



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, April 2, 2024

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

7:00 P.M. - Regular Session

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

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, April 2, 2024 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, April 2, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, April 2, 2024
- First Name, Last Name, and Address

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

- | | | |
|----|--|----------|
| A. | Council to receive a briefing from Swagit representatives and discuss recent issues with Council meeting broadcasts.
Swagit Briefing | 6 - 33 |
| B. | Council to receive a briefing on Official Sister City Recognition.
Official Sister City Recognition | 34 |
| C. | Presentation on the Dallas County Inland Port Flood Planning Study by Dallas County Commissioner John Wiley Price.
Presentation on the Dallas County Inland Port Flood Planning Study | 35 - 36 |
| D. | Council Briefing on the increase of lateral Police Officer bonus pay.
Council Briefing on Increase Lateral Police Officer Bonus Pay | 37 - 39 |
| E. | Briefing on a proposed purchase of a 2024 Ford F-450 4x4 Brushfighter Small Brush Truck from Daco Fire Equipment in the expenditure amount of \$236,789.00.
Briefing on a proposed purchase of a Ford F-550 4x4 Brushfighter Small Brush Truck from Daco Fire Equipment | 40 - 139 |

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

CALL TO ORDER

INVOCATION - Pastor April Goforth, First United Methodist Church Duncanville

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

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

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

- | | | |
|----|---|-----------|
| A. | Consider the Minutes for the March 19, 2024, City Council Regular Meeting.
City Council - 19 Mar 2024 - Minutes | 140 - 144 |
| B. | Consider an Ordinance of the City of Duncanville, Texas, amending Ordinance 2502, by amending Section 3, Annual Pay Scale for the Classified Positions under Civil Service in the Police and Fire Departments; providing for a Pay Scale under Civil Service; repealing all Ordinances in conflict herewith; and, providing a severability clause; providing a repealing clause.
Amendment of Ordinance 2502 | 145 - 151 |
| C. | Council to consider a resolution confirming the City Manager's appointment of Greg Chase as the Interim Fire Chief.
Confirmation of Interim Fire Chief | 152 - 155 |
| D. | Consider a Resolution approving an Interlocal Agreement between the City of Cedar Hill, Texas, the City of DeSoto, Texas, the City of Lancaster, Texas, and the City of Duncanville, Texas, to partner in the Best Southwest Hispanic Heritage Celebration which is attached hereto as Exhibit 'A'.
Hispanic Heritage ILA | 156 - 165 |
| E. | Consider a Resolution approving a license and use agreement with Texas Master Naturalist Indian Trail Chapter for activities at the Charles F. Ladd Nature Preserve. | 166 - 179 |

[Texas Master Naturalist License Agreement](#)

- F. Consider Amending City of Duncanville Ordinance Chapter 12B - Parks Rules and Regulations, to introduce new rules and regulations specifically tailored for the operation, safety, and maintenance of splash pads. 180 - 186
[Amend Chapter 12B to adopt and include Splash Pad Rules and Regulations](#)
- G. Consider a Resolution authorizing a five-year procurement of Police Ammunition from GT Distributors, Inc, Austin, TX, through Buyboard contract #698-23, with a contingency amount not to exceed \$627,000.00; authorizing the City Manager to execute the necessary documents; providing for a non-appropriation clause. 187 - 193
[GT Distributors - Ammunition](#)
- H. Consider a Resolution authorizing an amendment for IFB 20-018 with Elite Striping, LLC for pavement markings supply and installation services for an additional estimated expenditure amount of \$53,529.00. 194 - 199
[Pavement Markings](#)
- I. Consider a Resolution authorizing an amendment to Professional Services Agreement 24-0013 with Alliance Geotechnical Group, Inc. for geotechnical engineering and materials testing services through May 1, 2028, in a total contract amount not exceeding \$300,000.00, subject to City Council appropriation. 200 - 249
[Geotechnical Engineering and Materials Testing Contract Amendment with Alliance Geotechnical Group Inc.](#)
- J. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Silsbee Ford to purchase six Ford Explorers through Texas Procurement and Support Services Contract 070-M1 in the expenditure amount of \$227,996.94. 250 - 260
[Purchase of Six Ford Explorers](#)
- K. Consider a resolution acknowledging receipt of the Independent Audit and Annual Comprehensive Financial Report provided by McConnell & Jones, LLP for the Fiscal Year ended September 30, 2022. 261 - 406
[Acknowledgement of the FY 21-22 Independent Audit and Annual Comprehensive Financial Report](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Take any necessary action as a result of the Executive Session.
- B. Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map, as heretofore amended, by revoking a Special Use Permit "SUP" for the use Religious Institution (Ordinance No. 2134) on property currently zoned as Commercial District located at 310 East Red Bird Lane. 407 - 426
[Rescind SUP at 310 East Red Bird Lane](#)
- C. Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map, as heretofore amended, by revoking a Special Use Permit "SUP" for Barber School (Ordinance 427 - 445

No. 2354) on property currently zoned as Local Office/Retail District located at 1210 South Main Street.

[Rescind SUP at 1210 South Main Street](#)

- D. Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map, as heretofore amended, by revoking a Special Use Permit "SUP" for a Cosmetology School and Salon (Ordinance No. 2325) on property currently zoned as Local Office/Retail District located at 928 South Cedar Ridge Drive. 446 - 464

[Rescind SUP at 928 South Cedar Ridge Drive](#)

- E. Consider a resolution authorizing approval of incentive grants by the Duncanville Community and Economic Development Corporation (DCEDC) to Italy Family Pharmacy, Inc. not to exceed \$9,800.00 for a building located at 102 E. Daniieldale Road, #100, Duncanville, Texas 75137. 465 - 473

[Signage Incentive Grant-Italy Family Pharmacy](#)

6. STAFF AND BOARD REPORTS

- A. Review current Boards and Commission vacancies 474 - 478

[Boards and Commissions Update](#)

- B. Council Briefing on Hotel Occupancy Tax expenditure process. 479 - 516

[Briefing on Hotel Occupancy Tax Expenditures and process](#)

- C. Council Briefing on an opportunity to collaborate with the Duncanville Community Economic Development Corporation in the development of parcels currently off the tax rolls and owned by the City of Duncanville. 517 - 634

[Council Briefing on City owned real property and DCEDC](#)

- D. Receive the Monthly Financial Report as of February 29, 2024 635 - 682

[Receive the Monthly Financial Report as of February 29, 2024](#)

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 28, 2024, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Council to receive a briefing from Swagit representatives and discuss recent issues with Council meeting broadcasts.

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:

David Kees, Assistant to the City Manager

BACKGROUND/HISTORY:

In July of 2022, the City Council authorized a three year contract with Swagit Productions, LLC, to produce and broadcast the meetings of Council and some boards and commissions. The contract also has two, one year renewal options.

POLICY EXPLANATION:

Recent Council meeting broadcasts have had persistent issues that Swagit has not addressed. Representatives from Swagit will brief the Council on their broadcast production process and answer any questions presented by Council.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Actions directed by Council as a result of the briefing.

ATTACHMENTS:

[Reso No 2022-051 - Swagit Productions Contract](#)

RESOLUTION NO. 2022-051

A RESOLUTION APPROVING THE AWARD OF THE CITY COUNCIL AND OTHER PUBLIC MEETINGS BROADCASTING, SOCIAL MEDIA LIVE STREAMING, AND NON-INDEXED VIDEO HOSTING TO SWAGIT PRODUCTIONS, LLC. THROUGH THE INTERLOCAL PURCHASE SYSTEM (TIPS) CONTRACT 190703 FOR AN INITIAL TERM OF THREE (3) YEARS FOR AN ESTIMATED AMOUNT OF \$291,494.00. THE AWARD ALSO INCLUDES TWO (2) ONE-YEAR OPTIONS FOR AN ESTIMATED \$151,560.00. THE CONTRACT'S TOTAL VALUE, INCLUDING THE INITIAL TERM PLUS OPTION, IS FIVE (5) YEARS FOR AN ESTIMATED \$443,054.00. AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PAYMENT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Installation/replacement of the broadcasting system in Duncanville City Hall Council Chambers and Briefing Room. The City's current broadcasting system is old and has presented video and audio challenges as demonstrated in the City Council meeting dated May 10, 2022; and

WHEREAS, The various components and services for this project are available from Swagit of Plano, Texas through The Interlocal Purchasing System ("TIPS") cooperative agreement #200101; and

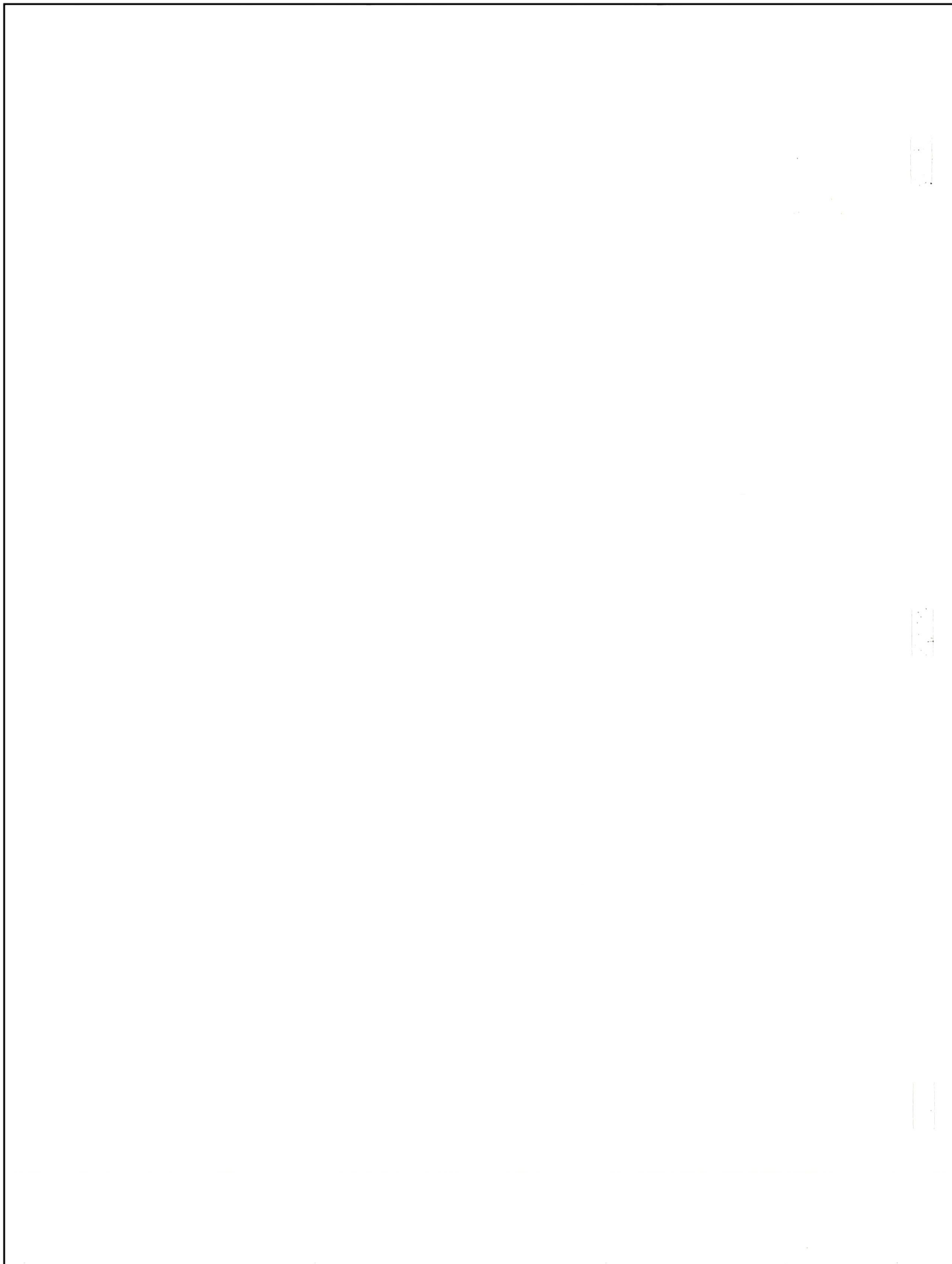
WHEREAS, The proposal cost is an initial term of three (3) years for an estimated amount of \$291,494.00. The award also includes two (2) one-year options for an estimated \$151,560.00. The contract's total value, including the initial term plus option, is five (5) years for an estimated \$443,054.00.

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

SECTION 1. the City Council of the City of Duncanville, Texas hereby approves the execution of an agreement and/or purchase order for the procurement of broadcasting from Swagit Productions, LLC for an initial term of three (3) years for an estimated amount of \$291,494.00

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

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



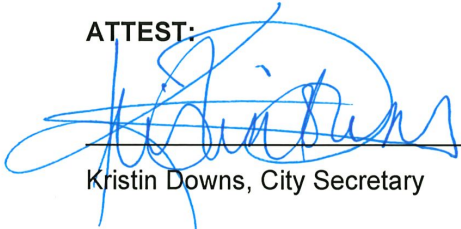
DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of July, 2022.

APPROVED:



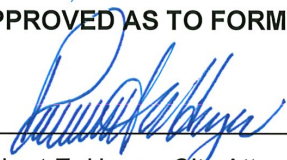
Barry L. Gordon, Mayor

ATTEST:



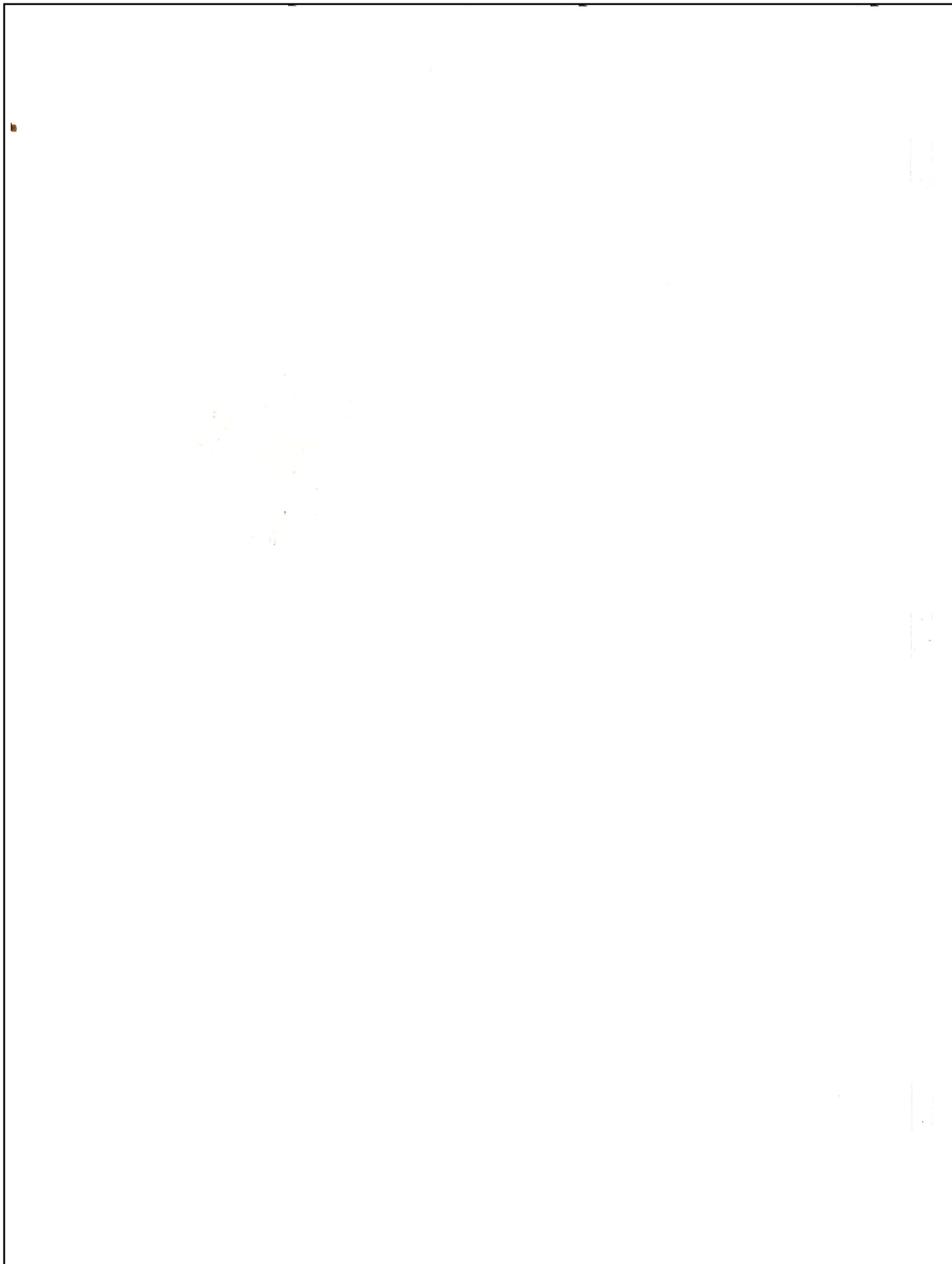
Kristin Downs, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney





AGREEMENT FOR VIDEO STREAMING SERVICES

CITY OF DUNCANVILLE and SWAGIT PRODUCTIONS, LLC

This Agreement for Video Streaming Services ("Agreement") is made by and between the City of Duncanville, Texas ("City"), a municipal corporation with offices at 203 E. Wheatland Road, Duncanville, Texas 75116, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 12801 N. Central Expressway, Suite 900, Dallas, Texas 75243 effective as of the date written below.

RECITALS

- A. The City desires to enter into this Agreement in order to obtain video streaming services for scheduled meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, is an approved provider under and in accordance with The Interlocal Purchasing System Contract No. 200101 (TIPS), and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the City desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following work and services for the City:

Page 3 of 22

- 1.1 Provider agrees to provide the work and services as set forth in the Scope of Services. In addition, Provider shall provide dedicated customer support service reachable by phone at 214-432-5905 and by email at support@swagit.com.
 - 1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by the Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the City of Duncanville's Council Chambers located at City Hall, 203 E. Wheatland Road, Duncanville, Texas 75116 (the "Site"). Before installing the same, Provider shall deliver to the City, for review and consideration of approval, drawings or plans and specifications for such Installation. The City's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the City that the Installation or related plans comply with any specifications therefor or with any applicable governmental laws, rules, codes, standards, or regulations.
2. COMPENSATION OF PROVIDER
- 2.1 Provider agrees to provide all of the services and Equipment set forth in the Scope of Services and as described herein for the following amounts:
 - (a) A one-time charge not to exceed:
 - (i) **Nine Thousand Three Hundred Ninety and No/100 Dollars** (\$9,390.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Streaming Video Hardware*"); and
 - (ii) **Forty-Nine Thousand Seven Hundred Seventy-Four and No/100 Dollars** (\$49,774.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 5, "*Avior Broadcast System*"); and
 - (iii) **Four Thousand Nine Hundred Ninety and No/100 Dollars** (\$4,990.00) for closed captions hardware and other related (including, without limitation, Remote Installation) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Captions Encoder*"); and
 - (b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the City, the City shall pay to Provider a monthly fee in the amount of **Six Thousand Three Hundred Fifteen and No/100 Dollars** (\$6,315.00) for on-demand video streaming, live video streaming, social media eXstream, automated closed captions in English and Spanish and remote switching (as identified and described on the attached Exhibit "A", page 3, "*Streaming Video Monthly Managed Services*").

2.2 Except as set forth herein, payments will be processed on a monthly basis (the City may elect annual basis) with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be paid in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.

2.3 Should the City fail to pay any invoice that is outstanding more than 60 days, a service fee as stipulated by the Bureau of Fiscal Services (<https://www.fiscal.treasury.gov/prompt-payment/rates.html>) will be applied to the total amount of that invoice, not including any shipping or sales tax.

3. RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. Further, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the manner in which Provider performs the work and services, which are the subject matter of this Agreement. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed in accordance with the Scope of Services. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel. Provider warrants and represents that all Equipment and other goods and materials provided by Provider shall be safe, fully operational, and will not cause injury or damage to any person or property, and that all persons provided by Provider to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City, as set forth in the Scope of Services.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state and local government, which may affect the performance of this Agreement.

3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a

limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) has the right and authority to sell the hardware and software to the City; (vi) all hardware and software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the City.

- 3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.
- 3.7 Camera and Broadcast Operations. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the City understands that the operation of the camera and broadcast system can be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The City will need to supply the Provider with access to such TCP and UDP ports with respect to the City's Internet connection. If, such access is not given or the City's Internet connection fails during operations, the Provider will not be held responsible for remote camera operations. Additionally, in the event the Provider decides to operate such system manually, the City shall provide access to the equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*") at the Site described in Section 1.2, above.
- 3.8 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City's expense; (iii) all proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*"), shall be replaced or fixed with respect to each components manufacturer's warranties; and (v) all hardware and software for the caption equipment (as identified and described in the Scope of Services, page 3, "*Captions Encoder*"), shall be replaced or fixed with respect to each components manufacturer's warranties.
- 3.9 Provider's Service Network. Provider's content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-
Page 6 of 29
infrastructure in order to protect against outages. Multiple mirror facilities provide

diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored and viewable to the public on the Provider's networks for a period of three years or as defined by the managed services agreement. All Content is stored and backed up offline indefinitely for the life of the Agreement. Content can also be stored locally on the City's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. City is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP but in such an event the City is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the City may verify compliance with these policies at any time in consultation with Provider engineers and officers.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the City's Authorized
Representative:

Sonya Butler
IT Manager
City of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116
972-780-5067

To Provider:

David Owusu
Director of Streaming
Swagit Productions, LLC
12801 N. Central Expressway, Suite 900
Dallas, Texas 75243
800-573-3160

Notice shall be deemed given upon receipt by the party to whom it is sent.

5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the City, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

6. INSURANCE

Provider and its subcontractors shall procure and maintain in a company or companies lawfully authorized to do business in Texas and until all of their obligations have been discharged and satisfied (and including during any warranty periods under this Agreement), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services and work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the services and work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

 (This coverage must be amended to provide for an each-project aggregate limit of insurance)

2.	<u>Workers' Compensation and Employer's Liability</u>	
	Workers' Compensation	Statutory
	Employer's Liability: Each Accident	\$ 500,000
	Disease-Each Employee	\$ 500,000
	Disease-Policy Limit	\$ 500,000
3.	<u>Professional Liability</u>	\$1,000,000
4.	<u>Cyber-Liability</u>	
	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000

B. OTHER INSURANCE REQUIREMENTS: The foregoing insurance policies shall be endorsed to contain the following provisions:

1. The City of Duncanville, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to general liability, including liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
2. The Provider's insurance shall contain broad form contractual liability coverage.
3. The City of Duncanville, its, officers, officials, agents, employees and volunteers shall be additional named insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
4. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, agents, and employees (and must be endorsed to read as primary coverage regardless of the application of other insurance). Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
5. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies shall contain a waiver of subrogation in favor of the City, its officers, officials, agents, and employees.

8. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Duncanville.
 9. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Duncanville, Texas of any material change in the insurance coverage.
 10. Provider may maintain reasonable and customary deductibles, subject to approval of the City.
 11. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of Texas.
- 6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled, or not renewed, except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Sonya Butler
IT Manager
City of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116

- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Texas and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency. All insurance must be written on forms filed with and approved by the Texas Department of Insurance.
- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement (and update the same as needed to comply with this Agreement). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Certificates of Insurance shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the City of Duncanville.

Page 10 of 22

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Sonya Butler, IT Manager, City of Duncanville, 203 E. Wheatland Road, Duncanville, TX 75116**. The City reserves the right to request and receive within ten (10) days, complete copies of all insurance policies (certified to be true and correct by the insurance carrier) required by this Agreement at any time. The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements and all provisions identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City's risk manager, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

- 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;
- 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
- 7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
- 7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this Agreement.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

- 7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
- 7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;
- 7.2.1.3 The right to monetary damages;
- 7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;
- 7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and
- 7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for

services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

8.1 Headings. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.

8.2 Governing Law and Venue. This Agreement shall be governed by and administered and interpreted under the laws of the State of Texas, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in the State District Court of Dallas County, Texas, and the parties agree to submit to the personal and subject matter jurisdiction of said court.

8.3 Severability. The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.4 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either the City or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.

8.7 Authority to Contract. The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party

hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.

- 8.8 Integration; Modification. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.
- 8.9 Non-appropriation. If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Agreement at the end of the then current fiscal year, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for non-appropriation of funds and will pay the Provider in accordance with this Agreement through the date of termination of this Agreement.
- 8.10 Subcontractors. This Agreement or any portion hereof shall not be sub-contracted without the prior approval of the City. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work and service of all subcontractors and any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal, contractual or other relationship between the City and any subcontractor or sub-subcontractor.
- 8.11 No Waiver. The failure by the City to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by the City of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies the City may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
- 8.12 No Third Party Beneficiaries. This Agreement and all of its provisions are solely for the benefit of Provider and the City and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.
- 8.13 "Includes". For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
- 8.14 Incorporation of Recitals and Exhibits. The Exhibits and Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

Page 14 of 22

9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

- 9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the City. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Provider's sole discretion and for any reason.
- 9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the City, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the City to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.
- 9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the City, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

10. DURATION

This Agreement shall become effective on the last day of execution by the parties, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by either party providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term.

11. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, 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 Agreement shall survive termination.

12. COUNTERPARTS

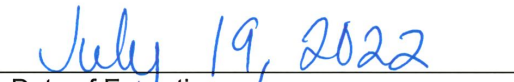
This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

City of Duncanville


Aretha R. Ferrell-Benavides, City Manager

Swagit Productions, LLC


Bryan R. Halley, President


Date of Execution:

July 18, 2022
Date of Execution:

EXHIBIT A
SCOPE OF SERVICES



Scope of Services – Exhibit A

EASE Solution

TIPS Contract # 200101

Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from client staff. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE solution integrates with all Document/Agenda Management solutions.

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages includes unlimited storage of meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips. Meetings typically begin to post to a VOD account within 3-4 hours from the end of a meeting, depending on the client's connectivity speed and bandwidth. Notwithstanding any technical or network issues, fully indexed meetings are available on a client's site in less than 24 hours.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit by default delivers content in the HTML5 streaming video format. This format has proven itself as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.



EASE Solution

•Monitoring

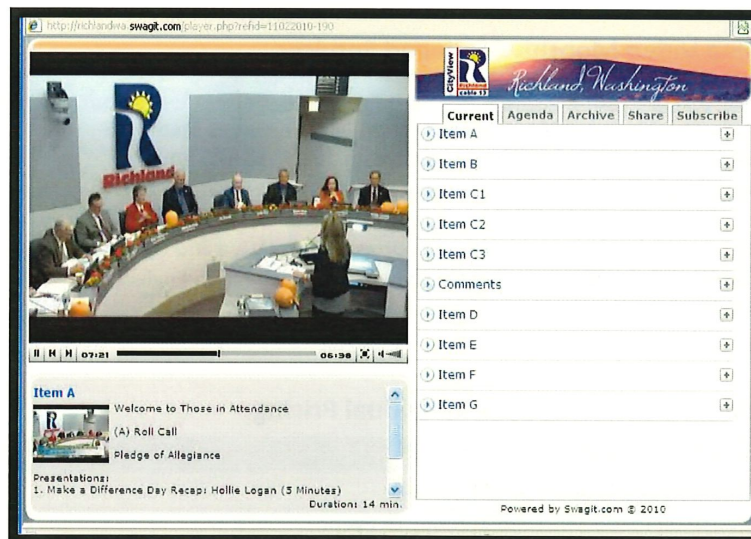
Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

•Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

•Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.





Investment-Streaming Video

Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	2U	\$9,390.00
CaptionPrime Streaming Appliance: EASE Captioning Encoder with One baseband HD-SDI or HDMI capture up to 1080p30, embedded audio or One IP H.264 encode/transcode single channel license or HEVC SD/HD encoding/transcoding. Includes EASE Software Tools, System Burn-in, Rackmount Kit, Branded Video Library Design, Branded Player Design, Closed Caption Software for Web Captions, Remote Installation and Swagit's 3 Year Full System Warranty.		

Captions Encoder

Item Description	Up-front Cost
Standard Caption Encoder/Decoder: The standard caption encoder/decoder for broadcasters requiring basic caption insertion features. The unit offers automatic speech recognition captioning, supports a serial port or TCP/IP connection, and can also be equipped with an optional telco modem. Real-time human or automated transcription with appropriate service plan.	\$4,990.00

Streaming Video Monthly Managed Services

Item Description	Monthly Cost
Package 2: Up To 50 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream, Social Media eXstream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).	\$6,315.00
Includes: Remote switching for up to 50 meetings per year. Live and video on-demand automated closed captioning for 50 meetings per year, in English and in Spanish.	

Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	\$175.00
Each Additional Remotely Switched Meeting or Event	\$250.00
Each Additional Captioned Meeting	\$1,150.00
Programming, Development or Design Implementation	\$120.00/hour



Broadcast System- Avior



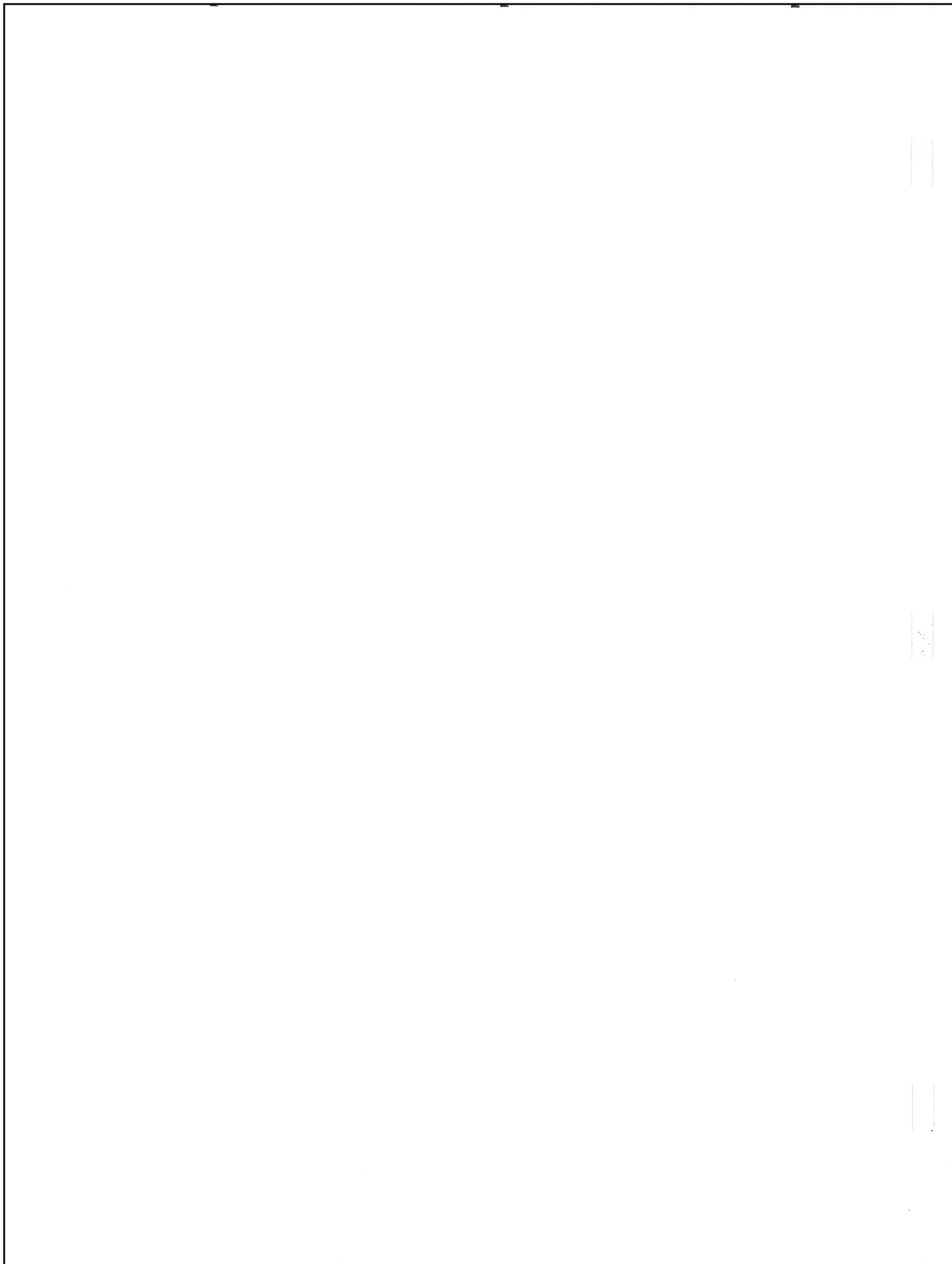
Built upon years of industry experience, Avior is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Avior system remotely from their facility in Dallas, Texas. The Avior system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE, Avior can offer a full end-to-end "hands-free" solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Avior enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior is an invaluable integration of camera-control with switcher operations for use with live production setups like chambers, churches, meeting rooms, and more.



Avior includes 2-4+ HD robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance. They have the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output via SDI and HDMI. They also support both RS232 and RS422 control signals. In addition the cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

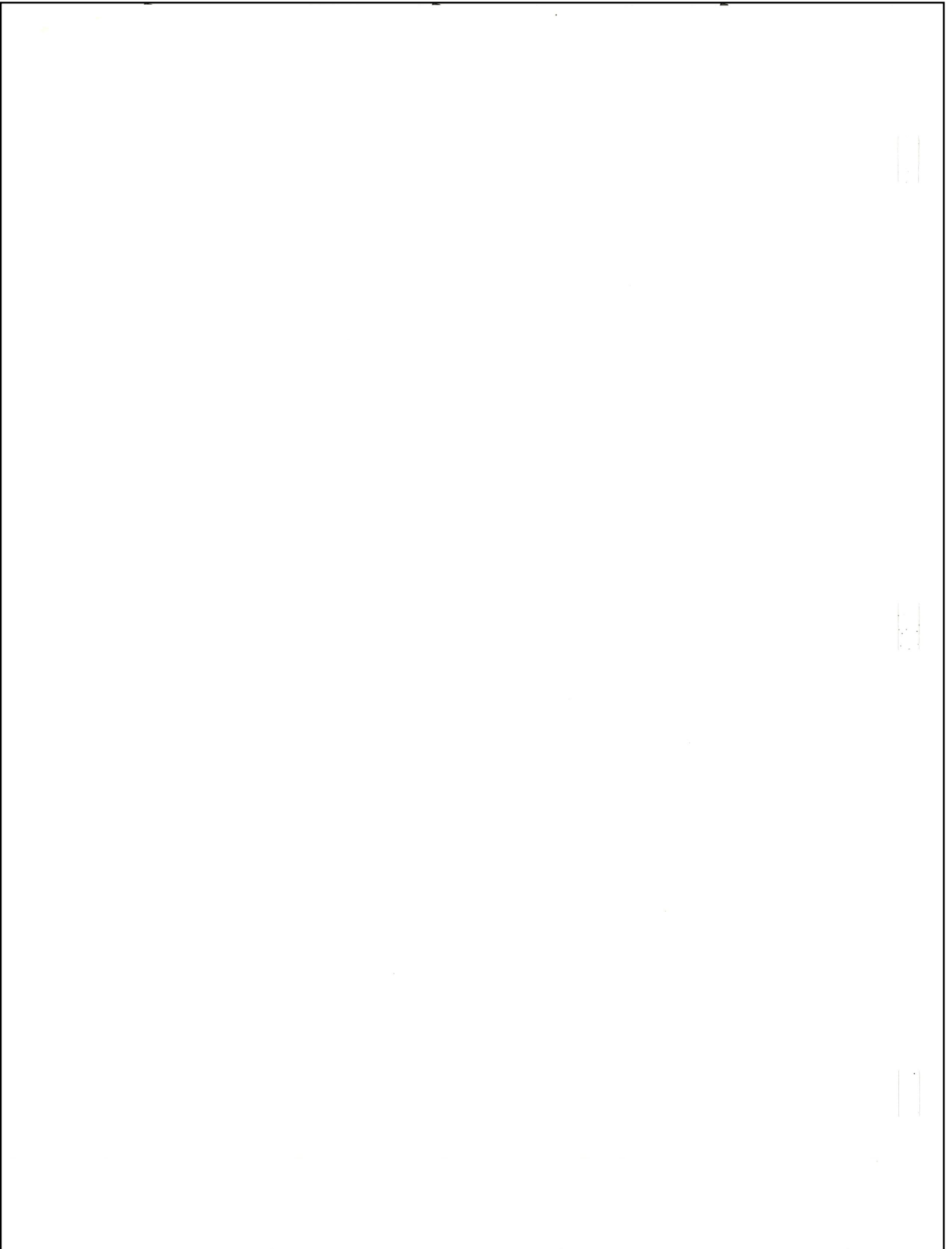




Investment – Avior Broadcast System

QTY	Item Description	Price
6	HD PTZ Camera	
6	Camera Power Connectors	
6	Camera Mounts	
7	Sony- EVI DS-Cable- to daisy chain cameras	
1	EASE-C	
1	BM Studio HD Live Production Switcher with Multi-View Monitor	
1	BM HyperDeck Studio Mini with SD cards	
1	Mini Converter SDI Distribution and Bi-Directional HDMI	
1	Avior Control Software	
1	VTC Integration	
1	PDU Remote Power Switch and Management including Battery Backup	
1	Control Monitors	
1	Presentation Converter/Scaler	
1	CG for Video Graphics/Titles Overlay	
1	Cables, Connectors, Converters, 16U Rack and Hardware necessary for installation	
1	Labor & travel required to install, hook-up and provisioning	
Total Cost for Camera System & Installation		\$49,774.00

Cameras can be controlled locally by the client or remotely by Swagit's staff.





STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Council to receive a briefing on Official Sister City Recognition.

Vision Statement:

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

STAFF RESPONSIBLE:

Barry L. Gordon, Mayor

BACKGROUND/HISTORY:

Mayor Gordon will provide information regarding Official Sister City Recognition for the City of Duncanville and Monasterolo di Savigliano in Italy.

POLICY EXPLANATION:

Mayor Gordon will provide information regarding Official Sister City Recognition for the City of Duncanville and Monasterolo di Savigliano in Italy.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

No action. Briefing only.



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Presentation on the Dallas County Inland Port Flood Planning Study by Dallas County Commissioner John Wiley Price.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

Commissioner John Wiley Price of the Dallas County Commissioners Court represents District 3, which includes several north Texas cities. District 3 cities include Cedar Hill, Combine, Dallas, DeSoto, Duncanville, Ferris, Glen Heights, Hutchins, Lancaster, Mesquite, Ovilla, Rowlett, Sachse, Seagoville, Sunnyvale, Wilmer, and Wylie. The Commissioner is here to provide the City Council with an overview and update of the Dallas County Inland Port Flood Planning Study.

The Dallas County Inland Port Flood Planning Study is underway to determine flood-prone areas and to identify improvements to alleviate flooding in Dallas County. While the study focuses on the Inland Port (Dallas, Ferris, Hutchins, Lancaster, and Wilmer and unincorporated Dallas County), it includes the entire watershed, Hydraulic Unit Code-10 (HUC-10), approximately 230 square miles. HUC-10 includes much of the inland port and Balch Springs, Cedar Hill, Combine, DeSoto, Duncanville, Mesquite, and Seagoville.

The study is funded by the Flood Infrastructure Fund from the Texas Water Development Board and matching funds from Dallas County. The study has an anticipated completion date of Winter 2025.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

N/A



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Council Briefing on the increase of lateral Police Officer bonus pay.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Matthew Stogner, Interim Chief of Police

BACKGROUND/HISTORY:

The Police Department currently has ten (10) police officer vacancies. With the ever-challenging task of hiring police officers, it is paramount that local governments understand the competitiveness of hiring certified officers. In today's time, certified officers are of high priority because of the shortened time it takes for that officer to count as effective staffing, meaning a police officer who is already trained and working independently.

Today, if we hire an applicant who is not certified, we are required to send that person to a police academy. The current police academy is **twenty-two weeks** long. Once the cadet graduates from the police academy, the cadet will move to the department's in-service training for **four weeks**. An in-service academy is designed to introduce cadets to the Duncanville Police Department, with personnel teaching them the application of the law, department regulations, firearms, defensive tactics, evidence processing, etc.

Once the cadet finishes in-service training, they move to field training, which will last for **seventeen weeks** if no remedial training is needed. In field training, a cadet does not equal effective staffing. For **forty-three weeks**, the cadet is in formal training. This does not take into account the amount of time our background investigators need to complete a thorough investigation of their eligibility for hire. The average time for background investigations can be **four to six weeks**.

Historically, cadets have attended the North Central Texas Council of Governments (NCTCOG) or the Dallas Sheriff's Office for the basic police academy. The next available registration date for the police academy is in July. As of this staff report, there are three applicants who have passed several steps in our hiring process. If they pass their polygraph and psychological, then they will be hired; however, they will not begin their formal training until July, causing yet another delay.

By focusing on certified officers, the time saved for them to become effective staffing is approximately **5 ½ months** (academy time). We also have the option while the officer is in field training to reduce the standard 17 weeks according to their progress through the program. This is done through consultation with the Special Services Sergeant, Field Training Officers, and Police Administration. Ultimately, we can reduce training time by **eight months**.

Current Division vacancies:

- 2 – Criminal Investigations Division
- 1 – Narcotics
- 1 – Park Ranger
- 1 – Traffic

To operate effectively, each patrol shift should be allotted, at minimum, seven (7) police officers per shift. We are currently at that mark, which allows us to fill an inter-department vacancy from a division stated above. Cadet Mariana Barbosa has an anticipated graduation date of May 17, 2024. Upon graduation, Barbosa will begin in-service and field training, totaling **twenty-one weeks** if no remedial training is needed.

The goal of hiring lateral officers is to allow us to fill the current inter-departmental vacancies and re-implement several other critical assignments, such as the K9 unit and the Deployment unit. These assignments are critical in increasing our service to the citizens of Duncanville. Lastly, the following supplements will be submitted during the FY25 budget: one additional Sergeant and one additional Lieutenant without reducing our police officer number.

POLICY EXPLANATION:

We intend to implement a step bonus based on the applicant's years of service.

- 0 – <2 years as a licensed peace officer: \$5,000.00
- 2 – <5 years as a licensed peace officer: \$10,000.00
- +5 years as a licensed peace officer: \$20,000.00

In addition to the increase in our lateral bonus pay, I am also recommending a referral bonus of \$5,000.00 for personnel who recruit a lateral police officer applicant. This bonus would be paid once the lateral police officer completes field training.

Lastly, the hired police officer must sign a four-year contract. If the officer voluntarily leaves prior to the end of the agreement, the officer is required to refund the bonus to the City.

FUNDING SOURCE:

ORG and Object Number

01055100-600101 (Police-Patrol – Regular Salaries)

Available Budget

\$2,133,887.80

Purchase Amount

\$150,000.00

After Encumber

\$1,983,887.80

ACTION ALTERNATIVES:

N/A



STAFF REPORT

MEETING: City Council - 16 Apr 2024

TITLE:

Briefing on a proposed purchase of a 2024 Ford F-450 4x4 Brushfighter Small Brush Truck from Daco Fire Equipment in the expenditure amount of \$236,789.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Greg Chase, Acting Fire Chief

Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:

The Fire Department has a 2008 Ford F-550 4X4 Pierce Brush Truck that has reached its useful life. If the purchase of a new unit is approved, the current unit will be auctioned with the proceeds being returned to the Fleet Rotation Fund.

Funding from the Fleet Rotation Fund in the amount of \$236,789.00 is available for the purchase of this vehicle. This unit will be a 2024 Ford F-450 Extended Cab 4X4 Brushfighter Brush Truck and will be used by the Fire Department.

Purchase would include a budget amendment to add funds to the Fleet Replacement line.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids to purchase of the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate in these interlocal cooperative arrangements voluntarily.

FUNDING SOURCE:

ORG and Object Number

415-700885 (Fleet/Equip Rpr/Rplace/Motor Vehicles). Available funds reflect approval of budget amendment.

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$975,959	\$236,789	739,170

ACTION ALTERNATIVES:

1. Feedback from Council on the purchase of a new brush truck.
2. Other actions as directed by Council.

ATTACHMENTS:

[Quote from Daco - BuyBoard Vehicle Worksheet \(Duncanville Tx\)](#)

[Buy Board Cooperative Contract - Daco Fire Equipment - 651-21 \(6\)](#)

[Resolution No. - 2024-245 - Purchase of a 2024 Ford F-450 4x4 Brushfighter Small Brush Truck from Daco Fire Equipment through Buy Board Cooperative Co - Pdf](#)

Motor Vehicles



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: 651-21

Date Prepared: 3/18/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City Of Duncanville	Contractor:	Daco Fire Equipment
Contact Person:		Prepared By:	Wes Dobmeier
Phone:		Phone:	817-281-4172
Fax:		Fax:	
Email:		Email:	wesley@dacofire.com

Product Description Section VI: Quick Attack and Brush Type Vehicles Item #39 F450-2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW -

A. Product Item Base Unit Price Per Contractor's Contract: 124,268

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
40-00-6200 Transverse Comp't - Roll Up Dr - Ahead of Bdy	7,261	50-15-5200 Battery Chgr, KUSS, Autocharge 11	1025
45-07-4230 SlideMaster Tray, 1000#, Alum 3/16" (1/2 Dpth),	1,776	50-20-1500 Shore Power Inlet, KUSS Super Auto-Eject 20A	789
45-07-4230 SlideMaster Tray, 1000#, Alum 3/16" (1/2 Dpth),	1,776	60-17-1200 Inverter, 1000W, 12V, Vanner 20-1000TUL	3630
20-01-1800 Pump, Darley, Aux, 2-1/2 AGE 24K, Kubota Dsl	24026	08-06-0292 Back Up Camera, safety Vision,	1751
20-01-4510 Pump Controls - Remote Start	4174	77-10-5300 Brush Guard, Front Winch, Wrap Around, Black	4207
20-01-3330 Foam Pro 2001 Foam System	9917	44-06-4120 Fenderette, Polished Molding	451
25-21-1502 Foam Tank, Intgrl Poly, 30 Gal, Class A	1632	44-06-4120 Fenderette, Polished Molding	451
20-14-5100 Pump Primer, Hale, ESP, Oil Less	1680	77-10-8700 Rcv'r, Rr, Winch/Rope/Trailer, 12,000#	1289
23-14-1100 Dschg, 1", Front LH Bumper, Ground Sweep	1576	07-07-0551 Spare Tire Rear (1)	1888
23-14-1200 Dschg, 1", Front RH Bumper, Ground Sweep	1576	Subtotal From Additional Sheet(s):	
		Subtotal B:	70,875

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
Upgrade Chassis to F550 4x4 & Extended Cab 2024 Or New	8,500	Upgrade Warning and Scene Lighting	2646
Upgrade suspension conversion w/military type tires	29,000	Subtotal From Additional Sheet(s):	
		Subtotal C:	40,146

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 21%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	235,289	=	Subtotal D:	235,289
-------------------	---	--------------------------	---------	---	-------------	---------

E. BuyBoard Order Processing Charge (Amount Per Current Policy) Subtotal E: 1,500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: G. Total Purchase Price (D+E+F): 236,789



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

July 29, 2021

Sent Via Email: wesley@dacofire.com

Wesley Dobmeier
Daco Fire Equipment
6000 Huddleston St.
Haltom City, TX 76137

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation
No. 651-21, Fire Service Apparatus Vehicles

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2021 through September 30, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 651-21 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

v.02.01.2021

Endorsed by





July 29, 2021

Sent Via Email: wesley@dacofire.com

Wesley Dobmeier
Daco Fire Equipment
6000 Huddleston St.
Haltom City, TX 76137

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 651-21, Fire Service Apparatus Vehicles

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2021 through September 30, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 651-21 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

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





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

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Fire Service
Apparatus Vehicles

Proposal Due Date/Opening Date and Time:
April 29, 2021 at 4:00 PM

Proposal Invitation Number: 651-21

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

Contract Term: October 1, 2021 through
September 30, 2022 with two possible one-year
renewals.

Anticipated Cooperative Board Meeting Date:
July 2021

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

DACO FIRE EQUIPMENT

Name of Proposing Company

4-19-21

Date

201 AVE R

Street Address

Signature of Authorized Company Official

LUBBOCK, TX. 79415

City, State, Zip

WESLEY DOBMEIER

Printed Name of Authorized Company Official

817-281-4172

Telephone Number of Authorized Company Official

PRESIDENT

Position or Title of Authorized Company Official

806-763-9151

Fax Number of Authorized Company Official

75-2794244

Federal ID Number



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

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

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

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

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

PROPOSAL ACKNOWLEDGEMENTS

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

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

Initial: WD



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

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

FELONY CONVICTION DISCLOSURE

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

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

Please check (✓) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: WD



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

RESIDENT / NONRESIDENT CERTIFICATION

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

Please check (✓) one of the following:

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

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

 Company Name

 Address

 City

 State

 Zip Code

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

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (✓) one of the following:

- ☒ Yes ☐ No

Initial: WD



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

NO ISRAEL BOYCOTT CERTIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

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

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

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

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

Certification Number: _____

Name of Certifying Agency: _____

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

Initial: WD



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

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

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

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

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

Initial: WD

DEVIATION AND COMPLIANCE

[illegible]



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

VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

Initial: WD



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

CONFIDENTIAL / PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

☒

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

☐

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

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

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: WD



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

B. Copyright Information

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

Please check (✓) one of the following:



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



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

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

Copyright Information: _____

(Attach additional sheets if needed.)

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

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

D. Consent to Release Proposal Tabulation

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

Initial: WD



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

EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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



YES, I agree.



NO, I do not agree.

2. Termination for Cause or Convenience:

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

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

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



YES, I agree.



NO, I do not agree.

Initial: _____

WD



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

3. Equal Employment Opportunity:

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

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

☒ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

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

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

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

☒ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

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

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

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: WD



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

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

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

7. Clean Air Act and Federal Water Pollution Control Act:

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

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

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

8. Debarment and Suspension:

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

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

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

9. Byrd Anti-Lobbying Amendment:

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

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

Initial: WD



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

10. Procurement of Recovered Materials:

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



YES, I agree.



NO, I do not agree.

11. Domestic Preferences for Procurements:

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



YES, I agree.



NO, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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



YES, I agree.



NO, I do not agree.

13. Profit as a Separate Element of Price:

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



YES, I agree.



NO, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

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



YES, I agree.



NO, I do not agree.

Initial: **WD**



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

COMPLIANCE FORMS SIGNATURE PAGE

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

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

DACO FIRE EQUIPMENT

Company Name

Signature of Authorized Company Official

WESLEY DOBMEIER-PRESIDENT

Printed Name and Title

4-19-21

Date



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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

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

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

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

VENDOR BUSINESS NAME

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

Name of Proposing Company: DACO FIRE EQUIPMENT, INC.

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

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): TEXAS

Federal Employer Identification Number: 75-2794244
(Vendor must include a completed IRS W-9 form with their Proposal)

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

DACO FIRE EQUIPMENT

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																														
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DACO FIRE EQUIPMENT																																
2 Business name/disregarded entity name, if different from above																																
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																															
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate																															
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																															
	☐ Other (see instructions) ▶ _____																															
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																
5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 5006		Requester's name and address (optional)																														
6 City, state, and ZIP code LUBBOCK, TX 79408																																
7 List account number(s) here (optional)																																
Part I Taxpayer Identification Number (TIN)																																
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table>			Social security number																				-				-					
Social security number																																
-				-																												
or <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px; text-align: center;">7</td> <td style="width: 25px; height: 25px; text-align: center;">5</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">2</td> <td style="width: 25px; height: 25px; text-align: center;">7</td> <td style="width: 25px; height: 25px; text-align: center;">9</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">2</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> </tr> </table>			Employer identification number										7	5	-	2	7	9	4	2	4	4										
Employer identification number																																
7	5	-	2	7	9	4	2	4	4																							
Part II Certification																																
Under penalties of perjury, I certify that:																																
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																
3. I am a U.S. citizen or other U.S. person (defined below); and																																
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																
Sign Here	Signature of U.S. person ▶ <i>Talisha Ofenstein</i>	Date ▶ <i>02/04/2021</i>																														
General Instructions																																
Section references are to the Internal Revenue Code unless otherwise noted.																																
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .																																
Purpose of Form																																
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																
Cat. No. 10231X																																
Form W-9 (Rev. 10-2018)																																



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

VENDOR CONTACT INFORMATION

Proposal/Contract Contact:

Vendor Proposal/Contract Contact Name: DACO FIRE EQUIPMENT

Vendor Proposal/Contract Contact E-mail Address: wesley@dacofire.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 6000 HUDDLESTON ST. HALTOM CITY, TX. 76137

Company Website: www.dacofire.com

Purchase Orders Contact Information: All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- ☒ I will use the internet to receive Purchase Orders at the following address:
- Purchase Order E-mail Address: wesley@dacofire.com
- Purchase Order Contact: Wesley Dobmeier Phone: 817-281-4172
- Alternate Purchase Order E-mail Address: garrett@dacofire.com
- Alternate Purchase Order Contact: Garrett Dobmeier Phone: 806-763-0808

- ☐ Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: wesley@dacofire.com

RFQ Contact: Wesley Dobmeier Phone: 817-281-4172

Alternate RFQ E-mail Address: garrett@dacofire.com

Alternate RFQ Contact: Garrett Dobmeier Phone: 806-763-0808



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

Invoices: Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: P.O. BOX 5006 Department: ACCOUNTING

City: LUBBOCK State: TX Zip Code: 79408

Contact Name: ACCOUNTING Phone: 806-763-0808

Invoice Fax: 806-763-9151 Invoice E-mail Address: accounting@dacofire.com

Alternative Invoice E-mail Address: wesley@dacofire.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing Agent Mailing Address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Billing Agent Contact Name: _____ Phone: _____

Billing Agent Fax: _____ Billing Agent E-mail Address: _____

Alternative Billing Agent E-mail Address: _____

*** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other: _____

2. Payment Terms: (*Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).*): NET 30 ON MOST ITEMS. NET DELIVERY ON VEHICLES

3. Vendor's Internal/Assigned Reference/Quote Number (optional): _____

4. State or attach your return policy. (Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative): SUBJECT TO RESTOCKING FEE OF 20%

5. Are electronic payments acceptable? ☒ Yes ☐ No 6. Are credit card payments acceptable? ☐ Yes ☐ No



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

FEDERAL AND STATE / PURCHASING COOPERATIVE EXPERIENCE

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

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 1-3 million. (The period of the 12-month period is JAN. 1 / DEC. 31). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y	30 YEARS	FIRE APPARATUS-AMBULANCES-
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)	Y	2 YEARS	FIRE APPARATUS
9. Other			

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%) : 0 **Proposed Discount (%) :** 0

Explanation: _____



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

GOVERNMENTAL REFERENCES

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

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity / Volume
1.	CITY OF FORT WORTH	JOSEFINA ELIZONDO	817-392-3493	Josefina.Elizondo@fortworthtexas.gov	10-20%	5-20+
2.	CITY OF LUBBOCK	RAUL SALAZAR	806-775-3000	RSalazar@mail.ci.lubbock.tx.us	10-20%	5-20+
3.	CITY OF PLANO	DANIEL MOORE	972-769-4874	Danielmo@plano.gov	10-20%	5-20+
4.	CITY OF HALTOM CITY	FRED KNAPP	817-222-7140	fnapp@haltomcitytx.com	10-20%	5-20+
5.	CITY OF WYLIE	GLENN HAYES	972-516-6140	purchasing@wylietexas.gov	10-20%	5-20+

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

COMPANY PROFILE

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

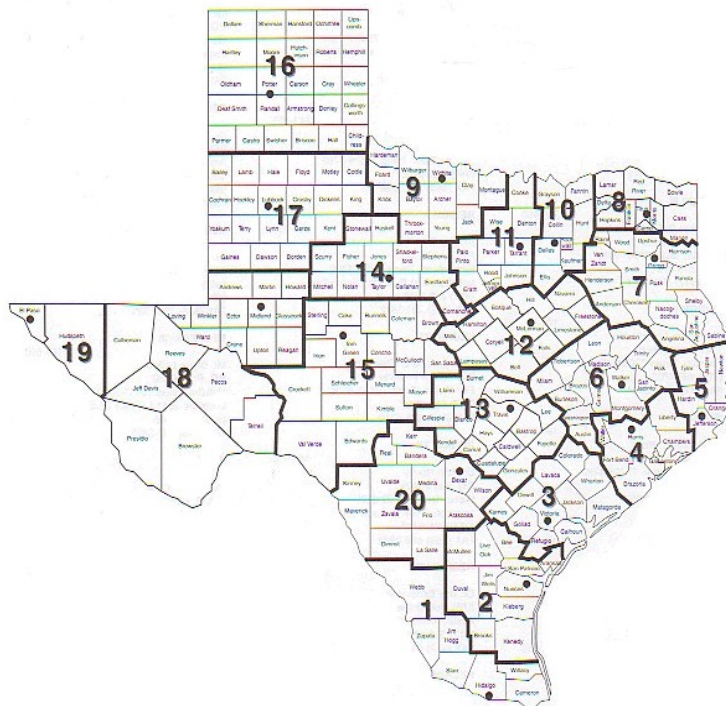


12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region and Headquarters

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

- ☐ I will not service members of the Texas Cooperative.

DACO FIRE EQUIPMENT

Company Name



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

STATE SERVICE DESIGNATION

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

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

Please check (✓) all that apply:

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

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



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

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

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

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

DACO FIRE EQUIPMENT

Name of Vendor

Signature of Authorized Company Official

651-21

Proposal Invitation Number

WESLEY DOBMEIER

Printed Name of Authorized Company Official

4-21-21

Date



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

LOCATION / AUTHORIZED SELLER LISTINGS

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

Location / Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

Designated Dealer Name	Designated Dealer Contact Person	
Designated Dealer Address		
City	State	Zip
Phone Number	Fax Number	
Email address	Designated Dealer Tax ID Number* (*attach W-9)	



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

PROPOSAL INVITATION QUESTIONNAIRE

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

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

59 YEARS DACO HAS BEEN IN BUSINESS-CURRENTLY THERE ARE NO
PLANS TO SELL.

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

DACO HAS 46 EMPLOYEES IN THE ORGINIZATION. THERE ARE (2) DESIGNATED EMPLOYEES
THAT HANDLE CONTRACTS-WESLEY DOBMEIER 28 YEARS-GARRETT DOBMEIER 25 YEARS

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

Daco Fire Equipment will add a dedicated page on our website, emphasizing cooperative purchasing groups, including BUY BOARD

On this page you will find a link that directs the user to the BUY BOARD website. We use several social media platforms for marketing as well

as email blasts, original content creation, promotional merchandising, ad space in both printed and digital publications and vendor provided content.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

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

DACO FIRE EQUIPMENT, INC. HAS BEEN IN BUSINESS SINCE 1962 SO FINANCIAL STRENGTH, RATING, AND BONDING HAS BEEN PROVEN.

Insurance coverages--1M general-2M general aggregate-2Mproducts-1M auto-4M umbrella- 1M workers comp-3M garage liability (can provide more information if needed)

DACO FIRE EQUIPMENT or its principals have never had bankruptcy, receivership, or insolvency Issues

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

NONE

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

NONE

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

NONE



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

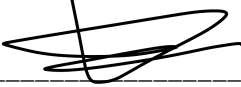
VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

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

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

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

NAME OF VENDOR: DACO FIRE EQUIPMENT


Signature of Vendor Authorized Representative

Printed Name: WESLEY DOBMEIER

Title: PRESIDENT

Date: 4-21-21

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective / Start Date for Self-Reporting: _____



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: **Vendor Business Name**
 - ☒ Reviewed/Completed: **Vendor Contact Information**
 - ☒ Reviewed/Completed: **Federal and State / Purchasing Cooperative Experience**
 - ☒ Reviewed/Completed: **Governmental References**
 - ☒ Reviewed/Completed: **Company Profile**
 - ☒ Reviewed/Completed: **Texas Regional Service Designation**
 - ☒ Reviewed/Completed: **State Service Designation**
 - ☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
 - ☒ Reviewed/Completed: **Local / Authorized Seller Listings**
 - ☒ Reviewed/Completed: **Manufacturer Dealer Designation**
 - ☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
 - ☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
- ☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered. Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License.*



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must comply with or exceed all Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section 1: Commercial Class "A" Pumpers and Tankers

1. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
2. **2-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C** - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
3. **2-Dr. Cab, 40000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2 door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

4. **2-Dr. Cab, 54000# GVW, 350 HP Automatic, A/C** - 1500 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment, diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
5. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
6. **4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Section II: Custom Cab Class "A" Pumpers and Tankers

7. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
8. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
9. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
10. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
11. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
12. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
13. **Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C** - 1250 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
14. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
15. **Custom MFD tilt 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 3000 gallon elliptical tank, 60 cu. ft. compartment space, side mount pump panel, (2) side and (1) rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

Section III: Aerial Ladder and Aerial Platform Devices

16. **Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C** - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
17. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
18. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
19. **Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
20. **Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform rear mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
21. **Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 200 gallon poly tank, maximum compartment space, tandem axle, 100'+ aerial platform articulating style, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
22. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
23. **Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
24. **Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, single axle, 70-85' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
25. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
26. **Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C** - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

Section IV: Rescue Vehicles. Non-Walk-In Style

27. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
28. **4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C** - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
29. **Custom MFD tilt, 4-Dr. Cab, 330 HP, Automatic, A/C, Raised Roof** - Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
30. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof** - Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
31. **2-Dr. Cab, 60" Cab to Axle, A/C** - Non-Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
32. **2-Dr. Cab, 84" Cab to Axle, A/C** - Non-Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Section V: Rescue Vehicles. Walk-In Style

33. **2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
34. **4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

35. **Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C, Raised Roof** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
36. **Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof** - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
37. **2-Dr. Cab, 84" cab to axle, A/C** - Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 15,000# GVW, 250 HP diesel engine, heavy duty cooling, duel 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
38. **2-Dr. Cab, 170" cab to axle, A/C** - Walk-In 14' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 20,000# GVW, diesel 240 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, 170" cab to axle, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Section VI: Quick Attack and Brush Type Vehicles

39. **2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW** - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
40. **2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW** - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
41. **2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW** - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
42. **2-Dr. Cab, 4x2, 17500# GVW, 275 HP Diesel** - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
43. **4-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission** - Aluminum Body, maximum compartment space, 250 gallon poly tank, 500 gpm PTO pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
44. **2-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission** - Aluminum body, maximum compartment space, 300 gallon poly tank, 500 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)
45. **2-Dr. Cab, 4x2, 300 HP, Automatic, A/C** - Aluminum Body, maximum compartment space, 500 gallon poly tank, 50 gallon foam, booster reel with hose, 400 gpm diesel driven pump with FoamPro 2100 system or equal. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Section VII: OPTIONAL EQUIPMENT and PARTS- Options will be selected by the Cooperative member at the time of order. **A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!**

46. Discount (%) off catalog/pricelist for **Original Equipment Manufacturer (OEM) Options.**
47. Discount (%) off catalog/pricelist for **Third Party (not OEM) and Unpublished Options and Equipment.**
48. Discount (%) off catalog/pricelist for **Original Equipment Manufacturer (OEM) Parts.**
49. Discount (%) off catalog/pricelist for **Extended Service Maintenance Agreements.**



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

50. Discount (%) off catalog/pricelist for **Floor Plan Insurance and Lot Insurance** (dealer inventory fire service apparatus vehicle).
51. Discount (%) off catalog/pricelist for **Other Fire Apparatus Products and Services** (refurbishing, modification, uplifting, remounting services and equipment).

Section VIII: Delivery Fees and Labor Rate for Installation and Repair Service of Fire Service Apparatus Vehicles

52. **Hourly Labor Rate for Installation/Repair Service of Fire Apparatus Equipment and Products** - not to exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
53. **Per Mile Delivery Fee for Fire Apparatus** - state the per mile delivery fee for fire service apparatus vehicles.



651-21

DACO FIRE EQUIPMENT Supplier Response

Event Information

Number: 651-21
 Title: Fire Service Apparatus Vehicles
 Type: Request for Proposal
 Issue Date: 3/19/2021
 Deadline: 4/29/2021 04:00 PM (CT)
 Notes:



The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 651-21

Fire Service Apparatus Vehicles

Proposal Due Date and Time: **April 29, 2021 at 4:00 PM**

Responding to this and future proposals online is easy with our **online submission system**.

1. View and download the forms.

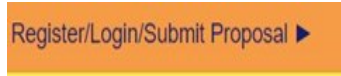
- **DO NOT log in to view and download the documents.**
- Visit vendor.buyboard.com and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.

Current Proposal Invitations ►



2. To submit completed proposal.

- Visit vendor.buyboard.com and click "Register/Login/Submit Proposal" button shown below to submit your proposal online.



- For additional assistance click this link [View our Proposal Submission Instructions.](#)

New Vendor? Visit vendor.buyboard.com and click "Register/Login/Submit Proposal." Click [Register now](#) as a new supplier/vendor, so you don't miss future proposal opportunities.

-
Any Addenda issued with this proposal will also be placed on the website, and it will be the vendor's responsibility to obtain the information.

DACO FIRE EQUIPMENT Information

Address: 201 AVE R
 Lubbock, TX 79415
 Phone: (806) 763-0808
 Fax: (806) 763-9151
 Email: wesley@dacofire.com

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

WESLEY A DOBMEIER

Signature

Submitted at 4/28/2021 9:45:29 AM

wesley@dacofire.com

Email

Requested Attachments

BuyBoard Proposal Invitation No. 651-21 for Fire Service Apparatus Vehicles Proposal-No-651-21 (8).pdf

REQUIRED - In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Rosenbauer Option Pricing.pdf

REQUIRED - In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

Company Profile

Daco Company Profile.docx

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

Detailed Information and Exceptions Related to Discount and/or Hourly Labor Rate

DACO FIRE EQUIPMENT LABOR RATE - DISCOUNTS.pdf

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

Manufacturer Authorization Letter(s)

Dealer letter.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

Dealer Certificate(s) and/or License(s)

Daco dealer License Tx.pdf

In PDF format, upload Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

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

DACO W9.pdf

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

Response Attachments

Fire Apparatus Specifications Buyboard 651-21.pdf

Fire Apparatus Specifications

Third Party (not OEM) and Unpublished Options and Equipment.xlsx

Third Party (not OEM) and Unpublished Options and Equipment

DACO FIRE EQUIPMENT LABOR RATE - DISCOUNTS.pdf

LABOR RATE AND EXCEPTIONS TO LABOR RATE

Bid Lines

1

Section I: Commercial Class "A" Pumpers and Tankers - 2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$286,497.00 Total: \$286,497.00

Manufacturer: ROSENBAUER

Manufacturer #: 10193-0004

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FL-M2106 FX BODY

2

Section I: Commercial Class "A" Pumpers and Tankers - 2-Dr. Cab, 35000# GVW, 350 HP Automatic, A/C - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$288,861.00 Total: \$288,861.00

Manufacturer: ROSENBAUER

Manufacturer #: 10193-0005

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FL-M2106 FX BODY

3

Section I: Commercial Class "A" Pumpers and Tankers - 2-Dr. Cab, 40000# GVW, 300 HP Automatic, A/C - 1250 GPM

Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment, Diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2 door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$296,194.00 Total: \$296,194.00

Manufacturer: ROSENBAUER

Manufacturer #: 10193-005

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes**1. State Brand of Chassis and Body**

FL-M2106 FX BODY

4

Section I: Commercial Class "A" Pumpers and Tankers -2-Dr. Cab, 54000# GVW, 350 HP Automatic, A/C - 1500 GPM

Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment, diesel 350 HP engine, heavy duty cooling, 270 amp alternator, Allison HD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$324,066.00 Total: \$324,066.00

Manufacturer: ROSENBAUER

Manufacturer #: 1023-0001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS.. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FL-M2106 FX BODY

5

Section I: Commercial Class "A" Pumpers and Tankers -2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - 1250 GPM

Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$290,552.00 Total: \$290,552.00

Manufacturer: ROSENBAUER

Manufacturer #: 10193-0012

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FL-M2106 FX BODY

6

Section I: Commercial Class "A" Pumpers and Tankers - 4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C -1250 GPM

Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$302,002.00 Total: \$302,002.00

Manufacturer: ROSENBAUER

Manufacturer #: 10193-0013

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) **are to be included** in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FL-M2106 FX BODY

7

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$454,218.00 Total: \$454,218.00

Manufacturer: ROSENBAUER

Manufacturer #: 10194-0003

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

8

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 750 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$488,143.00 Total: \$488,143.00

Manufacturer: ROSENBAUER

Manufacturer #: 10194-0005

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

9

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$455,238.00 Total: \$455,238.00

Manufacturer: ROSENBAUER

Manufacturer #: 10194-0004

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

10

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 750 gallon poly tank, 200 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$488,143.00 Total: \$488,143.00

Manufacturer: ROSENBAUER

Manufacturer #: 10194-0005

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

1
1

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$456,976.00 Total: \$456,976.00

Manufacturer: ROSENBAUER

Manufacturer #: 10197-0003

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

1
2

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 1500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$488,067.00 Total: \$488,067.00

Manufacturer: ROSENBAUER

Manufacturer #: 10195-0008

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

1
3

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 330 HP Automatic, A/C - 1250 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$501,736.00 Total: \$501,736.00

Manufacturer: ROSENBAUER

Manufacturer #: 10197-0001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

1
4

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 2500 gallon poly tank, 100 cu. ft. compartment space, side mount pump panel, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$534,954.00 Total: \$534,954.00

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

1
5

Section II: Custom Cab Class "A" Pumpers and Tankers - Custom MFD tilt 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 3000 gallon elliptical tank, 60 cu. ft. compartment space, side mount pump panel, (2) side and (1) rear Newton electric dump, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$536,468.00 Total: \$536,468.00

Manufacturer: ROSENBAUER

Manufacturer #: 10197-0004

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

1
6

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$771,557.00 Total: \$771,557.00

Manufacturer: ROSENBAUER

Manufacturer #: 1021-0001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

1
7

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$778,806.00 Total: \$778,806.00

Manufacturer: ROSENBAUER

Manufacturer #: 10201-0001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

1
8

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 hHP Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$925,466.00 Total: \$925,466.00

Manufacturer: ROSENBAUER

Manufacturer #: 10223-0001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

1
9

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform rear mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$985,277.00 Total: \$985,277.00

Manufacturer: ROSENBAUER

Manufacturer #: 10223-0012

Item Notes: **NOTE 1:** Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

20

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform rear mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$1,029,950.00 Total: \$1,029,950.00

Manufacturer: ROSENBAUER

Manufacturer #: 10223-0012

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

2
1

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 200 gallon poly tank, maximum compartment space, tandem axle, 100'+ aerial platform articulating style, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$1,395,017.00 Total: \$1,395,017.00

Manufacturer: ROSENBAUER

Manufacturer #: 1063-0016

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

2
2

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 400 gallon poly tank, 150 cu. ft. compartment space, single axle body, 75' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$892,035.00 Total: \$892,035.00

Manufacturer: ROSENBAUER

Manufacturer #: 10234-0001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

2
3

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100' aerial ladder mid-mount, pinned waterway, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$1,032,250.00 Total: \$1,032,250.00

Manufacturer: ROSENBAUER

Manufacturer #: 10202-0001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

2
4

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP, Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, single axle, 70-85' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$945,003.00 Total: \$945,003.00

Manufacturer: ROSENBAUER

Manufacturer #: 10234-0001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

25

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 85' to 95' aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$1,057,336.00 Total: \$1,057,336.00

Manufacturer: ROSENBAUER

Manufacturer #: 10202-0010

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

2
6

Section III: Aerial Ladder and Aerial Platform Devices - Custom MFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C - 1500 GPM Pump, 300 gallon poly tank, 150 cu. ft. compartment space, tandem axle, 100'+ aerial ladder platform mid-mount, NFPA 1901, all manufacturer's standard equipment. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$1,084,353.00 Total: \$1,084,353.00

Manufacturer: ROSENBAUER

Manufacturer #: 10202-0012

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

27

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$271,790.00 Total: \$271,790.00

Manufacturer: ROSENBAUER

Manufacturer #: 10224-0008

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

28

Section IV: Rescue Vehicles, Non-Walk-In Style- 4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C - Non Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$286,944.00 Total: \$286,944.00

Manufacturer: ROSENBAUER

Manufacturer #: 10224-0007

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FL-M102 FX BODY

29

Section IV: Rescue Vehicles, Non-Walk-In Style- Custom MFD tilt, 4-Dr. Cab, 330 HP, Automatic, A/C, Raised Roof – Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$440,260.00 Total: \$440,260.00

Manufacturer: ROSENBAUER

Manufacturer #: 102224-0007

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

30

Section IV: Rescue Vehicles, Non-Walk-In Style- Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof - Non-Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000-watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$473,007.00 Total: \$473,007.00

Manufacturer: ROSENBAUER

Manufacturer #: 10224-0006

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

3
1

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 60" cab to axle, A/C – Non-Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$148,676.00 Total: \$148,676.00

Manufacturer: ROSENBAUER

Manufacturer #: 10225-0001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD FX BODY

3
2

Section IV: Rescue Vehicles, Non-Walk-In Style- 2-Dr. Cab, 60" cab to axle, A/C – Non-Walk-In 10' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 12,500# GVW, 250 HP diesel engine, heavy duty cooling, dual 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2 door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$155,561.00 Total: \$155,561.00

Manufacturer: ROSENBAUER

Manufacturer #: 10225-0010

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD FX BODY

33

Section V: Rescue Vehicles, Walk-In Style- 2-Dr. Cab, 35000# GVW, 300 HP Automatic, A/C - Walk-In 16'

Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$270,462.00 Total: \$270,462.00

Manufacturer: ROSENBAUER

Manufacturer #: 10226-0001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FL-M102 FX BODY

3
4

Section V: Rescue Vehicles, Walk-In Style- 4-Dr. Cab, 35000# GVW, 300 HP, Automatic, A/C - Walk-In 16'

Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays, diesel 300 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, chrome front bumper, minimum 45 gallon fuel tank, 4-door with individual air ride driver seat, SCBA high back officer seat, 3 SCBA high back crew seats with SCBA brackets west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel ten hole disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$285,115.00 Total: \$285,115.00

Manufacturer: ROSENBAUER

Manufacturer #: 10226-0010

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FL-M102 FX BODY

35

Section V: Rescue Vehicles, Walk-In Style- Custom MFD tilt, 4-Dr. Cab, 330 HP Automatic, A/C, Raised Roof - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$442,967.00 Total: \$442,967.00

Manufacturer: ROSENBAUER

Manufacturer #: 10226-0012

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

3
6

Section V: Rescue Vehicles, Walk-In Style- Custom LFD tilt, 4-Dr. Cab, 400 HP Automatic, A/C, Raised Roof - Walk-In 16' Heavy rescue body, maximum compartment space, 8Kw PTO generator, 6000 watt light tower, 10 shelves, 4 roll out trays. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$475,175.00 Total: \$475,175.00

Manufacturer: ROSENBAUER

Manufacturer #: 10226-0013

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

COMMANDER FX BODY

37

Section V: Rescue Vehicles, Walk-In Style- 2-Dr. Cab, 84" cab to axle, A/C - Walk-In 12' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 15,000# GVW, 250 HP diesel engine, heavy duty cooling, duel 110 amp alternator, automatic transmission, power disc front and rear brakes, standard frame, chrome front bumper, minimum 30 gallon fuel tank, 2-door cab with bench seat, mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$196,769.00 Total: \$196,769.00

Manufacturer: ROSENBAUER

Manufacturer #: 10227-001

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD FX BODY

38

Section V: Rescue Vehicles, Walk-In Style- 2-Dr. Cab, 170" cab to axle, A/C - Walk-In 14' Light Duty rescue, maximum compartment space, 5Kw Honda generator, roll up doors, 4 shelves, 2 roll out trays, 20,000# GVW, diesel 240 HP engine, heavy duty cooling, 270 amp alternator, Allison MD series automatic transmission, Full air brakes, 12.0 compressor, steel channel frame, 170" cab to axle, chrome front bumper, minimum 45 gallon fuel tank, 2-door with bench seat, west coast mirrors, air conditioner, tilt-telescoping steering wheel, full gauge package, tires to match axle GVW rating, steel disc wheels. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$208,802.00 Total: \$208,802.00

Manufacturer: ROSENBAUER

Manufacturer #: 10227-0002

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD FX BODY

39

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x2, 60" C/A, A/C, 15,000# GVW - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$124,268.00 Total: \$124,268.00

Manufacturer: DACO FIRE EQUIPMENT

Manufacturer #: BRUSHFIGHTER

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD BRUSHFIGHTER BODY

40

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW - Aluminum body, maximum compartment space, 300-340 gallon poly tank, booster reel with hose, 26HP diesel powered pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$127,700.00 Total: \$127,700.00

Manufacturer: DACO FIRE EQUIPMENT

Manufacturer #: BRUSHFIGHTER

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD BRUSHFIGHTER BODY

4
1

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 60" C/A, A/C, 15,000# GVW - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$118,195.00 Total: \$118,195.00

Manufacturer: DACO FIRE EQUIPMENT

Manufacturer #: BRUSHFIGHTER

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD BRUSHFIGHTER BODY

4
2

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x2, 17500# GVW, 275 HP Diesel - Aluminum Body, 500 gallon poly tank, booster reel with hose, 100 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$114,760.00 Total: \$114,760.00

Manufacturer: DACO FIRE EQUIPMENT

Manufacturer #: BRUSHFIGHTER

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD BRUSHFIGHTER BODY

4
3

Section VI: Quick Attack and Brush Type Vehicles- 4-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission - Aluminum Body, maximum compartment space, 250 gallon poly tank, 500 gpm PTO pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$194,565.00 Total: \$194,565.00

Manufacturer: DACO FIRE EQUIPMENT

Manufacturer #: BRUSHFIGHTER

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD BRUSHFIGHTER BODY

4
4

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x4, 17500# GVW, 275 HP Diesel, Manual Transmission - Aluminum body, maximum compartment space, 300 gallon poly tank, 500 gpm pump. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$191,286.00 Total: \$191,286.00

Manufacturer: DACO FIRE EQUIPMENT

Manufacturer #: BRUSHFIGHTER

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD BRUSHFIGHTER BODY

4
5

Section VI: Quick Attack and Brush Type Vehicles- 2-Dr. Cab, 4x2, 300 HP, Automatic, A/C - Aluminum Body, maximum compartment space, 500 gallon poly tank, 50 gallon foam, booster reel with hose, 400 gpm diesel driven pump with Foam Pro 2100 system or equal. Include separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, etc.)

Quantity: 1 UOM: Each Price: \$266,286.00 Total: \$266,286.00

Manufacturer: DACO FIRE EQUIPMENT

Manufacturer #: BRUSHFIGHTER

Item Notes:

NOTE 1: Vendors should propose direct replacement models if a model type specified below has been discontinued by the manufacturer. All fire service apparatus vehicles must meet or exceed and comply with all requirements of the Federal Motor Vehicle Safety Standards, FMVSS. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. pre delivery inspection, make ready, applicable state inspection fee, manufacturer destination fees, etc.)are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions and/or states in which equipment may be sold.

NOTE 3: Vendors must provide a copy of their Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Item Attributes

1. State Brand of Chassis and Body

FORD BRUSHFIGHTER BODY

4
6

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Original Equipment**

Manufacturer (OEM) Options. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

4
7

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Third Party (not OEM) and Unpublished Options and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

4
8

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Original Equipment Manufacturer (OEM) Parts**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

4
9

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Extended Service Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

50

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Floor Plan Insurance and Lot Insurance** (dealer inventory fire service apparatus vehicle). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

5
1

Section VII: OPTIONAL EQUIPMENT and PARTS- Discount (%) off catalog/pricelist for **Other Fire Apparatus Products and Services** (refurbishing, modification, uplifting, remounting services and equipment).

Total:

Item Notes:

Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND PARTS MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

5
2

Section VIII: Delivery Fees and Labor Rate for Installation and Repair Service of Fire Service Apparatus Vehicles - Hourly Labor Rate for Installation/Repair Service of Fire Apparatus Vehicles Equipment and Products- not to exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hour Price: Total:

5
3

Section VIII: Delivery Fees and Labor Rate for Installation and Repair Service of Fire Service Apparatus Vehicles - Per Mile Delivery Fee for Fire Service Apparatus Vehicles - state the per mile delivery fee for fire service apparatus vehicles.

Quantity: 1 UOM: Each Price: Total:

Response Total: \$21,881,905.50



FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A137227

GENERAL DISTINGUISHING NUMBER:

P19295

Motor Vehicle

DACO FIRE EQUIPMENT, INC.
PO BOX 5006
LUBBOCK, TEXAS LUBBOCK 79408-5006

EXPIRES: 10-31-2022
PHYSICAL LOCATION:
201 AVENUE R
LUBBOCK, TEXAS LUBBOCK 79415-4064

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Rosenbauer : FT-Fire Truck, LIFE-LINE EMERGENCY VEHICLES INC : AB-Ambulance, GENERAL FIRETRUCK : FT-Fire Truck, CENTRAL STATES FIRE APPARATUS : FT-Fire Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Roland D. Luna, Sr.

Roland D. Luna, Sr., Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



MOTOR VEHICLE CONVERTER

LICENSE NO: 0655

DACO FIRE EQUIPMENT, INC.
PO BOX 5006
LUBBOCK, TEXAS LUBBOCK 79408-5006

EXPIRES: 10-31-2022
PHYSICAL LOCATION:
201 AVENUE R
LUBBOCK, TEXAS LUBBOCK 79415-4064

THE PERSON NAMED ABOVE IS LICENSED AS A MOTOR VEHICLE CONVERTER FOR THE FOLLOWING PRODUCT(S):

DACO BRUSH TRUCKS

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Roland D. Luna, Sr.

Roland D. Luna, Sr., Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



4-22-2021

To whom it may concern:

DACO Fire Equipment located at 6000 Huddleston St in Haltom City, Texas is the certified and authorized dealer of Rosenbauer equipment for the states of Texas and Oklahoma.

If you have any questions, please feel free to contact me.

A handwritten signature in blue ink, appearing to read 'Scott Oyen', written over a horizontal line.

Scott Oyen

CEO Rosenbauer SD

www.rosenbaueramerica.com

info@rosenbaueramerica.com

ROSENBAUER SOUTH DAKOTA, LLC.
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.643.5591

ROSENBAUER MINNESOTA, LLC.
5181 280TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55082
P: 651.482.1000

ROSENBAUER MOTORS, LLC.
5190 280TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55082
P: 651.482.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

RESOLUTION NO. 2024-245

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PROCUREMENT OF A 2024 FORD F-450 BRUSHFIGHTER SMALL BRUSH TRUCK FROM DACO FIRE EQUIPMENT THROUGH BUY BOARD COOPERATIVE PURCHASING AGREEMENT, #651-21, IN THE EXPENDITURE AMOUNT OF TWO HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS (\$236,789.00); AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with Buy Board for products and services; and

WHEREAS, Buy Board has taken sealed bids for vehicles, heavy duty trucks, police motorcycles, parts, and service labor; and

WHEREAS, Buy Board awarded a contract to Daco Fire Equipment for Fire Service Apparatus Vehicles.

NOW, THEREFORE, BE IT RESOLVED 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 procurement of a 2024 Ford F-450 Brushfighter Small Brush Truck from Daco Fire Equipment, through Buy Board Cooperative Purchasing Agreement #651-21 in the expenditure amount and final price of \$236,789.00.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, March 19, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, March 19, 2024, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

- 1. DISCUSS AGENDA ITEMS
Mayor Gordon read the item into the record, and City Manager Finch reviewed each item.
- 2. CITY COUNCIL CALENDAR
City Secretary Chiquita Taylor reviewed the council calendar.
- 3. BRIEFINGS / PRESENTATIONS

In the interest of time, Mayor Gordon recessed the Briefing Session at 7:03 p.m. and moved the Executive Session to the end of the Regular Session.

- A. Council Briefing on the upcoming Armstrong Park Grand Opening and Solar Eclipse Events
Presented by Parks and Recreation Director Bart Stevenson.
- B. Council Briefing and discuss the Best Southwest Hispanic Heritage event and associated Interlocal Cooperation Agreement.
Presented by Bart Stevenson. There is a proposal to make the event a rotating event with the other Best Southwest cities. Mr. Stevenson stated if we agreed to the proposal, Duncanville would still have a local event. Councilmember McBurnett suggested we could use Hotel Occupancy Taxes for a portion of the event.
- C. Council Briefing on a proposed agreement with Texas Master Naturalists for ongoing support activities at the Charles F. Ladd Nature Preserve.
Presented by Bart Stevenson. Councilmember McBurnett asked if a time frame was established for signage at the Ladd Preserve. Mr. Stevenson stated we will work through the specifics of when signage will be posted after an agreement is signed.
- D. Council to receive a briefing from Matrix Consulting Group on a proposal to develop a police and fire operation analysis also known as a strategic plan relating to public safety needs for the next 10-20 years for the City of Duncanville.
Assistant City Manager Robert Brown introduced Robert Finn, Senior Manager with Matrix Consulting Group, who presented the proposal operation analysis. Mayor Pro Tem Contreras asked about the retention of employees and if it is addressed in the study. Mr. Finn stated it depends on where the data takes us as part of the report. Mayor Gordon asked if Police and Fire participated in the selection of this firm. Mr. Brown stated that they were not involved in the

Draft

selection. The firm provided a fixed cost. Councilmember Koontz noted the analysis is focused on operations and we have been focused on the facility needs assessment. Mr. Finn stated the firm would bring people in to address facility needs if the report deems it necessary.

- E. ***Council Briefing on human resources initiatives, overview of performance evaluation status, new hires, recruitment, temporary support, civil service proposals, police, fire, and open recruitments.***
Presented by Human Resources Director Todd Siegel.

EXECUTIVE SESSION

The Executive Session was called into session at 7:47 p.m. and Mayor Gordon read the item into record.

The Council closed the Executive Session at 9:19 p.m.

- 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 pursuant to Section 551.071 of the Texas Government Code; and to seek legal advice from the City Attorney on the same topic.***
- 2. ***City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov’t Code to deliberate the purchase, sales, exchange or acquisition/negotiation of real property generally located south of I-20, east of Santa Fe, west of Cockrell Hill Road and, north of Wheatland within the corporate limits of the City of Duncanville, Texas.***
- 3. ***City Council shall convene in Executive Session pursuant to Section 551.074 of the Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee of the City and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.***

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 7:10 p.m. with Mayor Gordon presiding.

Councilmember McBurnett delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

- A. ***Mayor’s Report.***
No report.

- B. ***Councilmembers’ Reports***
Councilmember McBurnett commended Assistant Parks Director Tyler Agee and Keep Duncanville Beautiful on the Garden Workshop. Councilmember Gooden recognized Emily, Lisa, and Cynthia at the Customer Service desk and Erin and Vickie in the Building Inspections Department for their great customer service. Councilmember Cherry-Brown thanked the city for the opportunity to attend the National League of Cities Conference in Washington, DC. Councilmember Koontz thanked Interim Public Works Director Jacqueline Culton and the Public Works staff for meeting with him and providing the information he requested. He did a Police Ride along and spent time with Officer Figueroa and wanted to thank the staff for the experience and their service to protect the community. Councilmember Veracruz reminded everyone of the District 1 neighborhood meeting on March 22nd. Mayor Pro Tem Contreras thanked Mayor Gordon for allowing him the fill in for him at the opening of the Duncanville High School baseball season. He was allowed to throw out the first pitch.

Draft

Councilmember Don McBurnett made a motion to extend the time beyond the three minutes for report, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 7 for, 0 against.

- C. City Manager's Report.**
City Manager Finch yielded his time to Interim Police Chief Matt Stogner to present life-saving awards to Police Officers Green, Hernandez, Alvidrez, and Rogers.

Councilmember Don McBurnett made a motion to extend his time past the three minutes, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

2. PROCLAMATIONS AND PRESENTATIONS

- A. The Greatest American Cleanup Pledge Proclamation**
Not presented

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

Julie Seger
214 Meadow Creek
Homestead exemption review

Homer Fincannon
546 Wind River Drive
Water main break

Gloria Morales
1203 Crest Lane
Sewer Infrastructure

4. CONSENT AGENDA

Mayor Gordon requested Ms. Taylor to read the Consent Agenda Items.

