 42,500.00				
31	Hwy 67 Right-of-way - City Limit to City Limit	Litter Cycle	17	$ 2,615.00	$ 44,464.00	$ 2,615.00	$ 44,464.00				
32	Hwy 67 Right-of-way - City Limit to City Limit	Mowing Cycle	17	$ 4,000.00	$ 68,000.00	$ 4,000.00	$ 68,000.00				
33	Hwy 67 Right-of-way - City Limit to City Limit	Trimming Cycle	7	$ 4,000.00	$ 28,000.00	$ 4,000.00	$ 28,000.00				
34	Illinois Highway 20 Right-of-Way	Mowing Cycle	9	$ 1,672.00	$ 13,248.00	$ 1,672.00	$ 13,248.00				
35	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Bed Maintenance	12	$ 4,296.00	$ 72,912.00	$ 4,296.00	$ 72,912.00				
36	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Litter Cycle	17	$ 2,653.00	$ 45,965.00	$ 2,653.00	$ 45,965.00				
37	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	7	$ 9,518.75	$ 66,631.25	$ 4,000.00	$ 28,000.00				
38	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Trimming Cycle	4	$ 3,847.50	$ 15,870.00	$ 3,867.00	$ 15,870.00				
39	Interstate Highway 20 Right-of-Way and Cedar Ridge Bridge	Bed Maintenance	12	$ 2,200.00	$ 37,600.00	$ 2,200.00	$ 37,600.00				
40	James Collins Blvd. - (Shire and Trim Jasmine)	Mowing Cycle	12	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
41	Jefferson Blvd. - (No Route off Link St. to Duncanville Rd.)	Mowing Cycle	17	$ 219.00	$ 3,649.00	$ 219.00	$ 3,864.00				
42	Kenya Place Circle	Mowing Cycle	12	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
43	N. Main St.	Mowing Cycle	17	$ 460.00	$ 7,820.00	$ 460.00	$ 7,820.00				
44	S. Main St.	Mowing Cycle	17	$ 274.00	$ 4,658.00	$ 274.00	$ 4,658.00				
45	Circle of Undeveloped ROW East & West of the	Mowing Cycle	9	$ 129.00	$ 1,129.00	$ 129.00	$ 1,129.00				
46	Peach St. - (medians of park area)	Mowing Cycle	8	$ 129.00	$ 1,129.00	$ 129.00	$ 1,129.00				
47	Railroad Park - N. Main St. both sides of track from Camp Wisdom to Link	Mowing Cycle	31	$ 860.00	$ 27,280.00	$ 860.00	$ 27,280.00				
48	Railroad ROW - (from Dankdale to Camp Wisdom)	Mowing Cycle	9	$ 1,672.00	$ 13,248.00	$ 1,672.00	$ 13,248.00				
49	Round Top Blvd. - (Northside 600 to 700 blocks)	Mowing Cycle	9	$ 276.00	$ 2,484.00	$ 276.00	$ 2,484.00				
50	S. Main St.	Trimming Cycle	17	$ 780.00	$ 13,260.00	$ 780.00	$ 13,260.00				
51	Santa Fe Trail	Mowing Cycle	17	$ 726.00	$ 12,672.00	$ 726.00	$ 12,912.00				
52	Sigler Ave. - (undeveloped ROW at Avenue C)	Mowing Cycle	9	$ 129.00	$ 1,129.00	$ 129.00	$ 1,129.00				
53	Thrush Ave. - (southside 300 block)	Mowing Cycle	9	$ 129.00	$ 1,129.00	$ 129.00	$ 1,129.00				
54	W. Wintergreen Rd. - Main St. to Hwy 67	Mowing Cycle	17	$ 260.00	$ 4,420.00	$ 164.00	$ 2,788.00				
55	Waterford Dr.	Mowing Cycle	12	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
56	Woodland Dr.	Mowing Cycle	17	$ 1,700.00	$ 18,700.00	$ 1,100.00	$ 18,700.00				
57	Yellow Wood Place	Mowing Cycle	12	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
58	Guardrail - 707 Jellison Blvd.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
59	Guardrail - 422 N. Casa Grande Circle	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
60	Guardrail - 1100 S. Clark Rd.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
61	Guardrail - Joe Wilson & Side Fir Trail	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
62	Guardrail - 600 Cliffcrest Dr	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
63	Bridge (2 - 130 & 200 E. Little Street	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
64	Bridge (2 - 126 E. Jewel Lane	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
65	Type VI Barricade - 600 Eisenhower Dr	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
66	Type III Barricade - 1163 Cedar Run Dr.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
67	Bridge/Guardrail - 1462 S. Cockrell Rd.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
68	Bridge/Guardrail - 1700 S. Cockrell Rd.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
69	Guardrail - 1702 Rd	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
70	Guardrail - 1307 Ferguson Rd	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
	SECTION C TOTAL			$ 66,872.25	$ 724,895.30	$ 69,660.70	$ 629,662.80	12.00	$ 10,800.00	12.00	$ 12,000.00

	SECTION D: PARKS & PRESERVES	Service Performed	Annual Qty.	Original Bid Price: Cycle Price	Original Bid Price: Annual Price	BAFO Price: Cycle Price	BAFO Price: Annual Price	Cycles	Cost	Cycles	Cost
1	803 W. Wheatland Rd. (Athletic Fields)	Special Mowing Cycle	21	$ 286.00	$ 4,870.00	$ 286.00	$ 6,014.00	10	$ 2,860.00	6	$ 1,716.00
2	Alexander Park - 719 S. Alexander Dr. (Athletic Fields)	Special Mowing Cycle	76	$ 219.00	$ 16,343.00	$ 219.00	$ 16,343.00	38	$ 8,322.00	38	$ 8,322.00
3	Alexander Park - 719 S. Alexander Dr. (Lakeside Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 450.00	$ 9,450.00	$ 450.00	$ 9,450.00	10	$ 4,500.00	4	$ 1,800.00
4	Armstrong Park - 500 James Collins Blvd.	Mowing Cycle	21	$ 875.00	$ 27,125.00	$ 1,000.00	$ 31,000.00	13	$ 13,000.00	9	$ 9,000.00
5	Chris Paris Park - 1300 Cedaron Trail	Mowing Cycle	21	$ 219.00	$ 4,515.00	$ 219.00	$ 4,515.00	10	$ 2,190.00	4	$ 1,095.00
6	Huntleigh Park - 1815 S. Cockrell Hill Rd. (Athletic Fields)	Special Mowing Cycle	76	$ 1,000.00	$ 76,000.00	$ 1,000.00	$ 76,000.00	26	$ 26,000.00	26	$ 26,000.00
7	Huntleigh Park - 1815 S. Cockrell Hill Rd. (Lakeside Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 858.00	$ 18,450.00	$ 1,300.00	$ 27,300.00	10	$ 13,000.00	4	$ 7,800.00
8	Lewis Nature Preserve - 1500 -1700 block of Cannonball Dr.	Preserve	1	$ 2,250.00	$ 4,200.00	$ 2,250.00	$ 4,200.00	0	$ -	0	$ 2,250.00
9	Lakeside Park - 815 Hill City Dr. (Main Athletic Fields - Common Areas)	Special Mowing Cycle	76	$ 240.00	$ 18,240.00	$ 240.00	$ 18,240.00	38	$ 9,120.00	38	$ 9,120.00
10	Lakeside Park - 815 Hill City Dr. (Main Athletic Fields - Common Areas)	Mowing Cycle	21	$ 875.00	$ 18,375.00	$ 875.00	$ 18,375.00	10	$ 8,750.00	4	$ 3,500.00
11	Lions Park - 1000 S. Preach St. (Athletic Fields - Common Areas)	Special Mowing Cycle	78	$ 219.00	$ 16,350.00	$ 219.00	$ 16,350.00	26	$ 5,694.00	26	$ 5,829.00
12	Lions Park - 1000 S. Preach St. (Athletic Fields - Common Areas)	Mowing Cycle	21	$ 875.00	$ 18,375.00	$ 875.00	$ 18,375.00	10	$ 8,750.00	4	$ 3,500.00
13	Little Chihuahuan Park - 1015 Lonetree Ln.	Mowing Cycle	21	$ 219.00	$ 4,515.00	$ 219.00	$ 4,515.00	10	$ 2,190.00	4	$ 1,095.00
14	Memorial Park - 101 N. Main St.	Mowing Cycle	21	$ 219.00	$ 6,883.00	$ 219.00	$ 6,883.00	13	$ 2,790.00	9	$ 1,935.00
15	Michels Park - 1901 S. Cockrell Hill Rd. (& Red Bird Around the Perimeter of the Park)	Mowing Cycle	21	$ 219.00	$ 4,515.00	$ 219.00	$ 4,515.00	10	$ 2,190.00	4	$ 1,095.00
16	Olcott Park - 915 Olcott Rd. (& Red Bird Around the Perimeter of the Park)	Mowing Cycle	21	$ 219.00	$ 4,515.00	$ 219.00	$ 4,515.00	10	$ 2,190.00	4	$ 1,095.00
17	Penn Springs Park - 1302 Penn Springs Dr.	Mowing Cycle	21	$ 219.00	$ 4,515.00	$ 219.00	$ 4,515.00	10	$ 2,190.00	4	$ 1,095.00
18	Pylon Park - 915 Adams Ave.	Mowing Cycle	21	$ 219.00	$ 3,869.00	$ 399.00	$ 8,003.00	10	$ 3,990.00	8	$ 2,748.00
19	Quail Run Park - 3315 Greenbrook Ln.	Mowing Cycle	17	$ 556.00	$ 9,359.00	$ 229.00	$ 3,929.00	6	$ 1,368.00	6	$ 1,368.00
20	Red Bird Park - 109 W. Red Bird Ln. (Multi-Purpose Ball Fields)	Mowing Cycle	21	$ 450.00	$ 9,450.00	$ 450.00	$ 9,600.00	10	$ 4,800.00	4	$ 3,750.00
21	Red Bird Park - 109 W. Red Bird Ln. (Ball Fields)	Mowing Cycle	21	$ 219.00	$ 6,883.00	$ 219.00	$ 6,883.00	13	$ 2,790.00	9	$ 1,935.00
22	Rickey Park - 301 S. Ventus Dr.	Mowing Cycle	21	$ 368.00	$ 7,960.00	$ 368.00	$ 7,960.00	10	$ 3,680.00	4	$ 2,760.00
23	Rolanview Park - 8100 Whitcliff Dr.	Mowing Cycle	21	$ 1,619.00	$ 31,815.00	$ 379.00	$ 7,873.00	10	$ 3,790.00	8	$ 2,399.00
24	Willow Run Park - 1303 Oak Run Dr.	Mowing Cycle	21	$ 530.00	$ 10,920.00	$ 379.00	$ 7,873.00	10	$ 3,790.00	4	$ 2,200.00
	SECTION D TOTAL			$ 14,741.00	$ 329,859.00	$ 12,249.00	$ 321,664.00	302.00	$ 131,890.00	229.00	$ 104,054.00

	SECTION E: EDC VACANT LOTS & PROPERTY	Service Performed	Annual Qty.	Original Bid Price: Cycle Price	Original Bid Price: Annual Price	BAFO Price: Cycle Price	BAFO Price: Annual Price	Cycles	Cost	Cycles	Cost
1	1 Block - 100	Mowing Cycle	21	$ 300.00	$ 6,300.00	$ 175.00	$ 3,675.00				
2	1 Block - 100 Main ST	Mowing Cycle	21	$ 2,700.00	$ 43,100.00	$ 160.00	$ 3,360.00				
3	712 E. Cockrell Hill Rd	Mowing Cycle	21	$ 88.00	$ 1,847.00	$ 129.00	$ 2,625.00				
4	1140 E. Main St	Mowing Cycle	21	$ 160.00	$ 3,864.00	$ 229.00	$ 4,224.00				
5	1141 E. Main St	Mowing Cycle	21	$ 160.00	$ 3,864.00	$ 229.00	$ 4,224.00				
6	317 Dallas Dr.	Mowing Cycle	21	$ 129.00	$ 2,709.00	$ 65.00	$ 1,365.00				
7	307 Jefferson Dr.	Mowing Cycle	21	$ 129.00	$ 2,709.00	$ 65.00	$ 1,365.00				
8	709 E. Camp Wisdom Rd.	Mowing Cycle	21	$ 129.00	$ 2,709.00	$ 274.00	$ 5,754.00				
9	409 W. Clarendale	Mowing Cycle	21	$ 6,241.86	$ 69,979.86	$ 2,200.00	$ 66,200.00				
10	611 W. Clarendale	Mowing Cycle	21	$ 80.00	$ 1,680.00	$ 129.00	$ 2,529.00				
11	1015 W. Wheatland Rd	Mowing Cycle	21	$ 80.00	$ 1,680.00	$ 129.00	$ 2,529.00				
12	203 Center Street (Landscape around Building)	Mowing Cycle	21	$ 286.00	$ 6,015.00	$ 264.00	$ 5,544.00				
	SECTION E TOTALS			$ 9,231.86	$ 174,963.36	$ 4,700.00	$ 94,934.00	-	$ -	-	$ -

	SECTION F: NEIGHBOR HOOD SERVICES	Service Performed	Annual Qty.	Original Bid Price: Cycle Price	Original Bid Price: Annual Price	BAFO Price: Cycle Price	BAFO Price: Annual Price
1	Small Residential Lot (10,000 sq. ft. or less)	Debris Abatement/ Mowing	As Needed		N/A	$ 150.00	
2	Medium Residential Lot (10,000-20,000 sq. ft.)	Debris Abatement/ Mowing	As Needed		N/A	$ 150.00	
3	Large Residential Lot (20,000 – 40,000 sq ft.)	Debris Abatement/ Mowing	As Needed		N/A	$ 200.00	
4	Lot Size not Otherwise Defined	As Needed	N/A	(Price will be negotiated with the awarded vendor)		(Price will be negotiated with the awarded vendor)	
5	Clean-up of Brush/ Debris Removal	As Needed	N/A	(Price will be negotiated with the awarded vendor)		(Price will be negotiated with the awarded vendor)	
6	Hauling (Removal) of Oversized Items	As Needed	N/A	(Price will be negotiated with the awarded vendor)		(Price will be negotiated with the awarded vendor)	
	NEIGHBOR HOOD SERVICES TOTALS			$ -	$ -	$ 450.00	$ -

	Alternate Bid Items Unit Pricing for Materials (Labor per Request)			$ 650.00	$ -	$ 632.50	$ -	-	$ -	-	$ -
	WATER LOTS/ PUMP STATIONS (SECTION A):			$ 726.00	$ 12,412.00	$ 1,032.00	$ 17,676.00	-	$ -	-	$ -
	FACILITY BUILDINGS & ARMSTRONG PARK (SECTION B):			$ 2,812.44	$ 81,853.84	$ 2,855.44	$ 83,943.00	134.33	$ 33,933.75	86.00	$ 27,033.00
	STREETS, MEDIANS, ROWS, LOTS (SECTION C):			$ 66,872.25	$ 724,895.30	$ 69,660.70	$ 629,662.80	12.00	$ 10,800.00	12.00	$ 12,000.00
	PARKS & PRESERVES (SECTION D):			$ 14,741.00	$ 329,859.00	$ 12,249.00	$ 321,664.00	302.00	$ 131,890.00	229.00	$ 104,054.00
	EDC VACANT LOTS & PROPERTY (SECTION E):			$ 9,231.86	$ 174,963.36	$ 4,700.00	$ 94,934.00	-	$ -	-	$ -
	NEIGHBOR HOOD SERVICES TOTAL (SECTION F):			$ -	$ -	$ 450.00	$ -	-	$ -	-	$ -
	Bid Total			$ 99,708.09	$ 1,357,787.82	$ 93,780.05	$ 1,167,554.40	$ 588.00	$ 181,216.75	$ 328.00	$ 143,187.00

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Consider Resolution 2025-434 approving a Sponsorship Agreement with Joe V's Smart Shop for the splash pad and pavilion at Armstrong Park.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
City staff, along with the City Attorney, have been working with representatives of Joe V's Smart Shop for several months regarding proposed sponsorship of the new splash pad and pavilion at Armstrong Park. Joe V's public affairs team has prepared a comprehensive signage/public art plan for the park area and the plan is included as an attachment to the agreement. It should be noted that there is very little use of the Joe V's Smart Shop logo and the designs are fun, whimsical and educational to enhance the user experience at the park. Joe V's will be responsible for the cost of the signage/art including its installation and on-going maintenance. The initial procurement/installation investment is estimated at $107,400.

Highlights of the Original Sponsorship Agreement:

- Joe V's Smart Shop will be the naming sponsor of the splash pad and pavilion at Armstrong Park.
- The term of the agreement is 20 years.
- After 20 years, Joe V's will have the right of first refusal for a new naming sponsor agreement.
- All signage will be approved by the City of Duncanville.
- The City will receive a total of $150,000 in three equal $50,000 payments: 14 days following approval of agreement, December 31, 2025, and December 31, 2026. Joe V's Smart Shop's total community investment including the procurement/installation of the signage/art is $257,400.

Following the Council Briefing on March 4, 2025, concerns were raised about the length of the sponsorship term. Staff discussed this with the Joe V's representatives and they are willing to lower the length of the terms to 15 years and $125,000 in sponsorship. This is the lowest terms they are willing to accept considering they are investing over $100,000 in the signage/art along with its maintenance. Should the Council prefer the revised terms, the agreement will be modified prior to its execution to reflect the terms below:

Highlights of a Revised Sponsorship Agreement:

- Joe V's Smart Shop will be the naming sponsor of the splash pad and pavilion at Armstrong Park.
- The term of the agreement is 15 years.
- After 15 years, Joe V's will have the right of first refusal for a new naming sponsor agreement.
- All signage will be approved by the City of Duncanville.
- The City will receive a total of $125,000 to be paid in the first 3 years. Joe V's Smart Shop's total community investment including the procurement/installation of the signage/art is $232,400.

The suggestion by Councilmember Veracruz to include Spanish has been incorporated into the signage and is shown in the revised presentation attached to Resolution 2025-434. In addition, Joe V's Smart Shop representatives shared their plans with the Cultural Arts Commission at their March 11, 2025 joint meeting with the Community Engagement Advisory Board as requested by Councilmember Gooden. Both entities were in favor of the Joe V's Smart Shop partnership and very appreciative of their commitment to our community.

The use of the Joe V's Smart Shop logo is limited in both size and scope in the planned improvements to the park area. As depicted in the presentation, six small logos are placed at the tops of the entrance sign, the four banners, and the directional sign. There is also a statement of Joe V's commitment to public art on one art ceiling panel under the pavilion and at the end of the two bench mosaics along with two small logos. There is no mention of Joe V's Smart Shop or logo incorporated into the sidewalk activity path.

POLICY EXPLANATION:
The City Council has the authority to approve sponsorship agreements and authorize the City Manager to complete its execution.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approve Resolution 2025-434 for the sponsorship of the splash pad and pavilion at Armstrong Park as originally proposed.
2. Approve Resolution 2025-434 with amended terms of 15 years and $125,000 sponsorship.
3. Do not approve Resolution 2025-434..
4. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-434 - Joe V's Sponsorship of Armstrong Splash Pad and Pavilion - Pdf

RESOLUTION NO. 2025-434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING RESOLUTION 2025-434 FOR A SPONSORSHIP AGREEMENT WITH JOE V's SMART SHOP FOR THE SPLASH PAD AND PAVILION IN ARMSTRONG PARK; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas desires to enhance the aesthetics and arts in Armstrong Park; and

WHEREAS, Joe V's Smart Shop desires to provide enhanced signage and visual arts to the Armstrong Park Splash Pad and Pavilion, with limited use of the Joe V's Smart Shop logo, through their Public Affairs community support program; and

WHEREAS, the terms of the sponsorship agreement are outlined in the attached Exhibit A with a monetary contribution to the City of Duncanville; and

WHEREAS, Joe V's Smart Shop is responsible for the procurement and installation of all improvements as well as maintenance of said improvements for the life of the sponsorship agreement.

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 approves Resolution 2025-434 for a sponsorship agreement with Joe V's Smart Shop for the splash pad and pavilion in Armstrong Park.

SECTION 2. The City Council of the City of Duncanville, Texas directs the City Manager, or his designee, to execute all appropriate documents.

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 18th day of March, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

CITY OF DUNCANVILLE
SPONSORSHIP AGREEMENT

This sponsorship agreement (the "**Agreement**") effective after signature by both parties and as of the date the last party signs below (the "**Effective Date**") is made and entered into by and between the CITY OF DUNCANVILLE, TEXAS (the "**City**"), and H-E-B, LP ("**Sponsor**"). The City and Sponsor are each referred to herein as a "**party**" and collectively as the "**parties**."

RECITALS

I. Sponsor is a food and general merchandise retailer operating over 300 supermarkets in Texas, including the H-E-B and Joe V's Smart Shop grocery store chains, amongst others.

II. The City is a municipality that, among other things, operates certain assets and facilities within the City, including Armstrong Park and the Splashpad and Pavilion at Armstrong Park (the "**Park Assets**").