Consider a Resolution authorizing the purchase of two vehicles that will be used in support of the Police Department’s Criminal Investigations Division, with an amount not to exceed \$105,000.00.

Draft

- A. *Consider the Minutes for the March 5, 2024 City Council Regular Meeting.*
- B. *Council to Consider a resolution approving a professional services agreement with Huitt-Zollars for a Facility Condition Assessment in an expenditure amount not to exceed \$95,000.00, authorizing the City Manager to execute the necessary documents, and providing for an effective date.*
- C. *Consider an Ordinance of the City of Duncanville, Texas, approving and adopting an increase in the exemption of appraised value of residence homesteads in the city from \$35,000 to \$40,000 of appraised value for an adult who is sixty-five years of age or older; an increase to the exemption of appraised value of residence homesteads in the city from \$35,000 to \$40,000 of appraised value for an adult who receives disability insurance benefits under Federal Old Age, Survivors, and Disability insurance; amending the Code of Ordinances by amending Chapter 18 "Taxation," Article I "In General," by amending subsection 18.5 "Residence Homestead Exemption for Senior Citizen"; and by amending subsection 18.6 "Residence Homestead Exemption for Disabled" to update the exemption amount to \$40,000.*
- D. *Consider a Resolution authorizing a contract for fireworks display with Pyrotecnico Fireworks, Inc., in the amount not to exceed \$178,450.00 over the 5-year period.*
- E. *Consider a Resolution awarding RFQ 24-0002 Lead Service Lines Engineering Services to LJA Engineering, Inc. through the City's competitive qualifications process for completion of a Lead and Copper Rule Revised (LCRR) Service Line Material (SLM) Inventory with a contract amount of \$172,500.00 and an additional appropriation of \$34,500.00 as a project contingency for a total amount not to exceed \$207,000.00.*
- F. *Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Freedom Chevrolet to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through Houston-Galveston Area Council (H-GAC) Contract FS12-23 in the expenditure amount of \$569,785.00.*

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

Mayor Gordon recessed the Regular Session at 7:38 p.m.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

Mayor Gordon reconvened the Regular Session at 9:19 p.m.

- A. **Take any necessary action as a result of the Executive Session.**
Item #1 – no action taken.
Item #3 – no action taken.
Item #2 – City Attorney Hager read the following motion: To waive the attorney-client privilege in order to make the information regarding the financial investigation from July 2021 through July 2023 available to the general public. This will include his letter to the city council dated March 19, 2024, being a report on the financial investigation consisting of eight pages.
Councilmember McBurnett made the motion as read by Attorney Hager and seconded by Councilmember Cherry-Brown. A voice vote was taken with all members voting For (7) and (0) against.

The motion passed unanimously.

6. STAFF AND BOARD REPORTS

None

ADJOURNMENT

Draft

The meeting was adjourned at 9:22 p.m.

APPROVED:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Consider an Ordinance of the City of Duncanville, Texas, amending Ordinance 2502, by amending Section 3, Annual Pay Scale for the Classified Positions under Civil Service in the Police and Fire Departments; providing for a Pay Scale under Civil Service; repealing all Ordinances in conflict herewith; and, providing a severability clause; providing a repealing clause.

Vision Statement:

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

STAFF RESPONSIBLE:

Todd C. Siegel, HR, and Civil Service Director

Matt Stogner, Interim Police Chief

Greg Chase, Acting Fire Chief

BACKGROUND/HISTORY:

Any changes made to Civil Service classifications, position numbers, or pay must be approved by ordinance by the City Council per §143.021 of the Texas Local Government Code. This Ordinance will amend the language from Ordinance 2502 Sections 1 and Sections 2 with regards to the pay scales for P4 - Police Officer (1 year Credited Previous Experience through 5 years Credited Previous Experience) and F6 – Firefighter (1 year Credited Previous Experience through 5 years Credited Previous Experience).

The Police and Fire Chiefs expressed concerns with the rehiring of former City of Duncanville Police or Fire personnel and the of hiring experienced Police or Fire personnel from other jurisdictions due to the language in Section 3 of Ordinance 2502. For example, Ordinance 2502 stipulates that if the City of Duncanville hired an experienced Police Officer from another jurisdiction with three years of credited experience, their starting annual salary would be at the third-year step of the pay plan for the City of Duncanville. Their salary would remain frozen at this step until they finished their third year of working for Duncanville before they would progress to the four-year step of the pay plan. This does not incentivize any potential candidates to make a lateral move to the City of Duncanville. The amended Ordinance language would allow for annual pay increases through the steps of Duncanville's Police and Fire pay plans at their next anniversary date (from the date of hiring) and continue to increase each year until they max out on the pay plan after year six.

POLICY EXPLANATION:

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

FUNDING SOURCE:

ORG and Object Number

General Fund

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

ACTION ALTERNATIVES:

1. Staff recommends approval of the Ordinance of the City of Duncanville, Texas, amending Ordinance 2502, by amending Section 3, Annual Pay Scale for the Classified Positions under Civil Service in the Police and Fire Departments; providing for a Pay Scale under Civil Service; repealing all Ordinances in conflict herewith; and, providing a severability clause; providing a repealing clause.
2. Do not provide approval of the Ordinance of the City of Duncanville, Texas, amending Ordinance 2502, by amending Section 3, Annual Pay Scale for the Classified Positions under Civil Service in the Police and Fire Departments; providing for a Pay Scale under Civil Service; repealing all Ordinances in conflict herewith; and, providing a severability clause; providing a repealing clause.
3. Other actions as directed by Council.

ATTACHMENTS:

[Ordinance No. - 2513 - Amendment of Ordinance 2502 - Section 3 - Pdf](#)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. 2513

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

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

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

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

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

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

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

POLICE DEPARTMENT

Time in Position with Duncanville

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

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

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

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

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

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

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

FIRE DEPARTMENT**Time in Position with Duncanville**

		START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
F1	Assistant Fire Chief	\$ 141,695	146,613					
F2	Division Chief - EMS	\$ 134,203	138,229					
F3	Battalion Chief	\$ 121,172	124,807	128,551	132,408			
F3	Fire Marshal/Battalion Chief	\$ 121,172	124,807	128,551	132,408			
F4	Fire Captain	\$ 105,609	108,777	112,041	115,402			
F4	Fire Captain – Fire Prevention	\$ 105,609	108,777	112,041	115,402			
F5	Fire Engineer	\$ 94,000	96,350	98,277	100,580			
F6	Firefighter (No Previous Experience)	\$ 67,000	69,010	71,080	73,213	80,534	84,561	87,000
F6	Firefighter (1 year Credited Previous Experience)	\$ 69,010	71,080	73,213	80,534	84,561	87,000	
F6	Firefighter (2 year Credited Previous Experience)	\$ 71,080	73,213	80,534	84,561	87,000		
F6	Firefighter (3 year Credited Previous Experience)	\$ 73,213	80,534	84,561	87,000			
F6	Firefighter (4 year Credited Previous Experience)	\$ 80,534	84,561	87,000				
F6	Firefighter (5 year Credited Previous Experience)	\$ 84,561	87,000					

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

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

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

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

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

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

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

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

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on March 19, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Council to consider a resolution confirming the City Manager's appointment of Greg Chase as the Interim Fire Chief.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Robert Brown, ACM
Douglas Finch, City Manager

BACKGROUND/HISTORY:

The City Manager has appointed Greg Chase as the Acting Fire Chief, and the Interim Fire Chief until the role is permanently filled. The incumbent Fire Chief has tendered his letter of retirement. The City will conduct a nationwide search for a new Fire Chief, with efforts coordinated by T2 Consulting, the company who conducted the City Manager search in 2023. T2 Consulting Services will be coordinating both the Police Chief and Fire Chief searches at the same time for the City of Duncanville.

POLICY EXPLANATION:

Under Section 143.013 of the Texas Local Government Code, the Department Head of a Civil Service organization is appointed by the Chief Executive Officer of the municipality and confirmed by the governing body.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Confirm the appointment.
2. Do not confirm the appointment.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-244 - Confirming Appointment of Assistant Fire Chief Greg Chase as Interim Fire Chief - Pdf](#)

RESOLUTION NO. 2024-244

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO CONFIRM THE APPOINTMENT OF ASSISTANT FIRE CHIEF GREG CHASE AS INTERIM FIRE CHIEF; AND PROVIDING FOR AN EFFECTIVE DATE;

WHEREAS, the appointed and confirmed Fire Chief for the City of Duncanville, Texas, has tendered his letter of retirement as Department Head; and

WHEREAS, the City Manager of the City of Duncanville has appointed Assistant Fire Chief Greg Chase as Interim Fire Chief to assume the duties and responsibilities of the Fire Chief until such time as a permanent Fire Chief is appointed by the City Council or until a successor to the position of Interim Fire Chief is appointed and confirmed by the City Council as required by State Law; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to confirm the appointment of Greg Chase to serve as Interim Fire Chief in accordance with State law.

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

SECTION 1. That the City Council hereby confirms the appointment of Greg Chase as Interim Fire Chief and Department Head of the City of Duncanville, Texas, in accordance with State Law.

SECTION 2. That this Resolution shall take effect on April 2, 2024.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Consider a Resolution approving an Interlocal Agreement between the City of Cedar Hill, Texas, the City of DeSoto, Texas, the City of Lancaster, Texas, and the City of Duncanville, Texas, to partner in the Best Southwest Hispanic Heritage Celebration which is attached hereto as Exhibit 'A'.

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:

Hispanic Heritage Month is September 15 through October 15 each year. In recognition of this observance, Duncanville has hosted a day-long event in Armstrong Park to include a car show, family activities, food and merchandise vendors, and a concert. The cities of DeSoto and Cedar Hill also host similar events in their respective city. Recently, the Parks and Recreation directors of the four Best Southwest (BSW) cities: Duncanville, DeSoto, Cedar Hill, and Lancaster, initiated a discussion about combining the cities' Hispanic Heritage events into a single, larger regional event that would rotate amongst the cities similar to very successful BSW Juneteenth event. If approved, the 2024 event would be held in DeSoto as they have secured the talent for their event. As proposed, each city would contribute \$10,000 annually to the host city. There is sufficient funding in the FY24 budget for this expenditure, along with funding for an additional event in Duncanville on an alternate date from the BSW event. As discussed in the March 19, 2024 Briefing, the City will continue to host a Hispanic Heritage event in Duncanville in the years we are not the host of the BSW event. The 2024 Duncanville event is in the planning stages and additional information will be shared with Council soon.

POLICY EXPLANATION:

This agreement shall take effect on the day of execution and continue through 2027, unless terminated earlier under any provision in the interlocal agreement. The interlocal agreement sets the amount of funding that the City of Duncanville provides the host city in a non-host year at \$10,000.

This is the same amount provided to host cities in the BSW Juneteenth Interlocal Agreement approved in 2023.

The City of DeSoto approved the ILA at the March 19, 2024 Regular City Council meeting; the City of Cedar Hill approved the ILA at their March 26, 2024 meeting, and City of Lancaster will present the ILA at an upcoming meeting.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve a Resolution approving an Interlocal Agreement with the cities of DeSoto, Cedar Hill, and Lancaster for the Best Southwest Hispanic Heritage Celebration.
2. Do not Approve a Resolution approving an Interlocal Agreement with the cities of DeSoto, Cedar Hill, and Lancaster for the Best Southwest Hispanic Heritage Celebration.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-247 - HISPANIC HERITAGE ILA2024-247 - Pdf](#)

RESOLUTION NO. 2024-247

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF CEDAR HILL, TEXAS, THE CITY OF DESOTO, TEXAS, THE CITY OF LANCASTER, TEXAS, AND THE CITY OF DUNCANVILLE, TEXAS FOR THE BEST SOUTHWEST HISPANIC HERITAGE CELEBRATION, WHICH IS ATTACHED HERETO AS EXHIBIT 'A'; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hispanic Heritage month is recognized in the United States of America September 15 through October 15 of each year; and

WHEREAS, the City of Duncanville, the City of Cedar Hill, the City of DeSoto, and the City of Lancaster are members of the Best Southwest, a group of cities in southwest Dallas County who actively work together for the benefit of all citizens in southwest Dallas County; and

WHEREAS, the City of Duncanville, the City of Cedar Hill, the City of DeSoto, and the City of Lancaster, desire to combine efforts to create a larger regional event celebrating Hispanic Heritage month with the host city rotating each year; and

WHEREAS, the City Council of the City of Duncanville finds it to be in the public interest to authorize the attached Interlocal Agreement (ILA).

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

SECTION 1. That the City Council approves the Interlocal Agreement, attached hereto, as Exhibit A, for the Best Southwest Hispanic Heritage Celebration; and authorizes the City Manager to execute the ILA on behalf of the City.

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 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS § INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of DeSoto, Texas (“Desoto”), and the City of Lancaster, Texas, City of Cedar Hill, Texas, and the City of Duncanville, Texas, (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Parties will partner together to provide a Hispanic Heritage Celebration (the “Event”) for the citizens of DeSoto, Lancaster, Cedar Hill, and Duncanville, and have found that through such partnership the citizens are afforded an event that provides quality entertainment and activities; and

WHEREAS, this Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 792 of the Texas Government Code (the “Act”); and

WHEREAS, the Parties are local governments as defined in §791.003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services such as community celebrations; and

WHEREAS, the Parties desire to enter into this Interlocal Cooperation Agreement (the “Agreement”) for the purposes of planning and delegating each Party’s responsibilities for the Event for the years 2024, 2025, 2026, and 2027; and

WHEREAS, it is mutually advantageous for the Parties to enter into this Agreement; and

WHEREAS, the Parties shall make the payments required under this Agreement from current available funds;

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Purpose

The purpose of this Agreement is to plan and delegate each Party’s responsibilities for the Event for the years 2024, 2025, 2026, and 2027. The Parties agree to rotate the responsibility of serving as the Host City for the Event and to share in the cost and responsibilities.

Article II Term

The Term of this Agreement shall commence on the last date of execution hereof (the “Effective Date”) and shall continue for three (3) years through September 30, 2027, unless sooner terminated as provided herein. Thereafter, the Agreement will renew automatically for a period of one (1) year (the “Renewal Term”).

Article III Termination

A Party may terminate the Agreement without cause by giving written notice to the other Parties no later than 180 days prior to September 21st. If the Party seeking to terminate the Agreement is scheduled to serve as the Host City during the current or Renewal Term, then the notice of termination must be provided to the other Parties no later than November 30th prior to their scheduled obligation to serve as Host City.

Article IV Host City Rotation

The responsibility for serving as Host City shall rotate among the Parties with the initial rotation being **Desoto** in **2024**; **Duncanville** in **2025**; **Cedar Hill** in **2026**; and **Lancaster** in **2027**. The Host City’s responsibilities will continue in this order for the subsequent Renewal Term.

Article V Host City Responsibilities

The Host City in any given year of the Term of this Agreement shall have the following responsibilities:

- a. Secure a location for the Event;
- b. Secure staff and providing equipment for entertainment;
- c. Secure vendors, entertainment, and activities;
- d. Provide an operations plan to the other parties no later than two weeks prior to the scheduled event;
- e. Provide VIP passes, food, parking, and seating for up to ninety-four (94) representatives of the Parties in the following order of priority: Elected Officials, Park Commission or Board members, City Management, and Parks & Recreation Staff;
- f. Shall provide for liability insurance for the event and site location, and,

- g. Provide security to ensure that VIP areas and services are reserved for identified guests.

Article VI Non-Host City Responsibilities

Parties not serving as the Host City in any given year of the Term of this Agreement shall have the following responsibilities:

- a. Provide assistance with public safety concerns by providing an adequate number of police officers or other security resources for the Event. This shall be determined by the Parties prior to the event with the goal of equitable distribution of responsibilities among the Parties. Each Party shall be responsible for the costs in providing security staff for the event; and
- b. Provide the Host City a financial contribution in the amount of Ten Thousand Dollars (\$10,000) to the Host City by July 31st.

Article VII Availability of Revenue

The Parties agree that the Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments only from current revenues legally available to the paying Party.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement.

8.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.3 Assignment. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

8.4 Relationship of Parties. It is not the intent of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture or trust. No Party shall be under the control of, or shall be deemed to control, the other Party. Each Party shall be individually responsible for its own covenants, obligations and liabilities.

8.5 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

8.6 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

8.7 Amendment. This Agreement may be amended only by a mutual written agreement signed by both Parties hereto.

8.8 Notice. Any notice herein required or permitted to be delivered shall be deemed received when sent in the United States Mail, postage prepaid, certified mail, return receipt requested, or by hand delivery or facsimile transmission at the address set forth below:

If Intended for DeSoto:
City of DeSoto, Texas
Attn: Isom Cameron,
Interim City Manager
211 East Pleasant Run Road, Suite A
DeSoto, Texas 75115
Phone: (972) 274-2489

With Copy to:
Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

If Intended for Lancaster:
City of Lancaster
Attn: Opal Mauldin-Jones
City Manager
211 North Henry Street
Lancaster, Texas 75146
Phone: (972) 218-1300

With Copy to:
David T. Ritter
Brown & Hofmeister, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Phone: (214) 747-6100

If Intended for Cedar Hill:
City of Cedar Hill, Texas
Attn: Greg Porter, City Manager
285 Uptown Boulevard
Cedar Hill, Texas 75104
Phone: (972) 291-5100

With Copy to:
Ron G. MacFarlane, Jr.
The MacFarlane Firm
400 East Royal Lane, Suite 290
Irving, Texas 75039
Phone: (214) 232-5158

If Intended for Duncanville:
City of Duncanville, Texas
Attn: Douglas Finch,
City Manager
203 East Wheatland Road
Duncanville, Texas 75116
Phone: (972) 780-5000

With Copy to:
Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

8.9 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.10 Recitals. Recitals to this Agreement are incorporated herein.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.12 Survival of Covenants. Any of the representations, warranties, covenants, 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 Agreement shall survive termination.

8.13 Immunity. This event is for a legitimate governmental purpose to promote the public good and serve to support community and regional racial diversity; and, nothing contained herein shall be construed to waive governmental immunity from suit, claim or liability.

EXECUTED this ____ day of _____, 2024.

City of DeSoto, Texas

By: _____
Isom Cameron, Interim City Manager

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(04-04-2023-TM 134383)

EXECUTED this ____ day of _____, 2024.

City of Lancaster, Texas

By: _____
Opal Mauldin-Jones, City Manager

APPROVED AS TO FORM:

By: _____
David T. Ritter, City Attorney

EXECUTED this ____ day of _____, 2024.

City of Cedar Hill, Texas

By: _____
Stephen Mason, City Mayor

APPROVED AS TO FORM:

By: _____
Ron G. MacFarlane, Jr., City Attorney

EXECUTED this ____ day of _____, 2024.

City of Duncanville, Texas

By: _____
Douglas Finch, City Manager

APPROVED AS TO FORM:

By: _____
Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Consider a Resolution approving a license and use agreement with Texas Master Naturalist Indian Trail Chapter for activities at the Charles F. Ladd Nature Preserve.

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:

The Texas Master Naturalists (TXMN) Indian Trail Chapter have been active at the Charles F. Ladd Nature Preserve for several years. A sample of activities they have performed are on-going clean-ups, bio blitzes for plant and wildlife identification, and removal of invasive plant species. In addition to continuing these activities, TXMN has offered to manage the closing of the property during inclement weather with proper signage at their cost. The proposed agreement outlines the permissions of these activities without the need to seek permission from the City of Duncanville; however, they have agreed to inform staff prior to all activities. There will be no permanent improvements made to the property until the master plan is complete. The City Council received a briefing on this topic at the March 19, 2024 meeting.

POLICY EXPLANATION:

The proposed agreement outlines the activities allowed by the Texas Master Naturalists Indian Trail Chapter at the Charles F. Ladd Nature Preserve. The agreement also defines the responsibilities of the TXMN and the City of Duncanville, as well as articulate insurance requirements for TXMN.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

Purchase Amount

After Encumber

N/A

N/A

N/A

ACTION ALTERNATIVES:

1. Approve a Resolution approving a license agreement with Texas Master Naturalist for activities at the Charles F. Ladd Nature Preserve.
2. Do not approve a Resolution approving a license agreement with Texas Master Naturalist for activities at the Charles F. Ladd Nature Preserve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-241 - Texas Master Naturalist Ladd Preserve - Pdf](#)

RESOLUTION NO. 2024-241

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A LICENSE AND USE AGREEMENT WITH THE INDIAN TRAIL CHAPTER, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO COMPLETE ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Texas Master Naturalists (TXMN), through the Indian Trail Chapter (hereinafter "ITC"), have performed on-going activities at the Charles F. Ladd Nature Preserve to assist in plant and wildlife identification, beautification, and improvements; and

WHEREAS, ITC desires to continue these activities along with management of the closing of the property during inclement weather; and

WHEREAS, The on-going activities by ITC will be beneficial to the City of Duncanville, Texas and the Charles F. Ladd Nature Preserve.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves a License and Use Agreement by and between the City of Duncanville and the Indian Trail Chapter, attached hereto and incorporated herein as Exhibit "A"; and authorizing the City Manager or their designee to complete all necessary documents.

SECTION 2. This Resolution shall become effective immediately after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



THE STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

**LICENSE AND USE AGREEMENT
 BY AND BETWEEN THE CITY OF DUNCANVILLE
 AND THE INDIAN TRAIL CHAPTER**

THIS LICENSE and USE AGREEMENT is made and entered into on this _____ day of _____, 2024, by and between the CITY OF DUNCANVILLE, TEXAS (hereinafter referred to as "CITY"), acting by and through its City Manager, and the INDIAN TRAIL CHAPTER (hereinafter referred to as "ITC"), acting by and through its Board of Directors, President or designee.

**I.
 WITNESSETH:**

- WHEREAS**, the City of Duncanville, Texas ("City") owns and maintains the Charles F. Ladd Nature Preserve; and
- WHEREAS**, the ITC is comprised of non-profit corporation under Texas and constitute member of the Texas A&M Extension Service, Texas Master Naturalist Program (hereinafter "ITC"); and
- WHEREAS**, the ITC desires to perform maintenance and operation use as outlined in this Agreement to Charles F. Ladd Nature Preserve and facilities as set forth in Exhibit "A", which is attached hereto and incorporated herein by reference; and
- WHEREAS**, the maintenance and upkeep of such facilities will be required by both CITY staff and ITC; and
- WHEREAS**, the parties, in expending funds for the performance of maintaining said nature preserve for the members of its association; and
- WHEREAS**, ITC and the CITY agree that the properties and facilities identified in Exhibit "A" shall be used for the purpose of nature preserve;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

II. AGREEMENT

- 2.01 The CITY and ITC agree, under the terms and conditions provided herein, to permit for use of the facilities in Exhibit "A", which are attached hereto and incorporated herein by reference. At no time may the facilities be used for any other purpose by ITC except as provided herein.
- 2.02 The ITC shall in lieu of fee performance certain maintenance work on the property, or its nature resources as follows:
 - a. Acceptable projects include but are not limited to planting native or beneficial plants and seeds; removal of invasive species; clean up of trash or bush; monitoring wildlife; creating and maintaining unpaved trails; pruning or trimming foliage; placing temporary signage.
 - b. ITC will also be permitted to host relevant non-commercial events on the property that focus on education, engagement with nature, or conservation.
 - c. ITC will continue to communicate with the CITY regarding the property via quarterly progress reports and frequent, as needed written updates.
- 2.03 The ITC hereby further agrees, as a condition to the license granted herein, to provide a notice of its maintenance as operation use (which identifies areas to be used) to the CITY thirty (30) days in advance before the commencement of maintenance or use.
- 2.04 For statistical purposes, a Quarterly Summary will be provided by ITC to the CITY. This information will be due one month after the close of each calendar quarter. The Summary shall include the following information; a breakdown of all regularly scheduled maintenance or use.
- 2.05 The CITY shall have the sole duty and responsibility for repairs of any permanent improvements owned by the CITY such as goals, buildings, lighting facilities, or other permanent structural improvements on the property as depicted in Exhibit "A".
- 2.06 The CITY, as the owner, shall be permitted and has the right to make, at its own expense, any alterations or additions to any of the premises listed in Exhibit "A", notwithstanding any provision of this Agreement.
- 2.07 The CITY also reserves the right to close certain facilities even during operational hours and may make alternate plans for the use of replacement premises or facilities.
- 2.08 ITC may not remove, in whole or in part, any improvement, facilities, or fixtures, including bleachers without the expressed written permission of the CITY and then only

in the event that the removal will not subject such improvement, facilities, or fixtures to damage. Any such removal will be at the sole expense of ITC.

- 2.09 **Parking:** During the terms of the Agreement, ITC shall have access and the CITY will provide access to parking facilities on the premises which are expressly included as part of this designated facilities agreement in Exhibit "A". The repair and maintenance of such parking lot shall remain the sole responsibility of the CITY.

2.10 ITC, any of its members or participants shall not post any signs or banners without the prior written approval of the Director of Parks and Recreation.

2.11 City of Duncanville Emergency Contact Information:

- a. **Injury, Accident or Unsafe Condition:** All known injuries, accidents or unsafe conditions occurring on CITY property will be reported to the CITY within 2 business days, utilizing the attached "Incident/Accident Form" or "Unsafe Condition Form". These completed forms shall be delivered to the Park Projects Supervisor and the following are designated telephone numbers for such supervisors, work (972) 707-3873, mobile (214) 289-7905.
- b. **Maintenance Concerns:** All maintenance, irrigation, repairs and lighting concerns are to be coordinated through the Park Projects Supervisor, work (972) 707-3873, mobile (214) 289-7905.
- c. **Scheduling Questions:** All scheduling of facilities for maintenance and operation use are to be coordinated through the Park Projects Supervisor, work (972) 707-3873, mobile (214) 289-7905.

III. GENERAL REQUIREMENTS APPLICABLE TO ITC USE OF CITY PROPERTY

- 3.01 1. **IMMUNITY:** Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor ITC waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
2. **INSURANCE:** During the term of this Agreement, and any extensions thereof, ITC agrees to obtain and maintain, at its sole expense, general liability insurance with the minimum amounts of \$1,000,000 Bodily Injury Liability and \$1,000,000 Property Damage Liability while naming the City of Duncanville as an additional insured on an Additional Insured Endorsement attachment to the policy to protect against potential claims arising out of the ITC's use of the CITY'S property and facility designated on

Exhibit “A” attached hereto. The ITC shall furnish CITY with certificates of insurance in accordance with this Paragraph within thirty (30) days from the date of execution of this Agreement. Nothing contained herein shall be construed to grant any third-party rights or waive the governmental and/or public purpose of the operation or use of any of the facilities named in this Agreement as Exhibit “A”.

- 3.02 THIRD PARTIES: This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the CITY or ITC unless such a basis exists independent of this Agreement under State or federal law.
- 3.03 NOTICE: Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to ITC:

Robbie Robbins, Project Chair
Indian Trail Chapter
e-mail: robbsqd@gmail.com
(214) 991-5995

If to CITY:

Bart Stevenson
Director of Parks and Recreation
City of Duncanville
203 E. Wheatland Rd.
Duncanville, Texas 75116

- 3.04 CLAIMS AGAINST PARTIES: Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of its use or occupation of the subject facilities and property. It is expressly understood and agreed that in the execution of this contract, neither CITY nor ITC waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- 3.05 TERM: The term of this Agreement shall be for a period of one (1) year commencing on the date first written above, and shall thereafter be automatically renewed from year to year unless terminated sooner by either party in accordance with the terms herein.

Page 6 of 12

- 3.06 ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- 3.07 SEVERABILITY: In case any one (1) or more of the provisions contained herein 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 provision thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained herein.
- 3.08 AUTHORITY: The undersigned officers and/or agents are authorized to execute this contract on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- 3.09 ITC shall promptly report to CITY any defects or dangerous conditions it discovers on or concerning CITY property, and shall cease any such use until such defect or condition is repaired or cured, provided CITY shall have not have an obligation to repair or cure any such defect of condition.

IV. TERMINATION

- 4.01 Either party may terminate this Agreement with or without cause, by giving thirty (30) days prior written notice of the date of termination to the other party. This Agreement may be terminated in whole or in part and will apply only to the properties so identified in the notice of termination. Upon termination, all permanent improvements and personal property shall remain the property of the party originally constructing or otherwise paying for the same. Removal of personal property or improvements shall be subject to the terms contained herein. However, all personal property and improvements remaining on the subject real property ninety (90) days after the date of termination shall become the personal property and improvements of the party which owns the subject real property subject to the provisions of contained herein, except as may be otherwise expressed.

V. REMEDIES

- 5.01 No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**VI.
APPLICABLE LAW**

This Agreement is governed by the laws of the State of Texas; any venue for any action shall be in State District Court of Dallas County.

**VII.
SUCCESSORS AND ASSIGNS**

- 7.01 This Agreement is binding on and inures to the benefit of the successors, executors, administrators and assigns of the parties to this Agreement and affects the use of land and shall run with the land. ITC will not assign, sublet, subcontract or transfer the provisions of this agreement. This Agreement cannot be assigned without the expressed written authorization and approval of the CITY as required by law.

**VIII.
RECITALS AND ATTACHMENTS**

The recitals and attachments to this Agreement are incorporated herein for all purposes as if set out herein verbatim.

**IX.
TERM**

- 9.01 The term of this Agreement shall be for a period of one (1) year commencing on the date first written above, and shall thereafter be automatically renewed from year to year unless terminated sooner by either party in accordance with the terms herein.

**X.
EXECUTION**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Executed between the parties on the date first written above.

WITNESS:

INDIAN TRAIL CHAPTER

By: _____

By: _____
Robbie Robbins, Project Chair
Indian Trail Chapter

ATTEST:

CITY OF DUNCANVILLE, TEXAS

By: _____
Chiquita Taylor
City Secretary

By: _____
Doug Finch
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
_____, Attorney for ITC

By: _____
Robert E. Hager, City Attorney

THE STATE OF TEXAS §
COUNTY OF DALLAS §

ITC ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robbie Robbins, and acknowledge to me that he executed same for and as the act and deed of **INDIAN TRAIL CHAPTER**, and as the representative thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____,2024.

My Commission Expires

Notary Public in and For:
The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

CITY ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Doug Finch as the City Manager of the **CITY OF DUNCANVILLE**, a municipal corporation of Dallas County, Texas, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2024.

My Commission Expires

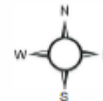
Notary Public in and For
The State of Texas

Notary's Printed Name

EXHIBIT "A"



Block A, Lot 1, ACS 42.419, more commonly known
as 609 West Daniieldale Road, Duncanville, Dallas
County, Texas





STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Consider Amending City of Duncanville Ordinance Chapter 12B - Parks Rules and Regulations, to introduce new rules and regulations specifically tailored for the operation, safety, and maintenance of splash pads.

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

Tyler Agee - Assistant Director of Parks and Recreation

BACKGROUND/HISTORY:

The City of Duncanville has long recognized the importance of public parks and recreational facilities in enhancing the quality of life for its residents. Among these facilities, splash pads have gained popularity as a safe and enjoyable way for children and families to cool off during the hot summer months. However, as the use of these facilities has increased, so too has the need for specific guidelines to ensure their safe and equitable use.

Historically, the city's park rules have been governed by Ordinance 832, While this ordinance provided a general framework for park behavior and facility use, it did not specifically address the unique aspects of splash pads, such as water conservation, hygiene standards, and age-appropriate use areas.

POLICY EXPLANATION:

The proposed amendment seeks to introduce a comprehensive set of rules and regulations that will govern the use of splash pads within the City of Duncanville. Key components of the new policy will include:

- Hours of Operation
- Health Guidelines
- Safety Regulations
- Prohibited Activities
- Emergency Contacts

FUNDING SOURCE:

ORG and Object Number
0104 - Parks and Recreation

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

ACTION ALTERNATIVES:

1. Amend Chapter 12B - Parks Rules and Regulations to include Splash Pad Rules and Regulations
2. Do not Amend Chapter 12B - Parks Rules and Regulations to include Splash Pad Rules and Regulations
3. Other actions as directed by Council.

ATTACHMENTS:

[Duncanville.Rules and regulations for Splash pads](#)
[Duncanville. ORD Amending Parks Rules and Regulation - Splash Pad](#)

The City Manager or designee hereby establish written rules, regulations and hours of operation for use of Splash Pad Area located at Armstrong Park. Such rules shall be posted on the City's website and posted at the splash pad area.

Hours: Open Daily from 9:00 am to Sunset

The following rules are established to ensure the safety, enjoyment, and respectful use of the Kidsville Splash Pad for all patrons. Adherence to these guidelines helps maintain a safe environment, prevents the spread of illness, and ensures the facility remains in good condition for all to enjoy.

1. The Kidsville Splash Pad is unsupervised.
2. All children under the age of 12 must be supervised by an adult at all times.
3. Users should exercise caution as the splash pad surface may be slippery when wet. It is recommended to wear water shoes.
4. At the first sound of thunder or the sight of lightning, individuals must immediately vacate the area until all clear warning is given to a safe place away from the splash pad. The splash pad must not be used until at least 30 minutes have passed following a thunder or lightning event.
5. The splash pad utilizes treated, recirculating water. Drinking water is strictly prohibited.
6. The splash pad may be closed at any time due to weather conditions, maintenance, or other operational concerns at the discretion of the City Manager or designee.
7. Proper swim attire is required at all times on the splash pad.
8. All non-potty-trained children are required to wear a swim diaper.
9. In the event splashpad water is contaminated by bodily fluids such as fecal matter, blood, urine, or vomit. Please contact the Recreation Center at the number below.

Prohibited Activities and Items:

10. The use of skateboards, skates, hoverboards, rollerblades, scooters, bicycles, or similar recreation equipment is not allowed.
11. Bringing glass, metal objects, soap, and any materials that could create hazardous conditions is prohibited.
12. Climbing, pushing, hanging, standing, sitting on, or obstructing water features is forbidden.
13. Animals, except for service animals as defined by the U.S. Department of Justice, are not permitted.
14. Drinking splash pad water, spitting, or spouting water from the mouth is prohibited.
15. Throwing objects such as water balloons and toys onto the Splash Pad or in adjacent areas is not allowed.
16. Persons with a contagious disease are not permitted on the splash pad.
17. Changing diapers on or near the splash pad is prohibited.
18. Bathing or washing with soap, detergent, or shampoo of any kind is not allowed.
19. Bringing mud, sticks, leaves, or debris onto the splash pad is forbidden.

20. Consuming food, beverages, or gum on the splash pad is prohibited.

21. Running or engaging in rough play is not allowed.

Violation of these rules shall constitute a violation of the Code of Ordinances, Chapter 12, Section 12B-17 and may be enforced by notice of violation or revocation of the premises for non-compliance.

Emergency and Contact Information:

In case of an emergency, call 911.

Non-Emergency Dispatch: (972) 223-6111

Recreation Center: (972) 780-5070

Adherence to these rules is critical for ensuring that the splash pad remains a safe and enjoyable place for everyone.”

ORDINANCE NO. 832

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12B ‘PARKS’, BY AMENDING SECTION 12B-1 ‘DEFINITIONS’ BY ADDING DEFINITION OF “SPLASH PAD PARK AREA”; AND BY ADDING SECTIONS 12B-16 AND 12B-17 PARKS RULES AND REGULATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to implement Parks Rules and Regulations for the operation, safety and maintenance of splash pads; and

WHEREAS, the City desires to amend the Code of Ordinances, Chapter 12B “Parks” to update the regulations; and

WHEREAS, that the City Council of the City of Duncanville, Texas finds that it would be in the best interest of the citizens of the City to amend the parks rules and regulations.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 12B "Parks", Section 12B-1. “Definitions” by adding definition for ‘Splash Pad Park Area’ to herein after read as follows:

“CHAPTER 12B- PARKS

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

.

Special event

Splash Pad Park Area shall mean the area where there is any shallow manmade structure constructed from materials other than natural earth or soil used for spraying humans with water and which has a drainage area designated to remove the water from the shower or spray nozzles at a rate sufficient to prevent the impounding of water.

Vehicle”

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 12B "Parks", by adding Section 12B-16 and Section 12B-17 to herein after read as follows:

“CHAPTER 12B- PARKS

Sec. 12B-1. Definitions

. . . .

Sec. 12B-16. The City Manager or designee shall establish written rules, regulations and hours of operation for use of Splash Pad Park Area located at Armstrong Park. Such rules shall be posted on the City website and posted at the Splash Pad Park Area.

Sec. 12B-17. It shall be unlawful for any person to use the Splash Pad Park Area, as defined in Chapter 12B-1, in violation of the rules, regulations and hours of operations established under this Chapter.”

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

SECTION 4. That all ordinances of the City of Duncanville, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Duncanville, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY ORDAINED by the City Council of the City of Duncanville, Texas, on this the 2nd day of April 2024.

APPROVED:

BARRY L. GORDON, MAYOR

ATTEST:

CHIQUITA TAYLOR, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Consider a Resolution authorizing a five-year procurement of Police Ammunition from GT Distributors, Inc, Austin, TX, through Buyboard contract #698-23, with a contingency amount not to exceed \$627,000.00; authorizing the City Manager to execute the necessary documents; providing for a non-appropriation clause.

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:

Chris Freis, Assistant Chief of Police
Matthew Stogner, Interim Chief of Police

BACKGROUND/HISTORY:

The City of Duncanville Police Department procures ammunition annually for training and on-duty service. Each year, the Police Department qualifies police officers and recruits as mandated by the Texas Commission on Law Enforcement (TCOLE). The police ammunition can be purchased from GT Distributors, Inc., a major ammunition supplier to law enforcement agencies. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate in these cooperative arrangements voluntarily.

Yearly cost breakdown:

Fiscal Year 2023-2024	\$86,257.67
Fiscal Year 2024-2025	\$90,500.00
Fiscal Year 2025-2026	\$95,100.00
Fiscal Year 2026-2027	\$99,800.00
Fiscal Year 2027-2028	\$104,700.00
Total	\$476,357.67

Contingency Amount \$627,000.00

Overture Expense \$150,642.33

The Police Department cannot forecast the actual cost or availability of ammunition. An overture expense of \$150,642.33 is to cover the cost of inflation and rise of pricing that may come with a contingency amount not to exceed \$627,000.00.

POLICY EXPLANATION:

The city previously has purchased police ammunition from GT Distributors, Inc. the vendor is the only factory-authorized Law Enforcement Distributor (LED) in Texas for CCI-Speer (including Speer "Force on Force" products), Federal, and Hornady products. They are also the only LED authorized for drop shipment directly from the factory in Texas. In addition, GT Distributors, Inc. has a storefront in Dallas, Texas.

The city proposes to purchase Federal, CCI-Speer, and Hornady ammunition only. Police Department staff highly recommends this brand due to its high rating received by the Federal Bureau of Investigation (FBI) in published ammunition data tests, the ability of the manufacturer to stand by its product on quality control issues, and it is one of the most cost-efficient options available when considering territorial pricing set by the manufacturers. The city purchases Federal brand 9-millimeter (9mm) for the 9mm caliber semi-automatic service weapon; .40 Smith and Wesson rounds for the 40 caliber semi-automatic service weapon; and .223 rounds for tactical and patrol rifle ammunition.

This authorization would cover the purchase of Police Ammunition through the Buyboard contract term that expires March 31, 2024, with two possible one-year renewals. At this time, the BuyBoard is renewing the contract through March 31, 2025. Purchases will be made on an annual basis. Local Government Code Section 271.102 provides for voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

FUNDING SOURCE:

ORG and Object Number

Police Special Services Direct Materials - ORG 01055900 OBJ 700227 & SWAT Division Direct Materials ORG 01055600 OBJ 700227

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$93,886.53	\$86,257.67	\$7,628.86

ACTION ALTERNATIVES:

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

ATTACHMENTS:

[Resolution No. - 2023-015R - GT Distributors - Ammunition - Pdf](#)

RESOLUTION NO. 2023-015R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A FIVE-YEAR PROCUREMENT OF POLICE AMMUNITION FROM GT DISTRIBUTORS, INC. OF AUSTIN, TX, THROUGH BUYBOARD CONTRACT #698-23, WITH A CONTINGENCY AMOUNT NOT TO EXCEED \$627,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR NON-APPROPRIATION CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with Buyboard for products and services; and,

WHEREAS, Buyboard has taken sealed bids for Public Safety and Firehouse Supplies and Equipment, which includes ammunition; and,

WHEREAS, a contract was awarded to GT Distributors, Inc.

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby awards a bid for the purchase of a five-year procurement of firearm Ammunition from GT Distributors, Inc. with a contingency amount not to exceed \$627,000.00 through the Buyboard bid #698.23.

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

SECTION 3. That purchases authorized beyond the current fiscal year are subject to availability of funds and any non-appropriation by Council. Failure to budget for such expenses for FY 2024 shall terminate this authorization.

SECTION 4. 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 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0186879
Date	2/20/2024
Page:	1

Bill To:

Duncanville, City of (TX)
Attn:Accounts Payable
P.O. Box 380280
Duncanville TX 75138

Ship To:

Duncanville, City of (TX)
203 E. Wheatland Rd
Attn: Darius Williams
PO #:
Duncanville TX 75138-0280

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
WILLIAMS 20FEB24 A	001939	MPH	FACTORY DIRECT	NET 15	0/0/0000	2,877,577
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
187.00	FC-AE9AP*	Federal Cartridge 9Mm 124 Gr FMJ	M	\$298.78	\$55,871.86	
25.00	FC-AE223*	Federal Cartridge .223 Rem 55 Gr Fmj	M	\$593.53	\$14,838.25	
1.00	FC-LE308TT2*	Federal Cartridge .308 Win 168 gr Tactical	M	\$2,507.53	\$2,507.53	
1.00	FC-LE13300*	Federal Cartridge-12 Ga-8 Pellet 00-Billings Wa	M	\$915.31	\$915.31	
3.00	CCI-53617*	CCI Gold Dot 9Mm +P 124 Grain	M	\$631.35	\$1,894.05	
4.00	FC-LE223T3*	Federal Cartridge-.223 62 Gr. Tactical	M	\$1,989.80	\$7,959.20	
316	DT-3027	Def Tec #23DS Drag Stablized Bean Bag ONE	EA	\$7.03	\$2,221.48	
1	NOTES:	Sold Individually Notes: Contact Name: Darius Williams Phone number: 972-780-5028 Email: DWilliams@duncanvillepd.com Special Instructions: N/A	EA	\$0.00	\$0.00	
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00	
1	NOTES:	Notes: Quote is valid for 30 days. Please, reference quote number on PO. Freight may vary with quantity changes or lift-gate requirements.	EA	\$0.00	\$0.00	
1	NOTES:	Notes: Ammo manufacturers are currently quoting	EA	\$0.00	\$0.00	



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0186879
Date	2/20/2024
Page:	2

Bill To:

Duncanville, City of (TX)
Attn:Accounts Payable
P.O. Box 380280
Duncanville TX 75138

Ship To:

Duncanville, City of (TX)
203 E. Wheatland Rd
Attn: Darius Williams
PO #:
Duncanville TX 75138-0280

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
WILLIAMS 20FEB24 A	001939	MPH	FACTORY DIRECT	NET 15	0/0/0000	2,877,577

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	NOTES:	lead-times of 18-24 months, or greater, on some SKUs. Notes: Def Tech is currently quoting lead-times of 45-60 days (not including launchers). Def Tech is currently quoting lead-times of 12-months, or greater for launchers.	EA	\$0.00	\$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Williams, Darius
DWilliams@duncanvillepd.com
Your salesperson was James.
We appreciate your business!

Subtotal	\$86,207.68
Misc	\$0.00
Tax	\$0.00
Freight	\$49.99
Total	\$86,257.67



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

February 11, 2024

Sent via email to: sales@gtdist.com

DAVID CURTIS
GT Distributors, Inc.
1124 New Meister Lane
Pflugerville TX 78660-6937

Re: Public Safety and Firehouse Supplies and Equipment
BuyBoard Contract 698-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 698-23 effective 4/1/2023 through March 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Consider a Resolution authorizing an amendment for IFB 20-018 with Elite Striping, LLC for pavement markings supply and installation services for an additional estimated expenditure amount of \$53,529.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jacqueline R. Culton, MBA, P.E., Interim Director of Public Works
John Borchardt, Traffic Operations Superintendent

BACKGROUND/HISTORY:

The City procures services for the removal and application of reflective “hot-applied” thermoplastic markings and raised button pavement markers to be installed at various locations in the city on an as-needed basis. “Hot-applied” thermoplastic markings are one of the most common types of applications used for pavement markings. This type of application creates wear and crack-resistant markings and is very durable. Additionally, the highly reflective quality of thermoplastic markings makes for an excellent choice for road marking, especially for nighttime visibility. Ceramic raised pavement marker buttons provide maximum durability and the ultimate daytime/nighttime visibility without using painting stripes. Lane markings are essential to traffic control as they provide a guidance system for motorists and pedestrians on city streets and contribute to safety.

POLICY EXPLANATION:

City Council authorized the third renewal option for IFB 20-018 Pavement Markings Supply and Installation Services with Elite Striping, LLC. for \$106,602.00 via Resolution No. 2023-045 on June 6, 2023. Staff requests an additional appropriation of \$53,529.00 for a total appropriation of \$160,131.00 through the end of the current contract term. This authorization will extend through July 21, 2024.

The contract covers labor, materials, and equipment to remove and install raised pavement markings, thermoplastic, and paint striping as needed. In the future, these services will be advertised via a Request for Bid.

FUNDING SOURCE:**ORG and Object Number**

01066300-700450 (Traffic Operations/Contractual Services)

Available Budget

\$274,161.22

Purchase Amount

\$53,529.00

After Encumber

\$220,632.22

ACTION ALTERNATIVES:

1. Authorize an amendment for IFB 20-018 with Elite Striping, LLC for pavement markings supply and installation services for an additional estimated expenditure amount of \$53,529.00.
2. Do not authorize an amendment for IFB 20-018 with Elite Striping, LLC for pavement markings supply and installation services for an additional estimated expenditure amount of \$53,529.00.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-246 - Elite Striping, LLC Additional Appropriation with Exhibit](#)

RESOLUTION NO. 2024-246

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT FOR IFB 20-018 WITH ELITE STRIPING, LLC FOR PAVEMENT MARKING SUPPLY AND INSTALLATION SERVICES FOR AN ADDITIONAL ESTIMATED EXPENDITURE AMOUNT OF \$53,529.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to provide pavement marking services at various locations within the City of Duncanville; and

WHEREAS, the City of Duncanville, Texas, awarded IFB 20-018 to Elite Striping, LLC on July 21, 2020, for an initial one-year term, with four optional one-year renewal terms; and

WHEREAS, the City desires to appropriate additional funds for pavement markings supply and installation services with Elite Striping, LLC; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize an additional appropriation for IFB 20-018 with Elite Striping, LLC for pavement marking supply and installation services in an estimated expenditure amount of \$53,529.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an amendment for IFB 20-018 with Elite Striping, LLC for pavement marking supply and installation services for an additional estimated expenditure amount of \$53,529.00, and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A



ELECTRONICALLY TRANSMITTED

April 11, 2023

Elite Striping, LLC dba Action Services

Attn: Tommy Samaniego

1007 S. Cedar Hill Rd.

Cedar Hill, TX 75104

tommy@actionservices.net - Tommy@elitestripingllc.com

OfficeMGR@actionservices.net office@elitestripingllc.com

Re: NOTICE OF CONTRACT RENEWAL:

20-018 Pavement Markings Supply and Installation Services

Contract Renewal Term No 3: July 22, 2023 – July 21, 2024

The above reference contract will expire on July 21, 2023. The contract contains a provision to extend the term for one additional one-year renewal. The City of Duncanville wishes to exercise the third annual renewal option term from July 22, 2023 to July 21, 2024. All other terms and conditions of Contract 20-018 remain unchanged.

Please return this signed acknowledgement letter, along with a **copy of your current insurance certificate if applicable and W-9**, to purchasing@duncanville.com acknowledging receipt of the Notice of Contract Renewal.

Should you have any questions, please contact me at (972) 780-5006.

Sincerely,

Diane Mitchell

Purchasing Agent

972-780-5006

Page 3 of 4

203 E. Wheatland Road | Duncanville, Texas 75116 | 972.780.5006 P | diane.mitchell@duncanvilletx.gov



April 11, 2023

Acknowledgement of Contract Renewal Option

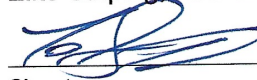
Contract Renewal #2
Pavement Marking Supply and Installation Services
 City of Duncanville Agreement IFB-20-018

By executing this document, contractor verifies:

1. That it desires to exercise the renewal option under the same terms, conditions, and pricing, beginning July 22, 2023 through July 21, 2024,
2. 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;
3. 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. 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. 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.

Elite Striping, LLC dba Action Services

City of Duncanville, Texas

 5-23-23
 Signature Date

 Signature Date

Tomas Samaniego MANAGING MEMBER
 Printed Name Title

Robert Brown, Interim City Manager

Page 4 of 4



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Consider a Resolution authorizing an amendment to Professional Services Agreement 24-0013 with Alliance Geotechnical Group, Inc. for geotechnical engineering and materials testing services through May 1, 2028, in a total contract amount not exceeding \$300,000.00, subject to City Council appropriation.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

Sealed submissions of completed Requests for Qualifications (RFQs) for Professional Engineering Services, Solicitation No: RFQ 23-0007, for the City of Duncanville, Texas, were received by the Chief Procurement Officer on December 20, 2022. Engineering firms could submit Statements of Qualification (SOQs) in the following categories: Geo-technical, Water Pipeline, Water Tank & Pump Station, Wastewater Pipeline, Stormwater Drainage Improvements, Flood Plain Studies, Alley Reconstruction, Street Reconstruction, Traffic System Improvements, Bridge Improvements, Facilities, and Master Plans.

On May 2, 2023, City Council approved a slate of engineering firms (Attachment 1) to provide professional engineering services to the City of Duncanville from May 2, 2023, through May 1, 2028. Alliance Geotechnical Group, Inc., an approved firm, provides geotechnical engineering and materials testing services required for construction projects. Materials testing is necessary to ensure construction improvements meet project requirements and specifications. Testing services include soil and base material testing, geotechnical services, in-place density, and compaction testing, aggregate testing, concrete testing, asphaltic concrete testing, coring services, nondestructive testing, and other quality assurance-related services, as needed.

The City of Duncanville contracted Alliance Geotechnical Group, Inc. in February 2024 to provide geotechnical engineering and construction materials testing supporting the City’s Cherry Street Alley project.

An amendment to Professional Services Agreement 24-0013 is proposed to increase the total authorized contract amount to \$300,000.00 to provide for additional geotechnical engineering and materials testing services as required for other City projects to be implemented by May 1, 2028. Three funding accounts are listed for this procurement action, but it's important to note that the list of funding sources provided is not exhaustive. The funding for geotechnical engineering and materials testing services will depend on the type of construction project, such as utilities, street, drainage, bond, etc. Since this agreement is intended to cover geotechnical engineering and materials testing services for multiple years, all projects that require these services have yet to begin. The available budget and estimated purchase amount below are based on ongoing and upcoming projects (Cherry Steet Alley, Ten Mile Creek Embankment and Drainage Improvements, Wren & Oriole Waterline Replacement Project, and others) requiring geotechnical engineering and materials testing.

POLICY EXPLANATION:

Alliance Geotechnical Group, Inc. of Dallas, Texas, was formed in 1999 and has extensive experience and involvement in all aspects of geotechnical engineering and construction materials testing and inspection services.

Professional engineering services are exempt from cost-competitive bidding under Texas Procurement Chapter 2254.002. The City relies on consulting engineering firms selected based on qualification and competence for specialty work.

FUNDING SOURCE:

ORG and Object Number

17100000-708102 (Utility CIP Water Projects), 25100000-708102 (Alley Improvement Project - Construction), 15050000-708102 (Drainage CIP - Construction)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$4,821,910.67	\$80,000.00	\$4,741,910.67

ACTION ALTERNATIVES:

1. Authorize an amendment to Professional Services Agreement 24-0013 with Alliance Geotechnical Group, Inc. for geotechnical engineering and materials testing services through May 1, 2028, in a total contract amount not exceeding \$300,000.00, subject to City Council appropriation.
2. Do not authorize an amendment to Professional Services Agreement 24-0013 with Alliance Geotechnical Group, Inc. for geotechnical engineering and materials testing services through May 1, 2028, in a total contract amount not exceeding \$300,000.00, subject to City Council appropriation.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Reso No. 2023-032](#)
[Resolution No. - 2024-237 - Geotechnical Engineering and Materials Testing Contract Amendment with Alliance Geotechnical Group, Inc. with Exhibits](#)

Attachment 1

RESOLUTION NO. 2023-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING MASTER ENGINEERING SERVICE AGREEMENT WITH THE ENGINEERING FIRMS AND FOR THE APPROVED PURPOSES AS SET FORTH IN EXHIBIT 'A', WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE CITY FROM MAY 2, 2023 THROUGH MAY 1, 2028; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS TO CONFORM THIS RESOLUTION AS APPROPRIATE AFTER APPROVED AS TO FORM BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to retain the services of highly qualified professional engineering firms to consult on City projects; and

WHEREAS, the City has taken qualifications for professional engineering services per RFQ 23-0011 and recommends awarding future engineering services contracts to highly qualified professional engineering firms; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to approve the selection of professional engineering firms, attached hereto and incorporated herein as Exhibit "A," to provide professional engineering services to the City of Duncanville from May 2, 2023, through May 1, 2028.

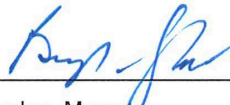
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas, approves Master Engineering Service Agreement with the Engineering Firms and for the approved purposes as set forth in Exhibit "A", which is attached hereto and incorporated herein to provide professional engineering services to the City of Duncanville from May 2, 2023, through May 1, 2028; and, authorizes the Interim City Manager or designee to execute the necessary documents to conform to this Resolution as appropriate after approved as to form by the City Attorney.

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

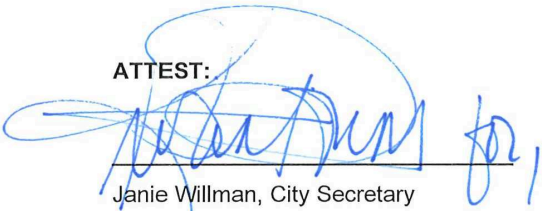
DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 2nd day of May, 2023.

APPROVED:



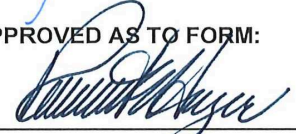
Barry L. Gordon, Mayor

ATTEST:



Janie Willman, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney
TM 134792

Exhibit A

Engineering Consultant Selections 04/2023

#	Consultant	Geotechnical	Water Pipeline	Water Tank & Pump Station	Wastewater Pipeline	Stormwater Drainage Improvements	Flood Plain Studies	Alley Reconstruction	Street	Traffic System Improvements	Bridge Improvements	Facilities	Master Plans
1	Alliance Geotechnical Group, Inc	X											
2	Arredondo, Zepeda & Brunz, LLC		X		X	X	X		X				
3	Braun Intertec Corporation	X											
4	Burgess & Niple, Inc.		X		X				X				
5	Cobb, Fendley & Associates, Inc.		X	X	X				X				
6	Dunaway Associates, LLC		X	X	X				X	X			
7	Giles Engineering Associates, Inc.	X											
8	Grantham & Associates, Inc.				X			X					
9	Gresham Smith		X		X	X							
10	James DeOtte Engineering, Inc.								X				
11	Lee Engineering, LLC									X			
12	O' Brien Engineering, Inc.					X	X						
13	RLG Consulting Engineers		X		X	X		X	X		X	X	
14	Shield Engineering Group, PLLC		X		X	X	X		X				
15	Simon Engineering & Consulting, Inc.		X		X		X	X	X				
16	Walter P. Moore and Associates		X		X	X	X	X	X	X	X	X	X

RESOLUTION NO. 2024-237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT 24-0013 WITH ALLIANCE GEOTECHNICAL GROUP, INC. FOR GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES THROUGH MAY 1, 2028, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," IN A TOTAL CONTRACT AMOUNT NOT EXCEEDING \$300,000.00, SUBJECT TO CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to retain the services of highly qualified professional engineering firms to consult on City projects; and

WHEREAS, on May 2, 2023, City Council approved a slate of engineering firms to provide professional engineering services to the City of Duncanville from May 2, 2023, through May 1, 2028; and

WHEREAS, Alliance Geotechnical Group, Inc., one of the approved firms, provides geotechnical engineering and materials testing services required for construction projects; and

WHEREAS, the City of Duncanville entered into an agreement with Alliance Geotechnical Group, Inc. for geotechnical engineering and materials testing services for \$45,000; and

WHEREAS, an amendment to Professional Services Agreement 24-0013 is proposed to increase the total authorized contract amount to \$300,000.00 to provide for additional geotechnical engineering and materials testing services as required for City projects.

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, authorizes an amendment to Professional Services Agreement 24-0013 with Alliance Geotechnical Group, Inc. for geotechnical engineering and materials testing services through May 1, 2028, attached hereto and incorporated herein as Exhibit "A," in a total contract amount not exceeding \$300,000.00, subject to City Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



THE STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

**FIRST AMENDMENT TO CITY OF DUNCANVILLE
 PROFESSIONAL SERVICES AGREEMENT
 WITH
 ALLIANCE GEOTECHNICAL GROUP, INC.**

**CONTRACT NO. 24-0013
 GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is entered into as of **the ____ day of _____, 2024** (“Effective Date”), between City of Duncanville (hereinafter “City”), located at 203 E. Wheatland, Duncanville, TX 75116, and Alliance Geotechnical Group, Inc. (hereinafter “Contractor” or “Professional”), located at 3228 Halifax Street, Dallas, TX 75247, (collectively and interchangeably referred to as the “Parties” or “Party”), is hereby executed for the purpose of amending and supplementing its previous services agreement (“Original Agreement”), which was entered into as of **February 5, 2024**, between the City and the Contractor as stated herein:

The Original Agreement provided for the Contractor’s services related to geotechnical engineering and materials testing for City projects. The Original Agreement was written with the Contractor’s cost and expenses not to exceed **FORTY-FIVE THOUSAND DOLLARS (\$45,000.00)** for the project’s completion and term (the “Total Contracted and Conditional Contract Amount”).

The Original Agreement now requires modifications to provide for additional geotechnical engineering and materials testing. **Section 5, “Payment,”** will be amended to increase the value of the contract from \$45,000.00 to \$300,000.00.

NOW THEREFORE, the Parties, in consideration of their mutual promises and covenants, as well as other good and valuable considerations, do hereby AGREE to the following FIRST AMENDMENT, which amends the terms, conditions, and requirements of the Original Agreement to wit:

1.

The provisions of Section 5: Payment, as stated in the Original Agreement, are hereby amended to allow for a change to the contract value.



Section 5 The first sentence in the paragraph is hereby amended as follows:

The total CONTRACTOR fee shall be as specified in Exhibit A and in Section 5. The total amount of the invoices on the project shall not exceed the contract amount of **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in this Section, unless amended in writing by the City.

The Parties hereto agree that, except as specifically provided for by the agreed-to changes within this First Amendment, all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Original Agreement and now the First Amendment shall be and will remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have each executed this First Amendment by and through their respective duly authorized representatives and officers as indicated below:

CITY OF DUNCANVILLE

ALLIANCE GEOTECHNICAL GROUP, INC.

(City)

(Contractor)

Approved: _____

Approved: _____

By: Douglass Finch

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Exhibit B



PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER 24-0013
GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES

This **PROFESSIONAL SERVICES AGREEMENT** ("agreement") is made and entered into by and between **Alliance Geotechnical Group, Inc.**, 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 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 certain work and services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services**, 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 professional engineering services and deliverables, as set forth in the "Scope of Services," "Scope," **Exhibit A**, and incorporated herein. Exhibit A also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin within 10 working days of authorization to proceed, or upon date as mutually agreed to by City and Contractor and incorporated into the project schedule. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract

The term of this agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services and obligations required herein to the satisfaction of CITY as specified in **Section 1** and **Exhibit A**, unless sooner terminated as provided in Section 9, Termination, 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 shall 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 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 as set forth in the Scope of Services including to the agreed upon schedule.

Section 4. Invoices

- A. The CONTRACTOR shall submit monthly invoices for work completed. Each purchase order issued Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy 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 transfer of funds. 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 and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly 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 and 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 rate 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 actually worked.
- D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor 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 as specified in Exhibit A and in Section 5. The total amount of the invoices on the project shall not exceed the contract amount of Forty-five thousand dollars and zero cents (\$45,000.00) for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in this Section, unless amended in writing by the City. All fees paid to CONTRACTOR, by CITY, shall be based on invoices submitted by 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.

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 which the CONTRACTOR is required to 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, or 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 invoice by 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 professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.

- 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 of any cause of action arising out of the performance of this Contract, and 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 for under this Contract in a proper, efficient, and professional manner in accordance with 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, subcontractor's, 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, subcontractor's, 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), subcontractor's, sub-subcontractor's, 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 of CITY. All instruments of service shall be professionally sealed as may be 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 promptly all existing contracts 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 delivery of all goods or services to the CITY. Should CITY require a modification of this Contract with CONTRACTOR, and 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 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 prior to 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 one (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 one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and CITY from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).

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
(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 date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the CITY. In addition,



the CONTRACTOR shall within ten (10) business days after 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 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, non-contributory with 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, 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 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 no obligation shall be delegated by the CONTRACTOR 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, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

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 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 Contract is intended by the parties as 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 intent of the parties that all provisions be construed in a manner 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 out of or relates to the Contract, 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. 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 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 mediator. Nothing in the Contract 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 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 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 prior to 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 the use of its own forces or by resubletting 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 the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

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 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 OWNER:

City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
purchasing@duncanvilletx.gov

If to CONTRACTOR:

Alliance Geotechnical Group, Inc.
Attn: Michael D. Roland, P.E.
3228 Halifax Street
Dallas, TX 75247
(214) 500-3100
mroland@aggengr.com

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/>

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.

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 professional 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.

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 I-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. 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 a 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 CITY of Duncanville Chief Procurement Officer 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 recommence 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 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. Records Retention

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 51. 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 the 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 52. 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 53. 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 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 54. Warranty-Services

The Consultant 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 Consultant 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 Consultant shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Consultant. The City of Duncanville shall endeavor to give the Consultant 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 Consultant 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 Consultant and purchase conforming services from other sources. In such event, the Consultant 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 55. 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 56. Clean Air Act Requirements**

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401-7671g) 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. 7401-7671g) 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 57. 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 contract 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 58. 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 59. 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 60. 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 61. 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 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.

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

(Signature follows this 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 Agreement may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. 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 of these presents have executed this agreement in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS

[Signature]
Signature *per Reso# 2023-032*

Douglas Finch
Printed Name

City Manager
Title

2/5/24
Date

ALLIANCE GEOTECHNICAL GROUP

[Signature]
Authorized Signature

Robert R. Palance
Printed Name

President
Title

1/5/2024
Date

214-500-3104
Phone Number

Robert.Palance@alliancegr.com
Email Address

APPROVED AS TO LEGAL FORM:
Robert Hegar, JD - CITY ATTORNEY

BY: _____

24-1109086
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER



Exhibit A – Scope of Services

In cooperation with the OWNER, CONTRACTOR will provide geotechnical engineering and materials testing services for CIP projects at the direction of the Public Works Department.

OWNER agrees to compensate CONTRACTOR at the rates outlined in the following schedule of fees.

Reports:

Construction materials testing reports will be delivered to the OWNER within seven days.

Geotechnical testing reports will be delivered to the OWNER within eight weeks or as agreed to by the OWNER.



2024 GENERAL FEE SCHEDULE

CONSTRUCTION TESTING SERVICES

UNIT PRICE

EARTHWORK SERVICES

Moisture/Density Relations (ASTM D698)	205.00 Each
Moisture/Density Relations (ASTM D1557)	235.00 Each
Moisture/Density Relations (TEX 113-E)	325.00 Each
Moisture/Density Relations (TEX 114-E)	235.00 Each
Relative Density (ASTM D4253)	370.00 Each
Triaxial Compression for Disturbed Soils and Base Materials Pt. 1 (TEX 117-E)	2,250.00 Each
Triaxial Compression for Disturbed Soils and Base Materials Pt. 2 (TEX 117-E)	2,250.00 Each
Atterberg Limits (ASTM D4318) (TEX 104-6E)	75.00 Each
Lime Series Determination (5-point method) (PI Method) (TEX 112-E)	375.00 Each
Lime Series, pH Method (TEX 121-E Pt. 3)	275.00 Each
Soluble Sulfate Test for Paving Subgrade (TEX 145-E)	140.00 Each
Sulfate Conductivity Field Test (TEX 146-E)	100.00 Each
Lime Gradations (TEX 101-E Pt. 3)	25.00 Each
Lime Depth (TEX 140-E)	25.00 Each
Lime PI Verification (ASTM D4318)	75.00 Each
Free Swell Testing (ASTM D4546)	115.00 Each
Percent Passing a #200.00 Sieve (ASTM C117) (ASTM D1140) (TEX 111-E)	75.00 Each
In-Place Density Test (ASTM D6938) (TEX 115-E)	25.00 Each
Aggregate Gradation (ASTM D136) (TEX 401-A)	120.00 Each
Flex Base Sieve Analysis (TEX 110-E)	225.00 Each
Soil-Cement Testing (proctor only) (TEX 120-E Pt. 1)	300.00 Each
Soil-Cement Testing (per cement percentage) (TEX 120-E Pt. 2)	150.00 Each
Soil-Lime Testing (proctor only) (TEX 121-E Pt. 1)	300.00 Each
Soil-Lime Testing (per lime percentage) (TEX 121-E Pt. 2)	150.00 Each
Soil-Lime Testing (pH Series) (TEX 121-E Pt. 3)	275.00 Each

MISCELLANEOUS LABORATORY TESTS

Soil Organic Content (TEX 148-E)	500.00 Each
Resistivity of Soil Materials (TEX 129-E)	300.00 Each
Determining Soil pH (TEX 128-E)	40.00 Each
Specific Gravity of Coarse Aggregates (ASTM C127) and Fine Aggregates (ASTM C128)	150.00 Each
Unit Weight Determination of Aggregates (ASTM C29)	75.00 Each
Sand Equivalent Test (ASTM D2419) (TEX 203-F)	150.00 Each
L.A. Abrasion (ASTM C131) (ASTM C535)	250.00 Each
Sulfate Soundness of Aggregates (ASTM C88) (TEX 411-A)	450.00 Each
Wet Ball Mill of Flexible Base (TEX 116-E)	300.00 Each



Organic Impurities (ASTM C40) (TEX 408-A)	75.00 Each
Deleterious Materials/Clay Lumps and Friable Particles (TEX 413-A) (ASTM C142)	65.00 Each
Flat and Elongated Particles (TEX 280-F) (ASTM D4791)	150.00 Each
Acid Insoluble Residue (TEX 612-J)	250.00 Each

CONCRETE SERVICES

Concrete Mix Design Review	185.00 Hour
Concrete Test Cylinders (ASTM C39) (TEX 418-A)	35.00 Each
Flexural Strength (ASTM C78)	65.00 Each
Flexural Strength Specimen Unit Weight (ASTM C138)	25.00 Each
Trial Batch by Design (excludes compression or flexural strength testing)	1,000.00 Each
Concrete Batch Plant Inspection Services (Engineer)	185.00 Hour
Concrete Batch Plant Inspection Services (Senior Technician)	105.00 Hour
Splitting Tensile Strength (ASTM C496)	45.00 Each
Abrasion Resistance of Concrete (ASTM C944)	750.00 Each
Floor Flatness (min. 5 hours/trip)	125.00 Hour
Concrete Penetrating Radar	125.00 Hour
Post Tension Inspection	75.00 Hour
Potential Alkali Reactivity (ASTM C1260)	1,550.00 Each
Potential Alkali Reactivity (ASTM C1567)	2,200.00 Each
Petrographic Analysis (ASTM C295)	2,500.00 Each
Estimated Shipping Cost	quote as needed

MASONRY TESTING

Non-Shrink Grout Compression Cubes (2x2x2) (min. 3 cubes per age date) (ASTM C109)	30.00 Each
Mortar Test Cubes (2x2x2) (min. 3 cubes per age date) (ASTM C780-A6)	30.00 Each
Masonry Grout Test Prisms (ASTM C1019)	45.00 Each
Composite Masonry Prisms for each Masonry Type (ASTM C1314) (Break Only)	225.00 Each

CORING SERVICES

2.0" Core (vertical) for depth only (plus technician time in field)	60.00 Each
2.0" Core (vertical) per inch (plus technician time in field)	14.50 Inch
4.0" Core (vertical) per inch (plus technician time in field)	17.50 Inch
6.0" Core (vertical) per inch (plus technician time in field)	19.50 Inch
Coring Rig Daily Rate	225.00 Day
4.0" Core (Horizontal & Overhead) per inch (plus scaffolding cost & technician time)	quote upon request
6.0" Core (Horizontal & Overhead) per inch (plus scaffolding cost & technician time)	quote upon request
Compressive Strength Test (Concrete Cores) (ASTM C42/C39)	50.00 Each
Core Patching (per hole)	10.00 Each
Core Preparation (sawcut and capping)	25.00 Each



Core Length Measurement (ASTM C1542)	20.00 Each
Measuring Thickness of Concrete Using Drilled Concrete Cores (ASTM C174)	50.00 Each
Testing of Drilled Cores of Shotcrete (ASTM C1604)	50.00 Each

ASPHALT SERVICES

Extraction and Gradation (By Ignition Oven) (TEX-236-F)	195.00 Each
Theoretical Maximum Specific Gravity (TEX-227-F)	95.00 Each
Density Gauge Usage Fee (Full Time Level 1B Technician) (No Charge for Ind. Test)	85.00 Day
Density of Compacted Core (TEX-207-F Pl. 1)	85.00 Each
Hamburg Wheel Track (TEX 242-F)	850.00 Each
Hamburg Wheel Track (Weekend or Holiday)	1,700.00 Each
Sieve Analysis of Fine and Coarse Aggregates (TEX 200-F)	120.00 Each
Superpave Gyratory Compaction (TEX 241-F)	150.00 Each
Thermal Profile of Hot Mix Asphalt (TEX 244-F)	250.00 Each
Operating Inertial Profilers and Evaluating Pavement Profiles (TEX 1001-S)	275.00 Hour
HMAC Level 1A Plant Specialist	85.00 Hour
HMAC Level 1B Roadway Specialist	85.00 Hour
HMAC Level II Mix Design Specialist	95.00 Hour

STEEL SERVICES

Visual Inspection of Structural Steel and Bolted Connections (min. 5 hours/trip)	85.00 Hour
Pull Testing (Anchor Bolt, Rebar, Soil Nail) (includes all pulls) (min. 5 hours/trip)	85.00 Hour
Fireproofing Inspection	75.00 Hour
Magnetic Particle Testing (plus materials) (min. 5 hours/trip)	100.00 Hour
Liquid Penetrant Testing (plus materials) (min. 5 hours/trip)	100.00 Hour
Ultrasonic Testing (min. 5 hours/trip)	100.00 Hour
Thickness and Density of Sprayed Fire-Resistive Material (ASTM E605)	56.50 Each
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (ASTM E736)	56.50 Each

PERSONNEL AND VEHICLE SERVICES

Senior Principal	210.00 Hour
Principal	185.00 Hour
Senior Project Manager	150.00 Hour
Project Manager	105.00 Hour
Staff Engineer	115.00 Hour
ACI Certified Technician to Perform Concrete Field Testing	60.00 Hour
Nuclear Gauge Certified Technician to Perform Soils Density Testing	70.00 Hour
Senior Engineering Technician to Perform Concrete Reinforcing Steel or Drilled Pier Inspections	70.00 Hour
ICC Special Inspector	100.00 Hour



Clerical (As Needed)	75.00 Hour
Vehicle Charge (Per Trip)	60.00 Trip
Vehicle Charge (Full Day)	125.00 Day
Concrete Test Cylinder Pick Up Charge	225.00 Lump Sum

NOTES:

1. Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All services will be billed at a 4 hour minimum unless noted otherwise.
3. All field testing will be billed portal to portal.
4. Any additional tests will be billed on an hourly rate and charged at the applicable rate, portal-to-portal.
5. Additional test not specified in this proposal will be quoted upon request.
6. Any technician stand-by, non-readiness charges, and/or tips or re-test of the failing test will be billed using the unit shown above.
7. An additional charge may be applied for structural steel Fab shop inspections outside of the DFW Metroplex. For overnight travel a per diem of \$125.00 per day will be charged.
8. Hours are billed to the nearest whole hour.
9. Minimum of 2 hours of PM time charged for project setup.



2024 GENERAL FEE SCHEDULE

GEOTECHNICAL ENGINEERING SERVICES

<u>Drilling Services</u>	<u>Unit Price</u>
Permitting, Safety Training	Quoted Upon Request
Tree Clearing, Dozer Work	Quoted Upon Request
Truck Mounted Drilling Rig Mobilization (Local)	\$ 475.00 Mob
ATV Buggy Rig Mobilization (Local)	\$ 550.00 Mob
Out of Town Mobilization - Truck Mounted Rig	\$4.25 Mile
Out of Town Mobilization - ATV Buggy Rig	\$4.75 Mile
Out of Town - Per Diem	\$195.00 Man Day
Drill Crew Mobilization Charge	\$ 275.00 Day
Trip Charge	\$ 55.00 Each
Soil Drilling with Continuous Sampling (0 to 10')	\$ 21.50 Foot
Soil Drilling with Continuous Sampling (Over 10')	Quoted Upon Request
Soil and Rock Drilling with Intermittent Sampling (0' to 50')	\$ 18.00 Foot
Soil and Rock Drilling with Intermittent Sampling (50' to 75')	\$ 23.00 Foot
Soil and Rock Drilling with Intermittent Sampling (75' to 100')	\$ 29.50 Foot
Soil and Rock Drilling with Intermittent Sampling (Over 100')	Quoted Upon Request
Rock Coring (0' to 50')	\$ 38.00 Foot
Rock Coring (50' to 75')	\$ 42.00 Foot
Rock Coring (75' to 100')	\$ 47.50 Foot
Rock Coring (Over 100')	Quoted Upon Request
TxDOT Drilling Protocol (0' to 50')	\$41.50 Foot
TxDOT Drilling Protocol (50' to 100')	\$49.50 Foot
Penetration Testing (SPT and/or TxDOT Cone)	\$ 35.00 Each
Portable Hydraulic Rig - Soil Sampling	\$ 75.00 Foot
Portable Hydraulic Rig - Set-Up	\$ 350.00 Boring
Temporary Casing or Hollow Stem Auger (In addition to above rates)	\$ 6.00 Foot
ATV Buggy Rig Additional Footage Charges	\$ 5.00 Foot
Pavement Penetration	\$ 135.00 Each
Pavement Patching	\$ 85.00 Each
Minor Traffic Control (Two Working Signs and Safety Cones)	\$ 500.00 Day
Additional Traffic Control	Quoted Upon Request
Drilling Services by the Hour (including site cleanup)	\$ 265.00 Hour
Night Drilling Surcharge	\$ 850.00 Night
Environmental Drilling	Quoted Upon Request
Standby	\$ 225.00 Hour
Other Drilling Services	Quoted Upon Request
Minimum Drilling Fee	\$ 950.00 Day
Cardboard Sample Boxes	\$25.00 Each
Plywood Sheets	\$85.00 Sheet



Personnel Services/Travel Expenses

Geotechnical Principal	\$ 265.00 Hour
Senior Geotechnical Engineer	\$ 210.00 Hour
Geotechnical Engineer	\$ 165.00 Hour
Staff Engineer/Geologist	\$ 115.00 Hour
AutoCad Tech.	\$ 65.00 Hour
Admin/Clerical	\$ 55.00 Hour

Laboratory Testing Services:

Identification And Classification Tests:

Liquid and Plastic Limits	\$ 75.00
Percent Finer than No. 200 Sieve	\$ 75.00
Sieve Analysis	\$ 110.00
Hydrometer	\$ 150.00
Specific Gravity of Soils	\$ 95.00

Physical Tests:

Water Content and Visual Classification	\$ 15.00
Density and Water Content	\$ 35.00
Permeability	\$ 850.00
pH of Soil	\$ 40.00
Laboratory Resistivity	\$ 300.00

Lime Stabilization

Lime/Atterberg Series	\$ 375.00
-----------------------	-----------

Strength Tests:

Penetrometer	\$ 5.00
Torvane	\$ 25.00

Unconfined Compression

Soil	\$ 65.00
Rock (including specimen end preparation)	\$ 85.00
Stress/Strain Graph	\$ 25.00

Triaxial Strength Tests:

Unconsolidated - Undrained

Per specimen	\$ 275.00
--------------	-----------

Consolidated - Undrained

1 Sample, 3 Stages of Loading at 3 different Confining Pressures	\$ 2,150.00
3 Samples tested at Different Confining Pressures	\$ 2,750.00



Direct Shear Tests, Per Specimen	\$ 1,350.00
---	--------------------

Compressibility And Swell Tests:

Consolidation Test	\$ 850.00
Free Swell Test (percent swell under applied load)	\$ 115.00
Controlled Pressure Swell Test (swell pressure and percent swell)	\$ 275.00

California Bearing Ratio (CBR) - Dynamic:

CBR, Natural Soil, (multiple points)	\$ 450.00
CBR, with Stabilization Additive, (multiple points)	\$ 550.00

Specialized Rock Testing:

Stake Durability (2 cycles)	\$ 650.00
Splitting Tensile	\$ 120.00

Sulfate Induced Heave Potential:

Soluble Sulfate, Per Sample	\$140.00
-----------------------------	----------

Other Lab Testing	Quoted Upon Request
--------------------------	----------------------------



CONSTRUCTION MATERIALS ENGINEERING & TESTING
 GEOTECHNICAL ENGINEERING
 CONSTRUCTION INSPECTION SERVICES
 FORENSIC STUDIES

1/5/2024

Mrs. Breanna Davis
 The City of Duncanville
 203 E. Wheatland Road
 Duncanville, Texas 75116
 email: bdavis@duncanville.com
 Phone: (972) 780-5015

**Re: E. Cherry Street Alley Reconstruction
 Duncanville, Texas
 Engineering Inspection & Testing Services
 AGG Proposal No. P24-0107C**

Attn: Breanna Davis

Alliance Geotechnical Group (Alliance) is pleased to submit this proposal for the above-referenced project's construction materials testing.

PROJECT INFORMATION

Based on our review of the project plans, specifications, and geotechnical report, we understand that the project will consist primarily of the following:

Concrete

Paving/Alley/Sidewalk/Driveway

Drainage

Storm Drain

COMPENSATION

While testing depends on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$25,920.00**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. The contractor and Alliance Geotechnical Group may subsequently agree in writing to provide additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Alliance will be consistent with the



Page 38 of 45

• Dallas • Fort Worth • Frisco • Houston • Huntsville • Longview
 3228 Halifax Street • Dallas, Texas 75247
 Tel: 972-444-8889 • Fax: 972-444-8893 • www.aggengr.com





engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

Please indicate your approval of the proposal and the Alliance Geotechnical Group's General Conditions by signing the acceptance form below and returning it. Both parties must accept any modifications to the attached language.

We appreciate the opportunity to provide you with our services. Please call us if you have any questions or wish to discuss any aspect of our proposal. Following your authorization, we are ready to begin work and look forward to a successful project.

Sincerely,
Alliance Geotechnical Group
 DBE/MBE/SBE/HUB Certified

Aaron Allen
 Aaron J. Allen, P.E.
 CME Division Engineer

Attachments: Fee Schedule
 Remarks
 Alliance Geotechnical Group General Conditions

Approved by: *[Signature]*
 Signature

Date: 2/6/24



**CME
ACCEPTANCE FORM**

Date: 1/5/2024 **AGG Cost Estimate No.:** P24-0107C
Project Name: E. Cherry St. Alley Reconstruction **Cost Estimate:** \$25,920.00
Project Location: Duncanville

Highlighted Areas Must Be Filled Out

CLIENT:	ATTN:
ADDRESS:	EMAIL:
CITY/STATE/ZIP:	PHONE/FAX:
OWNER OF PROPERTY:	
ADDRESS:	CITY/STATE/ZIP:
PROJECT LEGAL DESCRIPTION:	
PROJECT COUNTY:	

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Dallas, Texas.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before reports are issued. Service for welding certifications and ferrosan work must be paid prior to work or upon arrival to the site to perform the work.

Cost Estimate ACCEPTED BY:	Signature	Title	Date
Accounts Payable Contact:			
Name:	Phone:	Email:	

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technician's time ticket upon completion of our daily work:

If no names are provided it will be understood no authorized field representative signature was required.

REPORT DISTRIBUTION

FIRM	CONTACT NAME	EMAIL



REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoices is not contingent on Client's agreement or acceptance of Alliance Geotechnical Group's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify Alliance Geotechnical Group in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip (rounded to the nearest whole hour) applies to all field work, U.N.O.

All reports are available on line via user log in at www.alliancerpts.com

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. Schedule call made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance). Dispatch phone number is 972-444-8889.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.

Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday through Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.

Alliance Geotechnical Group provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

PLEASE NOTE: In keeping OSHA Safety regulation, Alliance Geotechnical Group employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.

Proposed Fee Summary

Alliance Geotechnical Group - Construction Materials Testing Services

E. Cherry Street Alley Reconstruction, Ducanville, Texas AGG Proposal No. P24-0107C

Item No.	Laboratory Test Description	ASTM/TXDOT Procedures	Units	Quantity	Unit Price	Total
Soil and Base Material						
	Atterberg Limits - (Liquid and Plastic Limits and Plasticity Index (PI))	D-4318/TX 104	EA	7	75.00	525.00
	Material finer than #200 Sieve	D-1140/TX 110	EA	7	75.00	525.00
	Moisture-Density Relationship of Soil (Proctor Compaction Curve)	D-698/TX 114E	EA	7	235.00	1645.00
	Moisture-Density Relationship of Base (Proctor Compaction Curve)	D-698TX 113E	EA		325.00	0.00
	Proctor Pickup (Includes Trip Charge)		EA	3	225.00	675.00
	Nuclear Field Density Test @ Drainage Improvements (Est. 7 Trips)	D-6938/TX 115	EA	35	25.00	875.00
	Nuclear Field Density Test @ Paving/Alley/Sidewalk/Driveway Subgrade (Est. 11 Trips)	D-6938/TX 115	EA	33	25.00	825.00
	Senior Engineer Technician to Perform Densities @ Drainage Improvements	D-6938	HR	28	70.00	1960.00
	Senior Engineer Technician to Perform Densities @ Paving/Sidewalk Subgrade	D-6938	HR	44	70.00	3080.00
	Project Manager		HR	9	105.00	945.00
Concrete Testing @ Paving/Alley/Sidewalk/Driveway						
	Concrete Compression Test (Concrete Cylinders) (Est. 11 Trips)	C-39	EA	44	35.00	1540.00
	Cylinder Pickup (Includes Trip Charge)		EA	11	225.00	2475.00
	Senior Engineering Technician to Perform Concrete Inspection		HR	55	60.00	3300.00
	Project Manager		HR	7	105.00	735.00
Concrete Testing @ Curb & Gutter/Grate Inlets/Barrier Free Ramps						
	Concrete Compression Test (Concrete Cylinders) (Est. 7 Trips)	C-39	EA	28	35.00	980.00
	Cylinder Pickup (Includes Trip Charge)		EA	7	225.00	1575.00
	Senior Engineering Technician to Perform Concrete Inspection		HR	28	60.00	1680.00
	Project Manager		HR	4	105.00	420.00
Asphalt Inspection and Testing						
	Level 1B Asphalt Technician		HR		85.00	0.00
	Project Manager		HR		85.00	0.00
Travel/Item Number						
	Trip Charge		EA	36	60.00	2160.00
TOTAL						\$25,920.00

**Overtime rates of 1.5 times the regular hourly rate will be charged for work over 8 hours or any time before 7am or after 5pm. Services performed on recognized holidays will be charged at 2.0 times the the regular hourly rate.

**Alliance Geotechnical Group
PROJECT DATA SHEET - BUDGET
E. Cherry St., (P24-0107C)**

Concrete				
1000	Concrete Technician	83.00 @	\$60.00	\$4,980.00
1008	Concrete Cylinder Pick Up	18.00 @	\$225.00	\$4,050.00
600	Concrete Compression Test (Concrete Cylinders)	72.00 @	\$35.00	\$2,520.00
Concrete Budget:				\$11,550.00
Misc				
029.0	Project Manager (CMT)	20.00 @	\$105.00	\$2,100.00
050.1	Vehicle Charge	36.00 @	\$60.00	\$2,160.00
Misc Budget:				\$4,260.00
Soils				
100D	Atterberg Limits D-4318	7.00 @	\$75.00	\$525.00
102D	Material Finer than #200 Sieve D-1140	7.00 @	\$75.00	\$525.00
106	Moisture-Density Relationship Sample Pickup	3.00 @	\$225.00	\$675.00
107	Nuclear Field Density Test D2922/D3017 (D6938)	68.00 @	\$25.00	\$1,700.00
1400	Earthwork Inspection and Testing	72.00 @	\$70.00	\$5,040.00
310	THD-Test-114E Test	7.00 @	\$235.00	\$1,645.00
Soils Budget:				\$10,110.00
Total Budget:				\$25,920.00



Exhibit B – Conflict of Interest Form

CONFLICT OF INTEREST QUESTIONNAIRE - For vendor or other person doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local 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. <i>See</i> 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. Alliance Geotechnical Group, Inc.	
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. None _____ 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 January 5, 2024 _____ 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			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Alliance Geotechnical Group, Inc. Dallas, TX United States		CERTIFICATION OF FILING Certificate Number: 2024-1109086 Date Filed: 01/05/2024 Date Acknowledged:			
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. 24-0013 Geotechnical Engineering and Materials Testing Services					
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)		
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> </table>	Controlling	Intermediary
Controlling	Intermediary				
	Nance, Robert P.	Dallas, TX United States	X		
	Shirazi, Frank	Dallas, TX United States	X		
	Farrow, Mark	Dallas, TX United States	X		
	Roland, Michael D.	Dallas, TX United States	X		
5 Check only if there is NO Interested Party. ☐					
6 UNSWORN DECLARATION My name is <u>Robert P. Nance</u> , and my date of birth is <u>July 31, 1974</u> My address is <u>614 Spring Hill Drive</u> , <u>Coppell</u> , <u>TX</u> , <u>75019</u> , <u>USA</u> (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Dallas</u> County, State of <u>Texas</u> , on the <u>5th</u> day of <u>January</u> , 20 <u>24</u> (month) (year) Page 45 of 45 Signature of authorized agent of contracting business entity (Declarant)					



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Silsbee Ford to purchase six Ford Explorers through Texas Procurement and Support Services Contract 070-M1 in the expenditure amount of \$227,996.94.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

The City of Duncanville’s Equipment Services Division of the Public Works Department manages the acquisition, maintenance, service, repairs, washing, fueling, replacement, and disposal of the fleet vehicles and motorized equipment used by City departments. These include vehicles and equipment such as police sedans, light and heavy-duty trucks, trailers, tractors, dump trucks, and miscellaneous motorized equipment. Equipment Services works with individual City departments to purchase vehicles and motorized equipment to achieve their missions. City-owned vehicles are listed in a Fleet Rotation Schedule for budgeting purposes. The Fleet Rotation Schedule is reviewed annually to determine which vehicles have reached the end of their useful lives and need to be replaced. Factors used in reaching this determination are age, miles/hours driven, and maintenance requirements.

The six vehicles used by the Police Department scheduled to be replaced are:

- a 2013 Ford Escape (Unit 133-13) - 112,000 miles
- a 2014 Ford Taurus (Unit 130-14) - 141,714 miles
- two 2015 Ford Explorers (Units 131-15 and 134-15) - 112,435 and 173,312 miles, respectively
- two 2017 Ford Explorers (Units 135-17 and 137-17) - 136,547 and 108,345 miles, respectively

The units will be replaced with new Ford Explorers with an expected delivery date of May 2024. Silsbee Ford is the only vendor with 2024 Ford Explorers on order that have not been allocated to other entities.

Units 133-13 and 131-15 will be auctioned. It is estimated that the auction value of the vehicles will range between \$1,500.00 and \$5,000.00 per vehicle. The funds generated from the auction will be returned to the Fleet Rotation Fund.

All other units will be retained and repurposed by the Police Department to replace two pool vehicles (Units 163-12 and 102-14) and a parking enforcement vehicle (Unit 79-15). Additionally, one retained unit will be repurposed as a training pool vehicle. These vehicles will be housed at the Police Station.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

415-700885 (Fleet/Equip Rpr/Rplace/Motor Vehicles). Available funds reflect approval of budget amendment.

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$739,170.00	\$227,996.94	\$511,173.06

ACTION ALTERNATIVES:

1. Award a bid and authorize a cooperative purchasing agreement with Silsbee Ford to purchase six Ford Explorers through TPASS Contract 070-M1 in the expenditure amount of \$227,996.94.
2. Do not award a bid and authorize a cooperative purchasing agreement with Freedom Chevrolet to purchase six Ford Explorers through TPASS Contract 070-M1 in the expenditure amount of \$227,996.94.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-235 - Purchase of Ford Explorers with Exhibit](#)

RESOLUTION NO. 2024-235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH SILSBEE FORD TO PURCHASE SIX FORD EXPLORERS THROUGH TEXAS PROCUREMENT AND SUPPORT SERVICES CONTRACT 070-M1 IN THE EXPENDITURE AMOUNT OF \$227,996.94, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Texas Procurement and Support Services (TPASS) Cooperative Purchasing Program; and

WHEREAS, TPASS has taken sealed bids for Fleet Trucks, Automobiles, and Law Enforcement Vehicles, and a contract was awarded to Silsbee Ford.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Silsbee Ford to purchase six Ford Explorers through TPASS Contract 070-M1 in the expenditure amount of \$227,996.94, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

SILSBEE FORD

Government and Commercial Sales

1211 U.S. Highway 96 North Silsbee TX 77656 Phone: (409) 895-3800

Date: 3/4/2024

Prepared by: Richard Hyder
 direct phone: (409) 300-1385
 email: rhyder.cowboyfleet@gmail.com

Prepared for: City of Duncanville
 Customer: Asa Low
 phone: 972.780.5062
 fax:
 email: alow@duncanville.com

Commodity#	# of items	Description	Price	Extension
	6	Ford Explorer RWD Series X160 per TPASS Contract 070-A1	\$ 34,634.49	\$ 207,806.94
	6	Opt 999 additional items-- model upgrade	\$ 2,950.00	\$ 17,700.00
	6	Exterior--white	\$ -	\$ -
	6	Interior--sandstone	\$ -	\$ -
	6	Delivery	\$ 415.00	\$ 2,490.00
		Incoming vehicles arriving May 2024 Colors can be changed if ordered quickly Available colors--white, silver, green, gray, black		
		ALL VEHICLES SUBJECT TO AVAILABILITY	TOTAL:	\$ 227,996.94

Notes: Please call if you have any questions. Thank you



(<https://www.comptroller.texas.gov/>)

Exhibit B

Texas Comptroller of
Public Accounts
Glenn Hegar



(<https://www.txsmartbuy.com>)

Bid Postings (<https://www.txsmartbuy.com/#esbd>) **Contracts** **SPD Applications**
Help (<https://www.txsmartbuy.com/#help>)



0 items

Contract Details: # 070-M1

Number	070-M1
Description	Fleet Trucks, Automobiles, and Law Enforcement Vehicles
Category	Managed
Type	Term
Start Date	5/1/2023
End Date	11/30/2024
Purchasing Category Codes (Agencies Only)	PCC C
Optional Renewal Terms	Extension: December 1, 2023, through November 30, 2024
Purchase Orders	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member. Note: This contract contains line items that may be available through multiple contractors. Agencies should document its best value determination when selecting other than the lowest-priced contractor.
NIGP Code(s)	07104 07105 07203 07204 07207 07208
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: TPASS Contract Management Office (TCMO) Texas Comptroller of Public Accounts (CPA) Fax: (512) 936-0040 Email: tpass_cmo@cpa.state.tx.us (mailto:tpass_cmo@cpa.state.tx.us)

Contract Items and Pricing

The 10 Price Sheets below provide current approved contract prices, and the three Pricing Tools underneath assist customers build a vehicle and compare prices between Contractors.

Caldwell Country Chevrolet II, LLC Price Sheet
(<https://secocms.cpa.texas.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/070-M1%20Caldwell%20Country%20Chevrolet%20II,%20LLC%20Price%20Sheet.xlsx>)

Caldwell Country Ford, LLC Price Sheet (<https://secocms.cpa.texas.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1 Caldwell Country Ford, LLC Price Sheet.xlsx>)

Doggett Freightliner of South Texas, LLC Price Sheet
(<https://secocms.cpa.texas.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/070-M1%20Doggett%20Freightliner%20of%20South%20Texas,%20LLC%20Price%20Sheet.xlsx>)

Donalson CDJR, LLC Price Sheet (<https://secocms.cpa.texas.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/070-M1%20Donalson%20CDJR,%20LLC%20Price%20Sheet.xlsx>)

Donalson-Hiner Automotive Group, Inc. dba Silsbee Toyota Price Sheet
(<https://secocms.cpa.texas.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/070-M1%20Donaldson-Hiner%20Automotive%20Group,%20Inc.%20dba%20Silsbee%20Toyota%20Price%20Sheet.xlsx>)

Holiday-Graham CDJR, LLC dba Holiday Chrysler Dodge Jeep Ram Price Sheet
(<https://secocms.cpa.texas.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/070-M1%20Holiday-Graham%20CDJR,%20LLC%20dba%20Holiday%20Chrysler%20Dodge%20Jeep%20Ram%20Price%20Sheets.xlsx>)

Johnson Whitesboro Ford, Inc. dba Holiday Ford Price Sheet
(<https://secocms.cpa.texas.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/070-M1%20Johnson%20Whitesboro%20Ford,%20Inc.%20dba%20Holiday%20Ford%20Price%20Sheet.xlsx>)

Lake Country Chevrolet, Inc Price Sheet (<https://secocms.cpa.texas.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/070-M1%20Lake%20Country%20Chevrolet,%20Inc.%20Price%20Sheet.xlsx>)

Sam Pack's Five Star Ford LTD Price Sheet (<https://secocms.cpa.texas.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1 Sam Pack's Five Star Ford LTD Price Sheet.xlsx>)

Silsbee Ford Inc. Price Sheet (<https://secocms.cpa.texas.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/070-M1%20Silsbee%20Ford%20Inc.%20Price%20Sheet.xlsx>)

Law Enforcement Pricing Tool (https://secocms.cpa.texas.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/070-M1_Pricing%20Tool%20FY23%20Fleet%20LAW%20ENFORCEMENT_9-19-23.xlsx)

Peplemovers Pricing Tool (https://secocms.cpa.texas.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_Pricing Tool FY23 Fleet PEOPLEMOVERS_9-19-23.xlsx)

Trucks Pricing Tool (https://secocms.cpa.texas.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/070-M1_Pricing Tool FY23 Fleet TRUCKS_12-4-23.xlsx)

Please note, HUB Subcontracting Plan (HSP) compliance is the responsibility of the contracting agency post award by SPD. Please contact the contract manager to obtain a copy of the HSP.

Warranty Details	1. WARRANTIES, ACCESSORIES: Contractor shall furnish a copy of the manufacturer's standard warranty on minor accessories such as batteries and tires and major accessories such as Dump, Stake, Platform and Utility Bodies, side-mounted tool compartments and toolboxes at the time of delivery to the Customer. 2. WARRANTIES, NEW VEHICLE: Contractor shall furnish the Customer an OEM Chassis Manufacturer's Warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be equal to or better than those offered to the general public. Passenger cars and light-duty trucks shall have a minimum warranty offered to the general public (not commercial trade). Minimum warranty shall be at least 3 years/36,000 miles bumper to bumper with a power train warranty of 5 years/100,000 miles unless different requirements are stated within a series specification, or an optional warranty upgrade is purchased. 3. WARRANTIES, DOCUMENTATION: Respondent shall indicate the length (in years and miles) of the OEM new vehicle warranty on Mandatory Price Sheet. Contractor shall furnish a complete copy (detailing coverage and exclusions) of the new vehicle warranty to Customer with each vehicle delivered. Contractor shall also provide an additional copy within 10 working days after request. 4. WARRANTIES, DEDUCTIBLES: All warranty repairs shall be performed without assessing the Customer warranty deductibles. Contractor shall be responsible for any warranty deductibles required for warranty repairs. 5. WARRANTIES, DELAYED: Delayed warranties must be available for all vehicles. Warranty start date shall be effective the day the completed unit is placed into service. Contractor shall furnish a delayed warranty card/document with each unit delivered, advising entity personnel of the procedures to be followed for obtaining delayed start of warranty coverage. NOTE: If Contractor fails to arrange for delayed warranty with OEM, Contractor is responsible for all costs incurred to make appropriate repairs at any dealership in Texas. 6. WARRANTIES, CONTRACTOR INSTALLED ITEMS: Contractor shall warrant all items it has installed for quality and workmanship. Warranty shall include 100% coverage for all options, components and labor. 7. WARRANTIES, AFTERMARKET ALTERNATE FUEL CONVERSION: Aftermarket fuel conversion means the conversion of an OEM vehicle to operate in its normal capacity or design using an alternative fuel such as LPG or CNG by a company licensed by the Railroad Commission, is certified by the Environmental Protection Agency (EPA), and has at least one ASE certified technician. With an after-market fuel conversion, the company completing the conversion shall be responsible for fuel control issues/problems. If the maintenance program is followed and maintenance is performed by an ASE certified technician, the conversion shall be warranted for 3 years/36,000 miles, whichever comes first. Warranties for components (i.e. tanks) greater than 3 years / 36,000 miles shall be passed on to the Customer. The conversion shall not void any other warranty. The OEM warranty will remain intact unless it is determined that the failure of an OEM part is directly attributed to the aftermarket fuel conversion. In case of warranty work on an engine converted to use LPG or CNG, it shall automatically become the Contractor's responsibility. The Contractor will arrange, with the permission of the owner, for the vehicle to be repaired by an OEM Certified technician, at an OEM or other facility chosen by the owner, at no cost to the owner. A copy of the conversion equipment manufacturer's warranty and the Contractor's supplemental warranty shall be provided to the Customer at the time of vehicle delivery. Payment for the vehicle cannot be processed until these documents are provided. Major warranty repair work means major repair to the engine due to operation of the engine on LPG or CNG. All conversion components shall be covered. Diagnosis of the actual repairs required will be the responsibility of the Contractor. The vehicle will be made available at the location designated by the owner. The repair work may be performed by the Contractor or his authorized OEM certified representative. 8. COMPLIMENTARY SERVICE: If the manufacturer offers a complimentary service agreement with the purchase of a new vehicle, that service shall be included with all vehicles purchased under the contract.
Adding New Products to Contract	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov).
Delivery Delays by Contractor	If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).
Compliant Products by Contractor	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
Purchase Order Cancellations	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.
Restocking Fee	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.

Substitutions	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
Contract Performance	The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000. Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/) The purpose of the Vendor Performance Tracking System is to: • Identify vendors that have exceptional performance • Aid purchasers in making a best value determination based on vendor past performance • Protect the state from vendors with unethical business practices • Track vendor performance for delegated and exempt purchases

Contractors Information

VID: 11418568728
Contractor: Caldwell Country Chevrolet, LLC
Contact Name: Averyt S. Knapp
Email: averyt@caldwellcountry.com
Phone: (979) 567-6116
Alternate Contact Name: Adrienne Gattis
Alternate Email: agattis@caldwellcountry.com
Alternate Phone: (979) 567-6115
Address: P.O. Box 27 Caldwell TX 77836

VID: 12730378564
Contractor: Caldwell Country Ford, LLC
Contact Name: Averyt S. Knapp
Email: averyt@caldwellcountry.com
Phone: (979) 567-6116
Alternate Contact Name: Adrienne Gattis
Alternate Email: agattis@caldwellcountry.com
Alternate Phone: (979) 567-6115
Address: PO Box 72 Rockdale TX 76567

VID: 14637326696
Contractor: Doggett Freightliner of South Texas, LLC
Contact Name: Michael A. Crockett
Email: mike.crockett@doggett.com
Phone: (210) 277-4373
Alternate Contact Name: Craig Chandler
Alternate Email: craig.chandler@doggett.com
Alternate Phone: (210) 709-2503
Address: 8700 IH 10 East Converse TX 78109-9722

VID: 18634898458
Contractor: Donalson CDJR, LLC
Contact Name: Jarrod Runnels
Email: jrunnels@silsbeefleet.com
Phone: (409) 895-3858
Alternate Contact Name: Shirley Payne
Alternate Email: spayne@silsbeefleet.com
Alternate Phone: (409) 895-3855
Address: 1305 Hwy 96 Bypass Silsbee TX 77656-0905

VID: 12034629241
Contractor: Donalson-Hiner Automotive Group Inc. dba Silsbee Toyota
Contact Name: Robert C. Swan
Email: rhyder.cowboyfleet@gmail.com
Phone: (409) 300-1385
Alternate Email: spayne@silsbeefleet.com
Address: 1396 Hwy 327 E. Silsbee TX 77656

VID: 18431852583
Contractor: Holiday-Graham CDJR, LLC dba Holiday Chrysler Dodge Jeep Ram
Contact Name: Bryan W. Brooks
Email: bryan@holidayfleet.com
Phone: (903) 771-1960
Alternate Contact Name: Christina Jackson
Alternate Email: erichove@yahoo.com
Alternate Phone: (903) 564-3551
Address: 1609 Hwy 380 Bypass Graham TX 76450

VID: 12647406441
Contractor: Johnson Whitesboro Ford Inc. dba Holiday Ford
Contact Name: Bryan W. Brooks
Email: bryan@holidayfleet.com
Phone: (903) 771-1960
Alternate Contact Name: Christina Jackson
Alternate Email: invoices@defendersupply.com
Alternate Phone: (903) 564-3551
Address: 1003 Hwy 82 W Whitesboro TX 76273

VID: 18107920516
Contractor: Lake Country Chevrolet Inc.
Contact Name: Rick J. Brown
Email: rbrown.silsbeefleet@gmail.com
Phone: (409) 659-1555
Alternate Contact Name: Shirley Payne
Alternate Email: spayne@silsbeefleet.com
Alternate Phone: (409) 895-3855
Address: 2152 N. Wheeler Street Jasper TX 75951

VID: 17510073228

Contractor: Sam Pack's Five Star Ford Ltd

Contact Name: Alan J. Rosner

Email: bidtx@spford.com

Phone: (888) 835-3389

Alternate Email: jwooten@spford.com

Address: 1635 IH 35E Carrollton TX 75006

VID: 17605331440

Contractor: Silsbee Ford Inc.

Contact Name: Robert C. Swan

Email: fleetsales@outlook.com

Phone: (409) 384-1002

Alternate Email: spayne@silsbeefleet.com

Alternate Phone: (409) 895-3800

Address: PO Box 815 Silsbee TX 77656-0815



Texas Comptroller of Public Accounts
Glenn Hegar

- Home (<https://comptroller.texas.gov>)
- Contact Us (<https://comptroller.texas.gov/about/contact/>)

POLICIES

- Privacy and Security Policy (<https://comptroller.texas.gov/about/policies/privacy.php>)
- Accessibility Policy (<https://comptroller.texas.gov/about/policies/accessibility.php>)
- Link Policy (<https://comptroller.texas.gov/about/policies/links.php>)
- Texas.gov (<https://texas.gov>)
- Search from the Texas State Library (<https://www.tsl.texas.gov/trail/index.html>)
- Texas Homeland Security (<https://www.dhs.gov/geography/texas>)
- Texas Veterans Portal (<https://veterans.portal.texas.gov/>)
- Public Information Act (<https://comptroller.texas.gov/about/policies/public-information-act.php>)
- Texas Secretary of State (<https://www.sos.state.tx.us/>)
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov (<https://www.texas.gov/>)
- Texas Records and Information Locator (TRAIL) (<https://www.tsl.state.tx.us/trail/>)
- State Link Policy
(<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf>)
- Texas Veterans Portal (<https://veterans.portal.texas.gov>)



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Consider a resolution acknowledging receipt of the Independent Audit and Annual Comprehensive Financial Report provided by McConnell & Jones, LLP for the Fiscal Year ended September 30, 2022.

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

Richard Jackson, Managing Director of Fiscal Services and Chief Financial Officer

Don McBurnett, Audit Committee Chair

BACKGROUND/HISTORY:

McConnell & Jones, LLP, was contracted to perform an independent audit of the City's financial accounting.

POLICY EXPLANATION:

McConnell & Jones, LLP provided their report to the Audit Committee on Monday, March 18, 2024.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Acknowledge receipt of the independent audit and Annual Comprehensive Financial Report for the Fiscal Year ended September 30, 2022.

ATTACHMENTS:

[Resolution No. - 2024-248 - Acknowledgement of Fiscal Year 2021-2022 Annual Comprehensive Financial Report and Independent Audit by McConnell Jones](#)

RESOLUTION NO. 2024-248

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, 2022 COMPLETED BY MCCONNELL & JONES, LLP; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, McConnell & Jones, 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 for the Fiscal Year ended September 30, 2022; and,

WHEREAS, McConnell & Jones, LLP, has completed their independent audit and provided their report and findings to the Audit Committee; 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, 2022, has been completed by McConnell & Jones, 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 2021-2022.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



INCORPORATED SINCE 1947

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR 2021-2022

Page 3 of 145

ANNUAL COMPREHENSIVE FINANCIAL REPORT
OF THE
CITY OF DUNCANVILLE, TEXAS

FOR
FISCAL YEAR ENDED
SEPTEMBER 30, 2022

PREPARED BY:
CITY OF DUNCANVILLE
DEPARTMENT OF FISCAL SERVICES

CITY OF DUNCANVILLE, TEXAS
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTORY SECTION:	
Letter of Transmittal.....	1
Organizational Chart.....	7
Administrative Officials.....	7
City Council.....	8
City of Duncanville District Map.....	9
 FINANCIAL SECTION:	
Independent Auditor's Report.....	13
Management's Discussion and Analysis.....	17
 Basic Financial Statements:	
Government-wide Financial Statements:	
Statement of Net Position.....	29
Statement of Activities.....	30
Fund Financial Statements:	
Governmental Funds:	
Balance Sheet- Governmental Funds.....	32
Reconciliation of the Balance Sheet of Governmental Funds to the	
Statement of Net Position.....	33
Statement of Revenues, Expenditures, and Changes in Fund Balances-	
Governmental Funds.....	34
Reconciliation of the Statement of Revenues, Expenditures, and	
Changes in Fund Balances of Governmental Funds to the	
Statement of Activities.....	35
Statement of Revenues, Expenditures, and Changes in Fund Balance-	
Budget and Actual-General Fund.....	36
Proprietary Funds:	
Statement of Net Position-Proprietary Funds.....	37
Statement of Revenues, Expenses, and Changes in Fund Net Position-	
Proprietary Funds.....	38
Statement of Cash Flows-Proprietary Funds.....	39
Notes to the Basic Financial Statements.....	40

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
Required Supplementary Information:	
Texas Municipal Retirement System (TMRS) –	
Schedule of Changes in Net Pension Liability and Related Ratios.....	73
Schedule of Contributions.....	75
Schedule of Changes in Total Other Postemployment Benefits Liability and Related Ratios.....	76
 Combining and Individual Fund Statements and Schedules:	
General Fund:	
Budgetary Comparison Schedule of Revenues.....	77
Budgetary Comparison Schedule of Expenditures.....	79
 Non-Major Governmental Funds:	
Description of Individual Non-Major Governmental Funds.....	83
Combining Balance Sheet.....	85
Combining Statement of Revenues, Expenditures and Changes in Fund Balances.....	86
Non-Major Special Revenue Funds Combining Balance Sheet.....	87
Non-Major Special Revenue Funds Combining Statement of Revenues, Expenditures and Changes in Fund Balances.....	89
Hotel-Motel Tax Fund Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual.....	91
Drainage Fees Fund Schedule of Revenues Expenditures and Changes in Fund Balance Budget and Actual	92
Debt Service Fund Schedule of Revenues and Expenditures Budget and Actual.....	93
 Enterprise Funds:	
Schedule of Detailed Revenues- Budget and Actual.....	95
Schedule of Expenditures-Budget and Actual.....	96
 Internal Service Funds:	
Description of Individual Internal Service Funds.....	99
Combining Statement of Net Position.....	100
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position.....	101
Combining Statement of Cash Flows.....	102
 Component Unit Fund Financial Statements:	
Description of Component Unit.....	103
Balance Sheet- Fund Level.....	104
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position.....	105
Statement of Revenues, Expenditures, and Changes in Fund Balances Fund Level.....	106
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	107

TABLE OF CONTENTS
(Continued)

	<u>Schedule</u>	<u>Page</u>
STATISTICAL SECTION (Unaudited):		
Net Position by Component - Last Ten Fiscal Years.....	1	113
Changes in Net Position - Last Ten Fiscal Years.....	2	114
Fund Balances, Governmental Funds - Last Ten Fiscal Years.....	3	116
Changes in Fund Balances, Governmental Funds - Last Ten Fiscal Years.....	4	117
Assessed Value and Estimated Actual Value of Taxable Property - Last Ten Fiscal Years.....	5	118
Property Tax Rates - Direct and Overlapping Governments - Last Ten Fiscal Years.....	6	119
Principal Property Taxpayers – Current Year and Nine Years Ago.....	7	120
Property Tax Levies and Collections – Last Ten Fiscal Years.....	8	121
Ratios of Outstanding Debt by Type – Last Ten Fiscal Years.....	9	122
Ratios of General Bonded Debt Outstanding – Last Ten Fiscal Years.....	10	123
Direct and Overlapping Governmental Activities Debt As of September 30, 2020.....	11	124
Legal Debt Margin Information As of September 30, 2020.....	12	125
Pledged-Revenue Coverage - Last Ten Fiscal Years.....	13	126
Demographic and Economic Statistics – Last Ten Fiscal Years.....	14	127
Principal Employers – Current Year and Nine Years Ago.....	15	128
Full-time Equivalent City Government Employees – Last Ten Fiscal Years.....	16	129
Operating Indicators by Function/Program – Last Ten Fiscal Years.....	17	130
Capital Asset Statistics by Function/Program – Last Ten Fiscal Years.....	18	131



This page intentionally left blank.

INTRODUCTORY SECTION

Douglas Finch
City Manager



March 15, 2024

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

The Fiscal Services Department and City Manager's Office are pleased to submit the Annual Comprehensive Financial Report (ACFR) for the City of Duncanville, Texas, for the fiscal year ended September 30, 2022.

This report provides the City Council, City staff, our citizens, 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.

McConnell & Jones L.L.P., Certified Public Accountants, have issued an unmodified ("clean") opinion on the City of Duncanville's financial statements for the year ended September 30, 2022. 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 2021 estimated population for the City was 40,358 (Source: ESRI).

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.

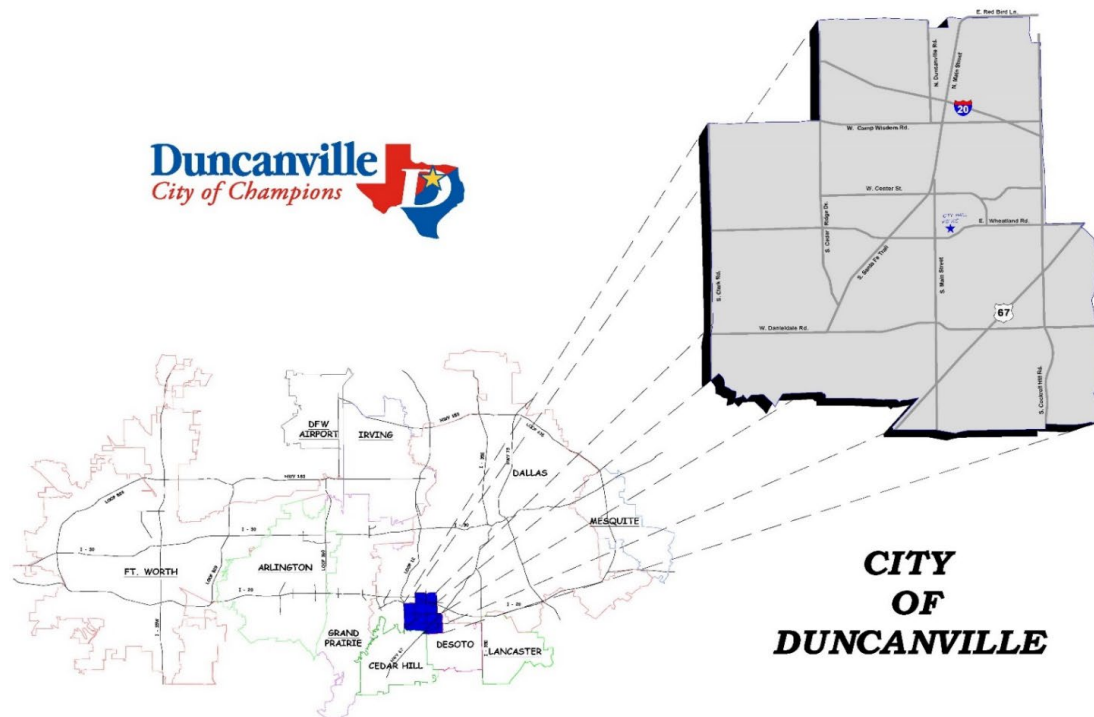
The City Manager, appointed by City Council, is the chief administrative officer for the City and is responsible for the daily management of the City. The City's basic financial statements include all government activities, organizations, functions, and a discreet component unit, the Duncanville Community Economic Development

Page 13 of 145

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 and fire protection), 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 prepare financial statements in conformity with generally accepted accounting principles (GAAP). The

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, with the exception of the General Fund, which is at the department 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 2021, the Dallas-Fort Worth metroplex gained more people than other U.S. metro. The total population now stands at 7.8 million. (Dallas Regional Chamber)
- As of 2022, Dallas-Fort Worth has been a magnet for corporate headquarters and major company operations, attracting 23 Fortune 500 and 42 Fortune 1000 companies. (Dallas Regional Chamber)
- In 2021, the DFW Metropolitan area was the sixth-largest export market in the United States. (Dallas Regional Chamber)
- 75% of business establishments in the DFW region have fewer than 100 employees; 24 Fortune Global 500 companies have headquarters in DFW. (Dallas Regional Chamber, Office of the Texas Governor)
- 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. To assist in managing changes that have occurred over the years, the comprehensive plan continues to provide direction on prioritizing the City's response to the demands brought about by change and how to allocate the City's resources best to deal with growth and redevelopment-related issues.

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.

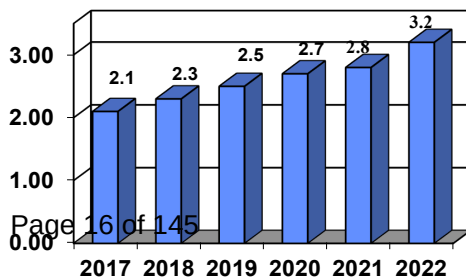
Duncanville's citizens and business community are committed to managing growth and maintaining the economic prosperity and quality of life Duncanville currently enjoys.

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

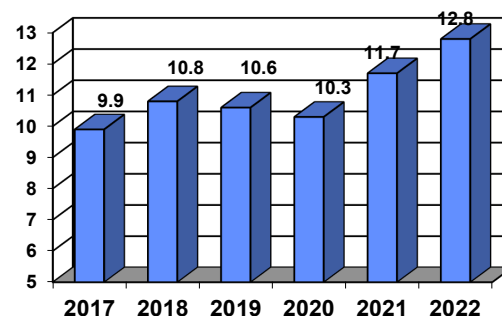
- Texas Department of Transportation construction of new east and westbound service roads and ramps along I-20 between Cockrell Hill Road to Hampton Road, which includes new bridges across US-67. Estimated completion date of September 2025.
- Maintaining an aggressive water and sewer line rehabilitation/replacement program.
- Improving access to Duncanville and access to surrounding cities via expansion of U.S. Highway 67 through a Texas Department of Transportation construction project to relocate on and off ramps, add decorative hardscapes under overpasses, and to add landscaping and monuments.
- Fire Station 1 construction, as approved in the 2018 Bond election. Substantial completion expected in September 2023.
- The Duncanville Community Economic Development Corporation (DCEDC) and City Council approved and paid a \$1.5 million incentive grant for Wheatland Plaza, one of the City's major shopping centers, for renovation and redevelopment. Renovation and redevelopment are currently underway.

Economic Signs

TAXABLE PROPERTY VALUATIONS
(in billions)



SALES TAX COLLECTIONS
(in millions)



Future Economic Outlook

Duncanville continues to experience an increase in sales tax collections. In FY 2022, the city experienced an 8.96% increase over the previous year. As the COVID-19 pandemic ended, the city experienced inflationary increases as the cost of good services increased. The City expects sales tax to increase in the year ahead but not at the same pace as in the previous two fiscal years. The City can expect increases in property values as the DFW metroplex continues to experience growth and job creation.

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 Financial Services Department and a third-party financial institution maintain evidence of the pledged collateral. Pledged collateral is also reviewed by the Financial 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 Financial Policies state that the target fund balance of 60 days of operating expenditures should be maintained in the general fund. The City elected to target a 75-day fund balance for FY23 to ensure against unforeseen changes that might negatively impact revenues or expenditures. The City also maintains a 5-year capital improvement budget for streets, parks, water and wastewater, and city buildings. A fleet replacement fund is utilized where each cost center, with capital equipment, pre-funds replacement costs so that no borrowing is required. A similar 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) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Duncanville for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2020. 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.

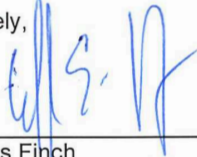
A Certificate of Achievement is valid for one year only. We believe our current report for the year ended September 30, 2022 continues to conform to the Certificate of Achievement program requirements, we acknowledge being outside of the allowable window to submit this report to the GFOA for review.

Acknowledgments

The preparation of this report on a timely basis was made possible by the dedicated service of the entire staff of the Fiscal Services Department.

We would also like to thank the members of the City Council for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Sincerely,



Douglas Finch
City Manager



Richard Jackson
Managing Director, Financial Services

ORGANIZATIONAL CHART



Administrative Officials

Douglas Finch, City Manager

Robert Brown, Assistant City Manager

David Kees, Assistant to the City Manager

Richard Jackson, Managing Director of Fiscal Services/CFO

Chiquita Taylor, City Secretary

City Council

Barry L. Gordon, Mayor

Councilmembers:

Joe Veracruz, District 1

Don McBurnett, District 2

Jeremy Koontz, District 3

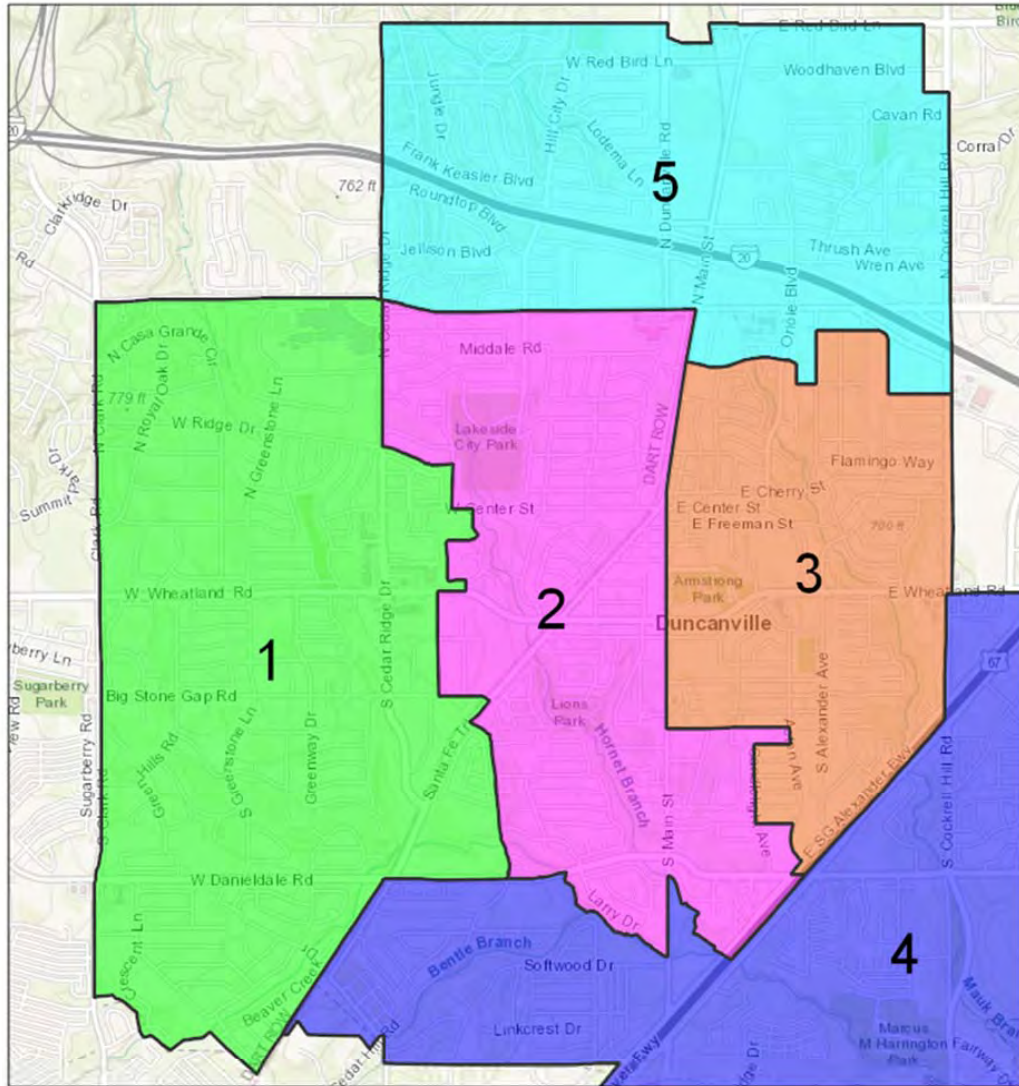
Karen Cherry-Brown, District 4

Greg Contreras, District 5 and Mayor Pro Tem

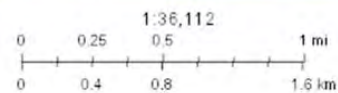
DeMonica Gooden, Councilmember At-Large



CITY COUNCIL DISTRICT MAP



May 3, 2019





This page intentionally left blank.

FINANCIAL SECTION



**McConnell
Jones**

INDEPENDENT AUDITOR'S REPORT

To the City Council
City of Duncanville, Texas

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate 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, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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

WWW.MCCONNELLJONES.COM



**McConnell
Jones**

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Duncanville, Texas, as of September 30, 2022, and, the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (pages 17 through 27), Schedule of Changes in Net Pension (pages 73 through 75), and Schedule of Changes in Other Postemployment Benefits (page 76), 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.

Other 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 introductory section, combining and individual nonmajor fund financial statements, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements are the responsibility of management and were derived from and relate 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 nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.



McConnell
Jones

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated March 15, 2024 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 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 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.

McConnell Jones LLP

Dallas, Texas
March 15, 2024

City of Duncanville, Texas

Management's Discussion and Analysis for the Fiscal Year Ended September 30, 2022

As management of the City of Duncanville, 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, 2022. We encourage readers to consider the information presented here in conjunction with our letter of transmittal at the front 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 most recent fiscal year by \$148.5 million (net position). This number must be viewed in the context that the vast majority of the City's net position (\$101.3 million) is invested in capital assets and that most capital assets in government do not directly generate revenue nor can be sold to generate liquid capital. Net position of \$8.2 million is restricted for various purposes such as capital projects, public safety or community programs. The remaining \$39.1 million (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The City's governmental activities total assets and deferred outflows exceeded total liabilities and deferred inflows by \$86.3 million (net position). Governmental activities net position increased by \$7 million.
- As of the close of the current fiscal year, City of Duncanville governmental funds reported combined ending fund balances of \$46.8 million, an increase of \$2.2 million from the prior year. Of this amount, \$17 million is unassigned and available for spending subject to the City's self-imposed limitations by management for intended use.
- At year-end, the ending fund balance for the General Fund was \$20 million. On a current financial resources basis, total fund balance for the General Fund increased by \$2 million.
- The City's net bonded debt decreased by \$1.2 million during the current fiscal year.
- The United States government passed the American Rescue Plan Act (ARPA) in March, 2021. In fiscal year 2022, the City recognized \$4,800,977 of ARPA funding. The total awarded was \$9,611,442. The second tranche is to be received in 2023. This was a pass-thru award from the Texas Department of Emergency Management. Eligible uses of the funds fall into categories such as Covid-19 pandemic recovery, employee premiums to pay employees who worked during the pandemic period, broadband infrastructure, water and sewer infrastructure, and revenue loss.
- The City has continued to see increases in property tax revenue. Sales tax revenue has increased and is expected to continue on this trend. The Economic Factors and Next Year's

Budget section on the last page of this discussion provides additional information on this subject.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Duncanville's basic financial statements. The City's basic financial statements are comprised of three components:

- 1) Governmental-wide financial statements, 2) fund financial statements, and 3) notes to basic financial statements.

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 of Duncanville is in a better financial position at the end of the current fiscal year compared to the previous fiscal 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. Examples include but are not limited to changes in the City's property tax base and the condition of the City's streets.

The statement of net position presents information on all the City's assets, deferred outflows (inflows) and liabilities, with the difference reports 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 showing how the City's net position changed during the fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from the 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, neighborhood services, 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, sanitation services and a sports facility.

The government-wide financial statements include not only the City itself (the primary government), but also the Duncanville Community and Economic Development Corporation (DCEDC, a discretely presented component unit). The government-wide financials can be found on pages 29-31 of this report.

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 the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the governmental fund 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, 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 the governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers 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 basic governmental fund financial statements can be found on pages 32-34 of this report.

The City maintains fifteen governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the General, Debt Service, and Bond Capital Projects, all of which are to be considered major funds. Data from nine non-major special revenue funds and three non-major capital project funds are combined into a single, aggregated presentation. Individual fund data for these non-major governmental funds is provided in the form of combining statements on pages 85-93 of this report.

The City adopts an annual appropriated budget for its General, Debt Service, Hotel Tax, Drainage Fees, and Traffic Improvement and Safety Special Revenue funds. A budgetary comparison statement has been provided for the General Fund as part of the basic financial statements.

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), Sanitation, 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 general liability insurance programs, and fleet and information technology replacement activities. All these programs are predominantly governmental activities; however, as they benefit both governmental and business-type activities, current year results 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 the Utility, Sanitation, and Sports Facility funds since all are considered to be major funds of the City. Conversely, all of the internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. The basic proprietary fund financial statements can be found on page 37-39 of this report. Individual fund data for proprietary funds in the form of budget data and combining statements can be found on pages 94-102 of this report.

Notes to the Basic 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 can be found immediately following the basic financial statements on pages 41-60 of this report.

Other Information. In addition to the basic financial statements accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide pension and other post-employment benefits to its employees. The required supplementary information is presented immediately following the notes to the basic financial statements.

The combining and individual fund statements and schedules are presented immediately following the required supplementary information. Included are budgetary schedules of revenues and expenditures for the General fund, non-major governmental fund individual and combining statements, and a schedule of operating revenues and expenses for the Utility, Solid Waste and Sports Facility funds.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. The City of Duncanville's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources by \$148.5 million as of September 30, 2022.

	Governmental Activities		Business-type Activities		Total	
	FY 2022	FY 2021	FY 2022	FY 2021	FY 2022	FY 2021
Current and other assets	\$68,093,913	\$58,961,439	\$18,608,818	\$18,660,532	\$86,702,731	\$77,621,971
Capital assets, net	55,809,674	55,621,340	48,298,329	47,218,300	104,108,003	102,839,640
Total assets	123,903,587	114,582,779	66,907,147	65,878,832	190,810,734	180,461,611
Total deferred outflows of resources	(587,772)	2,422,584	(69,060)	297,033	(656,832)	2,719,617
Current liabilities	\$11,253,997	\$ 7,911,535	\$ 2,727,955	\$ 3,529,055	\$13,981,952	\$11,440,590
Noncurrent liabilities	26,839,512	26,722,179	1,732,026	2,579,527	28,571,538	29,301,706
Total liabilities	38,093,509	34,633,714	4,459,981	6,108,582	42,553,490	40,742,296
Total deferred inflows of resources	165,815	3,768,899	103,746	465,163	269,561	4,234,062
Net investment in capital assets	54,493,709	54,195,373	46,768,084	45,041,387	101,261,793	99,236,760
Restricted net position	8,233,351	6,970,162	-	-	8,233,351	6,970,162
Unrestricted net position	23,546,179	17,437,215	15,506,276	14,560,733	39,052,455	31,997,948
Total net position	<u>\$86,273,239</u>	<u>\$78,602,750</u>	<u>\$62,274,360</u>	<u>\$59,602,120</u>	<u>\$148,547,599</u>	<u>\$138,204,870</u>

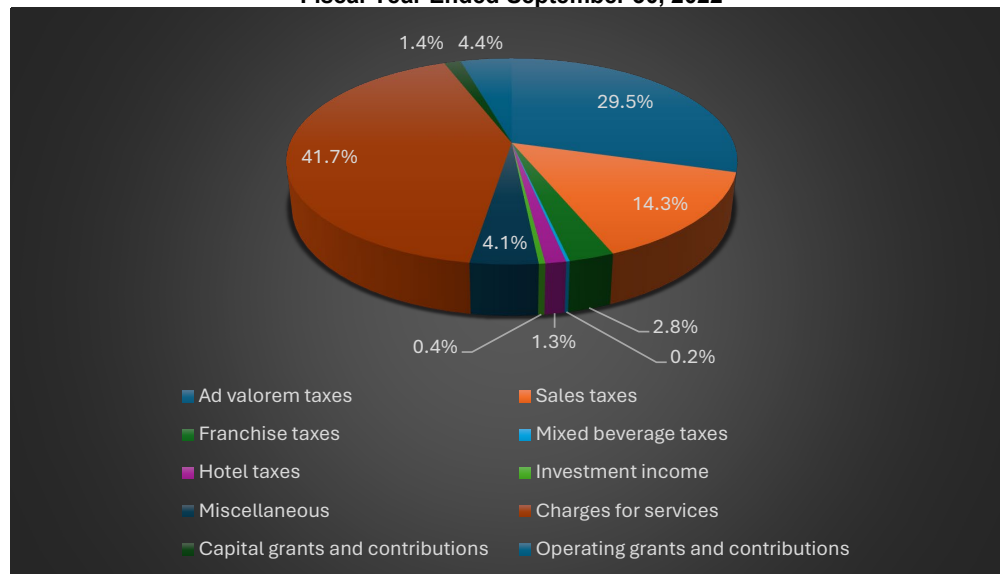
The majority of the City's net position \$101.3 million (68.2%) are invested in capital assets (e.g., land, buildings, equipment, improvements, infrastructure and construction in progress). The City uses these capital assets to provide services to citizens and consequently, these assets are not available for spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that resources needed to repay this debt must be provided from other sources, since the capital assets cannot be used to liquidate these liabilities.

The City's balance of restricted net position of \$8.2 million (5.5%) is reserved for various purposes such as capital projects, debt service, public safety, and court programs.

The City's balance of unrestricted net position of \$39.1 million (26.3%) may be used to meet the government's ongoing obligations to citizens and creditors.

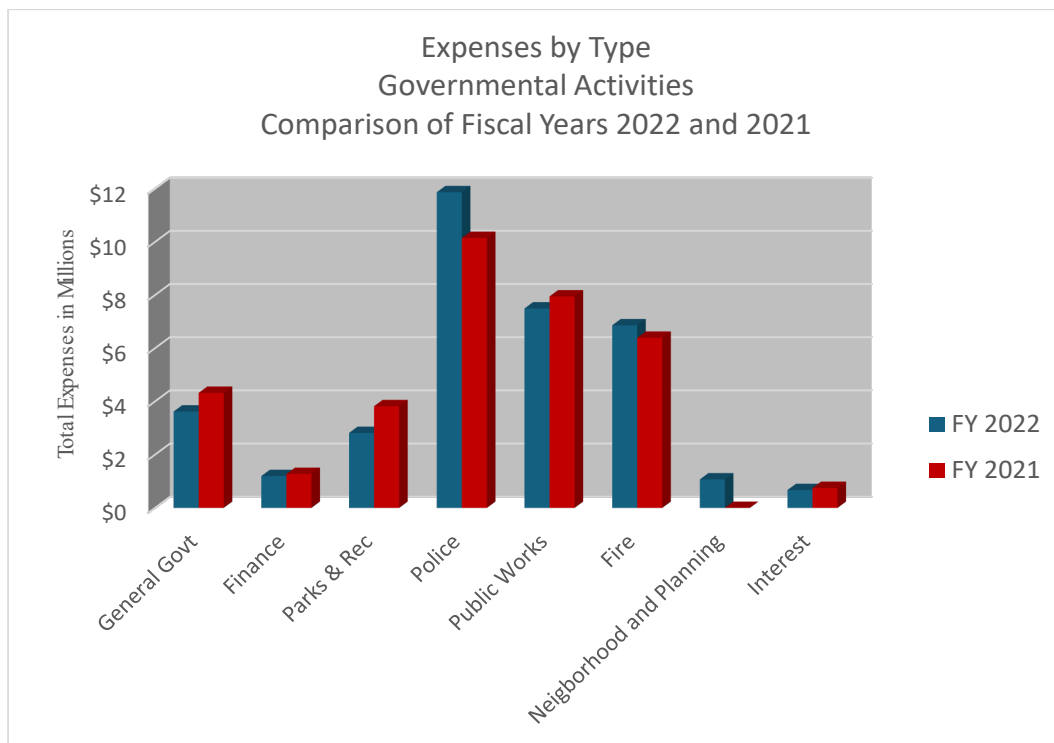
Analysis of the City's Operations. Overall, the City's total net position increased by \$12.1 million (8.8%) from the prior year.

**Changes in Net Position
Revenue by Major Category
Governmental and Business-type Activities
Fiscal Year Ended September 30, 2022**



Governmental Activities. Total revenues for governmental activities increased by \$3.1 million in fiscal year 2022. The primary drivers are increases in Operating, Capital Grants and Contributions. In FY 2022 the City received the first tranche of the State and Local Fiscal Recovery Fund (SLFRF), also known as the American Rescue Plan. Total amount received was \$1.9 million. Sales tax increased by \$778 thousand (8.8%) due to a greater volume of purchases made as the market continued to improve from the economic downturn experienced during the pandemic.

Overall governmental activities expenses increased by \$943 thousand. Salary and benefits were increased in FY 2022 with a 2% Cost of Living Adjustment given to employees, increasing the minimum wage for full-time positions to \$15 per hour, and 10.5 Full-Time Equivalent positions were added to the budget across all governmental funds. Capital Bond project expenditures increased by \$388 thousand.



Business-type Activities. Net position from business-type activities increased by \$2.6 million. Program revenues increased by \$1.3 million as a result of more water and sewer charges being collected. Overall business-type expenses reflected an increase of \$900 thousand as water and sewer operating costs also increased.

The following table provides a summary of the City's operations at fiscal year 2022:

City of Duncanville						
Changes in Net Position						
For the Fiscal Years Ending September 30, 2021 and 2022						
	Governmental		Business-Type		Total	
	Activities		Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues:						
Charges for services	\$ 3,427,808	\$ 3,775,667	\$ 24,187,703	\$ 22,319,460	\$ 27,615,511	\$ 26,095,127
Operating grants and contributions	2,943,316	2,162,428	-	537,800	2,943,316	2,700,228
Capital grants and contributions	972,375	59,963	-	-	972,375	59,963
General revenues:						
Ad valorem taxes	19,917,548	20,733,113	-	-	19,917,548	20,733,113
Sales taxes	9,617,539	8,839,187	-	-	9,617,539	8,839,187
Franchise taxes	1,857,149	1,798,295	-	-	1,857,149	1,798,295
Mixed beverage taxes	144,962	99,913	-	-	144,962	99,913
Hotel taxes	843,213	848,912	-	-	843,213	848,912
Investment income	247,887	303,622	16,543	33,762	264,430	337,384
Miscellaneous	2,235,287	415,466	-	-	2,235,287	415,466
Total revenues	42,207,084	39,036,566	24,204,246	22,891,022	66,411,330	61,927,588
Expenses:						
General government	3,622,947	4,323,173	-	-	3,622,947	4,323,173
Finance	1,196,680	1,275,515	-	-	1,196,680	1,275,515
Parks and recreation	2,817,095	3,822,563	-	-	2,817,095	3,822,563
Police	11,872,410	10,154,245	-	-	11,872,410	10,154,245
Public works	7,497,327	7,950,616	-	-	7,497,327	7,950,616
Fire	6,864,129	6,394,166	-	-	6,864,129	6,394,166
Neighborhood planning	1,070,690	-	-	-	1,070,690	-
Interest and fiscal charges	671,617	749,574	-	-	671,617	749,574
Water and sewer	-	-	13,695,300	13,263,563	13,695,300	13,263,563
Solid waste	-	-	4,077,816	3,758,469	4,077,816	3,758,469
Sports facility	-	-	1,575,225	1,413,186	1,575,225	1,413,186
Total expenses	35,612,895	34,669,852	19,348,341	18,435,218	54,961,236	53,105,070
Increase (decrease) in net position before transfers	6,594,189	4,366,714	4,855,905	4,455,804	11,450,094	8,822,518
Transfers	2,810,100	2,632,520	(2,183,665)	(2,632,520)	626,435	-
Increase (decrease) in net position	9,404,289	6,999,234	2,672,240	1,823,284	12,076,529	8,822,518
Net position—beginning	76,868,950	71,603,516	59,602,120	57,778,836	138,204,870	129,382,352
Net position—ending	\$ 86,273,239	\$ 78,602,750	\$ 62,274,360	\$ 59,602,120	\$ 150,281,399	\$ 138,204,870

Financial Analysis of the City's Funds

Governmental funds including General Fund budgetary highlights. The focus of the City of Duncanville's governmental funds is to provide information on the near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$46.8 million. Approximately 36.4% of this total amount constitutes unassigned fund balance which is available for any public purpose. Approximately 6.4% of fund balance has been assigned by City management for one-time projects. The total restricted fund balance of \$26.8 million is 57.2% of the total fund balance and is constrained by creditors, grantors, contributors or laws or regulations. Fund balance for all governmental funds increased by \$2.2 million over the previous fiscal year.

General Fund revenues, not including transfers, were adopted at \$32 million. Actual revenues were \$33.6 million, a difference of \$1.3 million. General Fund expenses were adopted at \$36.8 million. Actual expenses were \$33.1 million, a difference of \$3.2 million less. This resulted in a \$2 million increase to the fund balance. The City's financial policy is to maintain a fund balance in the General Fund equal to 60 days of expenditures, approximately 15-20%, however the City has opted to target a 75-day fund balance. Fiscal Year 2022 ended with a fund balance of 187 days, approximately 51% of expenditures.

The Debt Service fund balance decreased by \$152 thousand. The Bond Capital Projects fund balance decreased by \$6.8 million as street and fire station projects began.

Proprietary funds. The City's proprietary fund statements provide detail 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.

The City has an "inverted block" rate structure, which was meant to be revenue neutral based on same consumption. The Utility proprietary fund net position increased \$2.7 million. There were no water and sewer rate increases enacted in fiscal year 2022. The Solid Waste fund net position decreased by \$272.9 thousand during this fiscal year. The Fieldhouse Sports Facility ended fiscal year 2022 with an increase in net position of \$279 thousand.

Pensions and Retiree Healthcare

Governmental Accounting Standards Board (GASB) Statement No. 68, "Accounting and Financial Reporting for Pensions" created specific reporting requirements for pensions that are different than that used for funding purposes. Both valuations are important as the reporting valuation provides a rigorous standard measure that can be used to compare the City's pension liabilities (assets) to other governments from around the nation. The funding valuation is important as the actuarial methods used including strategies for repaying any unfunded actuarial accrued liabilities combined with the City's history of making those contributions provides insights regarding the City's commitment to and the effectiveness of its funding strategy. Information contained in the financial

statements themselves including the first schedule of Required Supplementary Information (RSI), Schedule of Changes in Net Pension Liability (Assets) and Related Ratios, is based on the reporting valuation. The second schedule in the RSI, Schedule of Contributions, is based on the funding valuation. On a reporting basis, the City's financial statements reflect a Net Pension Asset as of September 30, 2022, of \$10.1 million. The City's plan fiduciary net position is 108.39% of the total pension asset.

The retiree healthcare liability has been calculated in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, to be \$2.5 million as of September 30, 2022, a decrease of \$112 thousand from the previous fiscal year.

Capital Assets

Governmental Accounting Standards Board (GASB) Statement No. 34 requires governments to report all capital assets in the Government-Wide Statement of Net Position. All infrastructure assets have been inventoried and reported in previous fiscal years.

At the end of fiscal year 2022, the City had \$104.1 million in a broad range of capital assets, including streets and public infrastructure, water and sewer lines, buildings, park and recreation facilities, and police and fire equipment. This amount represents a net increase of \$1.3 million which is 1.2% more than the capital assets for the prior fiscal year.

City of Duncanville's Capital Assets (Net of Depreciation, in Thousands)						
	Governmental		Business-Type		Totals	
	Activities		Activities			
	2022	2021	2022	2021	2022	2021
Land	\$ 21,140	\$ 21,140	\$ 568	\$ 568	\$ 21,708	\$ 21,708
Construction in progress	4,443	2,034	5,699	3,857	10,142	5,891
Buildings	6,827	7,109	7,298	7,711	14,125	14,820
Infrastructure	13,478	14,570	30,212	30,209	43,690	44,779
Improvements	5,359	5,555	1,306	1,344	6,665	6,899
Equipment	4,563	5,215	912	1,128	5,475	6,343
Water rights	-	-	2,304	2,401	2,304	2,401
Totals	<u>\$ 55,810</u>	<u>\$ 55,623</u>	<u>\$ 48,299</u>	<u>\$ 47,218</u>	<u>\$ 104,109</u>	<u>\$ 102,841</u>

Capital asset events during the current fiscal year include the following:

- Water and Wastewater (business-type activities) capital projects in progress additions include: \$1.8 million including Danieldale Road and Danieldale Ground Storage Tank Rehabilitation.
- Vehicle and equipment replacements were made totaling \$197,224 out of the Fleet Replacement fund. The new additions include one police vehicle, Fire Marshal truck, and one heavy duty equipment item.

- More detailed information about the City's capital assets can be found in Note 5 to the financial statements.

Following is a list of Public Work's major CIP projects completed during FY 22:

- Stormwater Pipe Replacement at Meadowcreek Drive: \$341,021
- Green Tree Lane Water and Wastewater Improvements: \$1,105,374

Debt Administration

- At year-end, the City had \$20.5 million in bonded debt outstanding. The entire amount is comprised of bonded debt backed by full faith and credit of the City.

City of Duncanville's Outstanding Debt						
General Obligation Bonds and Certificates of Obligation (in Thousands)						
	Governmental		Business-Type			
	Activities		Activities		Totals	
	2022	2021	2022	2021	2022	2021
General Obligation bonds	\$ 18,920	\$ 19,678	\$ 1,540	\$ 2,025	\$ 20,460	\$ 21,703
Totals	\$ 18,920	\$ 19,678	\$ 1,540	\$ 2,025	\$ 20,460	\$ 21,703

The City's general obligation bonds have been assigned the rating of "AA" by the Standard & Poor's Ratings. Additionally, information on the City's long-term bonded debt can be found in Note 8 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 2022-2023 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 14% on the tax roll for 2022-2023 from the previous fiscal year.
- The second factor in determining ad valorem tax revenue is the tax rate set by City Council. For 2022-2023 fiscal year budget, the City tax rate decreased by \$.04954 (7.08%), reducing the tax rate to \$0.650460 per \$100 of assessed valuation.
- As of September 30, 2022, sales tax revenues realized an 8.96% increase from the previous year actuals. An upward trend is expected to continue into 2022-2023, however not at the same pace. Factors such as inflation and pandemic recovery attributed to large increases in

the prior two fiscal years and have smoothed out. Sales tax revenue was projected to slightly increase for the 2022-2023 fiscal year adopted budget.

- Water, sewer, and garbage collection rates are projected to increase. Dallas Water Utilizes (wholesale water purchases), Trinity River Authority (Wastewater Treatment), Republic for garbage collection continue to pass increases to the City. The City will be engaging in a Water and Sewer Rate study for recommended rates to water and sewer.
- Funding of \$25,554,648 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.

Fiscal year 2022 ended with an unassigned fund balance in the general fund of \$17 million, available for spending in the 2022-2023 fiscal year.

Contacting the City's Financial Management

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 any additional information, contact the Fiscal Services Department, at:

City of Duncanville
ATTN: Richard Jackson, Managing Director of Fiscal Services/CFO
PO Box 380280
Duncanville, TX 75138-0280
Phone: 972-780-5005
Richard.jackson@duncanvilletx.gov



This page intentionally left blank.

**CITY OF DUNCANVILLE, TEXAS
GOVERNMENT-WIDE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

	Primary Government			
	Governmental	Business-type		Component
ASSETS	Activities	Activities	Total	Unit
Cash and investments	\$ 58,125,424	\$ 15,212,810	\$ 73,338,234	\$ 4,374,943
Receivables (net of allowance for uncollectibles)	3,469,473	3,195,808	6,665,281	500,374
Accrued interest and other	4,595	69,447	74,042	350
Prepaid items	28,988	1,713	30,701	-
Restricted cash and investments	-	448	448	-
Internal balances	3,385,384	44,611	3,429,995	-
Investment in joint ventures	841,837	-	841,837	-
Net pension asset	1,938,120	216,653	2,154,773	506,574
Capital assets:				
Nondepreciable	25,583,006	6,266,812	31,849,818	219,637
Depreciable- net of accumulated depreciation	30,226,668	42,031,517	72,258,185	826,089
Total Assets	123,603,495	67,039,819	190,643,314	6,427,967
DEFERRED OUTFLOWS OF RESOURCES				
Deferred loss on bond refunding	-	6,821	6,821	-
Pension related deferred outflows	927,862	(245,870)	681,992	-
OPEB related deferred outflows	1,392,848	169,989	1,562,837	-
Total deferred outflows of resources	2,320,710	(69,060)	2,251,650	-
LIABILITIES				
Accounts payable	2,779,982	1,544,933	4,324,915	39,411
Contracts payable	-	40,805	40,805	-
Accrued liabilities	546,966	152,462	699,428	10,210
Accrued interest payable	6,264	-	6,264	-
Due to primary government	-	-	-	-
Unearned revenue	7,883,983	170,409	8,054,392	-
Customer performance and escrow deposits	36,802	735,365	772,167	-
Investment in joint ventures	-	-	-	-
Noncurrent liabilities				
Due within one year:				
Loan payable	-	-	-	-
Bonds and certificates of obligation payable	795,000	495,000	1,290,000	-
Compensated absences	248,793	7,890	256,683	-
Due in more than one year:				
Loan payable	-	-	-	-
Bonds and certificates of obligation payable	18,325,599	1,093,775	19,419,374	-
Compensated absences	3,305,391	97,379	3,402,770	-
Pension liability	(3,759)	(21,965)	(25,724)	-
Other postemployment benefits	2,020,437	276,600	2,297,037	-
Total Liabilities	35,945,458	4,592,653	40,538,111	49,621
DEFERRED INFLOWS OF RESOURCES				
Pension related deferred inflows pension	3,104,672	103,746	3,208,418	-
OPEB related deferred inflows	600,836	-	600,836	-
Total deferred inflows of resources	3,705,508	103,746	3,809,254	-
NET POSITION				
Net investment in capital assets	54,493,709	46,768,084	101,261,793	1,045,728
Restricted for:				
Capital projects	2,508,945	-	2,508,945	-
Public safety	616,030	-	616,030	-
Other purposes	3,846,481	-	3,846,481	-
Debt service	1,261,895	-	1,261,895	-
Unrestricted	23,546,179	15,506,276	39,052,455	5,332,618
Total Net Position	\$ 86,273,239	\$ 62,274,360	\$ 148,547,599	\$ 6,378,346

CITY OF DUNCANVILLE
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
SEPTEMBER 30, 2022

PROGRAM ACTIVITIES	Expenses	Program Revenues		
		Fees, Fines and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental activities:				
General government	\$ 5,356,747	\$ 249,823	\$ 209,520	\$ -
Finance	1,196,680	-	-	-
Parks and recreation	2,817,095	243,317	3,801	-
Police	11,872,410	479,897	319,658	-
Public works	7,497,327	1,383,343	2,363,391	-
Fire	6,864,129	1,071,428	46,946	972,375
Neighborhood and planning	1,070,690	-	-	-
Interest and fiscal charges	671,617	-	-	-
Total governmental activities	37,346,695	3,427,808	2,943,316	972,375
Business-type activities:				
Water	6,508,111	9,154,562	-	-
Sewer	7,187,189	9,589,679	-	-
Solid waste	4,077,816	4,147,161	-	-
Sports facility	1,575,225	1,296,301	-	-
Total business-type activities	19,348,341	24,187,703	-	-
Total primary government	\$ 56,695,036	\$ 27,615,511	\$ 2,943,316	\$ 972,375
Component unit:				
DCEDC	\$ 3,404,065	\$ -	\$ -	\$ -

General revenues:

Taxes:

Ad valorem
Sales
Franchise
Mixed beverage
Hotel occupancy
Gain on disposal
Self Insurance OI
Capital Replacement OI
Info Tech OI
Earnings on investments
Miscellaneous
Transfers

Total general revenues and transfers

Change in net position

Net position - beginning

Net position - ending

<u>Net (Expense) Revenue and Changes in Net Position</u>			
<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>	<u>Component Unit</u>
\$ (4,897,404)	\$ -	\$ (4,897,404)	
(1,196,680)	-	(1,196,680)	
(2,569,977)	-	(2,569,977)	
(11,072,855)	-	(11,072,855)	
(3,750,593)	-	(3,750,593)	
(4,773,380)	-	(4,773,380)	
(1,070,690)	-	(1,070,690)	
(671,617)	-	(671,617)	
<u>(30,003,196)</u>	<u>-</u>	<u>(30,003,196)</u>	
-	2,646,451	2,646,451	
-	2,402,490	2,402,490	
-	69,345	69,345	
-	(278,924)	(278,924)	
-	4,839,362	4,839,362	
<u>(30,003,196)</u>	<u>4,839,362</u>	<u>(25,163,834)</u>	
			<u>(3,404,065)</u>
19,917,548	-	19,917,548	-
9,617,539	-	9,617,539	3,163,839
1,857,149	-	1,857,149	-
144,962	-	144,962	-
843,213	-	843,213	-
(7,594)	-	(7,594)	-
(84,647)	-	(84,647)	-
(436,652)	-	(436,652)	-
(294)	-	(294)	-
247,887	16,543	264,430	(1,180)
2,764,474	-	2,764,474	473,201
<u>2,810,100</u>	<u>(2,183,665)</u>	<u>626,435</u>	<u>-</u>
<u>37,673,685</u>	<u>(2,167,122)</u>	<u>35,506,563</u>	<u>3,635,860</u>
7,670,489	2,672,240	10,342,729	231,795
78,602,750	59,602,120	138,204,870	6,146,551
<u>\$ 86,273,239</u>	<u>\$ 62,274,360</u>	<u>\$ 148,547,599</u>	<u>\$ 6,378,346</u>

Page 43 of 145

CITY OF DUNCANVILLE, TEXAS
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2022

	General	Debt Service	Bond Capital Projects	Other Governmental Funds	Total Governmental Funds
ASSETS					
Cash and investments	\$ 19,811,060	\$ 1,231,254	\$ 13,309,676	\$ 20,366,525	\$ 54,718,515
Receivables -					
Property taxes (net of allowance)	352,981	30,641	-	-	383,622
Trade accounts (net of allowance)	316,314	-	-	67,693	384,007
Other taxes	10,406	-	-	-	10,406
Assessments	-	-	-	51,015	51,015
Intergovernmental	-	-	-	-	-
Accrued interest and other	4,595	-	-	-	4,595
Prepaid items	2,285,255	-	-	364,120	2,649,375
Due from other funds	186,325	-	-	58,483	244,808
Total assets	\$ 22,966,936	\$ 1,261,895	\$ 13,309,676	\$ 20,907,836	\$ 58,446,343
LIABILITIES					
Accounts payable	\$ 2,197,062	\$ -	\$ 371,880	\$ 174,633	\$ 2,743,575
Customer performance and escrow deposits	36,802	-	-	-	36,802
Accrued liabilities	407,895	-	-	5,937	413,832
Due to other funds	-	-	-	186,325	186,325
Unearned revenue	20,414	-	-	7,805,080	7,825,494
Total liabilities	2,662,173	-	371,880	8,171,975	11,206,028
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue	333,014	28,606	-	51,015	412,635
Total deferred inflows of resources	333,014	28,606	-	51,015	412,635
FUND BALANCES					
Nonspendable:					
Prepaid items	-	-	-	-	-
Restricted for:					
Debt service	-	1,233,289	-	-	1,233,289
Community redevelopment	-	-	-	411,997	411,997
Promotion of tourism, convention and hotel industry	-	-	-	3,336,430	3,336,430
Maintenance and construction of drainage projects	-	-	-	1,598,060	1,598,060
Public safety, cultural and recreational services	-	-	-	573,757	573,757
Court technology and security	-	-	-	97,684	97,684
Juvenile case management	-	-	-	75,718	75,718
Public safety and criminal investigations	-	-	-	389,119	389,119
Park construction	-	-	-	5,241,043	5,241,043
Capital improvements	-	-	12,937,796	894,876	13,832,672
Assigned:					
One-time projects	3,007,977	-	-	-	3,007,977
Unassigned	16,963,772	-	-	66,162	17,029,934
Total fund balances	19,971,749	1,233,289	12,937,796	12,684,846	46,827,680
Total liabilities, deferred inflows of resources and fund balances	\$ 22,966,936	\$ 1,261,895	\$ 13,309,676	\$ 20,907,836	\$ 58,446,343

**CITY OF DUNCANVILLE, TEXAS
RECONCILIATION OF THE BALANCE SHEET
OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

TOTAL FUND BALANCE- GOVERNMENTAL FUNDS	\$ 46,827,680
---	----------------------

Amounts reported for governmental activities in the statement of net position are different because:

Internal service funds are used by management to charge the cost of certain activities, such as health, liability and workers compensation insurance to individual funds. The assets and liabilities of internal service funds are included in governmental activities in the government-wide statement of net position excluding an internal balance of \$103,094.	5,615,037
Net pension assets in governmental activities are not current financial resources and therefore not reported in the governmental funds balance sheet.	1,938,120
Investments in joint ventures represent a financial asset not reported in governmental funds.	841,837
Capital assets used in governmental activities are not current financial resources and therefore not reported in the governmental funds balance sheet, (excluding internal service funds assets of \$2,461,986).	53,347,688
Deferred outflows of resources are not reported in the governmental funds:	
Pension related deferred outflows	927,862
OPEB related deferred outflows	<u>1,392,848</u>
	2,320,710
Revenue earned but not available within sixty days of the year end are not recognized as revenue in the fund financial statements.	412,635
Interest payable on long-term debt does not require current financial resources. Therefore, interest payable is not reported as a liability in the governmental funds balance sheet.	(6,264)
Prior year adjustment to reflect consolidation of internal fund activities in the governmental funds	3,376,524
Long term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds balance sheet.	
General obligation bonds payable	(19,120,599)
Loan payable	-
Compensated absences	(3,554,184)
Other post employment benefits	<u>(2,020,437)</u>
	(24,695,220)
Deferred inflows of resources are not reported in the governmental funds:	
Pension related deferred inflows	(3,104,672)
OPEB related deferred inflows	<u>(600,836)</u>
NET POSITION OF GOVERNMENTAL ACTIVITIES	\$ <u>86,273,239</u>

**CITY OF DUNCANVILLE, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30,2022**

	General	Debt Service	Bond Capital Projects	Other Governmental Funds	Total Governmental Funds
REVENUES					
Taxes:					
Ad valorem	\$ 18,615,957	\$ 1,330,070	\$ -	\$ -	\$ 19,946,027
Sales	9,617,539	-	-	-	9,617,539
Franchise	1,857,149	-	-	-	1,857,149
Mixed beverage	144,962	-	-	-	144,962
Hotel	-	-	-	843,213	843,213
Licenses, permits and fees	1,730,397	-	-	789,946	2,520,343
Fines and forfeitures	306,998	-	-	244,229	551,227
Recreational fees	243,317	-	-	-	243,317
Intergovernmental	173,021	-	-	2,553,571	2,726,592
Investment income	153,562	-	81,168	11,084	245,814
Rental and other	740,839	-	-	79,264	820,103
Gifts and contributions	864	-	-	3,317	4,181
Total revenues	33,584,605	1,330,070	81,168	4,524,624	39,520,467
EXPENDITURES					
Current:					
General government	3,657,887	-	-	183,165	3,841,052
Finance	1,229,679	-	-	25,571	1,255,250
Parks and recreation	2,706,005	-	-	122,949	2,828,954
Police	10,078,609	-	-	1,647,132	11,725,741
Public works	6,211,194	-	-	247,794	6,458,988
Fire	7,266,588	-	3,948	3,365	7,273,901
Non-departmental	843,316	-	-	-	843,316
Neighborhood and Planning	1,070,690	-	-	-	1,070,690
Debt Service:					
Principal retirement	-	755,000	-	-	755,000
Interest and fiscal charges	-	727,256	-	-	727,256
Capital outlay:					
General government	232,883	-	-	-	232,883
Parks and recreation	60,661	-	-	-	60,661
Police	2,512	-	-	701,116	703,628
Public works	66,735	-	1,177,590	418,034	1,662,359
Fire	-	-	533,382	-	533,382
Non-departmental	38,375	-	-	-	38,375
Total expenditures	33,465,134	1,482,256	1,714,920	3,349,126	40,011,436
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	119,471	(152,186)	(1,633,752)	1,175,498	(490,969)
OTHER FINANCING SOURCES (USES)					
Transfers in	3,851,192	-	-	6,289,439	10,140,631
Transfers out	(1,953,080)	-	(5,200,000)	(298,614)	(7,451,694)
Total other financing sources (uses)	1,898,112	-	(5,200,000)	5,990,825	2,688,937
Net change in fund balances	2,017,583	(152,186)	(6,833,752)	7,166,323	2,197,968
Fund balances, beginning of year	17,954,166	1,385,475	19,771,548	5,518,523	44,629,712
Fund balances, end of year	<u>\$ 19,971,749</u>	<u>\$ 1,233,289</u>	<u>\$ 12,937,796</u>	<u>\$ 12,684,846</u>	<u>\$ 46,827,680</u>

**CITY OF DUNCANVILLE, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
SEPTEMBER 30, 2022**

NET CHANGE IN FUND BALANCES- TOTAL GOVERNMENTAL FUNDS **\$ 2,197,968**

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlay as expenditures. However, in the government-wide statement of activities the cost of those assets is allocated over their estimated useful lives as depreciation expense, (excluding internal service capital additions of \$995,648). 3,231,288

Governmental funds do not recognize capital assets donated. However, in the statement of activities the fair value of those assets are recognized as revenue, then allocated over their estimated useful lives and reported as depreciation expense. -

The net change in equity of the joint venture is not reported at the fund level; however, it is reported at the government-wide level. 203,929

Depreciation expense on capital assets is reported in the government-wide statement of activities and changes in net position, but it does require the use of current financial resources. Therefore, depreciation expense is not reported as an expenditure in governmental funds. (2,898,909)

Current year long-term debt principal payments on contractual obligations, bonds payable, and capital leases are expenditures in the fund financial statements but are shown as reductions in long-term debt in the government-wide financial statements. 755,000

Current year changes in the long term liability for compensated absences do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds. (77,061)

Certain revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. 3,359,898

Current year changes in the long term liability for OPEB does not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds. 420,262

Internal service funds are used by management 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, (including adjustment of \$109,803 allocated to business type activities). 288,655

Net pension costs are recognized in the governmental funds when paid are due for items not normally paid with available financial resources. However, the Statement of Activities is presented on a accrual basis and expenses reported when incurred. (21,287)

Governmental funds report the effect of bond premiums when debt is first issued, whereas the amounts are amortized in the Statement of Activities. 123,806

Current year changes in accrued interest payable do not require the use of current financial resources, therefore, they are not reported as expenditures in governmental funds. 86,940

CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES **\$ 7,670,489**

CITY OF DUNCANVILLE, TEXAS

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE-BUDGET AND ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
REVENUES				
Taxes:				
Ad valorem	\$ 18,614,836	\$ 18,569,836	\$ 18,615,957	\$ 46,121
Sales	8,337,523	9,237,979	9,617,539	379,560
Franchise	1,710,000	1,739,000	1,857,149	118,149
Other	76,000	85,000	144,962	59,962
Licenses, permits and fees	1,398,500	1,428,850	1,730,397	301,547
Fines and forfeitures	473,000	313,500	306,998	(6,502)
Recreation fees	275,000	262,300	243,317	(18,983)
Intergovernmental	165,000	182,500	173,021	(9,479)
Investment income	150,000	69,000	153,562	84,562
Rental and other	394,880	477,800	740,839	263,039
Total revenues	31,594,739	32,365,765	33,583,741	1,217,976
EXPENDITURES				
Current:				
General government	3,543,116	3,761,431	3,657,887	103,544
Finance	1,219,175	1,243,139	1,229,679	13,460
Parks and recreation	3,120,437	3,251,288	2,706,005	545,283
Police	10,181,357	10,423,609	10,078,609	345,000
Public works	7,024,384	7,056,716	6,211,194	845,522
Fire	7,376,359	7,299,071	7,266,588	32,483
Non-departmental	526,558	586,956	843,316	(256,360)
Capital outlay:				
General government	205,000	220,000	232,883	(12,883)
Finance	-	-	-	-
Parks and recreation	2,244,003	1,986,948	60,661	1,926,287
Police	-	-	2,512	(2,512)
Public works	317,796	196,446	66,735	129,711
Non-departmental	-	-	38,375	(38,375)
Total expenditures	35,758,185	36,025,604	32,394,444	3,631,160
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(4,163,446)	(3,659,839)	1,189,297	4,849,136
OTHER FINANCING SOURCES (USES)				
Transfers in	3,851,194	3,851,194	3,851,192	(2)
Transfers out	(2,606,575)	(1,944,280)	(1,953,080)	(8,800)
Total other financing sources (uses)	1,244,619	1,906,914	1,898,112	(8,802)
Net change in fund balance	\$ (2,918,827)	\$ (1,752,925)	\$ 3,087,409	\$ 4,840,334
FUND BALANCE, beginning of year			17,954,166	
FUND BALANCE, end of year			\$ 21,041,575	

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2022

	Utility	Solid Waste	Fieldhouse Sports Facility	Total	Internal Service Funds
ASSETS					
Current assets:					
Cash and investments	\$ 14,377,431	\$ 354,979	\$ 480,400	\$ 15,212,810	\$ 3,477,778
Receivables-					
Customers (net of allowance)	1,174,081	229,004	-	1,403,085	-
Unbilled	1,471,638	321,085	-	1,792,723	-
Due from other funds	1,683,921	131,900	-	1,815,821	-
Accrued interest and other	-	-	69,447	69,447	-
Prepaid items	-	-	-	-	20,036
Total current assets	18,707,071	1,036,968	549,847	20,293,886	3,497,814
Non-current assets:					
Restricted cash-					
Customer deposits	448	-	-	448	-
Net pension asset	168,058	20,303	30,005	218,366	-
Capital assets-					
Land and construction-in-progress	5,788,376	-	478,436	6,266,812	-
Water rights, net	2,305,136	-	-	2,305,136	-
Buildings and improvements, net	4,390,270	-	4,212,888	8,603,158	-
Distribution lines and equipment, net	31,075,813	200	47,210	31,123,223	2,461,986
Total non-current assets	43,728,101	20,503	4,768,539	48,517,143	2,461,986
TOTAL ASSETS	62,435,172	1,057,471	5,318,386	68,811,029	5,959,800
DEFERRED OUTFLOWS OF RESOURCES					
Deferred loss on bond refunding	-	-	6,821	6,821	-
Pension related deferred outflows	(191,265)	(21,331)	(33,274)	(245,870)	-
OPEB related deferred outflows	123,095	29,309	17,585	169,989	-
Total deferred outflows of resources	(68,170)	7,978	(8,868)	(69,060)	-
LIABILITIES					
Current liabilities:					
Accounts payable	1,149,700	342,437	50,796	1,542,933	107,276
Contracts payable	40,805	-	-	40,805	-
Accrued liabilities	45,079	83,840	23,543	152,462	134,393
Due to other funds	190,383	-	1,683,921	1,874,304	-
Accrued interest payable	-	-	-	-	-
Unearned revenue	-	-	170,409	170,409	-
Bonds payable - current	-	-	495,000	495,000	-
Accrued compensated absences - current	-	-	-	-	-
Total current liabilities	1,425,967	426,277	2,423,669	4,275,913	241,669
Long-term Liabilities:					
Bonds payable	9,982	-	1,083,793	1,093,775	-
Accrued compensated absences	72,092	10,041	23,136	105,269	-
Other postemployment benefits liability	200,296	47,690	28,614	276,600	-
Pension liability	(19,280)	(398)	(2,287)	(21,965)	-
Payable from restricted assets					
Customer deposits	724,988	-	12,377	737,365	-
Total long-term liabilities	988,078	57,333	1,145,633	2,191,044	-
Total liabilities	2,414,045	483,610	3,569,302	6,466,957	241,669
DEFERRED INFLOWS OF RESOURCES					
Pension related deferred inflows	76,327	15,955	11,464	103,746	-
OPEB related deferred inflows	-	-	-	-	-
Total deferred inflows of resources	76,327	15,955	11,464	103,746	-
NET POSITION					
Net investment in capital assets	-	-	-	-	-
Unrestricted	59,876,630	565,884	1,728,752	62,171,266	5,718,131
TOTAL NET POSITION	\$ 59,876,630	\$ 565,884	\$ 1,728,752	\$ 62,171,266	\$ 5,718,131

Reconciliation to government-wide statement of net position:
Adjustment to reflect the consolidation of internal service funds
activities related to enterprise funds
Net position of business-type activities

103,094
\$ 62,274,360

**CITY OF DUNCANVILLE, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Utility	Solid Waste	Fieldhouse Sports Facility	Total	Internal Service Funds
OPERATING REVENUES					
Water	\$ 8,900,188	\$ -	\$ -	\$ 8,900,188	\$ -
Sewer	9,589,679	-	-	9,589,679	-
Solid waste	-	4,147,161	-	4,147,161	-
Sports facility	-	-	1,206,774	1,206,774	-
Penalties	83,930	-	-	83,930	-
Premiums, charges for services and other	170,444	-	89,527	259,971	1,610,560
Total operating revenues	18,744,241	4,147,161	1,296,301	24,187,703	1,610,560
OPERATING EXPENSES					
Water services	5,072,276	-	-	5,072,276	-
Sewer	5,432,280	-	-	5,432,280	-
Solid waste	-	4,077,790	-	4,077,790	-
Sports facility	-	-	1,232,575	1,232,575	-
Claims and provision	-	-	-	-	215,765
Equipment	257,197	-	-	257,197	60,581
Administrative and fiscal	1,413,387	-	-	1,413,387	336,534
Depreciation and amortization	1,563,342	26	296,319	1,859,687	832,261
Total operating expenses	13,738,482	4,077,816	1,528,894	19,345,192	1,445,141
OPERATING INCOME (LOSS)	5,005,759	69,345	(232,593)	4,842,511	165,419
NON-OPERATING REVENUES (EXPENSES)					
Intergovernmental	-	-	0	-	-
Investment income	16,543	0	-	16,543	2,073
Interest and fiscal charges	-	-	(46,331)	(46,331)	-
Miscellaneous	-	-	-	-	-
Total non-operating expenses	16,543	-	(46,331)	(29,788)	2,073
INCOME (LOSS) BEFORE TRANSFERS	5,022,302	69,345	(278,924)	4,812,723	167,492
Capital contributions	-	-	-	-	-
Transfers in	5,000,000	-	-	5,000,000	-
Transfers	(7,356,740)	(342,300)	-	(7,699,040)	121,163
CHANGES IN NET POSITION	2,665,562	(272,955)	(278,924)	2,113,683	288,655
TOTAL NET POSITION - BEGINNING	57,211,068	838,839	1,449,119		5,429,476
TOTAL NET POSITION - ENDING	\$ 59,876,630	\$ 565,884	\$ 1,170,195		\$ 5,718,131
Adjustment to reflect the consolidation of internal service funds activities related to enterprise funds				103,094	
Change in net position of business-type activities				<u>\$ 2,216,777</u>	

CITY OF DUNCANVILLE, TEXAS

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED SEPTEMBER 30, 2022

	Business-type Activities				Governmental Activities-
	Utility Fund	Solid Waste Fund	Fieldhouse Sports Facility	Total	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	\$ 18,646,206	\$ 4,171,836	\$ 1,298,630	\$ 24,116,672	\$ -
Receipts from insured	-	-	-	-	-
Payments to suppliers	(12,195,405)	(3,791,302)	(692,254)	(16,678,961)	(601,151)
Payments to employees	(2,028,806)	(222,116)	(507,302)	(2,758,224)	-
Internal activity - receipts from other funds	-	-	-	-	1,610,560
Other receipts	170,444	-	-	170,444	-
Net cash provided by operating activities	4,592,439	158,418	99,074	4,849,931	1,009,409
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Transfers out to other funds	(7,356,740)	(342,298)	-	(7,699,038)	-
Receipts from interfund borrowings	1,666,132	-	1,683,921	3,350,053	121,163
Payments for interfund borrowings	(1,683,921)	-	(1,666,132)	(3,350,053)	-
Other contributions	5,000,000	-	-	5,000,000	-
Net cash provided (used in) by noncapital financing activities	(2,374,529)	(342,298)	17,789	(2,699,038)	121,163
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition and construction of capital assets	(1,675,205)	-	(2)	(1,675,207)	(844,299)
Fixed asset and Depreciation variances balance should be zero	-	-	-	-	-
Other adjustments to capital assets	(84,395)	-	-	(84,395)	4,964
Bond proceeds	-	-	-	-	-
Principal paid on bond maturities	(9,982)	-	-	(9,982)	-
Interest paid on bond maturities	-	-	(108,073)	(108,073)	-
Net cash used in capital and related financing activities	(1,769,582)	-	(108,075)	(1,877,657)	(839,335)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest on investments	28,968	-	-	28,968	2,073
Net cash provided by investing activities	28,968	-	-	28,968	2,073
Net increase (decrease) in cash and cash equivalents	477,296	(183,880)	8,788	302,204	293,310
CASH AND INVESTMENTS, beginning of year	13,900,583	538,859	471,612	14,911,054	3,184,468
CASH AND INVESTMENTS, end of year	\$ 14,377,879	\$ 354,979	\$ 480,400	\$ 15,213,258	\$ 3,477,778
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:					
Operating income (loss)	\$ 5,005,759	\$ 69,345	\$ (232,593)	\$ 4,842,511	\$ 165,419
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation	298,832	26	296,319	595,177	832,261
Amortization of water rights	96,047	-	-	96,047	-
Change in assets and liabilities:					
Accounts receivable	163,894	24,675	2,329	190,898	-
Due from other funds	-	-	-	-	-
Accrued compensated absences	(7,399)	1,995	2,141	(3,263)	-
Other postemployment benefits liability	(19,280)	3	-	(19,277)	-
Pension asset	17,567	-	2,288	19,855	-
Deferred outflows and inflows	(2)	-	4,678	4,676	-
Prepaid items	-	-	-	-	-
Accounts payable and accrued liabilities	(871,494)	62,374	23,912	(785,208)	11,729
Customer deposits	(91,485)	-	-	(91,485)	-
Total adjustments	(413,320)	89,073	331,667	7,420	843,990
Net cash provided by operating activities	\$ 4,592,439	\$ 158,418	\$ 99,074	\$ 4,849,931	\$ 1,009,409
RECONCILIATION OF TOTAL CASH TO THE STATEMENT OF NET POSITION					
Unrestricted cash and investments	\$ 14,377,431	\$ 354,979	\$ 480,400	\$ 15,212,810	\$ 3,477,778
Restricted cash	448	-	-	448	-
Total cash and investments	\$ 14,377,879	\$ 354,979	\$ 480,400	\$ 15,213,258	\$ 3,477,778



This page intentionally left blank.

Notes to the Financial Statements

Index

Note	
1	Summary of Significant Account Policies43
2	Deposits and Investments51
3	Ad Valorem Taxes52
4	Receivables53
5	Capital Assets54
6	Interfund Balances and Transfers57
7	Budgetary Compliance58
8	Long-Term Debt58
9	Defined Benefit Pension Plan61
10	Regional Systems for Water Supply and Wastewater Treatment66
11	Self-insurance67
12	Postemployment Benefits67
13	Contingent Liabilities71
14	Regional Dispatch Center71
15	Regional Animal Shelter72
16	Main Station Property72
17	Tax Abatements72
18	Commitments72

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES & NEW GASB PRONOUNCEMENTS

The City of Duncanville, Texas (the "City") was incorporated on August 2, 1947. It has been 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 and provides the following services as authorized by its charter: community services, police, fire and public works.

The financial statements of the City have been prepared to conform to accounting principles generally accepted in the United States of America ("GAAP") as applicable to state and local governments. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant accounting and reporting policies and practices used by the City are described below:

Reporting Entity—The City is a municipal corporation governed by an elected mayor and six-member Council. Five Council Members are elected from single-member districts with the Mayor and one Council Member elected at large. As required by GAAP, these financial statements present information about the City (the primary 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.

Government-Wide Financial Statements—Government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the reporting entity. 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.

The statement of net position presents information on all the City's assets, deferred outflows (inflows) and liabilities, with the difference 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.

Page 55 of 145
As a general rule, the effect of inter-fund activity has been eliminated from the government-

wide financial statements. Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

The statement of activities presents information showing how the City's net position changed during the fiscal year. This statement also demonstrates the degree to which the direct expenses of a given activity are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or activity. 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 activity and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported as general revenues.

Fund Financial Statements—Fund financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All non-major funds are aggregated and presented in a single column. 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 of Duncanville, like other local governments, uses fund accounting to aid financial management and demonstrate legal compliance.

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 fifteen 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, and Bond Capital Projects which are all considered to be major funds. A budgetary comparison statement has also been provided for the General fund. 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.

Measurement Focus and Basis of Accounting—Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund 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 imposed by the provider have been met. With the economic resources measurement focus, all assets and liabilities (whether current or non-current) are reported on the statement of net position.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the fiscal year-end, except investment income which is recorded as earned. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, accrued interest on long-term debt, and expenditures related to compensated absences are recorded only when payment is due.

Revenues susceptible to accrual in governmental funds include ad valorem taxes, franchise taxes, sales taxes, interest earned, certain charges for services and intergovernmental revenues, if such revenues are both measurable and available as previously defined. Licenses, permits and municipal court fines are recognized when payment is received. The deferred inflows account is utilized in governmental funds to record earned amounts which are unavailable to liquidate liabilities of the current period (i.e., not collectible within 60 days).