III. Sponsor desires to sponsor the Park Assets operated by the City under the terms and conditions of this Agreement.

IV. The City has agreed to allow Sponsor to sponsor the Park Assets under the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. **Fees & Payment**.

a) **Sponsorship Fee**. In consideration of the rights, privileges, and benefits granted under this Agreement, Sponsor shall pay to the City a fee of **One Hundred and Fifty Thousand Dollars ($150,000)** (the "**Fee**"), which Fee shall be paid according to the following payment schedule:

i) **Fee Payment #1**: $50,000 due within 14 days of the Effective Date.

ii) **Fee Payment #2**: $50,000 due December 31, 2025.

iii) **Fee Payment #3**: $50,000 due December 31, 2026.

Payment may be made by wire transfer or by check made payable to the "City of Duncanville" and mailed to the City at its address set forth herein, or at such other address as is designated by the City in writing.

b) **Qualified Sponsorship Payment**. City will provide Sponsor no "substantial return benefit" as defined in Section 513(i) of the Code and accompanying regulations. The Fee is intended to be a "qualified sponsorship payment" within the meaning of Code Section 513(i) to the extent permitted by law, and the terms of this Agreement are intended to fall within the safe harbor established in the regulations under Section 513(i). The Fee is not compensation or reimbursement for services rendered, activities undertaken by the City on behalf of Sponsor, or income from a partnership or joint venture.

Exhibit A

c) **Other Fees**. City shall be solely responsible for its own fees and expenses incurred as a result of its performance under this Agreement, unless otherwise previously agreed to by Sponsor in writing.

2. **Sponsorship Benefits**.

a) **Naming Rights**. In exchange for Sponsor's payment of the Fee and subject to the terms and conditions of this Agreement, Sponsor shall receive the sponsorship benefits described in this Agreement and **Exhibit A**, including the naming rights associated with the Park Assets and related signage. The City shall use the Sponsor Trademarks (hereinafter defined) to identify Sponsor as a sponsor of the Park Assets through signage on the Park Assets and other agreed upon identification (the "**Naming**"). The Parties agree that the name **Joe V's Smart Shop** will be used in some form agreed to by the Parties to identify the Naming and the name H-E-B may be used with the naming if Sponsor so desires. No derivations of the authorized logo or marks will be used by the City. For all other wording on the Naming plaque and other signage, the City shall determine the format, materials, font, location, and other specifics of the Naming. Any and all naming rights provided herein are intended solely as recognition of Sponsor's support of the City and the Park Assets.

b) **Naming Term**. The Naming will last for the useful life of the Park Assets, as determined in the reasonable discretion of the City, but in no case less than 20 years unless earlier terminated pursuant to the terms of this Agreement. The Naming shall be subject to the terms and conditions of this Agreement, any limitations that may be imposed by applicable laws, city ordinances, rules, regulation, or policies, and/or requirements imposed by contracts with the City. If at any time during the Term, the aforementioned limitations should restrict the City from maintaining the Naming Signage referencing Sponsor or should such limitations or restrictions preclude City's provision of the sponsorship benefits contemplated by this Agreement, the City agrees to provide alternative make-good benefits that are mutually agreeable to the parties so long as Sponsor is current with its payment of the Fee. If one or more of the Park Assets should be deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or substantially modified, relocated, or replaced during the first twenty years of the relevant Park Assets useful life, the City or its successors in interest shall provide Sponsor with a mutually agreeable comparable naming rights option for no additional fee to Sponsor. Under no circumstances shall the City be required to return any funds paid by Sponsor to City. Sponsor may at any time and for any reason require that Sponsor Marks and name be removed from the Naming.

c) **Maintenance & Operation**. During the Term, the City agrees that while the Park Assets are in operation, the City or its affiliates will maintain Armstrong Park and the Park Assets in good operating condition at their sole cost and expense, consistent with the maintenance one would expect from other similar city parks. Without limiting the foregoing, such maintenance shall include maintaining clean and safe Park Assets, as well as related signage. The City further agrees that while the Splashpad is in operation, the City shall, at its sole cost and expense, operate and maintain the Splashpad Park Assets in good operating condition and shall promptly repair any damage to the Splashpad. Notwithstanding the foregoing, Sponsor understands and agrees that there is no guarantee, representation or warranty of security or protection provided by the City with respect to Armstrong Park or the Park Assets, which Park Assets may be subject to vandalism, defacement or other forms of damage from any number of different causes. All rights not specifically granted to Sponsor herein are exclusively reserved by the City.

d) **Cessation of Operation of Park Assets**. The City is entitled to modify or cease use of the Park Assets, and the City shall remain the exclusive owner of all rights in and to the Park Assets. If, for

any reason other than Sponsor's fault or Sponsor's non-payment of the Fee, the City ceases to operate or maintain the Park Assets during the first twenty years of the Naming and City is therefore unable to provide Sponsor with the benefits contemplated by this Agreement, then City will notify Sponsor of optional make-good pro-rata benefits of value equal to and in lieu of the Naming.

e) **Signage**.

i) **Signage**. In connection with the sponsorship benefits granted to Sponsor, Sponsor shall be entitled to have certain forms of exposure placed conspicuously in, on, around, and in connection with the Park Assets as detailed in **Exhibit A** (the "**Signage**"). The appearance, location, quantity, content, size, and manner of placement of the Signage shall be mutually agreed upon by the City and Sponsor and be consistent with local regulations and applicable laws, including building codes.

ii) **Production and Installation**. Sponsor shall be responsible for paying all costs and expenses associated with the design, permitting, preparation, production, delivery, mounting, and installation of the Signage.

iii) **Maintenance**. The City shall be responsible for paying the costs and expenses associated with the routine maintenance of all Signage.

iv) **Signage Change or Replacement**. In the event that the Signage is in need of replacement due to a substitution, modification or change of the Sponsor's name or branding guidelines during the Term, or should the Signage need to be replaced due to significant damage or deterioration that cannot be reasonably repaired through routine maintenance, Sponsor shall be responsible for all costs and expenses associated with the removal and replacement of such Signage. Upon termination or expiration of this Agreement or should Sponsor request that City cease using the Sponsor name in connection with the Park Assets, City shall be responsible for costs and expenses associated with the removal, destruction, or discarding of the Signage.

3. **Intellectual Property**.

a) **Sponsor Trademarks**. Sponsor hereby grants to City a limited, non-exclusive license to use the H-E-B name, the H-E-B logo, the JOE V'S SMART SHOP name and logo and such other trademarks that Sponsor provides to the City for use in connection with this Agreement (collectively, "**Sponsor Marks**") solely to identify Sponsor as a supporter of the City and a sponsor of the Park Assets. It is understood that Sponsor is the sole owner of all right, title, and interest to all Sponsor Marks. The City will seek approval from Sponsor for use of Sponsor Marks. Except for installation of the original plaque and signage for the Naming, the parties agree that the City need not obtain additional approval for identical or substantially similar usage of the Sponsor Marks previously approved by Sponsor. In connection with the licensed use of the Sponsor Marks, the City shall (1) maintain the same high quality control standards for all services that the City presently uses for its own marks and consistent with the reasonable commercial practices in the City's industry; and (2) not commence any new use, appearance, or format of the Sponsor Marks without first obtaining written consent from Sponsor.

b) **Approval**. The City agrees to submit to Sponsor, at the email address set forth in this Agreement, for Sponsor's examination and approval or disapproval, in advance of use, a complete and accurate sample of any proposed use of the Sponsor Marks. Sponsor agrees it will promptly

examine and either approve or disapprove such submissions and that it will promptly notify the City of its approval or disapproval. Sponsor agrees that it will not unreasonably disapprove any such submission and, if any proposed use is disapproved, Sponsor shall promptly advise the City in writing of the specific reasons for disapproval in each case. Sponsor agrees that any materials properly submitted to Sponsor by City for review may be deemed by City to have been approved if the same are not disapproved in writing within seven (7) business days of confirmation of receipt by Sponsor, and confirmation of receipt shall not be unreasonably delayed.

4. **No Endorsement**. Under no circumstances will the City be expected to endorse or promote Sponsor or its products or services, nor will any such endorsement or promotion be implied or construed based on the City's acceptance of the Fee or the City's recognition of Sponsor. Sponsor shall not state or imply, orally or in writing, that the City, or its respective officers, directors, or employees, endorse Sponsor or its products or services.

5. **Reserved Rights for Advertising**. Sponsor acknowledges the right of the City to designate advertisers and sponsors and authorize advertising and naming at Armstrong Park, provided that Sponsor will be the sole and exclusive sponsor in the grocery store, supermarket and supercenter retail category including without limitation, brick-and-mortar stores; online retailers (including retailer and the online retail activities of brick-and-mortar stores); and delivery services in the aforementioned categories (the "**Category**"). For purposes of this Agreement, the Category includes, but is not limited to the following: Walmart, Target, Kroger, Albertson's, Costco, Whole Foods Market, Sam's Club, Trader Joe's, Sprouts, Aldi, Winco, Tom Thumb, Randall's, Safeway, Instacart, Shipt, Jet.com, and each of their respective affiliates, and Amazon solely as it specifically relates to the Amazon Grocery/AmazonFresh/Prime Pantry/Food business units, products, services, and operations.

6. **Term**. The "**Term**" of this Agreement shall commence on the Effective Date and, unless sooner terminated as provided in this Agreement, shall remain in effect for the useful life of the Park Assets or for a period of twenty (20) years from the Effective Date, whichever is longer.

7. **First Right of Refusal**. Upon expiration of the useful life of the Park Assets and should City desire to continue operating the Armstrong Park area containing the Splashpad & Pavilion or the area designated with the Naming (the "**Designated Area**"), the City shall approach Sponsor to request additional funding for park improvements and/or park renovations specifically related to the Designated Area (the "**First Right of Refusal**"). Upon receipt of such a request, Sponsor shall have a period of ninety (90) days to evaluate the request and notify the City in writing of its decision whether to provide the requested additional funding.

   a) Should Sponsor decline to provide the requested funding or fail to respond within the ninety (90) day period, the City shall have the right, but not the obligation, to seek alternative sponsorship for the Designated Area from other entities on terms similar to those proposed to Sponsor.

   b) Should Sponsor agree to provide the requested funding, the terms and conditions for the additional funding shall be mutually agreed upon by the City and Sponsor and shall be formalized in a written amendment to this Agreement.

   c) This First Right of Refusal shall apply solely to requests for additional funding related to park improvements and/or park renovations in the Designated Area.

8. **Termination**.

a) **Termination for Default**. If either party at any time during the Term shall fail to observe or perform any of the covenants, agreements or obligations hereunder, including but not limited to failure to make any payment of any sum of money herein specified to be made, then the non-defaulting party may terminate this Agreement if the default remains uncured fifteen (15) days after the defaulting party shall have received written notice of such default. Failure to terminate this Agreement pursuant to this section shall not affect or constitute a waiver of any remedies the non-defaulting party would have been entitled to demand in the absence of this Section, whether by way of damages, termination or otherwise. Termination of this Agreement for whatever reason shall be without prejudice to the rights and liabilities of either party to the other in respect of any matter arising under this Agreement, subject, however, to the limitations set forth in this Agreement.

b) **Termination for Insolvency**. Either party may terminate this Agreement immediately upon written notice to the other party if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9. **Consequences of Termination**. If this Agreement should be terminated early due to any of the foregoing and Sponsor has not made full payment of the Fee, City may elect to remove Sponsor's name from the Naming and Signage. Once this Agreement is terminated, the obligations of the parties shall cease, including but not limited to Sponsor's payment obligations and City's provision of sponsorship benefits to Sponsor. Further, City shall not be required to return any portion of the Fee already paid. City, however, may in its reasonable discretion determine an alternative form of recognition for the portion of the Fee already received so long as Sponsor has not requested that City cease use of the Sponsor Marks in connection with the Naming. Sponsor may at any time and for any reason require that Sponsor Marks and name be removed from the Naming and Signage.

10. **Representations & Warranties**.

a) **Mutual**. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) entering into this Agreement will not violate the rights of any third party; (d) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized; (e) it shall perform its obligations hereunder in full compliance with the requirements of all applicable federal, state and local laws, regulations and ordinances; and (f) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

b) **By Sponsor**. Sponsor further represents and warrants that the Sponsor Marks and the City's use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate or otherwise violate any rights of any third party.

Exhibit A

11. **Submissions and Notices**. Any notices required or permitted hereunder shall be considered as duly made if delivered by mail, express package or delivery service, email or hand delivery to the party for which it is intended at the following address:

If to the City, addressed to it at:
City of Duncanville
Attention: Bart Stevenson, Director of Parks and Recreation
With copy to: Chief Procurement Officer and City Attorney
203 E. Wheatland Road
Duncanville, Texas 75116
Telephone: (972) 780-5076
Email: bart.stevenson@duncanvilletx.gov
purchasing@duncanvilletx.gov

If to Sponsor, addressed to it at:
H-E-B, LP
646 South Flores
San Antonio, Texas 78204
Attention: Public Affairs & Sponsorships
Email: Jewasko.Kristina@heb.com

Courtesy copy that shall not service as legal notice to:
legal@heb.com and Bailey.Suzanne@heb.com

12. **Indemnification**.

a) **Indemnification by City**. To the extent permitted by the laws and constitution of the State of Texas, City shall defend, indemnify and hold harmless Sponsor and Sponsor's subsidiaries, affiliates, officers, directors, employees, agents, and assigns (collectively, "**Sponsor Indemnitees**") from and against any and all suits, actions, claims, losses, demands, damages, liabilities, costs, and expenses of every kind, including costs and reasonable attorneys' fees (collectively "**Losses**") that relate to or result from: (i) any personal injury, death, or damages to any person or property arising out of or related to operation of the Park Assets in whole or in part, or the performance of City's obligations hereunder or the failure of City to perform its obligations hereunder; (ii) City's violations of the rights of any third parties, except to the extent based on approved use of Sponsor Marks; (iii) City's breach of contractual or other legal obligations to any third parties; or (iv) City's material breach of or default under any provision of this Agreement. Should only a portion of the foregoing indemnity obligations be permitted by the laws and constitution of the State of Texas, the fact that the indemnity is not permitted in full shall not relieve the City of its obligations to the extent those obligations are permitted.

b) **Indemnification by Sponsor**. Sponsor shall defend, indemnify and hold harmless City, its city council employees, authorized agents, officers, licensors, licensees and representatives and assigns (collectively, "**City Indemnitees**") from and against any and all Losses that relate to or result from: (i) any alleged infringement upon or violation of any trademark or other intellectual property right related to the use, adoption or display of the Sponsor Marks (so long as the use was previously approved by Sponsor), (ii) Sponsor's breach of contractual or other legal obligations to any third parties related to the Sponsor Marks, or (iii) Sponsor's material breach of or default under any provision of this Agreement.

Exhibit A

c) **Notice & Cooperation**. After receipt of any third-party claim or notice of the commencement of any proceeding against it, the indemnified party shall give prompt notice to the indemnifying party of such claim if a claim for indemnification is to be made under this section. The indemnifying party will have a reasonable opportunity to defend or settle the claims at its own expense and with counsel of its own selection. The parties agree to provide to each other such assistance as may reasonably be requested to ensure a proper and adequate defense. Notwithstanding the foregoing, the indemnified party shall at all times have the right to fully participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement. Except to the extent an indemnifying party fails to defend or indemnify an indemnified party as required, an indemnified party shall not make a settlement of any claims on behalf of an indemnifying party without the prior written consent of the indemnifying party. Moreover, the indemnifying party shall control the defense and the indemnified party agrees not to unreasonably withhold consent from a reasonable settlement proposed by the indemnifying party. The indemnification provisions of this entire Agreement shall survive the termination or expiration of this Agreement.

13. **Reservation of Rights**. The City shall retain sole decision-making authority on all aspects of the Park Assets. Sponsor's sponsorship is accepted solely for the purpose of generating revenue for the City and not for the purpose of establishing a forum for communication. Other than the initial press release advising the public of Sponsor's sponsorship of the Park Assets, which press release will be mutually agreed upon by the parties, Sponsor will seek approval from the City should Sponsor wish to advertise its sponsorship of the Park Assets. The City shall retain final editorial authority to publish and/or to accept or reject the proposed advertisement. Neither this Agreement nor City's acceptance of Sponsor's advertising submission or the sponsorship itself shall constitute City approval or endorsement of Sponsor or any product, service, organization or issue referenced in the advertising or sponsorship, nor shall acceptance of advertising or this sponsorship from Sponsor or any other party determine whether the City will purchase goods or services from such party through the City's formal procurement process. Except as other expressly agreed in this Agreement, City is not in any way restricted by this Agreement from granting sponsorship rights to others, including competitors of Sponsor, as may be determined by City in its sole discretion.

14. General Provisions.

a) **Assignment.** This Agreement, and the rights and obligations set forth herein, shall not be assignable by either party without the prior written consent of the other party, which may be withheld in such party's sole discretion.

b) **Limitations of Agreement**. City ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Sponsor to the City under any ordinance, whether now existing or in the future arising.

c) **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

d) **No Joint Venture**. The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any

Exhibit A

relationship between the parties other than an independent contractor relationship. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each party shall be responsible for any and all suits, demands, costs or actions approximately resulting from its own individual acts or omissions.

e) **Governing Law and Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Dallas County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Dallas County, Texas.

f) **Attorneys' Fees**. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between the City and Sponsor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

g) **Consideration**. This Agreement is executed by the parties without coercion or duress and for valuable consideration, the sufficiency of which is forever confessed.

h) **Severability**. All provisions of this Agreement are severable. If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

i) **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof, and is signing the same solely of its own judgment.

j) **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

k) **Waiver**. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

l) **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, the City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

m) **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

n) **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A digital signature will also be deemed to constitute an original if properly executed and delivered to the other party.

o) **Dispute Resolution**.

If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief, nor does it preclude the filing of a lawsuit following a mediation. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and Sponsor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and Sponsor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation. The decision of the mediator will be non-binding and following mediation, if the matter is not settled the parties may proceed to litigation.

The parties have executed this Agreement and caused this Agreement to be effective when all parties have signed it below.

THE CITY OF DUNCANVILLE, TEXAS	**H-E-B, LP**
By: _____	By: _____
Printed Name: Doug Finch	Printed Name: Winell Herron

Exhibit A

Title: __City Manager_____

Date: _____

Title: Group VP of Public Affairs, Diversity and Environmental Affairs, H-E-B

Date: _____

Exhibit A

EXHIBIT A

Sponsor Benefits
Park Assets: Splashpad and Pavilion

DESIGNATION. H-E-B, Joe V's Smart Shop, and H-E-B owned entities to each be named as an "Official Partner" of the City of Duncanville. During the Term, Sponsor shall have the right to use the designations "Official Partner of the City of Duncanville," "Official Sponsor of Armstrong Park," "Official Sponsor of the City of Duncanville" and "Official Partnership" or otherwise note that Sponsor is an Official Partner of the City in connection with marketing and advertising, subject to prior written approval of the City of each marketing or advertising use.

NAMING RIGHTS FOR PARK ASSETS. **Armstrong Park Splashpad and Pavilion**

Sponsor is granted the Naming rights of the Armstrong Park Splashpad and Pavilion.

- The name of the Splashpad and Pavilion shall be mutually agreed upon in writing by the parties but shall include Sponsor's mark JOE V'S SMART SHOP, JOE V'S or other derivative of the mark as expressly approved by Sponsor.
- Signage placements on and around the Splashpad and Pavilion in accordance with the Signage Section of the Agreement.
- Landmark signage designating entire park area to be in accordance with the Signage Section of the Agreement.

WAIVER OF RENTAL FEES. The City waives the rental fees for Sponsor to reserve and rent the Pavilion area one time per year during the Term.

PUBLIC AFFAIRS

Duncanville Splash Pad & Pavilion

03.10.25

H-E-B DESIGN + ENGINEERING

Public Affairs: Duncanville: Joe V's Splash Pad & Pavilion



Scale 1/32" = 1'

DESIGN INTENT

This artwork is for presentation purposes only, and NOT approved for final production.

smb://MacStore/F_PDData/PDData/plandesign1/8_OTHER/00_MISC_2025 Projects/25-2101_Duncanville_Splash_Pad/01_25-2101_Working_Files/25-2101_PA_Duncanville_Splash_Pad_Presentation_bh_031025.ai

Public Affairs

03.10.2025

Public Affairs
Duncanville
Splash & Pavilion

Splashpad Name/Logo



REFERENCE PROJECT:

TEXAS STATE AQUARIUM

H-E-B SPLASH PARK

DESIGN INTENT

This artwork is for presentation purposes only, and NOT approved for final production.

Banners





DESIGN INTENT

This artwork is for presentation purposes only, and NOT approved for final production.

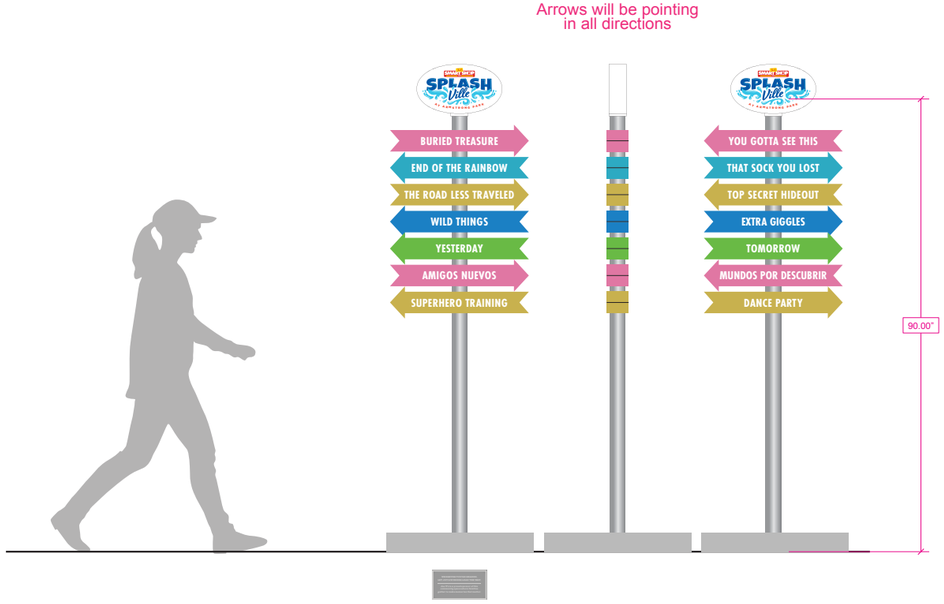
smb://MacStore/F_PDData/PDData/plandesign1/8_OTHER/00_MISC_2025 Projects/25-2101_Duncanville_Splash_Pad/01_25-2101_Working_Files/25-2101_PA_Duncanville_Splash_Pad_Presentation_bh_031025.ai

Public Affairs

03.10.2025

Public Affairs
Duncanville
Splash & Pavilion

Whimsical Directional Sign



Inspiration reference



Plaque Text

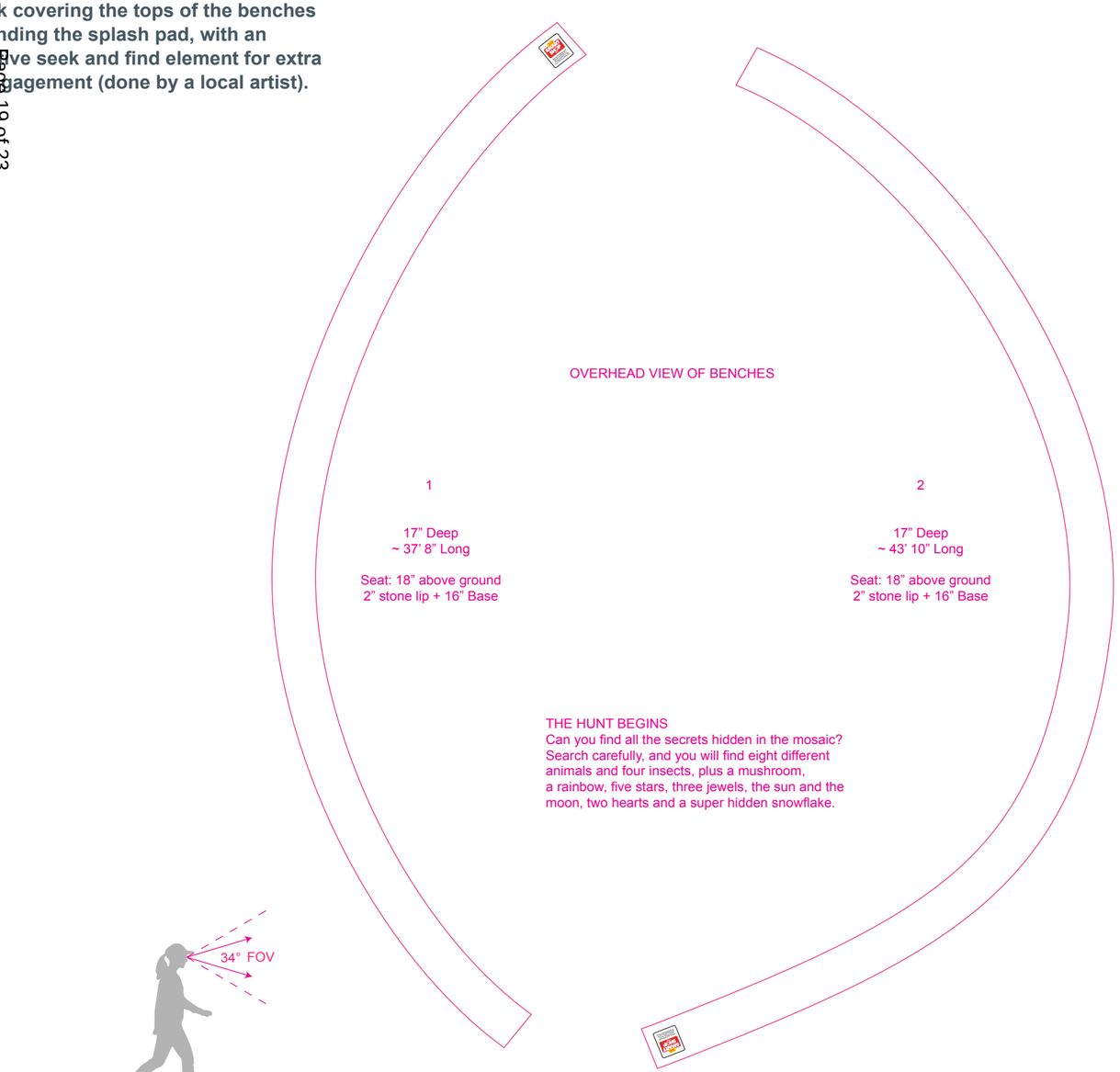
WHEREVER YOU'RE HEADED, LET JOY & WONDER LEAD THE WAY.
Joe V's is a proud sponsor of this community space where families gather to make memories that matter.

DESIGN INTENT

This artwork is for presentation purposes only, and NOT approved for final production.

Bench Mosaic

Artwork covering the tops of the benches surrounding the splash pad, with an interactive seek and find element for extra play engagement (done by a local artist).



Site pics



Palette (matches splash pad)



STYLISTIC REFERENCE

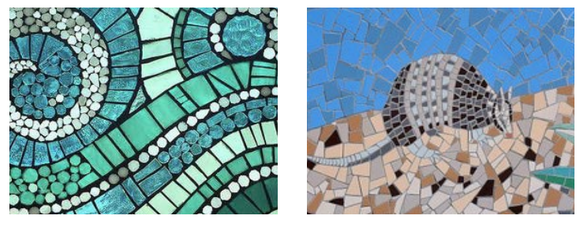
Content: Absract florals and other natural elements



Waves and ripples

Geometric patterns and starbursts





DESIGN INTENT

This artwork is for presentation purposes only, and NOT approved for final production.

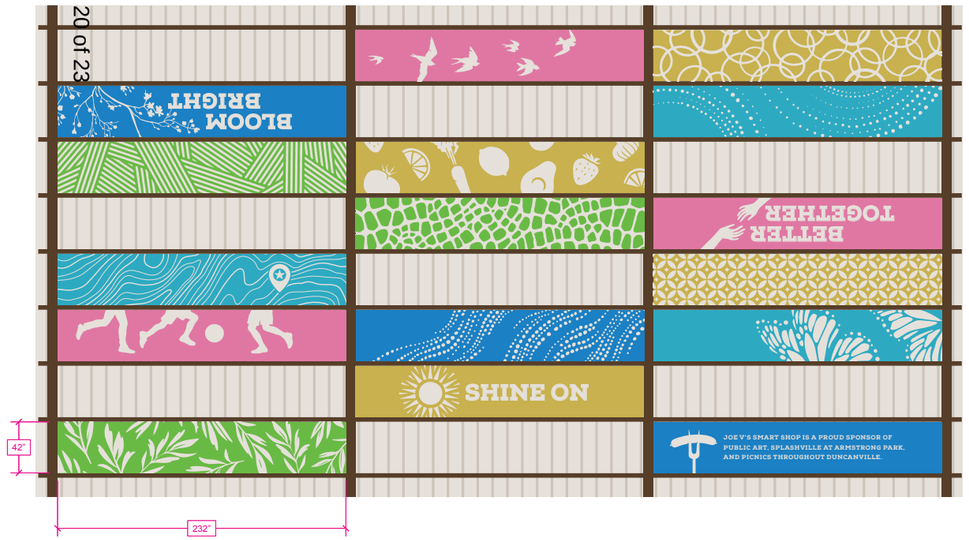
smb://MacStore/F_PDData/PDData/plandesign1/8_OTHER/00_MISC_2025 Projects/25-2101_Duncanville_Splash_Pad/01_25-2101_Working_Files/25-2101_PA_Duncanville_Splash_Pad_Presentation_bh_031025.ai

Public Affairs

03.10.2025

Public Affairs
Duncanville
Splash & Pavilion

Pavilion Art Ceiling



Palette (matches splash pad)





Painted or printed metal sheets



Painted cut metal sheet

DESIGN INTENT

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smb://MacStore/F_PDData/PDData/plandesign1/8_OTHER/00_MISC_2025 Projects/25-2101_Duncanville_Splash_Pad/01_25-2101_Working_Files/25-2101_PA_Duncanville_Splash_Pad_Presentation_bh_031025.ai

Public Affairs

03.10.2025

Public Affairs
Duncanville
Splash & Pavilion

Sidewalk Activity Path

DESIGN INTENT

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smb://MacStore/F_PDData/PDData/plandesign1/8_OTHER/00_MISC_2025 Projects/25-2101_Duncanville_Splash_Pad/01_25-2101_Working_Files/25-2101_PA_Duncanville_Splash_Pad_Presentation_bh_031025.ai

Public Affairs

03.10.2025

Public Affairs
Duncanville
Splash & Pavilion

Cost Breakdown

Splashpad sign Option A (with concrete footing)
2 sided aluminum panel sign with digital print graphics finished with UV laminate and 18” diameter concrete footing — $1,050

Splashpad sign Option B (installed on existing pole)
2 sided aluminum panel sign with digital print graphics finished with UV laminate — $585

Banners
4 aluminum signs with digital print graphics and film UV laminate, with painted black brackets — $6,300*

Directional sign
Aluminum arrows with painted finish, returns all sides, cut vinyl letters, concrete pad & pad with aluminum plaque recessed. Note: ADA compliance? — $6,850

Bench mosaic
Approximately 115 sq ft of mural design. Includes preliminary design drawings, materials, freight, installation, travel and labor/fabrication. — $38,400

Pavilion art ceiling panels
3mm ACM, direct print panels with UV laminate and seam at center — $31,440

Picnic pavilion corner signs
CNC routed aluminum, painted all sides, authorization needed to drill into structural steel for attachment — $6,490

Sidewalk activity path
Using approximately 10 different colors in Biostripe, Marking and Zoning paint and concrete floor enamel that would last in pedestrian zone at least 5 years. — $10,300

Additional expenses from Comet Signs
Surveys, freight and crate, travel time, permit acquisition fees — $5,985*

TOTAL — $107,400

*These costs are based on earlier art and some incomplete information.
Banners: We added an additional banner, but will simplify the fabrication so we expect this amount to decrease.
Additional expenses: Pending new information (when signs can be installed, day vs. night, for example) additional fees might apply.

DESIGN INTENT
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smb://MacStore/F_PDData/PDData/plandesign1/8_OTHER/00_MISC_2025 Projects/25-2101_Duncanville_Splash_Pad/01_25-2101_Working_Files/25-2101_PA_Duncanville_Splash_Pad_Presentation_bh_031025.ai

Public Affairs
03.10.2025

Public Affairs
Duncanville
Splash & Pavilion

DUNCANVILLE SPLASH PAD & PAVILION

THANK YOU

03.10.25

H-E-B DESIGN + ENGINEERING

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Consider a Resolution approving the annual fee for SeeClickFix.

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:
Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:
The City first partnered with CivicPlus in **November 2021**, launching the platform as **OurDuncanville** in **November 2022**. Since then, **over 304 users** have submitted over **3,308 service requests** through the platform.

SeeClickFix allows residents to **report concerns, track requests, and receive updates directly from City staff**, enhancing **transparency and accountability**. The City Council's approval ensures the continued use of this tool to support **efficient communication** between residents and City departments. The City Manager is authorized to execute the necessary documents for this expenditure.

POLICY EXPLANATION:
Approval of the annual service fees with **CivicPlus** to continue using the **SeeClickFix** citizen reporting software. For **Fiscal Year 2025**, the City anticipates an expenditure of **$57,302.45** to maintain this service. Upon approval, the **City Manager will be authorized** to execute the necessary documents related to this expenditure.

FUNDING SOURCE:

ORG and Object Number
01011500-700233

Available Budget	**Purchase Amount**	**After Encumber**
$60,000.00	$57,302.45	$2,697.55

ACTION ALTERNATIVES:

1. City Council approves Resolution for the SeeClickFix annual fee in the expenditure amount of $57,302.45.
2. City Council does not approve the annual fee for SeeClickFix.
3. Other actions as directed by Council.

ATTACHMENTS:

2024-11-01 - CivicPlus - 316000
Resolution No. - 2025-442 - SeeClickFix Annual Fee - Pdf
SeeClickFixSigned - CivicPlus

CIVICPLUS

Invoice

PAST DUE

#316000

11/1/2024

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

REVIEWED
By Alex Hamby at 9:13 am, Mar 07, 2025
Alex Hamby

Bill To

Accounts Payable
City of Duncanville TX
PO Box 380280
Duncanville Texas 75138

TOTAL DUE

$57,302.45

Due Date: 12/1/2024

Terms	Customer	Approving Authority
Net 30	City of Duncanville, TX	

Qty	Item	Start Date	End Date
1	Custom IdP Integration Annual Fee	11/1/2024	10/31/2025
1	Unlimited gov user licenses for citizen relationship management with service request and work order management and a multi-channel communications inbox.	11/1/2024	10/31/2025
1	Marketplace App Annual	11/1/2024	10/31/2025
1	Feature Service within ArcGIS to display your request data in internal reports, public maps and Open Data Portals	11/1/2024	10/31/2025
1	SeeClickFix-hosted integration with EnerGov (Tyler Technologies), for code cases. Requires version 2019.3 or later.	11/1/2024	10/31/2025
1	SeeClickFix-hosted integration with Tyler EAM (formerly Munis Work module). Requires Asset Maintenance API Toolkit.	11/1/2024	10/31/2025

Total	$57,302.45
Due	**$57,302.45**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

RESOLUTION NO. 2025-442

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING ANNUAL RECURRING SERVICE FEES WITH CIVICPLUS FOR CITIZEN REPORTING SOFTWARE KNOWN AS SEECLICKFIX, WITH AN ANTICIPATED FISCAL YEAR 2025 EXPENDITURE OF $57,302.45; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, WHEREAS, the City of Duncanville entered into an agreement with CivicPlus in November of 2021 to utilize the services of an online citizen reporting software known as SeeClickFix; and

WHEREAS, WHEREAS, the software went live in November of 2022, branded as OurDuncanville, and over 304 unique users have signed up for the service, with more than 3,308 service requests received; and

WHEREAS, WHEREAS, SeeClickFix offers the opportunity for residents to submit concerns, complaints, and requests, track the status of the items they submit, and receive responses directly from staff regarding the items they submit; and

WHEREAS, WHEREAS, the public sharing of the concerns, complaints, and requests creates the opportunity for increased transparency and accountability between staff and the residents of Duncanville; and

WHEREAS, WHEREAS, the City Council of the City of Duncanville, Texas, desires to approve an annual recurring service agreement with CivicPlus for the continued use of its citizen reporting software known as SeeClickFix, with an anticipated fiscal year 2025 expenditure of $57,302.45, and to authorize the City Manager to execute the necessary documents related to said expenditure.

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

SECTION 1. The City Council of the City of Duncanville, Texas, does hereby approve the annual service fees with CivicPlus for the continued use of its citizen reporting software known as SeeClickFix, with an anticipated fiscal year 2025 expenditure of $57,302.45, and to authorize the City Manager to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of March, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

SeeClickFix Pricing

CivicPlus
302 S 4th Street
Manhattan, KS 66502

Prepared for:
Duncanville TX
, ,

Prepared by:
Andrew Shetty
Account Executive
andrew.shetty@civicplus.com
(203) 349-6685

Issue Date:
10/29/2021
Pricing Expires:
11/19/2021

Product Name	DESCRIPTION	QTY	TOTAL
SeeClickFix Pro	Unlimited gov user licenses for citizen relationship management with service request and work order management and a multi-channel communications inbox.	1.00	USD 26,275.26
SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	1.00	USD -13,137.63
Marketplace App Annual	Marketplace App Annual	1.00	USD 7,595.99
SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	1.00	USD -3,798.00
SeeClickFix Connector for ArcGIS (1-way)	Feature Service within ArcGIS to display your request data in internal reports, public maps and Open Data Portals	1.00	USD 1,139.40
SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	1.00	USD -569.70
SeeClickFix Connector for EnerGov	SeeClickFix-hosted integration with EnerGov (Tyler Technologies), for code cases. Requires version 2019.3 or later.	1.00	USD 7,595.99
SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	1.00	USD -3,798.00
SeeClickFix Connector for Tyler EAM	SeeClickFix-hosted integration with Tyler EAM (formerly Munis Work module). Requires Asset Maintenance API Toolkit.	1.00	USD 5,696.99
SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	1.00	USD -2,848.50
SeeClickFix Virtual Training	SeeClickFix Virtual Training	1.00	USD 0.00
SCF Custom IdP Integration Package	Custom IdP Integration Package	1.00	USD 0.00
SeeClickFix Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	1.00	USD 1,196.37
SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	1.00	USD -598.19
SeeClickFix Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	1.00	USD 1,575.00
		TOTAL:	USD 26,324.98

~~List Price - Year 1 Total~~	~~USD 66,740.96~~

Total Investment - Year 1	USD 26,324.98
Annual Recurring Costs - Year 2	USD 51,975.00

*Annual Recurring Costs are subject to 5% annual technology uplift beginning in year 2 of service.

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://legal.seeclickfix.com/terms-and-conditions-cp/ ("MSA"), to which this SOW is hereby attached as the SeeClickFix Statement of Work, and The Interlocal Purchasing System Contract #190701. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 90 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 (the sum of the One Time Costs and the Recurring Costs) will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Renewal Term Annual Recurring Costs shall be invoiced on the start date of each Renewal Term.

5. Client agrees to use the CivicService SeeClickFix service (the "Service") in ways that conform to all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act (if Client uses "Conversations"). Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.

6. CivicPlus does not own any data, information, or material that Client, or its constituents, submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

7. If the "Conversations" line item is included in this SOW above, the following terms shall apply: The text message (SMS/ MMS) comes with unlimited lines and up to 25,000 messages per month. If text usage exceeds the set usage amounts included herein, additional text will be invoiced to the Client at $0.01 per message in arrears at the end of the then-current term in which the additional charges are incurred. In the event Client exceeds the set usage amounts herein, CivicPlus will provide Client with report that displays such excess usage with the invoice. CivicPlus will use its best efforts to notify the Client in the event Client exceeds the usage amounts in any month.

Acceptance

The undersigned has read and agrees to the following Terms and Conditions, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date: https:// legal.seeclickfix.com/terms-and-conditions-cp/

Client	CivicPlus
By: Aretha Ferrell-Benavides	By:
Name: Aretha Ferrell-Benavides	Name:
Title: City Manager	Title:
Date: 11-01-2021	Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization City of Duncanville URL www.duncanville.com

Street Address 203 E Wheatland Rd

Address 2

City Duncanville State TX Postal Code 75116

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Tracy Beekman / 214-605-7496

Emergency Contact & Mobile Phone Alex Hamby / 972-780-5043

Emergency Contact & Mobile Phone Jesus Rodela / 972-768-8589

Billing Contact Accounts Payable E-Mail lwren@duncanville.com

Phone 972-780-5000 Ext. Fax

Billing Address PO Box 380280

Address 2

City Duncanville State TX Postal Code 75138

Tax ID # 75-6004591 Sales Tax Exempt #

Billing Terms Account Rep Andrew Setty

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [X]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

CivicPlus Terms and Conditions, SeeClickFix Services

These Terms and Conditions, inclusive of the Scope of Work ("the SOW") to which they are inextricably linked (collectively referred to as this "Agreement"), will apply as of the Effective Date (the date of signature specified in the SOW) to the customer signing the SOW ("Customer") in relation to CivicPlus, LLC a Kansas limited liability company, located at 302 S 4th Street, Manhattan, KS 66502 ("CivicPlus") (individually referred to as "Party" and collectively the "Parties"). WHEREAS, the Customer desires that CivicPlus provide certain software services as described in the SOW. WHEREAS, CivicPlus desires to deliver such software services under these terms and conditions.

- **A. Term and Termination**

    1. CivicPlus and the Customer will implement the SeeClickFix services described in the SOW (the "Services") as soon as reasonable. These Terms and Conditions will apply throughout the SOW-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year (the "Term"), and shall include changes to these Terms and Conditions which may be enacted by CivicPlus alone. Should either Party decide not to extend the term, such Party must notify, in writing, the other Party at least 90 days prior to the end of the current term.

    2. Termination for Cause. If either Party fails to perform any of its material obligations under these Terms and Conditions and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting Party may, by giving written notice to the other Party, terminate all services as of the date specified in such notice of termination.

    3. Upon termination of this Agreement, the licenses granted to Customer by Section D.3, below, will terminate; customer shall cease all use of the CivicPlus Material and the Services listed in the SOW.

4. The following Sections and any payment obligations hereunder shall survive any expiration or termination of service: A(4), D, E, G and H (except H.4).