Proprietary funds distinguish operating revenues and expenses from non-operating 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 water, sewer and other proprietary operations are charges to customers for sales and services. Operating expenses for the enterprise funds and internal service funds include cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The City of Duncanville reports the following major governmental funds:

- The General fund is the primary operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.
- The Debt Service fund accounts for the accumulation of resources for, and the payment of, general long-term debt principal and interest. Resources for this fund are generated by a tax levy based upon property values. Payments for principal and interest are made from this fund for general obligation bonds, certificates of obligation bonds, and contractual obligation debt when due throughout the year.
- The Bond Capital Projects fund is a capital project fund to account for the projects in parks and recreation, streets and sidewalks, and municipal buildings improvements funded by bond proceeds.

The City of Duncanville reports the following major proprietary funds:

- The Utility enterprise fund is used to account for the rendering of water and sewer services to the residents and businesses of the City.
- The Solid Waste enterprise fund is used to account for the rendering of sanitation services to the residents and businesses of the City.

- The Fieldhouse Sports Facility enterprise fund is used to account for the rendering of sporting league, tournament, and event services for the residents and non-residents.

All proprietary fund activities necessary to provide such services are accounted for in each individual fund, including administration, operation, maintenance, debt service, and billing and collection.

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."

Restricted Assets—Certain cash and investment balances are restricted by various legal and contractual obligations. The Utility Fund is used to report those proceeds of revenue bond issuances that are restricted for use in construction. Also included in the Utility enterprise fund are customer deposits received for water and wastewater service, which are, by law, considered restricted assets.

Inter-fund Receivables and Payables—Short-term amounts owed between funds are classified as "Due to/from other funds" in the fund financial statements. On the government-wide statement of net position, payables and receivables within governmental and business-type activities are eliminated and balances between these activities are reported on a single line entitled "internal balances".

Prepaid Items—Payments made to vendors for services that will benefit periods beyond September 30, 2022, are recorded as prepaid items in both the government-wide and fund financial statements. Prepaid items are accounted for on the consumption basis in governmental funds.

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 are valued at acquisition cost, which is the price that would be paid to acquire an asset with equivalent service potential at the donation date. 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 assets lives are not capitalized. Interest has not been capitalized for business- type activity assets during the construction period as such amounts are not material.

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:

Buildings	25 to 50 years
Infrastructure/improvements	7 to 50 years
Equipment	2 to 20 years
Water rights	50 years

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, 2021 is accrued based on past claims experience.

Accrued Compensated Absences—Full-time city employees earn sick leave at a rate of 8.00 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
4 yrs of continuous employment	10.0 hours per month	Maximum 240 hours
9 yrs of continuous employment	13.32 hours per month	Maximum 320 hours

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 day's 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, in accordance with GASB Statement No. 16, Accounting for Compensated Absences. 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.

Long-Term Debt—In the government-wide financial statements and the fund level proprietary 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 other financing uses.

Pensions—For purposes of measuring the net pension liability (asset), pension related deferred outflows and inflows of resources, and pension expense, City specific information about its Fiduciary Net Position in 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. Benefit payments and refunds are recognized when due and payable in accordance with the benefit 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, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions.

Post-Employment Benefits Other Than Pensions (OPEB)—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 from a report prepared by a consulting actuary, Gabriel Roeder Smith & Company.

Deferred Outflows/Inflows of Resources—In addition to assets, the statement of financial position and/or balance sheet 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 position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category.

- Deferred charges on refundings – A 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.
- Pension and OPEB contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five year period.
- Changes in actuarial assumptions used to determine pension and OPEB liabilities – This difference is deferred and amortized over the estimated average remaining lives of all members determined as of the measurement date.

- The difference in expected and actual pension and OPEB experience is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position and/or balance sheet 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 position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two types of items that qualify for reporting in this category.

- The first type arises only under the modified accrual basis of accounting. Accordingly, the item (unavailable revenue), is 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.
- The difference in expected and actual pension experience is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

Fund Equity—The City has adopted GASB Statement No. 54, Fund Balance Reporting and Government Fund Type Definitions, to enhance the usefulness of fund balance information by providing clearer fund balance classifications and clarification of existing government fund type definitions. The fund balance classifications under GASB No. 54 are Nonspendable, Restricted, Committed, Assigned, and Unassigned.

Nonspendable fund balance represents fund balance that is (a) not in a spendable form such as prepaid items or (b) legally or contractually required to be maintained intact such as an endowment.

Restricted fund balance consists of amounts that can be spent only on the specific purposes stipulated by law or by the external providers of those resources.

Committed fund balances are self-imposed limitations set in place prior to the end of the fiscal period used only for the specific purposes determined and approved by formal action (resolution) of the City Council majority vote, which is the highest level of decision-making authority for the City. The same level of action is required to modify or rescind a fund balance commitment.

Assigned fund balance consists of amounts that are subject to a purpose constraint that represents an intended use established by the City Council, the City Manager or Finance Director by fund balance policy.

Unassigned fund balance represents the residual classification of fund balance and includes all spendable amounts not contained within the other classifications. The general fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance; however, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance for that fund.

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.

Additionally, the implementation of GASB No. 54 required the City to evaluate the classification of Special Revenue Funds. In accordance with GASB No. 54, Special Revenue Funds are used only to account for specific revenue sources that are externally restricted or committed by the government's highest level of decision making authority for specific purposes other than debt service or capital projects.

Net Position—Net position represents the difference between assets, deferred outflows (inflows) and liabilities. 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, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on the use either through the enabling legislations 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.

New Accounting Standards/Pronouncements-

The GASB has issued the following potentially significant statements which the City has not yet adopted and which require adoption subsequent to September 30, 2022.

No. GASB Statement	Adoption Required
94 Public-Private and Public-Public Partnerships and Availability Arrangements	September 30, 2023
96 Subscription-Based Information Technology Arrangements	September 30, 2023
99 Omnibus 2022	September 30, 2024
100 Accounting Changes and Error Corrections	September 30, 2024
101 Compensated Absences	September 30, 2025

2. DEPOSITS AND INVESTMENTS

DEPOSITS: The City maintains a cash and investment pool that combines cash of the various funds to maximize investment opportunities. State statutes require that all deposits in financial institutions be insured by the FDIC or fully collateralized per the Public Funds Collateral Act. The City holds collateral limited to U. S. government obligations or obligations of the state of Texas and its agencies that have a fair value of not less than 102% of the principal amount of the deposits. The City's demand deposits were fully collateralized on September 30, 2022, in full compliance with state statute and City policy. At year-end, the reconciled balance of the City's cash was \$33.7 million. The combined bank balances of the City were \$33.9 million. Of the bank balance, \$250,000 was covered by Federal Depository Insurance and the remainder by covered by collateral held by the Federal Reserve Bank in the City's name under a joint safekeeping agreement with Wells Fargo Bank, N.A.

INVESTMENTS: 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.

The City's investments as of September 30, 2022, are as follows:

	9/30/2022	Percent of Total Portfolio	Weighted Average Maturity (Days)
Primary Government			
Money Market Funds	\$ 30,176,875	69.15%	0.69
Investment pools measured at net asset value per share			
LOGIC (AAA/MR1+)	955,375	2.19%	0.02
Texpool (AAAm)	2,799	0.01%	0
Certificates of deposit measured at amortized cost	12,505,086	28.66%	76.4
Total primary government investments	\$ 43,640,135		77.1
DCEDC			
Investment pools measured at net asset value per share			
LOGIC (AAA/MR1+)	775,378	99.71%	0.99
Texpool (AAAm)	2,272	0.29%	0.01
Total DCEDC investments	\$ 777,650		1

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.

CREDIT RISK: The Public Funds Investment Act (PFIA) governs investment strategies and policies, training for investment officers, reporting requirements and types of investments allowed. The City has adopted an investment policy in compliance with PFIA.

State statutes, city bond ordinances and city resolutions authorize the City's investments. Such investments include: (1) obligations of the United States or its agencies; (2) direct obligations of the State of Texas or its agencies; (3) other obligations, the principal on which are unconditionally guaranteed by the State of Texas or the United States or their respective agencies; (4) collateralized certificates of deposit; (5) eligible local government investment pools which are continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service and; (6) repurchase agreements, reverse repurchase agreements, bankers acceptances, and commercial paper to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests.

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.

3. 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 the estimated market value. The assessed value for the tax roll of January 1, 2021, upon which the 2022 fiscal year levy was based, was \$2,805,877,345.

Taxes are due on October 1, immediately following the January 1 lien date and are delinquent after the following January 31. Penalty and interest is 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, 2022, were 98.57% 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 voter-approval rate exceeds, excluding the debt portion of the rate and new improvements, the rate for the previous year by more than 3.5%, and election of the voters would be required.

Page 64 of 145

4. RECEIVABLES

Receivables on September 30, 2022, for the government's individual major, non-major and internal service funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	General	Debt Service	Nonmajor Governmental	Utility Fund	Solid Waste Fund	Total
Receivables						
Accounts	\$ 580,897	\$ -	\$ 111,122	\$ 3,557,732	\$ 711,973	\$ 4,961,724
Ad valorem taxes	800,483	240,360	-	-	-	1,040,843
Other taxes	10,406	-	-	-	-	10,406
Assessments	-	-	51,015	-	-	51,015
Intergovernmental	-	-	-	-	-	-
Gross receivables	1,391,786	240,360	162,137	3,557,732	711,973	6,063,988
Less allowance for uncollectibles	(712,085)	(209,719)	(43,429)	(912,013)	(161,884)	(2,039,130)
Net total receivables	\$ 679,701	\$ 30,641	\$ 118,708	\$ 2,645,719	\$ 550,089	\$ 4,024,858

5. CAPITAL ASSETS

The following is a summary of the changes in capital assets for the fiscal year ended September 30, 2022:

Governmental activities:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets not being depreciated:				
Land	\$ 21,139,703	\$ -	\$ -	\$ 21,139,703
Construction in progress	2,033,908	2,671,239	(261,844)	4,443,303
Total capital assets, not being depreciated	23,173,611	2,671,239	(261,844)	25,583,006
Capital assets being depreciated:				
Buildings	13,752,875			13,752,875
Infrastructure	63,776,963	403,997		64,180,961
Improvements	9,258,848			9,258,848
Equipment	25,324,752	894,547		26,219,299
Total capital assets being depreciated	112,113,438	1,298,544	-	113,411,982
Less accumulated depreciation for:				
Buildings	(6,643,643)	(282,471)		(6,926,114)
Infrastructure	(49,209,925)	(1,492,870)		(50,702,794)
Improvements	(3,701,748)	(198,189)		(3,899,937)
Equipment	(20,110,393)	(1,546,075)		(21,656,469)
Total accumulated depreciation	(79,665,709)	(3,519,605)	-	(83,185,314)
Total capital assets being depreciated, net	32,447,729	(2,221,061)	-	30,226,668
Governmental activities capital assets, net	\$ 55,621,340	\$ 450,178	\$ (261,844)	\$ 55,809,674

Business-type activities:				
	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$ 567,630	\$ -	\$ -	\$ 567,630
Construction in progress	<u>3,857,474</u>	<u>2,427,323</u>	<u>(585,615)</u>	<u>5,699,182</u>
Total capital assets, not being depreciated	<u>4,425,104</u>	<u>2,427,323</u>	<u>(585,615)</u>	<u>6,266,812</u>
	-			-
Capital assets being depreciated:				
Buildings	14,043,642			14,043,642
Infrastructure	55,408,654	1,105,374		56,514,028
Water rights	4,802,361			4,802,361
Improvements	1,519,645			1,519,645
Equipment	<u>3,426,803</u>			<u>3,426,803</u>
Total capital assets being depreciated	<u>79,201,105</u>	<u>1,105,374</u>		<u>80,306,479</u>
Less accumulated depreciation for:				
Buildings	(6,332,498)	(413,234)		(6,745,732)
Infrastructure	(25,199,719)	(1,102,577)		(26,302,296)
Water rights	(2,401,177)	(96,047)		(2,497,224)
Improvements	(175,237)	(39,163)		(214,400)
Equipment	<u>(2,299,278)</u>	<u>(216,032)</u>		<u>(2,515,310)</u>
Total accumulated depreciation	<u>(36,407,909)</u>	<u>(1,867,055)</u>		<u>(38,274,962)</u>
Total capital assets being depreciated, net	<u>42,793,196</u>			<u>42,031,517</u>
Business-type activities capital assets, net	<u>\$47,218,299</u>	<u>\$ 2,427,323</u>	<u>\$ (585,615)</u>	<u>\$ 48,298,328</u>

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

General Government	\$510,470
Finance	
Parks and Recreation	453,792
Police	148,707
Public Works	1,471,875
Fire	101,251
Total Governmental activities	<u>2,686,095</u>
Internal Service activity:	
Fleet Replacement	\$833,509
Total government & internal service activities	<u>\$3,519,604</u>
Business-like activities:	
Water and Sewer	1,474,663
Water rights amortization	96,047
Fieldhouse	296,319
Solid Waste	26
Total business-like activities	<u>\$1,867,055</u>

Discretely presented component unit:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets-not being depreciated				
Land	\$ 219,637	\$ -	\$ -	\$ 219,637
Total capital assets - not being depreciated	<u>219,637</u>	<u>-</u>	<u>-</u>	<u>219,637</u>
Capital assets-being depreciated				
Buildings	906,133	-	-	906,133
Improvements	-	-	-	-
Equipment	-	-	-	-
Total capital assets-being depreciated	<u>906,133</u>	<u>-</u>	<u>-</u>	<u>906,133</u>
Less accumulated depreciation for:				
Buildings	(61,919)	(18,125)	-	(80,044)
Improvements	-	-	-	-
Equipment	-	-	-	-
Total accumulated depreciation	<u>(61,919)</u>	<u>(18,125)</u>	<u>-</u>	<u>(80,044)</u>
Total capital assets-being depreciated, net	<u>844,214</u>	<u>(18,125)</u>	<u>-</u>	<u>826,089</u>
Capital assets - net	<u>\$ 1,063,851</u>	<u>\$ (18,125)</u>	<u>\$ -</u>	<u>\$1,045,726</u>

The City has active construction projects as of September 30, 2022. Total accumulated commitments for ongoing capital projects are composed of the following:

Governmental activities:

General Fund	\$0
Bond Capital Projects Fund	13,265,086
Drainage Fund	115,912
Capital Improvement Fund	14,078
Street Fund	552,386
Total Governmental activities	<u>\$13,947,462</u>

Business-like activities:

Utility Fund	2,468,513
Total business-like activities	<u>\$2,468,513</u>

6. INTERFUND BALANCES AND TRANSFERS

Interfund balances as of September 30, 2022, are as follows:

Receivable Fund	Payable Fund	Amount
Utility (enterprise fund)	Sports Facility (enterprise fund)	\$ 1,683,921
General (governmental fund)	Emergency Relief (non-major)	186,325
	Total	<u>\$ 1,870,246</u>

Receivables listed are to correct negative cash balances at fiscal year-end.

Transfers were as follows for the fiscal year ended September 30, 2022:

Transfers from	Transfer to	Amount	Purpose
General Fund	Non-major governmental	\$150,000	To fund street construction project
General Fund	Non-major governmental	467,200	To fund street construction project
General Fund	Internal Service	121,163	To fund IT Camera/Security project
General Fund	Non-major governmental	58,717	Move Property Tax received on TIRZ property
General Fund	Non-major governmental	20,000	To Fund Parks project
Non-Major governmental	Non-major governmental	243,522	Move remaining red light funding to Street construction for sidewalks
Solid Waste	Non-major governmental	150,000	To fund alley replacement
Bond Capital	Non-major governmental	5,200,000	Move bonds to Park CIP Fund
Utility Fund	General Fund	1,812,876	Admin support for General Fund resources and support
Utility Fund	General Fund	543,862	Payment in lieu of Tax (PILOT)
Non-Major governmental	General Fund	55,092	Admin support for General Fund resources and support
Solid Waste	General Fund	192,300	Admin support for General Fund resources and support
	Total	<u>\$9,014,732</u>	

7. BUDGETARY COMPLIANCE

Budgets are legally adopted at the fund level of control for the General, Debt Service, Traffic Safety and Improvement, Hotel Tax, and Drainage funds on a basis consistent with GAAP using the modified accrual basis of accounting. Budgetary comparison statements or schedules are presented for these funds which include actual expenditures on a basis consistent with the legally adopted budget as amended. Capital project funds are budgeted over the life of the projects and not on an annual basis. For the year ended September 30, 2022, all expenditures fell within appropriations (the legal level of budgetary control).

8. LONG-TERM DEBT

Various types of long-term debt have been issued by the City for the acquisition and construction of major capital facilities and equipment as follows:

- General obligation bonds are issued pursuant to voter authorization for infrastructure and facility projects accounted for in the governmental capital project funds. General obligation bonds are also issued to refund prior debt issues. The City intends to retire this debt, plus interest, from ad valorem taxes.
- Certificate of obligation debt is similar to general obligation bonds in their usage and retirement but do not require voter authorization and are not used for refunding debt.

Annual debt service requirements to maturity for long-term bonded debt are as follows:

Year Ending September 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2023	\$ 795,000	\$ 688,006	\$ 495,000	\$ 38,775
2024	825,000	655,756	515,000	23,625
2025	855,000	630,556	530,000	7,950
2026	890,000	595,481	-	-
2027	935,000	549,856	-	-
2028-2032	5,370,000	2,039,056	-	-
2033-2037	6,385,000	1,028,178	-	-
2038-2039	2,865,000	100,181	-	-
Total	<u>\$ 18,920,000</u>	<u>\$ 6,287,072</u>	<u>\$ 1,540,000</u>	<u>\$ 70,350</u>

Long-term bonded debt on September 30, 2022, includes the following individual issues:

	Interest Rate (%)	Maturity Date	Amount Outstanding	Due Within One Year
<u>Governmental Activities</u>				
General Obligation Bonds: Series 2019	3.12	2/15/2039	\$ 18,920,000	\$ 795,000
Total governmental activities long-term bonded debt			<u>\$ 18,920,000</u>	<u>\$ 795,000</u>
<u>Business-type Activities</u>				
General Obligation Refunding: Series 2019	3.000-4.000	2/15/2025	\$ 1,540,000	\$ 495,000
Total business-type activities long-term bonded debt			<u>\$ 1,540,000</u>	<u>\$ 495,000</u>
Total long-term bonded debt (primary government)			<u>\$ 20,460,000</u>	<u>\$ 1,290,000</u>

Long-term liability activity for the year ended September 30, 2022, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities:					
Bonds payable:					
General Obligation, Series 2019	\$ 19,675,000	\$ -	\$ 755,000	\$ 18,920,000	\$ 795,000
Deferred premium on bonds	1,078,146	-	-	1,078,146	-
Total bonds payable	20,753,146	-	755,000	19,998,146	795,000
Loan payable	59,740	-	59,740	-	-
Accrued compensated absences	3,477,123	1,405,829	1,328,768	3,554,184	248,793
Other postemployment benefits	2,432,170	-	163,021	2,269,149	-
Total governmental activities	\$ 26,722,179	\$ 1,405,829	\$ 2,306,529	\$ 25,821,479	\$ 1,043,793
Business-type Activities:					
Bonds payable:					
General Obligation Refunding Series 2016	\$ 2,025,000	\$ -	\$ 485,000	\$ 1,540,000	\$ 495,000
Deferred premium on bonds	163,412	-	41,722	121,690	-
Total bonds payable	2,188,412	-	526,722	1,661,690	495,000
Accrued compensated absences	114,515	79,364	81,157	112,722	7,891
Other postemployment benefits	276,600	72,357	22,123	326,834	-
Total business-type activities	\$ 2,579,527	\$ 151,721	\$ 630,002	\$ 2,101,246	\$ 502,891
Total long-term liabilities (primary government)	\$ 29,301,706	\$ 1,557,550	\$ 2,936,531	\$ 27,922,725	\$ 1,546,684

The long-term liabilities other than debt, such as compensated absences and other postemployment benefits, are paid from the General, Enterprise, and Internal Service funds based on the assignment of the employee at termination.

For fiscal year 2022, the City recognized a net pension asset; therefore, the liability has been removed from the long-term liability schedule.

The General fund secured a loan for \$1,483,374 in January 2016 to fund an economic incentive grant paid to EON Reality Duncanville Entrepreneur School. The loan terms were 3.34% rate with 84 monthly payments ending in fiscal year 2022. There are no remaining loan payments as the last payment was made December 15, 2021.

9. DEFINED BENEFIT PENSION PLAN

Plan Descriptions. The City participates as one of 895 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 agency 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 Sections 401(a) of the Internal Revenue Code. TMRS issues a publicly available annual comprehensive financial report (ACFR) that can be obtained at www.tmrs.org.

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 over of seven 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.

A summary of the 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
	60 age / 5 years of service;
Service Retirement eligibility	Any age / 20 years of service
Updated Service Credit	0%
Annuity Increase (COLA to retirees)	0% of CPI

Employees covered by benefit terms.

At the December 31, 2021, valuation and measurement date, the following employees were covered by the benefit terms:

Actuarial Valuation and Measurement Date, December 31, 2021	
Inactive employees or beneficiaries currently receiving benefits	267
Inactive employees entitled to but not yet receiving benefits	230
Active employees	<u>262</u>
	759

Contributions. The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are with 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contributions rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 7.12% and 6.67% in the calendar years 2021 and 2022, respectively. The city's contributions to TMRS for the year ended September 30, 2022, were \$1,366,398 and were equal to the required contributions.

Net Pension Liability. The City's Net Pension Liability was measured as of December 31, 2021, 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, 2021, actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50 % per year
Overall payroll growth	2.75 % per year
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases were 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 were based on the gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, health retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is 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 Scale UMP 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 over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019, actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009-2011 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, to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return in 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 weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, the actuary focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive).

The strategic target allocation and actual allocation as of December 31, 2021 for each major asset class are summarized in the following table:

Asset Class	Strategic Target Allocation	Actual Allocation
Core fixed income	6%	5.9%
Non-core fixed income	20%	19.1%
Global Public Equity	35%	36.4%
Real Estate	12%	11.3%
Other Public & Private Markets	12%	10.6%
Hedge funds	5%	8.1%
Private Equity	10%	8.1%
Cash Equivalents	0%	0.5%
Total	100%	100%

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 remain at the current 7%, as specified in statute. 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 period of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability (Asset)

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a)-(b)
<u>Changes for the year:</u>			
Service Cost	\$2,222,268	\$0	\$2,222,268
Interest	7,721,008	0	7,721,008
Difference between expected and actual experience	152,732	0	152,732
<u>Changes in Assumptions:</u>			
Contributions – employer	0	1,304,415	(1,304,415)
Contributions – employee	0	1,282,430	(1,282,430)
Net investment income	0	15,475,840	(15,475,840)
Benefit payments, including refunds of employee contributions	(7,051,235)	(7,051,235)	0
Administrative Expenses	0	(71,752)	71,752
Other changes	0	491	(491)
Net Changes	\$3,044,773	\$10,940,188	(\$7,895,415)
Beginning Balance at 12/31/2020	\$116,799,791	\$118,954,564	(\$2,154,773)
Ending Balance at 12/31/2021	\$119,844,564	\$129,894,752	(\$10,050,188)

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 (asset) 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%)	Current Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability (asset)	\$4,428,432	\$(10,050,188)	\$(22,109,039)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. The report may be obtained on the Internet at www.tmr.org.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. For the year ended September 30, 2022, the City recognized pension benefit of \$1,733,800.

On September 30, 2022, the City reported deferred outflows of resources and deferred 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	\$ 105,151	\$ 32,838
Changes in actuarial assumptions	-	6,322
Difference between projected and actual investment earnings	2,163,833	4,164,641
Difference in assumption changes	-	-
Contributions subsequent to the measurement date	987,268	
Total	\$ 3,256,252	\$ 4,203,801

Deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date of \$987,268 will be recognized as an addition to the net pension asset for the measurement year ending December 31, 2022 (i.e., recognized in the City's financial statements in the year ended September 30, 2023). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expenses as follows:

Year ended Dec 31		
2022	\$	(1,290,986)
2023		(3,442,772)
2024		(1,668,904)
2025		(1,489,279)
2026		0
Thereafter		0
Total	\$	(7,891,941)

10. REGIONAL SYSTEMS FOR WATER SUPPLY AND WASTEWATER TREATMENT

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 2022 was \$0.4480 per 1,000 gallons plus an annual demand charge of \$312,607 for each million gallons per day as established by the rate of flow controller setting (currently 9.5 million gallons at \$2,969,767 annually).

Trinity River Authority Sewage Disposal Agreement – The City, along with the cities of Cedar Hill, DeSoto, Ferris and Lancaster, is a member of the Trinity River Authority (TRA) of Texas Ten Mile Creek Regional Wastewater System ("the System"). Under the contract dated December 1, 1983, the System provides for and operates a regional wastewater treatment plant and conveyance facility for the benefit of the parties. The City is required to deliver all of its wastewater from within the Ten-Mile Creek basin to the System's conveyance system for treatment. The City is then charged monthly based upon the percentage of its flow to the total flow received by the System and the System's cost of operation and maintenance, including debt service on bonds issued to construct the System. The contract will remain in force and effect until all bonds have been paid in full and thereafter for a period of fifty years from the date of the contract. The City paid \$4.4 million for services through Ten-Mile Creek this fiscal year.

Additionally, the City is a member of the Trinity River Authority of the Texas Regional Wastewater System (the "Regional System") through a contract with TRA dated June 27, 1984. The contract will remain in force and effect until all bonds have been paid in full and thereafter for a period of fifty years from the date of the contract. The City's wastewater is treated by the Regional System at its Ten Mile Creek Regional Plant and its Central Regional Plant. The City's payments to the Regional System have been deemed to be an operation and maintenance expense of the City's waterworks and sewer system and are payable monthly. The City's payments are based upon its percentage of the total of all contracting parties in the Regional System applied to total operation and maintenance expenses of the Regional System, including debt service. The Regional System is obligated to treat all of the City's sewage flow. The City paid \$165 thousand for services through Central Regional this fiscal year.

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 \$9 thousand 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

Page 78 of 145

treatment of the wastewater). The City's current payments for fiscal year 2022 were \$283 thousand.

11.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/\$66,096,318 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 of \$134,393 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 Comprehensive Self-Insurance Fund claims liability amount in fiscal years 2021 and 2022 were:

	Beginning Liability Balance	Claims and Changes in Estimates	Claim Payments	Ending Liability Balance
2021	\$105,580	\$271,294	\$(169,947)	\$206,927
2022	\$206,927	\$215,765	\$(288,299)	\$134,393

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.

12.POSTEMPLOYMENT BENEFITS

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 and Contributions – In addition to the pension benefits described in Note 9, 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 OPEB for the year ended September 30, 2022, were \$196,479, which equal benefit payments for retirees.

As of September 30, 2022, the number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	14
Active members	<u>240</u>
Total	254

Actuarial Methods and Assumptions

Significant methods and assumptions were as follows:

Actuarial Valuation Date	December 31, 2020
Actuarial Cost Method	Individual Entry-Age Normal
Discount Rate	1.84% as of December 31, 2021
Inflation Rate	2.50%
Salary Increases	3.50% to 11.50%, including inflation
Demographic Assumptions	Based on the experience study covering the four-year period ending December 31, 2018 as conducted for the Texas Municipal Retirement System (TMRS)
Mortality	For healthy retirees, the gender-distinct 2019 Municipal Retirees of Texas mortality tables are used. The rates are projected on a fully generational basis using the ultimate mortality improvement (UMI) rates in the MP tables published through 2019 to account for future mortality improvements.
Health care trend rates	Initial rate of 7.00% declining to an ultimate rate of 4.25% after 13 years.
Participation rates	30% for eligible retirees at least 50 at retirement; 10% for eligible retirees under age 50 at retirement
Other Information – Notes:	The discount rate changed from 2.00% as of December 31, 2020 to 1.84% as of December 31, 2021. Additionally, the period of service used for the allocation of normal cost was changed to only reflect service with the City of Duncanville.

Projections of health benefits are based on the plan as understood by the City and include the types of benefits in force at the valuation date and the pattern of sharing benefit costs between the City and its employees to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

A Single Discount Rate of 1.84% was used to measure the total OPEB liability. This Single Discount Rate was based on the municipal bond rates as of the measurement date. The source of the municipal bond rate was Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2021.

Changes in the Total OPEB Liability

The City's total OPEB liability of \$2,595,981 was measured as of December 31, 2021 and was determined by an actuarial valuation as of December 31, 2020.

	Total OPEB Liability
Balance at 12/31/2020	\$2,708,770
Changes for the year:	
Service Cost	174,812
Interest on the total liability	54,480
Changes of benefit terms	0
Difference between expected and actual experience	1,196
Changes in assumptions and other inputs	(198,959)
Benefit payments	(144,318)
Net changes	(112,789)
Balance at 12/31/2021	\$2,595,981

Changes in assumptions and other inputs reflect a change in the discount rate from 2.00% to 1.84%.

Discount Rate Sensitivity Analysis

The following schedule shows the impact of the total OPEB liability if the discount rate was 1% less than and 1% greater than the discount rate that was used (%) in measuring the total OPEB liability.

	1% Decrease in Discount Rate (0.84%)	Current Discount Rate (1.84%)	1% Increase in Discount Rate (2.84%)
City's Total OPEB liability	\$2,829,513	\$2,595,981	\$2,379,900

Healthcare Cost Trend Sensitivity Analysis

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
City's Total OPEB liability	\$2,248,695	\$2,595,981	\$3,017,267

OPEB Expense and Deferred Outflows of Resources Related to OPEB

For the year ended September 30, 2022, the City recognized OPEB benefit of \$1,721,160. On September 30, 2022, the City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$885,249	\$687,376
Changes in actuarial assumptions	404,132	175,722
Contributions subsequent to the measurement date	99,593	
Total	\$1,388,974	\$863,098

Deferred outflows of resources of \$99,593 related to OPEB resulting from contributions subsequent to the measurement date but before the end of fiscal year 2022 will be recognized as a reduction of the OPEB liability for the measurement year ending December 31, 2022 (i.e., recognized in the City's financial statements in the fiscal year ending September 30, 2023, rather than the current fiscal year). Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year Ended September 30		
2023	\$	147,917
2024		147,917
2025		147,917
2026		125,045
2027		32,931
Thereafter		(175,444)
Total	\$	426,283

13. CONTINGENT LIABILITIES

Pending Litigation—In the opinion of the City's management, no pending litigation exists on September 30, 2022.

Arbitrage Rebate Requirement—The Tax Reform Act of 1986 imposes a rebate requirement with respect to certain bonds issued by the City. Under this requirement, an amount equal to the sum of (a) the excess of the aggregate amount earned on all investments over the amount that would have been earned if all investments were invested at a rate equal to the yield on the bonds and (b) any income earned on the excess described in (a) is required to be rebated to the United States Treasury, in order for the interest on the bonds to be excluded from federal taxation. Regulations implementing the rebate requirement were released by the Internal Revenue Service on May 12, 1989.

Grant Audit—The City receives federal and state grants for specific purposes that are subject to review and audit by federal and state agencies. Such audits could result in a request for reimbursement by the federal and state agencies for expenditures disallowed under the terms and conditions of the appropriate agency. In the opinion of City management, such disallowances, if any, will not be significant to the City's financial statements.

14. REGIONAL DISPATCH CENTER

The City entered into an annually renewable Interlocal Cooperation Agreement with the Cities of DeSoto and Cedar Hill ("participating cities") on August 10, 1999 to establish a Regional Public Safety Dispatch and Alarm Monitoring Facility ("the Center"). The Center provides police, fire and emergency medical service communications to participating cities. The Center's Management Committee is comprised of each of the participating cities' City Manager or their designee. The City has a one-third (1/3) share in the equity of the Center, which qualifies as a joint venture and is 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, 2022, is estimated at \$193,264. The financial statements of the Center can be obtained by contacting: City of DeSoto Finance Department, 211 E. Pleasant Run Rd., DeSoto, TX 75115.

15. REGIONAL ANIMAL CONTROL SHELTER

The City entered into an annually renewable Interlocal Cooperation Agreement with the Cities of DeSoto and Cedar Hill on September 3, 1991, to establish a Regional Animal Control Shelter facility ("the 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 (1/3) share in the equity of the facility, which qualifies as a joint venture and is accounted for in the government-wide statement of net position. In January 2008, the City of Cedar Hill issued \$2,040,000 of bonds to finance the construction of a new animal control shelter. The bonds were refunded in August 2016. The City's of Cedar Hill's remaining debt obligation to pay at September 30, 2022 is \$490,000, with the City of Duncanville's portion of that obligation totaling \$245,000. The value of the City's share in the equity of the facility net of the debt is \$648,573 as of September 30, 2022. 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.

16. MAIN STATION PROPERTY

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, 2022 is \$45,695. The financial statements can be obtained by contacting: Main Station, 111 E. Davis Street, Suite 101, Duncanville, Texas 75116.

17. TAX ABATEMENTS

The City enters into economic development agreements designed to promote development and redevelopment within the City, stimulate commercial activity, generate additional sales tax and enhance the property tax base and economic vitality of the City. This program rebates property, sales and hotel occupancy taxes as authorized under Chapter 380 of the Texas Local Government Code.

For fiscal year 2022, the City did not rebate any property, sales and hotel occupancy taxes.

18. COMMITMENTS

City of Duncanville Development Agreement with SWH Duncanville, LLC.

The City has agreed to rebate taxes to SWH Duncanville, LLC to construct the 65,000 sq. foot Hampton Inn and Suites Hotel. Beginning in FY 2020, the City has agreed to rebate 5% of the Hotel Occupancy Taxes generated by the facility up to \$250,000. As of September 30, 2022, \$104,008 has been abated.

CITY OF DUNCANVILLE, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)
SCHEDULE OF CHANGES IN NET PENSION LIABILITY (ASSET) AND RELATED RATIOS
LAST 8 YEARS
(UNAUDITED)

Plan Year	2014	2015	2016
A. Total pension liability			
Service Cost	\$ 1,535,331	\$ 1,737,352	\$ 1,968,819
Interest (on the Total Pension Liability)	6,300,383	6,476,370	6,840,894
Changes of benefit items	-	-	3,051,493
Difference between expected and actual experience	(121,074)	11,193	454,847
Change of assumptions	-	2,777,068	-
Benefit payments, including refunds of employee contributions	(5,255,637)	(5,347,455)	(5,336,944)
Net change in total pension liability	2,459,003	5,654,528	6,979,109
Total pension liability - beginning	91,865,620	94,324,623	99,979,151
Total pension liability - ending (a)	<u>\$ 94,324,623</u>	<u>\$ 99,979,151</u>	<u>\$ 106,958,260</u>
B. Plan fiduciary net position			
Contributions - Employer	\$ 788,439	\$ 584,156	\$ 531,144
Contributions - Employee	992,641	1,047,974	1,090,327
Net Investment Income	5,716,291	150,672	6,651,413
Benefit payments, including refunds of employee contributions	(5,255,637)	(5,347,455)	(5,336,944)
Administrative Expenses	(59,693)	(91,784)	(75,151)
Other	(4,908)	(4,535)	(4,049)
Net change in plan fiduciary net position	2,177,133	(3,660,972)	2,856,740
Plan fiduciary net position - beginning	99,945,206	102,122,339	98,461,367
Plan fiduciary net position - ending (b)	<u>\$ 102,122,339</u>	<u>\$ 98,461,367</u>	<u>\$ 101,318,107</u>
C. Net pension liability (asset) - ending (a) - (b)	<u>\$ (7,797,716)</u>	<u>\$ 1,517,784</u>	<u>\$ 5,640,153</u>
D. Plan fiduciary net position as a percentage of total pension asset	108.27%	98.48%	94.73%
E. Covered employee payroll	\$ 14,180,579	\$ 14,861,868	\$ 15,576,098
F. Net pension liability (asset) as a percentage of covered employee payroll	(54.99%)	10.21%	36.21%

Data presented is based on December 31, 2021

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
\$ 2,056,646	\$ 2,144,947	\$ 2,209,499	\$ 2,186,257	\$ 2,222,268
7,067,274	7,232,501	7,374,472	7,547,114	7,721,008
-	-	-	-	-
(82,975)	(364,794)	129,524	(129,746)	152,732
-	-	(42,112)	-	-
(6,572,445)	(6,702,143)	(7,173,166)	(7,039,592)	(7,051,235)
2,468,500	2,310,511	2,498,217	2,564,033	3,044,773
<u>106,958,260</u>	<u>109,426,760</u>	<u>111,737,271</u>	<u>114,235,758</u>	<u>116,799,791</u>
<u>\$ 109,426,760</u>	<u>\$ 111,737,271</u>	<u>\$ 114,235,488</u>	<u>\$ 116,799,791</u>	<u>\$ 119,844,564</u>
\$ 1,209,633	\$ 1,333,573	\$ 1,334,433	\$ 1,369,983	\$ 1,304,415
1,138,065	1,183,186	1,221,682	1,250,311	1,282,430
14,034,805	(3,323,175)	15,974,107	8,692,970	15,475,840
(6,572,445)	(6,702,143)	(7,173,166)	(7,039,592)	(7,051,235)
(72,773)	(64,291)	(90,391)	(56,357)	(71,752)
<u>(3,688)</u>	<u>(3,359)</u>	<u>(2,715)</u>	<u>(2,199)</u>	<u>491</u>
9,733,597	(7,576,209)	11,263,950	4,215,116	10,940,189
<u>101,318,109</u>	<u>111,051,706</u>	<u>103,475,497</u>	<u>114,739,447</u>	<u>118,954,563</u>
<u>\$ 111,051,706</u>	<u>\$ 103,475,497</u>	<u>\$ 114,739,447</u>	<u>\$ 118,954,563</u>	<u>\$ 129,894,752</u>
<u>\$ (1,624,946)</u>	<u>\$ 8,261,774</u>	<u>\$ (503,959)</u>	<u>\$ (2,154,772)</u>	<u>\$ (10,050,188)</u>
101.48%	92.61%	100.44%	101.84%	108.39%
\$ 16,258,070	\$ 16,902,658	\$ 17,452,598	\$ 17,861,579	\$ 18,320,426
-9.99%	48.88%	-2.89%	-12.06%	-54.86%

CITY OF DUNCANVILLE, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
 TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)
 SCHEDULE OF CONTRIBUTIONS - FY 2022
 LAST NINE FISCAL YEARS (PREVIOUS YEARS ARE NOT AVAILABLE)
 (UNAUDITED)

Fiscal Year	(1) Actuarially determined contribution	(2) Contribution in relation to the actuarially determined contribution	(3) Contribution excess (deficiency) (2) - (1)	(4) Covered employee payroll	(5) Actuarially determined contribution as a percentage of covered employee payroll (1) / (4)	(6) Contributions as a percentage of covered employee payroll (2) / (4)
2014	\$ 766,572	\$ 745,409	\$ (21,163)	\$ 13,726,284	5.58%	5.43%
2015	632,759	615,462	(17,297)	14,685,372	4.31%	4.19%
2016	539,816	518,334	(21,482)	15,295,736	3.53%	3.39%
2017	784,260	971,262	187,002	16,076,166	4.88%	6.04%
2018	1,201,932	1,237,718	35,786	16,646,529	7.22%	7.44%
2019	1,336,121	1,336,121	-	17,316,010	7.72%	7.72%
2020	1,377,995	1,377,995	-	17,978,835	7.66%	7.66%
2021	1,354,322	1,354,322	-	18,651,462	7.26%	7.26%
2022	1,366,398	1,366,782	384	20,184,988	6.77%	6.77%

Notes to Schedule of Contributions:**Valuation Date:**

Notes Actuarially determined contribution rates are calculated as of December 31 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	20 years
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 11.50% 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 2019 valuation pursuant to an experience study of the period 2014-2018.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

Notes There were no benefit changes during the year.

CITY OF DUNCANVILLE, TEXAS

REQUIRED SUPPLEMENTARY INFORMATION
CITY OF DUNCANVILLE OTHER-POST EMPLOYMENT BENEFITS PLAN
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
LAST 8 YEARS
(UNAUDITED)

Fiscal year ending September 30,	2017	2018	2019	2020	2021
A. Total OPEB liability					
Service Cost	\$ 134,816	\$ 154,311	\$ 228,789	\$ 265,048	\$ 174,812
Interest on the total OPEB liability	110,240	104,255	175,478	140,757	54,480
Difference between expected and actual experience	215,993	1,426,385	49,296	(896,874)	1,196
Chnages of benefit term	-	-	-	(1,852,930)	-
Changes of assumptions	139,792	187,140	176,692	171,781	(198,959)
Benefit payments	(360,209)	(348,468)	(309,808)	(209,843)	(144,318)
Net change in total OPEB liability	240,632	1,523,623	320,447	(2,382,061)	(112,789)
Total OPEB liability - beginning	3,006,131	3,246,763	4,770,386	5,090,831	2,708,770
Total OPEB liability - ending	\$ 3,246,763	\$ 4,770,386	\$ 5,090,833	\$ 2,708,770	\$ 2,595,981
B. Covered-employee payroll					
	\$ 15,767,076	\$ 16,409,275	\$ 17,380,147	\$ 17,722,604	\$ 18,165,704
C. Total OPEB liability as a percentage of covered-employee payroll					
	20.59%	29.07%	29.29%	15.28%	14.29%

Notes to Schedule:

FYE22- Changes of assumptions reflect a change in the discount rate. Additionally, the period of service used for the allocation of normal costs was changed to only reflect service with the City.

FYE21- Changes of benefit terms reflect subsidy levels toward retiree health care premiums. Due to the plan changes, the participation rate and two-person coverage assumptions were lowered.

The following are the discount rates used in each period:

2021	1.84%
2020	2.00%
2019	2.75%
2018	3.71%
2017	3.31%

CITY OF DUNCANVILLE, TEXAS

GENERAL FUND
BUDGETARY COMPARISON SCHEDULE-REVENUES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
PROPERTY TAXES:				
Current Taxes	\$ 18,324,836	\$ 18,324,836	\$ 18,431,915	\$ 107,079
Delinquent Taxes	150,000	110,000	107,831	(2,169)
Penalties and Interest	140,000	135,000	76,211	(58,789)
Total	18,614,836	18,569,836	18,615,957	46,121
SALES TAXES:				
General	5,558,349	6,158,653	6,411,693	253,040
Property Tax Relief	2,779,174	3,079,326	3,205,846	126,520
Alcoholic Beverage Tax	76,000	85,000	144,962	59,962
Total	8,413,523	9,322,979	9,762,501	439,522
FRANCHISE TAXES:				
TXU Electric	1,150,000	1,150,000	1,201,302	51,302
Atmos Energy	300,000	332,000	479,978	147,978
Telephone	110,000	82,000	46,800	(35,200)
Charter Cable Television	150,000	175,000	129,059	(45,941)
Utility Court Settlement	-	-	-	-
Telephone Video Services	-	-	10	10
Total	1,710,000	1,739,000	1,857,149	118,149
Total taxes	28,738,359	29,631,815	30,235,607	603,792
LICENSES, PERMITS AND FEES:				
Building Permits	275,000	300,000	320,635	20,635
Zoning and Special Use Permits	8,500	8,500	13,750	5,250
Electrical Permits	17,000	25,000	34,548	9,548
Plumbing Permits	55,000	55,000	59,767	4,767
Rental Property Registration	50,000	50,000	60,280	10,280
Alarm Permits	50,000	50,000	64,147	14,147
Animal Permits	50	-	-	-
Solicitor Licenses	1,500	1,350	1,425	75
Emergency Medical Service	850,000	850,000	1,071,428	221,428
Sign & Other Permits	15,000	15,000	22,223	7,223
Health Food Inspection Fees	70,000	70,000	76,754	6,754
Pool Inspection Fees	3,000	4,000	5,440	1,440
Total	1,395,050	1,428,850	1,730,397	301,547
MUNICIPAL COURT AND LIBRARY:				
Municipal court	463,000	295,000	292,519	(2,481)
False alarm fees	10,000	15,000	7,702	(7,298)
Small Cell/ Network Node Fees	500	-	-	-
Return Check Fees	230	100	35	(65)
Wrecker & Storage Fees	3,000	-	-	-
Library	-	3,500	6,777	3,277
Total	476,730	313,600	307,033	(6,567)
INTERGOVERNMENTAL	165,000	182,500	173,021	(9,479)
INTEREST	150,000	69,000	153,562	84,562
RECREATIONAL FEES	283,000	271,500	258,893	(12,607)
OTHER SALES AND SERVICES:				
Sale of capital assets/auction proceeds	5,000	-	-	-
Miscellaneous	187,600	268,500	502,179	233,679
Rentals	194,000	200,000	223,049	23,049
Total	386,600	468,500	726,092	257,592
Total revenues	\$ 31,594,739	\$ 32,365,765	\$ 33,584,605	\$ 1,218,840

**CITY OF DUNCANVILLE, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE-REVENUES FOR THE
YEAR ENDED SEPTEMBER 30, 2022 (continued on following page)**

Page 590 of 145

	Salaries and Benefits	Supplies	Other Services	Maintenance
DEPARTMENTS:				
General government-				
Mayor and council	\$ -	\$ 8,599	\$ 126,849	\$ -
City manager	903,661	80,264	106,744	-
Personnel services	290,921	14,420	113,487	-
Information systems	378,736	99,548	399,508	-
Community information	102,078	4,847	80,338	-
Library services	769,333	12,995	75,110	-
City Marshall	77,611	565	12,273	-
One-time projects	-	100,000	-	-
Total	2,522,340	321,238	914,309	-
Finance-				
Administration	414,839	7,196	187,412	-
Municipal court	287,535	6,560	142,725	-
Purchasing	174,918	2,755	5,739	-
City Marshall	-	-	-	-
Total	877,292	16,511	335,876	-
Parks and recreation-				
Administration	233,558	345	44,315	-
Recreational programming	298,235	11,517	54,359	-
Special events	40,928	16,376	131,037	-
Athletic programming	180,662	28,413	171,090	8,322
Park grounds maintenance	324,317	71,819	584,476	72,352
Building services	-	-	-	-
Senior center	142,007	14,436	39,436	-
Horticulture	129,037	8,410	215	343
Community services	-	-	-	-
Total	1,348,744	151,316	1,024,928	81,017
Police-				
Administration	400,844	20,035	1,655,180	-
Patrol	4,581,775	73,366	284,509	5,176
Criminal investigation	1,470,943	27,005	65,396	957
Animal control	118,738	1,255	367,541	-
School guards	80,764	-	5,796	-
Crime prevention	179,748	3,540	13,200	-
Communication/Records	288,338	881	20,856	-
Special services	314,762	40,842	58,631	-
Detention	3	-	-	-
Total	\$ 7,435,915	\$ 166,924	\$ 2,471,109	\$ 6,133

				Variance with Final Budget Positive (Negative)
Capital	Total Expenditures	Original Budget	Final Budget	
-	\$ 135,448	\$ 456,586	\$ 503,036	\$ 367,588
-	1,090,669	672,765	708,422	(382,247)
-	418,828	401,190	457,779	38,951
-	877,792	926,112	981,100	103,308
-	187,263	146,129	166,054	(21,209)
97,780	955,218	949,790	949,990	(5,228)
-	-	95,543	100,048	100,048
-	100,000	-	100,000	-
97,780	3,765,218	3,648,115	3,966,429	201,211
-	609,447	596,639	617,792	8,345
-	436,820	478,658	469,058	32,238
-	183,412	143,878	156,289	(27,123)
-	-	-	-	-
-	1,229,679	1,219,175	1,243,139	13,460
-	278,218	265,878	266,378	(11,840)
-	364,111	404,693	404,694	40,583
-	188,341	222,463	222,463	34,122
-	388,487	393,142	413,642	25,155
-	1,052,964	1,448,375	1,457,125	404,161
-	-	-	-	-
-	195,879	205,960	206,060	10,181
-	138,005	179,926	180,926	42,921
-	-	-	-	-
-	2,606,005	3,120,437	3,151,288	545,283
-	2,076,059	1,970,056	2,023,439	(52,620)
-	4,944,826	5,027,401	5,159,718	214,892
-	1,564,301	1,541,764	1,576,521	12,220
-	487,534	490,156	489,775	2,241
-	86,560	85,233	84,963	(1,597)
-	196,488	156,189	192,399	(4,089)
-	310,075	348,264	347,639	37,564
-	414,235	562,294	549,155	134,920
-	3	-	-	(3)
\$ -	\$ 10,080,081	\$ 10,181,357	\$ 10,423,609	\$ 343,528

CITY OF DUNCANVILLE, TEXAS

GENERAL FUND
BUDGETARY COMPARISON SCHEDULE OF EXPENDITURES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Page 120 of 145

DEPARTMENTS (Continued):

	Salaries and Benefits	Supplies	Other Services	Maintenance
Public works-				
Engineering	\$ 284,821	\$ 5,334	\$ 51,951	\$ -
Building inspection	-	-	-	-
Streets	832,358	129,759	1,932,094	-
Traffic operations	316,128	212,965	494,212	53,016
Planning	-	-	-	-
Code services	-	-	351,077	-
Equipment services	321,159	351,303	-	111,216
One-time projects	385,327	33,474	356,254	29,246
Total	2,139,793	732,835	3,185,588	193,478
Fire-				
Administration	494,793	7,949	185,646	1,295
Prevention	221,245	5,593	26,177	126
Suppression	4,050,708	73,671	267,139	13,037
Advanced life support	1,420,323	85,701	279,376	1,883
Emergency Management Administrator	115,843	6,508	9,575	-
Total	6,302,912	179,422	767,913	16,341
Neighborhood & Planning -				
Building Inspection	414,203	6,824	97,289	-
Planning Services	137,361	2,350	7,017	-
Neighborhood Services	337,060	7,697	60,889	-
Total	888,624	16,871	165,195	-
NON-DEPARTMENTAL	2,551	9,977	809,035	-
ECONOMIC DEVELOPMENT	-	-	-	-
LOAN PAYMENT	-	-	-	-
INTEREST AND FISCAL CHARGES	-	-	-	-
Total expenditures	\$ 21,518,171	\$ 1,595,094	\$ 9,673,953	\$ 296,969

Page 93 of 145

Capital	Total Expenditures	Original Budget	Final Budget	Variance with Final Budget Positive (Negative)
-	\$ 342,106	\$ 391,722	\$ 391,722	\$ 49,616
-	-	-	-	-
-	2,894,211	3,596,111	3,596,111	701,900
-	1,076,321	969,892	981,754	(94,567)
-	-	-	-	-
-	351,077	-	-	(351,077)
-	783,678	1,127,605	1,182,825	399,147
17,435	821,736	897,750	903,751	82,015
17,435	6,269,129	6,983,080	7,056,163	787,034
-	689,683	660,907	658,313	(31,370)
-	253,141	338,594	318,594	65,453
-	4,404,555	4,425,649	4,434,499	29,944
-	1,787,283	1,817,819	1,754,275	(33,008)
-	131,926	133,390	133,390	1,464
-	7,266,588	7,376,359	7,299,071	32,483
-	518,316	522,584	567,635	49,319
-	146,728	200,578	200,578	53,850
-	405,646	424,897	449,684	44,038
-	1,070,690	1,148,059	1,217,897	147,207
-	821,563	3,133,133	1,931,673	1,110,110
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ 115,215	\$ 33,108,953	\$ 36,809,715	\$ 36,289,269	\$ 3,180,316



This page intentionally left blank.

CITY OF DUNCANVILLE

NON-MAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS:

Special Revenue Funds account for the proceeds of special revenue sources that are legally or administratively restricted to expenditures for specified purposes. Individual Special Revenue Funds maintained are as follows:

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 – 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.

Emergency Relief Fund – Fund 757 Emergency Relief houses the CARES Act funding to pay for necessary expenditures incurred due to the public health emergency created by the COVID 19 virus. Such actions taken to respond to the public health emergency include expenditures addressing medical, public health, or public safety, and expenditures incurred to offer second-order effects of the crisis, such as economic support to those suffering from employment or business interruptions due to COVID 19.

American Rescue Plan Fund – Fund 758 American Rescue Plan Act federal grant was awarded in response to the ongoing COVID19 pandemic and is designated for COVID 19 response and recovery, Water/Sewer infrastructure, and IT/Broadband Infrastructure

CAPITAL PROJECTS FUNDS:

Capital Projects Funds account for resources used for the acquisition and/or construction of capital facilities and improvements, except those financed by the Proprietary Fund types. Resources are derived primarily from sales of general obligation bonds and certificates of obligation. Individual funds maintained are as follows:

Park Construction Fund – to account for various improvements made in the City's parks and recreational facilities.

Capital Improvements Fund – to account for the expenditures of various one-time capital improvements.

Street Construction Fund – to account for the construction of major thoroughfares and petition paving projects.

CITY OF DUNCANVILLE, TEXAS

**COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

	Special Revenue	Capital Projects	Total Nonmajor Funds
ASSETS			
Cash and investments	\$ 13,664,689	\$ 6,489,457	\$ 20,154,146
Receivables:			
Trade accounts	67,693	-	67,693
Taxes	-	-	-
Assessments	-	51,015	51,015
Intergovernmental	-	-	-
Due from Other funds	58,483	-	58,483
Total assets	\$ 14,154,985	\$ 6,540,472	\$ 20,695,457
LIABILITIES			
Accounts payable	\$ 97,072	\$ 6,692	\$ 103,764
Accrued liabilities	5,937	-	5,937
Due to other funds	186,325	-	186,325
Unearned revenue	7,805,080	-	7,805,080
Total liabilities	8,094,414	6,692	8,101,106
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	51,015	51,015
Total deferred inflows of resources	-	51,015	51,015
FUND BALANCES			
Restricted:	6,060,571	6,482,765	12,543,336
Total fund balances	6,060,571	6,482,765	12,543,336
Total liabilities, deferred inflows of resources and fund balances	\$ 14,154,985	\$ 6,540,472	\$ 20,695,457

CITY OF DUNCANVILLE, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES
NON-MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Special Revenue	Capital Projects	Total Nonmajor Funds
REVENUES			
Hotel taxes	\$ 843,213	\$ -	\$ 843,213
Licenses, permits and fees	789,946	-	789,946
Fines and forfeitures	244,229	-	244,229
Intergovernmental	2,463,565	-	2,463,565
Investment income	11,084	90,006	101,090
Rental and other	(61,746)	-	(61,746)
Gifts and contributions	2,817	-	2,817
Total revenues	<u>4,293,108</u>	<u>90,006</u>	<u>4,383,114</u>
EXPENDITURES			
Current:			
General government	183,165	-	183,165
Finance	25,571	-	25,571
Parks and recreation	122,949	-	122,949
Police	2,231,358	-	2,231,358
Public works	392,240	-	392,240
Fire	3,365	-	3,365
Capital outlay:			
Public works	-	273,588	273,588
Total expenditures	<u>3,075,538</u>	<u>273,588</u>	<u>3,349,126</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>1,217,570</u>	<u>(183,582)</u>	<u>1,033,988</u>
OTHER FINANCING SOURCES (USES):			
Transfers in	58,717	6,230,722	6,289,439
Transfers out	(298,614)	-	(298,614)
Total other financing sources (uses)	<u>(239,897)</u>	<u>6,230,722</u>	<u>5,990,825</u>
NET CHANGE IN FUND BALANCES	<u>977,673</u>	<u>6,047,140</u>	<u>7,024,813</u>
FUND BALANCES, beginning of year	<u>5,082,898</u>	<u>435,625</u>	<u>5,518,523</u>
FUND BALANCES, end of year	<u>\$ 6,060,571</u>	<u>\$ 6,482,765</u>	<u>\$ 12,543,336</u>

CITY OF DUNCANVILLE, TEXAS

NON-MAJOR SPECIAL REVENUE FUNDS
COMBINING BALANCE SHEET
SEPTEMBER 30, 2022

Page 99 of 145

ASSETS

	Hotel Motel Tax	Drainage Fees	Traffic I & S	Grants
Cash and investments	\$ 3,289,207	\$ 1,477,600	\$ -	\$ 163,837
Receivables:				
Taxes	-	-	-	-
Trade accounts (net of allowance)	-	67,693	-	-
Intergovernmental	-	-	-	-
Accrued interest and other	-	-	-	-
Prepaid items	48,494	-	-	62,825
Due from other funds	-	58,483	-	-
Total assets	\$ 3,337,701	\$ 1,603,776	\$ -	\$ 226,662

LIABILITIES

Accounts payable	\$ 514	\$ 3,647	\$ -	\$ 75,246
Accrued liabilities	757	2,069	-	2,265
Due to other funds	-	-	-	-
Unearned revenue	-	-	-	-
Total liabilities	1,271	5,716	-	77,511

FUND BALANCES

Nonspendable:

Prepays	-	-	-	-
---------	---	---	---	---

Restricted for:

Promotion of tourism and hotel industry	3,336,430	-	-	-
Maintenance/construction of drainage projects	-	1,598,060	-	-
Public safety, cultural and recreational services	-	-	-	149,151
Court technology and security	-	-	-	-
Juvenile case management	-	-	-	-
Public safety and criminal investigations	-	-	-	-
Community redevelopment	-	-	-	-

Unassigned

Total fund balances	3,336,430	1,598,060	-	149,151
Total liabilities & fund balances	\$ 3,337,701	\$ 1,603,776	\$ -	\$ 226,662

Page 100 of 145

<u>Court Technology</u>	<u>Court Security</u>	<u>Juvenile Case Manager</u>	<u>Asset Forfeiture</u>	<u>Emergency Relief</u>	<u>American Rescue Plan</u>	<u>Tax Incremental Financing Fund</u>	<u>Total</u>
42,291	\$ 55,576	\$ 1,378	\$ 528,106	\$ -	\$ 7,694,697	\$ 411,997	\$ 13,664,689
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	67,693
-	-	-	-	-	-	-	-
-	-	-	-	-	252,801	-	364,120
-	-	-	-	-	-	-	58,483
<u>\$ 42,291</u>	<u>\$ 55,576</u>	<u>\$ 1,378</u>	<u>\$ 528,106</u>	<u>\$ -</u>	<u>\$ 7,947,498</u>	<u>\$ 411,997</u>	<u>\$ 14,154,985</u>
\$ -	\$ -	\$ 367	\$ 17,298	\$ -	\$ -	\$ -	\$ 97,072
183	-	641	-	22	-	-	5,937
-	-	-	-	186,325	-	-	186,325
-	-	-	121,689	-	7,683,391	-	7,805,080
<u>183</u>	<u>-</u>	<u>1,008</u>	<u>138,987</u>	<u>186,347</u>	<u>7,683,391</u>	<u>-</u>	<u>8,094,414</u>
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	3,336,430
-	-	-	-	-	-	-	1,598,060
-	-	-	-	-	2,191,936	-	2,341,087
42,108	55,576	-	-	-	-	-	97,684
-	-	370	-	-	-	-	370
-	-	-	389,119	-	-	-	389,119
-	-	-	-	-	-	-	-
-	-	-	-	(186,347)	(1,927,829)	411,997	(1,702,179)
<u>42,108</u>	<u>55,576</u>	<u>370</u>	<u>389,119</u>	<u>(186,347)</u>	<u>264,107</u>	<u>411,997</u>	<u>6,060,571</u>
<u>\$ 42,291</u>	<u>\$ 55,576</u>	<u>\$ 1,378</u>	<u>\$ 528,106</u>	<u>\$ -</u>	<u>\$ 7,947,498</u>	<u>\$ 411,997</u>	<u>\$ 14,154,985</u>

CITY OF DUNCANVILLE, TEXAS

NON-MAJOR SPECIAL REVENUE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Page 10 of 11

REVENUES

	Hotel Motel Tax	Drainage Fees	Traffic I&S	Grants
Hotel taxes	\$ 843,213	\$ -	\$ -	\$ -
Licenses, permits and fees	-	789,946	-	-
Fines and forfeitures	-	-	-	-
Intergovernmental	-	-	-	208,378
Investment income	-	-	-	-
Rental and other	-	-	-	(61,866)
Gifts and contributions	-	-	-	2,817
Total revenues	843,213	789,946	-	149,329

EXPENDITURES

Current:

General government	183,165	-	-	-
Finance	-	-	-	-
Community services	-	-	-	122,949
Police	-	-	-	45,312
Public works	-	317,550	-	74,690
Fire	-	-	-	3,365
Special purposes - promotional	-	-	-	-
Capital outlay:				
General government	-	-	-	-
Community services	-	-	-	-
Police	-	-	-	60,752
Public works	-	-	-	-
Fire	-	-	-	-
Special purposes - promotional	-	-	-	-
Total expenditures	183,165	317,550	-	307,068

EXCESS (DEFICIENCY) OF REVENUES OVER
EXPENDITURES

660,048	472,396	-	(157,739)
---------	---------	---	-----------

OTHER FINANCING SOURCES (USES)

Transfers in	-	-	-	-
Transfers out	(55,092)	-	(243,522)	-
Total other financing sources (uses)	(55,092)	-	(243,522)	-

NET CHANGE IN FUND BALANCES

604,956	472,396	(243,522)	(157,739)
---------	---------	-----------	-----------

FUND BALANCES, beginning of year

2,731,474	1,125,664	243,522	306,890
-----------	-----------	---------	---------

FUND BALANCES, end of year

\$ 3,336,430	\$ 1,598,060	\$ -	\$ 149,151
--------------	--------------	------	------------

Page 402 of 145

Court Technology	Court Security	Juvenile Case Manager	Asset Forfeiture	Emergency Relief	American Rescue Plan	Tax Incremental Financing	Total
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 843,213
-	-	-	-	-	-	-	789,946
7,105	8,158	8,998	219,968	-	-	-	244,229
-	-	-	-	74,335	2,180,852	-	2,463,565
-	0	-	-	-	11,084	-	11,084
-	-	-	120	-	-	-	(61,746)
-	-	-	-	-	-	-	2,817
7,105	8,158	8,998	220,088	74,335	2,191,936	-	4,293,108
-	-	-	-	-	-	-	183,165
-	-	25,571	-	-	-	-	25,571
-	-	-	-	-	-	-	122,949
-	-	-	136,392	121,603	1,928,051	-	2,231,358
-	-	-	-	-	-	-	392,240
-	-	-	-	-	-	-	3,365
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	56,138	-	-	-	116,890
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	25,571	192,530	121,603	1,928,051	-	3,075,538
7,105	8,158	(16,573)	27,558	(47,268)	263,885	-	1,217,570
-	-	-	-	-	-	58,717	58,717
-	-	-	-	-	-	-	(298,614)
-	-	-	-	-	-	58,717	(239,897)
7,105	8,158	(16,573)	27,558	(47,268)	263,885	58,717	977,673
35,003	47,418	16,943	361,561	(139,079)	222	353,280	5,082,898
\$ 42,108	\$ 55,576	\$ 370	\$ 389,119	\$ (186,347)	\$ 264,107	\$ 411,997	\$ 6,060,571

CITY OF DUNCANVILLE, TEXAS

HOTEL-MOTEL TAX FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget - Positive (Negative)</u>
REVENUES				
Hotel, motel taxes	\$ 734,310	\$ 881,000	\$ 843,213	\$ (37,787)
Interest on investments	240	-	-	-
Total revenues	<u>734,550</u>	<u>881,000</u>	<u>843,213</u>	<u>(37,787)</u>
EXPENDITURES				
General government	684,730	686,445	183,165	503,280
Total expenditures	<u>684,730</u>	<u>686,445</u>	<u>183,165</u>	<u>503,280</u>
EXCESS OF REVENUES OVER EXPENDITURES	49,820	194,555	660,048	465,493
OTHER FINANCING USES:				
Transfers out	<u>(55,091)</u>	<u>(55,091)</u>	<u>(55,092)</u>	<u>(1)</u>
NET CHANGE IN FUND BALANCES	(5,271)	139,464	604,956	465,492
FUND BALANCE, beginning of year			<u>2,731,474</u>	
FUND BALANCE, end of year			<u>\$ 3,336,430</u>	

CITY OF DUNCANVILLE, TEXAS

DRAINAGE FEES FUND

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget - Positive (Negative)</u>
REVENUES				
Drainage fees	\$ 831,000	\$ 801,000	\$ 789,946	\$ (11,054)
Interest on investments	-	-	-	-
City services reimbursement	10,000	-	-	-
Total revenues	<u>841,000</u>	<u>801,000</u>	<u>789,946</u>	<u>(11,054)</u>
EXPENDITURES				
Public works	1,933,215	698,898	317,550	381,348
Total expenditures	<u>1,933,215</u>	<u>698,898</u>	<u>317,550</u>	<u>381,348</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>(1,092,215)</u>	<u>102,102</u>	<u>472,396</u>	<u>370,294</u>
NET CHANGE IN FUND BALANCES	(1,092,215)	102,102	472,396	370,294
FUND BALANCE, beginning of year			<u>1,125,664</u>	
FUND BALANCE, end of year			<u>\$ 1,598,060</u>	

CITY OF DUNCANVILLE, TEXAS

DEBT SERVICE FUND
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL
 FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
REVENUES				
Ad valorem taxes	\$ 1,383,157	\$ 1,383,157	\$ 1,244,580	\$ (138,577)
Delinquent taxes	15,000	15,000	9,814	(5,186)
Penalties and interest	12,000	12,000	75,676	63,676
Interest on investments	500	-	-	-
Total revenues	<u>1,410,657</u>	<u>1,410,157</u>	<u>1,330,070</u>	<u>(80,087)</u>
EXPENDITURES				
Principal retirement	755,000	755,000	755,000	-
Interest on debt	727,357	727,357	727,256	101
Total expenditures	<u>1,482,357</u>	<u>1,482,357</u>	<u>1,482,256</u>	<u>101</u>
DEFICIENCY OF REVENUES OVER EXPENDITURES	<u>(71,700)</u>	<u>(72,200)</u>	<u>(152,186)</u>	<u>(79,986)</u>
NET CHANGE IN FUND BALANCES	(71,700)	(72,200)	(152,186)	(79,986)
FUND BALANCES, beginning of year			<u>1,385,475</u>	
FUND BALANCES, end of year			<u>\$ 1,233,289</u>	



This page intentionally left blank.

CITY OF DUNCANVILLE, TEXAS

ENTERPRISE FUNDS

SCHEDULE OF DETAILED REVENUES – BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget - Positive (Negative)</u>
<u>UTILITY FUND</u>				
WATER:				
Sale of water	\$ 8,155,000	\$ 7,715,500	\$ 8,892,744	\$ 1,177,244
Water taps	10,364	10,000	7,444	(2,556)
Total	<u>8,165,364</u>	<u>7,725,500</u>	<u>8,900,188</u>	<u>1,174,688</u>
SEWER:				
Sewer charges	9,488,438	9,061,000	9,578,178	517,178
Sewer taps	3,494	4,500	11,501	7,001
Total	<u>9,491,932</u>	<u>9,065,500</u>	<u>9,589,679</u>	<u>524,179</u>
PENALTIES	<u>166,650</u>	<u>92,000</u>	<u>83,930</u>	<u>(8,070)</u>
OTHER:				
Service charges	130,000	90,000	88,496	(1,504)
City services reimbursement	26,000	25,000	26,315	1,315
Miscellaneous	13,550	35,500	55,633	20,133
Total	<u>169,550</u>	<u>150,500</u>	<u>170,444</u>	<u>19,944</u>
INTEREST INCOME	<u>32,500</u>	<u>17,500</u>	<u>16,543</u>	<u>(957)</u>
Total revenues - Utility Fund	<u>\$ 18,025,996</u>	<u>\$ 17,051,000</u>	<u>\$ 18,760,784</u>	<u>\$ 1,709,784</u>
<u>SOLID WASTE FUND</u>				
SOLID WASTE CHARGES	<u>\$ 4,168,000</u>	<u>\$ 4,120,000</u>	<u>\$ 4,147,161</u>	<u>\$ 27,161</u>
INTEREST INCOME	<u>500</u>	<u>500</u>	<u>-</u>	<u>(500)</u>
Total revenues - Solid Waste Fund	<u>\$ 4,168,500</u>	<u>\$ 4,120,500</u>	<u>\$ 4,147,161</u>	<u>\$ 26,661</u>
<u>FIELDHOUSE SPORTS FACILITY</u>				
SPORTS FACILITY	<u>\$ 1,346,500</u>	<u>\$ 1,401,750</u>	<u>\$ 1,296,301</u>	<u>\$ (105,449)</u>
INTERGOVERNMENTAL	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues - Sports Facility Fund	<u>\$ 1,346,500</u>	<u>\$ 1,401,750</u>	<u>\$ 1,296,301</u>	<u>\$ (105,449)</u>
Total revenues - Enterprise Funds	<u>\$ 23,540,996</u>	<u>\$ 22,573,250</u>	<u>\$ 24,204,246</u>	<u>\$ 1,630,996</u>

CITY OF DUNCANVILLE, TEXAS

ENTERPRISE FUNDS

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

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Page 108
14

	Salaries and Benefits	Supplies	Other Services	Maintenance
UTILITY FUND				
WATER SERVICES	\$ 717,305	\$ 164,829	\$ 4,075,413	\$ 114,729
WASTEWATER TREATMENT	445,762	63,859	4,882,216	40,443
ADMINISTRATION AND FISCAL				
Utility administration	269,608	2,175	42,731	-
Utility accounting	595,300	77,201	377,156	6,034
	<u>2,027,975</u>	<u>308,064</u>	<u>9,377,516</u>	<u>161,206</u>
TRANSFERS OUT	-	-	-	-
Total Utility Fund expenditures	<u>\$ 2,027,975</u>	<u>\$ 308,064</u>	<u>\$ 9,377,516</u>	<u>\$ 161,206</u>
SOLID WASTE FUND				
SOLID WASTE	\$ 275,719	\$ 14,433	\$ 3,782,414	\$ 5,224
TRANSFERS OUT	-	-	-	-
Total Solid Waste Fund expenditures	<u>275,719</u>	<u>14,433</u>	<u>3,782,414</u>	<u>5,224</u>
FIELDHOUSE SPORTS FACILITY				
SPORTS FACILITY	\$ 528,906	\$ 63,397	\$ 736,397	\$ 24,364
INTEREST AND FISCAL CHARGES	-	-	46,331	-
PRINCIPAL RETIREMENT	-	-	-	-
Total Sports Facility Fund expenditures	<u>528,906</u>	<u>63,397</u>	<u>782,728</u>	<u>24,364</u>
Total Enterprise Fund expenditures	<u>\$ 2,832,600</u>	<u>\$ 385,894</u>	<u>\$ 13,942,658</u>	<u>\$ 190,794</u>

	Capital	Total	Original Budget	Final Budget	Variance with Final Budget Positive (Negative)
\$	2,531,534	\$ 7,603,810	\$ 10,391,731	\$ 8,448,431	\$ 844,621
	708,557	6,140,837	9,226,053	8,138,767	1,997,930
	-	314,514	473,380	518,381	203,867
	-	1,055,691	1,120,924	1,128,527	72,836
	<u>3,240,091</u>	<u>15,114,852</u>	<u>21,212,088</u>	<u>18,234,106</u>	<u>3,119,254</u>
	-	-	0	0	-
\$	<u>3,240,091</u>	<u>\$ 15,114,852</u>	<u>\$ 21,212,088</u>	<u>\$ 18,234,106</u>	<u>\$ 3,119,254</u>
\$	-	\$ 4,077,790	\$ 4,453,612	\$ 4,608,585	\$ 530,795
	-	-	-	-	-
	-	<u>4,077,790</u>	<u>4,453,612</u>	<u>4,608,585</u>	<u>530,795</u>
\$	-	\$ 1,353,064	\$ 1,394,889	\$ 1,344,229	\$ (8,835)
	-	46,331	53,975	53,975	7,644
	-	-	-	-	-
	-	<u>1,399,395</u>	<u>1,448,864</u>	<u>1,398,204</u>	<u>(1,191)</u>
\$	<u>3,240,091</u>	<u>\$ 20,592,037</u>	<u>\$ 27,114,564</u>	<u>\$ 24,240,895</u>	<u>\$ 3,648,858</u>

Reconciliation from budgetary
basis (modified accrual) to full accrual:

Total modified accrual expenditures \$ 20,592,037

Reconciling Items:

Capital outlay (3,240,091)

Principal retirement -

Depreciation and amortization 1,859,687

Expenses not requiring current resources (41,722)

Interest expense (46,331)

Transfers -

Total full accrual operating expenses \$ 19,123,580

CITY OF DUNCANVILLE **INTERNAL SERVICE FUNDS**

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 purchasing computers, servers and other information technology equipment.

Comprehensive Self-Insurance Fund – This fund accounts 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

INTERNAL SERVICE FUNDS

COMBINING STATEMENT OF NET POSITION SEPTEMBER 30, 2022

	<u>Fleet Replacement</u>	<u>Info Tech Replacement</u>	<u>Comprehensive Self-Insurance</u>	<u>Total</u>
ASSETS				
Cash and investments	\$ 2,396,642	\$ 272,088	\$ 809,048	\$ 3,477,778
Accrued interest and other	-	-	-	-
Due from other funds	-	-	-	-
Prepaid items	-	-	20,036	20,036
Total current assets	<u>2,396,642</u>	<u>272,088</u>	<u>829,084</u>	<u>3,497,814</u>
Capital assets - equipment net of depreciation	270,781	-	-	270,781
Capital assets - vehicles net of depreciation	2,191,205	-	-	2,191,205
Total non-current assets	<u>2,461,986</u>	<u>-</u>	<u>-</u>	<u>2,461,986</u>
Total assets	<u>4,858,628</u>	<u>272,088</u>	<u>829,084</u>	<u>5,959,800</u>
LIABILITIES				
Accounts payable	45,440	45,421	16,415	107,276
Due to other funds	-	-	-	-
Accrued liabilities	-	-	134,393	134,393
Total liabilities	<u>45,440</u>	<u>45,421</u>	<u>150,808</u>	<u>241,669</u>
NET POSITION				
Net investment in capital assets	-	-	-	-
Unrestricted	4,813,188	226,667	678,276	5,718,131
Total net position	<u>\$ 4,813,188</u>	<u>\$ 226,667</u>	<u>\$ 678,276</u>	<u>\$ 5,718,131</u>

CITY OF DUNCANVILLE, TEXAS

**INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
OPERATING REVENUES				
Premiums and charges for services	\$ 890,892	\$ 252,016	\$ 467,652	\$ 1,610,560
Other	-	-	-	-
Total operating revenues	890,892	252,016	467,652	1,610,560
OPERATING EXPENSES				
Claims and provision	-	-	215,765	215,765
Equipment-not capitalized	(191,729)	252,310	-	60,581
Administrative and fiscal	-	-	336,534	336,534
Depreciation	832,261	-	-	832,261
Total operating expenses	640,532	252,310	552,299	1,445,141
OPERATING INCOME	250,360	(294)	(84,647)	165,419
NON-OPERATING REVENUES				
Transfers In	-	121,163	-	121,163
Interest income	2,073	-	-	2,073
Total non-operating revenues	2,073	121,163	-	123,236
CHANGE IN NET POSITION	252,433	120,869	(84,647)	288,655
TOTAL NET POSITION- BEGINNING	4,560,755	105,798	762,923	5,429,476
TOTAL NET POSITION- ENDING	\$ 4,813,188	\$ 226,667	\$ 678,276	\$ 5,718,131

CITY OF DUNCANVILLE, TEXAS

INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS FOR THE
YEAR ENDED SEPTEMBER 30, 2022

	Fleet Replacement	Info Tech Replacement	Comprehensive Self-Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES:				
Internal activity-receipts from other funds	\$ 890,892	\$ 252,016	\$ 467,652	\$ 1,610,560
Transfers In	-	-	-	-
Payments to suppliers	214,156	(206,889)	(608,418)	(601,151)
Other receipts	-	-	-	-
Net cash provided by (used in) operating activities	1,105,048	45,127	(140,766)	1,009,409
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Receipts from interfund borrowings	-	121,163	-	121,163
Payments from interfund borrowings	-	-	-	-
Net cash provided by noncapital financing activities	-	121,163	-	121,163
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Purchase of capital assets	(844,299)	-	-	(844,299)
Fixed asset and Depreciation variances balance should be zero	-	-	-	-
Receipts from insurance recovery of capital assets	-	-	4,964	4,964
Net cash provided by (used in) capital financing and related financing activities	(844,299)	-	4,964	(839,335)
CASH FLOWS FROM				
Interest received on investments	2,073	-	-	2,073
Net cash provided by investing activities	2,073	-	-	2,073
Net increase (decrease) in cash and cash equivalents	262,822	166,290	(135,802)	293,310
CASH AND INVESTMENTS, beginning of year	2,133,820	105,798	944,850	3,184,468
CASH AND INVESTMENTS, end of year	2,396,642	272,088	809,048	3,477,778
Reconciliation of operating income to net cash provided by operating activities:				
Operating income (loss)	250,360	(294)	(84,647)	165,419
Adjustments to reconcile operating income (loss) to net cash provided by operating activities				
Depreciation	832,261	-	-	832,261
Change in assets and liabilities-				
Prepaid items	-	-	-	-
Accounts and other payables	22,427	45,421	(56,119)	11,729
Total adjustments	854,688	45,421	(56,119)	843,990
Net cash provided by (used in) operating activities	\$ 1,105,048	\$ 45,127	\$ (140,766)	\$ 1,009,409

CITY OF DUNCANVILLE COMPONENT UNIT FUND FINANCIAL STATEMENTS

The only component unit of the City is the Duncanville Community and Economic Development Corporation (DCEDC). On January 21, 1995, a special election was held and voters approved two separate sales tax provisions, one of which was the adoption of an additional sales and use tax at the rate of ½% to be used for construction, renovation and operation of municipal buildings, acquisition and improvement of parks, promotion and expansion of manufacturing and industrial facilities, and other economic development purposes. As a result, the City created the DCEDC to administer these funds. The DCEDC was incorporated on April 28, 1995, as a nonprofit industrial development corporation under the Development Corporation Act of 1979 (Act). The DCEDC operates under a seven-member Board of Directors appointed by the City Council. Each of the directors should be a resident of the City. No more than four members can be City Council members, City officials, or City employees. The Corporation is organized exclusively to benefit and accomplish public purposes and to act on behalf of the City of Duncanville.

CITY OF DUNCANVILLE, TEXAS

DUNCANVILLE COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
BALANCE SHEET – FUND LEVEL
FOR THE YEAR ENDED SEPTEMBER 30, 2022

ASSETS

Cash and investments	\$	4,875,317
Receivables		554,523
Prepaid items		-
Total assets	\$	5,429,840

LIABILITIES AND FUND BALANCE

LIABILITIES:

Accounts payable		39,411
Accrued liabilities		10,210
Total liabilities		49,621

EQUITY:

Nonspendable- prepaid items		-
Restricted for economic development		5,380,219
Total fund balances		5,380,219
Total liabilities & fund balances	\$	5,429,840

CITY OF DUNCANVILLE, TEXAS

DUNCANVILLE COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

REVENUES

Sales tax	\$ 3,163,839
Investment income	<u>724</u>
Total revenues	<u>3,164,563</u>

EXPENDITURES

General government	512,688
Special purposes - promotional	1,658,854
Debt service-	
Principal bond retirement	-
Interest and fiscal charges	-
Total expenditures	<u>2,171,542</u>

Transfers	<u>(626,435)</u>
-----------	------------------

NET CHANGE IN FUND BALANCES	366,586
FUND BALANCES, beginning of year	<u>5,013,633</u>

FUND BALANCES, end of year	<u><u>\$ 5,380,219</u></u>
-----------------------------------	----------------------------

CITY OF DUNCANVILLE, TEXAS

**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO STATEMENT OF NET POSITION-
DUNCANVILLE COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

TOTAL FUND BALANCE- GOVERNMENTAL FUNDS	\$ 5,380,219
---	---------------------

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 not reported in the governmental funds balance sheet.	1,045,726
--	-----------

Deferred charges on refunding are not reported in the governmental funds	-
--	---

Interest payable on long-term debt does not require current financial resources. Therefore, interest payable is not reported as a liability in the governmental funds balance sheet.	-
--	---

Investments in joint ventures represent a financial asset not reported in governmental funds.	<u>(47,599)</u>
---	-----------------

Long term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds balance sheet.	<u>-</u>
---	----------

NET POSITION OF GOVERNMENTAL ACTIVITIES	<u>\$ 6,378,346</u>
--	----------------------------

CITY OF DUNCANVILLE, TEXAS

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES-
DUNCANVILLE COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

NET CHANGE IN FUND BALANCES- TOTAL GOVERNMENTAL FUNDS **\$ 366,586**

Amounts reported for governmental activities in the statement of activities are different because:

The net change in equity of the joint venture is not reported at the fund level; however it is reported at the government-wide level. (1,180)

Depreciation expense on capital assets is reported in the government-wide statement of activities and changes in net assets, but it does require the use of current financial resources. Therefore, depreciation expense is not reported as expenditure in governmental funds. (18,122)

Current year long-term debt principal payments on contractual obligations, bonds payable, and capital leases are expenditures in the fund financial statements but are shown as reductions in long-term debt in the government-wide financial statements. 472,908

Loss on early retirement of debt are expenditures in the fund financial statements when debt is issued but is amortized over the term of the bond in the government-wide financial statements. -

Prior year adjustment to reflect consolidation of internal fund activities in the governmental funds (588,397)

CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES **\$ 231,795**

Statistical Section

CITY OF DUNCANVILLE
STATISTICAL SECTION (UNAUDITED)

Tables in the statistical section present detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the overall financial health of the City of Duncanville.

STATISTICAL SECTION

Tables in the statistical section present detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the overall financial health of the City of Duncanville.

	<u>Page</u>
 Financial Trends - These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	
Schedule 1 - Net Assets by Component	113
Schedule 2 - Changes in Net Assets.....	114
Schedule 3 - Fund Balances, Government Funds.....	116
Schedule 4 - Changes in Fund Balances, Governmental Funds.....	117
 Revenue Capacity - These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	
Schedule 5 - Assessed Value and Estimated Actual Value of Taxable Property.....	118
Schedule 6 - Property Tax Rates - Direct and Overlapping Governments.....	119
Schedule 7 - Principal Property Taxpayers.....	120
Schedule 8 - Property Tax Levies and Collections.....	121
 Debt Capacity - 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.	
Schedule 9 - Ratios of Outstanding Debt by Type.....	122
Schedule 10 - Ratios of General Bonded Debt Outstanding	123
Schedule 11 - Direct and Overlapping Governmental Activities Debt.....	124
Schedule 12 - Legal Debt Margin Information.....	125
Schedule 13 - Pledged - Revenue Coverage.....	126
 Demographic and Economic Information - 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 the activities it performs.	
Schedule 14 - Demographics and Economic Statistics.....	127
Schedule 15 - Principal Employers.....	128
 Operating Information - 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 the activities it performs.	
Schedule 16 - Full-time Equivalent City Government Employees.....	129
Schedule 17 - Operating Indicators by Function /Program.....	130
Schedule 18 - Capital Asset Statistics by Function/Program.....	131

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year. The City implemented GASB Statement No. 34 for the year ending September 30, 2003. Schedules presenting government-wide information include information beginning in that year.