- **B. Invoicing and Payment Terms**

1. Invoices for the Services will be sent electronically to the individual/entity designated in the SOW and Contact Sheet provided to Customer, which is to be filled out and submitted by Customer. Customer shall provide accurate, current and complete information of Customer's legal name, address, email address, and phone number, and maintain and promptly update this information if it should change. CivicPlus will email all invoices to the email address designated in the Contact Sheet. Upon request CivicPlus will mail invoices, and Customer will be charged a $5.00 convenience fee.

2. Payment is due 30 days from date of invoice. Unless otherwise permitted by law, a finance charge of 1.5% per month or $5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

3. If Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, annual hosting services will be discontinued and the Customer's Services will no longer be active until the Customer's account is made current. Customer will be given 30 days' notice prior to discontinuation of the Services for non-payment.

4. CivicPlus passes through sales tax in those jurisdictions where such tax is required. If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15)

days of contract signing, and the fees owned by Customer under this Agreement will not be taxed. If the Customer's state taxation laws change, the Customer will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Customer for past due taxes.

- **C. Services of CivicPlus**

    1. CivicPlus will provide, on a hosted, software-as-a-service basis, access to the Services described in the SOW, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos ("User Content"). While the content of users of the Software is governed by CivicPlus's published Terms of Use and Privacy Policy, CivicPlus may not be able to control the exact nature of the User Content. CivicPlus reserves the right, not the obligation, to edit User Content. Although CivicPlus may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.

    2. *Service Uptime*. CivicPlus shall use all reasonable commercial efforts to ensure that the Service is available 99.9% of the time in any three month period (excluding scheduled maintenance).

- **D. Ownership**

    1. CivicPlus shall be the sole and exclusive owner of any and all software, materials or other original works created by or licensed to CivicPlus prior to the execution of the SOW ("CivicPlus Materials"), including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under U.S.C. Title 17 and Title 35,

respectively) by whomever developed or created them. No ownership of any CivicPlus Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the Customer. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

2. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Materials in any way; (ii) modify or make derivative works based upon any CivicPlus Materials; (iii) create internet "links" to the CivicPlus Materials or the Software or "frame" or "mirror" the administrative access to the CivicPlus Materials on any other server or wireless internet-based device; or (iv) reverse engineer or access any CivicPlus Materials in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Materials, or (c) copy any ideas, features, functions or graphics of any CivicPlus Materials.

3. Provided Customer complied with the terms and conditions herein, the SOW, the Terms of Use and Privacy Policy and the license restrictions set forth in Section D.2, CivicPlus hereby grants Customer a limited nontransferable, nonexclusive, license to access and use the CivicPlus Materials associated with any valid and effective SOW, for the Term of the SOW.

- **E. Exclusions of Warranties and Limitations of Liability**

1. CIVICPLUS MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CUSTOMER, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SOFTWARE, CIVICPLUS MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER CIVICPLUS NOR THE CUSTOMER SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY CIVICPLUS FROM THE CUSTOMER FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR $5,000 WHICHEVER IS LESS.

2. CivicPlus will not be liable for any act, omission, negligence or defect in the quality of service of any underlying carrier, licensor or other third party service provider whose facilities or services are used in furnishing any portion of the Services received by the Customer.

   CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf.

- **F. Customer's Responsibilities**
  1. CivicPlus will provide the Services and manage the Customer data and content in compliance with the SeeClickFix Data Retention Policy and Terms of Use. Customer understands and agrees that it has sole discretion over the solicitation, collection, storage or other use of end-users' personally identifiable information, including sharing with third parties, on any of the Services provided by CivicPlus and CivicPlus discourages the solicitation and collection of any end user

personally identifiable information. Customer further understands and agrees that Customer is solely responsible for the use or storage of end-users' personally identifiable information in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the Customer or by any third party of personally identifiable information.

2. To the extent it may apply to any of the Services or deliverables of the SOW, user logins are for designated individuals chosen by Customer ("Users") and cannot be shared or used by more than one User. Customer will be responsible for the confidentiality and use of User's passwords and usernames. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer data, and all other data of any kind contained within emails or otherwise entered electronically through the Services, CivicPlus Materials, or under Customer's account. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Materials and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Materials and any loss or theft or unauthorized use of any User's password or username and/or personal information.

3. Customer shall comply with all applicable local, state, and federal laws, ordinances, regulations, and conventions in connection with its use of the Services or any CivicPlus Materials.

- **G. Arbitration, Governing Law and Venue**

1. The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a Party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall

be referred to arbitration for final and binding resolution. Either Party to these Terms and Conditions may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each Party specifically agrees and acknowledges that this Section G is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section G. Each Party warrants and represents to the other party that this Section G is valid and enforceable and the other party will incur damages if such representation is false.

2. The laws of United States and the State of Kansas shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each Party hereby submits to the jurisdiction of the State of Kansas and federal courts located in the State of Kansas.

- **H. General**

1. Independent Contractor Relationship. CivicPlus is acting as an independent contractor under these Terms and Conditions and nothing in these Terms and Conditions shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the Parties. Neither Party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.

2. Force Majeure. No Party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if

the delay or failure to perform is due to any cause beyond the control of such Party, including without limitation, catastrophic storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause beyond the control of the non-performing Party.

3. Any notice to be given hereunder to any other Party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to CivicPlus: CivicPlus, LLC, Attn: Contract Administrator to accounting@civicplus.com, with an email response confirming receipt by CivicPlus. If to Customer: as addressed in the SOW. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

4. The Parties agree that the Parties may reference the other Party as a client or vendor, including using the Customer name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the CivicPlus Software or its features will be accompanied by a reference that it is provided by CivicPlus.

5. Amendment or Waiver. No amendment or modification of these Terms and Conditions by the Customer shall be valid, unless in writing and signed by both Parties.

6. Headings and Captions. The headings and captions of these Terms and Conditions are included for convenience only and shall not be considered in construction of the provisions hereof.

7. If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of these Terms and Conditions, which shall be construed as if such invalid or unenforceable provision had never been a part of these Terms and Conditions but in a manner so as to carry out as nearly as possible the Parties' original intent.

8. The Contract may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

9. Entire Contract. These Terms and Conditions, inclusive of the SOW to which they are inextricably linked, the published Terms of Use and Privacy Policy constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality agreements, and other contracts and communications, oral or written, between the Parties regarding such subject matter.

10. CivicPlus may assign these Terms and Conditions, and then notify the Customer within 30 days thereof.

11. Authorized Signor. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
City of Duncanville	
Address (Street & number, P.O. Box, or Route number)	Phone (area code and number)
PO Box 380280	**972-780-5058**
Name of purchaser, firm or agency	
Duncanville, TX 75138-0280	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: CivicPlus

Street Address: 302 S 4th Street **City, State, Zip Code** Manhattan, KS 66502

Citizen Relationship Management & Software as a Service

Purchaser claims this exemption for the following reason:

We are a municipality.

EIN #75-6004591

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

	Purchaser	Title	Date
Sign Here ►		Purchasing Manager	November 1, 2021

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Consider a Resolution authorizing the use of HOT Funds in the amount of $60,000.00 for the BloomFest Music and Arts Festival on May 2nd, 2025.

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.**
- **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:
Devon Handley, Special Events Planner

BACKGROUND/HISTORY:
Duncanville is a growing and dynamic community with a strong commitment to economic development, tourism, and cultural enrichment. As the City continues to seek innovative ways to attract visitors and boost local businesses, BloomFest Music & Arts Festival presents a unique opportunity to enhance community engagement while supporting Duncanville's economic landscape.

The Triple Threat Tussle, a major basketball tournament hosted at the Duncanville Fieldhouse on May 3-4, attracts multiple teams from across Texas. This influx of visitors creates a prime opportunity to kick off the weekend and increase hotel stays, dining, and local shopping, ultimately benefiting Duncanville's businesses and hotels. BloomFest will serve as a strategic tourism initiative, giving visitors an additional reason to extend their stay and explore Duncanville beyond the tournament.
In addition to economic benefits, BloomFest also aligns with Duncanville's mission to foster a sense of community and celebrate arts and culture.

POLICY EXPLANATION:
BloomFest has the potential to become an annual signature event that showcases Duncanville as a premier destination for sports tourism, arts, and community events. By leveraging the tournament's

audience and integrating cultural experiences, this festival will establish Duncanville as a city that not only hosts events but creates unforgettable experiences for visitors and residents alike.
We look forward to bringing BloomFest to life and making it a staple event that continues to grow year after year!
A budget of $60,000 is being requested from Hotel Occupancy Tax (HOT) funds to support BloomFest as a tourism-driven event. These funds will ensure a high-quality experience for visitors and residents, reinforcing Duncanville as a premier destination for cultural and sporting events. A breakdown of the expenses is as follows:

- Emerald City Band - $15,000
- 3 Amigos Entertainment (sound, lights, LED Screen backdrop, MC/DJ) - $10,000
- Portables/Handwashing stations - $2,700
- Rentals (light towers, tents, tables) - $7,200
- Decor/Photo Ops - $7,000
- Directional Signage - $600
- Marketing - $3,000
- Staff Labor - $7,500

Once the event is approved, a budget amendment will be forthcoming for this line item.

FUNDING SOURCE:

ORG and Object Number
10011000-700445 (Hotel-Motel - Marketing Advertising)

Available Budget	**Purchase Amount**	**After Encumber**
$90,152	$60,000	$30,152

ACTION ALTERNATIVES:
1. Approval of funds being allocated from the HOT funds to the BloomFest Music & Arts Festival.
2. Do not provide funds.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-435 - Consider a Resolution authorizing the use of HOT Funds for Bloomfest Music and Arts

RESOLUTION NO. 2025-435

A RESOLUTION OF THE CITY COUNCIL OF DUNCANVILLE, TEXAS, APPROVING THE ALLOCATION OF HOT FUNDS FOR THE BLOOMFEST MUSIC & ARTS FESTIVAL TO COVER EXPENSES, INCLUDING BAND FEES, EVENT RENTALS, DECOR, AND MARKETING, IN AN AMOUNT NOT TO EXCEED $60,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville will be hosting the 1st Annual BloomFest Music and Arts Festival at Armstrong Park to promote tourism through its signature events; and

WHEREAS, the festival will feature live music, local artists, and interactive art installations, leading up to the Triple Threat Tussle at the Duncanville Fieldhouse; and

WHEREAS, Hotel Occupancy Tax Funds can be used to promote the hotels, encouraging visitors in town for the tournament to extend their stay an additional night and kick off a fun-filled weekend.

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 approves Resolution 2025-435 authorizing the use of HOT funds in the amount of $60,000.00 for the BloomFest Music and Arts Festival.

SECTION 2. The funds will be used for band fees, event rentals, decor, and marketing expenses.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of March, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
City of Duncanville Community Calendar Briefing, the functions of the calendar and demonstrating the calendar to Council.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:
Duncanville's new Community Calendar is now live, making it easier than ever for residents to stay informed about local events. The City partnered with BeWith in December 2024 and launched the calendar in January 2025 with the intention of enhancing community engagement. This service was funded with unused money from the Communications and Marketing budget, ensuring a cost-effective way to improve communication. The calendar serves as a central hub for city meetings, activities, and other local events, helping residents stay connected with what's happening in Duncanville.

Powered by BeWith's advanced event management technology, the calendar seamlessly integrates with Duncanville's website for a consistent and user-friendly experience. Residents can explore events in multiple formats—calendar, map, or list—allowing them to find information quickly. On the back end, BeWith automates event updates by pulling details from various sources, ensuring that listings remain accurate and current. The platform also features data collection and reporting tools that allow city staff to track event engagement, analyze participation trends, and make informed decisions to serve the community better.

The BeWith Community Calendar does more than just list events—it actively connects with residents by providing automated notifications, personalized event recommendations, and seamless communication between event organizers and attendees. Both public and private event hosts can use the platform's tools to streamline event promotion, gather feedback, and engage with their audience. The calendar simplifies event discovery and encourages participation, whether it's city council

meetings, local workshops, festivals, or neighborhood gatherings. Explore upcoming events now at events.duncanvilletx.gov!

FUNDING SOURCE:

ORG and Object Number
n/a

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

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Council to receive the annual Arts Commission report presented by Arts Commission Chair Ron Thompson.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:
Council to receive the annual Arts Commission report presented by Arts Commission Chair Ron Thompson.

POLICY EXPLANATION:
Council to receive the annual Arts Commission report presented by Arts Commission Chair Ron Thompson.

FUNDING SOURCE:

ORG and Object Number
12011000-700445

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

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Receive the Economic Development Department Quarterly Report

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barrera, Director of Economic Development

BACKGROUND/HISTORY:
Receive the Economic Development Department Quarterly Report

POLICY EXPLANATION:
Receive the Economic Development Department Quarterly Report

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Council to receive a briefing on the current status of the TIF Board

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

STAFF RESPONSIBLE:
Victor Barrera, Director Economic Development

BACKGROUND/HISTORY:
The City Council appoints a five-member Board of Directors to oversee the development of project and financing plans and act in an advisory capacity concerning development activity and expenditure of TIF funds in the zone. The Director of Economic Development acts as the staff liaison to the Board.

POLICY EXPLANATION:
The Tax Increment Financing (TIF) Reinvestment Zone Board serves as an advisory body to the City Council on projects to be included in the TIF Project Plan and makes recommendations on TIF financial matters. The TIF District will expire in November 2036 unless extended by the City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
DCEDC - TIF PRESENTATION -Council Briefing
Ordinance No. 2312 - Final Project Plan - TIF

TAX INCREMENT FINANCING REINVESTMENT ZONE (TIF)

Background Criteria

May 5, 2016

Presented by
Larry Cline, Larry Cline Consulting, LLC

History

- Originated in California during the early 1950's
- Majority of TIF's established since the early 1980's
- Established in Texas in 1981
- Governed by statute—Chapter 311 of Texas Tax Code



Concepts

- A mechanism to finance new public improvements in a designated area, in order to stimulate new private investment.
- Any increase in ad valorem tax revenue (caused by new private investment and higher land values) is paid into a special TIF Fund used to finance public projects in the Zone.
- Any increases in personal property and inventory and sales tax revenue will go to each taxing jurisdiction.
- Fair to existing property owners—no forgiveness of taxes for new development.

Benefits

- Does not invade revenue currently going to the General Fund of the City which it depends on for provision of existing services.
- Does not involve additional or increased taxes on existing or new developments to produce revenues to serve as incentives.
- Does not involve forgiveness of taxes.
- Creates an opportunity to include other taxing jurisdictions (not ISD) in providing the tax incentives used for new public infrastructure and revitalization efforts.

Benefits (cont'd)

- Typically captures only taxes on real property (land and buildings) -- not business personal property and inventory or sales taxes -- leaving those revenues available to support any increase in general budget costs. However, sales tax may now be added at Council's discretion.
- It is a commitment for a period of years providing a dependable source of economic development funds which can be allocated to stimulate new development and redevelopment over the years.
- A TIF allows for reinvestment of tax funds in those areas which created the funds.

Key Elements



- Qualify area as a Reinvestment Zone
- Define boundaries of the Zone
- Fix and preserve assessed value of existing land and improvements for continued use by taxing jurisdictions
- Commit increase in real property taxes above base to a TIF Fund
- Use TIF Funds to pay for public improvements

Three Things Do Not Change

- Property owners pay taxes at the normal rate, there is no forgiveness nor extra charge of any kind.
- Taxing jurisdictions continue to receive their original "base" ad valorem tax revenues and all (original and new) business personal property and inventory tax revenues, and
- Municipalities (and in some cases, Counties) continue to receive all (original and new) sales tax revenues unless it is authorized by a separate decision.

The TIF May Be Established By

- **Initiation** by the Municipality

OR BY

- **Ordinance by Petition** of owners of over 50% of appraised value of property in the Zone Boundary



TIF's May Fund By

- Capital Costs: Public works, public improvements, new buildings, structures, acquisition and renovation of existing buildings, land and site costs
- Financing Costs
- Real Property Assembly Costs
- Relocation Costs
- Professional Services, Administration, and Organization Costs
- Construction Interest
- Direct operating costs for Zone and for project facilities

To Fund Project Expenses, TIF's May Either



- Borrow funds
  - Loans from Developers
  - Loans from City or other public body
  - Issue bonds (no "faith and credit") or Certificates of Obligation

OR

- Fund improvements on a "Pay-As-You-Go" basis

TIF's Are Managed by City Council with Advice from the Board of Directors

- Board is appointed by participating taxing jurisdictions
- It is only a recommending Board
- City Council has approval authority



Other Criteria

- All taxing jurisdictions can, but do not have to, pledge their increased tax revenues above base to the TIF Fund.
  - Also can participate at less than 100%.
  - September 1999 change in State statute essentially precludes school districts from participating.
- No more than 30% of existing property within the Zone at the time of creation may be used for residential (fewer than 5 dwelling units) unless TIF is requested by petition signed by owners of over 50% of appraised value of property.

Other Criteria (cont'd)

- Zone (combined with any other existing Zone's) may not contain more than 25% of appraised value of the municipality if the population exceeds 100,000 or more than 50% if the population is less than 100,000.

Sample Program Calendar

Development of the Program (6 Weeks)
• Collect data
• Determine boundary
• Develop preliminary project list of public infrastructure improvements
• Develop pro forma land use plan, if needed
• Develop preliminary forecast of new and accelerated private development
• Complete preliminary feasibility study
• Develop legal or general description of final boundary
• Preparation of legal documents
• Review with Staff

Sample Program Calendar (cont'd)

Creation of the Zone (4 Weeks)
• Formal presentation to other jurisdictions, if requesting their participation
• City Council establishes the Zone, authorizes Board of Directors, creates TIF Fund
• Council appoints Board Chair and other Board Members

Sample Program Calendar (cont'd)

Establishment of Zone Organization and Final Plan (6 Weeks)
• Notify any other participating jurisdictions of creation/request Board nomination for appointment
• Draft Board Bylaws/organize Board
• Development of formal Project and Financing Plan documents
• Organizational Board meeting
• Board of Directors reviews and finalizes: ▪ Project Plan ▪ Feasibility Studies ▪ Finance Plan ▪ Board Bylaws
• Council approves final Project and Financing Plan and Board Bylaws

Sample Program Calendar (cont'd)

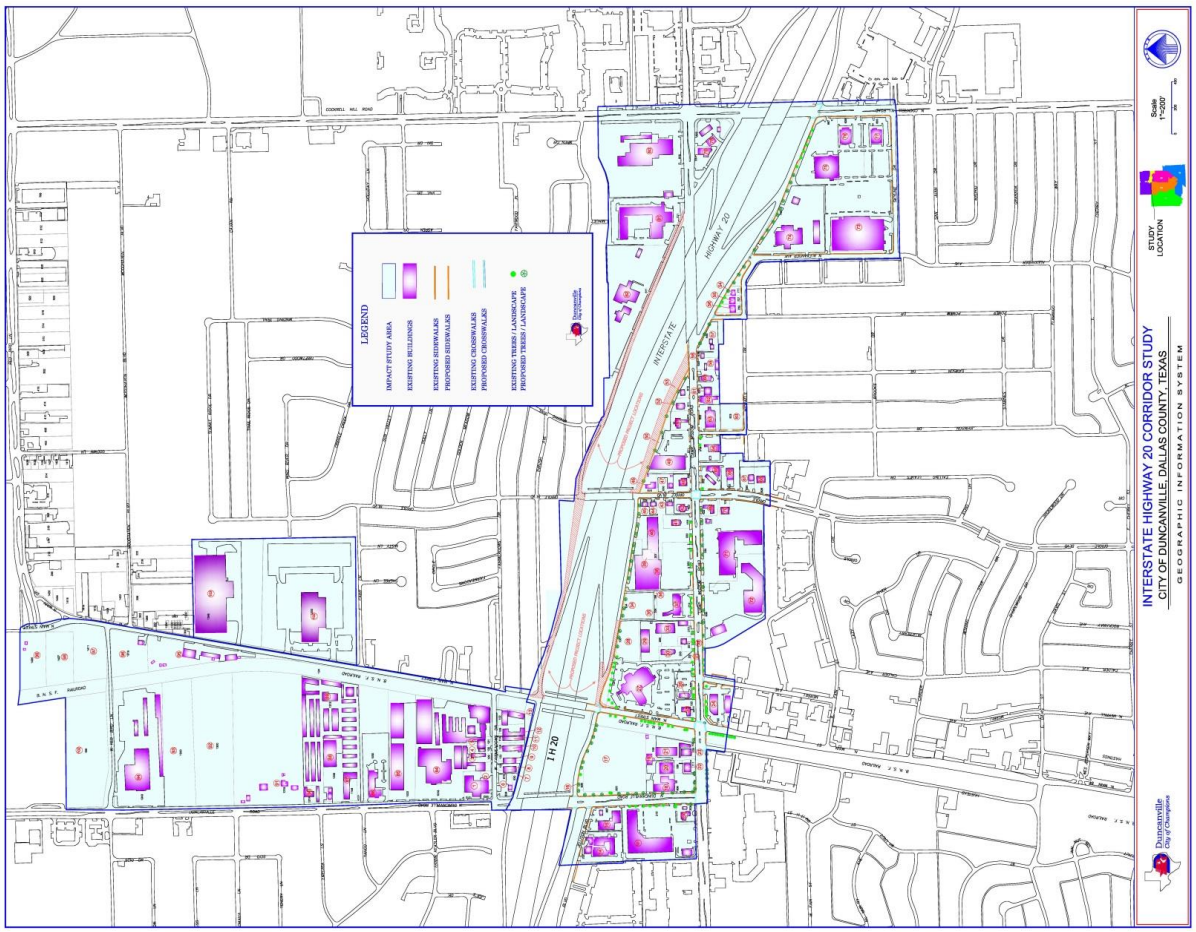
Agreements with Other Participating Jurisdictions
(6 Weeks)

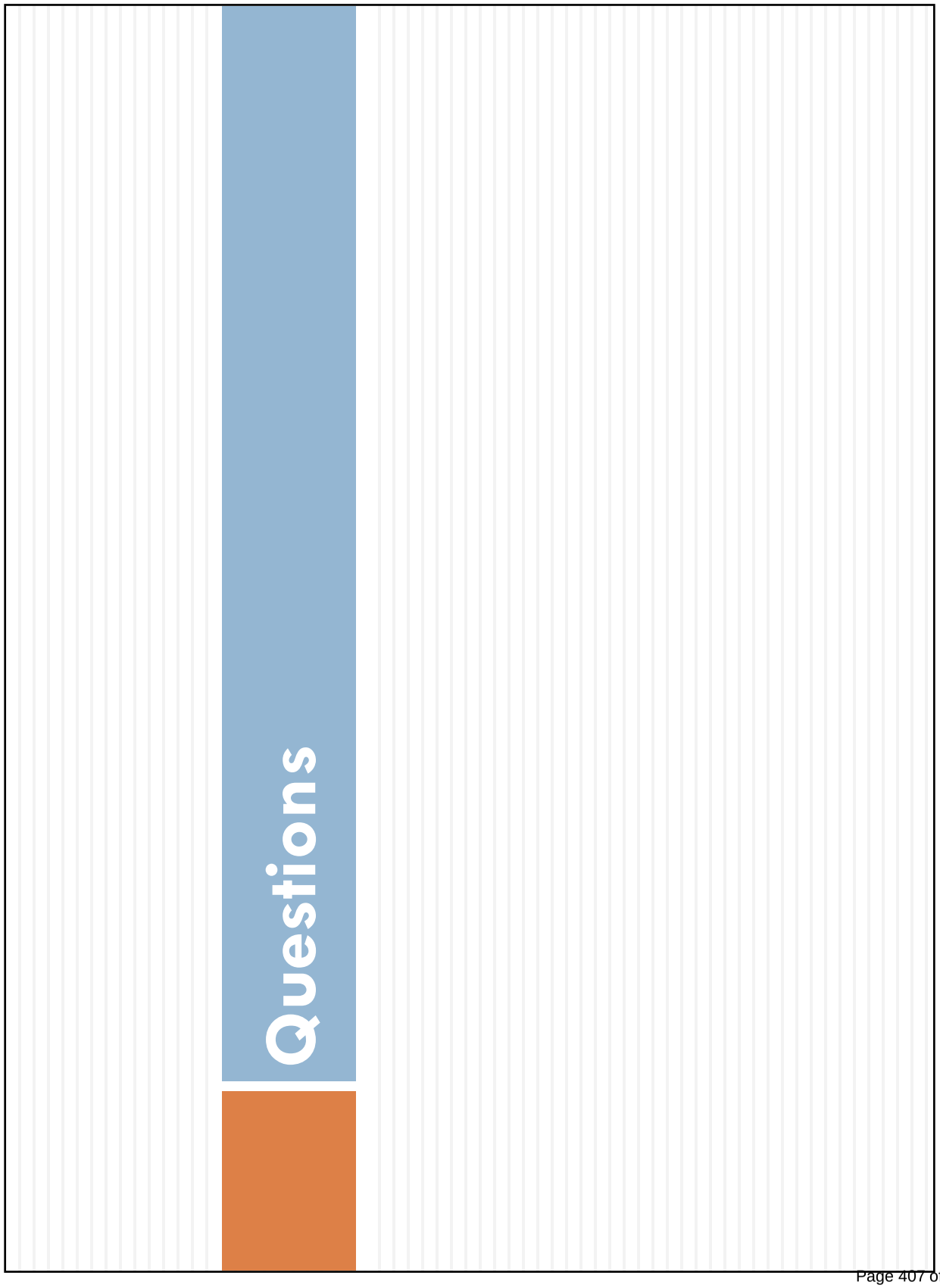
Tax Increment Financing Reinvestment Zones

Larry D. Cline	
City of Abilene	City of Denison (2)
City of Alvarado (2)	City of Denton (2)
City of Arlington	City of Everman
City of Belton	City of Farmersville
City of Benbrook	City of Grand Prairie (3)
City of Bridgeport (2)	City of Grapevine (2)
City of Carrollton	City of Harlingen (3)
City of Cleburne (3)	City of Huntsville
City of Colleyville	City of Joshua
City of Corsicana	City of Keller
City of Dallas (2)	City of Krugerville

Tax Increment Financing Reinvestment Zones (cont'd)

Larry D. Cline	
City of Levelland (2)	City of Terrell
City of Lubbock (3)	City of Waxahachie
City of Mansfield	Town of Flower Mound
City of Mesquite	Town of Little Elm
City of Snyder	Town of Fairview
City of Temple	


LEGEND
IMPACT STUDY AREA
EXISTING BUILDINGS
EXISTING SIDEWALKS
PROPOSED SIDEWALKS
EXISTING CROSSWALKS
PROPOSED CROSSWALKS
EXISTING TREES / LANDSCAPE
PROPOSED TREES / LANDSCAPE
INTERSTATE HIGHWAY 20 CORRIDOR STUDY
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS
GEOGRAPHIC INFORMATION SYSTEM
STUDY LOCATION
Scale 1"=200'
HIGHWAY 20
INTERSTATE
I-H 20
COCKRELL HILL ROAD
A.T.&S.F. RAILROAD


Questions

ORDINANCE NO. 2312

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE FINAL PROJECT PLAN AND FINANCING PLAN FOR THE TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act") on December 20, 2016, the City Council of the City of Duncanville, Texas approved and adopted Ordinance No. 2295, which, among other things, created, established, and designated Reinvestment Zone Number One, (the "Zone"); established a Board of Directors for the Zone, and established a tax increment fund (the "TIF Fund") into which the City is required by the Act to deposit its tax increment for approximately 231 acres of land lying within the corporate limits of the City (the "Property"); and

WHEREAS, on June 27, 2017, the Board of Directors of the Zone considered and adopted a proposed Final Project Plan and Reinvestment Zone Financing Plan and attached hereto as Exhibit "A"; and

WHEREAS, the City Council finds that notice of the public hearing was published in a newspaper of general circulation within the City in the time and manner required by law; and

WHEREAS, at the public hearing, interested persons were allowed to speak for or against the proposed amendment to the Final Project Plan and Reinvestment Zone Financing Plan; and

WHEREAS, evidence was received and presented at the public hearing in favor of the amendment to the Final Project Plan and Reinvestment Zone Financing Plan; and

WHEREAS, the City Council desires to approve the Final Project Plan and Reinvestment Zone Financing Plan.

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

SECTION 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. That the Final Project Plan and Reinvestment Zone Financing Plan are hereby determined to be feasible and are approved. The appropriate officials of the

City are authorized to take all steps reasonably necessary to implement the Final Project Plan and Reinvestment Zone Financing Plan.

SECTION 3. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect.

SECTION 4. This ordinance shall be published and become effective according to law.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2017.

APPROVED:

David L. Green

David L. Green, Mayor

ATTEST:

Kristin Downs for

Mary E. Jones, City Secretary

APPROVED AS TO FORM:

Alexis M. Allen, w/ permission

Robert E. Hager, City Attorney

EXHIBIT A

REINVESTMENT ZONE NUMBER ONE
CITY OF DUNCANVILLE, TEXAS
FINAL PROJECT AND FINANCING PLAN

(the "Final Plan")

July 2017

1. INTRODUCTION

1.1 Authority and Purpose. The City of Duncanville, Texas, a Texas home-rule municipality (the City), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction ("ETJ") of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonable foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements. An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area arrests or impairs the sound growth of the City because of the presence of: (1) a substantial number of substandard, deteriorated or deteriorating structures, or (2) the predominance of defective or inadequate sidewalks or street layout, or (3) faulty lot layout in relation to size, adequacy, accessibility or usefulness, or (4) the deterioration of site or other improvements. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: ...property is used for residential purposes if it is occupied by a house having fewer than five living units...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 The Proposed Zone. The City has considered the creation of a tax increment reinvestment zone to be known as "Reinvestment Zone Number One, City of Duncanville, Texas" (the "Zone") that will include approximately 231 acres generally along and either side of Camp Wisdom Road between Cockrell Hill Road and Duncanville Road, all within the City's corporate limits. The property meets the eligibility requirements of the Act. The property substantially impairs or arrests the sound growth of this area of the City because of its challenges to development and redevelopment with the lack of public amenities and enhancements. There is a need for economic incentives to attract development and redevelopment in the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax, and increased job opportunities for residents of the City. If the Zone is created and the public works, public improvements, programs and other projects are financed as contemplated by this Preliminary Plan, the City envisions that the property will be developed and redeveloped to take full advantage of the opportunity

to bring to the City a substantially increased tax base and job opportunities for its citizens.

1.4 Preliminary Plan; Hearing. Before the City may adopt an ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons may speak for or against the creation of the proposed Zone, the boundaries of the proposed zone, or the concept of tax increment financing.

1.5 Creation of the Zone. Upon the closing of the above-referenced public hearing, the City Council may adopt an ordinance in accordance with the Act creating the Zone if the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonable foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City. Among other provisions required by the Act, the ordinance creating the Zone will provide for the appointment of a Board of Directors for the Zone consisting of five members from the City (the "Board").

1.6 Board Recommendations. After creation of the Zone, the Board reviewed the Preliminary Plan and approved and recommend to the City Council this final *Reinvestment Zone Number One, City of Duncanville, Texas, Project and Financing Plan* (the "Final Plan"), pursuant to which the City will contribute 100% of its M & O ad valorem tax increment attributable to increased taxable value of existing and new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIF Fund") to pay the costs of public works, public improvements, programs, and other projects benefiting the Zone. The Board will also make recommendations to the City Council concerning any development and reimbursement agreement ("TIF Reimbursement Agreement").

1.7 Council Action. The City Council, taking into consideration the recommendations of the Board, will consider approval of this Final Plan and any TIF Reimbursement Agreement. If a TIF Reimbursement Agreement is approved, the City Council will authorize and direct its execution.

2.0 DESCRIPTIONS AND MAPS.

2.1 Existing Uses and Conditions. The Property is currently located in the City's corporate limits. Uses allowed within the Zone include Residential, and Commercial. A boundary map of the Zone is shown as **Exhibit A.**

2.2 Proposed Uses. The proposed uses will be established by existing zoning in most cases, but there may be areas where revised zoning will be requested. If so, any revisions will be made through the standard process and procedures of the City.

2.3 Boundary Description. A boundary description of the TIF area is provided on **Exhibit B.**

3. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS. Any changes in ordinances, plans, codes, rules and regulations which are required or requested will be made through the standard process and procedures of the City.

4. RELOCATION OF DISPLACED PERSONS. Although not anticipated, in the process of development and redevelopment in the Zone, any relocation will be made through the standard process and procedures of the City.

5. ESTIMATED NON-PROJECT COSTS. Non-project costs are private funds that will be spent to develop and redevelop in the Zone but will not be financed by the Zone. Based on the Feasibility Analysis, a copy of which is attached as **Exhibit C,** the total non-project costs are estimated to be approximately $67.6 million to $120.3 million.

6. PROPOSED PUBLIC IMPROVEMENTS.

6.1 List of Public Improvements. The list of public works and public improvements that are proposed to be financed pursuant to this Preliminary Plan are as follows:

Property Redevelopment Fund
Intersection Improvements
Landscaping
Street Lighting
Benches/Bike Racks/Trash Cans
Median Improvements
Sidewalks
Monument Entrance Signs
Bridge Improvements & Walking Trails

These projects and their associated costs are shown in **Exhibit D.**

6.2 Locations of Public Improvements. The locations of the proposed public works and public improvements all lie within the Zone.

7. PROJECT COSTS. The total maximum "Project Costs" are $6.985 million.

8. ESTIMATED TIME WHEN COSTS ARE TO BE INCURRED. Some Administrative Costs have been incurred and additional costs will most likely be incurred annually. It is assumed that the remainder of the Project Costs will be incurred during the life of the Zone.

9. ECONOMIC FEASIBILITY. For purposes of this Final Plan, economic feasibility has been evaluated, a copy of which is attached as **Exhibit C.** This evaluation focuses only on "direct" financial benefits (i.e., tax revenues only from new development in the Zone, no value increases from existing development nor value increases from new development after its completion) and does not take into consideration the "multiplier effect" that will result from new development that occurs outside the Zone. The new development assumptions are based on an analysis done by City staff. This study projected potential development at buildout within the Zone to be 799,000 square feet.

   During the term of the Zone, the increase in value of new development that occurs in the Zone (which would not have occurred but for the Zone) will generate approximately $9.688 million for the City ($8.831 million to the TIF Fund and $857,000 to the City) in new ad valorem tax revenue. Based on the foregoing, the feasibility of the Zone has been demonstrated. In addition to the above income during the term of the Zone, the City will receive an estimated $191.635 million of sales tax income and $2.907 million of BPP & I ad valorem tax. In summary, during the term of the Zone the TIF Fund will receive an estimated $8.831 million and the City will receive $195.399 million.

10. ESTIMATED BONDED INDEBTEDNESS. If initial Project Costs are not advanced by a Developer or property owner, the City of Duncanville or the Duncanville EDC may consider direct payment of Project Costs or issuing bonds and utilize tax increment funds for either direct repayment or to cover debt service as those funds are available.

11. TOTAL TAXABLE VALUE. The current total appraised value of taxable real property in the Zone as of January 1, 2016 is approximately $57,762,548 million. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone will be approximately $164,611,548 million.

12. ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY. The captured taxable value of the Zone—taxable by the City for a year is the total taxable value of the Zone for that year less the tax increment base of the Zone. The tax increment base of the Zone is the total taxable value of the Zone for the year in which the Zone was designated.

13. METHOD OF FINANCING. Project Costs will be financed through loans advanced by Developers, property owners, the City of Duncanville, or the Duncanville EDC or by bonds which may be issued and utilize tax increment funds for either direct reimbursement or to support bond debt service as those funds are available. The revenue sources will be the real property taxes captured by the TIF, which will account for 100% of revenues used to fund Project and Administrative Costs or bond debt

service. For the TIF Fund, the City of Duncanville will contribute 100% of its M & O tax rate on incremental taxable value as shown in **Exhibit C.**

14. DURATION OF THE ZONE. The term of the Zone shall commence January 1, 2016 and continue until the earlier to occur of: (1) December 31, 2035 or (2) the date on which all Project Costs, bonds, and other obligations have been paid in full.

15. LIST OF EXHIBITS. Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Zone Boundary Map and Existing Zoning Uses
Exhibit B	Boundary Description
Exhibit C	Feasibility Analysis
Exhibit D	Proposed Public Improvements

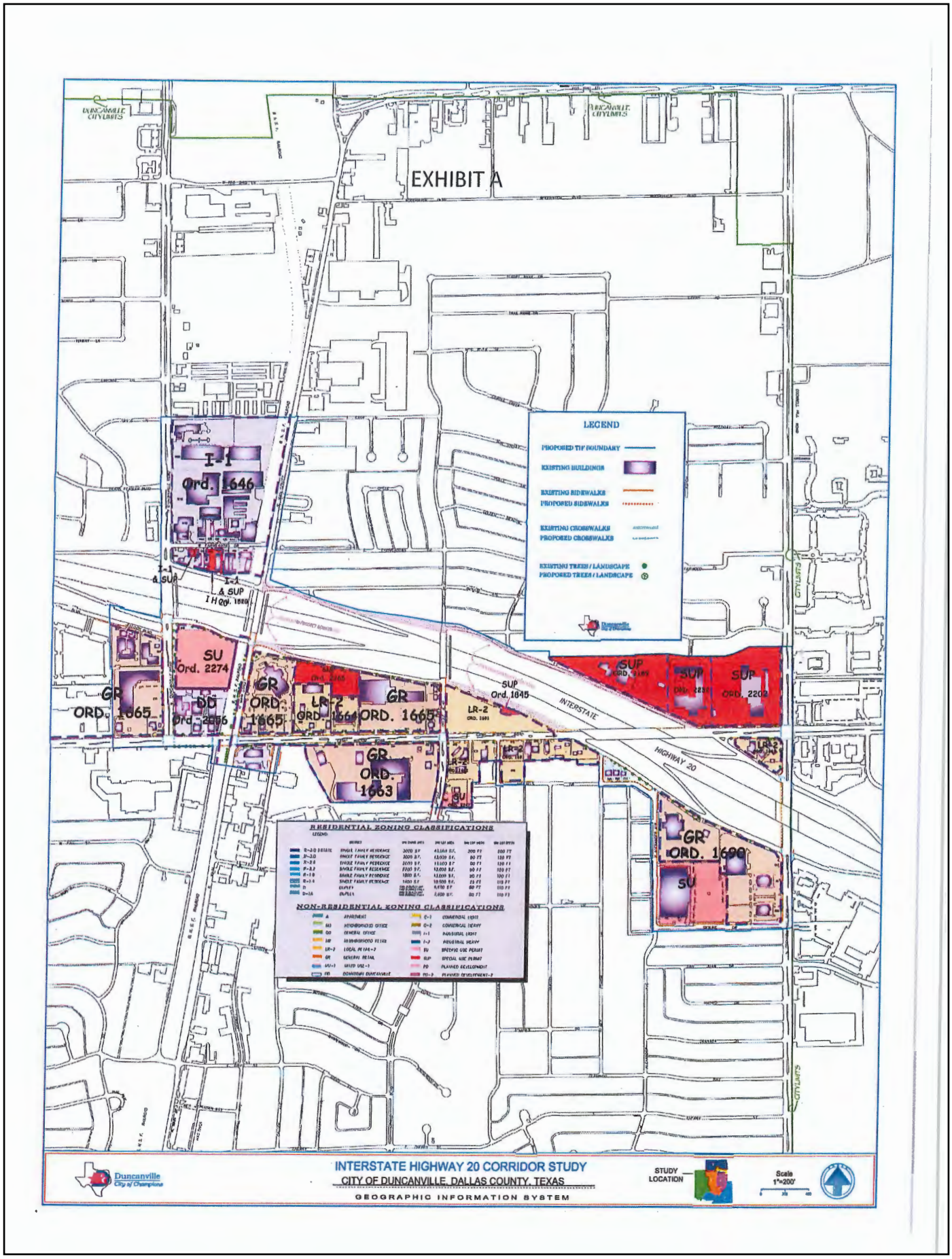

EXHIBIT A
LEGEND
PROPOSED TIF BOUNDARY
EXISTING BUILDINGS
EXISTING SIDEWALKS
PROPOSED SIDEWALKS
EXISTING CROSSWALKS
PROPOSED CROSSWALKS
EXISTING TREES / LANDSCAPE
PROPOSED TREES / LANDSCAPE
I-1 Ord. 1646
I-1 & SUP I H 20 Ord. 1888
SU Ord. 2274
GR ORD. 1665
GR ORD. 1665
GR ORD. 1663
SUP Ord. 1645
SUP
SUP
SUP Ord. 2202
INTERSTATE
HIGHWAY 20
GR ORD. 1690
SU
RESIDENTIAL ZONING CLASSIFICATIONS
NON-RESIDENTIAL ZONING CLASSIFICATIONS
Duncanville City of Champions
INTERSTATE HIGHWAY 20 CORRIDOR STUDY
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS
GEOGRAPHIC INFORMATION SYSTEM
STUDY LOCATION
Scale 1"=200'

EXHIBIT B

CITY OF DUNCANVILLE
Tax Increment Reinvestment Zone No. 1

Boundary Description

Point of Beginning--At the west ROW of N. Duncanville Rd. at the center of the intersection with W. Fairmeadows Dr., then north along the west ROW of N. Duncanville Rd. to the northwest corner of Tanco Ln. and N. Duncanville Rd. then east to northwest corner of 1050 N. Duncanville Rd. then east along the north property line of 1050 N. Duncanville Rd. to BNSF Railroad and the northeast corner of 1050 N. Duncanville Rd. then east across the BNSF Railroad to the northwest corner of E. Carr Ln. and N. Main St., then south along N. Main St. east ROW to the north side of Interstate Highway 20 ROW at Thrush Ave., then east along the north ROW on I-20 to the northwest corner of 611 E. I-20, then east along the north property lines of 611 E. I-20,711 E. Camp Wisdom Rd, and 815 E. Camp Wisdom Rd. then to the east ROW of N. Cockrell Hill Rd., then south along the east ROW of N. Cockrell Hill Rd. to the south ROW of Skyline Dr., then west along the south ROW of Skyline Dr. to the west ROW of N. Alexander, then north along the west ROW of N. Alexander to the south ROW of Michaels Dr., then west along the south ROW of Michaels Dr. to the west ROW of Power Dr., then north along the west ROW of Power Dr. to the southeast corner of 646 E. Camp Wisdom, then west along the south property lines of properties along E. Camp Wisdom to the northeast corner of 603 Michaels Dr., then south to the south ROW of Michaels Dr., then west to the west ROW of Johnson Dr., then north to the south property line of 518 E. Camp Wisdom Rd., then west along that property line to the northeast corner of 702 Oriole Blvd., then south along the east property line of 702 Oriole Blvd. to the north ROW line of Michaels Dr., then west to the east property line of 630 Oriole

Blvd., then south along the east property line of 630 and 626 Oriole Blvd. to the southeast corner of 626 Oriole Blvd., then west along the south property line of 626 Oriole Blvd. to the west ROW of Oriole Blvd., then north along the west ROW of Oriole Blvd. to the southeast corner of the Fairmeadows Village Subdivision, then west and northwesterly along said property line to the south ROW of E. Camp Wisdom Rd., then west along E. Camp Wisdom Rd. south ROW to the east ROW line of N. Merrill Ave., then south along N. Merrill Ave. east ROW approximately 230 feet, then west across N. Merrill Ave. to the southeast corner of 102 E. Camp Wisdom, then west along said south property line and continuing across N. Main St. and BNSF Railroad to the west ROW of Hustead St., then north along the west ROW of Hustead St. to the south ROW of W. Camp Wisdom Rd., then west approximately 835 feet, then north crossing W. Camp Wisdom to the southwest corner of 215 W. Camp Wisdom, then north to the northwest corner of 215 S. Camp Wisdom Rd west approximately 13 Feet to the southwest corner of 202 Jellison Blvd, then north along property line to the corner of 202 Jellison Blvd and south ROW of I-20, then east to the west ROW of N. Duncanville Rd., then north along the west ROW of N. Duncanville Rd. to the Point of Beginning, and containing an area of 231.51 acres.