City of Duncanville

Schedule 1

**Net Assets by Component,
Last Ten Fiscal Years**
(accrual basis of accounting)
(Unaudited)

<u>Fiscal Year</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Governmental activities										
Net investment in capital assets	\$ 59,230,613	\$ 59,060,297	\$ 60,853,814	\$ 59,937,098	\$ 59,603,623	\$ 57,250,105	\$ 34,007,758	\$ 54,987,476	\$ 54,195,373	\$ 54,493,709
Restricted	1,595,501	1,921,073	2,022,810	2,766,937	3,619,861	4,478,493	28,118,603	6,599,995	6,970,162	8,233,351
Unrestricted	6,254,783	8,351,034	15,631,437	14,828,820	9,869,375	10,178,096	8,753,484	10,016,045	17,437,215	23,546,179
Total governmental activities net assets	<u>\$ 67,080,897</u>	<u>\$ 69,332,404</u>	<u>\$ 78,508,061</u>	<u>\$ 77,532,855</u>	<u>\$ 73,092,859</u>	<u>\$ 71,906,694</u>	<u>\$ 70,879,845</u>	<u>\$ 71,603,516</u>	<u>\$ 78,602,750</u>	<u>\$ 86,273,239</u>
Business-type activities										
Net investment in capital assets	\$ 27,099,050	\$ 27,375,652	\$ 28,576,505	\$ 30,923,909	\$ 35,548,641	\$ 35,605,438	\$ 37,354,472	\$ 42,172,911	\$ 45,041,387	\$ 46,768,084
Unrestricted	5,290,431	5,524,627	7,071,561	7,819,164	10,658,338	15,710,431	17,799,000	15,605,925	14,560,733	15,506,276
Total business-type activities net assets	<u>\$ 32,389,481</u>	<u>\$ 32,900,279</u>	<u>\$ 35,648,066</u>	<u>\$ 38,743,073</u>	<u>\$ 46,206,979</u>	<u>\$ 51,315,869</u>	<u>\$ 55,153,472</u>	<u>\$ 57,778,836</u>	<u>\$ 59,602,120</u>	<u>\$ 62,274,360</u>
Primary government										
Net investment in capital assets	\$ 86,329,663	\$ 86,435,949	\$ 89,430,319	\$ 90,861,007	\$ 95,152,264	\$ 92,855,543	\$ 71,362,230	\$ 97,160,388	\$ 99,236,760	\$ 101,261,793
Restricted	1,595,501	1,921,073	2,022,810	2,766,937	3,619,861	4,478,493	28,118,603	6,599,995	6,970,162	8,233,351
Unrestricted	11,545,214	13,875,661	22,702,998	22,647,984	20,527,713	25,888,527	26,552,484	25,621,969	31,997,948	39,052,455
Total primary government net assets	<u>\$ 99,470,378</u>	<u>\$ 102,232,683</u>	<u>\$ 114,156,127</u>	<u>\$ 116,275,928</u>	<u>\$ 119,299,838</u>	<u>\$ 123,222,563</u>	<u>\$ 126,033,317</u>	<u>\$ 129,382,352</u>	<u>\$ 138,204,870</u>	<u>\$ 148,547,599</u>

Source: City of Duncanville, Texas Annual Comprehensive Financial Reports

City of Duncanville

Schedule 2

Changes in Net Assets

Last Ten Fiscal Years

(accrual basis of accounting)

(Unaudited)

<u>Fiscal Year</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Expenses										
Governmental activities										
General government	\$ 2,823,031	\$ 3,131,175	\$ 3,623,458	\$ 3,606,949	\$ 4,102,626	\$ 4,317,744	\$ 4,238,401	\$ 3,784,617	\$ 4,323,173	\$ 3,622,947
Finance	1,124,285	1,973,904	1,785,134	2,313,589	2,514,951	2,189,441	2,018,321	1,524,072	1,275,515	1,196,680
Parks and Recreation	3,085,333	3,444,064	3,993,745	4,638,475	4,903,571	4,703,219	4,584,586	4,123,179	3,822,563	2,817,095
Police	7,860,277	8,206,843	8,510,868	9,072,992	10,664,821	9,583,619	10,484,426	10,525,006	10,154,245	11,872,410
Public works	5,771,096	5,913,817	6,229,076	7,380,159	8,496,495	8,669,083	8,830,835	9,048,741	7,950,616	7,497,327
Fire	5,142,744	5,420,014	5,414,580	6,437,830	8,126,333	7,094,174	7,944,523	7,148,111	6,394,166	6,864,129
Neighborhood and planning										1,070,690
Economic Development	1,200,096	1,087,047	1,683,374	300,000	300,000	300,000	300,000	50,000	-	-
Interest and fiscal charges	171,408	108,426	10,183	42,189	35,472	28,529	793,999	695,379	749,574	671,617
Total governmental activities expenses	<u>27,178,270</u>	<u>29,285,290</u>	<u>31,250,418</u>	<u>33,792,183</u>	<u>39,144,269</u>	<u>36,885,809</u>	<u>39,195,091</u>	<u>36,899,105</u>	<u>34,669,852</u>	<u>35,612,895</u>
Business-type activities										
Water	5,326,081	5,062,745	4,944,384	4,354,012	4,757,302	5,712,209	3,652,341	5,318,240	5,614,436	6,508,111
Wastewater	5,079,846	5,403,659	5,505,377	6,401,637	6,984,523	6,293,354	8,939,151	7,619,193	7,649,127	7,187,189
Solid waste	2,150,278	2,241,624	2,481,911	2,488,966	2,633,707	2,682,991	2,827,739	3,591,623	3,758,469	4,077,816
Sports facility	1,472,276	1,533,713	1,883,422	1,662,127	1,578,544	1,626,129	1,724,366	1,280,363	1,413,186	1,575,225
Total business-type activities expenses	<u>14,028,481</u>	<u>14,241,741</u>	<u>14,815,094</u>	<u>14,906,742</u>	<u>15,954,076</u>	<u>16,314,683</u>	<u>17,143,597</u>	<u>17,809,419</u>	<u>18,435,218</u>	<u>19,348,341</u>
Total primary government expenses	<u>\$ 41,206,751</u>	<u>\$ 43,527,031</u>	<u>\$ 46,065,512</u>	<u>\$ 48,698,925</u>	<u>\$ 55,098,345</u>	<u>\$ 53,200,492</u>	<u>\$ 56,338,688</u>	<u>\$ 54,708,524</u>	<u>\$ 53,105,070</u>	<u>\$ 54,961,236</u>
Program Revenues										
Governmental activities										
Charges for services										
General government	\$ 375,464	\$ 347,798	\$ 330,306	\$ 430,729	\$ 359,955	\$ 388,993	\$ 371,518	\$ 260,285	\$ 250,907	\$ 249,823
Community services	304,827	352,124	311,493	356,552	361,389	302,750	282,689	175,717	259,242	243,317
Police	1,560,386	2,990,850	3,059,268	3,241,775	3,249,015	2,989,143	2,400,204	580,191	559,978	479,897
Public works	1,654,026	1,056,842	1,053,115	967,758	1,196,582	1,058,873	1,152,973	1,361,779	1,550,234	1,383,343
Fire	448,258	663,756	1,036,582	994,287	668,762	609,942	660,909	759,170	1,155,306	1,071,428
Operating grants and contributions	305,858	332,777	838,435	392,198	1,317,404	792,205	737,901	1,739,935	2,162,428	2,943,316
Capital grants and contributions	276,132	120,370	32,770	-	-	30,000	69,522	120,370	59,963	972,375
Total governmental activities program revenues	<u>4,924,951</u>	<u>5,864,517</u>	<u>6,661,969</u>	<u>6,383,299</u>	<u>7,153,107</u>	<u>6,171,906</u>	<u>5,675,716</u>	<u>4,997,447</u>	<u>5,998,058</u>	<u>7,343,499</u>
Business-type activities										
Charges for services										
Water	6,626,079	7,196,268	7,355,794	7,481,511	8,850,933	9,024,571	8,418,787	8,233,015	7,806,210	9,154,562
Wastewater	4,850,198	5,845,767	6,953,623	8,453,828	9,513,439	9,967,610	9,827,083	9,380,468	9,154,999	9,589,679
Solid waste	2,505,516	2,549,226	2,695,374	2,778,684	2,768,875	3,174,451	3,199,130	4,055,491	4,181,018	4,147,161
Sports facility	695,758	837,532	1,025,216	1,002,465	1,099,703	1,245,091	1,343,370	699,169	1,177,233	1,296,301
Grants and contributions	-	533,850	630,284	631,171	2,874,738	538,650	536,550	533,850	537,800	-
Total business-type activities program revenues	<u>14,677,551</u>	<u>16,962,643</u>	<u>18,660,291</u>	<u>20,347,659</u>	<u>25,107,688</u>	<u>23,950,373</u>	<u>23,324,920</u>	<u>22,901,993</u>	<u>22,857,260</u>	<u>24,187,703</u>
Total primary government program revenues	<u>\$ 19,602,502</u>	<u>\$ 22,827,160</u>	<u>\$ 25,322,260</u>	<u>\$ 26,730,958</u>	<u>\$ 32,260,795</u>	<u>\$ 30,122,279</u>	<u>\$ 29,000,636</u>	<u>\$ 27,899,440</u>	<u>\$ 28,855,318</u>	<u>\$ 31,531,202</u>

City of Duncanville

Schedule 2

Changes in Net Assets
Last Ten Fiscal Years
(accrual basis of accounting)
(Unaudited)

<u>Fiscal Year</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Fiscal Year</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Net (Expense)/Revenue										
Governmental activities	\$ (22,253,319)	\$ (23,541,143)	\$ (24,588,449)	\$ (27,408,884)	\$ (31,991,162)	\$ (30,713,903)	\$ (33,519,375)	\$ (31,901,658)	\$ (28,671,794)	\$ (28,269,396)
Business-type activities	649,070	2,187,052	3,845,197	5,440,917	9,153,612	7,635,690	6,181,323	5,092,574	4,422,042	4,839,362
Total primary government net expense	<u>\$ (21,604,249)</u>	<u>\$ (21,354,091)</u>	<u>\$ (20,743,252)</u>	<u>\$ (21,967,967)</u>	<u>\$ (22,837,550)</u>	<u>\$ (23,078,213)</u>	<u>\$ (27,338,052)</u>	<u>\$ (26,809,084)</u>	<u>\$ (24,249,752)</u>	<u>\$ (23,430,034)</u>
General Revenues and Other Changes in Net Assets										
Governmental activities										
Taxes										
Ad valorem	12,091,581	12,496,952	13,133,399	13,852,373	14,950,153	15,950,016	17,341,616	18,820,530	20,733,113	19,917,548
Sales	7,781,695	8,921,000	6,708,126	7,018,201	7,496,586	8,131,839	8,032,275	7,756,944	8,839,187	9,617,539
Franchise	2,029,578	2,201,667	2,154,478	2,035,117	1,992,154	2,046,553	1,949,561	1,779,687	1,798,295	1,857,149
Mixed beverage	55,699	69,427	76,814	76,364	78,991	76,312	73,889	53,991	99,913	144,962
Hotel occupancy	470,710	542,191	626,022	779,253	742,865	752,063	808,374	667,185	848,912	843,213
Earnings on investments	41,495	34,171	36,008	71,906	155,386	400,917	1,049,084	849,876	303,622	264,430
Rentals and miscellaneous	127,578	89,362	505,479	230,398	380,867	418,247	660,004	64,596	415,466	2,235,287
Transfers	445,972	1,519,188	2,035,859	2,370,066	1,754,164	2,597,840	2,577,723	2,632,520	2,632,520	626,435
Total governmental activities	<u>23,044,308</u>	<u>25,873,958</u>	<u>25,276,185</u>	<u>26,433,678</u>	<u>27,551,166</u>	<u>30,373,787</u>	<u>32,492,526</u>	<u>32,625,329</u>	<u>35,671,028</u>	<u>35,506,563</u>
Business-type activities										
Earnings on investments	9,520	8,714	11,281	24,156	64,458	136,107	232,775	165,310	33,762	16,543
Rentals and miscellaneous	-	-	-	-	-	-	1,228	-	-	-
Transfers	(445,972)	(1,519,188)	(2,035,859)	(2,370,066)	(1,754,164)	(2,597,840)	(2,577,723)	(2,632,520)	(2,632,520)	(2,183,665)
Total business-type activities	<u>(436,452)</u>	<u>(1,510,474)</u>	<u>(2,024,578)</u>	<u>(2,345,910)</u>	<u>(1,689,706)</u>	<u>(2,461,733)</u>	<u>(2,343,720)</u>	<u>(2,467,210)</u>	<u>(2,598,758)</u>	<u>(2,167,122)</u>
Total primary government	<u>\$ 22,607,856</u>	<u>\$ 24,363,484</u>	<u>\$ 23,251,607</u>	<u>\$ 24,087,768</u>	<u>\$ 25,861,460</u>	<u>\$ 27,912,054</u>	<u>\$ 30,148,806</u>	<u>\$ 30,158,119</u>	<u>\$ 33,072,270</u>	<u>\$ 33,339,441</u>
Change in Net Assets										
Governmental activities	\$ 790,989	\$ 2,332,815	\$ 687,736	\$ (975,206)	\$ (4,439,996)	\$ (340,116)	\$ (1,026,849)	\$ 723,671	\$ 6,999,234	\$ 7,237,167
Business-type activities	212,618	676,578	1,820,619	3,095,007	7,463,906	5,173,957	3,837,603	2,625,364	1,823,284	2,672,240
Total primary government	<u>\$ 1,003,607</u>	<u>\$ 3,009,393</u>	<u>\$ 2,508,355</u>	<u>\$ 2,119,801</u>	<u>\$ 3,023,910</u>	<u>\$ 4,833,841</u>	<u>\$ 2,810,754</u>	<u>\$ 3,349,035</u>	<u>\$ 8,822,518</u>	<u>\$ 9,909,407</u>

Source: City of Duncanville, Texas Annual Comprehensive Financial Reports

City of Duncanville

Schedule 3

Fund Balances, Governmental Funds

Last Ten Fiscal Years

(modified accrual basis of accounting)

(Unaudited)

Fiscal Year

General Fund

Nonspendable

Assigned

Unassigned

Total general Fund

All Other Governmental Funds

Nonspendable

Restricted for:

Debt Service

Street Construction

Traffic Improvement and Safety

Community redevelopment

Promotion of Tourism and Convention and Hotel Industry

Maintenance and Construction of Drainage Projects

Public Safety, Cultural and Recreational Services

Court Technology and Security

Juvenile Case Management

Public Safety and Criminal Investigations

Park Construction

Capital Improvements

Unassigned

Total all other governmental funds

Source: City of Duncanville, Texas Annual Comprehensive Financial Reports

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General Fund										
Nonspendable	\$ 57,301	\$ 46,500	\$ 17,881	\$ 17,693	\$ 18,189	\$ 38,937	\$ 14,127	\$ 2,479	\$ 12,154	\$ -
Assigned	211,403	2,601,859	890,836	762,361	1,505,544	2,151,559	2,924,454	2,410,923	2,684,904	3,007,977
Unassigned	6,647,447	5,611,888	6,423,539	7,672,447	8,447,281	9,035,392	9,816,022	11,712,217	15,256,108	16,963,772
Total general Fund	<u>6,916,151</u>	<u>8,260,247</u>	<u>7,332,256</u>	<u>8,452,501</u>	<u>9,971,014</u>	<u>11,225,888</u>	<u>12,754,603</u>	<u>14,125,619</u>	<u>17,953,166</u>	<u>19,971,749</u>
All Other Governmental Funds										
Nonspendable	-	-	-	10,375	10,000	10,000	25,000	2,167	-	-
Restricted for:										
Debt Service	15,711	18,437	11,777	55,632	741	-	1,380,494	1,399,863	1,385,475	1,233,289
Street Construction	400,535	395,536	323,940	261,087	15,970	64,734	-	-	-	-
Traffic Improvement and Safety	133,317	371,641	718,311	774,147	978,533	948,949	878,255	-	-	-
Community redevelopment	59,491	221,617	-	214,298	150,000	196,642	236,867	257,667	353,279	411,997
Promotion of Tourism and Convention and Hotel Industry	143,671	206,187	260,930	692,936	1,143,355	1,405,330	1,908,138	2,246,018	2,731,474	3,336,430
Maintenance and Construction of Drainage Projects	167,217	211,118	206,204	551,340	701,048	980,820	1,057,200	1,055,413	1,125,664	1,598,060
Public Safety, Cultural and Recreational Services	90,892	84,053	108,579	104,314	94,517	197,416	166,967	214,298	168,033	573,757
Court Technology and Security	50,031	42,323	42,414	41,613	10,519	25,023	47,929	71,306	82,422	97,684
Juvenile Case Management	106,530	26,169	30,460	34,817	33,612	33,025	37,453	29,518	16,943	75,718
Public Safety and Criminal Investigations	372,925	225,953	119,849	114,545	352,378	304,764	379,304	707,247	605,082	389,119
Park Construction	25,228	21,043	21,042	21,042	21,043	21,043	21,043	21,043	21,043	5,241,043
Capital Improvements	45,664	115,433	191,081	171,096	118,145	300,747	22,035,287	21,362,061	20,186,130	13,832,672
Unassigned	-	-	(5,753)	(7,625)	-	(9,292)	-	-	-	66,162
Total all other governmental funds	<u>\$ 1,611,212</u>	<u>\$ 1,939,510</u>	<u>\$ 2,028,834</u>	<u>\$ 3,039,617</u>	<u>\$ 3,629,861</u>	<u>\$ 4,479,201</u>	<u>\$ 28,173,937</u>	<u>\$ 27,366,601</u>	<u>\$ 26,675,545</u>	<u>\$ 26,855,931</u>
	\$ 8,527,363	\$ 10,199,757	\$ 9,361,090	\$ 11,492,118	\$ 13,600,875	\$ 15,705,089	\$ 40,928,540	\$ 41,492,220	\$ 44,628,711	\$ 46,827,680

City of Duncanville

Schedule 4

Changes in Fund Balances, Governmental Funds,
Last Ten Fiscal Years(modified accrual)
(Unaudited)

Fiscal Year	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues										
Taxes -										
Ad valorem	\$ 12,106,610	\$ 12,543,053	\$ 13,072,527	\$ 13,855,551	\$ 14,955,408	\$ 15,945,254	\$ 17,321,566	\$ 18,848,812	\$ 20,689,375	\$ 19,946,027
Sales	7,781,695	8,921,000	6,708,126	7,018,201	7,496,586	8,131,839	8,032,275	7,756,944	8,839,187	9,617,539
Franchise	2,029,578	2,201,667	2,154,478	2,035,117	1,992,154	2,046,553	1,949,561	1,779,687	1,798,295	1,857,149
Mixed beverage	55,699	69,427	76,814	76,364	78,991	76,312	73,889	53,991	99,913	144,962
Hotel	470,710	542,191	626,022	779,253	742,865	752,063	808,374	667,185	848,912	843,213
Licenses, permits and fees	2,857,356	3,772,542	4,091,744	4,328,804	4,241,962	4,018,615	3,344,032	2,297,123	2,406,832	2,520,343
Fines and forfeitures	992,086	806,923	902,852	786,919	899,601	658,169	927,697	491,802	501,262	551,227
Recreation fees	304,747	351,804	311,423	356,522	361,369	302,730	282,639	175,697	259,202	243,317
Intergovernmental	768,770	492,774	788,229	343,306	1,088,303	701,493	586,596	1,523,914	2,010,349	2,726,592
Investment income	34,494	29,702	31,211	62,851	140,113	359,326	943,193	814,887	278,709	245,814
Rental and other	529,044	495,436	670,591	847,873	896,257	869,069	1,107,770	855,234	745,265	824,284
Total revenues	\$ 27,930,789	\$ 30,226,519	\$ 29,434,017	\$ 30,490,761	\$ 32,893,609	\$ 33,861,423	\$ 35,377,592	\$ 35,265,276	\$ 38,477,301	\$ 39,520,467
Expenditures										
General government/ finance/ non-departmental	4,047,063	4,882,164	4,800,190	5,115,379	5,326,751	5,948,949	5,448,719	4,927,893	5,489,870	5,939,618
Police	8,073,234	8,532,830	8,835,565	8,284,538	8,793,884	9,243,825	9,418,926	9,933,774	10,987,553	11,725,741
Fire	5,188,988	5,579,037	5,796,381	5,815,818	6,398,771	6,682,207	6,950,805	6,776,637	6,738,421	7,273,901
Public works	4,040,216	4,335,905	4,722,458	5,533,241	6,185,787	6,972,155	6,837,409	7,436,570	6,879,343	6,458,988
Parks and recreation	2,740,534	3,135,435	3,562,965	3,879,442	3,871,097	4,023,086	3,731,638	3,434,571	3,643,975	2,828,954
Neighborhood and Planning										1,070,690
Special purposes - promotional	567,107	811,333	2,037,870	412,331	300,000	331,388	333,376	50,648	-	-
Capital outlay	513,789	956,712	2,317,717	1,673,066	1,208,201	913,210	1,384,951	3,052,655	2,508,808	3,231,288
Debt service										
Principal retirement	1,408,474	1,181,546	888,574	198,034	204,742	211,700	218,869	566,288	953,978	755,000
Interest and fiscal charges	635,868	658,349	598,580	42,194	35,486	28,529	380,237	1,155,082	770,382	727,256
Total expenditures	\$ 27,215,273	\$ 30,073,311	\$ 33,560,300	\$ 30,954,043	\$ 32,324,719	\$ 34,355,049	\$ 34,704,930	\$ 37,334,118	\$ 37,972,330	\$ 40,011,436
Excess of revenues over (under) expenditures	715,516	153,208	(4,126,283)	(463,282)	568,890	(493,626)	672,662	(2,068,842)	504,971	(490,969)
Other Financing Sources (Uses)										
Transfers in	1,881,116	2,649,638	2,871,257	3,880,497	4,078,393	4,417,079	2,860,724	3,204,360	3,121,098	10,140,631
Issuance of Debt	-	-	1,483,374	-	-	-	21,973,063	-	-	-
Transfers out	(1,435,144)	(1,130,450)	(835,398)	(1,510,431)	(2,324,229)	(1,819,239)	(283,001)	(571,840)	(488,578)	(7,451,694)
Total other financing sources (uses)	445,972	1,519,188	3,519,233	2,370,066	1,754,164	2,597,840	24,550,786	2,632,520	2,632,520	2,688,937
Net change in fund balances	\$ 1,161,488	\$ 1,672,396	\$ (607,050)	\$ 1,906,784	\$ 2,323,054	\$ 2,104,214	\$ 25,223,448	\$ 563,678	\$ 3,137,491	\$ 2,197,968
Total capital outlay capitalized per the government wide statement of net assets	\$ 513,789	\$ 956,712	\$ 2,317,717	\$ 1,673,066	\$ 1,208,201	\$ 913,210	\$ 1,384,951	\$ 3,052,655	\$ 2,508,808	\$ 3,231,288
Debt service as a percentage of noncapital expenditures	7.7%	6.3%	4.8%	0.8%	0.8%	0.7%	1.8%	5.0%	4.5%	4.0%

Source: City of Duncanville, Texas Annual Comprehensive Financial Reports

City of Duncanville

Schedule 5

Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(Unaudited)

Fiscal Year Ended Sept. 30,	Assessed and Actual Value of Property (1)			Total Assessed Value	Less: Tax- Exempt Property (2)	Total Taxable Assessed Value	Total City Tax Rate (3)
	Residential Property	Commercial Property	Business Personal Property				
2012	1,212,618,690	499,612,540	164,697,890	1,876,929,120	189,403,075	1,687,526,045	0.738
2013	1,180,335,930	503,244,490	148,117,410	1,831,697,830	204,976,176	1,626,721,654	0.738
2014	1,161,200,140	518,946,930	174,909,740	1,855,056,810	214,082,393	1,640,974,417	0.758
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	0.749
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	

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

Schedule 6

**Property Tax Rates -
Direct and Overlapping Governments
(Per \$100 Assessed Valuation)
Last Ten Fiscal Years
(Unaudited)**

Fiscal Year Ended Sept. 30,	City of Duncanville			Overlapping Rates (1)				
	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)
2013	0.658269	0.079423	0.737692	1.430000	0.243100	0.009937	0.271000	0.119375
2014	0.691189	0.067258	0.758447	1.410000	0.243100	0.010000	0.276000	0.124700
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

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

SCHEDULE 7

PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND TEN YEARS AGO
(Unaudited)

Taxpayer / Company Name	2022			2013		
	Taxable Assessed Value	Rank	Percent of Total Taxable Assessed Valuation (a)	Taxable Assessed Value	Rank	Percent of Total Taxable Assessed Valuation (a)
TMIF 800 Link LP (800 Link Dr. Apts - Formerly Wimberly Park LP)	\$ 41,591,000	1	1.66%	7,355,440	9	0.45%
Cabinetworks Group Michigan LLC	34,003,340	2	1.36%			
G & E Apartment Reit - Bella Ruscello	29,500,000	3	1.18%	14,720,000	4	0.90%
WR Senior Living (Champions Cove)	21,850,000	4	0.87%			0.00%
C H Guenther & Son Inc. (Pioneer Frozen Foods)	21,845,210	5	0.87%	17,431,350	3	1.07%
TCH Duncanville Road LLC	21,119,000	6	0.84%			
Costco Wholesale Corp	20,556,570	7	0.82%	18,547,480	2	1.14%
1303 Main Gardens LP (formerly AGM Main Park LP)	19,880,000	8	0.79%	7,889,440	7	0.48%
Masco Builder Cabinet Group	18,142,270	9	0.72%	41,069,160	1	2.52%
Duncanville Meadows LLC	16,774,600	10	0.67%			
Oncor Electric Delivery				9,496,720	5	0.58%
Apple Nine Spe Duncanville Inc				7,729,630	8	0.48%
Southwestern Bell/Cingular SBC Communications Inc.				9,176,680	6	0.56%
Frankel Family Trust - Wimberly Apts LP				7,099,050	10	0.44%
Total	\$ 245,261,990		9.79%	\$ 140,514,950		8.64%

Note:

(a) Total Taxable Value as of Oct. 1

\$ 2,538,540,507

\$ 1,626,721,654

Source: Dallas Central Appraisal District

City of Duncanville

Schedule 8

**Property Tax Levies and Collections,
Last Ten Fiscal Years**
(Unaudited)

Fiscal Year Ended Sept. 30,	Collected within the Fiscal Year of the Levy			Adjustment to Original Taxes Levied	Total Collections to Date		
	Original Taxes Levied for the Fiscal Year	Amount	Percentage of Levy		Collections in Subsequent Years (1)	Amount	Percentage of Adjusted Levy
2013	12,008,805	11,865,772	98.8%	29,896	149,985	12,015,757	99.8%
2014	12,455,448	12,190,388	97.9%	(59,245)	179,320	12,369,708	99.8%
2015	13,095,678	12,804,150	97.8%	(102,775)	142,015	12,946,165	99.6%
2016	13,762,665	13,606,997	98.9%	28,812	126,986	13,733,983	99.6%
2017	14,953,790	14,675,275	98.1%	(84,076)	145,968	14,821,244	99.7%
2018	15,767,037	15,637,061	99.2%	63,326	136,178	15,773,239	99.6%
2019	17,221,055	16,993,053	98.7%	(63,959)	88,146	17,081,199	99.6%
2020	18,632,220	18,483,867	99.2%	111,843	114,349	18,598,216	99.2%
2021	18,209,850	19,368,907	106.4%	1,319,950	11,803	19,380,710	99.2%
2022	19,653,479	19,676,298	100.1%	308,345	-	19,676,298	98.6%

Note:

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

Source: Dallas County Tax Assessor / Collector

City of Duncanville

Schedule 9

Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

Fiscal Year Ended Sept. 30,	Governmental Activities			Business-type Activities		Total Primary Government	Percentage of Personal Income (a)	Per Capita (b)
	General Obligation Bonds (d)	Certificate of Obligation Bonds	Loan Payable	Water and Sewer Revenue Bonds	General Obligation Bonds (d)			
2013		6,002,966		7,845,000	-	13,847,966	1.43%	358
2014		4,400,602		5,317,861	1,795,000	11,513,463	1.22%	291
2015			1,353,381	4,930,000	1,470,000	7,753,381	0.80%	198
2016			1,155,342		5,712,023	6,867,365	0.71%	175
2017			950,586		4,930,301	5,880,887	0.56%	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	2.46%	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

Note 1: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

- (a) See Schedule 14 for personal income data.
- (b) See Schedule 14 for population data.
- (c) Information not available
- (d) Amount includes deferred premium on bonds

Source: City of Duncanville, Texas Annual Comprehensive Financial Reports

City of Duncanville

Schedule 10

**Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years**
(Unaudited)

Fiscal Year Ended Sept. 30,	General Bonded Debt Outstanding			Percentage of Actual Taxable Value of Property (1)	Per Capita (2)
	General Obligation Bonds	Certificate of Obligation Bonds	Total		
2013	-	6,002,966	6,002,966	0.37%	155
2014	1,795,000	4,400,602	6,195,602	0.38%	156
2015	1,470,000	-	1,470,000	0.09%	37
2016	5,712,023	-	5,712,023	0.32%	146
2017	4,930,301	-	4,930,301	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	-	24,235,183	0.97%	595
2021	22,941,559	-	22,941,559	0.90%	574
2022	21,597,933	-	21,597,933	0.77%	535

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See Schedule 5 for property value data.

(2) See Schedule 14 for personal income and population data.

Source: City of Duncanville, Texas Annual Comprehensive Financial Reports

City of Duncanville

Schedule 11

Direct and Overlapping Governmental Activities Debt
As of September 30, 2021
(Unaudited)

<u>Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Estimated Percentage Applicable</u>	<u>Estimated Share of Overlapping Debt</u>
Debt repaid with property taxes			
Duncanville Independent School District	\$ 185,141,653	44.77%	\$ 82,887,918
Dallas County	116,665,000	0.86%	1,003,319
Dallas County Community College District	166,750,000	0.86%	1,434,050
Dallas County School	16,679,652	0.86%	143,445
Dallas County Hospital District	569,352,358	0.86%	4,896,430
Cedar Hill Independent School District	94,215,189	0.21%	197,852
Dallas Independent School District	3,057,052,834	0.00%	-
Subtotal, overlapping debt			<u>\$ 90,563,014</u>
City direct debt			<u>19,936,243</u>
Total direct and overlapping debt			<u><u>\$ 110,499,257</u></u>

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

Schedule 12

Legal Debt Margin Information

As of September 30, 2022

(Unaudited)

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, 2022 is \$.700000 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

Schedule 13

Pledged-Revenue Coverage
Last Ten Fiscal Years
(Unaudited)

Fiscal Year Ended Sept. 30,	Operating Revenue and Other (a)	Less: Operating Expense (b)	Net Available Revenue	Debt Service (c)		Coverage
				Principal	Interest	
Water and Sewer Bonds						
2013	11,485,273	9,408,360	2,076,913	320,000	57,941	5.5
2014	13,050,607	9,609,547	3,441,060	325,000	37,044	9.5
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	-	-	-

Notes:

- (a) Includes operating and nonoperating revenues.
- (b) Includes operating expenses exclusive of depreciation and amortization.
- (c) Includes principal and interest of revenue bonds only. Principal and interest amounts are the amounts due within one year of fiscal year end.

Source: City of Duncanville, Texas Annual Comprehensive Financial Reports

City of Duncanville

Schedule 14

Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

Page 139 of 145

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	
2013	38,628	968,288,076	25,067	52,795	13,249	12,600	7.20%	(c)
2014	39,605	941,846,505	23,781	56,818	13,132	12,600	4.60%	(c)
2015	39,221	972,543,662	24,822	56,002	13,434	13,074	3.90%	(a)
2016	39,224	973,618,128	24,822	56,002	13,434	12,945	3.90%	(a)
2017	40,594	1,051,262,818	25,897	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	1,047,286,048	25,576	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%	(e)
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)

Sources: (a) ESRI
(b) Duncanville Independent School District CAFR
(c) Texas Workforce Commission(Data Link) 2005-2014
(d) Information is not available
(e) Texas Workforce Commission as of November 2020 for DFW

City of Duncanville

Schedule 15

**Principal Employers
Current Year and Ten Years Ago
(Unaudited)**

Employer	2022			2013		
	Employees (2)	Rank	Percent of Total Employment (a)	Employees (2)	Rank	Percent of Total Employment (a)
Duncanville Independent School District	1600	1	8.63%	1,600	1	8.62%
Cabinetworks (formerly Masco Cabinets)	706	2	3.81%	706	2	3.80%
City of Duncanville	335	3	1.81%	292	3	1.57%
Pioneer Frozen Foods	176	4	0.95%	176	4	0.95%
Automann Texas	157	5	0.85%			
Costco Wholesale	145	6	0.78%	145	5	0.78%
DeFords	130	7		130	6	0.70%
Pappadeaux	125	8	0.67%	125	7	0.67%
W&B Service Company	100	9		100	8	0.54%
Freedom Dodge Chrysler Jeep	75	10	0.40%	75	9	0.40%
Personalized Communications				70	10	0.38%
Total	<u>3,549</u>		<u>17.90%</u>	<u>3,419</u>		<u>18.43%</u>

Note:

(a) Total City Employment (1)

18,543

18,555

Sources:

(1) ESRI BIS

(2) Duncanville Community Economic Development Corporation

Hightlighted: needs to be updated. Major Employer count - not updated

City of Duncanville, Texas

Schedule 16

Full-time Equivalent City Government Employees
Last Ten Fiscal Years
(unaudited)

<u>Fiscal Year</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
By Functions										
General Government	31.50	34.10	35.69	36.13	37.00	37.32	37.14	37.64	36.33	41.69
Fire Services	51.30	52.30	54.33	54.33	54.30	54.25	55.00	55.00	55.00	56.00
Neighborhood & Code Services										14.00
Police Services (Civil)	58.00	57.99	59.98	60.00	60.00	60.00	60.00	60.00	60.00	62.00
Police Services (Non-Civil)	19.00	18.90	18.90	19.07	18.70	18.91	18.74	18.00	13.79	14.80
Public Works	35.50	36.50	39.50	34.50	35.50	41.00	44.00	43.00	43.00	39.21
Library Services	12.00	12.00	12.00	12.00	11.70	11.97	11.35	12.00	11.65	11.43
Parks and Recreation	41.60	43.66	55.65	60.25	58.60	58.66	54.54	53.92	47.05	40.72
Water and Wastewater	19.50	21.50	20.50	23.50	23.50	23.00	22.00	23.00	23.00	22.50
Total Employees by Function	268.40	276.95	296.55	299.78	299.30	305.11	302.77	302.56	289.82	302.35
By Departments										
General Government	18.50	20.00	20.50	21.00	21.70	21.15	21.99	23.64	23.80	27.88
Finance	24.00	25.10	25.19	25.13	25.00	24.50	24.50	24.00	22.00	22.00
Neighborhood Services										14.00
Parks and Recreation	41.60	43.20	55.65	60.25	58.60	59.48	54.54	53.92	47.05	40.72
Police (Civil)	58.00	58.00	59.98	60.00	60.00	60.00	60.00	60.00	60.00	62.00
Police (Non-Civil)	19.00	18.90	18.90	19.07	18.70	18.91	18.74	18.00	13.79	14.80
Public Works	27.00	27.50	34.50	34.50	31.50	41.00	43.00	43.00	43.00	41.21
Utilities	28.00	30.50	25.50	23.50	27.50	23.00	23.00	23.00	23.00	20.50
Fire (Civil)	51.30	49.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00
Fire (Non Civil)		3.30	3.33	3.33	3.25	3.25	4.00	4.00	4.00	5.00
Economic Development	1.00	1.50	2.00	2.00	2.00	2.82	2.00	2.00	2.18	3.24
Total Employees by Department	268.40	277.00	296.55	299.78	299.25	305.11	302.77	302.56	289.82	302.35
By Fund										
General	214.90	230.39	230.82	231.55	230.70	239.35	240.58	244.54	234.24	244.75
Utility	32.50	24.50	33.50	33.50	33.50	33.00	32.00	32.00	32.00	32.50
Hotel/Motel	0.00	0.00	0.00	0.00	0.00	0.30	0.30	0.30	0.30	0.30
Economic Development	1.00	1.50	3.42	3.38	3.80	2.82	2.54	2.32	1.88	4.03
Grant	2.10	2.10	2.10	2.10	4.10	3.42	2.04	1.40	1.00	1.00
Camp Fund			1.53	1.38	0.60	0.00	0.00	0.00	0.00	0.00
Drainage	3.50	4.00	4.00	4.00	4.00	4.00	3.50	3.50	3.50	4.00
Solid Waste	2.00	2.00	4.00	4.00	4.00	4.00	5.00	5.00	5.00	5.00
Traffic Administration	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
Juvenile Case Manager	0.00	0.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Fieldhouse	11.40	11.50	15.68	18.37	17.10	16.72	16.31	13.00	11.40	10.27
Total Employees by Fund	268.40	276.99	296.55	299.78	299.30	305.11	302.77	302.56	289.82	302.35

Source: City of Duncanville, Texas Annual Budgets

Operating Indicators By Function/Program
Last Ten Fiscal Years

(unaudited)

Fiscal Years

Function/Program

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General Government										
Building Permits Issued	225	938	725	388	445	1,349	1,667	2,083	4,299	3641
Police										
Criminal Arrests	1,828	1,880	1,845	1,964	1,465	1,173	1,281	650	783	858
Index Crimes per 1,000 Population	48	49	47	50	33	38	33	27.79	27.2	32
Fire										
Total Calls for Service (Fire & EMS)	5,660	4,783	5,400	5,904	6,671	6,688	6,887	7,295	7,388	7,124
Total Structural Inspections	1,465	1,264	1,370	1,200	1,153	1,008	977	811	690	572
Public Services										
Utility Cuts Repaired	230	202	235	320	320	191	164	115	150	17
Sidewalk Repaired (Square Feet)	750	6,121	7,500	7,500	3,740	8,320	33,297	29,702	10,358	1,464
Parks and Recreation										
Program Participation Hours	15,000	15,000	15,000	15,000	2,979	6,893	4,693	637	1,237	NA
Number of Annual Passes Sold	863	900	1,000	1,000	2,477	1,926	686	1,338	1,120	NA
Library										
Volumes in Collection	108,401	107,117	108,000	118,553	97,126	98,551	100,000	107,331	108,104	98,718
Total Volumes Borrowed	140,692	130,296	142,000	110,000	101,969	121,118	102,578	45,223	50,963	53,781
Water/Wastewater										
Water Main Breaks	30	30	15	31	32	17	27	45	22	25
Number of Gallons of Water Pumped (000s)	1,943,000	1,998,292	1,746,000	1,745,900	1,500,643	1,500,643	1,592,391	1,613,147	1,692,569	1,870,000
Average Daily Consumption (MGD)	5.70	5.40	5.75	6.25	4.41	4.00	4.36	4.41	4.64	5.12
Miles of Sewer Mains Cleaned	28.00	2.11	65.00	110.00	138.48	144.45	52.15	1.39	60.89	316.32

Source: City of Duncanville, Texas Annual Budgets in prior years.

City of Duncanville, Texas

Schedule 18

Capital Asset Statistics by Function/Program

Last Ten Fiscal Years

(unaudited)

Fiscal Year	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Function/Program										
Public Safety										
Emergency Vehicles (Police & Fire)	31	31	31	31	33	33	34	34	34	34
Public Works										
Streets - Paved (Miles)	156.05	156.05	156.05	156.05	156.05	156.05	156.05	156.05	156.05	156.05
Alleys - Paved (Miles)	36.11	36.81	36.81	36.81	36.81	36.09	36.09	36.09	36.09	36.09
Traffic Signals	34	34	36	36	36	36	36	36	37	37
Street Signs	1,966	1,966	1,966	1,966	1,966	1,966	1,966	1,966	1,966	1,966
Regulatory & Non-regulatory Signs	10,014	10,034	10,044	10,059	10,096	10,029	10,059	10,080	10,212	10,212
Non-Emergency Vehicles	82	82	87	89	112	103	107	107	107	111
Parks and Recreation										
Park Acres	239.0	239.0	244.0	244.0	244.0	244.0	244.0	244.0	244.0	244.0
Playgrounds	13	13	13	13	13	13	13	13	13	13
Total Athletic Facilities Maintained	54	54	55	55	55	55	55	55	55	55
Water/Wastewater										
Miles of Water Mains *	190.05	190.05	190.00	197.52	197.52	189.48	191.00	191.00	310.62	311.31
Fire Hydrants	1,373	1,373	1,428	1,428	1,365	1,363	1,363	1,425	1,425	1,434
Sanitary Sewer Lines (Miles)	153.67	153.67	153.67	154.95	154.95		154.95	154.95	161.74	162.11
Sanitary Sewer Laterals (Miles)	77.35	77.35	77.35	77.35	77.35		77.35	77.35	77.35	77.35

Source: City of Duncanville, Texas Annual Budgets





STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map, as heretofore amended, by revoking a Special Use Permit "SUP" for the use Religious Institution (Ordinance No. 2134) on property currently zoned as Commercial District located at 310 East Red Bird Lane.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Nathan Warren, Director of Planning and Zoning

BACKGROUND/HISTORY:

Project Scope

In an effort to maintain the zoning map, city staff is seeking to rescind a Specific Use Permit "SUP" (Ordinance No. 2134) for the use *Religious Institution* on the property located at 310 East Red Bird Lane. On February 15, 2011, the City Council issued a SUP to allow the 1.749-acre site to operate as a Religious Institution. The property is zoned Commercial. The use *Place of Worship* is permitted by right in that zoning district.

Planning and Zoning Commission Action

On Monday, February 12, 2024, the Planning and Zoning Commission approved the item by a vote of 5 to 0.

POLICY EXPLANATION:

Notification

Twelve (12) notices were sent out for this public hearing. As of this writing, no responses have been received in favor of, or in opposition to, the request. Letters will be received until Tuesday, April 2, 2024, to fulfill legal requirements for a written formal protest to the City Council.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Legal Advertisement](#)

[Attachment 2 - Area of Request Maps](#)

[Attachment 3 - Ordinance No. 2134](#)

[Attachment 4 - Letters to Property Owners Buffer Map and Responses](#)

[Attachment 5 - List of Property Owners](#)

[Duncanville.ZORD No. 2508 revoking SUP 310 East Red Bird Lane](#)

Advertise 1 time - By January 24

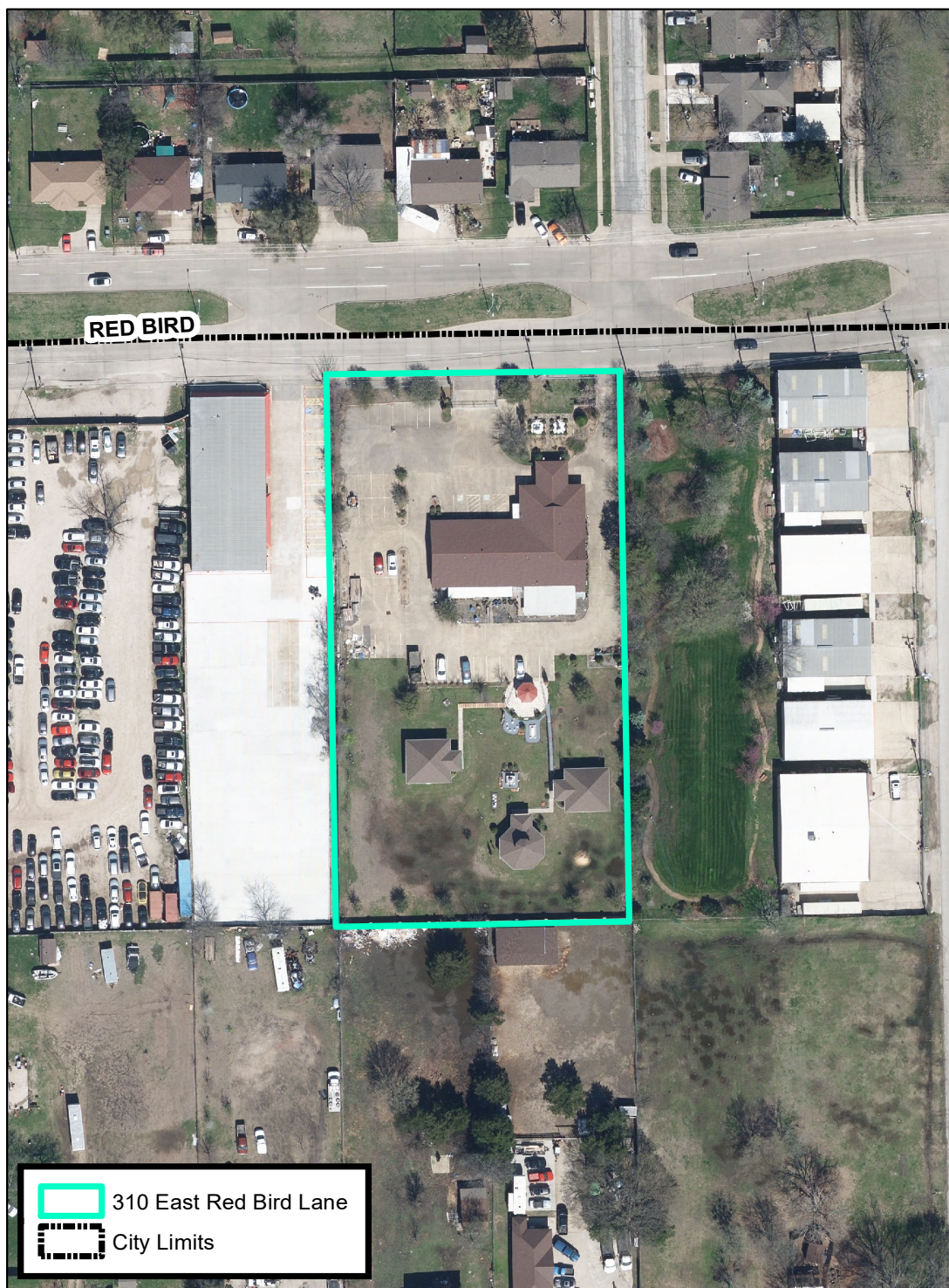
NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2024-05

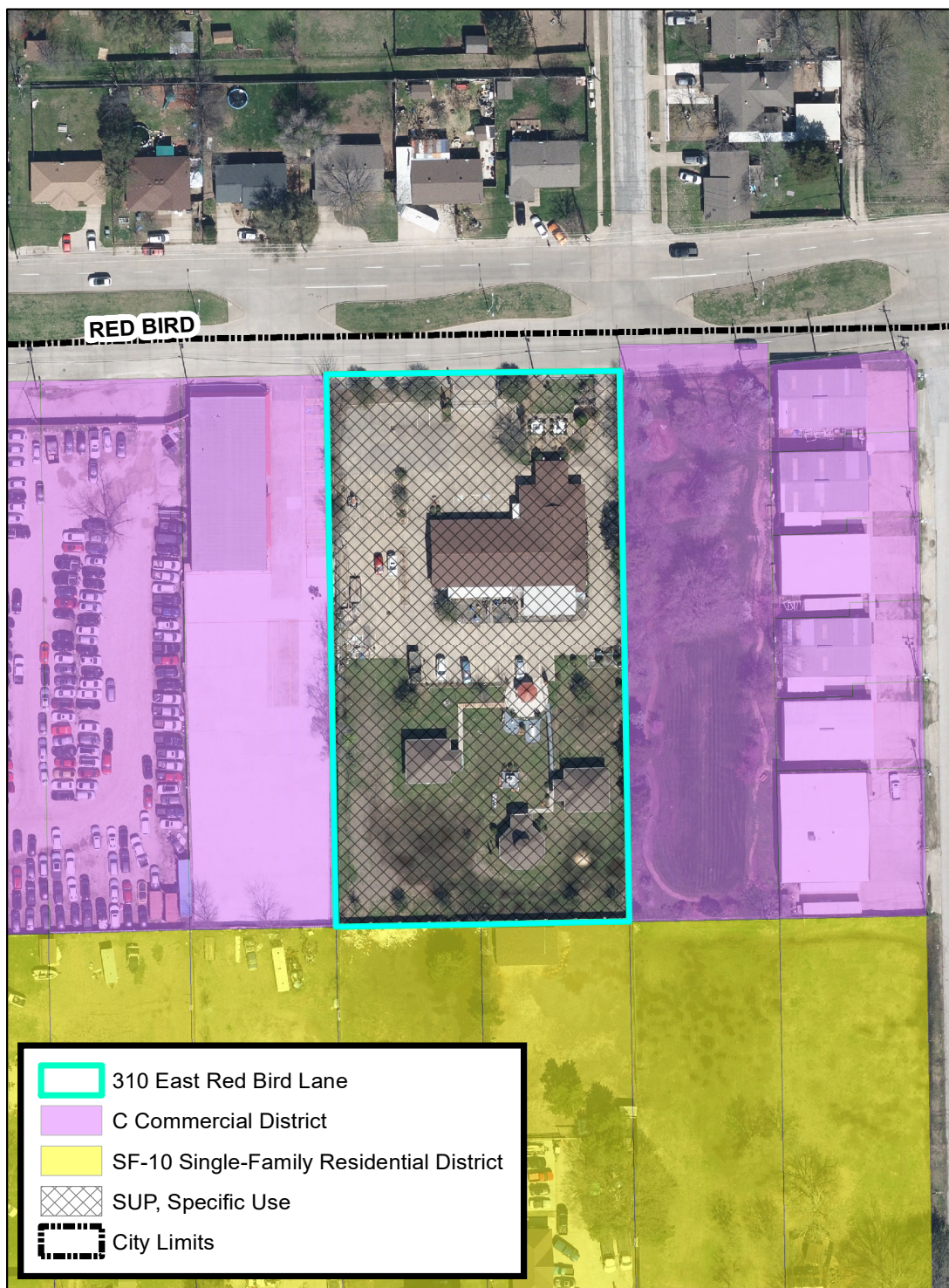
A public hearing will be held before the Planning and Zoning Commission on Monday, February 12, 2024, at 7:00 p.m., and before City Council on Tuesday, March 5, 2024, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville, Applicant, to rescind an existing Specific Use Permit (Ord. No. 2134) for the use of Religious Institution, classified within Duncanville's Comprehensive Zoning Ordinance as "Place of Worship", on Woodhaven Replat, Blk 3, Lt 17A, ACS 1.749, more commonly known as 310 East Red Bird Lane, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Chiquita Taylor, or to Nathan Warren, Director of Planning and Zoning, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Chiquita Taylor
City Secretary

Nathan Warren
Director of Planning and Zoning





ORDINANCE NO. 2134

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, TO AMEND THE EXISTING "C-2" HEAVY COMMERCIAL ZONING, TO GRANT A SPECIAL USE PERMIT FOR A RELIGIOUS INSTITUTION ON PROPERTY DESCRIBED AS LOTS 17 AND 18, BLOCK 3, WOODHAVEN ADDITION, AND COMMONLY KNOWN AS 310 EAST RED BIRD LANE IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING SPECIAL CONDITIONS; PROVIDING FOR THE APPROVAL OF THE SITE PLAN AND THE FLOOR PLAN, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS B AND C, RESPECTIVELY; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein; Now, Therefore,

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be and the same are hereby amended to amend the existing "C-2" Heavy Commercial zoning, to grant a Special Use Permit for a religious institution on property described as Lots 17 and 18, Block 3, Woodhaven Addition, and commonly known as 310 East Red Bird Lane in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit A, which is attached hereto and incorporated herein (the "Property").

SECTION 2. That the above-described Property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, subject to the following special conditions:

1. That the property shall be used and developed in accordance with the approved site plan, which is attached hereto and incorporated herein as Exhibit B.
2. That the property shall be developed and used in compliance with all federal, state, and city regulations for building codes, fire codes, and accessibility, including, but not limited to, parking lot modifications required to comply with handicap parking regulations.
3. That the property shall be replatted with Lots 17 and 18, Block 3, Woodhaven Addition platted into one (1) lot.
4. That the minimum number of required parking spaces dedicated to this use shall be forty-four (44) spaces. All paving shall be concrete in compliance with applicable City Codes, Ordinances and Regulations.
5. That the property shall be developed and used to conform to Chapter 12, Article XVII, Tree Preservation.
6. That the property shall be developed and used to conform to Appendix A, Article XIV-E, Landscape Requirements, including irrigation and freeze/rain sensors.
7. That the Special Use Permit shall be expire on the third (3rd) anniversary of its effective date, with three (3) additional five (5) year renewal periods as outlined in the Code of Ordinances, Appendix A, Article XII-B, Section 2(6).
8. That the living quarters shall be limited to the Living Area and for no more than four (4) clerics as shown on the approved floor plan attached hereto as Exhibit "C" and made a part hereof for all purposes.
9. That no bell or public call to worship is permitted.
10. That if installed, parking lot constant lighting shall be turned off after 11:00 p.m. to 7:00 a.m., except motion or lighting in the entrance may be maintained during any twenty-four (24) hour period.

SECTION 3. That the Site Plan and Floor Plan, which are attached hereto and incorporated herein as Exhibits B and C, be and the same are hereby approved.

SECTION 4. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 5. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

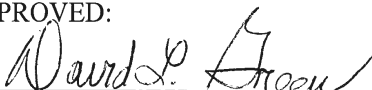
SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided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

SECTION 7. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 15th day of February, 2011.

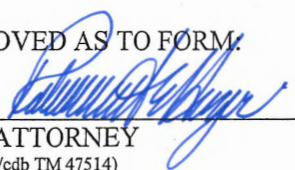
APPROVED:


MAYOR

ATTEST:


CITY SECRETARY

APPROVED AS TO FORM:



CITY ATTORNEY

(REH/cdb TM 47514)

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land located in the A. Bledsoe Survey, Abstract No. 112, City of Duncanville, Dallas County, Texas, according to the deed recorded in Instrument No. 201100002610, of the Deed Records of Dallas County, Texas, and being a part Lot 17 and Lot 18, Block 3, Woodhaven Addition, according to the Plat thereof recorded in Volume 12, Page 287, of the Plat Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set at the southeast corner of said Lot 18, the southwest corner of Lot 19, of said Block 3, the northwest corner of Lot 22 of said Block 3, and the northeast corner of Lot 23, said Block 3;

THENCE North 90 degrees 00 minutes 00 seconds West along and with the common south line of said Lots 17 and 18 and the north line of said Lots 23 and Lot 24, of said Block 3, for a distance of 200.00 feet to a 5/8 inch iron rod found at the southwest corner of said Lot 17, the southeast corner of Lot 16 of said Block 3, and northwest corner of said Lot 24 and the northeast corner of Lot 25 of said Block 3;

THENCE North 00 degrees 27 minutes 48 seconds East along and with the common line of said Lot 17 and said Lot 16, for a distance of 381.00 feet to a 5/8 inch iron rod found at the southwest corner of that certain tract of land described in right of way deed to the City of Duncanville, recorded in Volume 95209, Page 2108, Deed Records, Dallas County, Texas, being the new south right-of-way line of East Red Bird Lane (variable with right-of-way);

THENCE South 90 degrees 00 minutes 00 seconds East, along and with the south right-of-way line of said East Red Bird Lane, for a distance of 200.00 feet to a 5/8 inch iron rod set in the east line of said Lot 18 and in the west line of said Lot 19;

THENCE South 00 degrees 27 minutes 48 seconds West along and with the common line of said Lots 18 and 19, for a distance of 381.00 feet to the POINT OF BEGINNING and containing 76,198 square feet or 1.749 acres of land more or less.

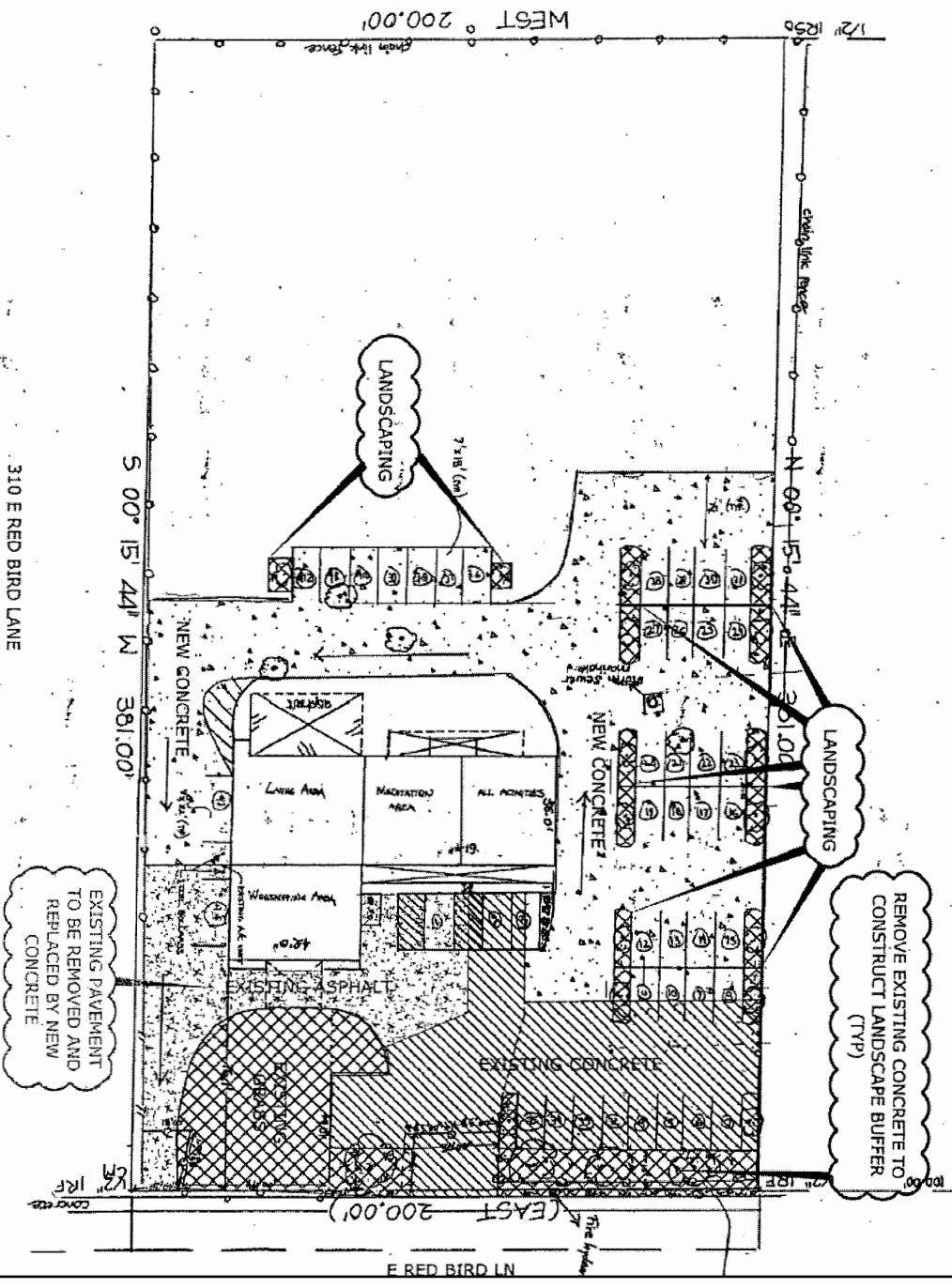
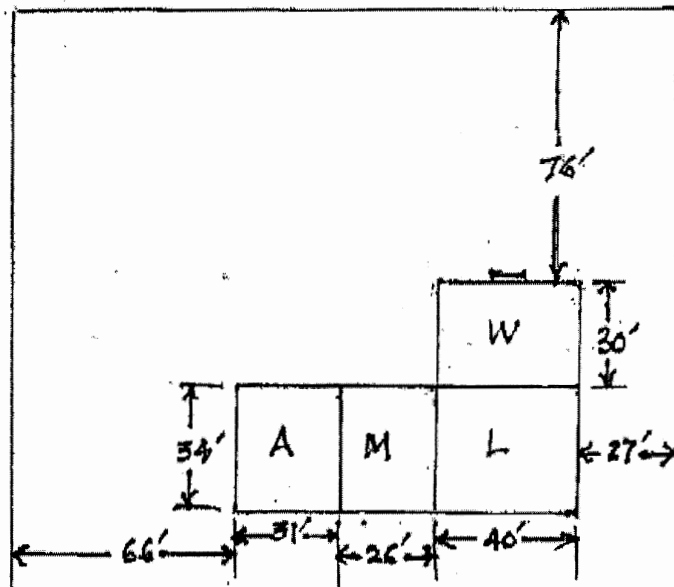
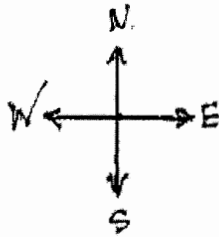


EXHIBIT "C"



W = Worshipping area
 L = Living area
 M = Meditation area
 A : All activities

Lot size : 1.749 Acres

SCALE : 1" = 40'

City of Duncanville
 Planning Division
 103 E. Wheatland Rd., Duncanville, TX 75116
 P. O. Box 380280, Duncanville, TX 75138-0280
 (p) 972-780-5057, 972-707-3878
 (e) planningandzoning@duncanvilletx.gov



February 2, 2024

Zoning File: **2024-05**

Dear Property Owner:

The City of Duncanville, Applicant, is requesting to **rescind an existing Specific Use Permit (Ord. No. 2134)** for the use of Religious Institution, classified within Duncanville's **Comprehensive Zoning Ordinance as "Place of Worship"** on Woodhaven Replat, Blk 3, Lt 17A, ACS 1.749, more commonly known as **310 East Red Bird Lane**, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for this zoning request for this particular public hearing. Please refer to the enclosed map that indicates which property is being requested to have an existing Specific Use Permit rescinded.

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request. If you oppose the zoning request, however, the attached survey must be completed and returned by **March 5, 2024**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or to the Director of Planning and Zoning, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email planningandzoning@duncanvilletx.gov stating your position. You are encouraged to participate in the public hearing and offer comments.

Please reach out to me directly at (972) 780-5057 with any questions pertaining to this request.

Sincerely,

Nathan Warren

Nathan Warren
 Director of Planning and Zoning

Enclosures

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov



Febrero 2, 2024

Archivo de zonificación: **2024-05**

Estimado propietario:

La Ciudad De Duncanville, solicitante, está solicitando **rescindir un Permiso de Uso Especifico (Ordenanza No. 2134) para el Uso de Institución Religiosa, clasificado dentro de la Ordenanza de Zonificación Integral De Duncanville como "Lugar de Adoración"** en Woodhaven Replat, Blk 3, Lt 17A, ACS 1.749, más comúnmente conocido como **310 East Red Bird Lane**, en la ciudad de Duncanville, condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para esta solicitud de zonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica a qué propiedad se le solicita la rescisión de un Permiso de Uso Especifico existente.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Febrero de 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Marzo de 2024, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud propuesta. Sin embargo, si se opone la solicitud zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Marzo de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Chiquita Taylor, o al Director de Planificación y Zonificación, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico planningandzoning@duncanvilletx.gov indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Por favor de comunicarse conmigo directamente al (972) 780-5057 con cualquier pregunta relacionada con esta solicitud.

Sinceramente

Nathan Warren

Nathan Warren
Director de Planificación y Zonificación

Recintos

203 E. Wheatland Road | Duncanville, Texas 75116 | 972.780.5000 P | 972.780.5077 F | duncanvilletx.gov

The following form may be filled out and mailed to:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Case No. 2024-05 The City of Duncanville, Applicant, is requesting to **rescind an existing Specific Use Permit (Ord. No. 2134)** for the use of Religious Institution, classified within Duncanville's **Comprehensive Zoning Ordinance as "Place of Worship"** on Woodhaven Replat, Blk 3, LT 17A, ACS 1.1749, more commonly known as **310 East Red Bird Lane**, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning request.

NOTE: The purpose of the request is to **rescind an existing Specific Use Permit**

You have been sent this notice since your property is within the 200-foot notification area of the property being requested to rescind an existing Specific Use Permit. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request.

If you oppose the request, however, the attached survey must be completed and returned by **March 5, 2024**, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor of granting the zoning request.***

_____ ***Not in favor of granting the zoning request.***

My reasons are as follows:

1).

2).

3).

Printed Name: _____

Address: _____

Signature: _____

Date: ____

El siguiente formulario puede ser llenado y enviado por correo a:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Caso No. 2024-05 La Ciudad De Duncanville, solicitante, está solicitando **rescindir un Permiso de Uso Específico (Ordenanza No. 2134) para el Uso de Institución Religiosa, clasificado dentro de la Ordenanza de Zonificación Integral De Duncanville como “Lugar de Adoración”** en Woodhaven Replat, Blk 3, Lt 17A, ACS 1.749, más comúnmente conocido como **310 East Red Bird Lane**, en la ciudad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre la solicitud de zonificación.

NOTA: El propósito de la solicitud es para **rescindir el Permiso de Uso Específico existente**.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para una solicitud de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Febrero 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Marzo de 2024, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Marzo de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ **A favor** de conceder la solicitud de *zonificación*.

_____ **No a favor** de otorgar la solicitud de *zonificación*.

Mis razones son las siguientes:

1).

2).

3).

Nombre
impreso: _____

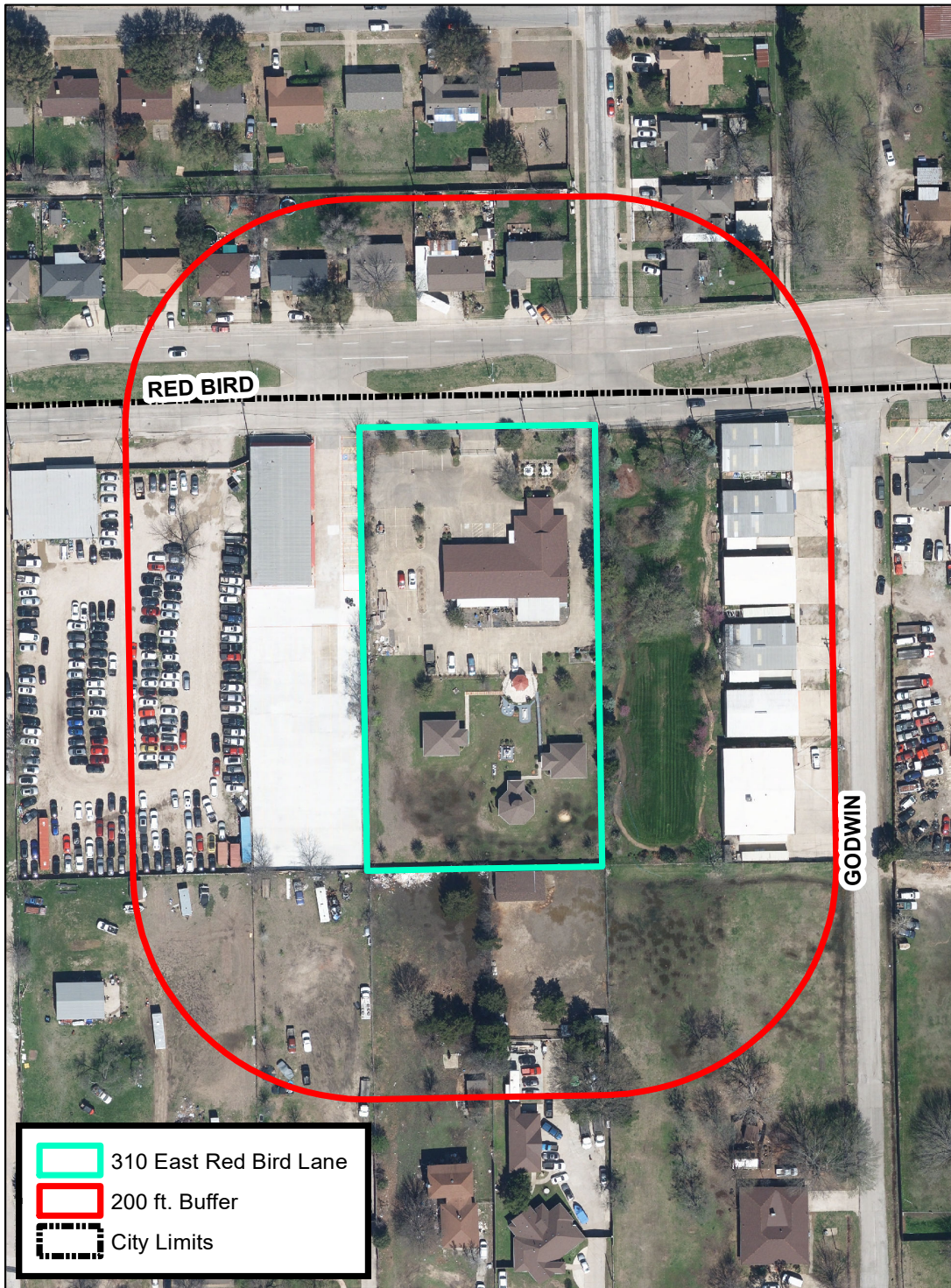
Dirección: _____

Firma: _____

Fecha: ____

Purpose for this request: Remove the existing Specific Use Permit to operate as a Place of Worship. The existing use is now permitted by right and no longer requires a Specific Use Permit. The existing tenant may continue to operate as is.

Objeto de esta solicitud: Eliminar el Permiso de Uso Específico existente para operar como Lugar de Adoración. El uso existente ahora está permitido por derecho y ya no requiere un Permiso de Uso Específico. El inquilino existente puede continuar operando como está.



KARIMI LLC
2920 CARLISLE ST APT 1604
DALLAS, TEXAS 752040069
302 E RED BIRD LN

WILEY CORLESS W
PO BOX 382120
DUNCANVILLE, TEXAS 751382120
1423 GODWIN LN

~~QMD HOLDING LLC
P O BOX 382120
DUNCANVILLE, TEXAS 751382120
1427 GODWIN LN~~

~~QMD HOLDING LLC
PO BOX 382120
DUNCANVILLE, TEXAS 751382120
1431 GODWIN LN~~

~~QMD HOLDING LLC
PO BOX 382120
DUNCANVILLE, TEXAS 751382120
1435 GODWIN LN~~

QMD HOLDING LLC
PO BOX 382120
DUNCANVILLE, TEXAS 751382120
1439 GODWIN LN

CARDOZA OSCAR G JR
303 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162441
227 WOODHAVEN BLVD

CARDOZA OSCAR &
303 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162441
303 WOODHAVEN BLVD

ALANIS VICTOR & JACOBO NORMA
307 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162441
307 WOODHAVEN BLVD

FUERTE YOEL
315 WOODHAVEN
DUNCANVILLE, TEXAS 751162441
315 WOODHAVEN BLVD

GUTIERREZ JAVIER PADILLA
317 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162441
317 WOODHAVEN BLVD

319 WOODHAVEN LLC
P O BOX 382120
DUNCANVILLE, TEXAS 751382120
319 WOODHAVEN BLVD

DEAN ROSA CANDIDA
323 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162441
323 WOODHAVEN BLVD

~~WILEY CORLESS W JR
PO BOX 382120
DUNCANVILLE, TEXAS 751382120
1419 GODWIN LN~~

~~QMD HOLDING LLC
PO BOX 382120
DUNCANVILLE, TEXAS 751382120
314 E RED BIRD LN~~

MAITREYA BUDDHA MEDITATION CENTER
310 E RED BIRD LN
DUNCANVILLE, TEXAS 751162420
310 E RED BIRD LN

~~ADMA HOLDINGS LLC
1028 E SH 121
LEWISVILLE, TEXAS 750574403
218 E RED BIRD LN~~

ADMA HOLDINGS LLC
1028 E SH 121
LEWISVILLE, TEXAS 750574403
214 E RED BIRD LN

12 notices mailed

ORDINANCE NO. 2508

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY REVOKING A SPECIFIC USE PERMIT "SUP" FOR RELIGIOUS INSTITUTION ON PROPERTY ZONED AS COMMERCIAL DISTRICT AND DESCRIBED AS WOODHAVEN REPLAT, BLOCK 3, LOT 17A, ACS 1.749, MORE COMMONLY KNOWN AS 310 EAST RED BIRD LANE, DUNCANVILLE, DALLAS COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended by revoking a Specific Use Permit for religious institution on property zoned as Commercial District and described as Woodhaven Replat, Block 3, Lot 17A, ACS 1.749, more commonly known as 310 East Red Bird Lane, Duncanville, Dallas County, Texas.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance.

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

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

This ordinance shall be effective from and after the day of its passage as provided by law by the City Council of the City of Duncanville, Texas, on the 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map, as heretofore amended, by revoking a Special Use Permit "SUP" for Barber School (Ordinance No. 2354) on property currently zoned as Local Office/Retail District located at 1210 South Main Street.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Nathan Warren, Director of Planning and Zoning

BACKGROUND/HISTORY:

Project Scope

In an effort to maintain the zoning map, city staff is seeking to rescind a Specific Use Permit "SUP" (Ordinance No. 2354) for the use *Barber School* on the property located at 1210 South Main Street. On November 20, 2018, the City Council issued a SUP to allow the subject site to operate as a Barber School. The property is zoned Local Office/Retail District. The use *School, Business, Trade, or Vocational* is permitted by right in that zoning district.

POLICY EXPLANATION:

Notification

Seventeen (17) notices were sent out for this public hearing. As of this writing, no responses have been received in favor of, or in opposition to, the request. Letters will be received until Tuesday, April 2, 2024, to fulfill legal requirements for a written formal protest to the City Council.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Legal Advertisement](#)

[Attachment 2 - Area of Request Maps](#)

[Attachment 3 - Ordinance No. 2354](#)

[Attachment 4 - Letters to Property Owners Buffer Maps Responses](#)

[Attachment 5 - List of Property Owners](#)

[Duncanville.ZORD No. 2510 revoking SUP 1210 South Main](#)

Advertise 1 time - By January 24

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2024-04

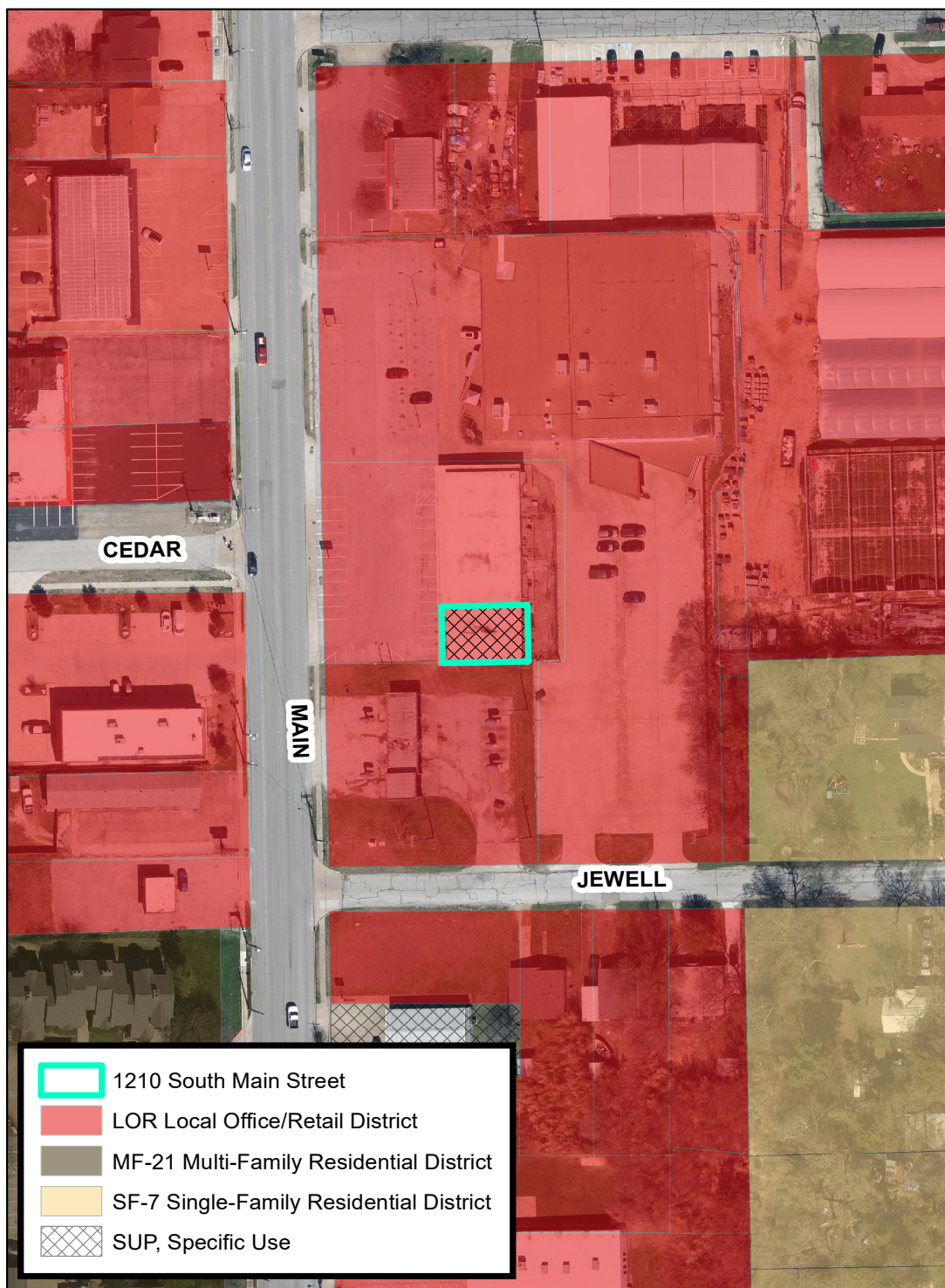
A public hearing will be held before the Planning and Zoning Commission on Monday, February 12, 2024, at 7:00 p.m., and before City Council on Tuesday, March 5, 2024, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville, Applicant, to rescind an existing Specific Use Permit (Ord. No. 2354) for the use of Barber School, classified within Duncanville's Comprehensive Zoning Ordinance as "School, Business, Trade, or Vocational", on Cathey Rev, Blk A, Lt 3, ACS 0.5255, more commonly known as 1210 South Main Street, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Chiquita Taylor, or to Nathan Warren, Director of Planning and Zoning, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Chiquita Taylor
City Secretary

Nathan Warren
Director of Planning and Zoning





ORDINANCE NO. 2354

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE "MU-1" MIXED USE-1 ZONING TO INCLUDE A "SU" SPECIFIC USE PERMIT TO ALLOW A BARBER SCHOOL ON A PORTION OF CATHEY ADDITION REVISED, LOT 3, BLOCK A, APPROXIMATELY 0.5235 ACRES, MORE COMMONLY KNOWN 1210 SOUTH MAIN STREET, IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE SITE PLAN AND FLOORPLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS "B" AND "C"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended the existing "MU-1" Mixed Use 1 zoning to include a "SU" Specific Use Permit to allow a Barber School on a portion of Cathey Addition Revised, Lot 3, Block A, approximately 0.5235 acres, more commonly known as 1210 S Main Street, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", Exhibit "B", and Exhibit "C", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with the site plan, Exhibit B, floorplan, Exhibit C, as special conditions and as amended herein, subject to the following additional special conditions:

1. Property shall be developed in accordance with the site plan and floor plan, which are attached hereto as Exhibit B and Exhibit C, respectively, and are incorporated herein as special conditions.
2. Property shall meet all city, state, and federal regulations for building and fire codes, and accessibility.
3. A shared parking agreement established between the subject property owner (1210 S. Main) and the adjacent property owner (1114 S. Main) shall remain in perpetuity to ensure the parking requirement is met. The city must be notified of any changes/dissolution of the parking agreement.
4. The barber school and instructor/operator must obtain and maintain appropriate state license under the Texas Occupation Code and applicable regulations.
5. The Specific Use Permit shall expire five (5) years from the effective date.

SECTION 3. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

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

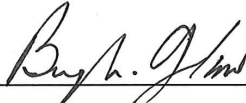
SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided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

SECTION 6. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

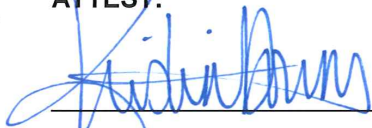
DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of November, 2018.

APPROVED:



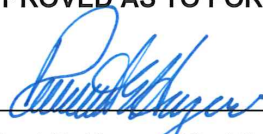
Barry L. Gordon, Mayor

ATTEST:



Kristin Downs, City Secretary

APPROVED AS TO FORM:



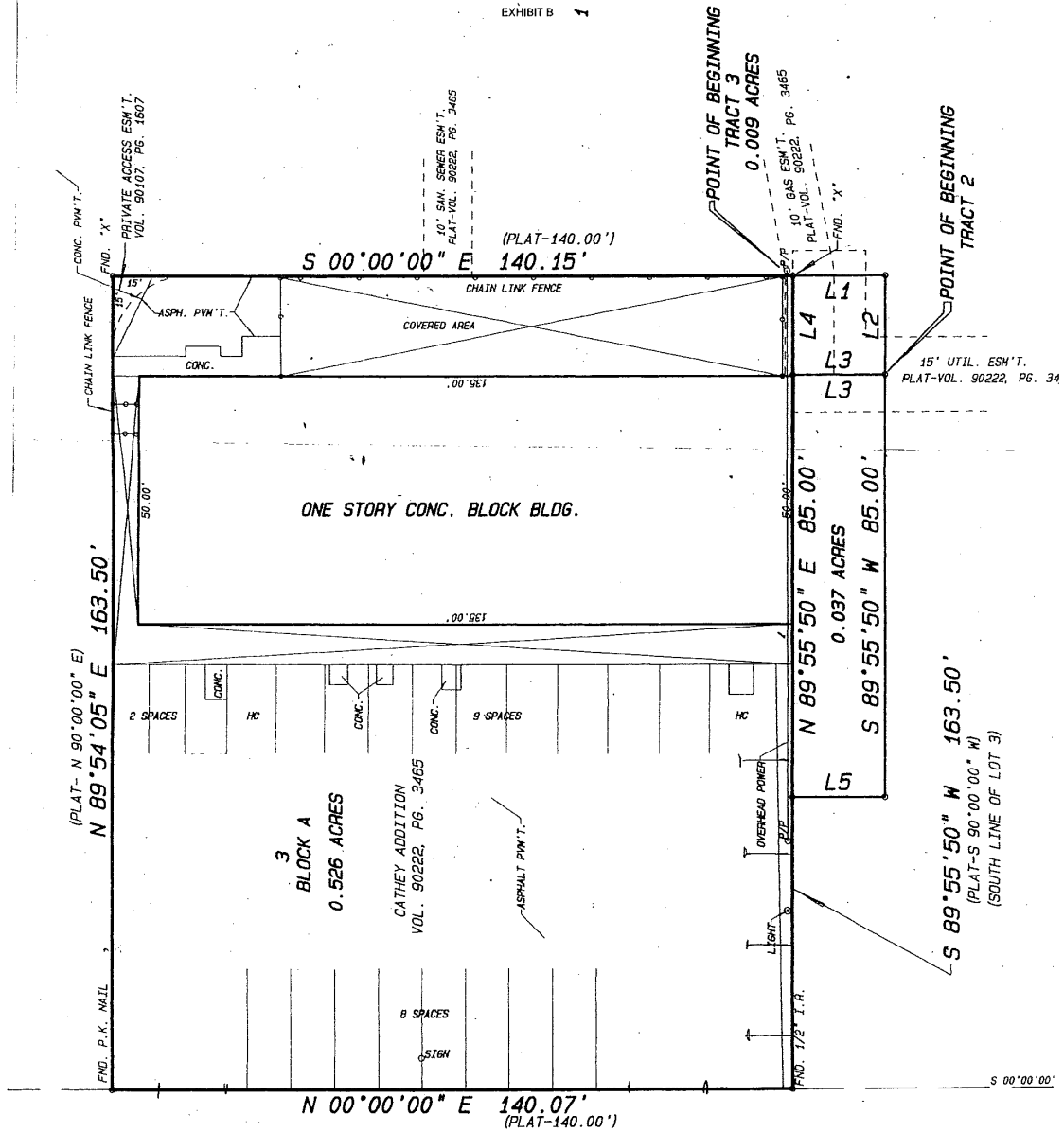
Robert E. Hager, City Attorney



EXHIBIT "A"

LEGAL DESCRIPTION

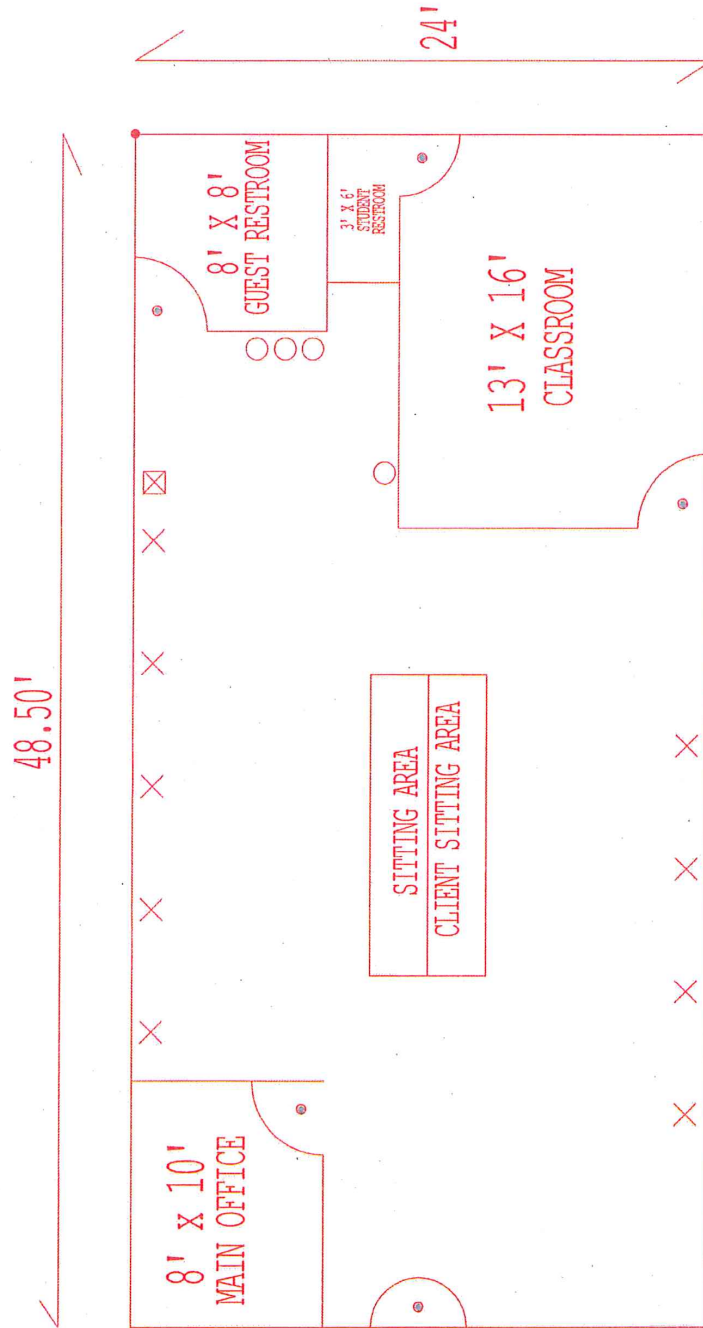
Being a 0.034-acre portion of a lot, tract, or parcel of land recorded as Lot 3, Block A, Cathey Addition Revised, Duncanville, Texas, approximately 0.5235-acres, as recorded in Volume 90222, Page 3465, Plat Records, Dallas County Texas, more commonly known 1210 S. Main Street.



1120 South Main
Duncanville
Parking layout

S. MAIN STREET

EXHIBIT C



TEXAS FAEZ
BARBER COLLEGE

1210 S. MAIN St
DUNCANVILLE, TX 75116

0.10 ft

City of Duncanville
 Planning Division
 103 E. Wheatland Rd., Duncanville, TX 75116
 P. O. Box 380280, Duncanville, TX 75138-0280
 (p) 972-780-5057, 972-707-3878
 (e) planningandzoning@duncanvilletx.gov



February 2, 2024

Zoning File: **2024-04**

Dear Property Owner:

The City of Duncanville, Applicant, is requesting to **rescind an existing Specific Use Permit (Ord. No. 2354)** for the use of Barber School, classified within Duncanville's **Comprehensive Zoning Ordinance as "School, Business, Trade, or Vocational"** on Cathey Rev, Blk A, Lt 3, ACS 0.5255, more commonly known as **1210 South Main Street**, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for this zoning request for this particular public hearing. Please refer to the enclosed map that indicates which property is being requested to have an existing Specific Use Permit rescinded.

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request. If you oppose the zoning request, however, the attached survey must be completed and returned by **March 5, 2024**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or to the Director of Planning and Zoning, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email planningandzoning@duncanvilletx.gov stating your position. You are encouraged to participate in the public hearing and offer comments.

Please reach out to me directly at (972) 780-5057 with any questions pertaining to this request.

Sincerely,

Nathan Warren

Nathan Warren
 Director of Planning and Zoning

Enclosures

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov



Febrero 2, 2024

Archivo de zonificación: **2024-04**

Estimado propietario:

La Ciudad De Duncanville, solicitante, está solicitando **rescindir un Permiso de Uso Especifico (Ordenanza No. 2354) para el Uso de Escuela de Barbero, clasificado dentro de la Ordenanza de Zonificación Integral De Duncanville como "Escuela, Negocio, Comercio, o Vocacional"** en Cathey Rev, Blk A, Lt 3, ACS 0.5255, más comúnmente conocido como **1210 South Main Street**, en la ciudad de Duncanville, condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para esta solicitud de zonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica a qué propiedad se le solicita la rescisión de un Permiso de Uso Especifico existente.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Febrero de 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Marzo de 2024, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud propuesta. Sin embargo, si se opone la solicitud zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Marzo de 2024**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Chiquita Taylor, o al Director de Planificación y Zonificación, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico planningandzoning@duncanvilletx.gov indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Por favor de comunicarse conmigo directamente al (972) 780-5057 con cualquier pregunta relacionada con esta solicitud.

Sinceramente

Nathan Warren

Nathan Warren
Director de Planificación y Zonificación

Recintos

203 E. Wheatland Road | Duncanville, Texas 75116 | 972.780.5000 P | 972.780.5077 F | duncanvilletx.gov

The following form may be filled out and mailed to:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Case No. 2024-04 The City of Duncanville, Applicant, is requesting to **rescind an existing Specific Use Permit (Ord. No. 2354)** for the use of Barber School, classified within Duncanville's **Comprehensive Zoning Ordinance as "School, Business, Trade, or Vocational"** on Cathey Rev, Blk A, Lt 3, ACS 0.5255, more commonly known as **1210 South Main Street**, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning request.

NOTE: The purpose of the request is to **rescind an existing Specific Use Permit**

You have been sent this notice since your property is within the 200-foot notification area of the property being requested to rescind an existing Specific Use Permit. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request.

If you oppose the request, however, the attached survey must be completed and returned by **March 5, 2024**, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor of granting the zoning request.***

_____ ***Not in favor of granting the zoning request.***

My reasons are as follows:

1).

2).

3).

Printed Name: _____

Address: _____

Signature: _____

Date: ____

El siguiente formulario puede ser llenado y enviado por correo a:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Caso No. 2024-04 La Cuidad De Duncanville, solicitante, está solicitando **rescindir un Permiso de Uso Específico (Ordenanza No. 2354) para el Uso de Escuela de Barbero, clasificado dentro de la Ordenanza de Zonificación Integral De Duncanville como “Escuela, Negocio, Comercio, o Vocacional”** en Cathey Rev, Blk A, Lt 3, ACS 0.5255, más comúnmente conocido como **1210 South Main Street**, en la ciudad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre la solicitud de zonificación.

NOTA: El propósito de la solicitud es para **rescindir el Permiso de Uso Específico existente**.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para una solicitud de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Febrero 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Marzo de 2024, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Marzo de 2024**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ **A favor** de conceder la solicitud de *zonificación*.

_____ **No a favor** de otorgar la solicitud de *zonificación*.

Mis razones son las siguientes:

1).

2).

3).

Nombre
impreso: _____

Dirección: _____

Firma: _____

Fecha: ____

Purpose for this request: Remove the existing Specific Use Permit to operate as a "School, Business, Trade, or Vocational". The existing use is now permitted by right and no longer requires a Specific Use Permit. The existing tenant may continue to operate as is.

Objeto de esta solicitud: Eliminar el Permiso de Uso Específico existente para operar como "Escuela, Negocio, Comercio, o Vocacional". El uso existente ahora está permitido por derecho y ya no requiere un Permiso de Uso Específico. El inquilino existente puede continuar operando como está.