EXHIBIT C

CITY OF DUNCANVILLE
TIF REINVESTMENT ZONE

ECONOMIC FEASIBILITY ANALYSIS

DUNCANVILLE TIF
DEVELOPMENT ANALYSIS

2017

- Assume façade improvements and upgrade on existing hotel.
- Estimated value increase - $500K.

2018

- Lot area – 111,565 SF (2.56 Ac.)
- Assume development of restaurant and hotel.
- Estimated value increase of restaurant - $1,600K.
- Estimated value increase of hotel - $5,200K.

2020

- Lot area – 319,013 SF (7.32 Ac.)
- Assume development of restaurant and commercial use.
- Assume lot coverage of 25%.
- Development SF = 79,753 SF.
- Assume building cost of $150/SF.
- Estimated value increase = $11,963K.
- Less existing value lost = $1,054K.
- Net value increase = $10,909K.

2021

- Lot area = 114,095 SF (2.62 Ac.)
- Assume development of restaurant and commercial use.
- Assume lot coverage of 25%.
- Development SF = 28,524 SF.
- Assume building cost of $150/SF.
- Estimated value increase = $4,279K.
- Less existing value lost = $636K.
- Net value increase = $3,643K.

2024

- Lot area = 402,675 SF (9.24 Ac.)
- Assume development of commercial use.
- Assume lot coverage of 25%.
- Development SF = 100,669 SF.
- Assume building cost of $150/SF.
- Estimated value increase = $15,100K.
- Less existing value lost = $2,211K.
- Net value increase = $12,889K.

2025

- Lot area = 115,443 SF (2.65 Ac.)
- Assume development of commercial use.
- Assume lot coverage of 25%.
- Development SF = 28,861 SF.
- Assume building cost of $150/SF.
- Estimated value increase = $4,329K.
- Less existing value lost = $970K
- Net value increase = $3,359K.

2026

- Lot area = 961,569 SF (22.07 Ac.)
- Assume development of commercial use.
- Assume lot coverage of 25%.
- Development SF = 240,392 SF.
- Assume building cost of $150/SF.
- Estimated value increase = $36,059K.
- Less existing value lost = $5,541K.
- Net value increase = $30,518K.

2027

- Lot area = 330,436 SF (7.59 Ac.)
- Assume development of commercial use.
- Assume lot coverage of 25%.
- Development SF = 82,609 SF.
- Assume building costs of $150/SF.
- Estimated value increase = $12,391K.
- Less existing value lost = $1,320K.
- Net value increase = $11,071K.

2028

- Lot area = 744,257 SF (17.09 Ac.)
- Assume development of manufacturing/technology.
- Assume lot coverage of 25%.
- Development SF = 186,064 SF.
- Assume building costs of $150/SF.
- Estimated value increase = $27,910K.
- Less existing value lost = $1,568K.
- Net value increase = $26,342K.

2033

- Lot area = 27,258 SF (0.63 Ac.)
- Assume development of commercial use.
- Assume lot coverage of 25%.
- Development SF = 6,815 SF.
- Assume building cost of $150/SF.
- Estimated value increase = $1,022K.
- Less existing value lost = $204K.
- Net value increase = $818K.

DUNCANVILLE TIF
REAL PROPERTY VALUES & TIF FUND
MORE AGGRESSIVE ANALYSIS

YEAR	New Value, $K	Cum. New Value, $K	TIF Fund, $K
2016	-	-	-
2017	500	500	-
2018	6,800	7,300	3
2019	-	7,300	50
2020	10,909	18,209	50
2021	3,643	21,852	126
2022	-	21,852	151
2023	-	21,852	151
2024	12,889	34,741	151
2025	3,359	38,100	240
2026	30,518	68,618	263
2027	11,071	79,689	474
2028	26,342	106,031	551
2029	-	106,031	733
2030	-	106,031	733
2031	-	106,031	733
2032	-	106,031	733
2033	818	106,849	733
2034	-	106,849	739
2035	-	106,849	739
2036	-	106,849	739
2037	-	-	739
Total	106,849	106,849	8,831

* Based on City 2016 M & O Tax Rate of $0.691295/$100 valuation

EXHIBIT D

TIF PROJECT PLAN

Individual Projects For Identified Area		$K
Property Redevelopment Fund		2,000
Intersection Improvements		275
Landscaping		900
Street Lighting		755
Benches/Bike Racks/Trash Cans		75
Median Improvements		50
Sidewalks		350
Monument Entrance Signs		600
	Subtotal	5,005
Bridge Improvements & Walking Trails		
Cockrell Hill to Duncanville Road		1,900
Administrative Cost		230
	Total	**7,135**

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Council Briefing on the request to reduce the membership of the Duncanville Community Multicultural Commission from twelve (12) to nine (9) members.

Vision Statement:

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

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
The Multicultural Commission was created to be an advisory committee to provide the community citizen participation and engagement.

According to the approved ordinance, the Multicultural Commission consists of twelve members, with a quorum requiring the presence of seven members. Currently, eight members have been appointed, leaving four vacancies to fill.

In order to improve the likelihood of establishing a quorum at our monthly board meetings, we propose reducing the size of the commission from twelve to nine members. This adjustment would align the commission size with that of the Arts Commission.

POLICY EXPLANATION:
The City Council reserves the right to establish and abolish boards and commissions, to set membership, and to appoint and remove board members unless otherwise stipulated by state law.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

ATTACHMENTS:
Ordinance No 2454 - Boards and Commissions - Admin - repeal and replace (1)

ORDINANCE NO. 2454

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2 'ADMINISTRATION', BY REPEALING ARTICLE I. 'IN GENERAL' SECTIONS 2-1, 2-2, 2-3 AND 2-4 AND RESERVE FOR FUTURE USE; BY ADDING NEW ARTICLE V 'BOARDS AND COMMISSIONS' TO PROVIDE FOR LIST OF DIFFERENT BOARDS, APPOINTMENTS, QUALIFICATIONS, ESTABLISHMENT, MEMBERSHIP AND OTHER DUTIES; PROVIDING A PENALTY CLAUSE; AND PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES.

WHEREAS, the City of Duncanville, Texas (the "City") desires to amend their Administration of different boards; and

WHEREAS, the City Council finds that it is necessary to amend the current provisions for the administration of the boards of the City of Duncanville.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 2 "Administration", by repealing Article I "In General", Sections 2-1, 2-2, 2-3 and 2-4 and reserve for future use to hereinafter read as follows:

"CHAPTER 2 – ADMINISTRATION

ARTICLE I. – RESERVED

Sec. 2-1. through 2-4 (Reserved)"

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 2 "Administration", by adding Article V. Boards and Commission, to hereinafter read as follows:

"CHAPTER 2 – ADMINISTRATION

ARTICLE I. – RESERVED

. . . . .

ARTICLE V. BOARDS AND COMMISSIONS

Sec. 2-100. Arts Commission

a) Organization

The Arts Commission of the City of Duncanville shall consist of nine (9) regular members appointed by the City Council, who shall serve three-year terms, and shall be organized and shall exercise such powers and responsibilities as prescribed by all City Council Ordinances relating to the Duncanville Arts Commission.

b) Officers

A Chairperson and Vice Chairperson shall be elected annually from among the Commission's membership at the first meeting in October and at such times as these offices become vacant. In the absence of both the Chairperson and the Vice Chairperson, the Commission shall elect an Acting Chairperson. A secretary shall be appointed from staff personnel assigned by the City's chief executive officer.

c) Duties and Powers

1. (aa) The Commission shall solicit applications for arts events, review and hear requests for funding, schedule interviews, and adopt guidelines and criteria for applicants requesting funding. The Commission will advise the City Council on the expenditure of the hotel/motel tax allocation for the arts. The Arts Commission Chairman, or an alternate representative as designated by the chairman, shall attend all City Council workshops and meetings at which Arts Commission issues are discussed or considered.

   (bb) The Commission may also seek and administer funding by state, federal, and private grants, gifts, and admission fees as provided herein. They may also decline acceptance of any state, federal, private grant, donation or gift which is subject to terms or conditions which are not acceptable to or performable by the Commission.

   (cc) The Commission may itself produce and promote a cultural/arts event or projects in addition to and apart from its role as a funding source for Arts Commissions Grants to other groups and individuals. Events or projects may also include a public permanent art component.

2. The Chairperson shall preside at all meetings. The Chairperson shall decide on all points of order or procedure in accordance with these rules and regulations and the Scott, Foresman Roberts Rules of Order, the most current edition. All letters of transmittal from the Commission to the City Council shall be over the signature of the Chairperson.

3. The secretary shall be the custodian of the minutes and other official records, shall attend to the correspondence of the Commission, and shall cause such notices to be given as are required and in the manner prescribed by law.

4. The Committee shall submit their Annual Advisory Report along with a presentation to the City Council prior to Council's budget consideration, every June of each year.

5. The Arts Commission will keep the City Council informed of all activities throughout the year.

d) Mission Statement

The Mission of the Arts Commission of the City of Duncanville shall advise City Council to consider:

1. To develop community arts program that will enhance tourism and hotel/motel use, through the arts;

2. To encourage an increase in quality arts programs available to the citizens of the City of Duncanville;

3. To stimulate an interest in the local arts of all cultures and minority groups especially ensuring access for seniors and disabled citizens;

4. To encourage exposure to the arts for school-age citizens;

5. To preserve and develop the arts and to maximize the quality of the arts and their contributions to our City's culture;

6. To recommend the equitable distribution of resources from the public and private sectors necessary to accomplish the mission; and

7. To produce and promote activities which accomplish this mission.

Sec. 2-101. Animal Control/Tri-Cities Animal Shelter Board

The City of Duncanville entered into an interlocal agreement by and among City of Desoto and Cedar Hill for the use of the Tri-City Animal Shelter. The City Council shall appoint one (1) member of the Tri-City Animal Shelter Board to serve a two-year term. The duties of the board are established by the Interlocal Agreement and shall govern its proceedings herein.

Sec. 2-102. Community Engagement Advisory Board

a) The Community Engagement Advisory Board consists of residents and community stakeholders collaborating to advise and create opportunities to strengthen our community. The Board recommends policies, procedures and practices that support the City of Duncanville.

b) That the Community Engagement Advisory Board shall consist of seven (7) members, appointed for two-year. Board members must be residents or stakeholders in the City of Duncanville.

c) Continuance of membership on the Board shall be contingent upon regular attendance at Board meetings. If as many as three meetings are missed in one calendar year without valid reason, the member shall be automatically divested of membership on the Community Engagement Advisory Board, and a vacancy declared, to be filled for the remainder of the term by appointment of the City Council.

d) The Communications and Marketing Administrator or Specialist shall act as Board liaisons, who shall serve as an ex-officio member and secretary. Members of the Board may be reelected if they remain on the Board.

e) This Board shall establish a time and date for Board meetings and adopt procedures for these meetings. The Board can hold as many meetings as necessary to complete its purpose but shall hold at least six meetings per year.

f) The secretary shall keep an accurate record of proceedings of the meetings. Minutes of the meeting shall be approved at the next following meeting. Copies of the minutes shall be provided to the City Council.

g) A President shall preside over meetings of the Board, and shall represent the Board before the City Council or City Administration on matters which have majority vote approval of the Board. The President shall also establish such committees as are necessary for the conduct of the Board's business.

h) The Vice President shall assist the President in directing the affairs of the Board.

Sec. 2-103. Library Board

a. The Library Board consists of residents and community stakeholders collaborating to advise and create opportunities to strengthen our community. The Board recommends policies, procedures and practices that support the City of Duncanville.

b. That the Library Board shall consist of seven (7) members, appointed for two-year. Board members must be residents or stakeholders in the City of Duncanville.

c. Continuance of membership on the Board shall be contingent upon regular attendance at Board meetings. If as many as three meetings are missed in one calendar year without valid reason, the member shall be automatically divested of membership on the Library Board, and a vacancy declared, to be filled for the remainder of the term by appointment of the City Council.

d. The Library Director or designee shall act as Board liaisons, who shall serve as an ex-officio member and secretary. Members of the Board may be reelected if they remain on the Board.

e. This Board shall establish a time and date for Board meetings and adopt procedures for these meetings. The Board can hold as many meetings as necessary to complete its purpose but shall hold at least six meetings per year.

f. The secretary shall keep an accurate record of proceedings of the meetings. Minutes of the meeting shall be approved at the next following meeting. Copies of the minutes shall be provided to the City Council.

g. A President shall preside over meetings of the Board, and shall represent the Board before the City Council or City Administration on matters which have majority vote approval of the Board. The President shall also establish such committees as are necessary for the conduct of the Board's business.

h. The Vice President shall assist the President in directing the affairs of the Board.

Sec. 2-104. Parks and Recreation Board

a. The Parks and Recreation Board consists of residents and community stakeholders collaborating to advise and create opportunities to strengthen our community. The Board recommends policies, procedures and practices that support the City of Duncanville.

b. That the Parks and Recreation Board shall consist of seven (7) members, appointed for two-year terms. Board members must be residents or stakeholders in the City of Duncanville.

c. Continuance of membership on the Board shall be contingent upon regular attendance at Board meetings. If as many as three meetings are missed in one calendar year without valid reason, the member shall be automatically divested of membership on the Parks and Recreation Board, and a vacancy declared, to be filled for the remainder of the term by appointment of the City Council.

d. The Parks and Recreation Director or designee shall act as Board liaisons, who shall serve as an ex-officio member and secretary. Members of the Board may be reelected if they remain on the Board.

e. This Board shall establish a time and date for Board meetings and adopt procedures for these meetings. The Board can hold as many meetings as necessary to complete its purpose but shall hold at least six meetings per year.

f. The secretary shall keep an accurate record of proceedings of the meetings. Minutes of the meeting shall be approved at the next following meeting. Copies of the minutes shall be provided to the City Council.

g. A President shall preside over meetings of the Board, and shall represent the Board before the City Council or City Administration on matters which have majority vote approval of the Board. The President shall also establish such committees as are necessary for the conduct of the Board's business.

h. The Vice President shall assist the President in directing the affairs of the Board.

Sec. 2-105. Planning and Zoning Commission

a) There is hereby created a city planning and zoning commission consisting of seven regular members, each of which is appointed by the City Council and serves for a term of two years.
b) The city council may remove a commission member for cause on a written charge after a public hearing. A vacancy on the commission shall be filled for the unexpired term.
c) The planning and zoning commission, which shall also be known as the city plan commission, shall exercise the powers authorized by chapter 211 of the Local Government Code and by appendix A, the zoning ordinance, to this Code.
d) In connection with the adoption of amendments to the comprehensive zoning ordinance and zoning map, when directed by the City Council by resolution duly adopted by the City Council, the city planning and zoning commission and City Council may hold a joint hearing, or hearings, as authorized by V.T.C.A. Local Government Code, § 211.007(b). All notices required to be given by section 211.006(a) and section 211.007(c) shall be given and provided for prior to such public hearing or hearings.
The city council shall not take action until it has received the final report of the city plan commission.

Sec. 2-106. Zoning Board of Adjustment

See Chapter 23, Article 5, Section 5.03 City of Duncanville Code of Ordinances which govern the establishment, membership, vacancies and authority of the board.

Sec. 2-107. Neighborhood Vitality

Reserved.

Sec. 2-108. Keep Duncanville Beautiful

a) The Keep Duncanville Beautiful Board consists of residents and community stakeholders collaborating to advise and create opportunities to strengthen our

community. The Board recommends policies, procedures and practices that support the City of Duncanville.

b) That the Keep Duncanville Beautiful Board shall consist of seven (7) members, appointed for two-year. Board members must be residents or stakeholders in the City of Duncanville.

c) Continuance of membership on the Board shall be contingent upon regular attendance at Board meetings. If as many as three meetings are missed in one calendar year without valid reason, the member shall be automatically divested of membership, and a vacancy declared, to be filled for the remainder of the term by appointment of the City Council.

d) The Parks and Recreation Superintendent or designee shall act as Board liaisons, who shall serve as an ex-officio member and secretary. Members of the Board may be reelected if they remain on the Board.

e) This Board shall establish a time and date for Board meetings and adopt procedures for these meetings. The Board can hold as many meetings as necessary to complete its purpose but shall hold at least six meetings per year.

f) The secretary shall keep an accurate record of proceedings of the meetings. Minutes of the meeting shall be approved at the next following meeting. Copies of the minutes shall be provided to the City Council.

g) A President shall preside over meetings of the Board and shall represent the Board before the City Council or City Administration on matters which have majority vote approval of the Board. The President shall also establish such committees as are necessary for the conduct of the Board's business.

h) The Vice President shall assist the President in directing the affairs of the Board.

Sec. 2-109. Sign Board

(a) Creation. There is hereby established a *sign* control *board* consisting of seven members.

(b) Qualifications. Members shall be residents of the city and/or business or property owners, and registered voters.

(c) Term. Members shall be appointed by the City Council for a period of two years. A member shall be eligible for reappointment but may not serve in excess of six consecutive years unless a longer term is approved by the City Council. In the event of a vacancy, the City Council shall appoint a member to serve the unexpired term. In the event a replacement or reappointment has not been made at the end of a member's designated term, said member will continue to serve until reappointed or replaced. Members may be removed for cause by the City Council.

(d) Compensation. Members shall serve without compensation.

(e) Quorum. A majority of members, which is four members, shall constitute a quorum. In the event of the absence of the chairman and vice-chairman, the four members constituting the quorum shall elect for that meeting a member to preside as acting chairman and assume the duties of chairman.

(f) Voting. All motions shall be decided by a simple majority of the members present. A tie vote shall constitute failure of the motion.

(g) Meetings. All meetings shall be open to the public. The *board* shall establish the dates, time and place of meetings.

(h) Records. All proceedings of the *sign* control *board* shall be recorded in minutes of meetings and such minutes approved and made a matter of public record.

(i) Powers and duties. The *sign* control *board* shall have the following powers and perform the following duties:

(1) The City Council authorizes the *sign* control *board* to sit as a *board* of appeals in public hearings with regard to this chapter. In considering requests for variances from this chapter, the *sign* control *board* shall have the following powers and perform the following duties:

a. Consider, but not limited to:

1. The degree of variance,

2. Reason(s) for variance,

3. Location of variance,

4. Duration of variance,

5. Effect of the variance on public safety,

6. Protection of neighborhood property,

7. Degree of hardship or injustice involved,

8. Proximity of existing nonconforming *signs* to the location of the requested variance, as well as the height and area of such *signs*, and

9. The effect of the variance on the general plan for signage within the city.

b. The *sign* control *board* shall:

1. Grant the variance requested, or

2. Grant a variance of lesser nature than requested, or

3. Deny the variance requested.

(2) All action on variance requests shall be submitted to the City Council for review, and such decisions of the *board* shall become final unless reversed or modified by the City Council at the second regular City Council meeting following the *sign* control *board* meeting at which formal action was taken by the *board*. In reviewing the action of the *board*, or variance requests, the City Council shall consider the records made at the hearing before the *sign* control *board*.

(3) The *sign* control *board* may conduct continuing studies of *sign* ordinances in neighboring municipalities as well as other cities where such study will assist in upgrading the function of signage within the city and make recommendations to the City Council where appropriate.

(4) The *sign* control *board* may conduct a review of all nonconforming *signs* and variances granted and determine their desirability and effects upon the neighborhood and city and make recommendations to the City Council where appropriate.

(5) The *sign* control *board* may evaluate the benefits and disadvantages of new *signing* techniques.

(6) The *sign* control *board* may discuss the planning of signage in new or existing developments upon request of the developer.

(7) The *sign* control *board* shall conduct studies and prepare opinions or general plans as requested by the city council.

(8) The *sign* control *board* shall perform any duties specified elsewhere in this chapter.

(9) The *sign* control *board* may, from time to time, recommend to the City Council any changes or amendments to this chapter.

(10) Requests for placement of permanent *signs* on property owned by the city may only be considered by the City Council.

(11) In any case in which a permitted *sign* has been erected and is found by the building official to be unacceptable with regard to its construction or appearance, the building official may refer the matter to the *sign* control *board*, which shall determine whether the *sign* may remain as erected, must be changed, or must be removed.

Sec. 2-110. Duncanville Community and Economic Development Corporation

Reserved.

Sec. 2-111. Duncanville Civil Service Commission

The Civil Service Commission of the City of Duncanville shall consist of three (3) regular members appointed by the City Manager and confirmed by the City Council, who shall serve three-year terms, and shall be organized and shall exercise such powers and responsibilities as prescribed by Chapter 43, Sections 143.001 et seq of the Texas Local Government Code.

Sec. 2-112. Multicultural Commission

a. There is hereby created the Multicultural Commission to be an advisory committee created to provide the community citizen participation and engagement

b. That the Multicultural Commission will be created for the purpose of establishing a partnership with the community to have the most engaged citizenry in America; developing an image as a family-oriented community locally and regionally; developing a brand for the community focusing on the goal creating a sustainable multicultural community to enhance sports, tourism and community cooperation and developing ways to encourage all citizens to become more engaged in Duncanville; promote citizen participation and engagement in government; and to foster cooperative relationships among citizens in order to fulfill the needs and desires of Duncanville's diverse community.

c. That the Multicultural Commission shall consist of twelve (12) members, appointed for staggered two-year terms. Board members must be residents of the City of Duncanville which shall have a minimum of three African American, three Latinx and three women. The twelve-member board shall serve staggered two-year terms; the City Council shall appoint five two-year terms and four one-year terms; thereafter all members shall be appointed to two-year terms.

d. Continuance of membership on the Partnership shall be contingent upon regular attendance at Partnership meetings as provided by the Code of Ordinances.

e. Each year at the first meeting after newly named appointees have been seated on the Multicultural Commission the Board shall elect a president and a vice-president among its membership. The City Manager shall designate a staff member as Partnership liaison, who shall serve as an ex-officio member and secretary. Officers may be reelected as long as they remain on the Board.

f. This Partnership shall establish a time and date for Partnership meetings and adopt procedures for these meetings. The Partnership can hold as many meetings as

necessary to complete its purpose, but shall hold at least six meetings per year. The members of the Board may meet as an executive committee of three members to focus on issues for the African American, Latinx and woman on specific project and/or issues for recommendations to the Board or City Council.

g. The President shall preside over meetings of the Board, and shall represent the Partnership before the City Council or City Administration on matters which have majority vote approval of the Partnership. The President shall also establish such committees as are necessary for the conduct of the Partnership's business.

h. The Vice President shall assist the President in directing the affairs of the Partnership. In the absence of the President, the Vice President shall assume the duties of the President.

Sec. 2-113 through 2-149 Reserved

Sec. 2-150. Appointments to all boards and commissions.

Members and alternate members of the Arts Commission, Animal Control/Tri-Cities Animal Shelter Board, the Community Engagement Advisory Board, Library Board, Parks and Recreation Board, Planning and Zoning Commission, Zoning Board of Adjustment, Neighborhood Vitality, Keep Duncanville Beautiful, Sign Board, Duncanville Community and Economic Development Corporation, Duncanville Civil Service Commission, and the Multicultural Commission shall be appointed and serve in accordance with the following procedures:

A. Members and alternate members shall be appointed by the City Council for a term of two years with an effective date of September 1.
B. Each member of a board or commission shall serve until the appointment of a successor member of such board or commission by the City Council, or until the City Council accepts his/her resignation. A vacancy in an unexpired term shall be filled by the City Council for the remainder of the term.
C. No member or alternate member of such boards or commissions shall be eligible to serve for more than three consecutive two-year terms. Service of a partial term shall not disqualify a person from serving three consecutive two-year terms. The City Council, by unanimous vote, may waive the three successive full-term limitation.
D. At the request of any member of the City Council, candidates may be interviewed by members of the City Council at a workshop meeting specially called for such purpose. Board and commission interview guidelines will be established by resolution of the City Council. Upon completion of the interviews, the City Council will meet and discuss applications.
E. Once board and commission appointments have been completed the City Council will meet with each board and commission to discuss goals and objectives.

Sec. 2-151 Qualifications for service on all boards and commissions.

The following requirements are hereby established for service on a board or commission:

A. Members of the planning and zoning commission, board of adjustment, park and recreation advisory board, library advisory board, and Duncanville Community and Economic Development Corporation (4B board) shall be residents of the city and registered voters.
B. Members of the sign control board and Keep Duncanville Beautiful Board shall be residents of the city and/or business or property owners, and registered voters.
C. Members of the regional animal shelter board shall be registered voters.
D. Members of all boards and commissions shall not be delinquent in the payment of ad valorem taxes, except for the duration of a timely protest in accordance with law, and shall not be delinquent in the payment of any fine owing to the city.
E. Council shall strive to appoint a board or commission member from each district and at-large council place."

SECTION 3. *Severability.* If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. *Amendment of Ordinances*. That all provisions of the Ordinances of the City of Duncanville, Texas, conflicting with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. *Savings Clause.* All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting dangerous and substandard buildings within the City which are pending or have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts. Any persons serving on any boards or commission provided in this Ordinance shall continue to service until their respective terms expire, they resign and their replacement and appointment.

SECTION 6. *Effective Date.* This Ordinance shall become effective from and after its date of passage in accordance with law.

SECTION 7. *Open Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of September, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF DUNCANVILLE TEXAS

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Council to receive a briefing and discussion on the draft 15 year Capital Improvement Plan.

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.**
- **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.**
- **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:
Doug Finch, City Manager

BACKGROUND/HISTORY:
The City Council has been meeting to discuss a long-term Capital Improvement Plan for the future of the City of Duncanville. The City Council met on October 30, 2024 to first review long term capital needs, and then again on February 11, 2025 to review updates since the October 30th meeting and to discuss new items identified since the prior meeting. Additionally, a Budget Town Hall meeting was held on March 5, 2025 during which time polling was utilized to determine priorities of the City from the public's perspective. During the meetings on October 30, 2024 and February 11, 2025, polling software was utilized to help rank priorities from City Council, staff, and the public participating either in the room or online. The polling solution was identified to help advise Council on priority projects for consideration.

POLICY EXPLANATION:
While the results demonstrated strong support for short term (2025-2027), medium term (2028 - 2032), and long term (2033 - 2040) projects, due to budgetary restraints generally the theme followed:

1) Police / Public Safety Facility;
2) Service Center;
3) 3rd Fire Station;
4) Automated Metering Infrastructure;
5) Parks Improvements;
6) Drainage Improvements;
7) Street Improvements;
8) Trail Improvements;
9) Ladd Nature Preserve;
10) Dog Park;

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
Duncanville.CIP.031825.df

Duncanville

City of Champions



IMMERSION IN NATURE

CHARLES F. LADD NATURE PRESERVE

MASTER PLAN



duncanville parks & recreation

Kimley»Horn

NOVEMBER 2024

DUNCANVILLE

2025-2040

CAPITAL IMPROVEMENT PLAN (CIP)

City of Duncanville's

2025–2040 Capital Improvement Plan

Executive Summary

CIP Financial Scope & Impact

The City of Duncanville's 15-year Capital Improvement Plan (CIP), spanning 2025 through 2040, includes approximately **$115.3 million** in capital investments aimed at modernizing infrastructure, enhancing public facilities, and improving residents' quality of life. Projects are strategically phased—short-term, medium-term, and long-term—to promptly address urgent needs while establishing a foundation for sustainable growth. The CIP will significantly impact the community by upgrading city facilities, improving public safety infrastructure, expanding parks and recreational amenities, and enhancing essential utilities.

Key Financial Takeaways

- **Short-Term (2025–2027):** Approximately **$39 million** (34% of CIP) focused on immediate infrastructure repairs, public safety improvements, and city facility upgrades.
- **Medium-Term (2028–2033)**: Approximately **$23.3 million** for capacity expansion, including constructing a third fire station, parks enhancements, and integrating smart technologies.
- **Long-Term (2034–2040)**: Approximately **$53 million**, dedicated to major civic infrastructure projects such as a new library, City Hall expansion, and senior center renovations, providing transformational community improvements.

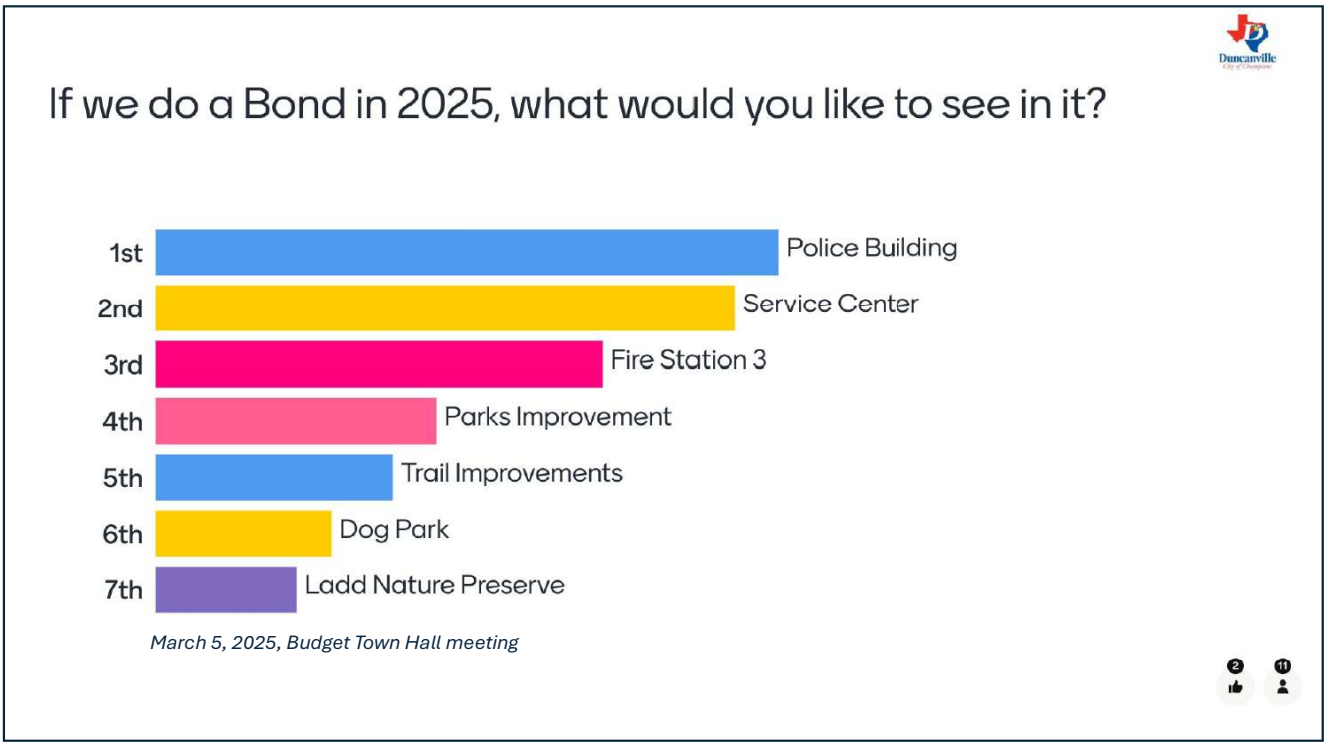
Funding Sources & Strategies

To ensure financial sustainability, Duncanville plans to fund the CIP through diverse sources:

- **Bonds** for major capital projects
- **Grants and Partnerships** to leverage external resources and minimize taxpayer burden
- **Pay-as-You-Go** financing for smaller-scale projects

- **Enterprise Funds and User Fees** for utility improvements
- **Economic Development Funds** for projects stimulating local economic growth
- **Alternative Revenue** for projects to improve quality of life, yet need to be funded through alternative methods due to the critical infrastructure needs.

This multifaceted approach allows for responsible debt management, avoids spikes in taxation, and provides transparency, positioning Duncanville to effectively implement these ambitious projects.



2025–2040 Capital Improvement Plan

DATE: March 18, 2025

I am pleased to present to Council the 2025 – 2040 Capital Improvement Plan (CIP), a strategic document designed to provide an ambitious and collaborative framework for long-term planning for the City of Duncanville. This CIP fulfills the commitment I made during my interview process in October 2023, where I highlighted my experience and vision for implementing a comprehensive, forward-looking 15-year Capital Improvement Plan accounting for major projects on the horizon.

This CIP is intended to serve as a living document—flexible and adaptable—as we navigate the opportunities and challenges ahead. It will be periodically reviewed and adjusted to align with emerging circumstances and community needs.

The 2025 – 2040 CIP has been carefully designed to integrate and complement several key strategic planning documents currently guiding our city's growth and development. These documents include:

- Comprehensive Plan (Duncanville 2025 - 2040)
- Dog Park Master Plan (2025)
- Charles F. Ladd Nature Preserve Master Plan (2025)
- Drainage Master Plan (2025)
- Water/Wastewater Master Plan
- Transportation (Streets) Master Plan
- Economic Development Strategic Plan
- Parks Master Plan
- Trails Master Plan
- Duncanville Facility Needs Assessment (2024)
- Matrix Fire Analysis (2025)
- Matrix Police Analysis (2025)

Additionally, this CIP aligns with our multi-year financial strategy, providing financial projections and implications that assist with informed decision-making and prioritization.

The intent of this Capital Improvement Plan is not only to provide financial insights but also to foster a strategic alignment across various city operations and initiatives. It ensures that as we continue to grow, we remain proactive, strategic, and fiscally responsible in our planning.

Sincerely,

Douglas E. Finch, City Manager
City of Duncanville

2025–2040 Capital Improvement Plan

Vision Statement

Duncanville is a forward-thinking, resident-focused community that welcomes all. The City builds on its unique position—proximity and ready access to the Dallas metroplex—to enhance quality of life through modern infrastructure, accessible public facilities, and thriving neighborhoods. Downtown Duncanville serves as a walkable civic, cultural, and commercial hub, enriched by locally owned businesses, arts, and vibrant community spaces. Duncanville represents an inclusive community focused on innovation, fiscal responsibility, sustainability, and resilience.

15-year (2025 – 2040) Capital Improvement Plan - Detailed Report



The 2023-2025 City Council of the City of Duncanville has spent considerable time discussing and listening to the needs of the city relating to Capital Improvements. The Council has met in four different workshops to consider the needs. The following sections provide a detailed breakdown of the CIP's financial allocations by phase, an analysis of funding mechanisms and sustainability, and a summary of community input (polling results) that helped shape priorities.

Short-Term Projects (2025–2027) – $39M

Critical Immediate Needs

Allocation & Projects: The short-term phase focuses on **critical immediate needs** with a budget of about **$39 million**. This represents the upfront push to tackle pressing infrastructure and facility issues in the first three years.

Key projects in this phase include:

- **Service Center Renovation ($10.2M):** A major overhaul of the city service center to modernize facilities and improve operational efficiency. This ensures public

works and maintenance services have updated infrastructure to better serve residents.

• **Fieldhouse HVAC & Kitchen Upgrades (~$1.27M):** Replacing aging HVAC systems ($1.2M) and renovating kitchen facilities ($65K) at the Duncanville Fieldhouse, improving energy efficiency and the usefulness of this community sports/events venue.

• **Fire Station #2 Renovations ($2M):** Upgrades to an existing fire station – addressing plumbing and HVAC issues and structural repairs. This investment extends the station's service life and enhances firefighter safety, directly impacting public safety response.

• **City Hall/Police HQ Generator ($0.5M):** Installation of a backup generator for City Hall and the Police Department, ensuring critical operations can continue during power outages. This project boosts disaster resilience for essential city functions.

• **Harrington Park Phases I & III ($3.4M):** Park improvements across multiple phases, including infrastructure upgrades, new amenities, and landscaping at one of the city's major parks. These enhancements expand recreational opportunities and can even promote sports tourism by improving athletic facilities.



• **Police Building Expansion/Upgrade ($10.5M):** Construction of a new police facility or significant expansion to address space constraints and modernize law enforcement operations. This substantial investment strengthens public safety infrastructure and community policing capacity.

• **Automated Metering Infrastructure (AMI) ($11M):** City-wide implementation of advanced water meter technology. Upgrading to smart meters will improve water resource management, detect leaks, and provide better service to residents through more accurate billing and usage data.



• **Water/Wastewater Master Plan ($0.2M):** Development of a comprehensive plan for upgrading water and sewer systems. Though a relatively small budget item, this planning effort is crucial for guiding future utility infrastructure investments and ensuring sustainable water service as the city grows.

Focus & Impact: In total, short-term projects emphasize **public safety, core infrastructure, and parks** – exactly the areas of most immediate concern. Over this 2025–2027 period, Duncanville will see visible improvements: modernized city facilities, reduced maintenance backlogs, and enhanced safety systems. The ~$39M expenditure in three years is an ambitious but necessary boost to catch up on critical needs (like fixing aging buildings and utilities). Financially, the City plans to fund this phase through a combination of saved capital funds and the first issuance of bonds. Because these projects are front-loaded, the City will carefully time bond sales and use grants where available (for example, seeking federal grants for the AMI project due to its water conservation benefits). The result is a surge of investment without sacrificing the City's fiscal stability – a strategy made possible by the CIP's forward planning.

Medium-Term (2028–2033) – $23.3M Investment

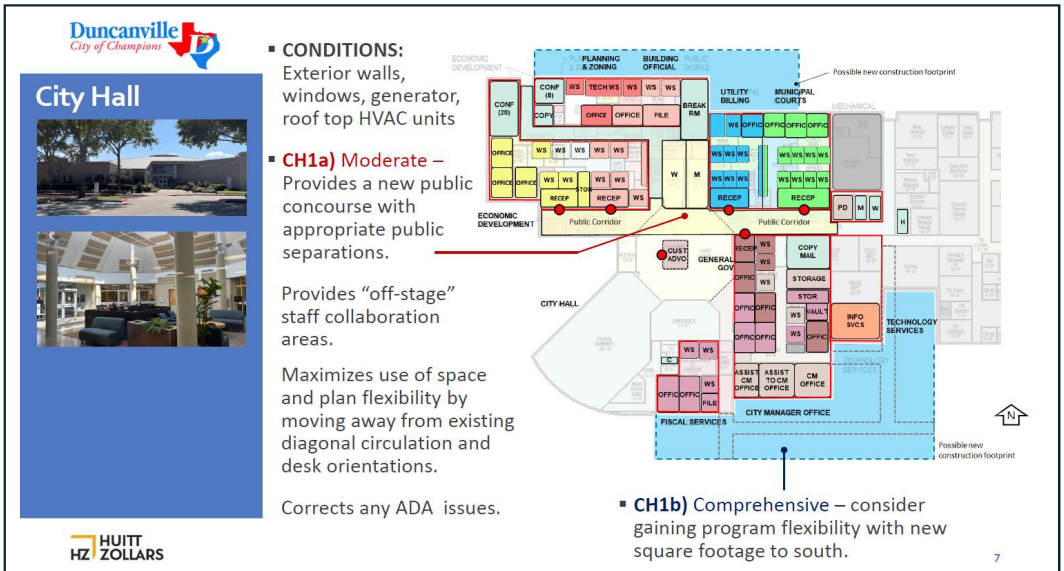
Capacity Expansion

Allocation & Projects: The medium-term phase allocates roughly **$23.3 million** over years 4 through 9 of the plan. This phase builds on early improvements and starts addressing **capacity expansion and quality of life enhancements** as the city grows. Key medium-term projects include:

- **Third Fire Station ($8M):** Construction of a new fire station to improve emergency response times in growing or currently under-served areas of Duncanville. Adding a third station expands public safety coverage, reflecting the city's growth and the community's priority on safety services. This particular initiative could be advanced to a short term project, if feasible, with the issuance of a bond.

- **Harrington Park Phase II ($3.3M):** The second phase of the Harrington Park improvements, adding sports fields, trails, and playgrounds. This continues the park's development by increasing its usability and recreational offerings. Such enhancements attract families and support community wellness, aligning with residents' interest in better parks.

- **City Hall Renovations ($8M):** Upgrades to the existing City Hall building, focusing on critical needs like HVAC replacement, ADA compliance improvements, and interior refurbishments. This investment ensures the seat of government remains functional, efficient, and accessible to all citizens.



September 2024 presentation by Huitt Zollars to City Council, Facilities Condition & Needs Assessment

- **Recreation Center Renovations ($4M):** Modernizing the Duncanville Recreation Center, including upgrades to gymnasiums, adding multi-use program rooms, and improving accessibility features. This project updates a heavily used community facility to better serve youth and adult programs, directly benefiting public health and leisure

Focus & Impact: Medium-term projects address **expanding public facilities and continuing infrastructure improvements**. At ~$23.3M over six years, this phase requires a steadier annual spending rate than the short-term burst. These projects respond to **growing community needs** – for example, as population and service demand increase, the third fire station and enlarged recreation spaces become essential. Financial sustainability is maintained by spacing out these mid-tier investments. The City can pursue grant funding and alternatives targeted at these projects to spread out debt service. Additionally, parks and recreation grants or county partnership funds might be sought for Harrington Park Phase II and the rec center upgrades, leveraging external funding. By 2033, Duncanville will have significantly bolstered its public safety infrastructure and upgraded key civic amenities, all while adhering to a manageable financial game plan that keeps annual capital expenditures and new debt within prudent limits.