B & F REAL ESTATE INVESTMENTS LLC
1106 S MAIN ST
DUNCANVILLE, TEXAS 751373202
1106 S MAIN ST

SEPULVEDA RAY ROY & VENDA LOU
SEPULVEDA
511 CORONADO LN
DUNCANVILLE, TEXAS 751373049
1120 S MAIN ST

COX FARMS NURSERY LLC
1401 SAGEWOOD DRIVE
DESOTO, TEXAS 751157711
114 AZALEA LN

~~COX FARMS NURSERY LLC
1401 SAGEWOOD DRIVE
DESOTO, TEXAS 751157711
110 AZALEA LN~~

~~COX FARMS NURSERY LLC
1401 SAGEWOOD DRIVE
DESOTO, TEXAS 751157711
106 AZALEA LN~~

1303 MAIN GARDENS LP % HARBOR GROUP
INTERNATIONAL LLC
999 WATERSIDE DR STE 2300
NORFOLK, VIRGINIA 235103324
1303 S MAIN ST

WALTON WILLIE & MARCY
919 KENSINGTON DR
DUNCANVILLE, TEXAS 751372139
1306 S MAIN ST

IVAHNEKO VICTOR & BARBARA J IVAHNEKO
5620 HERITAGE CT
MIDLOTHIAN, TEXAS 760656952
110 JEWELL LN

WRIGHT FRANK F JR
2604 SUMMIT DR
IRVING, TEXAS 750625321
114 JEWELL LN

RAMOS GLORIA JANE & RAMOS CORBAN
SAMUEL
118 JEWELL DR
DUNCANVILLE, TEXAS 751373224
118 JEWELL LN

GUILLIEN NORBERTO
903 GREENBRIAR LN
DUNCANVILLE, TEXAS 751373713
127 JEWELL LN

CATHEY ROBERT L & LOIS PEARL S CATHEY
1114 S MAIN ST
DUNCANVILLE, TEXAS 751373202
102 JEWELL LN

~~CATHEY ROBERT L & LOIS PEARL S CATHEY
1114 S MAIN ST
DUNCANVILLE, TEXAS 751373202
100 JEWELL LN~~

GOODWIN CHARLES A
11471 COUNTY RD 213
FORNEY, TEXAS 751267544
1219 S MAIN ST

KAREN KLEBER DBA PREMIER PROPERTIES
1215 S MAIN ST
DUNCANVILLE, TEXAS 751373203
1215 S MAIN ST

YDXLG LLC
1115 S MAIN ST
DUNCANVILLE, TEXAS 751373201
1117 S MAIN ST

~~YDXLG LLC
1115 S MAIN ST
DUNCANVILLE, TEXAS 751373201
1115 S MAIN ST~~

U NEED NAILS & TAN LLC
130 W BELT LINE RD STE 3
CEDAR HILL, TEXAS 751042090
1111 S MAIN ST

DELTA STAR PPTIES INC
2518 FALLS DR
DALLAS, TEXAS 752119137
1211 S MAIN ST

NWEKE PAUL
4501 ROSEDALE DR
GRAND PRAIRIE, TEXAS 750523535
1222 S MAIN ST

CATHEY ROBERT L & LOIS
1114 S MAIN ST
DUNCANVILLE, TEXAS 751373202
1114 S MAIN ST

17 notices mailed out

ORDINANCE NO. 2510

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY REVOKING A SPECIFIC USE PERMIT "SUP" FOR BARBER SCHOOL ON PROPERTY ZONED AS LOCAL OFFICE/RETAIL DISTRICT, DESCRIBED AS CATHEY REV, BLOCK A, LT 3, ACS 0.5255, MORE COMMONLY KNOWN AS 1210 SOUTH MAIN STREET, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended by revoking a Specific Use Permit "SUP" for barber school on property zoned as Local Office/Retail District and described as Cathey Rev, Block A, LT 3, ACS 0.5255, more commonly known as 1210 South Main Street, Duncanville, Dallas County, Texas.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance.

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

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

This ordinance shall be effective from and after the day of its passage as provided by law by the City Council of the City of Duncanville, Texas, on the 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map, as heretofore amended, by revoking a Special Use Permit "SUP" for a Cosmetology School and Salon (Ordinance No. 2325) on property currently zoned as Local Office/Retail District located at 928 South Cedar Ridge Drive.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Nathan Warren, Director of Planning and Zoning

BACKGROUND/HISTORY:

Project Scope

In an effort to maintain the zoning map, city staff is seeking to rescind a Specific Use Permit "SUP" (Ordinance No. 2325) for the use *Cosmetology School and Salon* on the property located at 928 South Cedar Ridge Drive. On October 17, 2017, the City Council issued a SUP to allow the subject site to operate as a Cosmetology School and Salon. The property is zoned Local Office/Retail District. The use *School, Business, Trade, or Vocational* is permitted by right in that zoning district.

Planning and Zoning Commission Action

On Monday, February 12, 2024, the Planning and Zoning Commission approved the item by a vote of 5 to 0.

POLICY EXPLANATION:

Notification

Fifteen (15) notices were sent out for this public hearing. As of this writing, no responses have been received in favor of, or in opposition to, the request. Letters will be received until Tuesday, April 2, 2024, to fulfill legal requirements for a written formal protest to the City Council.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Adopt the ordinance.
2. Do not adopt the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Legal Advertisement](#)

[Attachment 2 - Area of Request Maps](#)

[Attachment 3 - Ordinance No. 2325](#)

[Attachment 4 - Letters to Property Owners Buffer Map and Responses](#)

[Attachment 5 - List of Property Owners](#)

[Duncanville. ZORD No. 2509 revoking SUP 928 South Cedar Ridge](#)

Advertise 1 time - By January 24

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2024-03

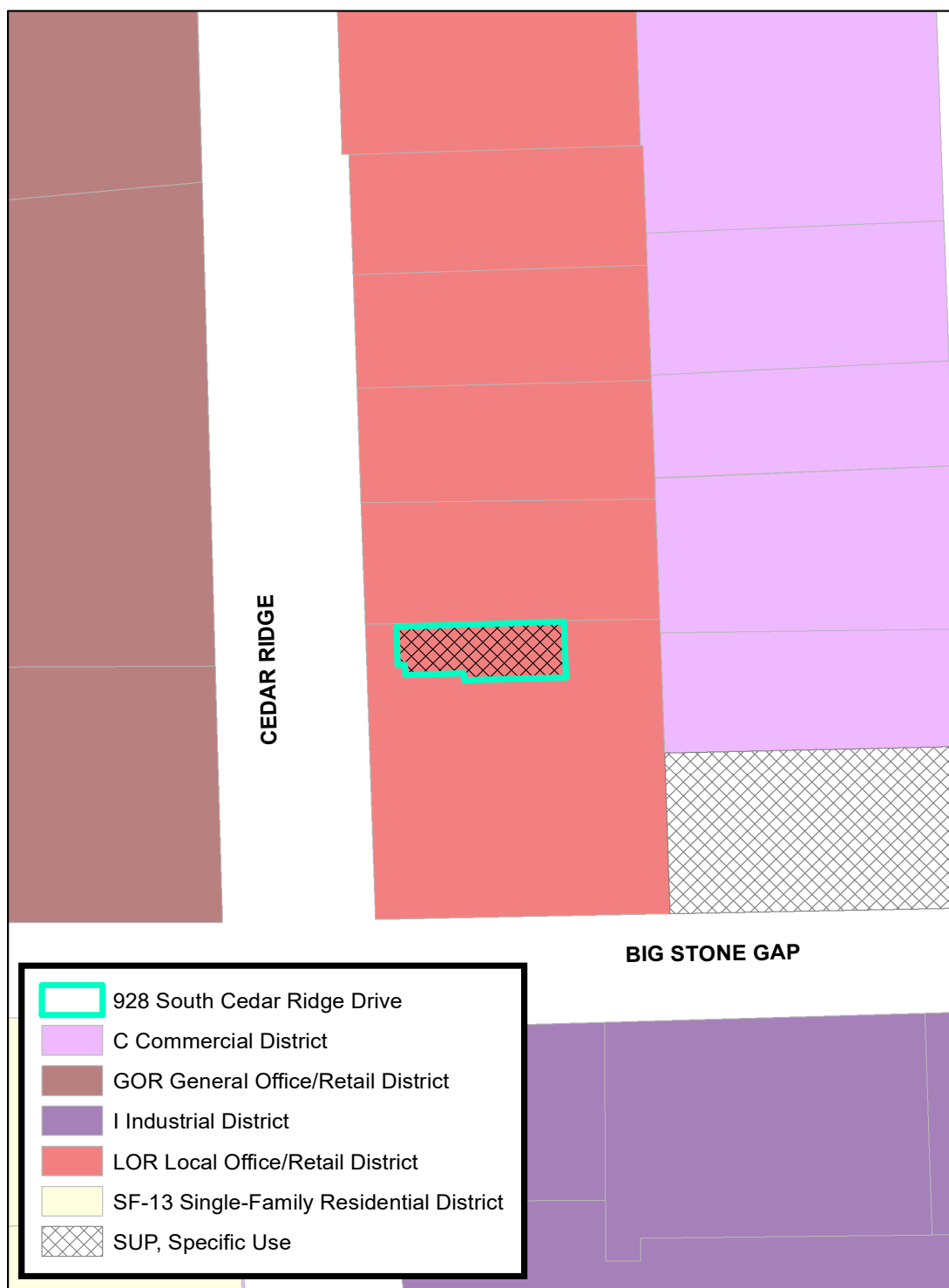
A public hearing will be held before the Planning and Zoning Commission on Monday, February 12, 2024, at 7:00 p.m., and before City Council on Tuesday, March 5, 2024, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville, Applicant, to rescind an existing Specific Use Permit (Ord. No. 2325) for the use of Cosmetology School and Salon, classified within Duncanville's Comprehensive Zoning Ordinance as "School, Business, Trade, or Vocational", on Duncanville Ind DIST 6th Inst, PT Blk G, ACS 0.9882, more commonly known as 928 South Cedar Ridge Drive, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Chiquita Taylor, or to Nathan Warren, Director of Planning and Zoning, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Chiquita Taylor
City Secretary

Nathan Warren
Director of Planning and Zoning





ORDINANCE NO. 2325

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE "LR-2" LOCAL RETAIL-2 ZONING WITH A SPECIFIC USE PERMIT WITH SPECIAL CONDITIONS FOR A COSMETOLOGY SCHOOL AND SALON ON BLOCK G, DUNCANVILLE INDUSTRIAL DISTRICT 6TH INSTALLMENT, APPROXIMATELY 0.9822-ACRES, MORE COMMONLY KNOWN AS 928 SOUTH CEDAR RIDGE DRIVE, IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE SITE PLAN AND FLOOR PLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS "B" AND "C"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein; Now, Therefore,

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, and the same are hereby amended by amending the "LR-2" Local Retail-2 zoning to grant a Specific Use Permit for a Cosmetology School and Salon, on Block G, Duncanville Industrial District 6th Installment, approximately 0.9822-acres, more commonly known as 928 South Cedar Ridge Drive, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", Exhibit "B", and Exhibit "C", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described Property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, subject to the following special conditions:

1. Property shall be developed in accordance with the site plan and be incorporated into the ordinance.
2. Property shall meet all city, state, and federal regulations for building and fire codes and accessibility.

3. The parking lot shall be restriped in accordance with city standards to provide sixty-three (63) parking spaces as reflected on the revised Exhibit "B". No onsite vending shall be permitted within the designated parking spaces and fire lanes.
4. The Specific Use permit shall be granted for a one (1) year period with one five (5) year automatic renewal.

SECTION 3. That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended and as amended herein.

SECTION 4. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 5. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

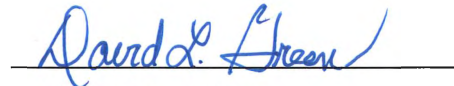
SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided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

SECTION 7. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

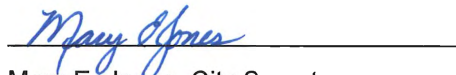
DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 17th day of October, 2017.

APPROVED:

A handwritten signature in blue ink, reading "David L. Green", is written over a horizontal line.

David L. Green, Mayor

ATTEST:

A handwritten signature in blue ink, reading "Mary E. Jones", is written over a horizontal line.

Mary E. Jones, City Secretary

APPROVED AS TO FORM:

A handwritten signature in blue ink, reading "Robert E. Hager", is written over a horizontal line.

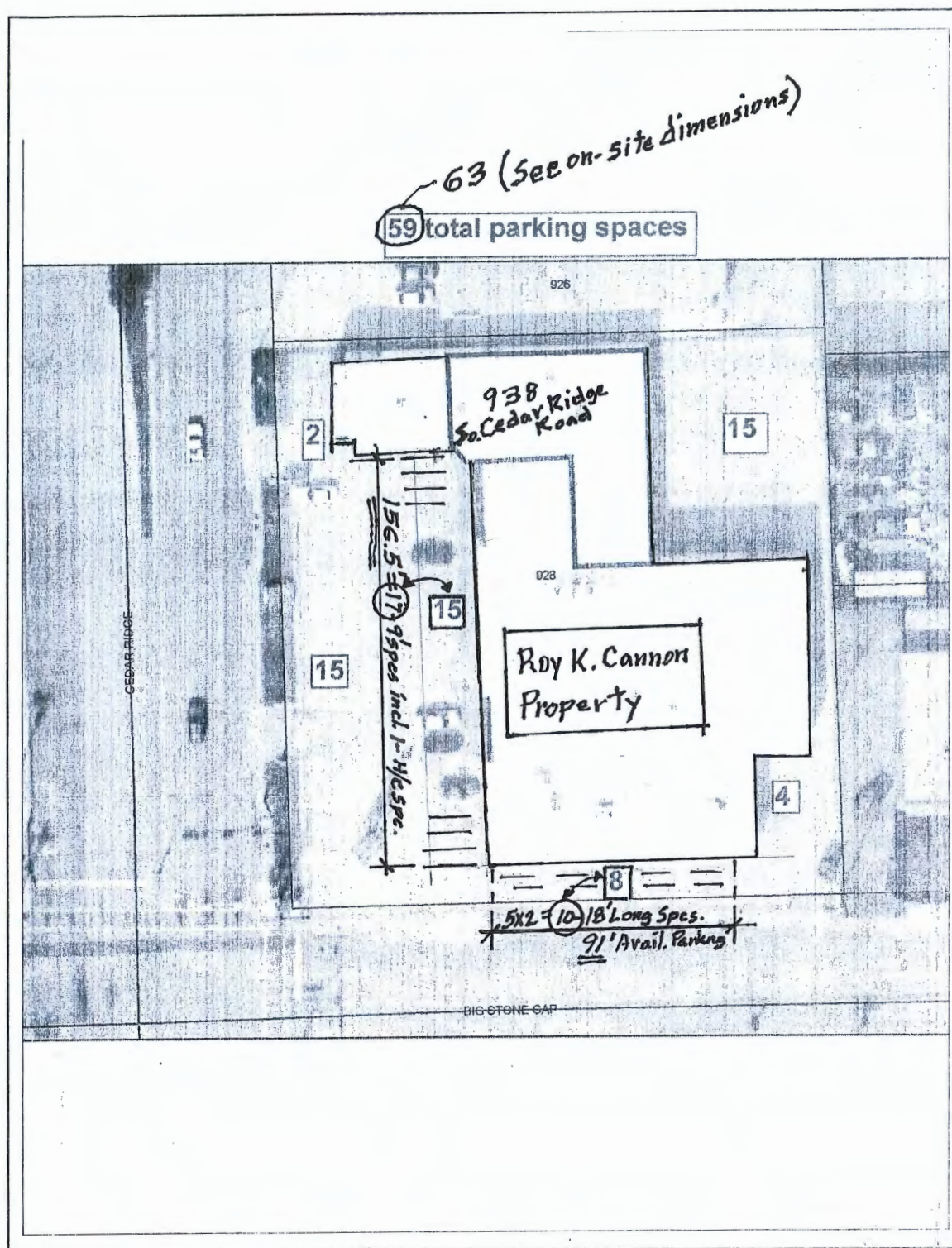
Robert E. Hager, City Attorney

EXHIBIT "A"

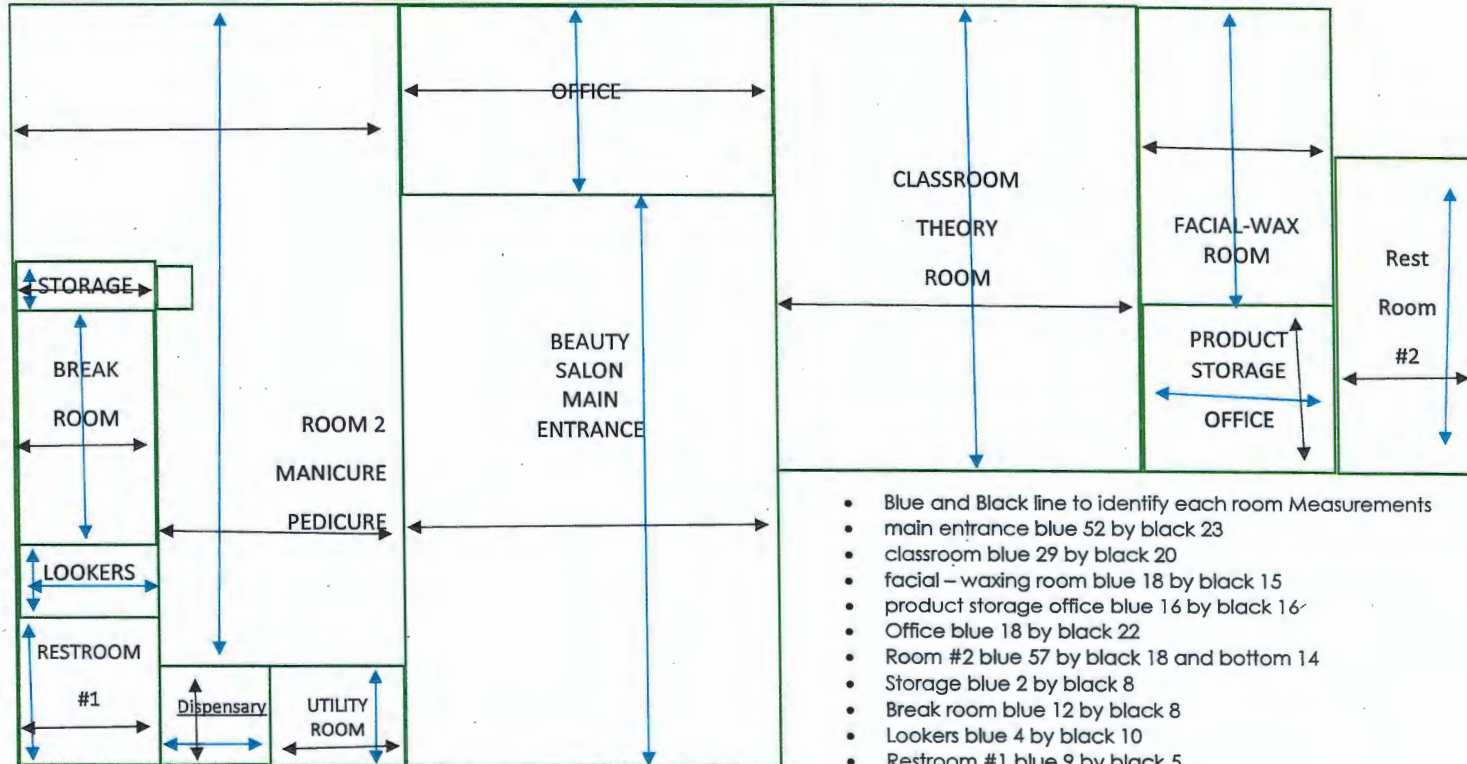
LEGAL DESCRIPTION

Being an approximately 0.062-acre portion of Block G, Duncanville Industrial District 6th Installment, approximately 0.9822-acres, more commonly known as 928 South Cedar Ridge Drive, in the City of Duncanville, Dallas County, Texas.

EXHIBIT "B"



Hairmosa Beauty Salon & Spa Academy



- Blue and Black line to identify each room Measurements
- main entrance blue 52 by black 23
- classroom blue 29 by black 20
- facial – waxing room blue 18 by black 15
- product storage office blue 16 by black 16
- Office blue 18 by black 22
- Room #2 blue 57 by black 18 and bottom 14
- Storage blue 2 by black 8
- Break room blue 12 by black 8
- Lookers blue 4 by black 10
- Restroom #1 blue 9 by black 5
- Restroom #2 blue 9 by black 5
- Dispensary blue 3 by black 2

Total of 395 square inches= 2743sq feet

EXHIBIT "C"

City of Duncanville
 Planning Division
 103 E. Wheatland Rd., Duncanville, TX 75116
 P. O. Box 380280, Duncanville, TX 75138-0280
 (p) 972-780-5057, 972-707-3878
 (e) planningandzoning@duncanvilletx.gov



February 2, 2024

Zoning File: **2024-03**

Dear Property Owner:

The City of Duncanville, Applicant, is requesting to **rescind an existing Specific Use Permit (Ord. No. 2325)** for the use of Cosmetology School and Salon, classified within Duncanville's **Comprehensive Zoning Ordinance as "School, Business, Trade, or Vocational"** on Duncanville Ind DIST 6th Inst, PT Blk G, ACS 0.9882, more commonly known as **928 South Cedar Ridge Drive**, in the City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for this zoning request for this particular public hearing. Please refer to the enclosed map that indicates which property is being requested to have an existing Specific Use Permit rescinded.

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request. If you oppose the zoning request, however, the attached survey must be completed and returned by **March 5, 2024**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or to the Director of Planning and Zoning, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email planningandzoning@duncanvilletx.gov stating your position. You are encouraged to participate in the public hearing and offer comments.

Please reach out to me directly at (972) 780-5057 with any questions pertaining to this request.

Sincerely,

Nathan Warren

Nathan Warren
 Director of Planning and Zoning

Enclosures

City of Duncanville
Planning Division
103 E. Wheatland Rd., Duncanville, TX 75116
P. O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-5057, 972-707-3878
(e) planningandzoning@duncanvilletx.gov



Febrero 2, 2024

Archivo de zonificación: **2024-03**

Estimado propietario:

La Ciudad De Duncanville, solicitante, está solicitando **rescindir un Permiso de Uso Específico (Ordenanza No. 2325) para el Uso de Escuela y salón de Cosmetología, clasificado dentro de la Ordenanza de Zonificación Integral De Duncanville como "Escuela, Negocio, Comercio, o Vocacional"** en Duncanville Ind DIST 6th Inst, PT Blk G, ACS 0.9882, más comúnmente conocido como **928 South Cedar Ridge Drive**, en la ciudad de Duncanville, condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para esta solicitud de zonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica a qué propiedad se le solicita la rescisión de un Permiso de Uso Específico existente.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Febrero de 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Marzo de 2024, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud propuesta. Sin embargo, si se opone la solicitud zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Marzo de 2023**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Chiquita Taylor, o al Director de Planificación y Zonificación, Nathan Warren, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico planningandzoning@duncanvilletx.gov indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Por favor de comunicarse conmigo directamente al (972) 780-5057 con cualquier pregunta relacionada con esta solicitud.

Sinceramente

Nathan Warren

Nathan Warren
Director de Planificación y Zonificación

Recintos

203 E. Wheatland Road | Duncanville, Texas 75116 | 972.780.5000 P | 972.780.5077 F | duncanvilletx.gov

The following form may be filled out and mailed to:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Case No. 2024-03 The City of Duncanville, Applicant, is requesting to **rescind an existing Specific Use Permit (Ord. No. 2325)** for the use of Cosmetology School and Salon, classified within Duncanville's **Comprehensive Zoning Ordinance as "School, Business, Trade, or Vocational"** on Duncanville Ind DIST 6th Inst, PT Blk G, ACS 0.9882, more commonly known as **928 South Cedar Ridge Drive**, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning request.

NOTE: The purpose of the request is to **rescind an existing Specific Use Permit**

You have been sent this notice since your property is within the 200-foot notification area of the property being requested to rescind an existing Specific Use Permit. **Your property is not being rezoned.**

The Planning and Zoning Commission will hold a public hearing on Monday, February 12, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, March 5, 2024, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed request.

If you oppose the request, however, the attached survey must be completed and returned by **March 5, 2024**, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor of granting the zoning request.***

_____ ***Not in favor of granting the zoning request.***

My reasons are as follows:

1).

2).

3).

Printed Name: _____

Address: _____

Signature: _____

Date: ____

El siguiente formulario puede ser llenado y enviado por correo a:

*Planning and Zoning Commission
City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280*

Caso No. 2024-03 La Cuidad De Duncanville, solicitante, está solicitando **rescindir un Permiso de Uso Específico (Ordenanza No. 2325) para el Uso de Escuela y salón de Cosmetología, clasificado dentro de la Ordenanza de Zonificación Integral De Duncanville como “Escuela, Negocio, Comercio, o Vocacional”** en Duncanville Ind DIST 6th Inst, PT Blk G, ACS 0.9882, más comúnmente conocido como **928 South Cedar Ridge Drive**, en la ciudad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre la solicitud de zonificación.

NOTA: El propósito de la solicitud es para **rescindir el Permiso de Uso Específico existente**.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para una solicitud de zonificación. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 12 de Febrero de 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 5 de Marzo de 2024, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra de la solicitud de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del **5 de Marzo de 2024**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ **A favor** de conceder la solicitud de *zonificación*.

_____ **No a favor** de otorgar la solicitud de *zonificación*.

Mis razones son las siguientes:

1).

2).

3).

Nombre
impreso: _____

Dirección: _____

Firma: _____

Fecha: ____

Purpose for this request: Remove the existing Specific Use Permit to operate as a "School, Business, Trade, or Vocational". The existing use is now permitted by right and no longer requires a Specific Use Permit. The existing tenant may continue to operate as is.

Objeto de esta solicitud: Eliminar el Permiso de Uso Especifico existente para operar como "Escuela, Negocio, Comercio, o Vocacional". El uso existente ahora está permitido por derecho y ya no requiere un Permiso de Uso Especifico. El inquilino existente puede continuar operando como está.



CD FAMILY REVOCABLE TRUST
2302 WILD TURKEY TRL
ARLINGTON, TEXAS 760161952
928 S CEDAR RIDGE DR

RATCLIFF YOUTH & FAMILY SERVICES
PO BOX 380391
DUNCANVILLE, TEXAS 751380391
926 S CEDAR RIDGE DR

DESCUENTO 75% INCORPORATED
915 GEMINI AVE
DUNCANVILLE, TEXAS 751372225
917 GEMINI AVE

BRANDENBURG KENNETH L
PO BOX 380003
DUNCANVILLE, TEXAS 751380003
911 S CEDAR RIDGE DR

BRANDENBURG KENNETH L
PO BOX 380003
DUNCANVILLE, TEXAS 751380003
~~907 S CEDAR RIDGE DR~~

THREE 3 SAC SELF STORAGE
207 E CLARENDON
PHOENIX, ARIZONA 850122072
1022 S CEDAR RIDGE DR

BRAKES PLUS LLC
358 SAW MILL RIVER RD
MILLWOOD, NEW YORK 105460000
1002 S CEDAR RIDGE DR

FIVE SAC SELF-STORAGE CORP
207 E CLARENDON
PHOENIX, ARIZONA 850122072
660 BIG STONE GAP RD

MURPHY J I
2500 NORTHVIEW DR
MESQUITE, TEXAS 751505310
702 BIG STONE GAP RD

SIMS NANCY O & GAYLAND B
1002 SPRING LAKE DR
DUNCANVILLE, TEXAS 751372948
1002 SPRING LAKE DR

LEASING IMPRESSIONS COMMERCIAL LLC
923 GEMINI AVE
DUNCANVILLE, TEXAS 751372225
923 GEMINI AVE

OPTIONS HOLDINGS LTD
111 E DAVIS ST STE 101
DUNCANVILLE, TEXAS 751163615
910 S CEDAR RIDGE DR

HERNANDEZ LUIS ARMANDO & ANA
ELIZABETH CHAVEZ
2427 REVERE DR
IRVING, TEXAS 750616621
927 GEMINI AVE

TBCCR SERIES LLC - SERIES 703
7325 MARIGOLD DR
IRVING, TEXAS 750635501
703 BIG STONE GAP RD

DESCUENTO 75 PERCENT INC
915 GEMINI AVE STE A
DUNCANVILLE, TEXAS 751372225
914 S CEDAR RIDGE DR

SALAZAR JAIME E & DESCUENTO 75% INC
915 GEMINI AVE
DUNCANVILLE, TEXAS 751372225
915 GEMINI AVE

15 notices mailed out

ORDINANCE NO. 2509

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY REVOKING A SPECIFIC USE PERMIT "SUP" FOR A COSMETOLOGY SCHOOL AND SALON ON PROPERTY ZONED AS LOCAL OFFICE/RETAIL DISTRICT AND DESCRIBED AS DUNCANVILLE IND DIST 6TH INST, PT BLOCK G, ACS 0.9882, MORE COMMONLY KNOWN AS 928 SOUTH CEDAR RIDGE DRIVE, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended by revoking a Specific Use Permit for a cosmetology school and salon on property zoned as Local Office/Retail District and described as Duncanville Ind Dist 6th Inst, PT Block G, ACS 0.9882, more commonly known as 928 South Cedar Ridge Drive, Duncanville, Dallas County, Texas.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance.

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

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions

of this Ordinance shall remain in full force and effect.

SECTION 5. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

This ordinance shall be effective from and after the day of its passage as provided by law by the City Council of the City of Duncanville, Texas, on the 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Consider a resolution authorizing approval of incentive grants by the Duncanville Community and Economic Development Corporation (DCEDC) to Italy Family Pharmacy, Inc. not to exceed \$9,800.00 for a building located at 102 E. Daniieldale Road, #100, Duncanville, Texas 75137.

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:

Jeremiah Brewer, MPA; Economic Development Coordinator

BACKGROUND/HISTORY:

The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which was revised on July 19, 2022. The revisions have given the DCEDC more tools to spur economic development.

The incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a signage grant not to exceed nine thousand and eight hundred dollars (\$9,800.00) for two new channel letter signs; one approximately three feet and nine inches (3'9") in height and ten feet and nine inches (10'9") in width. The other sign is approximately two feet and nine inches (2'9") in height and eleven feet and nine inches (11'9") in width. Both signs will be illuminated with LED lights.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

Grant amounts approved by the DCEDC include:

*Signage Grant \$9,800.00

Total: \$9,800.00

POLICY EXPLANATION:

The application by Italy Family Pharmacy, Inc. was approved by the DCEDC on March 25, 2024 for an incentive grant totaling \$9,800.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number

12051000 and 708501

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$1,594,821.68	\$9,800.00	\$1,585,021.68

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-248 - Signage Incentive Grant-Italy Family Pharmacy - Pdf](#)
[Exhibit A - Italy Family Pharmacy, Inc. Incentive Application](#)

RESOLUTION NO. 2024-248

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SIGNAGE INCENTIVE GRANT BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO ITALY FAMILY PHARMACY, INC., IN THE AMOUNT OF \$9,800.00 FOR A BUILDING LOCATED AT 102 E. DANIELDALE ROAD, SUITE 100, DUNCANVILLE, TEXAS, 75137; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Italy Family Pharmacy, Inc. occupies the building located at 102 E. Danieldale Road, Suite 100, Duncanville, Texas, 75137; and

WHEREAS, Italy Family Pharmacy, Inc. intends to install two new channel letter signs; one approximately three feet and nine inches (3'9") in height and ten feet and nine inches (10'9") in width. The other sign is approximately two feet and nine inches (2'9") in height and eleven feet and nine inches (11'9") in width. Both signs will be illuminated with LED lights; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants for signage in an amount not to exceed nine thousand and eight hundred dollars (\$9,800.00), and

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to Italy Family Pharmacy, Inc. for reimbursement of improvements for signage in an amount not to exceed nine thousand and eight hundred dollars (\$9,800.00). The development agreement will be drafted as to form by the City Attorney upon City Council approval.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 2nd day of April, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



EXHIBIT "A" Incentives & Grants Assistance Application

Property Owner Italy Family Pharmacy Inc.
Mailing Address 102 E. Dandale Rd #100, Duncanville TX 75137
City Duncanville **State & Zip** TX 75137
Phone 713-516-6732 **Fax** 469-513-2541 **Email** ayukrobs@yahoo.com

Project Representative Roland A ACO
Mailing Address 102 E. Dandale Rd #100
City Duncanville **State & Zip** TX 75137
Phone _____

Business Name Italy Family Pharmacy DBA Pharmacia Sana
Property Address 102 E. Dandale Rd #100, Duncanville TX 75137
Will You Lease or Own the Property? OWN **Legal Incorporation (Sole Proprietor, LLC, etc)** S-Corporation
Type of Business Pharmacy & Medical Equipment **Years in Business** 12 years
Business Plan and Portfolio Available? N/A (If yes, please attach)

Project Description
A Retail pharmacy, offering sterile and non-sterile compound. A Medical Equipment Store, also offers OTC medications

Square footage of Project: _____ **Date Projected for Occupation of Project/Initiation of Operations** _____
About 5000sqft and Business is in operation at the facility

Fiscal Impact / Financial Background
Current Real Property Value \$ 3,500,000
Estimated Property Investment (if applicable) \$ 1,000,000
Current Sales / Gross Receipts / Revenue Generated \$ 1,800,000
Additional Revenue to be Generated from Business Expansion (if applicable) \$ N/A
Sales Growth Expectations: Year One 10% Year Two 20% Year Three 25%
Projected Total Annual Operating Budget of this Facility \$ 1,000,000
Business Liabilities \$ 500,000
What infrastructure construction would be required? Signage

Interior Investments \$ N/A **Exterior Investments \$** N/A

Are you entering into a Loan? NO **If yes, please answer the following:**
Loan Amount \$ _____
Down Payment \$ _____
Construction Price of Improvements or Buildings \$ _____
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact
Total Number of Jobs 6 + 1 (part-time) **Total Annual Payroll \$** 400,000
Type of Jobs Created Pharmacists (2), Techs (2) Driver (2)

Percentage of Employees who will be Duncanville Residents 16%
Number of Full-time Employees 6 **Number of Part-time Employees** 1

EXHIBIT "A"

IMPORTANT PARTICIPATION REQUIREMENTS FOR EACH GRANT:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
 - Bid information should also include the following:
 - Business Name
 - Contact Name
 - Contact Phone Number
 - Business Address
 - Cost of Services
- Grants, by default, are paid as a REIMBURSEMENT unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the PAID INVOICE has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An Attestation of Completion of Work will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ **Sales Tax Grant**

Amount Requested \$ _____

Estimated Annual Sales Generated \$ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ **Business Retention and Expansion Grant**

Amount Requested \$ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars (\$2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ **Paint Grant**

Amount Requested \$ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "A"

☐ **Landscape Grant**

Amount Requested \$ _____

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☒ **Signage Grant**

Amount Requested \$ 9,840.76

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant**

Amount Requested \$ _____

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant**

Amount Requested \$ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant**

Amount Requested \$ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "A"

☐ Infrastructure Grant

Amount Requested \$ _____

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ Other Incentive _____

Amount Requested \$ _____

Total Grant Amount Requested

\$ 9,840.76

*****If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.**

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter of Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name

Roland AEO

Date

03/08/24

Signature

[Handwritten Signature]



City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Review current Boards and Commission vacancies

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:

Review current vacancies on Boards and Commissions

POLICY EXPLANATION:

Boards and Commissions

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

[B&C List](#)

CITY OF DUNCANVILLE - BOARDS & COMMISSIONS

OFFICIAL LIST

UPDATED AS OF Wednesday, January 31, 2024

FOR CITY USE ONLY

City Councilmembers - 1st & 3rd Tuesday, 6:00 PM

Council Member	Title	Term Expires
Barry L. Gordon	Mayor	2024
DeMonica Gooden	At-Large	2025
Joe Veracruz	District 1	2025
Don McBurnett	District 2	2024
Jeremy Koontz	District 3	2025
Karen Cherry	District 4	2024
Greg Contreras	District 5	2025

NOTE: RESOLUTION 2015-020332 RESCINDED THE REQUIREMENT FOR BOARD AND COMMISSION MEMBERS TO BE REGISTERED VOTERS

City Planning & Zoning Commission - 2nd & 4th Monday (AS NEEDED); 7:00 PM , City Council Chambers

Staff Liaison: Nathan Warren, Senior Planner				
Commission Member	Original Appt Date	Appointed to Board	Term Expires	District
Alex J Wheeler	November, 2022		August, 2024	
Carolyn Thompson	March, 2023		August, 2024	
Brenda O'Brien	August, 2023		August, 2025	
D. Bailey Wynne	August, 2023		August, 2025	
Elias Rodriguez, Vice-Chair	August, 2023		August, 2025	
Jarred Davis, Chair	March, 2021		August, 2024	
Yolanda Columbus	August, 2023		August, 2024	

Zoning Board of Adjustment - 2nd & 4th Tuesday (AS NEEDED); 7:00 PM City Council Chambers

Staff Liaison: Kurt Kasson , Building Official				
Board Member	Original Appt Date	Appointed to Board	Term Expires	District
Mr. Bobby Lydia	August, 2019		August, 2024	
Lewis Fulbright	August, 2021		August, 2024	
Stephanie Rutherford	August, 2019		August, 2024	
Terry Popham	August, 2023		August, 2025	
LaVaughn Washington	August, 2023		August, 2025	
Alt. #1 - Vacant				
Alt. #2 - Vacant				

Park & Recreation Advisory Board, 2nd Monday, 6:30 PM, Council Briefing Room

Staff Liaison: Bart Stevenson, Director of Parks & Recreation				
Board Member	Original Appt Date	Appointed to Board	Term Expires	District
Kim Malone	March, 2016	7/13/1905	August, 2024	
Calvin Wells	August, 2022	August, 2022	August, 2024	
Mary (Beth) Farrell	November, 2018		August, 2024	
Joneice Preston	August, 2023		August, 2025	
Ralo Thompson	August, 2023		August, 2025	
Pamela Rogers	August, 2023		August, 2025	
VACANT			August, 2025	

Library Advisory Board, 1st Thursday of Every Other Month, 6:30 PM Conference Room - 201 James Collins Blvd.

Staff Liaison: Julio Velasquez, Library Director				
Board Member	Original Appt Date	Appointed to Board	Term Expires	District
Cindy Clinton	March, 2019		August, 2024	
Jan Knoll		August, 2022	August, 2024	
Shanna Gable	August, 2020		August, 2024	
Barbara Boddie	August, 2020		August, 2024	
Janet Martinez Aguilar	August, 2023		August, 2025	
Michael Chrietberg	August, 2023		August, 2025	
VACANT			August, 2025	
VACANT			August, 2025	
VACANT			August, 2025	

Sign Control Board, Thursday following 2nd & 4th Tuesday (AS NEEDED), 7:00 PM, City Council Chambers**Staff Liaison: Kurt Kasson, Building Official**

Board Member	Original Appt Date	Appointed to Board	Term Expires	District
Carolyn Cardoza	August, 2022	August, 2022	August, 2024	
Zebulon Williams	August, 2022	August, 2022	August, 2024	
H. Louise Utley	August, 2023		August, 2025	
Howard Fields	August, 2023		August, 2025	
VACANT			August, 2024	
VACANT			August, 2025	
VACANT			August, 2025	

Duncanville Community & Economic Development Corporation (DCEDC) Board, Every 4th Monday, 6:00 PM, Briefing Room**Staff Liaison: Agustin G. Garcia, Economic Development Director**

Board Member	Original Appt Date	Appointed to Board	Term Expires	District
Marlon Goff - Commercial real estate	July, 2022	July, 2022	August, 2024	
VACANT			August, 2024	
Kenneth Govan - eco devel	November, 2016	November, 2018	August, 2024	
Charles Reed - chief exe officer/chief operating officer	August, 2023		August, 2025	
Donella Payne - CEO - COO	August, 2023		August, 2025	
Tonya Savage - attorney	August, 2023		August, 2025	
Gregory Zylka - engineer	?	July, 2022	August, 2024	

TIF (Tax Increment Financing Reinvestment Zone Number One) - Meeting Date: As Needed, Annual Meeting in November, Briefing Room**Ordinance 2295 was approved by City Council on Dec 20, 2016 establishing the TIF Board of Directors that shall consist of five members. The board of directors of the TIF shall be appointed by City Council and will meet the eligibility requirements****Staff Liaison: Agustin G. Garcia, Economic Development Director**

Board Member	Original Appt Date	Appointed to Board	Term Expires	District
Marlon Goff	August, 2023		August, 2025	
VACANT	August, 2022		August, 2024	
Kenneth Bain	August, 2022	August, 2022	August, 2024	
Michael Grace, Chair	August, 2023		August, 2025	
VACANT			August, 2025	

Keep Duncanville Beautiful Board, Every 3rd Monday of the month, 7:00PM Briefing Room**Per Resolution 2015-020329, the City Council shall appoint citizens who express a willingness to actively participate in keeping the City of Duncanville clean and who are willing to educate and encourage others regarding the importance of****Staff Liaison: Tyler Agee, Assistant Director of Parks and Recreation**

Board Member	Original Appt Date	Appointed to Board	Term Expires	District
VACANT	August, 2022	August, 2022	August, 2024	
VACANT			August, 2024	
Diane Dillard, Chair	August, 2023		August, 2025	
Jim Gilbert	August, 2023		August, 2025	
VACANT			August, 2024	
Cozea Stephens	August, 2023		August, 2025	
Justin Reece Edwards, Vice- Chair	August, 2023		August, 2025	

Duncanville Neighborhood Vitality Commission, Fourth Wednesday, 7:00 PM, Council Briefing Room**RESOLUTION NO. 2017-052 ESTABLISHING THE NEIGHBORHOOD VITALITY COMMISSION; shall consist of seven (7) members; with three (3) members serving until August 30, 2018 and four (4) members serving until August 30, 2019; and then****Staff Liaison: VACANT**

Commission Member	Original Appt Date	Appointed to Board	Term Expires	District	Registered Voter	Address	Telephone Numbers	E-mail Address
Robert Romero	August, 2022	August, 2022	August, 2024					
Jennifer Lott Hagler	August, 2022	August, 2022	August, 2024					
Melanie Clay	August, 2022	August, 2022	August, 2024					
Celee Stephens			August, 2025					
VACANT			August, 2025					
VACANT			August, 2025					
VACANT			August, 2025					

Civil Service Commission, Meets once in January each year and as needed 8:00 a.m. (Law states you are not allowed to serve on the Civil Service Board and another B&C Board at the same time) , Briefing**Staff Contact: Todd Siegel, Human Resources Director - 3 year term**

Commission Member	Original Appt Date	Appointed to Board	Term Expires	District
Doug Sisk	2023		Oct-26	

Nigel Robinson	August, 2020		Oct-24	4
Lia Polk	18-Oct-16	3rd and final term	Oct-25	2

Regional Animal Shelter Board (3 year terms) Meet quarterly As Needed , at 6:30 PM, Tri-City Animal Shelter, 1150 East Pleasant Run Road, Cedar Hill, Texas 75104				
Commission Member	Original Appt Date	Appointed to Board	Term Expires	District
City Council Liaison: Mark LiVigni, City of Duncanville Chief of Police				
Dr. Caroline Brown - DVM	20-Jun-23		19-Jun-25	
Stacy Copeland - Animal Welfare	20-Jun-23		19-Jun-25	
Tammy Miller - Animal Services Manager	20-Jun-23		19-Jun-25	
Chris Rose - Cedar Hill At-Large	20-Jun-23		19-Jun-25	
Richard Rogers - Desoto At-Large	20-Jun-23		19-Jun-25	
Laura Bowers - Duncanville At-Large	20-Jun-23	ACTIVE	19-Jun-25	
VACANT - Municipal Official (LiVigni Retired)	20-Jun-23		N/A	N/A

Audit Committee - Appointed at meeting following the canvassing of the election each year. Meets at least twice a year. Briefing Room				
Staff Contacts: City Secretary's Office & Dennis Baldwin, Interim Managing Director of Finance Services				
Committee Member		Appointed to Board	Term Expires	District
VACANT				
James Talley, CPA				1
Karen Cherry-Brown, City Council				
Greg Contreras, City Council				
Don McBurnett - Chair				

Veterinary Health Officers - NOT CONSIDERED A BOARD OR COMMISSION		
	Original Appt Date	Term Expires
Dr. Chris Gleason	N/A	N/A
Dr. Donna Fuller	N/A	N/A

City Judges - NOT CONSIDERED A BOARD OR COMMISSION - CONTRACTUAL --Appointed and Approved by City Council by Ordinance and Contracts are for two year terms.			
Judge	Contract Effective	Renewed	Contract Expires
John B. Rizo, Sr.	1/31/2019 - 1/31/2023	2/1/2023	2/1/2025
Kathry A. Austin	1/31/2019 - 1/31/2023	2/1/2023	2/1/2025
Anthony P. Elland	1/31/2019 - 1/31/2023	2/1/2023	2/1/2025
NOTE: According to State law, the City Judge is appointed for a two year term. According to Coco Alvarez, Secretary of State's Office, a Statement of Appointed Officer and Oath of Office must be taken for each term served.			

Arts Commission, (4th Tuesday) - (Now Separate from Multicultural Commission as of _____)				
The Arts Commission of the City of Duncanville shall consist of seven (7) 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				
Staff Liaison: Alex Hamby, PIO - 3 Year Terms				
Commission Member	Original Appt Date	Appointed to Board	Term Expires	District
Mary Ann Taylor			August, 2026	
Amy Jackson			August, 2026	
Donald Browning			August, 2026	
Sarah Macias	March, 2023	3/21/2023	August, 2026	
Tiffney Wyatt	November, 2022	11/15/2022	August, 2025	
Ron Thompson, Chair	November, 2022	11/15/2022	August, 2025	
Angela Thorpe-Harris	November, 2022	11/15/2022	August, 2025	
Tim Perry, Vice- Chair	November, 2022	11/15/2022	August, 2025	
Anne Perry	November, 2022	11/15/2022	August, 2025	

Multicultural Commission				
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				
Staff Liaison: TBA				
Commission Member	Original Appt Date	Appointed to Board	Term Expires	District
Homer Fincannon	March, 2023	3/21/2023	August, 2025	
Nancy Gutierrez	March, 2023	3/21/2023	August, 2025	
VACANT			August, 2025	
VACANT			August, 2025	
VACANT			August, 2025	
VACANT			August, 2025	
VACANT			August, 2026	

VACANT
VACANT
VACANT
VACANT

August, 2026
August, 2026
August, 2026
August, 2026

Community Engagement Advisory Board, (4th Wednesday) - (Now Separate from Multicultural Commission as of _____)

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

Staff Liaison: Alex Hamby, PIO - 2 Year Terms

Commission Member	Original Appt Date	Appointed to Board	Term Expires	District
Thomas Lackey	August, 2023		August, 2025	
Linda Lydia	March, 2023		August, 2025	
Joseph Cole	November, 2022		August, 2024	
Mari Vega	August, 2023		August, 2024	
VACANT			August, 2024	
Gianni LaBarba	August, 2023		August, 2025	
Bridget Nevels	August, 2023		August, 2025	



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Council Briefing on Hotel Occupancy Tax expenditure process.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Douglas Finch, City Manager

Angela Owens, City Events Planner

BACKGROUND/HISTORY:

Under the Texas Tax Code (Title 3. Local Taxation. Subtitle D. Local Hotel Occupancy Taxes. Chapter 351. Municipal Hotel Occupancy Taxes. Subchapter A. Imposition and Collection of Tax.) the City of Duncanville is empowered to collect Hotel Occupancy Tax, or HOT tax as it is commonly referred. The City of Duncanville on December 17, 1974 passed Ordinance No.613 levying an occupancy tax in the amount of 3% upon the cost of the occupancy of any sleeping room furnished by any hotel; and providing for the collection. On October 17, 1983, the City Council adopted Ordinance 927 increasing the Hotel Occupancy Tax rate to 5%. And on September 19, 1988, the City Council adopted Ordinance 1177 increasing the Hotel Occupancy Tax to 7%.

Chapter 351.003 b states "the rate in an eligible central municipality may not exceed nine percent of the price paid for a room." Our best southwest partners all currently charge 7%, Cedar Hill - 7%; Dallas - 7%; DeSoto - 7%; Lancaster - 7%; as well as many of the regional cities including Dallas, Grand Prairie, Plano, and Irving.

The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room within Duncanville. This local tax is authorized by the State of Texas therefore, the expenditures of these funds are restricted and must be used according to state law.

There is a two-part test for every expenditure of local hotel occupancy tax.

Criteria #1:

First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry.

"Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity. This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.

The nine categories for expenditure of the hotel occupancy tax are as follows:

- 1-) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
- 2-) Paying the administrative costs for facilitating convention registration.
- 3-) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
- 4-) Expenditures that promote the arts:

Under § 351.103(c), a city with a population of under 125,000 may expend up to 15% of the hotel occupancy tax revenue collected for art-related programs that also promote tourism and local hotel and convention activity. Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms. However, it is not enough that a facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

Section 351.101(a) of the Tax Code specifically states that "the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry." The Texas Attorney

General reaffirmed this standard when it held in Opinion GA-0124: "Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute."

In order to comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements:

The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or "other arts related to the presentation, performance, execution and exhibition of these major art forms."

The hotel occupancy tax funded programs and events are advertised and open to the general public.

The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

- Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization's hotel occupancy tax funded events.
- The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.
- The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.
- Funding historical restoration or preservation programs.

5-) Funding historical restoration or preservation programs.

6-) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of fewer than 1 million.

7-) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.

8-) Funding transportation systems for tourists.

9-) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

POLICY EXPLANATION:

Changes in administration organizational processes, and more recently with changes in staffing; the City Manager, staff, and Duncanville Community Economic Development Corporation would like to request a clear policy to articulate the process for HOT fund expenditures. The HOT funds are utilized for things like our special events, drone show at Christmas, an upcoming signature event in September to celebrate Hispanic Heritage Days, arts funding involving events of two days or more; and many more opportunities.

Process for Administration of Funds and Expenditures

Pursuant to Texas law, Chapter 351.101(c) the governing body of a city may delegate the management or supervision of programs funded by the hotel occupancy tax by written contract. This delegation may be made to a person, another governmental entity, or to a private organization.

Proposed Policy for Administration of HOT funds and expenditures

- City Council to consider entering into agreement appointing the Duncanville Community Economic Development Corporation as the administrating entity of Hotel Occupancy Tax funds for expenditures of up to \$50,000 reimbursable per event;
- Expenditure amounts requested of up to \$3,000 reimbursable may be approved by the City Manager or his/her designee in keeping with the City of Duncanville's Procurement Policy, and as authorized pursuant to policy to be drafted and approved by the Duncanville Community Economic Development Corporation, provided the applicant submits qualifying receipts of the expenses for the event;
- Expenditure amounts requested of up to \$50,000 reimbursable may be approved by a majority vote of the Duncanville Community Economic Development Corporation in which the DCEDC has held a public hearing, and voted to authorize the HOT funds for the proposed event;
- Expenditure amounts requested greater than \$50,000 per event must be approved by the City Council of the City of Duncanville.

The purpose of this briefing is to have a discussion with City Council relating to interest in consideration of a policy articulating the process for approval of HOT fund expenditures, including the types of events the City Council would like to see promoted; as well as, the authorization process as outlined in a proposed policy to be created.

FUNDING SOURCE:**ORG and Object Number**

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Discussion relating to actions as directed by Council.

ATTACHMENTS:

[Ordinance No. 1183 - Hotel Occupancy Tax](#)

[Ordinance 613 - Hotel Occupancy Tax](#)

[What Cities Need to Know to Administer Municipal Hotel Occupancy Tax](#)

[Ord. No. 927 - Increase HOT Tax - 5 Percent](#)

[Ord. No. 1177 - Increase HOT Tax - 7 Percent](#)

[HOT Event Policy and Application](#)

ORDINANCE NO. 1183

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DUNCANVILLE BY AMENDING CHAPTER 18, ARTICLE II, HOTEL OCCUPANCY TAX; PROVIDING DEFINITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1.

That Section 18-12 of the Code of Ordinances of the City of Duncanville be, and the same is hereby, amended in part by amending subsections (3) and (4) as follows:

"Sec. 18-12. Definitions.

. . . .

- (3) **Occupancy** shall mean the concession, permit, right of access, license, contract, or agreement for the use or possession or for the right to the use or possession of a room that is in a hotel, costs two dollars (\$2.00) or more each day, and is ordinarily used for sleeping, but which extends for a period of less than thirty (30) days.
- (4) **Occupant** shall mean anyone who, under a lease, concession, permit, right of access, license, contract, or agreement pays for the use or possession or for the right to the use or possession of a room that is in a hotel."

SECTION 2.

That Section 18-16 of the Code of Ordinances of the City of Duncanville be, and the same is hereby, amended to read as follows:

"Sec. 18-16. Effect of failure to collect tax, file report.

If any person shall fail to collect the tax imposed herein, or fail to file a report as required herein, or shall fail to pay the assessor and collector of taxes the tax as imposed herein when the report for payment is due, the city attorney, acting for the city, may bring suit against such person to collect such taxes, to recover reasonable attorney's fees and court costs, and to enjoin the person from operating a hotel in the city until the tax is paid or the report filed, as applicable, as provided by the court's order. This remedy is in addition to other available remedies provided by law."

SECTION 3.

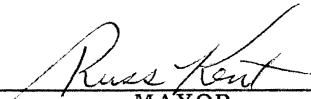
That Section 18-19 of the Code of Ordinances of the City of Duncanville and all other ordinances in conflict herewith be, and the same are hereby, repealed and shall be of no further force and effect.

SECTION 4.

This ordinance shall effect immediately from and after its passage as the law and charter in such cases provide.

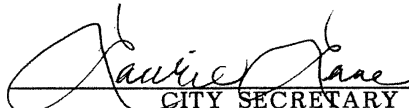
DULY PASSED by the City Council of the City of Duncanville, Texas, on the 5th day of December, 1988.

APPROVED:



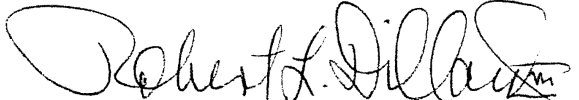
MAYOR

ATTEST:



CITY SECRETARY

APPROVED AS TO FORM:



CITY ATTORNEY

ORDINANCE NO. 613

AN ORDINANCE LEVYING AN OCCUPANCY TAX IN THE AMOUNT OF THREE PERCENT (3%) UPON THE COST OF OCCUPANCY OF ANY SLEEPING ROOM FURNISHED BY ANY HOTEL; PROVIDING FOR THE COLLECTION OF SUCH TAX; PROVIDING FOR THE USE OF SUCH TAX REVENUE; AUTHORIZING A CONTRACT WITH THE DUNCANVILLE CHAMBER OF COMMERCE TO ADMINISTER THE REVENUE FROM SUCH TAX; AND PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING THE EFFECTIVE DATE FOR SUCH TAXES TO COMMENCE.

WHEREAS, under the provisions of Article 1269j-4.1, Vernon's Revised Civil Statutes, the City of Duncanville is authorized to levy an occupancy tax on hotel sleeping rooms; and,

WHEREAS, the City of Duncanville is of the opinion that it is desirable to levy a tax upon the cost of occupancy of any sleeping room furnished by hotels within the limits of the City and to use such funds as authorized by Article 1269j-4.1, Vernon's Revised Civil Statutes; now, therefore,

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

SECTION 1. That under the provisions of Article 1269j-4.1, Vernon's Revised Civil Statutes, there is hereby levied a tax upon the cost of occupancy of any sleeping room furnished by any hotel, where the cost of occupancy is at the rate of Two Dollars (\$2.00) or more per day, such tax to be equal to three percent (3%) of the consideration paid by the occupant for such room to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies.

SECTION 2. That as herein employed, the following words, terms and phrases are defined as follows:

(a) "Hotel" shall mean any building or buildings in which the public may, for a consideration, obtain sleeping accommodations. The term shall include hotels, motels, tourist homes, houses, or courts, lodging houses, inns, rooming houses,

or other buildings where rooms are furnished for a consideration, but "hotel" shall not be defined so as to include hospitals, sanitariums, or nursing homes.

(b) "Consideration" shall mean the cost of the room in such hotel only if the room is one ordinarily used for sleeping, and shall not include the cost of any food served or personal services rendered to the occupant of such room not related to the cleaning and readying of such room for occupancy.

(c) "Occupancy" shall mean the use or possession, or the right to the use or possession, of any room in a hotel if the room is one ordinarily used for sleeping and if the occupant's use, possession, or right to use or possession extends for a period of less than thirty (30) days.

(d) "Occupant" shall mean anyone who, for a consideration, uses, possesses, or has a right to use or possess any room in a hotel, if the room is one ordinarily used for sleeping.

SECTION 3. That every person owning, operating, managing or controlling any hotel shall collect the tax imposed by this ordinance for the City.

SECTION 4. That the taxes provided for herein shall be paid on a quarterly basis as follows, to-wit: The regular calendar quarters of the year, the first quarter being composed of the months of January, February and March; the second quarter being the months of April, May and June; the third quarter being the months of July, August and September; and the fourth quarter being the months of October, November and December. On the last day of the month following each quarterly period, every person required by this ordinance to collect the taxes imposed herein, shall file a report with the Tax Assessor and Collector of the City of Duncanville showing the consideration paid for all room occupancies in the preceding quarter, the amount of the taxes collected on such occupancies, and such other information as the Assessor and Collector of Taxes may reasonably require. Such persons shall pay the taxes due on such occupancies at the time of filing of such report.

SECTION 5. That the Assessor and Collector of Taxes of the City of Duncanville shall have the power to make such rules and regulations as are necessary to effectively collect the tax levied herein, and shall upon reasonable notice have access to the books and records necessary to enable the Tax Assessor and Collector to determine the correctness of any report filed as required by this ordinance, and the amount of taxes due under the provisions of this ordinance.

SECTION 6. That if any person shall fail to collect the tax imposed herein, or fail to file a report as required herein, or shall fail to pay to the Assessor and Collector of Taxes the tax as imposed herein when the report for payment is due, or shall file a false report, then such person shall be deemed guilty of a misdemeanor and upon conviction be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00). In addition, such person who fails to remit the tax imposed by this ordinance within the time required shall forfeit five percent (5%) of the amount due as a penalty, and after the first thirty days shall forfeit an additional five percent (5%) of such tax; provided, that the penalty shall never be less than one dollar (\$1.00). Delinquent taxes hereunder shall draw interest at the rate of six percent (6%) per annum beginning sixty (60) days from the date due.

SECTION 7. That all revenue received from any occupancy tax authorized under this ordinance shall be used only for those purposes authorized under Section 3(c) of Article 1269j-4.1, of Vernon's Revised Civil Statutes, except that the Tax Assessor and Collector of the City of Duncanville may retain for the City of Duncanville an amount equal to five percent (5%) of the taxes collected to cover the cost of collecting said taxes, and an amount not to exceed fifteen percent (15%) of the amount of the taxes collected may be paid to the Duncanville Chamber of Commerce, under a contract authorized herein, as compensation for administering said program, as authorized by the said Section 3(c) of Article 1269j-4.1, Vernon's Revised Civil Statutes.

SECTION 8. That pursuant to the provisions of Section 3(c)(b) of Article 1269j-4.1, Vernon's Revised Civil Statutes, the City Manager of the City of Duncanville is hereby authorized to enter into a contract with the Duncanville Chamber of Commerce to administer revenues derived from the occupancy tax provided for herein, upon such terms and conditions as may be approved by the City Council.

SECTION 9. That the occupancy tax authorized under the terms of this ordinance shall become effective on the 1st day of April, 1975.

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 ADOPTED by the City Council of the City of Duncanville, Texas, on the 17 day of December, 1974.

APPROVED:

Frederick L. Anderson
MAYOR

DULY RECORDED:

Ann Hurrewichter
CITY SECRETARY

APPROVED AS TO FORM:

H. Louis Nichols
CITY ATTORNEY

What Cities Need to Know to Administer Municipal Hotel Occupancy Taxes

Abridged Version

Texas Hotel & Lodging Association

REVISED FALL 2011

What Cities Need to Know to Administer Municipal Hotel Occupancy Taxes - Abridged Version

Table of Contents

EDITOR'S NOTE	3
AUTHORIZED ENTITIES	3
COLLECTING THE TAX	3
EXEMPTIONS FROM THE LOCAL TAX	4
PENALTIES FOR FAILURE TO REPORT OR COLLECT THE TAX	4
USE OF LOCAL HOTEL OCCUPANCY TAX REVENUES	5
Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry.	5
Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.	7
1) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.	7
2) Paying the administrative costs for facilitating convention registration.	7
3) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.	8
4) Expenditures that promote the arts.	8
5) Funding historical restoration or preservation programs.	9
6) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of under 1 million.	9
7) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.	10
8) Funding transportation systems for tourists	10
9) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.	11
ADMINISTERING HOTEL OCCUPANCY TAX REVENUE EXPENDITURES	12
Duty of funded entities to provide a list of activities.	12
Delegating management of funded activities.	12
Use of hotel occupancy tax revenues to cover administrative expenses.	13
SPECIAL RULES FOR SELECTED MUNICIPALITIES	14
ADDITIONAL INFORMATION	14

Editor's Note

This is the abridged version of THLA's *What Cities Need to Know to Administer Municipal Hotel Occupancy Taxes*. A full version of this article, with information including expanded information on hotel tax collection, tax exemptions, and city-specific rules, is available by contacting THLA at 512-474-2996.

Authorized Entities

All incorporated Texas municipalities, including general law and home rule cities, may enact a hotel occupancy tax within the city limits.¹ A city with a population of under 35,000 may also adopt the hotel occupancy tax within that city's extraterritorial jurisdiction (ETJ).² Most cities are eligible to adopt a hotel occupancy tax at a rate of up to 7 percent of the price paid for the use of a hotel room.³ If a city adopts the hotel occupancy tax within its ETJ, the combined state, county, and municipal hotel occupancy tax rate may not exceed 15 percent.⁴ Texas has among the highest combined hotel occupancy tax rates of any major metropolitan areas in the nation, with Houston at 17 percent and San Antonio at 16 ¾ percent.⁵

In addition to local hotel occupancy taxes, all lodging properties operating in Texas are subject to a six percent state hotel occupancy tax.⁶ Governed under Chapter 156 of the Texas Tax Code, the state hotel occupancy tax is administered by the Texas Comptroller. Funds from the state six percent hotel occupancy tax flow directly to the Texas Comptroller's office and are largely used for the general governmental operations of the State. A portion of the state hotel occupancy tax revenue also goes toward funding tourism promotion through Texas's ad campaign. Most Texans know this successful ad campaign by its famous tagline, "Texas, it's like a whole other country."

Collecting the Tax

Under the Texas Tax Code, the following businesses are considered "hotels" and are required to collect hotel occupancy taxes from their guests: "Any building or buildings in which members of the public obtain sleeping accommodations for consideration" for less than 30 days, including a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast facilities. The Texas Administrative Code also includes "manufactured homes, skid mounted bunk houses, residency inns, condominiums, cabins, and cottages within the definition of a "hotel" if the facility is rented for periods of under 30 days.⁷ Hospitals, sanitariums, nursing homes, dormitories or other non-hotel housing facilities owned by institutions of higher education, and oilfield portable units do not collect the tax.⁸ Subject to various exemptions, the hotel tax is imposed on any "person" who

¹ Tex. Tax Code Ann. § 351.002(a) (Vernon 2011).

² § 351.0025(a).

³ § 351.003(a).

⁴ § 351.0025(b).

⁵ Source: National Business Travel Association 2009 Survey.

⁶ Tex. Tax Code § 156.051.

⁷ Tex. Tax Code § 156.001; 34 Tex. Admin. Code Ann. § 3.161(a)(3) (Vernon 2009).

⁸ Tex. Tax Code § 156.001.

What Cities Need to Know to Administer Municipal Hotel Occupancy Taxes - Abridged Version

pays for the use of a room in a hotel, including corporations, organizations, and other legal entities. The hotel room must cost \$2 or more per day for the local hotel tax to apply, and \$15 or more per day for the state hotel tax to apply.⁹

A full version of this article, with information including expanded information on hotel tax collection is available by contacting THLA at 512-474-2996.

Exemptions from the Local Tax

Texas law provides certain hotel tax exemptions based on the length of a guest's stay or the guest's affiliation with an exempt organization. Texas law is more permissive for exemptions from the state 6% hotel occupancy tax than it is for local hotel tax exemptions. The state hotel occupancy tax allows for an exemption for the following entities: educational, charitable, and religious entities are often exempt from the state hotel occupancy tax. These entities are *not exempt* from local hotel occupancy taxes.¹⁰

Focusing specifically on the local hotel occupancy taxes, there are primarily four categories of exemptions permitted from municipal and county hotel occupancy taxes:

- 1) **Federal Employees:** Federal employees traveling on official business;
- 2) **Diplomats:** Foreign diplomats with a tax exempt card issued by the U.S. Department of State;
- 3) **High Ranking State Officials:** A very limited number of state officials with a hotel tax exemption card (e.g. heads of state agencies, state legislators and legislative staff, members of state boards and commissions, and state judges); and
- 4) **Permanent Resident/Over 30 Day Stay:** Persons or businesses who have agreed in advance to use a hotel room for more than 30 consecutive days (i.e. the "permanent resident" hotel tax exemption).¹¹

A full version of this article with information including expanded information on tax exemptions is available by contacting THLA.

Penalties for Failure to Report or Collect the Tax

The local hotel occupancy tax statutes provide for specific penalties a city may assess against hotel operators who fail to file the hotel tax collections report, file late or without full payment, or produce false tax returns.¹²

A full version of this article with information including expanded information on hotel tax penalties is available by contacting THLA.

⁹ Tex. Tax Code § 156.051(a); § 351.002(a).

¹⁰ Tex. Tax Code § 156.102.

¹¹ § 156.104.

¹² § 351.004.

Use of Local Hotel Occupancy Tax Revenues

There is a two-part test for every expenditure of local hotel occupancy tax.¹³

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry.¹⁴

Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must be likely to do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry.¹⁵ "Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country.¹⁶ A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity.¹⁷ This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility.

If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.¹⁸ However, it is important to note that events and facilities that do not qualify for hotel occupancy tax funding are often still legally eligible for city funding from most of the other funding sources available to the city (general property tax revenues, general sales tax revenues, franchise fee revenues, etc.). State law is stricter in terms of how the local hotel occupancy tax revenues can be spent.

There is no statutory formula for determining the level of impact an event must have to satisfy the requirement to directly promote tourism and hotel and convention activity.¹⁹ However, communities with successful tourism promotion programs generally award the amount of the hotel occupancy tax by the proportionate impact on tourism and hotel activity incident to the funding request. Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity.

A city or delegated entity should also consider whether a funded event will be held in a venue that will likely attract tourists and hotel guests. For example, if an event is held in a local school or community center, it may be less likely to attract tourists than if it is held at a local performing arts venue, museum or civic center. Each community will need to assess whether the facility hosting the function is likely to attract tourists and hotel guests. Similarly, if an event is a community picnic, local parade, educational class, or other similar type of event, it is often not likely to attract tourists and hotel guests, and would likely not be eligible for hotel occupancy tax funding.

¹³ §§ 351.101(a), (b).

¹⁴ §§ 351.101(b).

¹⁵ *Id.*

¹⁶ § 351.001(6).

¹⁷ See Op. Tex. Att'y Gen. Nos. GA-0124 (2003), JM-690 (1987).

¹⁸ *Id.*

¹⁹ See generally Tex. Tax Code §§ 351.101(a), (b).

Finally, it is a good practice to utilize a hotel tax application form. THLA has a sample hotel occupancy tax application form and a "post event" form that are already in use by many city governments throughout Texas. For a copy of these two forms, simply call THLA at (512) 474-2996, or email THLA at news@texaslodging.com. These forms pose questions of funding applicants such as "Do you have a hotel room block for your events?" and "What do you expect to be the number of room nights sold for this event?" Additionally, the application asks if the entity has negotiated a special hotel price for attendees of their funded event. If the entity does not find the need to reserve a hotel block or negotiate a special hotel rate, it is not likely that they anticipate their event/s will have a meaningful impact on hotel activity.

Funded entities can also visit with area hoteliers who, in many cases, can provide feedback on whether any of their hotel guests expressed an interest in attending such events or facilities in the past. Hotel front desk and management staff usually know what local events and facilities were of interest to their guests by notes in their reservation systems, requests for directions, information and transportation to such venues by hotel patrons.

After an applicant's event or program is offered for several years, the applicant should have a reasonable idea as to whether their event or program's attendance includes a number of tourists and hotel guests. For example, some entities track whether guests are staying at local hotels via their guest registry. Other entities measure potential out-of-town attendance from their ticket sales records or other survey information.

It is important to note that Texas law also provides that the hotel occupancy tax may not be used for general revenue purposes or general governmental operations of a municipality.²⁰ It also may not be used to pay for governmental expenses that are not directly related to increasing tourism and hotel and convention activity.²¹ For example, consider a request to use the hotel occupancy tax to pay for construction of additional lighting, restrooms, roads, sidewalks, or landscaping in a downtown area. These are expenditures for which the city would traditionally use its general revenues. Therefore, such an expenditure would violate the prohibition against using the hotel tax for "general governmental operations of a municipality."²² It is difficult to argue that such improvements to a non-tourism facility would "directly" promote tourism and hotel activity. At best, one could argue the improvements would "indirectly" enhance tourism and hotel activity—which is not sufficient under the clear language of the Tax Code to qualify for funding from the hotel occupancy tax.

²⁰ Tex. Tax Code § 351.101(b); *see also* Op. Tex. Att'y Gen. Nos. JM-184 (1984), JM-965(1988).

²¹ *Id.*

²² *Id.*

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.²³

The nine categories for expenditure of the hotel occupancy tax are as follows:

1) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.

This category allows expenditures of the hotel tax for the creation, improvement, or upkeep of a convention center or a visitor information center.²⁴ The term "convention center" is defined to include civic centers, auditoriums, exhibition halls, and coliseums that are owned by the city or another governmental entity or that are managed in whole or in part by the city.²⁵ It also includes parking areas in the immediate vicinity of a convention center facility, and certain hotels that are owned by the city or another governmental entity, or that are managed in whole or in part by the city.²⁶ It does not include facilities that are not of the same general characteristics as the structures listed above.

Texas law specifies that for a facility to be funded as a convention center, it must be a facility primarily used to host conventions and meetings.²⁷ "Primarily used" in this context would arguably mean that more than 50 percent of the bookings for the facility are to host conventions or meetings that directly promote tourism and the hotel and convention industry.²⁸ In other words, holding local resident meetings in a facility would not count toward qualifying the facility as a convention center, but meetings of individuals from out-of-town who in part stay at hotels would qualify.

Simply naming a facility a convention center or visitor information center does not automatically qualify the facility as a "convention center." The authority to use the hotel occupancy tax for facilities is limited and any such facility must meet the above noted "primary usage" test. For example, general civic buildings such as the city hall, local senior citizen centers or activity centers would not qualify as convention centers that could be funded by hotel tax.

2) Paying the administrative costs for facilitating convention registration.

This provision allows expenditures for administrative costs that are actually incurred for assisting in the registration of convention delegates or attendees.²⁹ This is generally an expenditure for larger cities that hold large conventions, and includes covering the personnel costs and costs of materials for the registration of convention delegates or attendees.

²³ Tex. Tax Code § 351.101(a).

²⁴ § 351.101(a)(1).

²⁵ § 351.001(2).

²⁶ *Id.*

²⁷ *Id.*

²⁸ *Id.*; see generally Tex. Tax Code §§ 351.101(a), (b).

²⁹ Tex. Tax Code § 351.101(a)(2).

3) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.

This provision allows expenditures for solicitations or promotional programs/advertising directly related to attracting tourists and convention delegates to the city or its vicinity.³⁰ Such expenditures are traditionally in the form of internet, newspaper, mail, television, or radio ads; or solicitations to promote an event or facility. The advertising or promotion must directly promote the hotel and convention industry.³¹ For example, the Texas Attorney General ruled that the local hotel occupancy tax may not be used for advertising or other economic development initiatives or improvements to attract new businesses or permanent residents to a city.³²

In certain cases, a city may be able to use the advertising and promotion category to justify covering the costs of advertising an event that will attract tourists and hotel guests, even though the administrative or facility costs for the underlying event would not qualify for hotel tax funding.³³

4) Expenditures that promote the arts.

This section authorizes the expenditure of local hotel occupancy tax for a variety of art-related programs that also promote tourism and local hotel and convention activity.³⁴ Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms.³⁵ However, it is not enough that a facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.³⁶

Section 351.101(a) of the Tax Code specifically states that “the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.” The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: “Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry,’ and only for the specific uses listed in the statute.” **There are many success stories of cities that have partnered with the arts entities to turn one day arts events into multi-day events that can substantially increase tourism and hotel activity. Such partnerships and long term planning can help both foster the arts and grow hotel tax proceeds that can be made available to the arts.**

Additionally, the amount of funding a city allocates to the arts category may be limited by statute. See the “Special Rules” section of this guide, starting on page 23.

³⁰ § 351.101(a)(3).

³¹ § 351.101(b).

³² Op. Tex. Att’y Gen. No. JM-690 (1987).

³³ See generally Tex. Tax Code § 351.101(a)(3).

³⁴ Tex. Tax Code § 351.101(a)(4).

³⁵ *Id.*

³⁶ § 351.101(b).

5) Funding historical restoration or preservation programs.

A city may spend a portion of its hotel occupancy tax revenues to enhance historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums that are likely to attract tourists and hotel guests.³⁷ Texas law does not limit such funding to structures that are owned by a public or nonprofit entity, or to whether the project is listed on a historic registry, but the city may choose to impose such limitations.

It is not enough that a project or activity event merely be historical in nature; Texas law requires that the historical related expenditure also directly promote tourism and the hotel and convention industry.³⁸ Section 351.101(a) of the Tax Code specifically states that "the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry." The Attorney General in Opinion GA-0124 (2003) reaffirmed this standard when it held: "Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue "only to promote tourism and the convention and hotel industry" and only for the specific uses listed in the statute."

Additionally, the amount of funding a city allocates to the historical programs category may be limited by statute. See the "Special Rules" section of this guide, starting on page 23.

6) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of under 1 million.

This section authorizes a municipality located in a county with a population of under 1 million to use local hotel occupancy tax revenue to fund certain expenses, including promotional expenses, directly related to a sporting event.³⁹ To qualify under this authorization, the sporting event must be one that would "substantially increase economic activity at hotels and motels within the city or its vicinity."⁴⁰ The statutory authorization also requires that a majority of the participants in the sporting event also be tourists to the area.⁴¹

This category is intended to allow communities to fund the event costs for sporting tournaments that result in substantial hotel activity. For example, if a city had to pay an application fee to seek a particular sporting event or tournament, it could use hotel tax for such an expenditure if the sporting event would substantially increase economic activity at hotels and the city was within a county of under one million population. The requirement that a majority of the participants must be "tourists" is included in the statutory authority to prohibit the use of local hotel tax for sporting related facilities or events are purely local (e.g.; local recreation centers, local little league and parks events, intramural sports, etc.).

³⁷ § 351.101(a)(5).

³⁸ § 351.101(b).

³⁹ § 351.101(a)(6).

⁴⁰ *Id.*

⁴¹ *Id.*

7) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.

Certain statutorily bracketed cities may use local hotel occupancy tax to enhance and upgrade existing sports facilities owned by the municipality.⁴² Acceptable sports facilities include those for baseball, softball, soccer, and flag football.⁴³ The municipality must own the sporting facility, and the municipality must meet one of the following population requirements in the Code. A full version of this article, with information including which cities are eligible for this category, is available by contacting THLA at 512-474-2996.

Texas law further requires that before local hotel tax to be used for this purpose, the sports facilities and fields must have been used a combined total of more than 10 times for district, state, regional, or national sports tournaments in the preceding calendar year.⁴⁴

If hotel tax revenues are spent on enhancing or upgrading a sports facility, the municipality must also determine the amount of "area hotel revenue" generated by hotel activity from sports events held at the hotel tax funded facility for five years after the upgrades to the sport facility are completed.⁴⁵ The area hotel revenues that were generated from sports events at the hotel tax funded facility over that five year period must at least equal the amount of hotel tax that was spent to upgrade the sports facility.⁴⁶ If the amount of hotel tax that was spent on the facility upgrades exceeds hotel revenue attributable to events held at that facility over that five year period, the municipality must reimburse the hotel occupancy tax revenue fund any such difference from the municipality's general fund.⁴⁷

For example, if a city spent \$400,000 on improvements to its soccer fields, it would have to show at least \$400,000 in area hotel revenue directly attributable to events held at that soccer field over the five year period after the soccer field improvements were completed. If the city could only show \$300,000 in hotel industry revenue due to events held at that soccer field, the city would have to reimburse the city hotel tax with the \$100,000 difference from the city's general fund.

8) Funding transportation systems for tourists

Often with conventions and large meetings, there is a need to transport the attendees to different tourism venues. In 2007, the Texas Legislature authorized the use of city hotel tax for any sized city to cover the costs for transporting tourists from hotels to and near the city to any of the following destinations:

- the commercial center of the city;
- a convention center in the city;
- other hotels in or near the city; and
- tourist attractions in or near the city.⁴⁸

⁴² § 351.101(a)(7).

⁴³ *Id.*

⁴⁴ Tex. Tax Code §§ 351.101(a)(7), 351.1076.

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ *Id.*

⁴⁸ § 351.110(a).

The reimbursed transportation system must be owned and operated by the city, or privately owned and operated but financed in part by the city.⁴⁹ For example, this authority could be used to cover the costs of a city to finance certain private shuttles to operate between the convention center and area hotels and attractions for a large city-wide convention. The law specifically prohibits the use of the local hotel tax to cover the costs for a transportation system that serves the general public.⁵⁰

9) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

In 2009, the Texas Legislature added a statutory category that allows cities to use municipal hotel occupancy tax revenue to pay for signage directing tourists to sights and attractions frequently visited by hotel guests in the municipality.⁵¹ Arguably, this type of expenditure was permissible as “advertising and promotion” prior to this 2009 legislation. However, the Legislature codified this understanding to officially include signage directing tourists to sights and attractions that are frequently visited by hotel guests.⁵²

⁴⁹ § 351.110(b).

⁵⁰ § 351.110(c).

⁵¹ § 351.101(a)(9).

⁵² *Id.*

Administering Hotel Occupancy Tax Revenue Expenditures

Duty of funded entities to provide a list of activities.

All entities (including the city itself) that are directly or indirectly funded by the local hotel occupancy tax are annually required to provide a list of the scheduled activities, programs, or events that will directly enhance and promote tourism and the convention and hotel industry.⁵³ This list is to be provided annually to the city secretary or his/her designee prior to the expenditure of the hotel occupancy tax funding by the funded entity.⁵⁴ An entity may add items to this list at any time, and each city decides the format for providing this information. This documentation requirement does not apply if the entity already provides written information to the city indicating which scheduled activities or events that it offers that directly enhance and promote tourism and the convention and hotel industry. For example, cities that require quarterly or annual reports on the use of hotel tax by hotel tax funded entities would satisfy this requirement if their report addresses the extent to which their events directly promote tourism and hotel activity.⁵⁵

It is important to remember that if an entity does not have any such events or programs reasonably expected to directly promote tourism and the hotel and convention industry, it is not eligible for local hotel occupancy tax funding.⁵⁶ If only a portion of an entity's programs fit this criteria, then only a proportionate amount of that entity's costs should be covered by the local hotel occupancy tax.⁵⁷

Delegating management of funded activities.

The governing body of a city may delegate the management or supervision of programs funded by the hotel occupancy tax by written contract.⁵⁸ This delegation may be made to a person, another governmental entity, or to a private organization.⁵⁹ This delegation is often made to a local arts council, a chamber of commerce, or to the convention and visitors bureau. The municipality shall approve the entity's annual budget prior to delegating the management or supervision of hotel tax funded programs.⁶⁰ Furthermore, the municipality shall require the delegated entity to make periodic reports, at least quarterly, listing the hotel occupancy tax expenditures made by the delegated entity.⁶¹ Additionally, the Code requires that the contracted entity maintain complete and accurate financial records for every expenditure of hotel occupancy tax revenue, and upon the request of the municipality or another person, make the records available for inspection and review.⁶²

An entity with delegated authority to manage hotel tax funded programs undertakes a fiduciary duty with respect to the use of the tax revenue.⁶³ Such entities are also required to maintain the city hotel occupancy tax revenue in a separate bank account that may not be commingled with any other account

⁵³ § 351.108(b).

⁵⁴ *Id.*; § 351.108(d).

⁵⁵ § 351.108(g).

⁵⁶ § 351.101(b).

⁵⁷ § 351.101(e).

⁵⁸ § 351.101(c).

⁵⁹ *Id.*

⁶⁰ *Id.*

⁶¹ *Id.*

⁶² § 351.101(d).

⁶³ § 351.101(c).

or funds.⁶⁴ The Tax Code does not contain similar prohibitions against commingling the funds for individual organizations, such as an arts or historical group that receives hotel tax funding for their individual program, but do not themselves oversee hotel tax funding to other entities.

Use of hotel occupancy tax revenues to cover administrative expenses.

Texas law allows proceeds of the municipal hotel occupancy tax to be used to cover the portion of administrative costs that are directly attributable to work on activities that may be funded by the tax.⁶⁵ For example, entities that manage activities funded by the hotel occupancy tax may spend some of the tax for certain day-to-day operational expenses.⁶⁶ These expenses may include supplies, salaries, office rental, travel expenses, and other administrative costs.⁶⁷ However, these costs may be reimbursed only if the expenses are incurred in the promotion and servicing of expenditures authorized under the hotel occupancy tax laws.⁶⁸ The portion of the administrative costs that are covered should not exceed the percentage of the cost that is attributable to the activity funded by the hotel occupancy tax.⁶⁹ For example, administrators who spend 33 percent of their time overseeing hotel occupancy tax funded programs should seek funding for no more than 33 percent of their salary or 33 percent of other related overhead costs. Additionally, hotel occupancy tax revenues may be spent on travel that is directly related to the performance of the person's job in an efficient and professional manner.⁷⁰ This travel should facilitate the acquisition of skills and knowledge that will promote tourism and the convention and hotel industry.⁷¹

⁶⁴ *Id.*

⁶⁵ § 351.101(e).

⁶⁶ *Id.*

⁶⁷ *Id.*

⁶⁸ *Id.*

⁶⁹ *Id.*

⁷⁰ § 351.101(f).

⁷¹ *Id.*

What Cities Need to Know to Administer Municipal Hotel Occupancy Taxes - Abridged Version

Special Rules for Selected Municipalities

The Texas Tax Code provides additional rules for certain Texas cities based on the city's population brackets. A full version of this article with information on city-specific rules is available by contacting THLA at 512-474-2996.

Additional Information

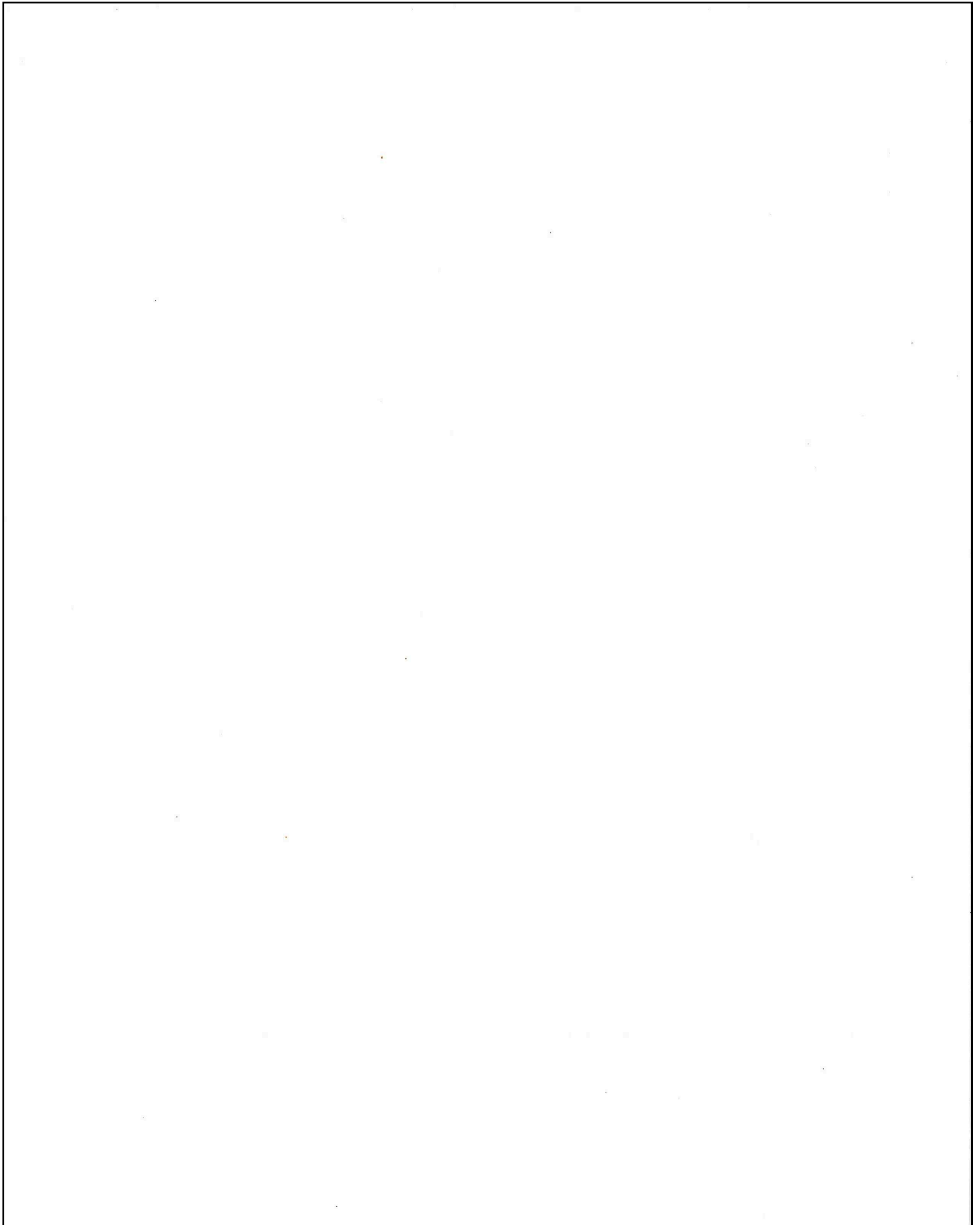
If a city or funded entity has additional questions about the administration or use of the hotel occupancy tax, it is welcome to contact the Texas Hotel & Lodging Association for assistance by phone at (512) 474-2996. THLA has sample documents available to assist in administering hotel taxes, such as funding grant application forms, post event forms, and tax collection guidelines.

Texas city officials can also make inquiries to the legal staff of the Texas Municipal League at (512) 231-7400. Finally, all entities may make inquiries to the Municipal Affairs Section of the Office of the Attorney General of Texas (OAG). The OAG's Municipal Affairs Division can be reached by phone at (512) 475-4683.

What Cities Need to Know to Administer Municipal Hotel Occupancy Taxes - Abridged Version

Index

- Administrative costs, 7, 13
- Advertising, solicitations, and promotions that attract tourists and convention delegates to the city, 8
- Application form, 6
- Arts expenditures, 8
- Attorney General. *See* Texas Attorney General's Office
- Authorized Entities and Procedures, 3
- Comptroller. *See* Texas Comptroller
- Contracts, 12
- Convention center, 7, 10
- Convention Center funding, 7
- Convention registration, 7
- Delegating the Management of Funded Activities, 12
- Dormitories, 3
- Exemptions from the Tax, 4
- Extraterritorial Jurisdiction (ETJ), 3
- Federal Employees, 4
- Fiduciary duty, 12
- Historical restoration and preservation, 9
- Hospitals, 3
- Houston, 3
- List of activities, 12
- Nursing homes, 3
- Penalties for Failure to Report or Collect the Tax, 4
- Permanent resident exemption, 4
- Post event form, 6, 14
- Religious entities, 4
- Reporting, 12
- San Antonio, 3
- Sanitariums, 3
- Signage, 11
- Sporting events, 9
- Sports facilities or sports fields, 10
- State officials, 4
- Texas Attorney General XE "Attorney General" \t "See Texas Attorney General's Office" 's Office, 8
- Texas Attorney General's Office, 9
- Texas Comptroller's Office, 3
- Transportation systems for tourists, 11
- Use of Local Hotel Occupancy Tax Revenues Criteria #2, 7
- Visitor Information Center funding, 7



ORDINANCE NO. 927

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS,
AMENDING THE CODE OF ORDINANCES OF THE CITY OF DUNCANVILLE,
BY AMENDING SECTION 18-11 OF THE CODE OF ORDINANCES TO
INCREASE THE HOTEL OCCUPANCY TAX TO FIVE PERCENT (5%); AND
PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

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

SECTION 1. That Section 18-11 of the Code of
Ordinances of the City of Duncanville, Texas, is hereby
amended to read as follows:

"Sec. 18-11. Tax levied; amount.