Long-Term (2034–2040) – $53M Investment

Civic Infrastructure Facilities

Allocation & Projects: The long-term phase dedicates approximately **$53 million** in the final seven years of the plan. These projects are **major, transformational investments** that will shape Duncanville's services and skyline for decades. Key long-term initiatives include:

- **City Hall Expansion ($15M):** A substantial expansion of City Hall, adding office space, public meeting areas, and flexible workspaces for future needs. As Duncanville grows, its government services will require more capacity; this project ensures the administrative infrastructure can accommodate growth and improve customer service for residents.

- **"103" Facility Renovations ($10M):** Renovation and repurposing of an existing city facility (referred to as project "103") for community or multi-departmental use. With a significant $10 million budget, this could transform an underutilized property into a new asset – for example, a civic center or combined service facility – expanding the city's functional space and service delivery capabilities. Additionally, City leaders should consider if the 103 facility is still needed by this time or if it is possible to privatize this building after other City facility improvements.

• **New Public Library ($20M):** Construction of a **new state-of-the-art library** to replace or supplement the current library. This is one of the most anticipated community projects – a modern library with upgraded technology, study areas, and community meeting spaces. At $20 million, it's a flagship investment aimed at promoting lifelong learning, literacy, and community engagement in the digital age.

• **Library Renovation ($3M):** Renovation of the existing library facility (likely after the new library is built, the old building may be repurposed or become a branch or other community space). This ensures that all library services, new and old, are modernized.



• **Senior Center Renovation ($5M):** Upgrades and expansion of the D.L. Hopkins Jr. Senior Center. With $5 million earmarked, this will enhance amenities for seniors, improve accessibility, and possibly enlarge the facility to serve the growing senior population. It reflects Duncanville's commitment to inclusivity and quality of life for older residents.

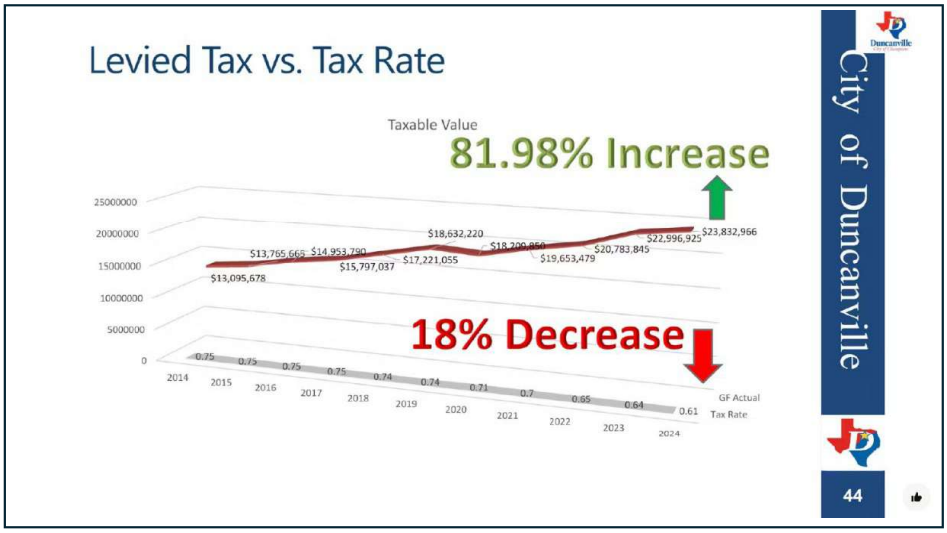
Focus & Impact: Long-term projects center on **civic modernization and community facilities,** including major public buildings and amenities for education and seniors. This $53M phase (2034–2040) is the costliest, underlining that big-ticket items are scheduled at the tail end of the 15-year window. By deferring these large expenses to later, the city gains time to plan financially – for instance, to conduct feasibility studies, secure land if needed, and build up funding capacity (through bond elections or savings). The impact of this phase will be transformational: a new library and expanded city hall will become legacy infrastructure for the city, and renovated facilities will significantly improve citizen experiences. Funding these may require **voter-approved bond referendums in the mid-2030s** for the library if needed. The CIP anticipates this and aligns these projects with the city's debt schedules so that older bonds (perhaps from previous initiatives) may be paid off as new ones are issued, keeping the overall debt level manageable. By the end of 2040,

Duncanville is projected to have a much more modern civic center, from administration to public spaces, achieved through careful long-term financial planning.

Financial Sustainability & Funding Mechanisms

Implementing a $115+ million program over 15 years demands careful financial stewardship. The CIP's design inherently promotes sustainability by phasing projects and aligning them with realistic funding sources. Key funding mechanisms and strategies include:

• **Bonds:** Many large capital projects (new buildings like the library or fire station) would need to be financed through initiatives such as bonds, which spread the cost over many years. The plan times these big projects with potential bond elections in phases, so that debt service can be smoothed out. Duncanville's approach is to "manage debt responsibly and maintain fiscal health while delivering on commitments". This means keeping the city's debt ratios within safe limits. For example, bonds issued for short-term projects might be structured to be partially repaid by the time long-term bonds for the library are issued, avoiding overlapping heavy debt loads.



• **Pay-as-You-Go and Reserve Funds:** Smaller and mid-sized projects (like park improvements, vehicle replacements, or studies like the Water/Wastewater Master Plan) may be paid from annual budget allocations or existing capital reserve funds. By using cash on hand for these modest costs, the city avoids incurring debt interest. The CIP identifies such opportunities to pay-as-you-go, especially in the early years, to preserve borrowing capacity for the big items later.

• **Grants and External Funding:** The City will aggressively seek **state and federal grants** for eligible projects. As noted in the CIP, leveraging outside funding and partnerships is a priority "to maximize impact while minimizing financial strain on the municipality". Projects

with regional impact or specific objectives (e.g., flood control, transportation, or technology upgrades) might qualify for county, state, or federal funds. For instance, the planned Smart City Traffic Control Solutions (traffic monitoring technology) and citywide street lighting upgrades (noted in the CIP appendix) could attract grants or energy-efficiency rebates. Additionally, Duncanville may collaborate with neighboring cities or agencies on projects like the new fire station if it serves mutual aid purposes, sharing costs.

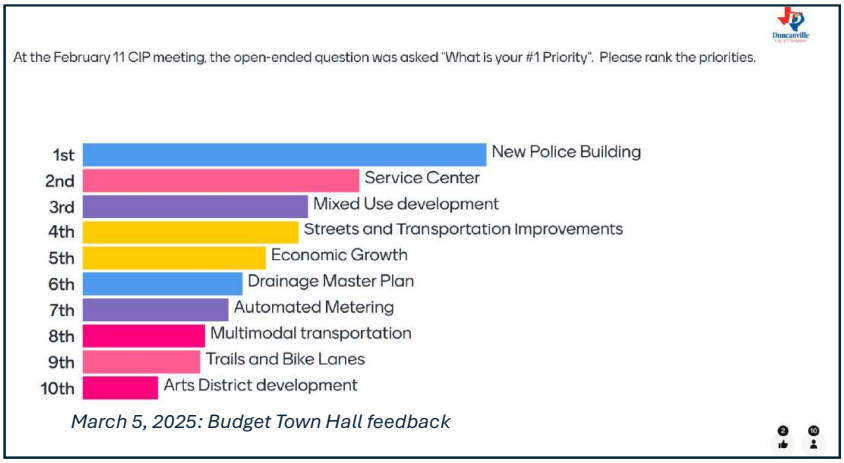
• **Enterprise Funds and User Fees**: Utility-related projects, such as the $11M AMI water meter system and water/sewer infrastructure plans, can be funded through the City's water/sewer enterprise fund, supported by utility fees supported by financial incentives through the Texas Water Development Board (TWDB). This means those projects are financed by water bill revenues or utility bonds (repaid by those revenues) rather than general taxes. This dedicated funding ensures that improvements in water infrastructure are financially self-sustaining, aligning costs with the users/beneficiaries.

• **Economic Development Funds:** Some facility upgrades that have economic benefits (like the Fieldhouse improvements, which can attract events and tourism) or projects like downtown streetscapes could tap into economic development corporations or dedicated sales tax funds if available. While not explicitly stated in the CIP, cities often use 4B sales tax revenue (if applicable) for park and recreation facilities. Duncanville will explore these special funding avenues to lessen the burden on the general fund; as well as the use of Hotel Occupancy Tax (HOT) Funds.

Overall, the CIP's financing strategy is a **mix of prudent borrowing and diversified revenue sources. By securing external financing and aligning resources up front,** the City can execute the plan without fiscal distress. Each project in the CIP is paired with an anticipated funding source in detailed budgeting, and the plan is revisited annually to adjust for economic conditions. This flexibility and foresight ensure that Duncanville's CIP is not just a wish list but a financially achievable roadmap. The outcome is a sustainable investment program that upgrades the city's infrastructure steadily while maintaining a stable tax rate and healthy fund balances (a critical aspect appreciated by residents and bond rating agencies alike).

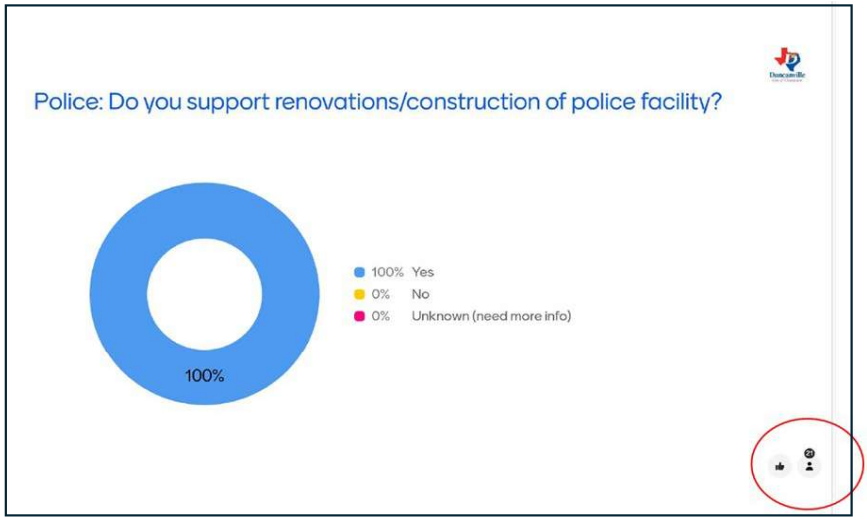
Community Priorities and Polling Results

Community input played a vital role in shaping the CIP, ensuring that the projects funded align with residents' priorities. Throughout the planning process – including public workshops, surveys, cip meetings, and a CIP & Budget Town Hall – **polling results and feedback** consistently highlighted certain key areas of need. The CIP incorporates these insights, as evidenced by the projects chosen. Below is a summary of community priorities as reflected in the polling and how they correspond to CIP investments:



March 5, 2025: Budget Town Hall feedback

• **Public Safety is a Top Priority:** Respondents strongly supported enhancements to public safety infrastructure. The idea of building or expanding the **police station** and a **new fire station** to improve emergency coverage received widespread backing. The CIP addresses this with a third fire station ($8M) in the medium term and a major police building project ($10.5M) in the short term. This alignment shows the city responding directly to citizens' calls for well-resourced fire and police services. Community members understand that faster response times and modernized public safety facilities save lives and improve safety, and they voiced support accordingly.



• **Enhanced Parks and Recreation:** Survey feedback indicated high demand for improved parks, trails, and recreational amenities. In particular, many residents expressed interest in developing the **Charles F. Ladd Nature Preserve** and creating a **dedicated Dog Park** in the city – features that would greatly enhance quality of life. The CIP acknowledges these as high-priority community projects by listing them as significant items pending funding: the Nature Preserve improvements ($9.0M) and a new Dog Park ($2.95M) have been identified for funding consideration. Their inclusion (even if as standalone items) reflects the strong community support behind them. Likewise, upgrades to Harrington Park (Phases I, II, III) and the recreation center are in the plan, consistent with residents' calls for better parks and youth facilities. Polling during CIP meetings showed broad enthusiasm for park expansions, indicating that citizens value open space, sports, and recreation highly.



• **Street and Infrastructure Upgrades:** Feedback from neighborhood meetings and surveys underscored frustration with aging streets, drainage issues, and infrastructure maintenance. Residents frequently ranked **street improvements and flood control** among their top concerns. In response, the CIP dedicates funding in the short term to street reconstructions and alley repairs (e.g. Ohio Blvd ADA improvements, alley refurbishments, and specific road projects in FY2025–2027). It also includes a Drainage Master Plan and targeted stormwater fixes. These projects address the community's desire to see tangible improvements in road quality and drainage. The polling results showed strong support for using bond funds to fix streets—an essential "bread and butter" issue for the public.

• **Modern Library and Community Facilities:** The vision of a modernized **public library** and improved community centers (like the senior center and recreation center) received significant support, especially in the comprehensive plan survey conducted alongside the CIP. Many families and seniors emphasized the need for updated, larger library space and senior facilities. The CIP's long-term projects – a $20M new library and $5M senior center

renovation – directly mirror these desires. Community backing for the library was notable; for instance, attendees at the town hall voiced that a 21st-century library with more programming space is crucial for education and cultural enrichment. This input gave the City Council confidence that such a large investment will have public support when it comes time to seek funding approval.

In summary, **community polling and engagement affirmed the CIP's priorities**. The plan is not only a top-down financial roadmap but also a reflection of grass-roots input. Projects with the loudest public support – **safer streets, better parks, robust fire/police services, and modern community spaces** – rose to the top of the list. As noted in the CIP introduction, the process "ensures investments reflect the community's priorities." Going forward, maintaining this community alignment is critical: continued citizen involvement will guide annual CIP updates, bond elections for funding will require voter approval, and ultimately, the community's use of and satisfaction with these projects will measure the CIP's success.

Quality of Life Improvements – Ladd Nature Preserve & Dog Park

The **Charles F. Ladd Nature Preserve Master Plan** and **Duncanville Dog Park Master Plan** represent significant quality-of-life enhancements designed to enrich Duncanville's recreational offerings, improve community well-being, and further establish Duncanville as a desirable place to live, visit, and enjoy nature.

The **Charles F. Ladd Nature Preserve** Master Plan identifies a total estimated investment of approximately **$8.99 million**, structured into multiple phases. Early phases focus on critical foundational improvements such as habitat restoration, invasive species management, and the construction of primary walking trails, parking areas, and accessible pathways. Subsequent phases aim to introduce additional educational and recreational amenities including outdoor classrooms, bird-watching observation decks, interpretive signage, nature-themed play areas, and passive recreation spaces designed for

Opinion of Probable Construction Cost (OPCC) 100%		
Base Bid		
Description		Total
Mobilization and Site Preparation		$880,000.00
Hardscape and Circulation		$3,197,500.00
Nature Center		$2,000,000.00
Landscaping		$473,000.00
Site Ameneties and Signage		$948,750.00
Overall Subtotal		*$7,499,250.00*
20% Contingency	$	*1,499,850.00*
Base Bid Total	***$***	***8,999,100.00***
Estimated Annual Land Management & Maintenance (1%)	$	*89,991.00*
Estimated Annual Inflation (2026)	$	*9,269,073.00*
Estimated Annual Inflation (2027)	$	*9,547,145.19*
Estimated Annual Inflation (2028)	$	*9,833,559.55*
Estimated Annual Inflation (2029)	$	*10,128,566.33*

environmental education and quiet reflection. This phased implementation not only enhances the ecological integrity of the preserve but also provides residents with unique, nature-oriented recreational experiences.

Similarly, the **Duncanville Dog Park** Master Plan outlines a phased approach with an estimated total cost of approximately **$2.9 million**. The initial phase emphasizes fundamental elements such as separate fenced areas tailored for small and large dogs, durable turf, shade structures, benches, and accessible walkways at an estimated cost of approximately $1.3 million. Future phases incorporate premium enhancements including lagoon-style water features, specialized agility equipment, additional shaded seating areas, landscaping improvements, and amenities that cater specifically to dog owners. These thoughtful additions create an inviting environment for community engagement, social interaction,

Duncanville Dog Park Master Plan
Opinion of Probable Cost
Prepared by Kimley-Horn
Tuesday, November 26, 2024

Entry/Perimeter	
Hardscape Subtotal:	$787,254.60
Softscape Subtotal:	$199,495.12
Utilities, Lighting, and Electrical subtotal:	$182,230.00
Wayfinding & Signage	$62,500.00
GRAND TOTAL:	**$1,231,479.72**

Water Dog Park	
Hardscape Subtotal:	$405,485.00
Softscape Subtotal:	$8,168.41
Utilities, Lighting, and Electrical Subtotal:	$31,000.00
Wayfinding & Signage	$8,500.00
GRAND TOTAL:	**$453,153.41**

Open Space Dog Park	
Hardscape Subtotal:	$250,860.00
Softscape Subtotal:	$21,274.97
Utilities, Lighting, and Electrical Subtotal:	$46,000.00
Wayfinding & Signage	$8,500.00
GRAND TOTAL:	**$326,634.97**

Small Dog Park	
Hardscape Subtotal:	$223,822.50
Softscape Subtotal:	$14,866.62
Utilities, Lighting, and Electrical Subtotal:	$31,000.00
Wayfinding & Signage	$8,500.00
GRAND TOTAL:	**$278,189.12**

Large Dog Park	
Hardscape Subtotal:	$292,472.50
Softscape Subtotal:	$24,746.40
Utilities, Lighting, and Electrical Subtotal:	$64,000.00
Wayfinding & Signage	$8,500.00
GRAND TOTAL:	**$389,718.90**

Subtotal (Excluding Contingency):	$2,679,176.12
Contingency/ Inflation (10%)	$267,917.61
GRAND TOTAL:	**$2,947,093.73**

and recreational enjoyment for both pets and their owners.

Consistent with the City Council's discussion from the February 11, 2025 meeting, funding for both projects will strategically leverage alternative revenue streams, including partnerships, private donations, sponsorships, dedicated park funds, and grants. This funding approach reflects Council's clear intent to reduce reliance on taxpayer-supported General Obligation debt, ensuring responsible fiscal management by prioritizing critical infrastructure and balancing those needs with community-desired enhancements. These plans demonstrate the City's commitment to investing in projects that meaningfully enhance community pride, promote active and healthy lifestyles, support ecological stewardship, and establish lasting assets that strengthen Duncanville's position as a vibrant, welcoming community.

Financial Distribution

To illustrate the financial distribution and community focus, the table below provides an overview of the CIP by timeframe, highlighting the budget allocation and primary focus of each phase:

Phase	Estimated Investment	Primary Focus Areas
Short-Term (2025–2027)	**$39.0 million**	Critical infrastructure, public safety, parks
Medium-Term (2028–2033)	**$23.3 million**	Facility expansion, public safety, smart upgrades
Long-Term (2034–2040)	**$53.0 million**	Major civic buildings, library, senior services
Total (2025–2040)	**$115.3+ million**	Comprehensive citywide improvements

The above financial breakdown and the supporting community input show a carefully structured plan. Each phase of the CIP not only manages to invest in the city's growth but does so in alignment with what residents have signaled they want most, thereby maximizing the plan's positive impact on Duncanville's development

Conclusion

In closing, the Capital Improvement Plan (CIP) represents a strategic roadmap for Duncanville's sustainable growth. It is designed to ensure our city remains resilient, competitive, and responsive to the evolving needs of our diverse community. While detailed, this plan is also intentionally flexible, recognizing that unforeseen challenges and opportunities may arise requiring thoughtful adjustments. By aligning our infrastructure priorities with community values and long-term objectives, the City Council and Administration remain committed to enhancing Duncanville's quality of life, safeguarding our financial resources, and positioning the City of Champions for lasting success.

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Council to receive a briefing on the work of the 2025 Bond Committee kicking off and also discuss concepts of potential facility improvements including locations and renderings.

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:
Doug Finch, City Manager

BACKGROUND/HISTORY:
Council to receive a briefing on the work of the 2025 Bond Committee kicking off and also discuss concepts of potential facility improvements including locations and renderings.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 18 Mar 2025

TITLE:
Council briefing on proposed ordinance requests.

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:
Douglas E. Finch, City Manager

BACKGROUND/HISTORY:
A series of proposed ordinance amendments have been identified or requested for City Council consideration. The Council will review the list, and establish a priority order based on time sensitivity and overall importance. This prioritization will help guide the consideration and implementation of amendments in alignment with the City's needs and objectives. No decisions will be made on any particular ordinance.

POLICY EXPLANATION:
2025 City Council
Code of Ordinances (Legislative Requests):

- Animal Control;
- Salvage and Reclamation;
- Auto Restoration;
- Automotive Repair;
- Short Term Rental / Occupancy Tax;
- Zombie Property;
- Code Audit – areas where code conflicts;
- Parking on commercial grass (approved parking surfaces);
- Special events – street closures;
- Charter amendment;
- Zoning updates re: Comprehensive Plan;
- Chargebacks – development review;
- Camping (request from PD);
- Water Sewage Disposal (enforcement procedures);

- Naming of buildings;
- Exemptions of Real Property Tax limits Duncanville, Dallas County (Age 65 & Older, Disabled Persons);
- Special Improvement Districts;
- Parks ordinance – Legislation public park spaces as nature preserves and include definitions and special use regulations of such park space (the definitions and regulations may already exist, more or less, in the zoning ordinance);

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.