Under the provisions of Article 1269j-4.1,
Vernon's Revised Civil Statutes, there is
hereby levied a tax upon the cost of occu-
pancy of any sleeping room furnished by any
hotel, where the cost of occupancy is at the
rate of Two Dollars (\$2.00) or more per day,
such tax to be equal to five percent (5%) of
the consideration paid by the occupant for
such room to such hotel, exclusive of other
occupancy taxes imposed by other governmental
agencies."

SECTION 2. That this ordinance shall take effect
on the 1st day of January, ¹⁹⁸⁴~~1983~~ 06 18

SECTION 3. That all ordinances in conflict with
the provisions of this ordinance be, and the same are hereby
repealed.

DULY PASSED by the City Council of the City of
Duncanville, Texas, on the 11th day of October, 1983.

APPROVED:

MAYOR

Russ Kent
MAYOR

APPROVED AS TO FORM:

Ruth Smith
CITY ATTORNEY

DULY RECORDED:

Debbie Dene
CITY SECRETARY

ORDINANCE NO. 1177

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, REPEALING ORDINANCE NO. 927 AND AMENDING THE CODE OF ORDINANCES OF THE CITY OF DUNCANVILLE, BY AMENDING THE CODE OF ORDINANCES TO INCREASE THE HOTEL OCCUPANCY TAX TO SEVEN PERCENT (7%); AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

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

SECTION 1. That Section 18-11 of the Code of Ordinances of the City of Duncanville, Texas, is hereby amended to read as follows:

"Sec. 18-11. Tax levied; amount. Under the provisions of Article 1259j-4.1, Vernon's Revised Civil Statutes, there is hereby levied a tax upon the cost of occupancy of any sleeping room furnished by any hotel, where the cost of occupancy is at the rate of Two Dollars (\$2.00) or more per day, such tax to be equal to seven percent (7%) of the consideration paid by the occupant for such room to such hotel, exclusive of other occupancy taxes imposed by other governmental agencies."

SECTION 2. That this ordinance shall take effect on the 1st day of October, 1988

SECTION 3. That all ordinances in conflict with the provisions of this ordinance be, and the same are hereby repealed.

DULY PASSED by the City Council of the City of Duncanville, Texas on the 19th day of September, 1988.

APPROVED:


MAYOR

DULY RECORDED:


City Secretary



HOTEL OCCUPANCY TAX USE GUIDELINES UNDER TEXAS STATE LAW FUNDING APPLICATION FORM

State Law: As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry.

Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:

- a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.
- b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.
- c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry:** advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.
- d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.
- e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.
- f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in which most participants are tourists. The event must substantially increase economic activity at hotels within the city.
- g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
 - 1. the commercial center of the city.
 - 2. a convention center in the city.
 - 3. other hotels in or near the city; or

4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the public.

- h) **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

City of Duncanville: The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **To ensure funding consideration for your event, requests for funds should be submitted on this official application by July 31st.** The application will be reviewed by the City of Duncanville staff to ensure the funding requests meet state guidelines. Once the application has been reviewed and is determined it meets minimum state qualifications for funding, the applicant will be invited to provide a presentation on their funding request to City Staff. The request will then be analyzed to determine the event's total economic impact on the community. Staff will notify the applicant when their request and staff's recommendation will be presented to the City Council for consideration. The applicant is required to attend the City Council meeting for the request to be considered. The applicant may be asked to provide the City Council with a presentation regarding their request as well.

Eligibility and Priority for Hotel Tax Funds: *Priority will be given to those events and entities based on their ability to generate overnight visitors to Duncanville.* The amount that you are requesting should consider the gross amount of hotel night revenue that you are predicting will be created or sustained by your event. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. HOT Funds awarded will be based on the number of hotel rooms rented and the economic impact on the city. Events can prove this potential to generate overnight visitors by:

- a) **historical information on the number of room nights used during previous years of the same events.**
- b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event.**
- c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**
- d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

Use of Revenues from Event: A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT Funds should be channeled back into the future costs of operating that same event or the continued operation of the project. No other outside event(s), project, charity, etc., sponsored by the host organization may profit from the City of Duncanville funding of a particular event.

Supplemental Information Required with Application: Along with the application, please submit the following:

- _____ Proposed Marketing Plan for Funded Event
- _____ Schedule of Activities or Events Relating to the Funded Project
- _____ Past Marketing Materials used to promote the event.

Please Submit to the attention of:

Duncanville Economic Development

Mail To:

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

Drop Off:

Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call: 972.780.5000.

Or email: eco@duncanvilletx.gov



Hotel Occupancy Funding Application

Date: _____

Organization Information

Name of Organization: _____

Address: _____

City, State, Zip: _____

Contact Name: _____ Contact Phone Number: _____

Web Site Address for Event or Sponsoring Entity: _____

Non-Profit or For-Profit Status: _____ Tax ID #: _____

Entity's Creation Date: _____

Purpose of your organization: _____

Event Information

Name of Event or Project: _____

Date of Event or Project: _____

Primary Location of Event or Project: _____

Amount Requested: \$ _____

How will the funds be used? _____

Primary Purpose of Funded Activity/Facility:

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$_____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$_____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ **f) Expenses, including promotional expenses, directly related to a sporting event in which most participants are tourists. The event must substantially increase economic activity at hotels within the city or in its vicinity.** Amount requested under this category:

\$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$_____**

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$_____**

What tourist attractions will be the subject of the signs?

In detail, describe how the funds will be used and include appropriate documentation.

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _____
2. Expected Attendance: _____
3. How many people attending the Event or Project will use Duncanville hotels? _____
Number of rooms rented for your event: _____
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? _____

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.

6. How will you measure the impact of your event on area hotel activity (e.g., room block usage information, survey of hoteliers, etc.)? _____

7. Please list other organization, government entities, and grants that have offered financial support to your project: _____

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

9. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: \$ _____
Radio: \$ _____
TV: \$ _____
Other Paid Advertising: \$ _____

Number of Press Releases/Media Alerts sent to the Media: _____
Number of Direct Mailings to out-of-town recipients: _____

Other Promotions: _____
10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? _____
11. Will you negotiate a special rate or hotel/event package to attract overnight stays?

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

13. What geographic areas does your advertising and promotion reach? _____

14. How many individuals will your proposed marketing reach that are in another city or county?

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to the attention of:

Duncanville Economic Development

Mail To:

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

Drop Off:

Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call: 972.780.5000.

Or email: eco@duncanvilletx.gov



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Council Briefing on an opportunity to collaborate with the Duncanville Community Economic Development Corporation in the development of parcels currently off the tax rolls and owned by the City of Duncanville.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Douglas Finch, City Manager

BACKGROUND/HISTORY:

The City of Duncanville has acquired a number of properties over the years due to property tax defaults, and other circumstances. Approximately five million dollars in assessed value is currently off of the tax rolls as it is owned by the City of Duncanville.

The Duncanville Community Economic Development Corporation (DCEDC) is interested in collaboration with the City Council to develop the parcels owned by the City with third party entities to place the parcels back onto the tax rolls, while developing the parcels in keeping with the City's Comprehensive Plans and Zoning Regulations to attract development appropriate for the community.

Additionally, the DCEDC is interested in the creation of an agreement between the City Council of the City of Duncanville and the Duncanville Community Economic Development Corporation which would lay out general practices and procedures in which the DCEDC and City Council would move forward with the review of City owned parcels for consideration in this type of development opportunity.

The DCEDC also understands, pursuant to Bylaws of the Duncanville Community and Economic Development Corporation, as adopted by the City Council via Resolution No.2017-032, on April 13, 2017; the purpose of the DCEDC includes (section 2) "all permissible projects prescribed by the Act, and for parks and park facilities, municipal buildings, including maintenance and operating costs of such facilities, for the promotion and expansion of manufacturing and industrial facilities, and other economic development purposes."

The creation of a policy and procedure for the collaboration between the DCEDC and the City of Duncanville can be seen as a win-win situation helping to develop parcels returning them to the tax rolls, while additionally support City facilities for the benefit of the community. The concept of the policy would create a public benefit through development of the parcel(s) being conveyed to the DCEDC, through both the reinvestment of the funds received by the DCEDC into city facilities in keeping with the bylaws of the DCEDC; as well as the return of property to the tax rolls supporting the residents of the City of Duncanville.

POLICY EXPLANATION:

Sale or Exchange of Land

With limited exceptions, land owned by a city may only be sold at auction or pursuant to notice and competitive bidding, and at fair market value according to an appraisal obtained by the City. Some of the exceptions can be effectively used to allow a municipality to transfer land to a desired business prospect without notice and competitive bidding or auction, and for less than fair market value. The exceptions among others include:

- ☐ land that cannot be used independently because of its size, shape or lack of access to public roads § 272.001 (b) (1);
- ☐ sale of streets or alleys owned in fee or used by easement or acquired for such purposes § 272.001 (b) (2);
- ☐ exchange land or other real property interest originally acquired for streets, rights-of-way or easements for other land to be used for streets, rights-of-way, easements or other public purposes; § 272.001 (b) (3);
- ☐ **land that the city wants developed by an independent foundation § 272.001 (b) (4);**
- ☐ sale of land to another unit of government that has eminent domain power § 272.001 (b) (5) iii; and
- ☐ land that is located in a reinvestment zone that the city desires to have developed under a project plan adopted by the city for the zone (Tax Increment Reinvestment Zone) § 272.001 (b) (6).

Independent Foundation (example 4B - Duncanville Community Economic Development Corporation)

A city may acquire land and then transfer the land to a specific end user for an economic development project without conducting an auction or notice and competitive bidding if the transfer is passed to and through an independent foundation. What constitutes an "independent foundation" is not defined by statute. It may be the local chamber of commerce, a Type A or Type B development corporation under the Development Corporation Act, or even a non-profit corporation, such as a local government corporation, formed by the City. In order for the statutory exception for notice and bidding to apply, the city's conveyance to the independent foundation must include a requirement that the property be developed by the foundation.

Note that the statute, specifically Tex. Loc. Govt. Code §272.001(b)(4), does not set forth any requirements that a city must impose regarding the nature, or even the timing, of the development to be required by the contract. It only states that the property is to be developed by the independent foundation pursuant to the contract. Nor does the statute provide that the independent foundation cannot further assign or convey its obligation to a third-party. Thus, the foundation is free to sell the property to the targeted end user business prospect, subject to the initial development obligation.

Furthermore, because most “independent foundations” (particularly Type A and **Type B corporations**) are not subject to Ch. 272 of the Texas Local Government Code, the foundation is able to sell or convey the land to the targeted business prospect without having to comply with the notice and competitive bidding requirements. However, as noted above, the contract of sale between the independent foundation and the business prospect must require the business prospect to develop the land in accordance with the city specifications set out in the contract between the city and the foundation.

Note that the independent foundation can also could sell or convey the property to the business prospect with or without payment of the fair market value. Under Ch. 272, the independent foundation must still pay the city the fair market value of the land; however, a city can use the authority of Chapter 380 of the Texas Local Government Code to provide a loan or grant to the independent foundation to fund all or a portion of the purchase from the city or provide a Chapter 380 grant to fund all or a portion of the developer’s acquisition of the property from the independent foundation, which in turn uses the grant funds to make the purchase from the city. Thus, if you are following the money, the funds never have to leave the city’s accounts.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

Other actions as directed by Council.

ATTACHMENTS:

[City Property](#)

[SellingMunicipalProperty-EconDev](#)

DISTRICT	NO	Street	Land & Imp	Impr
1	805 W	WHEATLAND RD	\$ 249,600.00	\$ -
1	609 W	DANIELDALE RD	\$ 554,330.00	\$ -
1	302 S	VENICE DR	\$ 132,550.00	\$ -
			\$ 936,480.00	\$ -
3	727 S	COCKRELL HILL RD	\$ 375,000.00	\$ -
3	100 E	WHEATLAND RD	\$ 770,910.00	\$ 257,600.00
3	3 N	MERRILL RD	\$ 6,500.00	\$ -
3	4 N	MERRILL RD	\$ 6,500.00	\$ -
3	5 N	MERRILL RD	\$ 6,500.00	\$ -
3	6 N	MERRILL RD	\$ 6,500.00	\$ -
3	7 N	MERRILL RD	\$ 6,500.00	\$ -
3	8 N	MERRILL RD	\$ 6,500.00	\$ -
3	9 N	MERRILL RD	\$ 6,500.00	\$ -
3	10 N	MERRILL RD	\$ 6,500.00	\$ -
3	11 N	MERRILL RD	\$ 6,500.00	\$ -
3	12 N	MERRILL RD	\$ 6,500.00	\$ -
3	13 N	MERRILL RD	\$ 6,500.00	\$ -
3	14 N	MERRILL RD	\$ 6,500.00	\$ -
3	15 N	MERRILL RD	\$ 6,500.00	\$ -
3	16 N	MERRILL RD	\$ 6,500.00	\$ -
3	17 N	MERRILL RD	\$ 6,500.00	\$ -
3	18 N	MERRILL RD	\$ 6,500.00	\$ -
3	19 N	MERRILL RD	\$ 6,500.00	\$ -
3	20 N	MERRILL RD	\$ 6,500.00	\$ -
3	21 N	MERRILL RD	\$ 6,500.00	\$ -
3	22 N	MERRILL RD	\$ 6,500.00	\$ -
3	23 N	MERRILL RD	\$ 6,500.00	\$ -
3	24 N	MERRILL RD	\$ 6,500.00	\$ -
3	25 N	MERRILL RD	\$ 6,500.00	\$ -
3	26 N	MERRILL RD	\$ 6,500.00	\$ -
3	27 N	MERRILL RD	\$ 6,500.00	\$ -
3	28 N	MERRILL RD	\$ 6,500.00	\$ -
3	29 N	MERRILL RD	\$ 6,500.00	\$ -
3	30 N	MERRILL RD	\$ 6,500.00	\$ -
3	31 N	MERRILL RD	\$ 6,500.00	\$ -
3	500 E	WHEATLAND RD	\$ 23,980.00	\$ -
3	567	JOHNSON DR	\$ 30,000.00	\$ -
			\$ 1,388,390.00	\$ 257,600.00
4	1730	S MAIN ST	\$ 320,250.00	\$ -
4	275	E US HWY 67	\$ 117,870.00	\$ -
4	1300	WOODLANDS LN	\$ 57,840.00	\$ -
4	300	E US HWY 67	\$ 290,900.00	\$ -
4	371	SOFTWOOD DR	\$ 45,000.00	\$ -
4	367	SOFTWOOD DR	\$ 45,000.00	\$ -
4	534	MEADOWGLEN DR	\$ 35,000.00	\$ -

4	1715 LIMETREE LN	\$ 35,000.00	\$ -
4	1711 LIMETREE LN	\$ 35,000.00	\$ -
		<u>\$ 981, 860. 00</u>	<u>\$ -</u>
5	223 WOODHAVEN BLVD	\$ 40,000.00	\$ -
5	730 E IH 20	\$ 1,972,880.00	\$ 1,053,550.00
5	4 BELMONT PL	\$ 31,910.00	\$ -
5	923 JUNGLE DR	\$ 38,500.00	\$ -
		<u>\$ 2, 083, 290. 00</u>	<u>\$ 1, 053, 550. 00</u>

TOTALS	\$ 5, 390, 020. 00
--------	--------------------

Land Only	Description
\$ 249,600.00	VACANT
\$ 554,330.00	VACANT LOT
\$ 132,550.00	VACANT
\$ 936,480.00	
\$ 375,000.00	VACANT
\$ 513,310.00	PREVIOUS DALLAS COUNTY TAX OFFICE
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 6,500.00	MSRR FLATS PLANNED DEVELOPMENT
\$ 23,980.00	ROW ISLAND
\$ 30,000.00	RIGHT OF WAY
\$ 1,130,790.00	
\$ 320,250.00	VACANT LOT
\$ 117,870.00	VACANT LOT
\$ 57,840.00	RIGHT OF WAY UNDEVELOPED SUBDIVISION
\$ 290,900.00	DRAINAGE LOT
\$ 45,000.00	VACANT LOT
\$ 45,000.00	VACANT LOT
\$ 35,000.00	DRAINAGE LOT

\$	35,000.00	SHENANDOAH PARK
\$	35,000.00	SHENANDOAH PARK
\$	981,860.00	

\$	40,000.00	PREVIOUS IMPOUND LOT
\$	919,330.00	VACANT LOT
\$	31,910.00	VACANT LOT
\$	38,500.00	DRAINAGE LOT
\$	1,029,740.00	

\$ 4,078,870.00

Zoning	Property Name
LOR Local Office/Retail District	VACANT
PD, Planned Development District	VACANT
SUP, Specific Use	VACANT

[illegible]

GOR General Office/Retail District	VACANT
GOR General Office/Retail District	VACANT
GOR General Office/Retail District	STREETS ON PAPER
LOR Local Office/Retail District	VACANT

SF-10 Single-Family Residential District
SF-10 Single-Family Residential District
SF-7 Single-Family Residential District

SF-7 Single-Family Residential District
SF-7 Single-Family Residential District

C Commercial District
GOR General Office/Retail District
PD, Planned Development District
SF-10 Single-Family Residential District

UNOCCUPIED

SELLING MUNICIPAL PROPERTY FOR ECONOMIC DEVELOPMENT

PETER G. SMITH

Nichols Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

PSMITH@NJDHS.COM
(214) 965-9900

TEXAS CITY ATTORNEYS ASSOCIATION
2010 Summer Conference
June 9 – 11, 2010
South Padre

Thanks to Kevin Laughlin of the Firm for his assistance in the preparation of this paper.

PETER G. SMITH

Direct Dial: (214) 665-3365
E-mail: psmith@njdhs.com

Peter G. Smith was born on September 4, 1952, in Providence, Rhode Island. He pursued his preparatory and legal education at Texas Tech University obtaining his B.A. in 1974 and J.D. in 1976. He is a member of Delta Theta Phi, Pi Sigma Alpha (Political Science Honorary), and the State Bar of Texas, State Bar of Texas Property Tax Committee.

Mr. Smith holds memberships in various professional associations including: Texas Municipal League; Texas City Attorneys Association; Texas Association of Assessing Officers; and Texas Association of Appraisal District. He is a member of the Advisory Board of Municipal Legal Studies Center, Center for American and International Law and frequently lectures and authors articles on municipal law, economic development and ad valorem taxation.

Mr. Smith is a partner in the law firm of Nichols, Jackson, Dillard, Hager & Smith, L.L.P., Dallas, Texas, with areas of expertise in municipal law, land use, economic development, ad valorem taxation, municipal law, administrative, and zoning law. His practice is devoted almost entirely to the representation of political subdivisions including trial and appellate litigation on behalf of appraisal districts, property and units of government throughout the State. The firm was initially formed in 1895, making it one of the oldest continuing law firms in Dallas, Texas. The firm has over fifty years experience in municipal law. The firm serves as counsel for municipalities, appraisal districts, and political subdivisions throughout the State. Currently, Mr. Smith is City Attorney for the Cities of Richardson, DeSoto, Allen, Farmers Branch and Sachse. He is also general counsel for the Denton County Transportation Authority and the Dallas, Tarrant and Williamson Central Appraisal Districts.

Economic Development Projects

The promotion of economic development projects sometimes requires city participation in the acquisition and disposition of land for the developer or business prospect. Often, the City (and/or Type A or Type B corporation under Texas Local Government Code, Chapters 501-505) has surplus property or already owns the land desired for the project or the business prospect. Cities also sometimes acquire property to hold for future desired development. The types of projects can range from acquisition of land for retail, commercial and industrial projects to the conveyance of abandoned or unused right-of-way, streets or alleys.ⁱ The goal, of course, is to ensure that title to the target real estate interest ends up in the hands of the desired end user. The problem is figuring out how to achieve that goal without (1) having to conduct the sale pursuant to the statutory process requiring notice and competitive bidding or conducting an auction and (2) in some instances, selling the property interest for less than fair market value.

Sale or Exchange of Land

With limited exceptions, land owned by a city may only be sold at auction or pursuant to notice and competitive bidding, and at fair market value according to an appraisal obtained by the city.ⁱⁱ Some of the exceptions can be effectively used to allow a municipality to transfer land to a desired business prospect without notice and competitive bidding or auction, and for less than fair market value.

The exceptions among others include:

- land that cannot be used independently because of its size, shape or lack of access to public roads § 272.001 (b) (1);
- sale of streets or alleys owned in fee or used by easement or acquired for such purposes § 272.001 (b) (2);
- exchange land or other real property interest originally acquired for streets, rights-of-way or easements for other land to be used for streets, rights-of-way, easements or other public purposes; § 272.001 (b) (3);
- land that the city wants developed by an independent foundation § 272.001 (b) (4);
- sale of land to another unit of government that has eminent domain power § 272.001 (b) (5) ⁱⁱⁱ; and
- land that is located in a reinvestment zone that the city desires to have developed under a project plan adopted by the city for the zone (*Tax Increment Reinvestment Zone*) § 272.001 (b) (6).

Undevelopable Tracts

A city may in a private sale convey to a business prospect narrow strips of land, or land that because of its shape, lack of access to public roads, or small areas that cannot be used independently. When a city acquires fee simple title for right-of-way or other purposes, it often ends up with a remnant tract or left over piece of land that cannot be developed independently. The remnant just sits there, exempt from taxation, and worse, costs the city money for

maintenance. To cure this ill, the city may convey the remnant tract to an adjoining property owner (commercial, industrial and even residential) for expansion of the adjoining tract.

However, I have one word of advice to avoid future headaches related to conveying unusable remnants. Make sure that in the conveyance agreement, the city requires the purchaser/grantee to re-plat the adjoining property to incorporate the orphan tract. This will avoid questions that may arise months or even decades later regarding ownership of the remnant, whether or not the property can or should be counted for minimum frontage or square footage in relation to buildable lot requirements, etc.

Transfer of Streets and Alleys

A city may also convey streets or alleys owned in fee or used by easement in a private sale to the abutting property owner. Thus, if a business wants to expand its operations and requests the city abandon an existing street or alley, the city can do so without notice and competitive bidding or auction.

Exchange of Land Originally Acquired for Streets, Rights-of-Way or Easements for Other Land to be Used for Streets, Rights-of-Way, Easements or Other Public Purposes.

A city may also exchange land or other real property interest originally acquired for streets, rights-of-way or easements for other land to be used for streets, rights-of-way, easements or other public purposes. Thus, in a transaction with a private entity, a city can exchange such property with a business prospect, including a residential property owner, for other land to be dedicated for streets, rights-of-way, easements or used for other public purposes. Streets or alleys owned in fee or used as easements or narrow strips of land can be sold to the abutting property owners without payment of the fair market value for the property.

A question remains as to the meaning of the term “other public purpose”. Traditionally “public purpose” has been construed by the courts to mean public infrastructure, streets, alleys, water and sewer, parks, fire and police station and other public buildings and facilities. However, in 1987, Article III of the Texas Constitution was amended to add section 52-a, which provides that the promotion of economic development constitutes a public purpose.^{iv} Article III, section 52-a, expanded the constitutional definition of public purpose to include economic development and the diversification, elimination of unemployment and underemployment, stimulation and growth of agriculture, and the expansion of state transportation and commerce. See Atty. Gen. Op. JM-1255 (1990). Chapter 380 of the Texas Local Government Code is the enabling legislation for Article III, Section 52-a. By enacting Section 380.001, the legislature authorized municipalities to perform any of the functions that article III, section 52-a permitted the legislature to delegate. Section 380.001 of the Texas Local Government Code implements article III, section 52-a, and is therefore constitutional. See Tex. Atty. Gen. Op. DM-185 (1992) (Texas Attorney General held that Section 380.001 is constitutional).^v Thus a city may exchange land that was originally acquired not only for streets and alleys, but also economic development purposes for other land for an economic development project. Simply stated, Article III, Section 52-a expanded the definition of public purpose for purposes of § 272.001 (b) (3) beyond the

historical and outdated Texas Supreme Court definitions. The business prospect may have some land (or could acquire a tract for the city) that a city desires or could use for some other economic development project that could be exchanged for a city-owned tract. If the city-owned land abuts the land owned in fee simple by the business prospect, the exchange need not be for fair market value.

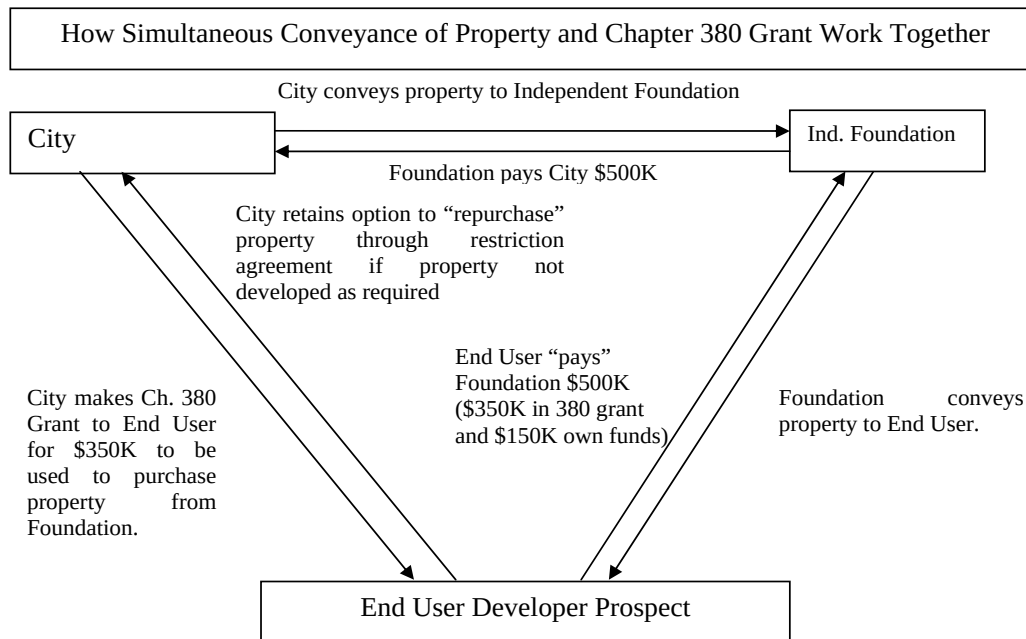
Independent Foundation

A city may acquire land and then transfer the land to a specific end user for an economic development project without conducting an auction or notice and competitive bidding if the transfer is passed to and through an independent foundation.^{vi} What constitutes an “independent foundation” is not defined by statute. It may be the local chamber of commerce, a Type A or Type B development corporation under the Development Corporation Act, or even a non-profit corporation, such as a local government corporation, formed by the City.^{vii}

In order for the statutory exception for notice and bidding to apply, the city’s conveyance to the independent foundation must include a requirement that the property be developed by the foundation. Note that the statute, specifically Tex. Loc. Govt. Code §272.001(b)(4), does not set forth any requirements that a city must impose regarding the nature, or even the timing, of the development to be required by the contract. It only states that the property is to be developed by the independent foundation pursuant to the contract. Nor does the statute provide that the independent foundation cannot further assign or convey its obligation to a third-party. Thus, the foundation is free to sell the property to the targeted end user business prospect, subject to the initial development obligation.

Furthermore, because most “independent foundations” (particularly Type A and Type B corporations) are not subject to Ch. 272 of the Texas Local Government Code, the foundation is able to sell or convey the land to the targeted business prospect without having to comply with the notice and competitive bidding requirements. However, as noted above, the contract of sale between the independent foundation and the business prospect must require the business prospect to develop the land in accordance with the city specifications set out in the contract between the city and the foundation.

Note that the independent foundation can also could sell or convey the property to the business prospect with or without payment of the fair market value. Under Ch. 272, the independent foundation must still pay the city the fair market value of the land; however, a city can use the authority of Chapter 380 of the Texas Local Government Code to provide a loan or grant to the independent foundation to fund all or a portion of the purchase from the city or provide a Chapter 380 grant to fund all or a portion of the developer’s acquisition of the property from the independent foundation, which in turn uses the grant funds to make the purchase from the city. Thus, if you are following the money, the funds never have to leave the city’s accounts. The following illustrates how this transaction is structured assuming fair market value of \$500,000 and End User Developer to pay \$150,000 toward property purchase:



Typically, there is a purchase and sale agreement for the land between the city and the independent foundation which includes a restriction agreement requiring the subsequent transfer of the land to the end user business prospect and which further requires the end user to develop the land in a certain manner. The restriction agreement may also contain (1) an option to repurchase the land if the business prospect does not develop the land in accordance with the city specifications set forth in the restriction agreement and/or (2) a right of first refusal in favor of the city in the event the end user elects to sell all or portion of the land to a third party within a certain time period. The option to repurchase typically allows the city to repurchase the property at the price paid by the business prospect including any Chapter 380 reduction in the original purchase price, plus the market value of any improvements constructed on the land. The right of first refusal typically allows the city the right to purchase the land or portion thereof in the event the end user elects to sell the land or portion thereof, including any improvements at the lesser of the third party price or the price originally paid by the end user. The specific terms of both the option and right of first refusal may vary depending on the prospect and the nature of the improvements to be constructed.

The purchase of the land by the independent foundation and the subsequent transfer to the end user is done in a simultaneous closing to reduce closing costs. For example, if the closings are in fact simultaneous, a pass-through agreement and acknowledgment^{viii} can be signed by the parties so that only a single title policy need be purchased. The purchase and sale agreement between the independent foundation and the city (or there may be a Chapter 380 agreement

directly between the city and the end user to reduce all or a portion of the fair market value purchase price) will typically provide that the land is being sold to the independent foundation for purposes of resale to the end user pursuant to § 272.001 (b)(4) for the fair market value according to an appraisal obtained by the city less an economic development grant which is defined as the difference between the fair market value of the land and the actual price to be paid typically \$100.00.^{ix}

Assignment of Option to Purchase or Purchase Agreement

As an alternative to the process to the transfer of property to an independent foundation, a city may in an appropriate circumstance negotiate and sign a purchase agreement for the targeted development site, and then assign the city's right to purchase the land under the purchase agreement to the business prospect. Since the city does not acquire title to the land or any interest in the land, the city never becomes the seller and § 271.001 will not apply to the transaction. As part of the transaction, the city may provide a Chapter 380 incentive grant to fund the purchase price to be paid by the business prospect, the terms of which grant would be set forth in a separate Chapter 380 agreement or in the terms of the assignment of the purchase agreement between the city and the business prospect. Of course, the purchase agreement with the third party seller must allow the city to assign the purchase or option agreement to a third party buyer without the prior consent of the seller.

Recently, Cabela's identified a site in the Village at Allen retailing shopping complex in Allen, Texas, on which it wanted to develop a new 100,000 square foot store. The target property was one on which the City had an existing option to repurchase as part of a previous economic development transaction. Because of the need to create an incentive for the owner of the target property to sell at less than a full cash market value, the city-to-foundation-to-end user structure would not work. Therefore, to accomplish the transaction, the City of Allen negotiated a purchase agreement with the third party owner, the terms of which Cabela's reviewed and approved. Concurrently, the City and Cabela's negotiated an assignment of the purchase agreement that contained additional provisions, such as a development restriction agreement to ensure the property was ultimately developed as required by the City. The transfer of the tract land to Cabela's for nominal consideration was a part of a larger economic development incentive package. The Chapter 380 incentive for reduction of the purchase price to be paid by Cabela's pursuant to the assignment of the option agreement was also set forth in the assignment and in a separate master Chapter 380 agreement with the City which contained the various economic development incentives.^x

Fair Market Value according to an Appraisal obtained by the City

As has been previously discussed, in most instances, a city must sell property for fair market value even when the property is not subject to the notice and bidding requirements. Fair market value can be determined by either an appraisal or the high bid at an auction. However, while many of us often naturally assume that the city must engage an MAI appraiser to prepare a formal report, Chapter 272 does not prescribe the type, of appraisal that the city must obtain to determine the fair market value of the property to be sold. While the appraisal may be a formal

appraisal prepared by a licensed appraiser, the property tax value according to the appraisal district or a real estate broker's opinion of value can also be used to satisfy the statute.

Private Sale within a TIRZ

A city may also convey real property that is located within a Tax Increment Reinvestment Zone ("TIRZ") in a private sale on any terms. The TIRZ Board and/or city may acquire and sell real property within a TIRZ to implement the project plan on any terms. Thus, the city may sell real property it owns within a TIRZ, without auction, or notice and competitive bidding as required by § 272.001; **and for any price** if the sale is necessary to implement the project plan for the TIRZ. *See* Tax Code § 311.008 (b) (2).^{xi} It unclear whether the exception for the sale of real property within a TIRZ is limited to the sale of the real property for a TIRZ project, which is generally limited to public improvements and infrastructure, and certain educational and transportation facilities, or for other public purposes. In some cases, it may be necessary to sell real property owned by the city located within a TIRZ to a developer or business prospect for a non TIRZ type project (non public improvements) in order to implement the project plan. The TIRZ Board of Directors with the approval of the city council has Chapter 380 powers and may expend municipal tax increment contributed to the TIRZ funds for projects which promote economic development projects. *See* Tax Code § 311.010 (h). Thus, if the property intended for the business prospect is located within a TIRZ, the sale or exchange would not be subject to notice and competitive bidding or auction pursuant to § 271.001 (b) and may not be limited to a TIRZ project promoted such transfer is necessary to implement the project plan.

Transfer to Political Subdivision with Eminent Domain Power

A city may also transfer property to another political subdivision with eminent domain power without notice and competitive bidding or auction. Unlike the other exceptions, property may not be conveyed or exchanged pursuant to § 271.0001(b) (5) for less than the fair market value. *See* Tex. Att'y Gen. Op. No. DM-441 (1997) (concluding that § 272.001 (b) (5) requires fixed, ascertainable consideration). This exception should not be used for the purpose of transferring land to an economic development prospect.

Section 272.001 (b) (5) does not authorize transfer of land to a private party for that private party's private use utilizing a governmental entity as a pass-through. *See* Tex. Atty Gen. Op. No. GA-0004 (2002). There the Texas Attorney General considered whether the Euleess Economic Development Corporation, a private non profit Texas corporation organized under the Development Corporation Act , is a governmental entity for purposes of § 272.001 (b) (5). The Texas Attorney General held that § 272.001(b) (5) exempts the transfer of property conveyed to a governmental entity that has the power of eminent domain; that the Euleess Economic Development Corporation is not a "governmental entity" for the purposes of § 272.001(b) (5); and that the exception does not authorize a political subdivision to transfer land to a private party by using a "governmental entity" as a pass-through.^{xii} This Attorney General Opinion is often erroneously cited for the proposition that a city may not transfer property to an independent foundation for subsequent transfer and development by a specific end user under § 272.001 (b) (4). The opinion never discusses the application of §272.001 (b)(4), and there is no indication in

the fact statement that the political subdivisions, in this case cities of Dallas and Fort Worth, acting through and in conjunction with DFW Airport Board, sought to impose any requirements to development of the land they were seeking to swap with the private developer using the Euless EDC as the conduit.

ⁱ Streets and alleys have been abandoned or conveyed to abutting property owners for enlargement of the existing business sites or for incorporation into the consolidation of lots for a project.

ⁱⁱ Sec. 272.001. NOTICE OF SALE OR EXCHANGE OF LAND BY POLITICAL SUBDIVISION; EXCEPTIONS. (a) Except for the types of land and interests covered by Subsection (b), (g), (h), (i), or (j), and except as provided by Section 253.008, before land owned by a political subdivision of the state may be sold or exchanged for other land, notice to the general public of the offer of the land for sale or exchange must be published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county. The notice must include a description of the land, including its location, and the procedure by which sealed bids to purchase the land or offers to exchange the land may be submitted. The notice must be published on two separate dates and the sale or exchange may not be made until after the 14th day after the date of the second publication.

(b) The notice and bidding requirements of Subsection (a) do not apply to the types of land and real property interests described by this subsection and owned by a political subdivision. The land and those interests described by this subsection may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple. The fair market value is determined by an appraisal obtained by the political subdivision that owns the land or interest or, in the case of land or an interest owned by a home-rule municipality, the fair market value may be determined by the price obtained by the municipality at a public auction for which notice to the general public is published in the manner described by Subsection (a). The notice of the auction must include, instead of the content required by Subsection (a), a description of the land, including its location, the date, time, and location of the auction, and the procedures to be followed at the auction. The appraisal or public auction price is conclusive of the fair market value of the land or interest, regardless of any contrary provision of a home-rule charter. This subsection applies to:

- (1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;
- (2) streets or alleys, owned in fee or used by easement;
- (3) land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;
- (4) land that the political subdivision wants to have developed by contract with an independent foundation;
- (5) a real property interest conveyed to a governmental entity that has the power of eminent domain;

(6) a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or

(7) a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999.

(c) The land or interests described by Subsections (b) (1) and (2) may be sold to:

- (1) abutting property owners in the same subdivision if the land has been subdivided; or
- (2) abutting property owners in proportion to their abutting ownership, and the division between owners must be made in an equitable manner.

(d) This section does not require the governing body of a political subdivision to accept any bid or offer or to complete a sale or exchange.

(e) This section does not apply to land in the permanent school fund that is authorized by legislation to be exchanged for other land of at least equal value.

(f) The fair market value of land, an easement, or other real property interest in exchange for land, an easement, or other real property interest as authorized by Subsection (b)(3) is conclusively determined by an appraisal obtained by the political subdivision. The cost of any streets, utilities, or other improvements constructed on the affected land or to be constructed by an entity other than the political subdivision on the affected land may be considered in determining that fair market value.

(g) A political subdivision may acquire or assemble land or real property interest, except by condemnation, and sell, exchange, or otherwise convey the land or interests to an entity for the development of low-income or moderate-income housing. The political subdivision shall determine the terms and conditions of the transactions so as to effectuate and maintain the public purpose. If conveyance of land under this subsection serves a public purpose, the land may be conveyed for less than its fair market value. In this subsection, "entity" means an individual, corporation, partnership, or other legal entity.

(h) A municipality having a population of 575,000 or less and owning land within 5,000 feet of where the shoreline of a lake would be if the lake were filled to its storage capacity may, without notice or the solicitation of bids, sell the land to the person leasing the land for the fair market value of the land as determined by a certified appraiser. While land described by this subsection is under lease, the municipality owning the land may not sell the land to any person other than the person leasing the land. To protect the public health, safety, or welfare and to ensure an adequate municipal water supply, property sold by the municipality under this subsection is not eligible for and the owner is not entitled to the exemption provided by Section 11.142(a), Water Code. The instrument conveying property under this subsection must include a provision stating that the exemption does not apply to the conveyance. In this subsection, "lake" means an inland body of standing water, including a reservoir formed by impounding the water of a river or creek but not including an impoundment of salt water or brackish water, that has a storage capacity of more than 10,000 acre-feet.

(i) A political subdivision that acquires land or a real property interest with funds received for economic development purposes from the community development block grant nonentitlement program authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5301 et seq.) may lease or convey the land or interest, without the solicitation of bids, to a private, for-profit entity or a nonprofit entity that is a party to a contract with the political subdivision if the land or interest will be used by the private, for-profit entity or the nonprofit entity in carrying out the purpose of the entity's grant or contract. The land or interest may be leased or conveyed without the solicitation of bids if the political subdivision adopts a resolution stating the conditions and circumstances for the lease or conveyance and the public purpose that will be achieved by the lease or conveyance.

(j) A political subdivision may donate, exchange, convey, sell, or lease land, improvements, or any other interest in real property to an institution of higher education, as that term is defined by Section 61.003, Education Code, to promote a public purpose related to higher education. The political subdivision shall determine the terms and conditions of the transaction so as to effectuate and maintain the public purpose. A political subdivision may donate, exchange, convey, sell, or lease the real property interest for less than its fair market value and without complying with the notice and bidding requirements of Subsection (a).

(k) This section does not apply to sales or exchanges of land owned by a municipality operating a municipally owned electric or gas utility if the land is held or managed by the municipally owned utility, or by a division of the municipally owned electric or gas utility that constitutes the unbundled electric or gas operations of the utility, provided that the governing body of the municipally owned utility shall adopt a resolution stating the conditions and circumstances for the sale or exchange and the public purpose that will be achieved by the sale or exchange. For purposes of this subsection, "municipally owned utility" includes a river authority engaged in the generation, transmission, or distribution of electric energy to the public, and "unbundled" operations are those operations of the utility that have, in the discretion of the utility's governing body, been functionally separated.

ⁱⁱⁱ If a unit of government, such as a transportation authority must obtain approval of a city to exercise eminent domain within that city then that unit of government probably does not possess eminent domain authority for purposes of § 272.001 (b) (5).

^{iv} Article III, section 52-a, provides:

“Notwithstanding any other provision of this constitution, the legislature may provide for the creation of programs and the making of loans and grants of public money, other than money otherwise dedicated by this constitution to use for a different purpose, for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the state. Any bonds or other obligations of a county, municipality, or other political subdivision of the state that are issued for the purpose of making loans or grants in connection with a program authorized by the legislature under this section and that are payable from ad valorem taxes must be approved by a vote of the majority of the registered voters of the county, municipality, or political subdivision voting on the issue. A program created or a loan or grant made as provided by this section that is not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the political subdivision does not constitute or create a debt for the purpose of any provision of this constitution. An enabling law enacted by the legislature in anticipation of the adoption of this amendment is not void because of its anticipatory character.”

^v Article III, section 52-a by its terms creates exceptions to the preexisting constitutional prohibitions against the use of public funds and resources to aid private persons and promote economic development. *See* House Research Org., Bill Analysis, Tex. H.J. Res. 5, 70th Leg., R.S. (1987) at 1-2 (stating that the amendment is “necessary to override certain current constitutional provisions that might be construed as prohibiting economic development investments by state or local governments that aided individual companies”); Texas Legislative Council, Analyses of Proposed Constitutional Amendments and Referenda 14 (Sept. 1987) (stating that proposed amendment would resolve questions under article III, sections 51 and 52, and make clear that public funds could be used to make loans and grants to private businesses to aid economic development).

^{vi} An independent foundation is not defined by the statute. The Texas Attorney General in its opinions as well as in its Economic Development Handbook 2008 has recognized the authority of a municipality to convey property to an independent foundation for purposes of economic development and that such term is not defined. *See* Texas Attorney General Economic Development Handbook 2008 available at the Texas Attorney General Web site. <http://www.oag.state.tx.us/>.

^{vii} Long ago the Texas Attorney General interpreted the law applicable to § 272.001(b) (4) in Texas Attorney General Opinion MW-46 (1979). There Texas Attorney General considered whether, under the predecessor statute, a city could sell land at fair market value to a private, nonprofit neighborhood-oriented corporation so that low cost housing may be constructed thereon through this corporation for resale, at cost, to low income citizens. No actual development of the land for a particular purpose would be required by the contract of sale. The Texas Attorney General noted that the term “independent foundation” is not defined but did construe the language of the bidding exception strictly to require the contract of sale to include the city's specifications for the land's development. The reasoning of Attorney General Opinion MW-46 remains sound and has been consistently followed. Moreover, the language of the statutory exception has remained essentially unchanged for over 20 years. Accordingly, any contract of sale under § 272.001(b) (4) between a political subdivision and an independent foundation for the development of a parcel of land owned by the city must include an undertaking that the foundation will develop or cause the land to be developed as the city determines.

^{viii} Most title companies will provide an acceptable form for this purpose. You just need to be sure to alert the title company that you want the pass-through to occur.

^{ix} Copies of representative samples of the purchase and sale agreements and restriction agreement are appear in the appendix.

^x Copies of the purchase agreement and assignment appears in the appendix.

^{xi} “A municipality or county may exercise any power necessary and convenient to carry out this chapter, including the power to: ... (2) acquire real property by purchase, condemnation, or other means to implement project plans and sell that property on the terms and conditions and in the manner it considers advisable.”

^{xii} §272.001(b) (5) exception was intended to codify Attorney General Opinion M-788’s determination that the exchange of real property between two political subdivisions for their public purposes, pursuant to which publicly owned land is changed from one public use to another, is not subject to the public notice and bidding requirements of the predecessor statute to section 272.001. *Id*

APPENDIX A: Real Estate Sales Contract between Andrews Family Properties, LLC and City of Allen (Cabela's)

APPENDIX B: Assignment of Real Estate Contract between City of Allen and Cabela's Wholesale, Inc.

APPENDIX C: Sample Purchase and Sale Agreement (City to Independent Foundation)

APPENDIX D: Sample Purchase and Sale Agreement (Independent Foundation to Developer)

**APPENDIX A: Real Estate Sales Contract between
Andrews Family Properties, LLC and
City of Allen (Cabela's)**

Real Estate Sales Contract

This **Real Estate Sales Contract** ("the Contract") to buy and sell real property is entered between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Contract, acknowledgement by Title Company of receipt of the Earnest Money and Contract, and approval of the Contract by Buyer's city council. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: Andrews Family Properties, LLC, a Texas limited liability company
 Attn: Barry G. Andrews
 2730 Irving Boulevard
 Dallas, Texas 75207
 Phone: 214-905-7548
 Fax: 214-525-9400
 E-Mail: jjernigan@andrewsdistributing.com

Seller's Attorney: Rick Rogers
 Porter, Rogers, Dahlman & Gordon, P.C.
 One Shoreline Plaza
 800 North Shoreline Blvd., Suite 800
 Corpus Christi, Texas 78401
 Phone: 361-880-5820
 Fax: 361-880-5844
 E-Mail: rrogers@prdg.com

Buyer: City of Allen, a Texas home rule municipality ("City")
 Attn: Peter H. Vargas, City Manager
 305 Century Parkway
 Allen, Texas 75013
 Phone: 214-509-4100
 Fax: 214-509-4118
 E-Mail: pvargas@cityofallen.org

Buyer's Attorneys: Peter G. Smith
 Kevin B. Laughlin
 Nichols, Jackson, Dillard, Hager & Smith, LLP
 1800 Lincoln Plaza
 500 N Akard
 Dallas, Texas 75201
 Telephone: 214-965-9900
 Facsimile: 214-965-0010
 E-mail: psmith@njdhs.com
klaughlin@njdhs.com

Property: Surface Estate Only of an approximately 14 acre tract out of Lot 1, Block 1, Allen Station Business Park, Phase II, an addition to the City of Allen, Texas, according to the plat thereof filed as Instrument No. 20051227001805170, Land Records, Collin County, Texas, said 14 acre tract being more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.

Title Company: Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204
Telephone: (214) 855-8863
Fax: (214) 855-8898
Escrow Officer: Janine Barber
Email: jbarber@republictitle.com

Purchase Price: \$4.50 per square foot. Based on 14 acres (609,840 sq.ft.), the Purchase Price will be \$2,744,280.00; provided, however, the final Purchase Price will be adjusted based upon the actual square footage actually purchased as determined by a survey prior to Closing obtained by Buyer.

Earnest Money: \$1000.00

Option Fee: \$500.00

County for Performance: Collin County, Texas

A. Deadlines and Other Dates

All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Delivery of the Earnest Money shall be made to the Escrow Agent at the Title Company not later than five (5) business days following the date this Contract has been approved by Buyer's city council and signed by all parties.
2. Delivery of Title Commitment by Seller: Not later than fifteen (15) calendar days after the Effective Date.
3. Delivery of Survey by Seller: Not later than fifteen (15) calendar days after the Effective Date.
4. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: To the extent not delivered to Buyer prior to execution of this Contract, delivery shall be with the Title Commitment.
5. Delivery of Title Objections: Not later than fifteen (15) calendar days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
6. Delivery by Seller of Seller's records as specified Section G.1: Not later than twenty (20) calendar days after the Effective Date.
7. End of Inspection Period: Ninety (90) calendar days after the Effective Date, unless extended as provided in Section G.5 or earlier approved or waived by Buyer.
8. Closing Date: August 1, 2010, or at such earlier date as agreed by the Parties.
9. Closing Time: As agreed by the Parties.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - a. A special warranty deed, in form and substance reasonably acceptable to Seller and Buyer, conveying good and indefeasible title to the Property to Seller, free and clear of any and all encumbrances except the Permitted Exceptions, excluding the mineral rights, such mineral rights having been previously reserved by prior grantors;
 - b. IRS Non-foreign Person Affidavit
 - c. Evidence of Seller's authority to close this transaction
 - d. Settlement statement, and such other documents as Title Company may reasonably require, specifically a customary Seller's Affidavit,
2. At Closing, Buyer will deliver or cause to be delivered:
 - a. the Purchase Price;
 - b. evidence of Buyer's authority to consummate this transaction;
 - c. settlement statement;
 - d. if applicable, the Economic Development Agreements described Section L.2, below; and
 - e. such other documents as Title Company may reasonably require

The documents listed in this Section B are collectively known as the "Closing Documents."

C. Exhibits

All exhibits attached hereto are expressly made a part of this Contract.

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

E. Intentionally omitted.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: **Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.**

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title

Policy” means an Owner Policy of Title Insurance issued by Title Company in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* Not later than the date set forth in Section A.3., above, Buyer shall have the right to obtain, at no cost to Seller (even if the Closing does not occur), shall have an ALTA/ASCM survey (the “Survey”) of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, surface, overhead and underground utilities, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Report and shall set forth a metes and bounds description of the Property. The legal description contained in said Survey shall be used by the Parties as the legal description to be contained in the Special Warranty Deed and the other Closing Documents at Closing.

4. *Delivery of Title Commitment and Legible Copies.* Seller must deliver a Title Commitment that reflects the terms of this Contract to Buyer by the deadline stated in Section A.2., and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.4.

5. *Title Objections.* Buyer has until the deadline stated in section A.5. (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller in writing of Buyer’s objections to any of them (“Title Objections”). In the event Buyer states that the condition of title is not satisfactory, the Title Objection Notice shall specify Buyer’s objections to title, and Seller may, at Seller’s option and cost, elect to undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller elects not to or is unable to eliminate all Title Objections within fifteen (15) calendar days after Seller’s receipt of the Title Objection Notice from Buyer, Seller shall give Buyer written notice to this effect, and Buyer shall have ten (10) business days after receipt of such notice from Seller to elect, in writing, either to (1) waive its objections and proceed to Closing or (2) extend the Closing Date for an additional period of time (not to exceed thirty (30) days) in order to provide Seller with additional time to cure the Title Objections. Any title matter that is shown on Schedule B of the Title Report to which Buyer: (1) does not object in accordance with this Section F.5, (2) is not required to object as provided below, or (3) objects as provided herein, but such objection is subsequently waived or deemed waived by Buyer, shall be considered to be “Permitted Exceptions.” Seller and Buyer understand and agree that the Title Company will delete from the Title Policy (as defined herein):

a. the standard printed exceptions to the Title Commitment to the extent permitted by applicable law, and

b. all items shown on Schedule C of the Title Commitment, without the necessity of Buyer objecting thereto under the Title Objection Notice.

Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment which are by their nature Seller’s responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and use due diligence to cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller’s Records.* By the deadline stated in section A.6, Seller will deliver or otherwise make available to Buyer copies of the following records relating to the Property prepared by or on behalf of Seller that are otherwise in the possession of Seller or are legally accessible and obtainable

by Seller: records of any regulatory proceedings or alleged or determined violations, soil reports, environmental assessment reports, water rights agreements, engineering or topographical reports or data, and/or on the ground surveys, as well as all unrecorded contracts, leases, and/or occupancy agreements that affect the Property.

2. *Entry onto the Property.* During the Inspection Period, Buyer and its agents or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary; provided, any intrusive testing shall require the prior written consent of Seller, not to be unreasonably withheld.

3. *Indemnity.* To the extent allowed by law, Buyer will **INDEMNIFY**, defend and hold Seller **HARMLESS** from any and all loss, attorney's fees, expenses, or claims for property damage, personal injury or death to any person arising out of Buyer's investigation and inspection of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspector. The obligation of Buyer under this provision shall survive termination of this Contract and closing.

4. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from any and all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's, or Buyer's agents, entry on the Property during Buyer's investigation of the Property.

5. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any or no reason without liability to Seller before the end of the Inspection Period by notifying Seller in writing. If Buyer does not notify Seller of Buyer's termination of the Contract before the end of the Inspection Period, Buyer waives the right to terminate this Contract pursuant to this provision. **If Buyer terminates this Contract pursuant to this Section G.5., the Earnest Money plus all interest that has accrued thereon, less the Option Fee shall be delivered to Buyer . The Option Fee, which shall become the property of Seller, shall be delivered to Seller.**

6. *Option Fee.* The Option Fee paid to Seller is separate consideration for the right of Buyer to inspect the Property during the Inspection Period and to terminate this Contract on or before the end of the Inspection Period without further liability to Buyer as provided in Section G.5., above. Upon the Closing, the amount of the Option Fee shall be credited to the Purchase Price.

H. Representations

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date:

1. *Authority.* Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to (a) conduct business as a limited liability company in the State of Texas and (b) convey the Property to Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller;

2. *Litigation.* There is no litigation pending or to the best of Seller's knowledge threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract;

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or governmental requirements affecting the Property or Seller's use of the Property;

4. *Condemnation; Zoning; Land Use, Hazardous Materials.* Seller has not received notice of nor has any actual knowledge of, any condemnation, zoning, or land-use proceedings affecting the

Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property;

5. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound;

6. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent;

7. *No Property Owners Association.* The Property is not subject to mandatory membership in a property owners' association; and

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property substantially as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; and (b) comply with all contracts and governmental regulations affecting the Property. After the Effective Date, Seller will not enter into, amend, or terminate any contract that affects the Property, provided that Seller will terminate any leases, occupancy agreements, service contracts or other agreements that would extend beyond the Closing unless accepted by Buyer in writing.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this Contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller not later than fifteen (15) days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

4. *Property Sold "AS IS".* Buyer acknowledges that, except as set forth in this Agreement, Seller has made no representation to Buyer relating to the condition of the Property, the marketability of the Property or the highest and best use of the Property. Buyer assumes all responsibility for making an investigation of the Property and the best uses for the Property and will be relying only upon the investigation made by its agents or representatives with respect to its decision to close this transaction. The Purchase Price was bargained on the basis of an "AS IS, WHERE IS" transaction and reflects the agreement of the parties that there are no representations, disclosures, or express or implied warranties, except for the warranty of title stated in the closing documents and Seller's representations to Buyer set forth in Section H of this Contract.

J. Termination

1. *Disposition of Earnest Money after Termination*

a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate or as expressly forth in this Contract, Seller will, within five days after receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer, less the Option Fee, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.

b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, Buyer will, within five days after receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer will promptly return to Seller all original documents relating to the Property that Seller has delivered to Buyer. After return of the documents, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract and those obligations that survive termination under the express terms of this Contract. The provisions of this Section J. shall survive the termination of this Contract and the obligations of the parties created hereunder shall not be affected by any such termination.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price and any interest accruing thereon while on deposit with the Escrow Agent, if any.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.

e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions.

2. *Transaction Costs*

a. *Seller's Costs.* Seller will pay and be responsible for the following closing cost:

(1) all fees and premiums for the Basic Owner's Policy of Title Insurance including, including, but not limited to, the additional premium for the "survey/area and boundary deletion" in the Title Policy;

(2) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(3) One-half (½) of the Title Company's escrow fees;

(4) all costs, expenses, fees, or commissions incurred by or on behalf of Seller, including those of Seller's attorneys, agents, accountants, or agents, and consultants;

(5) all costs related to obtaining a release of any deed of trust liens, security interests, or other encumbrances on the Property, including, but not limited to, any pre-payment penalties; and

(6) such other incidental costs and fees customarily paid by sellers of real property in Collin County, Texas, for transactions of a similar nature to the transaction contemplated herein.

b. *Buyer's Costs.* Buyer will pay and be responsible for the following closing cost:

(1) all fees and premiums for any optional endorsements to the Basic Owner's Policy of Title Insurance requested by Buyer excepted as expressly required to be paid by Seller pursuant to Section K.2.a., above,;

(2) all fees and premiums for the Survey(s) except as otherwise stated herein;

(3) costs for preparing the deed;

(4) recording fees for the deed;

(5) one-half (½) of the Title Company's escrow fees;

(6) all costs and expenses incurred by or on behalf of Buyer, including those of Buyer's attorneys, agents, accountants, and consultants; and

(7) such other incidental costs and fees customarily paid by purchasers of property in Collin County, Texas, for transactions of a similar nature to the transaction contemplated herein.

c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at Closing as an adjustment to the Purchase Price. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes due as of Closing will be paid at Closing.

d. *Brokers' Commissions.* The parties acknowledge and represent they have not been represented in whole or in part by a licensed Texas Real Estate broker or agent in the negotiation or execution of this Agreement. To the extent allowed by law, the parties hereto hereby indemnify and agree to defend and hold the other party harmless from any loss, attorney's

fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the Buyer or Seller, respectively, for a broker's, agent's, or finder's fee or commission because of this transaction or this Contract, whether or not the claimant is disclosed to the other party.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

L. Special Provisions:

1. *Platting and Zoning.* Buyer and Seller understand and acknowledge as of the Effective Date the Property constitutes only a portion of an existing platted parcel and that it is not reasonable to obtain a replat of the property on or before the Closing Date. Buyer and Seller further understand and agree that it is in the best interest of the Parties to obtain a replat of Seller's property in accordance with the provisions of City of Allen Land Development Code, as amended ("the ALDC"), even if the conveyance of the Property to Buyer is exempt from a requirement to obtain a replat pursuant to the provisions of the ALDC. Buyer, at Buyer's cost, agrees to be solely responsible for replatting Seller's property, inclusive of the Property, after the Closing. Seller agrees to reasonably cooperate and participate with Buyer in the prosecution of any plat application for the replat of Allen Station Business Park Phase II so that the Property is identified as a separate and distinct lot. Seller further agrees to join in and hereby consents to any application to the City of Allen submitted prior to Closing for the rezoning of the Property for the purposes for which Buyer intends to use the Property; provided, however, Seller shall not be responsible for any costs related to the prosecution of such rezoning application. This provision shall survive the Closing.

2. *Condition of Closing.* Notwithstanding anything to the contrary herein, including, but not limited to, the provisions of Section G.5, above, Seller understands and agrees that as a condition of Closing, Buyer, if at the time of Closing the Buyer is not the City of Allen, shall have signed an economic development agreements with the City of Allen, Texas, and/or the Allen Economic Development Corporation, (the "Economic Development Agreements") related to the development of a Cabela's retail store containing not less than 100,000 square feet of retail space and other ancillary facilities, such a parking.. If the Economic Development Agreements are not signed on or before the Closing Date, the Closing Date shall be extended for an additional sixty (60) days; provided, however, such agreements are not successfully negotiated and signed as described in this Section L.2. on or before the extended Closing Date, this Agreement shall terminate and Seller's sole remedy shall be receipt of the Earnest Money.

M. Escrow

1. *Escrow Agent.* The Escrow Agent is not (i) a party to this Contract and does not have liability for the performance or nonperformance of any party to this Contract, (ii) liable for interest on the Earnest Money and (iii) liable for the loss of any Earnest Money caused by the failure of any financial institution in which the Earnest Money has been deposited unless the financial institution is acting as escrow agent.

2. *Expenses.* At Closing, the Earnest Money must be applied first to any cash down payment, then to Buyer's Closing Costs and any excess refunded to Buyer. If no Closing occurs, Escrow Agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of Escrow Agent from all parties.

N. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination; Liquidated Damages.* Buyer may terminate this Contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, plus all interest accrued thereon, less the Option Fee, returned to Buyer. In addition, Seller shall reimburse Buyer for Buyer's out-of-pocket expenses relating to investigating the Property incurred by Buyer after the Effective Date.

b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to substantially perform any of its obligations under this Contract that can be fully performed prior to Closing ("Buyer's Default"), Seller may, as its sole and exclusive remedy, deliver written notice to Buyer, setting forth the nature of the Buyer's Default. In the event that Buyer has not cured the Buyer's default within fifteen (15) days of Seller's written notice, Seller may terminate this Contract and have the Earnest Money paid to Seller as liquidated damages. The parties agree that just compensation for the harm that would be caused by Buyer's default cannot be accurately estimated or would be very difficult to accurately estimate and that Seller's Liquidated Damages is a reasonable forecast of just compensation to the Seller for the harm that would be caused by Buyer's default.

3. *Attorney's Fees.* If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

4. *Mediation.* Any dispute between Seller and Buyer related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider for non-binding mediation prior to the filing of any lawsuit. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

O. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing and provided to the party to whom the notice is intended and the party's attorney. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received, except notices terminating this Contract may not be sent by electronic mail. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.

4. *Assignment.* Buyer may assign this Contract and all of Buyer's rights under it without Seller's prior written consent prior to or at Closing provided that the assignee of this Contract assumes all of Buyer's obligations pursuant to this Contract. This Contract binds, benefits, and may be enforced by the parties and their respective successors, and permitted assigns.

5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before Closing, including any obligations to indemnify the other party with respect to claims described herein, will survive termination of this Contract or Closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas, wherein exclusive venue of any action to enforce any provision hereof shall lie.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* This Contract may be executed in multiple counterparts. If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

13. *Confidentiality.* The parties will keep confidential this Contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

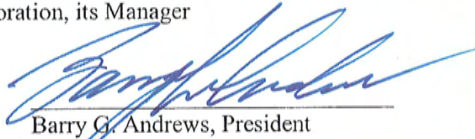
(SIGNATURES ON NEXT PAGE)

SIGNED AND AGREED on the dates indicated below.

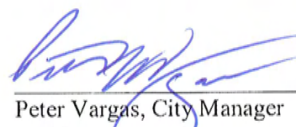
SELLER:
ANDREWS FAMILY PROPERTIES, LLC ,
A Texas Limited Liability Company

BUYER:
CITY OF ALLEN, TEXAS, a Texas home
rule municipality

By: Greenbriar Investments, Inc., a Texas
corporation, its Manager

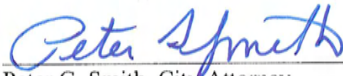
By: 
Barry G. Andrews, President

Signed: 13th day of April, 2010

By: 
Peter Vargas, City Manager

Signed: 13th day of April, 2010.

Approved as to Form:


Peter G. Smith, City Attorney

RECEIPT OF EARNEST MONEY AND CONTRACT

Title Company acknowledges receipt of Earnest Money in the amount of \$1000.00 and a copy of
this Contract executed by both Buyer and Seller.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A**Description of Property**

CITY OF ALLEN
ALLEN STATION BUSINESS PARK
14.000 ACRE PARCEL

DESCRIPTION

BEING A 14.000 ACRE PARCEL OF LAND OUT OF THE L.K. PEGUES SURVEY, ABSTRACT NO. 702, THE F.C. WILMETH SURVEY, ABSTRACT NO. 999, AND THE HENRY WETSEL SURVEY, ABSTRACT NO. 1026, COLLIN COUNTY, TEXAS, BEING PART OF LOT 1, BLOCK 1, ALLEN STATION BUSINESS PARK, PHASE II, AN ADDITION TO THE CITY OF ALLEN AS RECORDED IN CABINET R, SLIDE 229 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AND BEING ALL OF A 1.120 ACRE TRACT OF LAND AS DEEDED TO THE CITY OF ALLEN AND RECORDED IN CC FILE NO. 20071116001556210, DRCCT, AND BEING PART OF THE 20.7275 ACRE TRACT OF LAND AS DEEDED TO ANDREWS FAMILY PROPERTIES, LLC AND RECORDED IN COUNTY CLERKS FILE NO. 20080303000247380 DRCCT, AS SHOWN ON THE ATTACHED EXHIBIT "A" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A TRACT OF LAND BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE RIGHT OF WAY FOR VILLAGE DRIVE, BEING BOUNDED ON THE EAST BY THE WEST LINE OF THE RIGHT OF WAY FOR ALLEN STATION PARKWAY, BEING BOUNDED ON SOUTH BY A LINE WHICH MARKS THE SOUTH LINE OF THE NORTH 14 ACRES OF SAID ANDREWS FAMILY TRACT, AND BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE RIGHT OF WAY FOR THE DALLAS AREA RAPID TRANSIT (DART);

The POINT OF BEGINNING is the northwest corner of said Andrews Family tract, being on the south line of the Right of Way for Village Drive, and being on the east line of the Right of Way for the Dallas Area Rapid Transit (DART);

THENCE South 70° 38' 14" East, with the north line of said Andrews Family tract, being the south line of the Right of Way for Village Drive, a distance of 561.77 feet to a point at the beginning of a non-tangent curve to the right;

THENCE continue with said common line, with said curve to the right, having a radius of 1055.00 feet, through a central angle of 07° 37' 08", an arc distance of 140.29 feet, and having a chord which bears South 66° 52' 14" East, a distance of 140.19 feet to a point at the beginning of a non-tangent compound curve;

THENCE continue with said common line, with said curve to the right, having a radius of 38.50 feet, through a central angle of 09° 39' 30", an arc distance of 6.49 feet, and having a chord which bears South 59° 36' 07" East, a distance of 6.48 feet to a point;

THENCE, South 54° 46' 19" East, continue with said common line, a distance of 109.94 feet to a point at the beginning of a non-tangent curve to the left;

THENCE continue with said common line, with said curve to the left, having a radius of 261.50 feet, through a central angle of $01^{\circ} 34' 00''$, an arc distance of 7.15 feet, and having a chord which bears South $55^{\circ} 33' 18''$ East, a distance of 7.15 feet to a point at the beginning of a tangent reverse curve;

THENCE continue with said common line, with said curve to the right, having a radius of 1045.00 feet, through a central angle of $06^{\circ} 09' 37''$, an arc distance of 112.36 feet and having a chord which bears South $53^{\circ} 16' 21''$ East, a distance of 112.30 feet to a point;

THENCE continue with said common line, South $50^{\circ} 07' 01''$ East, a distance of 62.29 feet to a point at the beginning of a corner clip for the southwest corner of the intersection of Village Drive with Allen Station Parkway;

THENCE South $01^{\circ} 14' 34''$ East, with said corner clip, a distance of 32.89 feet to a point on the east line of the curving Right of Way of Allen Station Parkway;

THENCE South $49^{\circ} 12' 08''$ East, with said corner clip, a distance of 0.63 feet to a point at the beginning of a non-tangent curve;

THENCE with said curving west line of the Right of Way for Allen Station Parkway to the right, having a radius of 1095.00 feet, through a central angle of $00^{\circ} 52' 19''$, an arc distance of 16.67 feet, and having a chord which bears South $41^{\circ} 14' 02''$ West, a distance of 16.67 feet to a point on a corner clip;

THENCE South $00^{\circ} 47' 07''$ East, with said corner clip, a distance of 22.98 feet to a point at the beginning of a non-tangent curve;

THENCE along the west line of the Right of Way for Allen Station Parkway with said curve to the right having a radius of 616.00 feet, through a central angle of $16^{\circ} 44' 37''$, an arc distance of 180.02 feet, and having a chord which bears South $60^{\circ} 03' 58''$ West, a distance of 179.38 feet to a point at the beginning of a tangent compound curve;

THENCE continue with said Right of Way line with said curve to the right, having a radius of 287.00 feet, through a central angle of $08^{\circ} 59' 23''$, an arc distance of 45.03 feet, and having a chord which bears South $72^{\circ} 56' 00''$ West, a distance of 44.98 feet to a point of tangent;

THENCE continue with said Right of Way line South $77^{\circ} 25' 41''$ West, a distance of 59.58 feet to a point at the beginning of a tangent curve;

THENCE continue with said Right of Way line with said curve to the left, having a radius of 336.00 feet, through a central angle of $10^{\circ} 22' 16''$, an arc distance of 60.82 feet, and having a chord which bears South $72^{\circ} 14' 34''$ West, a distance of 60.74 feet to a point of tangent;

THENCE continue with said Right of Way line South $67^{\circ} 03' 26''$ West, a distance of 8.13 feet to a point at the beginning of a tangent curve;

THENCE continue with said Right of Way line with said curve to the left, having a radius of 669.28 feet, through a central angle of $09^{\circ} 32' 33''$, an arc distance of 111.47 feet, and having a chord which bears South $62^{\circ} 11' 44''$ West, a distance of 111.34 feet to a point at the beginning of a non-tangent compound curve;

THENCE continue with said Right of Way line with said curve to the left, having a radius of 645.00 feet, through a central angle of $33^{\circ} 41' 08''$, an arc distance of 379.21 feet, and having a chord which bears South $40^{\circ} 04' 09''$ West, a distance of 373.77 feet to a point;

THENCE North $78^{\circ} 40' 00''$ West, crossing said Andrews Family tract, a distance of 449.42 feet to a point on the west line of said Andrews Family tract, being on the east line of the Right of Way for DART;

THENCE North $11^{\circ} 20' 00''$ East, with said common line, a distance of 290.81 feet to a point at the beginning of a tangent curve to the right;

THENCE with said Right of Way curve to the right, having a radius of 6812.41 feet, through a central angle of $03^{\circ} 37' 13''$, an arc distance of 430.43 feet, and having a chord which bears North $13^{\circ} 04' 22''$ East, a distance of 430.36 feet to a point at the beginning of a compound curve to the right;

THENCE continue with said Right of Way curve to the right, having a radius of 2814.79 feet, through a central angle of $03^{\circ} 40' 26''$, an arc distance of 180.48 feet, and having a chord which bears North $18^{\circ} 57' 53''$ East, a distance of 180.45 feet to the POINT OF BEGINNING, and containing 14.000 acres of land.

NOTE: Bearings are based on the north line of the Final Plat for Allen Station Business Park Phase I. No field survey was performed for the creation of this description.

**APPENDIX B: Assignment of Real Estate Contract
between City of Allen and Cabela's
Wholesale, Inc.**

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

ASSIGNMENT OF
REAL ESTATE SALES CONTRACT

This ASSIGNMENT OF REAL ESTATE SALES CONTRACT ("Assignment") is made by and between the City of Allen ("City"), a Texas home rule municipality and Cabela's Wholesale, Inc, a Nebraska corporation ("Company"), acting by and through their respective authorized officers.

RECITALS:

WHEREAS, City has signed and entered into that certain *Real Estate Sales Contract* with Andrews Family Properties, LLC, ("Seller") effective April 13, 2010, for the purchase of an approximately 14 acre tract of land in Allen, Texas ("the Real Estate Contract"), a true and correct copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to that certain *Economic Development Agreement* between City and Company effective April 13, 2010 ("the Economic Development Agreement"), City has agreed to assign to Company the Real Estate Contract for certain consideration described in the Economic Development Agreement; and

WHEREAS, City and Company intend this Assignment to constitute the assignment of real estate contract contemplated in the Economic Development Agreement;

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and the promises, covenants, and agreements made in this Assignment; City and Company agree as follows:

1. **Assignment of Real Estate Contract.** City does hereby sell, assign, and transfer to Company the Real Estate Contract and all of City's right, title and interest in and to the Real Estate Contract.

2. **Acceptance and Assumption of Real Estate Contract; Exceptions.** Company does hereby accept the assignment of the Real Estate Contract as provided in Section 1, above, and agrees to assume and perform all the duties and obligations to be performed by the Buyer as set forth in the Real Estate Contract and arising from and after the effective date of this Assignment to the same extent as if Company had originally been named as the Buyer, and agrees to indemnify and hold City harmless from any liability for the performance or nonperformance of the duties and obligations assumed by Company; provided, however:

(a) except as provided in this Assignment, nothing herein shall relieve City of its agreement pursuant to Section 3.6 of the Economic Development Agreement to provide an economic development grant in an amount equal to:

- (i) the Purchase Price as set forth in the Real Estate Contract; plus
- (ii) the Buyer's closing costs as set forth in Section K.2.b. of the Real Estate Contract;

but not including Company's costs related to Company's attorneys, agents, accountants, and consultants as described in Section K.2.b.(6) of the Real Estate Contract, which costs shall remain the responsibility of Company; and

(b) City shall be responsible, at City's cost, of prosecuting to final approval an application for final plat of the property to be purchased by Company as set forth in Section L.1. of the Real Estate Contract; and

(c) The City shall be entirely responsible for all obligations and duties pursuant to that certain Economic Development Agreement between the City and the Seller relating to the Property dated April 13, 2010. Further, to the extent allowed by law, the City will indemnify and defend the Company for any loss, cost or damage arising out of the City's obligations to Seller pursuant to the Economic Development Agreement referred to above in this Section.

3. **City Consent to Amendments.** Company shall not, without the prior written consent of the City, have the right to amend the Real Estate Contract in any manner that (1) increases the Purchase Price, (2) increases the amount of Closing Costs to be paid by Buyer, (3) extends the Closing Date to later than October 1, 2010, (4) increases the square footage of the Property to be purchased except as the result of adjustments made based on the Survey acquired pursuant to the Real Estate Contract, (5) seeks to amend or delete Section L.2. or (6) in any other manner increases the City's financial obligation pursuant to the Economic Development Agreement or otherwise has a material negative impact on the City's obligations to Seller under the Real Estate Contract or the Economic Development Agreement.

4. **Restriction Agreement.** As additional consideration for this Assignment and the Assignment Incentive to be provided pursuant to Section 3.6 of the Economic Development Agreement, Company agrees to sign and have filed in the Real Property Records of Collin County, Texas, concurrently with the Closing of the Real Estate Contract and the purchase of the real property described therein, a Restriction Agreement, the provisions of which shall be substantially as set forth in Exhibit "B," attached hereto and incorporated herein by reference and which shall constitute restrictive covenants running with the land. The City acknowledges and agrees that the Restriction Agreement is subject to early termination in accordance with the terms therein.

5. **Copies of Notices to City.** Not later than three (3) business days after receipt by Company, Company agrees to deliver to City a copy of any notice received from Seller related to and provided in accordance with the Real Estate Contract. Furthermore, Company agrees to deliver to City a copy of any notice the Company provides to Seller in relation to the Real Estate Contract concurrently with delivery of the notice to Seller and using a method of delivery

calculated to result in delivery of said notice copy to City on the same or earlier date as the notice is received by Seller. Conversely, not later than three (3) business days after receipt by City, City agrees to deliver to Company a copy of any notice received from Seller related to and provided in accordance with the Real Estate Contract. Furthermore, City agrees to deliver to Company a copy of any notice the City provides to Seller in relation to the Real Estate Contract concurrently with delivery of the notice to Seller and using a method of delivery calculated to result in delivery of said notice copy to Company on the same or earlier date as the notice is received by Seller.

6. **Records Regarding Sale.** As soon as practical after the Effective Date, and to the extent not already provided by City to Company, City agrees to deliver to Company:

- (a) a copy of any of Seller's records obtained by City from Seller pursuant to Section G.1. of the Real Estate Contract;
- (b) a copy of any ALTA/ASCM survey obtained by or prepared by City in the sixty (60) days prior to the Effective Date; and
- (c) a copy of any title commitment and/or copies of recorded documents relating to the property described in the Real Estate Contract.

7. **No Further Assignments.** Notwithstanding the provisions of Section O.4 of the Real Estate Contract, Company shall not have the right to further assign the Real Estate Contract without the prior written consent of City. Any assignment or attempted assignment of the Real Estate Contract by Company contrary to this Section 7 shall constitute a default of the Economic Development Agreement and shall be grounds for termination of the Economic Development Agreement pursuant to Section 5.1(g) of the Economic Development Agreement.

8. **Termination of Real Estate Contract.** Company understands, acknowledges, and agrees that the closing on the purchase of the property described in the Real Estate Contract is integral to Company's ability to perform its obligations pursuant to the Economic Development Agreement and constitutes a condition precedent to City's obligation to perform pursuant to the provisions of the Economic Development Agreement. If after the Effective Date of this Assignment the Real Estate Contract is terminated prior to the Closing for any reason, the Economic Development Agreement and the Related Agreements as defined in the Economic Development Agreement shall also terminate without further action of the parties being required, in which case:

- (a) any funds advanced by City to Company prior to Closing pursuant to the Economic Development Agreement or any Related Agreement, if any, shall be refunded to City not later than five (5) business after the termination of the Real Estate Contract; and
- (b) City shall be relieved of any obligations to reimburse the Company for any Impact Fees or Development Fees pursuant to Sections 3.2 and 3.3, respectively, of the

Economic Development Agreement that may have been expended by Company prior to termination of the Real Estate Contract, provided, however, City agrees to refund to Company any such fees that have been paid but not yet earned by City as the result of services provided by City.

Notwithstanding the foregoing, in the event that the Real Estate Contract is terminated due to a default by the Seller, the Company may be damaged thereby. City agrees that to the extent that the Company has expended monies in furtherance of the acquisition and development of the Property that have been reimbursed by the City or the AEDC pursuant to the Economic Development Agreements between Company, the City and the AEDC, the Company shall have the right to retain one half of the reimbursement Grant monies (as defined in the Economic Development Agreements) up to the amount of Fifty Thousand Dollars (\$50,000.00).

9. **Termination of this Assignment by Company.** It shall be a condition of Company's obligations to Close pursuant to the Real Estate Contract and all of Company's obligations pursuant to this Assignment that the City shall have:

- (a) completed the re-zoning of the Property to allow for Company's intended use prior to Closing;
- (b) delivered to the Company a waiver of all surface rights related to the extraction of minerals from the Property prior to Closing pursuant to the Real Estate Contract.
- (c) delivered all items required pursuant to section B.2 of the Real Estate Contract prior to or concurrent with the Closing Date which are the responsibility of the City pursuant to this Assignment;
- (d) delivered, at no cost to Company, the ALTA/ASCM Survey to Company's specifications within 20 days of the Effective Date.

In the event that the City shall have failed in its satisfaction of any of the items in this Section 9, the Company shall have the right to terminate and revoke this Assignment, and the Company shall have no further obligation to the City hereunder if City fails to deliver such items within ten (10) days after receiving written notice from the Company notifying the City of City's failure to comply with this Section 9, except such right to cure shall not apply to delivery of the Assignment Incentive at Closing as required by the Economic Development Agreement with City or to delivery of the waiver of surface rights as provided in (b), above. Any Costs reimbursed to the Company by the City pursuant to the Economic Development Agreements shall be retained by the Company. To the extent allowed by law, the City will indemnify and hold the Company harmless for any costs or damages sought by Seller relating to the failure to close upon the purchase of the Property under the terms of the Real Estate Contract to the extent such failure is not the result of the intentional or negligent act or omission of the Company.

10. **No Joint Venture, etc.** It is acknowledged and agreed by the parties that the provisions hereof are not intended to and shall not be deemed to create a partnership or joint

venture among the parties. It is understood and agreed between the parties that Company, in satisfying the conditions of this Assignment, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

11. **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Assignment.

12. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered.

If intended for City, to:
City of Allen
Attn: City Manager
305 Century Parkway
Allen, Texas 75013

With a copy to:
Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Company:

Cabela's Wholesale, Inc.
Attn: Director of Real Estate
One Cabela Drive
Sidney, Nebraska 69160

With a copy to:
Cabela's Incorporated
Attn: Legal Department-Real Estate
One Cabela Drive
Sidney, Nebraska 69160

13. **Entire Agreement.** This Assignment is the entire agreement between the parties with respect to the subject matter covered in this Assignment. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Assignment.

14. **Governing Law.** This Assignment shall be governed by the laws of the State of Texas, and venue for any action concerning this Assignment shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

15. **Amendment.** This Assignment may be amended by the mutual written agreement of the parties.

16. **Legal Construction.** In the event any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Assignment that in lieu of each provision that is found to be

illegal, invalid, or unenforceable, a provision be added to this Assignment which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

17. **Recitals.** The recitals to this Assignment are incorporated herein.

18. **Counterparts.** This Assignment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

19. **Exhibits.** Any exhibits to this Assignment are incorporated herein by reference for the purposes wherever reference is made to the same.

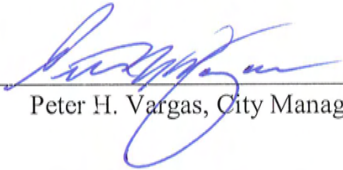
20. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Assignment shall survive termination.

21. **Effective Date.** This Assignment shall be effective upon the date it is signed by authorized representatives all parties hereto ("the Effective Date").

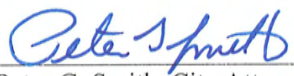
(Signatures on Following Page)

SIGNED AND AGREED this 13th day of April, 2010.

CITY OF ALLEN, TEXAS

By: 
Peter H. Vargas, City Manager

Approved as to Form:


Peter G. Smith, City Attorney

SIGNED AND AGREED this 13th day of April, 2010.

CABELA'S WHOLESALE, INC.

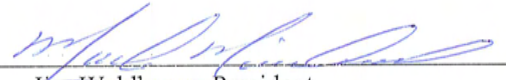
By: 
~~Jim Waldbauer, President~~
Mark Nienhueser, Vice President

EXHIBIT "A"
COPY OF REAL ESTATE CONTRACT

Real Estate Sales Contract

This **Real Estate Sales Contract** ("the Contract") to buy and sell real property is entered between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Contract, acknowledgement by Title Company of receipt of the Earnest Money and Contract, and approval of the Contract by Buyer's city council. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: Andrews Family Properties, LLC, a Texas limited liability company
Attn: Barry G. Andrews
2730 Irving Boulevard
Dallas, Texas 75207
Phone: 214-905-7548
Fax: 214-525-9400
E-Mail: jjernigan@andrewsdistributing.com

Seller's Attorney: Rick Rogers
Porter, Rogers, Dahlman & Gordon, P.C.
One Shoreline Plaza
800 North Shoreline Blvd., Suite 800
Corpus Christi, Texas 78401
Phone: 361-880-5820
Fax: 361-880-5844
E-Mail: rrogers@prdg.com

Buyer: City of Allen, a Texas home rule municipality ("City")
Attn: Peter H. Vargas, City Manager
305 Century Parkway
Allen, Texas 75013
Phone: 214-509-4100
Fax: 214-509-4118
E-Mail: pvargas@cityofallen.org

Buyer's Attorneys: Peter G. Smith
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza
500 N Akard
Dallas, Texas 75201
Telephone: 214-965-9900
Facsimile: 214-965-0010
E-mail: psmith@njdhs.com
klaughlin@njdhs.com

Property: Surface Estate Only of an approximately 14 acre tract out of Lot 1, Block 1, Allen Station Business Park, Phase II, an addition to the City of Allen, Texas, according to the plat thereof filed as Instrument No. 20051227001805170, Land Records, Collin County, Texas, said 14 acre tract being more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.

Title Company: Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204
Telephone: (214) 855-8863
Fax: (214) 855-8898
Escrow Officer: Janine Barber
Email: jbarber@republictitle.com

Purchase Price: \$4.50 per square foot. Based on 14 acres (609,840 sq.ft.), the Purchase Price will be \$2,744,280.00; provided, however, the final Purchase Price will be adjusted based upon the actual square footage actually purchased as determined by a survey prior to Closing obtained by Buyer.

Earnest Money: \$1000.00

Option Fee: \$500.00

County for Performance: Collin County, Texas

A. Deadlines and Other Dates

All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Delivery of the Earnest Money shall be made to the Escrow Agent at the Title Company not later than five (5) business days following the date this Contract has been approved by Buyer's city council and signed by all parties.
2. Delivery of Title Commitment by Seller: Not later than fifteen (15) calendar days after the Effective Date.
3. Delivery of Survey by Seller: Not later than fifteen (15) calendar days after the Effective Date.
4. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: To the extent not delivered to Buyer prior to execution of this Contract, delivery shall be with the Title Commitment.
5. Delivery of Title Objections: Not later than fifteen (15) calendar days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
6. Delivery by Seller of Seller's records as specified Section G.1: Not later than twenty (20) calendar days after the Effective Date.
7. End of Inspection Period: Ninety (90) calendar days after the Effective Date, unless extended as provided in Section G.5 or earlier approved or waived by Buyer.
8. Closing Date: August 1, 2010, or at such earlier date as agreed by the Parties.
9. Closing Time: As agreed by the Parties.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - a. A special warranty deed, in form and substance reasonably acceptable to Seller and Buyer, conveying good and indefeasible title to the Property to Seller, free and clear of any and all encumbrances except the Permitted Exceptions, excluding the mineral rights, such mineral rights having been previously reserved by prior grantors;
 - b. IRS Non-foreign Person Affidavit
 - c. Evidence of Seller's authority to close this transaction
 - d. Settlement statement, and such other documents as Title Company may reasonably require, specifically a customary Seller's Affidavit,
2. At Closing, Buyer will deliver or cause to be delivered:
 - a. the Purchase Price;
 - b. evidence of Buyer's authority to consummate this transaction;
 - c. settlement statement;
 - d. if applicable, the Economic Development Agreements described Section L.2, below; and
 - e. such other documents as Title Company may reasonably require

The documents listed in this Section B are collectively known as the "Closing Documents."

C. Exhibits

All exhibits attached hereto are expressly made a part of this Contract.

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

E. Intentionally omitted.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: **Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.**

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title

Policy” means an Owner Policy of Title Insurance issued by Title Company in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* Not later than the date set forth in Section A.3., above, Buyer shall have the right to obtain, at no cost to Seller (even if the Closing does not occur), shall have an ALTA/ASCM survey (the “Survey”) of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, surface, overhead and underground utilities, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Report and shall set forth a metes and bounds description of the Property. The legal description contained in said Survey shall be used by the Parties as the legal description to be contained in the Special Warranty Deed and the other Closing Documents at Closing.

4. *Delivery of Title Commitment and Legible Copies.* Seller must deliver a Title Commitment that reflects the terms of this Contract to Buyer by the deadline stated in Section A.2., and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.4.

5. *Title Objections.* Buyer has until the deadline stated in section A.5. (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller in writing of Buyer’s objections to any of them (“Title Objections”). In the event Buyer states that the condition of title is not satisfactory, the Title Objection Notice shall specify Buyer's objections to title, and Seller may, at Seller’s option and cost, elect to undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller elects not to or is unable to eliminate all Title Objections within fifteen (15) calendar days after Seller’s receipt of the Title Objection Notice from Buyer, Seller shall give Buyer written notice to this effect, and Buyer shall have ten (10) business days after receipt of such notice from Seller to elect, in writing, either to (1) waive its objections and proceed to Closing or (2) extend the Closing Date for an additional period of time (not to exceed thirty (30) days) in order to provide Seller with additional time to cure the Title Objections. Any title matter that is shown on Schedule B of the Title Report to which Buyer: (1) does not object in accordance with this Section F.5, (2) is not required to object as provided below, or (3) objects as provided herein, but such objection is subsequently waived or deemed waived by Buyer, shall be considered to be “Permitted Exceptions.” Seller and Buyer understand and agree that the Title Company will delete from the Title Policy (as defined herein):

a. the standard printed exceptions to the Title Commitment to the extent permitted by applicable law, and

b. all items shown on Schedule C of the Title Commitment, without the necessity of Buyer objecting thereto under the Title Objection Notice.

Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment which are by their nature Seller’s responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and use due diligence to cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller’s Records.* By the deadline stated in section A.6, Seller will deliver or otherwise make available to Buyer copies of the following records relating to the Property prepared by or on behalf of Seller that are otherwise in the possession of Seller or are legally accessible and obtainable

by Seller: records of any regulatory proceedings or alleged or determined violations, soil reports, environmental assessment reports, water rights agreements, engineering or topographical reports or data, and/or on the ground surveys, as well as all unrecorded contracts, leases, and/or occupancy agreements that affect the Property.

2. *Entry onto the Property.* During the Inspection Period, Buyer and its agents or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary; provided, any intrusive testing shall require the prior written consent of Seller, not to be unreasonably withheld.

3. *Indemnity.* To the extent allowed by law, Buyer will **INDEMNIFY**, defend and hold Seller **HARMLESS** from any and all loss, attorney's fees, expenses, or claims for property damage, personal injury or death to any person arising out of Buyer's investigation and inspection of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspector. The obligation of Buyer under this provision shall survive termination of this Contract and closing.

4. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from any and all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's, or Buyer's agents, entry on the Property during Buyer's investigation of the Property.

5. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any or no reason without liability to Seller before the end of the Inspection Period by notifying Seller in writing. If Buyer does not notify Seller of Buyer's termination of the Contract before the end of the Inspection Period, Buyer waives the right to terminate this Contract pursuant to this provision. **If Buyer terminates this Contract pursuant to this Section G.5., the Earnest Money plus all interest that has accrued thereon, less the Option Fee shall be delivered to Buyer . The Option Fee, which shall become the property of Seller, shall be delivered to Seller.**

6. *Option Fee.* The Option Fee paid to Seller is separate consideration for the right of Buyer to inspect the Property during the Inspection Period and to terminate this Contract on or before the end of the Inspection Period without further liability to Buyer as provided in Section G.5., above. Upon the Closing, the amount of the Option Fee shall be credited to the Purchase Price.

H. Representations

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date:

1. *Authority.* Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to (a) conduct business as a limited liability company in the State of Texas and (b) convey the Property to Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller;

2. *Litigation.* There is no litigation pending or to the best of Seller's knowledge threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract;

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or governmental requirements affecting the Property or Seller's use of the Property;

4. *Condemnation; Zoning; Land Use, Hazardous Materials.* Seller has not received notice of nor has any actual knowledge of, any condemnation, zoning, or land-use proceedings affecting the

Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property;

5. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound;

6. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent;

7. *No Property Owners Association.* The Property is not subject to mandatory membership in a property owners' association; and

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property substantially as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; and (b) comply with all contracts and governmental regulations affecting the Property. After the Effective Date, Seller will not enter into, amend, or terminate any contract that affects the Property, provided that Seller will terminate any leases, occupancy agreements, service contracts or other agreements that would extend beyond the Closing unless accepted by Buyer in writing.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this Contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller not later than fifteen (15) days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

4. *Property Sold "AS IS".* Buyer acknowledges that, except as set forth in this Agreement, Seller has made no representation to Buyer relating to the condition of the Property, the marketability of the Property or the highest and best use of the Property. Buyer assumes all responsibility for making an investigation of the Property and the best uses for the Property and will be relying only upon the investigation made by its agents or representatives with respect to its decision to close this transaction. The Purchase Price was bargained on the basis of an "AS IS, WHERE IS" transaction and reflects the agreement of the parties that there are no representations, disclosures, or express or implied warranties, except for the warranty of title stated in the closing documents and Seller's representations to Buyer set forth in Section H of this Contract.

J. Termination

1. *Disposition of Earnest Money after Termination*

a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate or as expressly forth in this Contract, Seller will, within five days after receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer, less the Option Fee, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.

b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, Buyer will, within five days after receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer will promptly return to Seller all original documents relating to the Property that Seller has delivered to Buyer. After return of the documents, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract and those obligations that survive termination under the express terms of this Contract. The provisions of this Section J. shall survive the termination of this Contract and the obligations of the parties created hereunder shall not be affected by any such termination.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price and any interest accruing thereon while on deposit with the Escrow Agent, if any.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.

e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions.

2. *Transaction Costs*

a. *Seller's Costs.* Seller will pay and be responsible for the following closing cost:

(1) all fees and premiums for the Basic Owner's Policy of Title Insurance including, including, but not limited to, the additional premium for the "survey/area and boundary deletion" in the Title Policy;

(2) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(3) One-half (½) of the Title Company's escrow fees;

(4) all costs, expenses, fees, or commissions incurred by or on behalf of Seller, including those of Seller's attorneys, agents, accountants, or agents, and consultants;

(5) all costs related to obtaining a release of any deed of trust liens, security interests, or other encumbrances on the Property, including, but not limited to, any pre-payment penalties; and

(6) such other incidental costs and fees customarily paid by sellers of real property in Collin County, Texas, for transactions of a similar nature to the transaction contemplated herein.

b. *Buyer's Costs.* Buyer will pay and be responsible for the following closing cost:

(1) all fees and premiums for any optional endorsements to the Basic Owner's Policy of Title Insurance requested by Buyer excepted as expressly required to be paid by Seller pursuant to Section K.2.a., above,;

(2) all fees and premiums for the Survey(s) except as otherwise stated herein;

(3) costs for preparing the deed;

(4) recording fees for the deed;

(5) one-half (½) of the Title Company's escrow fees;

(6) all costs and expenses incurred by or on behalf of Buyer, including those of Buyer's attorneys, agents, accountants, and consultants; and

(7) such other incidental costs and fees customarily paid by purchasers of property in Collin County, Texas, for transactions of a similar nature to the transaction contemplated herein.

c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at Closing as an adjustment to the Purchase Price. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes due as of Closing will be paid at Closing.

d. *Brokers' Commissions.* The parties acknowledge and represent they have not been represented in whole or in part by a licensed Texas Real Estate broker or agent in the negotiation or execution of this Agreement. To the extent allowed by law, the parties hereto hereby indemnify and agree to defend and hold the other party harmless from any loss, attorney's

fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the Buyer or Seller, respectively, for a broker's, agent's, or finder's fee or commission because of this transaction or this Contract, whether or not the claimant is disclosed to the other party.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

L. Special Provisions:

1. *Platting and Zoning.* Buyer and Seller understand and acknowledge as of the Effective Date the Property constitutes only a portion of an existing platted parcel and that it is not reasonable to obtain a replat of the property on or before the Closing Date. Buyer and Seller further understand and agree that it is in the best interest of the Parties to obtain a replat of Seller's property in accordance with the provisions of City of Allen Land Development Code, as amended ("the ALDC"), even if the conveyance of the Property to Buyer is exempt from a requirement to obtain a replat pursuant to the provisions of the ALDC. Buyer, at Buyer's cost, agrees to be solely responsible for replatting Seller's property, inclusive of the Property, after the Closing. Seller agrees to reasonably cooperate and participate with Buyer in the prosecution of any plat application for the replat of Allen Station Business Park Phase II so that the Property is identified as a separate and distinct lot. Seller further agrees to join in and hereby consents to any application to the City of Allen submitted prior to Closing for the rezoning of the Property for the purposes for which Buyer intends to use the Property; provided, however, Seller shall not be responsible for any costs related to the prosecution of such rezoning application. This provision shall survive the Closing.

2. *Condition of Closing.* Notwithstanding anything to the contrary herein, including, but not limited to, the provisions of Section G.5, above, Seller understands and agrees that as a condition of Closing, Buyer, if at the time of Closing the Buyer is not the City of Allen, shall have signed an economic development agreements with the City of Allen, Texas, and/or the Allen Economic Development Corporation, (the "Economic Development Agreements") related to the development of a Cabela's retail store containing not less than 100,000 square feet of retail space and other ancillary facilities, such as parking. If the Economic Development Agreements are not signed on or before the Closing Date, the Closing Date shall be extended for an additional sixty (60) days; provided, however, such agreements are not successfully negotiated and signed as described in this Section L.2. on or before the extended Closing Date, this Agreement shall terminate and Seller's sole remedy shall be receipt of the Earnest Money.

M. Escrow

1. *Escrow Agent.* The Escrow Agent is not (i) a party to this Contract and does not have liability for the performance or nonperformance of any party to this Contract, (ii) liable for interest on the Earnest Money and (iii) liable for the loss of any Earnest Money caused by the failure of any financial institution in which the Earnest Money has been deposited unless the financial institution is acting as escrow agent.

2. *Expenses.* At Closing, the Earnest Money must be applied first to any cash down payment, then to Buyer's Closing Costs and any excess refunded to Buyer. If no Closing occurs, Escrow Agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of Escrow Agent from all parties.

N. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination; Liquidated Damages.* Buyer may terminate this Contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, plus all interest accrued thereon, less the Option Fee, returned to Buyer. In addition, Seller shall reimburse Buyer for Buyer's out-of-pocket expenses relating to investigating the Property incurred by Buyer after the Effective Date.

b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to substantially perform any of its obligations under this Contract that can be fully performed prior to Closing ("Buyer's Default"), Seller may, as its sole and exclusive remedy, deliver written notice to Buyer, setting forth the nature of the Buyer's Default. In the event that Buyer has not cured the Buyer's default within fifteen (15) days of Seller's written notice, Seller may terminate this Contract and have the Earnest Money paid to Seller as liquidated damages. The parties agree that just compensation for the harm that would be caused by Buyer's default cannot be accurately estimated or would be very difficult to accurately estimate and that Seller's Liquidated Damages is a reasonable forecast of just compensation to the Seller for the harm that would be caused by Buyer's default.

3. *Attorney's Fees.* If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

4. *Mediation.* Any dispute between Seller and Buyer related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider for non-binding mediation prior to the filing of any lawsuit. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

O. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing and provided to the party to whom the notice is intended and the party's attorney. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received, except notices terminating this Contract may not be sent by electronic mail. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.

4. *Assignment.* Buyer may assign this Contract and all of Buyer's rights under it without Seller's prior written consent prior to or at Closing provided that the assignee of this Contract assumes all of Buyer's obligations pursuant to this Contract. This Contract binds, benefits, and may be enforced by the parties and their respective successors, and permitted assigns.

5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before Closing, including any obligations to indemnify the other party with respect to claims described herein, will survive termination of this Contract or Closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas, wherein exclusive venue of any action to enforce any provision hereof shall lie.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* This Contract may be executed in multiple counterparts. If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

13. *Confidentiality.* The parties will keep confidential this Contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

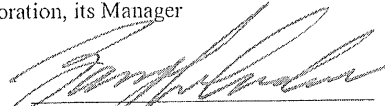
(SIGNATURES ON NEXT PAGE)

SIGNED AND AGREED on the dates indicated below.

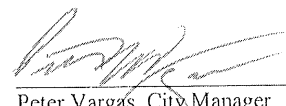
SELLER:
ANDREWS FAMILY PROPERTIES, LLC,
A Texas Limited Liability Company

BUYER:
CITY OF ALLEN, TEXAS, a Texas home
rule municipality

By: Greenbriar Investments, Inc., a Texas
corporation, its Manager

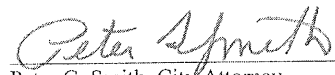
By: 
Barry G. Andrews, President

Signed: 31st day of April, 2010

By: 
Peter Vargas, City Manager

Signed: 13th day of April, 2010.

Approved as to Form:


Peter G. Smith, City Attorney

RECEIPT OF EARNEST MONEY AND CONTRACT

Title Company acknowledges receipt of Earnest Money in the amount of \$1000.00 and a copy of
this Contract executed by both Buyer and Seller.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Description of Property

CITY OF ALLEN
ALLEN STATION BUSINESS PARK
14.000 ACRE PARCEL

DESCRIPTION

BEING A 14.000 ACRE PARCEL OF LAND OUT OF THE L.K. PEGUES SURVEY, ABSTRACT NO. 702, THE F.C. WILMETH SURVEY, ABSTRACT NO. 999, AND THE HENRY WETSEL SURVEY, ABSTRACT NO. 1026, COLLIN COUNTY, TEXAS, BEING PART OF LOT 1, BLOCK 1, ALLEN STATION BUSINESS PARK, PHASE II, AN ADDITION TO THE CITY OF ALLEN AS RECORDED IN CABINET R, SLIDE 229 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AND BEING ALL OF A 1.120 ACRE TRACT OF LAND AS DEEDED TO THE CITY OF ALLEN AND RECORDED IN CC FILE NO. 20071116001556210, DRCCT, AND BEING PART OF THE 20.7275 ACRE TRACT OF LAND AS DEEDED TO ANDREWS FAMILY PROPERTIES, LLC AND RECORDED IN COUNTY CLERKS FILE NO. 20080303000247380 DRCCT, AS SHOWN ON THE ATTACHED EXHIBIT "A" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A TRACT OF LAND BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE RIGHT OF WAY FOR VILLAGE DRIVE, BEING BOUNDED ON THE EAST BY THE WEST LINE OF THE RIGHT OF WAY FOR ALLEN STATION PARKWAY, BEING BOUNDED ON SOUTH BY A LINE WHICH MARKS THE SOUTH LINE OF THE NORTH 14 ACRES OF SAID ANDREWS FAMILY TRACT, AND BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE RIGHT OF WAY FOR THE DALLAS AREA RAPID TRANSIT (DART);

The POINT OF BEGINNING is the northwest corner of said Andrews Family tract, being on the south line of the Right of Way for Village Drive, and being on the east line of the Right of Way for the Dallas Area Rapid Transit (DART);

THENCE South 70° 38' 14" East, with the north line of said Andrews Family tract, being the south line of the Right of Way for Village Drive, a distance of 561.77 feet to a point at the beginning of a non-tangent curve to the right;

THENCE continue with said common line, with said curve to the right, having a radius of 1055.00 feet, through a central angle of 07° 37' 08", an arc distance of 140.29 feet, and having a chord which bears South 66° 52' 14" East, a distance of 140.19 feet to a point at the beginning of a non-tangent compound curve;

THENCE continue with said common line, with said curve to the right, having a radius of 38.50 feet, through a central angle of 09° 39' 30", an arc distance of 6.49 feet, and having a chord which bears South 59° 36' 07" East, a distance of 6.48 feet to a point;

THENCE, South 54° 46' 19" East, continue with said common line, a distance of 109.94 feet to a point at the beginning of a non-tangent curve to the left;

THENCE continue with said common line, with said curve to the left, having a radius of 261.50 feet, through a central angle of $01^{\circ} 34' 00''$, an arc distance of 7.15 feet, and having a chord which bears South $55^{\circ} 33' 18''$ East, a distance of 7.15 feet to a point at the beginning of a tangent reverse curve;

THENCE continue with said common line, with said curve to the right, having a radius of 1045.00 feet, through a central angle of $06^{\circ} 09' 37''$, an arc distance of 112.36 feet and having a chord which bears South $53^{\circ} 16' 21''$ East, a distance of 112.30 feet to a point;

THENCE continue with said common line, South $50^{\circ} 07' 01''$ East, a distance of 62.29 feet to a point at the beginning of a corner clip for the southwest corner of the intersection of Village Drive with Allen Station Parkway;

THENCE South $01^{\circ} 14' 34''$ East, with said corner clip, a distance of 32.89 feet to a point on the east line of the curving Right of Way of Allen Station Parkway;

THENCE South $49^{\circ} 12' 08''$ East, with said corner clip, a distance of 0.63 feet to a point at the beginning of a non-tangent curve;

THENCE with said curving west line of the Right of Way for Allen Station Parkway to the right, having a radius of 1095.00 feet, through a central angle of $00^{\circ} 52' 19''$, an arc distance of 16.67 feet, and having a chord which bears South $41^{\circ} 14' 02''$ West, a distance of 16.67 feet to a point on a corner clip;

THENCE South $00^{\circ} 47' 07''$ East, with said corner clip, a distance of 22.98 feet to a point at the beginning of a non-tangent curve;

THENCE along the west line of the Right of Way for Allen Station Parkway with said curve to the right having a radius of 616.00 feet, through a central angle of $16^{\circ} 44' 37''$, an arc distance of 180.02 feet, and having a chord which bears South $60^{\circ} 03' 58''$ West, a distance of 179.38 feet to a point at the beginning of a tangent compound curve;

THENCE continue with said Right of Way line with said curve to the right, having a radius of 287.00 feet, through a central angle of $08^{\circ} 59' 23''$, an arc distance of 45.03 feet, and having a chord which bears South $72^{\circ} 56' 00''$ West, a distance of 44.98 feet to a point of tangent;

THENCE continue with said Right of Way line South $77^{\circ} 25' 41''$ West, a distance of 59.58 feet to a point at the beginning of a tangent curve;

THENCE continue with said Right of Way line with said curve to the left, having a radius of 336.00 feet, through a central angle of $10^{\circ} 22' 16''$, an arc distance of 60.82 feet, and having a chord which bears South $72^{\circ} 14' 34''$ West, a distance of 60.74 feet to a point of tangent;

THENCE continue with said Right of Way line South $67^{\circ} 03' 26''$ West, a distance of 8.13 feet to a point at the beginning of a tangent curve;

THENCE continue with said Right of Way line with said curve to the left, having a radius of 669.28 feet, through a central angle of $09^{\circ} 32' 33''$, an arc distance of 111.47 feet, and having a chord which bears South $62^{\circ} 11' 44''$ West, a distance of 111.34 feet to a point at the beginning of a non-tangent compound curve;

THENCE continue with said Right of Way line with said curve to the left, having a radius of 645.00 feet, through a central angle of $33^{\circ} 41' 08''$, an arc distance of 379.21 feet, and having a chord which bears South $40^{\circ} 04' 09''$ West, a distance of 373.77 feet to a point;

THENCE North $78^{\circ} 40' 00''$ West, crossing said Andrews Family tract, a distance of 449.42 feet to a point on the west line of said Andrews Family tract, being on the east line of the Right of Way for DART;

THENCE North $11^{\circ} 20' 00''$ East, with said common line, a distance of 290.81 feet to a point at the beginning of a tangent curve to the right;

THENCE with said Right of Way curve to the right, having a radius of 6812.41 feet, through a central angle of $03^{\circ} 37' 13''$, an arc distance of 430.43 feet, and having a chord which bears North $13^{\circ} 04' 22''$ East, a distance of 430.36 feet to a point at the beginning of a compound curve to the right;

THENCE continue with said Right of Way curve to the right, having a radius of 2814.79 feet, through a central angle of $03^{\circ} 40' 26''$, an arc distance of 180.48 feet, and having a chord which bears North $18^{\circ} 57' 53''$ East, a distance of 180.45 feet to the POINT OF BEGINNING, and containing 14.000 acres of land.

NOTE: Bearings are based on the north line of the Final Plat for Allen Station Business Park Phase I. No field survey was performed for the creation of this description.

EXHIBIT "B"
FORM OF RESTRICTION AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

STATE OF TEXAS	§	
	§	RESTRICTION AGREEMENT
COUNTY OF COLLIN	§	

This RESTRICTION AGREEMENT ("Restriction Agreement") is made and entered into as of the Effective Date by and between the City of Allen ("City"), a Texas home rule municipality and Cabela's Wholesale, Inc, ("Company") a Nebraska corporation, acting by and through their respective authorized officers.

RECITALS

WHEREAS, as of the Effective Date, pursuant to the Purchase Contract, Company has purchased the Land; and

WHEREAS, as a condition to and in consideration of the City's assignment of the Purchase Contract to Company pursuant to the Assignment, as well as City's agreement, pursuant to the Economic Development Agreement to provide to Company an economic development grant to provide to or on behalf of Company funds for the purchase price and closing costs needed by Company to purchase the Land, Company has agreed to construct the Improvements (hereinafter defined) on the Land in accordance with this Restriction Agreement; and

WHEREAS, Company desires to grant City an option to repurchase the Land in the event Company fails to cause Commencement of Construction or Completion of Construction (hereinafter defined) of the Improvements in accordance this Restriction Agreement; or a right of first refusal to repurchase the Land or portion thereof if Company obtains an offer from a third-party, in each case subject to the terms and conditions hereafter set forth;

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article I
Property Subject To Declaration

The Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Company and any subsequent owners (as such term is hereinafter defined) of all or any part of the Property, subject to the terms of this Restriction Agreement.

Article II
Definitions

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

“Assignment” means that certain *Assignment of Real Estate Sales Contract* between City and Company effective April ___, 2010.

“City” shall mean the City of Allen, a Texas home rule municipality.

“Commencement of Construction” shall mean (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements, (ii) all necessary permits for the construction of the Improvements have been issued by the applicable governmental authorities and (iii) grading of the Land or construction of the elements of the building elements of the Improvements (whether located above or below ground) has commenced.

“Company” shall mean Cabela’s Wholesale, Inc., a Nebraska corporation.

“Completion of Construction” shall mean (i) substantial completion of the Improvements on the Land has occurred, and (ii) a certificate of occupancy has been issued by the City for Company’s occupancy of the Improvements.

“Economic Development Agreement” shall mean that certain *Economic Development Agreement* between City and Company effective April 13, 2010.

“Effective Date” shall mean the date this Restriction Agreement is signed by all parties hereto.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Improvements” shall mean a hunting, fishing and outdoor gear retail store constructed on the Land containing a minimum of a 100,000 square foot retail and showroom space

(including support space), featuring educational and entertainment attractions, décor of museum quality animal displays, aquarium and trophy animals interacting in realistic recreations of their natural habitat, and other ancillary facilities such as required parking and landscaping as more fully described in the submittals to be filed by the Company with the City from time to time in order to obtain one or more building permits.

“Improvement Value” shall mean: (i) prior to the Completion of Construction, the actual hard and soft costs incurred by the Company to construct the Improvements or so much thereof as have been completed at the time, or (ii) once the Completion of Construction has occurred, the fair market value of the Improvements constructed on the Land as determined by an appraiser selected by the parties, or, in the event the parties cannot agree upon an appraiser within ten (10) days after City’s exercise of the Option or Right of First Refusal, each party shall select an appraiser who in turn will select an appraiser who will determine the fair market value of such Improvements.

“Land” shall mean the surface estate only of a 14.0 acre tract of land, more or less, out of Lot 1, Block 1, Allen Station Business Park, Phase II, an addition to the City of Allen, Texas, according to the plat thereof filed as Instrument No. 20051227001805170, Land Records, Collin County, Texas, and being more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference.

“Option Period” shall mean that period of time commencing on August 1, 2010, and ending on the earlier of (a) Completion of Construction or (b) February 1, 2012.

“Option Price” shall mean an amount equal to:

(a) the area of the Land to be repurchased by City pursuant to the Option multiplied by \$4.50 per square foot; plus

(b) the Improvement Value, if any,

less an amount equal to:

(a) the amount of the grant paid by City pursuant to Section 3.6 of the Economic Development Agreement which amount is \$_____ (Note: This amount will be known and can be inserted at Closing of the Purchase Contract); and

(b) all costs incurred by City relating to the prosecuting and obtaining a final replat of the Land; and

(c) all amounts paid by City to or on behalf of Company pursuant to Sections 3.1, 3.2, and 3.3 of the Economic Development Agreement.

“Property” shall collectively mean the Land and any Improvements, or portion thereof, following construction thereof on the Land.

“Purchase Contract” shall mean that certain *Real Estate Sales Contract* by and between City and Andrews Family Properties, LLC, dated and effective April ___, 2010, and assigned to Company pursuant to the Assignment.

“Required Use” shall mean the use and operation of the Improvements as a Cabela’s retail store open to the public selling merchandise to the general public and serving the citizens of the City subject to the provisions of Section 5.2.

Article III Option and Right of First Refusal

3.1. Option.

(a) Grant of Option. In consideration of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by City to Company and other good and valuable consideration, the receipt of sufficiency of which is acknowledged by Company, Company hereby grants to City during the Option Period an option to repurchase the developed or undeveloped portion of the Land (the “Option”).

(b) Time for Exercising Option. Subject to 3.1(c), below, the Option may be exercised by City in its sole discretion by providing written notice to Company upon the occurrence of the following:

(i) any time after September 1, 2010, if Company has failed to cause Commencement of Construction of the Improvements to occur on the Land on or before September 1, 2010, provided Commencement of Construction has in fact still not occurred on the date of the exercise of the Option; or

(ii) any time after August 1, 2011, but before the end of the Option Period, if Commencement of Construction has occurred, but Company has failed to cause Completion of Construction by that date, provided Completion of Construction has in fact not still not occurred on the date of the exercise of the Option.

(c) Force Majeure. In the event of Force Majeure, Company shall have such additional time to cause Commencement of Construction or Completion of Construction, as the case may be, so long as Company is diligently and faithfully pursuing the same. The termination of the Option Period shall be extended for the same number days that the performance of Company with respect to Commencement of Construction or Completion of Construction is extended by Force Majeure.

(d) Exercise of the Option. In the event that the City has delivered written notice of its intent to exercise the Option, the Company shall have the right to nullify the City’s Option exercise by commencing a cure of the condition which gives rise to the City’s Option right pursuant to Section (b) above within forty-five (45) days after written receipt of the City’s notice,

provided that the Company shall continue to pursue the construction of the Improvements with reasonable diligence thereafter until complete, subject to Force Majeure.

3.2 Right of First Refusal.

(a) Grant of Right of First Refusal. In consideration of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by City to Company and other good and valuable consideration, the receipt of sufficiency of which is acknowledged by Company, Company hereby grants to City, during the period commencing upon the Effective Date and ending on the fifteenth (15th) anniversary after date of Completion of Construction (“the ROFR Period”), a right of first refusal (the “ROFR”) to purchase the Property, or portion thereof, on the terms and conditions set forth herein.

(b) Notice of Third-Party Offer. If Company offers the Property, or portion thereof, for sale, or receives a bona fide offer for the purchase of any portion of Property that it intends to accept, or any governmental exercise of the power of condemnation or eminent domain with respect to the Property, the Company shall give notice thereof in writing to City (the “Third Party Notice”). The Third Party Notice shall include a copy of any offer to be made or any offer received by Company, the proposed purchaser, whether the purchase price is to be paid in cash, securities or evidenced by promissory notes, and the other material terms and conditions of such offer.

(c) City’s Exercise of ROFR. For a period of sixty (60) days after receipt by City of the Third Party Notice, City shall have the right to purchase the Property or portion thereof described in the Third Party Notice, upon the same terms and price as set forth in the Third Party Notice. The ROFR may be exercised by City by written notice to Company not later than sixty (60) days after City’s receipt of the Third Party Notice. City’s notice shall indicate acceptance of the terms set forth in the offer as recited in the Third Party Notice and state a closing date not more than sixty (60) days from the date of such notice from City.

(d) City Fails to Exercise ROFR. If City does not exercise the ROFR within the time required by Section 3.2(c), above, then:

(i) Company may sell the Property, or portion thereof, at the price and on the terms and conditions described in the Third Party Notice during the one hundred eighty (180) day period following the date of the Third Party Notice; and

(ii) City shall execute and deliver an acknowledgement, in recordable form, evidencing its waiver of its ROFR with respect to such sale. If the City fails to execute and deliver said acknowledgement within ten (10) days of the request therefor by the Company, the City hereby appoints the Company by and through its authorized signatory, as the City’s attorney in fact solely for the purpose of executing and delivering the acknowledgement.

Company agrees not to sell the Property, or portion thereof, during the ROFR Period at any lower price, on any material economic terms or conditions more favorable to the buyer than those set

forth in the Third Party Notice, or at any time after expiration of the one hundred eighty (180) day period described above, without first giving City the opportunity to exercise the ROFR at such different price, on such altered terms and conditions, or at such later time.

(e) Termination of ROFR. In the event that the Company has repaid the Grants or the required portion thereof, as set forth in the Economic Development Agreement, the ROFR shall terminate and be of no further force and effect. In the event of such termination, the City shall execute and deliver an acknowledgement, in recordable form, evidencing the termination of the ROFR. If the City fails to execute and deliver said acknowledgement within ten (10) days of the request therefor by the Company, the City hereby appoints the Company by and through its authorized signatory, as the City's attorney in fact solely for the purpose of executing and delivering the acknowledgement.

Article IV

Terms of Sale Upon Exercise of Option or Right of First Refusal

4.1 Effect of Exercise of the Option or the Right of First Refusal. Upon any timely exercise of the Option or the ROFR (collectively the "Right") by City in accordance with the foregoing provisions, the conveyance of the portion of the Property to be conveyed to City shall be in accordance with the provisions in this Article IV.

4.2. Title, Survey, and Environmental Reports.

(a) Not later than the fifteenth (15th) business day after the exercise of the Right, Company shall, at Company's expense, deliver to City:

(i) a current commitment for an Owner's Policy of Title Insurance from the Title Company for the portion of the Property to be conveyed to City, setting forth the state of title to the Property or portion thereof together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental studies or reports that Company may have in its possession with respect to the Property; and,

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) Upon any exercise of the Right, City shall have the right, at its sole option, to cause a boundary or "as-built" survey of the Property to be made by a certified land surveyor selected by it. Such survey shall be made at the sole cost and expense of City.

(c) City shall, not later than twenty (20) days after City's receipt of the last of the Survey and Title Commitment, notify Company and Title Company of any objections to the Survey or Title Commitment. If there are objections by City, Company shall in good faith attempt to satisfy them prior to Closing. If Company delivers written notice to City not later than the tenth (10th) calendar day after Company's receipt of City's objections that Company is unable to satisfy such objections, City may either waive such objections and accept title as Company is able to convey or terminate the exercise of the Right by written notice to Company and the Title Company.

4.3. Closing.

(a) The closing of the sale of Property identified in the notice exercising the Right shall occur not later than sixty (60) calendar days following the date of exercise of the Right unless otherwise extended by written agreement of the Company and the City.

(b) At the closing, Company shall deliver to City:

(i) a special warranty deed, in form and substance substantially similar to the form used to convey the Property to Company pursuant to the Purchase and Option Agreement, conveying good and indefeasible title to the Property described in the notice exercising the Right and/or the survey obtained by City (whichever is the most accurate description) to City, free and clear of any and all encumbrances except the Permitted Exceptions, save and except such oil, gas, and other minerals as may have been reserved by prior grantors;

(ii) an owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser; and

(iii) possession of the portion of the Property described in the notice of the exercise of the Right, free of parties in possession.

(c) At closing, City shall pay in cash or by certified or cashier's check the Option Price described in Section 3.1(a), or the ROFR price as determined in Section 3.2(c), as the case may be, less all Closing Costs and other costs and expenses to be paid by Company pursuant to this Article.

4.4 Taxes. Ad valorem taxes, assessments, and any other charges against the property and/or improvements conveyed to the City pursuant to this Article IV shall be prorated as of the Closing Date for the current year, such that Company will be responsible for all such items which accrue prior to the Closing Date, and the City will be responsible for all such items which accrue on and after the Closing Date. Taxes and assessments for all prior years shall be paid by Company.

4.5 Closing Costs.

(a) Company will pay and be responsible for the following closing cost:

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(ii) all fees and premiums for Basic Owner's Title Policy, and any endorsements to the Basic Owner's Title Policy;

(iii) one-half (½) of the Title Company's escrow fees;

(iv) all recording fees;

(v) all costs and expenses incurred by or on behalf of the Company, including Company's attorney's fees;

(vi) all costs related to obtaining any releases of liens on the portion of the Property conveyed relating to any loans secured by a deed of trust lien on said property; and

(vii) such other incidental costs and fees customarily paid by sellers of real property in Collin County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) City hereby agrees to pay and be responsible for the following closing cost:

(i) all fees and premiums for the Survey;

(ii) one-half (½) of the Title Company's escrow fees;

(iii) all costs and expenses incurred by or on behalf of the City, including City's attorneys' fees; and

(iv) such other incidental costs and fees customarily paid by purchasers of property in Collin County, Texas, for transactions of a similar nature to the transaction contemplated herein.

4.6. **Permitted Exceptions.** City acknowledges and agrees that the property and improvements conveyed pursuant to this Article IV will be conveyed by Company at closing subject only to such easements, conditions and restrictions as have been approved or deemed approved by the City, including; (ii) utility easements granted by subdivision plat or instrument subsequent to the purchase of the Land by Company; and (iii) such other matters as City may waive.

4.7 **Conveyance As Is.** City acknowledges and agrees that the property and/or improvements conveyed pursuant to this Article IV will be conveyed "AS IS" with all faults and defects, whether patent or latent, existing as of the Closing. Except with respect to the quality of the title

being conveyed by Company as set forth in the Special Warranty Deed, City acknowledges and agrees that Company will be making no representations, warranties, guarantees, statements or information, express or implied, pertaining to the property or improvements conveyed, their condition, or any other matters whatsoever, made to or furnished to City by Company or any employee or agent of Company, except as specifically set forth in this Restriction Agreement.

Article V Restrictions

5.1 **Use of Property; Buildings.** No lot or portion of the Property shall be utilized for any use other than the development of the Improvements. Furthermore, the Improvements shall not be used for any purpose other than the Required Use. The operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Land other than the Improvements or other structures that will be used in conformance with the Required Use.

5.2 **Term of Restrictions.** The restrictions set forth in Section 5.1, above, as well as any use restrictions contained in the Economic Development Agreement, shall commence on the Effective Date and continue thereafter until the earlier to occur of (a) the repayment of the Grants, or the required portion thereof, pursuant to the Economic Development Agreement, or (b) the expiration of a period of fifteen (15) years following the Completion of Construction.

Article VI Miscellaneous

6.1 **Enforcement.** City shall, have the right, but not the obligation, to enforce this Restriction Agreement and any covenants and restrictions contained herein, as the same may be amended as herein provided. Enforcement of this Restriction Agreement and the covenants and restrictions contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within thirty (30) days after receipt of written notice thereof, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. This Restriction Agreement is not intended to restrict the rights of the City Council of the City of Allen to exercise its legislative duties and powers insofar as the Property is concerned. Notwithstanding the above, for further remedy, Company, for itself, its successors, and assigns agrees that City may withhold building permits, development approvals, certificates of occupancy and/or final inspection necessary for the lawful use of any portion of the Property not then in compliance with this Restriction Agreement unless and until such noncompliance is cured. The rights of City under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof.

6.2 **Amendment.** No amendment or any termination of this Restriction Agreement shall be effective unless and until the City has approved the same as evidenced by a resolution of the City Council executed by the Mayor and recorded in the Official Public Records in the office of the Collin County Clerk. In the event Company, or subsequent owner of the Property desires to change, amend or alter the covenants, conditions or restrictions as set forth herein, the Company, or subsequent owner, as the case may be, shall file a written application for such change or amendment with City, which shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application. Any change or amendment approved by the City shall not be effective unless and until an instrument executed by the Mayor is recorded in the Official Public Records in the office of the Collin County Clerk in accordance with this Section.

6.3 **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If intended for City, to:

City of Allen
Attn: City Manager
305 Century Parkway
Allen, Texas 75013

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Company:

Cabela's Wholesale, Inc.
Attn: Director of Real Estate
One Cabela Drive
Sidney, Nebraska 69160

With a copy to:

Cabela's Incorporated
Attn: Legal Department-Real Estate
One Cabela Drive
Sidney, Nebraska 69160

Any party may at any time and from time to time by notice in writing to the other party hereto change the name or address of the person to who notice is to be given as hereinbefore provided.

6.4 **Successors and Assigns.** This Restriction Agreement shall bind, and inure to the benefit of, the parties and their respective successors and assigns.

6.5 **Governing Law.** This Restriction Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action shall be in the state district court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 **Recording.** The parties agree that City may record this Restriction Agreement in Official Public Records in the office of the Collin County Clerk.

6.7 **Covenants Run with the Property.** This Restriction Agreement and the restrictions, covenants, and conditions set forth herein are for the purpose of protecting the value and desirability of the Property, consequently, shall run with the Property and be binding on the Company and all parties having all right, title, or interest in the Property, in whole or in part, and their heirs, successors and assigns. These covenants, conditions and restrictions shall be for the benefit of the City of Allen, Texas. This Restriction Agreement is binding upon Company and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of the City and its successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or confirmation from the owner, constitute such owner's assumption of the obligations of Company hereunder.

6.8 **Severability.** Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

6.8 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no statement, promise, representation or modification hereof by any person, if any, and whether oral or written, shall be binding upon any party.

6.9 **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 a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

(Signatures on Following Page)

SIGNED AND AGREED on this _____ day of _____, 2010.

CITY OF ALLEN, TEXAS

By: _____
Peter H. Vargas, City Manager

Approved as to Form:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2010.

CABELA'S WHOLESALE, INC.

By: _____
Name: _____
Title: _____

City's Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Acknowledged before me, the undersigned authority, this _____ day of _____, 2010, by Peter H. Vargas, City Manager for the City of Allen, Texas, a Texas home rule municipality, on behalf of such municipality.

 Notary Public, State of Texas

My Commission expires:

Company's Acknowledgment

STATE OF NEBRASKA §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010, _____, _____ of Cabela's Wholesale, Inc., a Nebraska corporation, on behalf of said corporation.

 Notary Public, State of Nebraska

My Commission expires:

EXHIBIT A
Legal Description of the Land

A 14.000 ACRE PARCEL OF LAND OUT OF THE L.K. PEGUES SURVEY, ABSTRACT NO. 702, THE F.C. WILMETH SURVEY, ABSTRACT NO. 999, AND THE HENRY WETSEL SURVEY, ABSTRACT NO. 1026, COLLIN COUNTY, TEXAS, BEING PART OF LOT 1, BLOCK 1, ALLEN STATION BUSINESS PARK, PHASE II, AN ADDITION TO THE CITY OF ALLEN AS RECORDED IN CABINET R, SLIDE 229 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AND BEING ALL OF A 1.120 ACRE TRACT OF LAND AS DEEDED TO THE CITY OF ALLEN AND RECORDED IN CC FILE NO. 20071116001556210, DRCCT, AND BEING PART OF THE 20.7275 ACRE TRACT OF LAND AS DEEDED TO ANDREWS FAMILY PROPERTIES, LLC AND RECORDED IN COUNTY CLERKS FILE NO. 20080303000247380 DRCCT, AS SHOWN ON THE ATTACHED EXHIBIT "A" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A TRACT OF LAND BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE RIGHT OF WAY FOR VILLAGE DRIVE, BEING BOUNDED ON THE EAST BY THE WEST LINE OF THE RIGHT OF WAY FOR ALLEN STATION PARKWAY, BEING BOUNDED ON SOUTH BY A LINE WHICH MARKS THE SOUTH LINE OF THE NORTH 14 ACRES OF SAID ANDREWS FAMILY TRACT, AND BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE RIGHT OF WAY FOR THE DALLAS AREA RAPID TRANSIT (DART);

The POINT OF BEGINNING is the northwest corner of said Andrews Family tract, being on the south line of the Right of Way for Village Drive, and being on the east line of the Right of Way for the Dallas Area Rapid Transit (DART);

THENCE South 70° 38' 14" East, with the north line of said Andrews Family tract, being the south line of the Right of Way for Village Drive, a distance of 561.77 feet to a point at the beginning of a non-tangent curve to the right;

THENCE continue with said common line, with said curve to the right, having a radius of 1055.00 feet, through a central angle of 07° 37' 08", an arc distance of 140.29 feet, and having a chord which bears South 66° 52' 14" East, a distance of 140.19 feet to a point at the beginning of a non-tangent compound curve;

THENCE continue with said common line, with said curve to the right, having a radius of 38.50 feet, through a central angle of 09° 39' 30", an arc distance of 6.49 feet, and having a chord which bears South 59° 36' 07" East, a distance of 6.48 feet to a point;

THENCE, South 54° 46' 19" East, continue with said common line, a distance of 109.94 feet to a point at the beginning of a non-tangent curve to the left;

THENCE continue with said common line, with said curve to the left, having a radius of 261.50 feet, through a central angle of 01° 34' 00", an arc distance of 7.15 feet, and having a chord which bears South 55° 33' 18" East, a distance of 7.15 feet to a point at the beginning of a tangent reverse curve;

THENCE continue with said common line, with said curve to the right, having a radius of 1045.00 feet, through a central angle of $06^{\circ} 09' 37''$, an arc distance of 112.36 feet and having a chord which bears South $53^{\circ} 16' 21''$ East, a distance of 112.30 feet to a point;

THENCE continue with said common line, South $50^{\circ} 07' 01''$ East, a distance of 62.29 feet to a point at the beginning of a corner clip for the southwest corner of the intersection of Village Drive with Allen Station Parkway;

THENCE South $01^{\circ} 14' 34''$ East, with said corner clip, a distance of 32.89 feet to a point on the east line of the curving Right of Way of Allen Station Parkway;

THENCE South $49^{\circ} 12' 08''$ East, with said corner clip, a distance of 0.63 feet to a point at the beginning of a non-tangent curve;

THENCE with said curving west line of the Right of Way for Allen Station Parkway to the right, having a radius of 1095.00 feet, through a central angle of $00^{\circ} 52' 19''$, an arc distance of 16.67 feet, and having a chord which bears South $41^{\circ} 14' 02''$ West, a distance of 16.67 feet to a point on a corner clip;

THENCE South $00^{\circ} 47' 07''$ East, with said corner clip, a distance of 22.98 feet to a point at the beginning of a non-tangent curve;

THENCE along the west line of the Right of Way for Allen Station Parkway with said curve to the right having a radius of 616.00 feet, through a central angle of $16^{\circ} 44' 37''$, an arc distance of 180.02 feet, and having a chord which bears South $60^{\circ} 03' 58''$ West, a distance of 179.38 feet to a point at the beginning of a tangent compound curve;

THENCE continue with said Right of Way line with said curve to the right, having a radius of 287.00 feet, through a central angle of $08^{\circ} 59' 23''$, an arc distance of 45.03 feet, and having a chord which bears South $72^{\circ} 56' 00''$ West, a distance of 44.98 feet to a point of tangent;

THENCE continue with said Right of Way line South $77^{\circ} 25' 41''$ West, a distance of 59.58 feet to a point at the beginning of a tangent curve;

THENCE continue with said Right of Way line with said curve to the left, having a radius of 336.00 feet, through a central angle of $10^{\circ} 22' 16''$, an arc distance of 60.82 feet, and having a chord which bears South $72^{\circ} 14' 34''$ West, a distance of 60.74 feet to a point of tangent;

THENCE continue with said Right of Way line South $67^{\circ} 03' 26''$ West, a distance of 8.13 feet to a point at the beginning of a tangent curve;

THENCE continue with said Right of Way line with said curve to the left, having a radius of 669.28 feet, through a central angle of $09^{\circ} 32' 33''$, an arc distance of 111.47 feet, and having a chord which bears South $62^{\circ} 11' 44''$ West, a distance of 111.34 feet to a point at the beginning of a non-tangent compound curve;

THENCE continue with said Right of Way line with said curve to the left, having a radius of 645.00 feet, through a central angle of $33^{\circ} 41' 08''$, an arc distance of 379.21 feet, and having a chord which bears South $40^{\circ} 04' 09''$ West, a distance of 373.77 feet to a point;

THENCE North 78° 40' 00" West, crossing said Andrews Family tract, a distance of 449.42 feet to a point on the west line of said Andrews Family tract, being on the east line of the Right of Way for DART;

THENCE North 11° 20 '00" East, with said common line, a distance of 290.81 feet to a point at the beginning of a tangent curve to the right;

THENCE with said Right of Way curve to the right, having a radius of 6812.41 feet, through a central angle of 03° 37' 13", an arc distance of 430.43 feet, and having a chord which bears North 13° 04' 22" East, a distance of 430.36 feet to a point at the beginning of a compound curve to the right;

THENCE continue with said Right of Way curve to the right, having a radius of 2814.79 feet, through a central angle of 03° 40' 26", an arc distance of 180.48 feet, and having a chord which bears North 18°57'53" East, a distance of 180.45 feet to the POINT OF BEGINNING, and containing 14.000 acres of land.

NOTE: Bearings are based on the north line of the Final Plat for Allen Station Business Park Phase I. No field survey was performed for the creation of this description.

**APPENDIX C: Sample Purchase and Sale Agreement
(City to Independent Foundation)**

PURCHASE AND SALE AGREEMENT

This **Purchase and Sales Agreement** ("Agreement") to buy and sell real property is entered between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Agreement, acknowledgement by Title Company of receipt of this Agreement.

Seller: City of Gold
Attn: City Manager

Gold, Texas 75_____

Phone: (972) _____
Fax: (972) _____

Type of entity: Texas Home Rule Municipality

Buyer: Gold Economic Development Foundation, Inc.
Attn: _____

Gold, Texas 75_____

Phone: (972) _____
Fax: (972) _____

Type of entity: A Texas non-profit corporation

Title Company: _____ Title Company

Gold, Texas 75_____

Attn: _____

Phone: (972) _____
Fax: (972) _____

Property: **Lot __, Block __, _____ Addition, an addition to the City of _____, Dallas County, Texas, according to the map or plat thereof recorded as Document No. xxxxxxxx Official Public Records, Dallas County, Texas**

Inspection Period: Period ending 30 calendar days after the Effective Date.

Closing Date: Concurrent with the Buyer's closing of the sale of the Property to the Big Famous Developer, Ltd., ("BFD") pursuant to a Purchase and Sale Agreement relating to the Property.

Purchase Price: \$_____

PURCHASE AND SALES AGREEMENT BETWEEN CITY OF GOLD AND GOLD ECONOMIC DEVELOPMENT FOUNDATION, INC. - PAGE 1

32517

Additional
Consideration: None

Earnest Money: None

Effective Date: Last date of execution of this Agreement by the parties.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Buyer agrees to purchase, the Property and improvements thereon as provided in this Agreement.

2. **Title, Survey, and Environmental Reports.**

(a) Not later than fifteen (15) calendar days after the Effective Date of this Agreement, shall deliver to Buyer:

(i) a current commitment for title insurance for the Land, from the Title Company setting forth the state of title to the Land together with any easements or restrictions (existing or created pursuant hereto) benefiting the Land, together with all exceptions or conditions to such title; and

(ii) legible copies of all documents referenced in the title commitments.

The cost for providing the above shall be borne by the party designated to bear such cost in the Purchase and Sale Agreement between the Buyer and BFD regarding the Property.

(b) If Buyer objects to any of the exceptions contained in the Title Commitment, Buyer's objections must be made in writing to Seller not later than ten (10) calendar days after the date Buyer receives the title commitment and the survey. Seller shall in good faith attempt to satisfy or cure the objections to title prior to closing, but Seller shall not be required to incur any cost to do so.

(c) If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy such objections, or if Seller is unable to convey title in accordance with Section 3, below, Buyer may either waive such objections and accept such title as Seller is able to convey, or terminate this contract by written notice to Seller.

3. **Inspection Period.**

(a) During the Inspection Period, Buyer and Big Famous Developer, Ltd. ("BFD") and their respective agents or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary.

(b) Seller understands and acknowledges that Buyer has or intends to enter an agreement to sell the Property to BFD. Buyer obtains agreement from BFD for BFD to be solely

responsible for any damages to the Property caused by BFD's inspection of the Property. Buyer shall further require and obtain agreement from BFD to repair any damage to the Property caused by BFD, its officers, employees, partners, agents or invitees, and further agree to indemnify and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by BFD and/or BFD's authorized agents', representatives' or employees' negligent or intentional acts or omissions during the Inspection Period or as a result of any inspection of the Property by such parties.

(c) Buyer may terminate this Agreement by notifying Seller and Title Company in writing prior to Closing if BFD terminates its Purchase and Sale Agreement with Buyer. In such event neither party shall have any further claim against the other under this Agreement.

4. **Closing.**

(a) At the Closing, Seller shall deliver to the Title Company:

(i) a special warranty deed, in form and substance reasonably acceptable to Seller and Buyer, conveying good and indefeasible title to the Property to Buyer free and clear of any and all encumbrances, except the Permitted Exceptions;

(ii) a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to Buyer;

(iii) possession of the Property, free of parties in possession;

(iv) such other documents that the Title Company may reasonably require of Seller.

(b) At the closing, Buyer shall deliver to Seller through Title Company:

(i) the Purchase Price in cash or immediately available funds (which will reflect a credit for the Earnest Money previously paid directly to Seller);

(ii) the Restriction Agreement signed by Buyer and BFD; and

(iii) such other documents that the Title Company may reasonably require of Seller.

5. **Taxes.** Buyer understands and acknowledges the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property by Buyer to BFD. Buyer shall ensure that BFD has agreed to be responsible for payment of current year taxes on the Property prorated from the date of Closing to December 31 of the year of Closing.

6. **Brokers' Commissions.** Buyer and Seller each represent that they have not been represented in whole or in part by a licensed Texas Real Estate broker or agent and that no commission or fee is to be paid at Closing to any real estate broker or agent.

7. **Closing Costs.**

To the extent not paid by BFD pursuant to the closing of the sale of the Property by Buyer to BFD, Seller hereby agrees to pay and be responsible for closing costs, including, but not limited to:

- (i) Title Company's escrow fees;
- (ii) The cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;
- (iii) Any fees or premiums related to issuance of a Owner's Title Policy and any endorsements made thereto; provided, however, it is understood and agreed that the parties shall execute such documents as required by the Title Company so that the cost of the Owner's Title Policy and any related endorsements are passed through to the sale of the Property by Buyer to BFD, it being the intent of Buyer and Seller that only one title policy be issued in favor of BFD following the concurrent closing of this transaction and the transaction between Buyer and BFD;
- (iv) Recording fees for the special warranty deed and the Restriction Agreement;
- (v) All fees for the preparation of any Phase I environmental study, property survey, and tree survey, to the extent such fees are not paid outside of Closing and not chargeable to BFD upon resale of the Property; and
- (vi) Such other incidental costs and fees customarily paid by sellers of real estate in Dallas County, Texas for transactions of a similar nature to the transaction contemplated herein.

8. **Permitted Exceptions.** Buyer acknowledges and agrees that the Property will be conveyed subject to the existing zoning, the statutory lien for current taxes, and the environmental condition, which shall be deemed to be Permitted Exceptions.

9. **Property Restriction:** Seller and Buyer agree and understand that the Property is being conveyed by Seller without competitive bids pursuant to TEX. LOC. GOV'T CODE §272.001(b)(4). Buyer agrees to serve as an independent foundation to have the Property developed as follows:

- (i) Buyer agrees that the Property is to be sold to BFD for the construction of a medical office building on the Property, said medical office building to contain approximately 16,421 square feet of space ("Building").
- (ii) Buyer shall retain an option to repurchase the Property from BFD if BFD should fail to commence construction of the Building within one hundred fifty (150) days after Buyer's closing of the sale of the Property to BFD, or if BFD should fail to cause completion of the construction of the Building within 15 calendar months after GEDF's closing of the sale of the Property to BFD.

(iii) Buyer agrees and covenants that the Property shall be conveyed to BFD subject to the Restriction Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

10. **Representations and Covenants.**

(a) Seller represents and covenants that:

(i) Seller has authority to enter into this Agreement;

(ii) no other person has any interest in or claims against the Property (other than as reflected by the title commitment); and

(iii) Seller will not hereafter encumber the Property.

(b) Buyer represents that it has authority to enter into this Agreement.

The only representations made by any party concerning the Property and this Agreement are as set out in this Agreement.

11. **Land Sold "AS IS."**

(a) Buyer represents that as of the Closing Date that it:

(i) will have made all investigations as Buyer deems necessary or appropriate and;

(ii) will be relying solely upon Buyer's inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Property.

(b) Buyer acknowledges and agrees that the Property and the improvements located thereon are being purchased and will be conveyed "AS IS" with all faults and defects, whether patent or latent, as of the Closing.

(c) Buyer further acknowledges and agrees there have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property or the improvements, its condition, or any other matters whatsoever, made to or furnished to Buyer by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement.

12. **Remedies.** If Buyer defaults in the provisions of this Agreement and fails to cure such default not later than ten (10) days after written notice describing the nature of the default is delivered by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement. If Seller defaults in the provisions of this Agreement and fails to cure such default not later than

ten (10) days after written notice describing the nature of the default is delivered by Buyer to Seller, Buyer's sole remedy shall be to terminate this Agreement.

13. **Notices.** Any notice required by or permitted under this Agreement must be in writing and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means, in which case the notice will be deemed effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. In addition to providing a notice to the parties, copies of each notice must be given by to:

Attorney for Buyer:

Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201
Attn: Peter G. Smith and Kevin B. Laughlin
Phone: (214) 965-9900
Fax: (214) 965-0010

14. **Miscellaneous.**

(a) **Entireties.** This Agreement contains the entire agreement of the parties pertaining to the Property.

(b) **Modifications.** This Agreement may only be modified by a written document signed by both parties.

(c) **Assignment.** Buyer may not assign its rights under this Agreement to any entity without the express written consent of Seller.

(d) **Time is of the Essence.** Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

(e) **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(f) **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 a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

(g) **Non-Business Day.** If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next business day.

(h) **Zoning.** Seller assumes no obligation to change the current zoning on the Land.

(i) **Survival of Covenants.** The provisions of Section 11, above, as well as any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing shall survive.

(j). **Severability.** The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

(k) **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

(l) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract.

(m) **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

(Signatures on Following Page)

Signed and Agreed on the dates indicated below.

SELLER:

CITY OF GOLD, TEXAS

BUYER:

**GOLD ECONOMIC DEVELOPMENT
FOUNDATION, INC.**

By: _____
City Manager

By: _____
President

Date: _____

Date: _____

EXHIBIT "A"
RESTRICTION AGREEMENT

STATE OF TEXAS	§	
	§	RESTRICTION AGREEMENT
COUNTY OF DALLAS	§	

This Restriction Agreement ("Restriction Agreement") is made and entered into as _____, 2010, (the "Effective Date") by and between Big Famous Developer, Ltd. ("BFD"), a Texas limited partnership, and the Gold Economic Development Foundation, Inc. a Texas nonprofit corporation ("GEDF") acting by and through their authorized representatives.

WHEREAS, GEDF has, as of the Effective Date, pursuant to the Purchase and Sale Agreement conveyed to GEDF the Land, as defined below; and

WHEREAS, GEDF has, as a condition of the conveyance of the Land to BFD, restricted the use of the Land and required BFD to construct the Improvements (as defined below) on the Land; and

WHEREAS, as a condition to and in consideration of the GEDF's conveyance of the Land to BFD, BFD has agreed to construct the Improvements on the Land; and

WHEREAS, BFD desires to grant GEDF: an option to repurchase the Land in the event BFD fails to satisfy certain conditions as set forth in this Agreement;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article I
Definitions

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"City" shall mean the City of Gold, a Texas home rule municipality located in Dallas County, Texas.

"Commencement of Construction" shall mean: (i) the construction plans for the Improvements have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the Improvements pursuant to the respective plans have been issued by all applicable governmental authorities for the construction of the Building; (iii) the contractor shall have executed a construction contract with BFD, mobilized, and made a presence on the Land with a job shack, equipment and materials; and (iv) construction of vertical elements of the Improvements have commenced.

“Completion of Construction” shall mean: (i) the substantial completion of the exterior building shell, public areas and life safety requirements and supporting site improvements such as fire lanes; and (ii) a final certificate of occupancy has been issued by City for occupancy of the Improvements by BFD or its tenants.

“Force Majeure” shall mean any contingency beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, strike, government or de facto government action unless caused by the intentionally wrongful acts or omission of the party, fires, explosions or floods, strikes, slowdowns or work stoppages and rain delays and other weather related delays caused by temperatures that are too cold to permit construction activities.

“Improvements” shall mean an office building whose tenants are involved in the medical profession or other licensed professions, as well as tenants whose services are in support of such professions, to be constructed on the Land containing approximately 16,421 square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in submittals filed the BFD with City, from time to time in order to obtain a building permit.

“Improvement Value” shall mean the fair market value of the Improvements, or portion constructed thereof, as determined by an appraiser selected by the parties. In the event the parties cannot agree upon an appraiser, each party shall select an appraiser who in turn will select an appraiser who will determine the fair market value of the Improvements, or portion constructed thereof.

“Land” shall mean the real property located in Coppell, Dallas County, Texas, and more fully described as follows:

Lot 2, Block 1, Big Famous Developer Addition, an addition to the City of Gold, Dallas County, Texas, according to the map or plat thereof recorded as Document No. xxxxxxxxxx, Official Public Records, Dallas County, Texas

“Option Price” shall mean the amount of the Purchase Price stated in the Purchase and Sale Agreement plus the Improvement Value less all closing costs and expenses paid or incurred by GEDF pursuant to the Purchase and Sale Agreement and pursuant to the exercise of the Option and less \$25,000.00.

“Property” shall mean the Land and the Improvements, or portion thereof, following construction thereof on the Land.

“Purchase Contract” shall mean that certain *Purchase and Sale Agreement* by and between GEDF and BFD, dated and effective _____, 2010 with respect to the sale of the Land by GEDF to BFD.

“Required Use” shall mean the development and use of the Land with the Improvements.

Article II Option

RESTRICTION AGREEMENT/LOT 2, BLOCK 1
BIG FAMOUS DEVELOPER ADDITION - PAGE 2

2.1. Grant. In consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges by BFD, BFD hereby grants to GEDF an option to repurchase the developed and undeveloped portions of the Land (“the Option”)

2.2 Exercise. Subject to Section 2.3, below, the Option may be exercised by the GEDF in its sole discretion by providing written notice to BFD upon the occurrence of the following:

(i) BFD fails to cause Commencement of Construction to occur on the Land on or before the one hundred fiftieth (150th) calendar day after the Effective Date; provided Commencement of Construction has in fact not occur prior on or before the GEDF seeks to exercise the Option; or

(ii) BFD fails to cause the Completion of Construction within fifteen (15) calendar months after the Effective Date, provided Completion of Construction has in fact still not occurred on the date of the exercise of the Option by GEDF.

2.3 Force Majeure. In the event of Force Majeure, BFD shall have such additional time to cause Commencement of Construction or Completion of Construction, as the case may be, so long as BFD is diligently and faithfully pursuing the same. The termination of the Option Period shall be extended for the same number days that the performance of Company with respect to Commencement of Construction or Completion of Construction is extended by Force Majeure.

2.4 Breach and Right to Cure. In the event that the GEDF has delivered written notice of its intent to exercise the Option, BFD shall have the right to nullify the GEDF’s Option exercise by commencing a cure of the condition which gives rise to GEDF’s Option right pursuant to Section 2.2 within thirty (30) days after written receipt of the GEDF’s notice, provided that BFD shall continue to pursue the construction of the Improvements with reasonable diligence thereafter until complete, subject to Force Majeure. If BFD fails to cure the breach within the time period provided herein, including any extensions thereof, the GEDF in its sole discretion may proceed to exercise the Option.

Article III Terms of Sale Upon Exercise of Option

3.1 Effect of Exercise of the Option. Upon any timely exercise of the Option by GEDF in accordance with the foregoing provisions, the conveyance of the portion of the Property to be conveyed to GEDF shall be in accordance with the provisions in this Article III.

3.2. Title, Survey, and Environmental Reports.

(a) Not later than the fifteenth (15th) business day after the exercise of the Option, BFD shall, at BFD's expense, deliver to GEDF:

(i) a current commitment for an Owner's Policy of Title Insurance from the Title Company for the portion of the Property to be conveyed to GEDF, setting forth the state of title to the Property or portion thereof together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental studies or reports that BFD may have in its possession with respect to the Property; and,

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) Upon any exercise of the Option, GEDF shall have the right, at its sole option, to cause a boundary or "as-built" survey of the Property to be made by a certified land surveyor selected by it. Such survey shall be made at the sole cost and expense of GEDF.

(c) GEDF shall, not later than twenty (20) days after GEDF's receipt of the last of the Survey and Title Commitment, notify BFD and Title Company of any objections to the Survey or Title Commitment. If there are objections by GEDF, BFD shall in good faith attempt to satisfy them prior to Closing. If BFD delivers written notice to GEDF not later than the tenth (10th) calendar day after BFD's receipt of GEDF's objections that BFD is unable to satisfy such objections, GEDF may either waive such objections and accept title as BFD is able to convey or terminate the exercise of the Option by written notice to BFD and the Title Company.

3.3. Closing.

(a) The closing of the sale of Property identified in the notice exercising the Option shall occur not later than sixty (60) calendar days following the date of exercise of the Option unless otherwise extended by written agreement of BFD and GEDF.

(b) At the closing, BFD shall deliver to GEDF:

(i) a special warranty deed, in form and substance substantially similar to the form used to convey the Property to BFD pursuant to the Purchase Agreement, conveying good and indefeasible title to the Property described in the notice exercising the Option and/or the survey obtained by GEDF (whichever is the most accurate description) to GEDF, free and clear of any and all encumbrances except the Permitted Exceptions, save and except such oil, gas, and other minerals as may have been reserved by prior grantors;

(ii) an owner's policy of title insurance (or equivalent) in the amount of the Option Price, insuring such title to the Purchaser; and

(iii) possession of the portion of the Property described in the notice of the exercise of the Option, free of parties in possession.

(c) At Closing, GEDF shall pay in current funds the Option Price less all Closing Costs and other costs and expenses to be paid by BFD pursuant to this Article.

3.4 Taxes. Ad valorem taxes, assessments, and any other charges against the Property conveyed to GEDF pursuant to this Article III shall be prorated as of the Closing Date for the current year, such that BFD will be responsible for all such items which accrue prior to the Closing Date, and GEDF will be responsible for all such items which accrue on and after the Closing Date. Taxes and assessments for all prior years shall be paid by BFD.

3.5 Closing Costs.

(a) BFD will pay and be responsible for the following closing cost:

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(ii) all fees and premiums for Basic Owner's Title Policy, and any endorsements to the Basic Owner's Title Policy;

(iii) one-half (½) of the Title Company's escrow fees;

(iv) all recording fees;

(v) all costs and expenses incurred by or on behalf of BFD, including BFD's attorney's fees;

(vi) all costs related to obtaining any releases of liens on the portion of the Property conveyed relating to any loans secured by a deed of trust lien on said property; and

(vii) such other incidental costs and fees customarily paid by sellers of real property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) City hereby agrees to pay and be responsible for the following closing cost:

(i) all fees and premiums for the Survey;

(ii) one-half (½) of the Title Company's escrow fees;

(iii) all costs and expenses incurred by or on behalf of GEDF, including GEDF's attorneys' fees; and

(iv) such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

3.6. Permitted Exceptions. GEDF acknowledges and agrees that the real property and improvements conveyed pursuant to this Article III will be conveyed by BFD at closing subject only to such easements, conditions and restrictions as have been approved or deemed approved by BFD, including; (i) utility easements granted by subdivision plat or instrument subsequent to the purchase of the Land by BFD; and (ii) such other matters as GEDF may waive.

3.7 Conveyance As Is. GEDF acknowledges and agrees that the property and/or improvements conveyed pursuant to this Article III will be conveyed “AS IS” with all faults and defects, whether patent or latent, existing as of the Closing. Except with respect to the quality of the title being conveyed by BFD as set forth in the Special Warranty Deed, GEDF acknowledges and agrees that BFD will be making no representations, warranties, guarantees, statements or information, express or implied, pertaining to the property or improvements conveyed, their condition, or any other matters whatsoever, made to or furnished to GEDF by BFD or any employee or agent of BFD, except as specifically set forth in this Restriction Agreement.

Article IV Restrictions

4.1 Use of Property; Buildings. No lot or portion of the Property shall be owned, held leased, transferred, sold,, mortgaged or conveyed for any use other than the development of the Improvements and the Required Use. The operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Land other than the Improvements or other structures that will be used in conformance with the Required Use.

4.2 Ownership of the Property. BFD shall continuously own and occupy the Property for a period of at least five (5) years commencing on the day a final certificate of occupancy is issued for BFD’s occupancy for the Improvements unless otherwise agreed in writing by GEDF.

Article V Miscellaneous

5.1 Enforcement. GEDF and any subsequent owner of all or any portion of the Property shall have the right, but not the obligation, to enforce this Restriction Agreement, as the same may be amended as herein provided. Enforcement of this Restriction Agreement and the covenants and restrictions contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within thirty (30) days after receipt of written notice thereof by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. The rights of GEDF under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof.

5.2 Duration. The Use Restrictions set forth herein shall be effective from the date this Restriction Agreement is recorded and continue for a period of five (5) years commencing on the date a final permanent certificate of occupancy is issued for BFD's occupancy for the Improvements.

5.3 Amendment. No amendment or any early termination of this Restriction Agreement shall be effective unless and until the Board of Directors of the GEDF has approved the same as evidenced by an instrument executed by the President and recorded in the Official Public Records of Dallas County, Texas. In the event BFD, or subsequent Owner of the Property desires to change, amend or alter the Use Restrictions set forth in Article 4 so that the Property may be used for other than "medical and professional office use," BFD, or subsequent owner, as the case may be, shall file a written application for such change or amendment to Article 4 with the President of the Board of Directors of the GEDF. The Board of Directors of GEDF shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application, with the failure to act constituting a denial of the request.

5.4 Notices. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If to BFD:

Big Famous Developer, Ltd.
Attn: President

Gold, Texas 75019

If to GEDF:

Gold Economic Development Foundation, Inc.
Attn: President

Gold, Texas 75019

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard, Suite 1800
Dallas, Texas 75201
(214) 965-9900
(214) 965-0010 FAX
E-mail: psmith@njdhs.com

Any party may at any time and from time to time by notice in writing to the other party hereto change the name or address of the person to who notice is to be given as hereinbefore provided.

5.5. Successors and Assigns. This Agreement shall bind, and inure to the benefit of, the parties and their respective successors and assigns.

5.6. Governing Law. This Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action 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.

5.7. Recording. The parties agree that GEDF may record this Agreement in Official Public Records of Dallas County, Texas.

5.8. Covenants Run with the Property. This Restriction Agreement and the obligations of BFD hereunder are intended to run with the Property and shall be binding upon BFD and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of the GEDF and its successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or conformation from the owner, constitute such owner's assumption of the obligations of BFD hereunder.

5.9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no statement, promise, representation or modification hereof by any person, if any, and whether oral or written, shall be binding upon any party.

5.10. Assignment to City. GEDF may, in its sole discretion, assign all of its right, title, and interest in this Agreement to City, including, but not limited to, GEDF's rights to the Option, without the consent of BFD, provided such assignment shall not be effective earlier than the date notice of the assignment is delivered by GEDF to BFD.

5.11. 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

RESTRICTION AGREEMENT/LOT 2, BLOCK 1
BIG FAMOUS DEVELOPER ADDITION - PAGE 8

of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

(Signature Page to Follow)

RESTRICTION AGREEMENT/LOT 2, BLOCK 1
BIG FAMOUS DEVELOPER ADDITION - PAGE 9

SIGNED AND AGREED this the _____ day of _____, 2010.

GOLD ECONOMIC DEVELOPMENT FOUNDATION, INC.

By: _____
President

SIGNED AND AGREED this the _____ day of _____, 2010.

BIG FAMOUS DEVELOPER, LTD.

By: Really Big Developer, LLC, General Partner

By: _____
Manager

GEDF'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Acknowledged before me this _____ day of _____, 2010, by _____, President, Gold Economic Development Foundation, Inc., a Texas nonprofit corporation, on behalf of such corporation.

Notary Public, State of Texas

My Commission expires:

BFD'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____, Manager of Really Big Developer, LLC, General Partner of Big Famous Developer, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

My Commission expires:

RESTRICTION AGREEMENT/LOT 2, BLOCK 1
BIG FAMOUS DEVELOPER ADDITION - PAGE 11

**APPENDIX D: Sample Purchase and Sale Agreement
(Independent Foundation to Developer)**

PURCHASE AND SALE AGREEMENT

This **Purchase and Sales Agreement** ("Agreement") to buy and sell real property is entered between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Agreement, acknowledgement by Title Company of receipt of this Agreement.

Seller: Gold Economic Development Foundation, Inc.
Attn: President

Gold, Texas 75____

Phone: (972) _____

Fax: (972) _____

Type of entity: A Texas non-profit corporation

Seller's Attorneys: Peter G. Smith
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza
500 N Akard
Dallas, Texas 75201

Phone: (214) 965-9900

Fax: (214) 965-0010

E-mail: psmith@njdhs.com
klaughlin@njdhs.com

Buyer: Big Famous Developer, Ltd. ("BFD")
Attn: President

Gold, Texas 75____

Phone:

Fax:

E-mail:

Type of entity: A Texas Limited Partnership

Buyer's Attorneys:

Phone:

Fax:

E-mail:

**PURCHASE AND SALE AGREEMENT BETWEEN GOLD ECONOMIC DEVELOPMENT
FOUNDATION, INC. AND BIG FAMOUS DEVELOPER, LTD. - PAGE 1**

32523

Title Company: _____ Title Co.

Gold, Texas 75_____

Attn: _____

Phone: (972) _____

Fax: (972) _____

Property: **Lot 2, Block 1, Big Famous Developer Addition, an addition to the City of Gold, Dallas County, Texas, according to the map or plat thereof recorded as Document No. xxxxxxxxx, Official Public Records, Dallas County, Texas**

Inspection Period: Period ending 30 calendar days after the Effective Date.

Closing Date: Not later than thirty (30) days after the expiration of the Inspection Period, or other date agreed to by the parties.

Purchase Price: \$_____

Earnest Money: \$25,000.00 which shall be credited to the Purchase Price upon Closing.

Effective Date: Last date of signing of this Agreement by the parties.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Buyer agrees to purchase, the Property and improvements thereon as provided in this Agreement.

2. **Title, Survey, and Environmental Reports.**

(a) Not later than fifteen (15) calendar days after the Effective Date of this Agreement, Seller, at Buyer's expense, shall deliver to Buyer:

(i) a current commitment for title insurance for the Land, from the Title Company setting forth the state of title to the Land together with any easements or restrictions (existing or created pursuant hereto) benefiting the Land, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the title commitments;

(iii) a current Survey certified to Buyer and Title Company;

and

(iv) a tax certificate indicating the status of payment of any ad valorem taxes assessed and due on the Property.

(b) If Buyer objects to any of the exceptions contained in the Title Commitment, Buyer's objections must be made in writing to Seller not later than ten (10) calendar days after the date Buyer receives the title commitment and the survey. Seller shall in good faith attempt to satisfy or cure the objections to title prior to closing, but Seller shall not be required to incur any cost to do so.

(c) If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy such objections, or if Seller is unable to convey title in accordance with Section 3, below, Buyer may either waive such objections and accept such title as Seller is able to convey, or terminate this contract by written notice to Seller.

3. **Inspection Period.**

(a) During the Inspection Period, Buyer and its agents or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as Buyer deems necessary.

(b) Buyer shall be solely responsible for any damages to the Property caused by Buyer's inspection of the Property. **Buyer shall repair any damage to the Property caused by Buyer, its officers, employees, partners, agents or invitees, and agrees to indemnify and defend Seller and the City of Coppell, Texas, and hold Seller and the City of Coppell, Texas, harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by Buyer and/or Buyer's authorized agents, representatives or employees negligent or intentional acts or omissions during the Inspection Period or as a result of any inspection of the Property by such parties.**

(c) Buyer, at Buyer's sole option and expense, may obtain a Phase I Environmental Site Assessment ("Phase I ESA") with respect to the Property. If in preparation of the Phase I ESA the investigator determines there is reason to conduct additional investigation requiring a Phase II Environmental Assessment ("Phase II ESA"), Buyer may conduct, at Buyer's sole cost, the Phase II ESA that is recommended. If the consultant preparing the Phase I ESA recommends preparation of a Phase II ESA, the Inspection Period shall be extended for a period of fifteen (15) days.

(d) Buyer may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period. In such event, neither party shall have any further claim against the other under this Agreement; provided, however, the Earnest Money shall be returned to Buyer less \$500.00. If Buyer does not timely terminate this Agreement under this Section 3, Buyer shall have no further right to do so under this Section 3; and Buyer shall have waived its right to terminate this Agreement within the Inspection Period.

4. **Closing.**

(a) The closing of the sale of Property shall occur at the Title Company on or before the thirtieth (30th) calendar day after the end of the Inspection Period, ("Closing Date") at a time

mutually agreed by the parties, or on such other date prior to the Closing Date as may be agreed by the parties.

(b) At the Closing, Seller shall deliver to the Title Company:

(i) a special warranty deed, in form and substance reasonably acceptable to Seller and Buyer, conveying good and indefeasible title to the Property to Buyer free and clear of any and all encumbrances, except the Permitted Exceptions;

(ii) a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to Buyer;

(iii) possession of the Property, free of parties in possession;

(iv) the Restriction Agreement signed by Seller; and

(v) such other documents that the Title Company may reasonably require of Seller.

(c) At the closing, Buyer shall deliver to Seller through Title Company:

(i) the Purchase Price in cash or immediately available funds (which will reflect a credit for the Earnest Money previously paid directly to Seller);

(ii) the Restriction Agreement signed by Buyer; and

(iii) such other documents that the Title Company may reasonably require of Seller.

5. **Taxes.** Buyer understands and acknowledges the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Buyer. Buyer shall be responsible for payment of current year taxes on the Property prorated from the date of Closing to December 31 of the year of Closing.

6. **Brokers' Commissions.** Buyer and Seller each represent that they have not been represented in whole or in part by a licensed Texas Real Estate broker or agent and that no commission or fee is to be paid at Closing to any real estate broker or agent.

7. **Closing Costs.**

(a) Seller agrees to pay and be responsible for the following closing costs:

(i) 1/2 of the Title Company's escrow fees;

(ii) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(iii) all costs and expenses incurred by or on behalf of the Seller, including Seller's attorney's fees; and

(iv) such other incidental costs and fees customarily paid by sellers of real estate in Dallas County, Texas for transactions of a similar nature to the transaction contemplated herein.

(b) Buyer hereby agrees to pay and be responsible for the following closing costs:

(i) 1/2 of the Title Company's escrow fees;

(ii) all fees and premiums for the Survey;

(iii) all costs and fees for preparing the Phase I environmental study, if not yet paid;

(iv) all fees and premiums for the Basic Owner's Title Policy, any endorsements thereto desired by Buyer, and any Mortgagee's Title Policy that may be issued concurrently with or subsequent to Closing;

(v) all costs and expenses incurred by or on behalf of the Buyer, including Buyer's attorneys' fees;

(vi) recording fees for the special warranty deed and the Restriction Agreement; and

(vii) such other incidental costs and fees customarily paid by buyers of real estate in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

With respect to the issuance of the title policies, Buyer agrees to execute such documents as required by the Title Company to allow the cost of the Owner's Title Policy and any related endorsements that is required to be issued pursuant to the Purchase and Sale Agreement between Seller and the City of Coppell regarding the Property are passed through to the sale of the Property by Buyer to Seller, it being the intent of Buyer and Seller that only one title policy be issued in favor of Buyer following the concurrent closing of this transaction and the transaction between Seller and the City of Coppell.

8. **Permitted Exceptions.** Buyer acknowledges and agrees that the Property will be conveyed by Seller subject to the Restriction Agreement (attached hereto as Exhibit "A" and incorporated herein by reference) and that the Special Warranty Deed shall contain an exception to title regarding same. In addition, the zoning, the statutory lien for current taxes, and the environmental condition shall be deemed to be Permitted Exceptions.

9. **Property Restriction:** Seller and Buyer acknowledge, understand, and agree that Seller is conveying the Property to Buyer as an independent foundation for the City of Coppell, Texas, upon the condition that the Property be developed in the manner set forth and directed in the Restriction Agreement.

10. **Representations and Covenants.** Seller represents and covenants that: (a) Seller has authority to enter into this Agreement; and (b) no other person has any interest in or claims

against the Property (other than as reflected by the title commitment), and Seller will not hereafter encumber the Property. Buyer represents that it has authority to enter into this Agreement. The only representations made by any party concerning the Property and this Agreement are as set out in this Agreement.

11. **Land Sold "AS IS."**

(a) Buyer represents that as of the Closing Date that it:

(i) will have fully inspected the Property,

(ii) will have made all investigations as Buyer deems necessary or appropriate and;

(iii) will be relying solely upon Buyer's inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Land.

(b) Buyer acknowledges and agrees that the Property and the improvements located thereon are being purchased and will be conveyed "AS IS" with all faults and defects, whether patent or latent, as of the Closing.

(c) Buyer further acknowledges and agrees there have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Land or the improvements, its condition, or any other matters whatsoever, made to or furnished to Buyer by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement.

12. **Remedies.** If Buyer defaults in the provisions of this Agreement and fails to cure such default not later than ten (10) days after written notice describing the nature of the default is delivered by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement. If Seller defaults in the provisions of this Agreement and fails to cure such default not later than ten (10) days after written notice describing the nature of the default is delivered by Buyer to Seller, Buyer's sole remedy shall be to terminate this Agreement and receive the refund of the Earnest Money.

13. **Attorney's Fees.** If either party retains an attorney to enforce this Agreement, including but not limited to any dispute relating to provisions of this Agreement that survive the Closing, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

14. **Mediation.** Subject to the consent of both parties, any dispute between Seller and Buyer related to this Agreement which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider prior to the filing of any lawsuit. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

15. **Notices.** Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given as designated above.

16. **Miscellaneous.**

(a) **Entireties.** This Agreement contains the entire agreement of the parties pertaining to the Property.

(b) **Modifications.** This Agreement may only be modified by a written document signed by both parties.

(c) **Assignment.** Buyer may not assign its rights under this Agreement to any entity without the express written consent of Seller, which shall not be unreasonably withheld. Any assignment authorized by Seller shall require an assumption of all of Buyer's rights and obligations under this Agreement, including, but not limited to, the provisions of the Restriction Agreement.

(d) **Time is of the Essence.** Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

(e) **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(f) **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 a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

(g) **Non-Business Day.** If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next business day.

(h) **Zoning.** Seller assumes no obligation to change the current zoning on the Land.

(i) **Survival of Covenants.** The provisions of Section 10, above, as well as any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing shall survive.

(j). **Severability.** The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

(k) **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

(l) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract.

(m) **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

(Signatures on Following Page)

Signed and Agreed on the dates indicated below.

SELLER:

BUYER:

**GOLD ECONOMIC DEVELOPMENT
FOUNDATION**

BIG FAMOUS DEVELOPER, LTD.

By: Really Big Developer, LLC, General Partner

By: _____
President

By: _____
President

Date: _____

Date: _____

EXHIBIT "A"
RESTRICTION AGREEMENT

STATE OF TEXAS §
 § RESTRICTION AGREEMENT
COUNTY OF DALLAS §

This Restriction Agreement ("Restriction Agreement") is made and entered into as _____, 2010, (the "Effective Date") by and between Big Famous Developer, Ltd. ("BFD"), a Texas limited partnership, and the Gold Economic Development Foundation, Inc. a Texas nonprofit corporation ("GEDF") acting by and through their authorized representatives.

WHEREAS, GEDF has, as of the Effective Date, pursuant to the Purchase and Sale Agreement conveyed to BFD the Land, as defined below; and

WHEREAS, GEDF has, as a condition of the conveyance of the Land to BFD, restricted the use of the Land and required BFD to construct the Improvements (as defined below) on the Land; and

WHEREAS, as a condition to and in consideration of the GEDF's conveyance of the Land to BFD, BFD has agreed to construct the Improvements on the Land; and

WHEREAS, BFD desires to grant GEDF an option to repurchase the Land in the event BFD fails to satisfy certain conditions as set forth in this Agreement;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article I
Definitions

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"City" shall mean the City of Gold, a Texas home rule municipality located in Dallas County, Texas.

"Commencement of Construction" shall mean: (i) the construction plans for the Improvements have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the Improvements pursuant to the respective plans have been issued by all applicable governmental authorities for the construction of the Building; (iii) the contractor shall have executed a construction contract with BFD, mobilized, and made a presence on the Land with a job shack, equipment and materials; and (iv) construction of vertical elements of the Improvements have commenced.

RESTRICTION AGREEMENT/LOT 2, BLOCK 1
BIG FAMOUS DEVELOPER ADDITION - PAGE 1

“Completion of Construction” shall mean: (i) the substantial completion of the exterior building shell, public areas and life safety requirements and supporting site improvements such as fire lanes; and (ii) a final certificate of occupancy has been issued by City for occupancy of the Improvements by BFD or its tenants.

“Force Majeure” shall mean any contingency beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, strike, government or de facto government action unless caused by the intentionally wrongful acts or omission of the party, fires, explosions or floods, strikes, slowdowns or work stoppages and rain delays and other weather related delays caused by temperatures that are too cold to permit construction activities.

“Improvements” shall mean an office building whose tenants are involved in the medical profession or other licensed professions, as well as tenants whose services are in support of such professions, to be constructed on the Land containing approximately 16,421 square feet of space and other ancillary facilities such as reasonably required parking and landscaping more fully described in submittals filed the BFD with City, from time to time in order to obtain a building permit.

“Improvement Value” shall mean the fair market value of the Improvements, or portion constructed thereof, as determined by an appraiser selected by the parties. In the event the parties cannot agree upon an appraiser, each party shall select an appraiser who in turn will select an appraiser who will determine the fair market value of the Improvements, or portion constructed thereof.

“Land” shall mean the real property located in Coppell, Dallas County, Texas, and more fully described as follows:

Lot 2, Block 1, Big Famous Developer Addition, an addition to the City of Gold, Dallas County, Texas, according to the map or plat thereof recorded as Document No. xxxxxxxxxx, Official Public Records, Dallas County, Texas

“Option Price” shall mean the amount of the Purchase Price stated in the Purchase and Sale Agreement plus the Improvement Value less all closing costs and expenses paid or incurred by GEDF pursuant to the Purchase and Sale Agreement and pursuant to the exercise of the Option.

“Property” shall mean the Land and the Improvements, or portion thereof, following construction thereof on the Land.

“Purchase Contract” shall mean that certain *Purchase and Sale Agreement* by and between GEDF and BFD, dated and effective _____, 2010 with respect to the sale of the Land by GEDF to BFD.

“Required Use” shall mean the development and use of the Land with the Improvements.

Article II

RESTRICTION AGREEMENT/LOT 2, BLOCK 1
BIG FAMOUS DEVELOPER ADDITION - PAGE 2

Option

2.1. Grant. In consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges by BFD, BFD hereby grants to GEDF an option to repurchase the developed and undeveloped portions of the Land (“the Option”)

2.2 Exercise. Subject to Section 2.3, below, the Option may be exercised by the GEDF in its sole discretion by providing written notice to BFD upon the occurrence of the following:

(i) BFD fails to cause Commencement of Construction to occur on the Land on or before the one hundred fiftieth (150th) calendar day after the Effective Date; provided Commencement of Construction has in fact not occur prior on or before the GEDF seeks to exercise the Option; or

(ii) BFD fails to cause the Completion of Construction within fifteen (15) calendar months after the Effective Date, provided Completion of Construction has in fact still not occurred on the date of the exercise of the Option by GEDF.

2.3 Force Majeure. In the event of Force Majeure, BFD shall have such additional time to cause Commencement of Construction or Completion of Construction, as the case may be, so long as BFD is diligently and faithfully pursuing the same. The termination of the Option Period shall be extended for the same number days that the performance of Company with respect to Commencement of Construction or Completion of Construction is extended by Force Majeure.

2.4 Breach and Right to Cure. In the event that the GEDF has delivered written notice of its intent to exercise the Option, BFD shall have the right to nullify the GEDF’s Option exercise by commencing a cure of the condition which gives rise to GEDF’s Option right pursuant to Section 2.2 within thirty (30) days after written receipt of the GEDF’s notice, provided that BFD shall continue to pursue the construction of the Improvements with reasonable diligence thereafter until complete, subject to Force Majeure. If BFD fails to cure the breach within the time period provided herein, including any extensions thereof, the GEDF in its sole discretion may proceed to exercise the Option.

Article III

Terms of Sale Upon Exercise of Option

3.1 Effect of Exercise of the Option. Upon any timely exercise of the Option by GEDF in accordance with the foregoing provisions, the conveyance of the portion of the Property to be conveyed to GEDF shall be in accordance with the provisions in this Article III.

3.2. Title, Survey, and Environmental Reports.

(a) Not later than the fifteenth (15th) business day after the exercise of the Option, BFD shall, at BFD’s expense, deliver to GEDF:

RESTRICTION AGREEMENT/LOT 2, BLOCK 1
BIG FAMOUS DEVELOPER ADDITION - PAGE 3

(i) a current commitment for an Owner's Policy of Title Insurance from the Title Company for the portion of the Property to be conveyed to GEDF, setting forth the state of title to the Property or portion thereof together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental studies or reports that BFD may have in its possession with respect to the Property; and,

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) Upon any exercise of the Option, GEDF shall have the right, at its sole option, to cause a boundary or "as-built" survey of the Property to be made by a certified land surveyor selected by it. Such survey shall be made at the sole cost and expense of GEDF.

(c) GEDF shall, not later than twenty (20) days after GEDF's receipt of the last of the Survey and Title Commitment, notify BFD and Title Company of any objections to the Survey or Title Commitment. If there are objections by GEDF, BFD shall in good faith attempt to satisfy them prior to Closing. If BFD delivers written notice to GEDF not later than the tenth (10th) calendar day after BFD's receipt of GEDF's objections that BFD is unable to satisfy such objections, GEDF may either waive such objections and accept title as BFD is able to convey or terminate the exercise of the Option by written notice to BFD and the Title Company.

3.3. Closing.

(a) The closing of the sale of Property identified in the notice exercising the Option shall occur not later than sixty (60) calendar days following the date of exercise of the Option unless otherwise extended by written agreement of BFD and GEDF.

(b) At the closing, BFD shall deliver to GEDF:

(i) a special warranty deed, in form and substance substantially similar to the form used to convey the Property to BFD pursuant to the Purchase Agreement, conveying good and indefeasible title to the Property described in the notice exercising the Option and/or the survey obtained by GEDF (whichever is the most accurate description) to GEDF, free and clear of any and all encumbrances except the Permitted Exceptions, save and except such oil, gas, and other minerals as may have been reserved by prior grantors;

(ii) an owner's policy of title insurance (or equivalent) in the amount of the Option Price, insuring such title to the Purchaser; and

(iii) possession of the portion of the Property described in the notice of the exercise of the Option, free of parties in possession.

(c) At Closing, GEDF shall pay in current funds the Option Price less all Closing Costs and other costs and expenses to be paid by BFD pursuant to this Article.

3.4 Taxes. Ad valorem taxes, assessments, and any other charges against the Property conveyed to GEDF pursuant to this Article III shall be prorated as of the Closing Date for the current year, such that BFD will be responsible for all such items which accrue prior to the Closing Date, and GEDF will be responsible for all such items which accrue on and after the Closing Date. Taxes and assessments for all prior years shall be paid by BFD.

3.5 Closing Costs.

(a) BFD will pay and be responsible for the following closing cost:

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(ii) all fees and premiums for Basic Owner's Title Policy, and any endorsements to the Basic Owner's Title Policy;

(iii) one-half (½) of the Title Company's escrow fees;

(iv) all recording fees;

(v) all costs and expenses incurred by or on behalf of BFD, including BFD's attorney's fees;

(vi) all costs related to obtaining any releases of liens on the portion of the Property conveyed relating to any loans secured by a deed of trust lien on said property; and

(vii) such other incidental costs and fees customarily paid by sellers of real property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) City hereby agrees to pay and be responsible for the following closing cost:

(i) all fees and premiums for the Survey;

(ii) one-half (½) of the Title Company's escrow fees;

(iii) all costs and expenses incurred by or on behalf of GEDF, including GEDF's attorneys' fees; and

(iv) such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

3.6. Permitted Exceptions. GEDF acknowledges and agrees that the real property and improvements conveyed pursuant to this Article III will be conveyed by BFD at closing subject only to such easements, conditions and restrictions as have been approved or deemed approved by BFD, including; (i) utility easements granted by subdivision plat or instrument subsequent to the purchase of the Land by BFD; and (ii) such other matters as GEDF may waive.

3.7 Conveyance As Is. GEDF acknowledges and agrees that the property and/or improvements conveyed pursuant to this Article III will be conveyed "AS IS" with all faults and defects, whether patent or latent, existing as of the Closing. Except with respect to the quality of the title being conveyed by BFD as set forth in the Special Warranty Deed, GEDF acknowledges and agrees that BFD will be making no representations, warranties, guarantees, statements or information, express or implied, pertaining to the property or improvements conveyed, their condition, or any other matters whatsoever, made to or furnished to GEDF by BFD or any employee or agent of BFD, except as specifically set forth in this Restriction Agreement.

Article IV Restrictions

4.1 Use of Property; Buildings. No lot or portion of the Property shall be owned, held leased, transferred, sold,, mortgaged or conveyed for any use other than the development of the Improvements and the Required Use. The operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Land other than the Improvements or other structures that will be used in conformance with the Required Use.

4.2 Ownership of the Property. BFD shall continuously own and occupy the Property for a period of at least five (5) years commencing on the day a final certificate of occupancy is issued for BFD's occupancy for the Improvements unless otherwise agreed in writing by GEDF.

Article V Miscellaneous

5.1 Enforcement. GEDF and any subsequent owner of all or any portion of the Property shall have the right, but not the obligation, to enforce this Restriction Agreement, as the same may be amended as herein provided. Enforcement of this Restriction Agreement and the covenants and restrictions contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within thirty (30) days after receipt of written notice thereof by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. The rights of GEDF under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof.

5.2 Duration. The Use Restrictions set forth herein shall be effective from the date this Restriction Agreement is recorded and continue for a period of five (5) years commencing on the date a final permanent certificate of occupancy is issued for BFD's occupancy for the Improvements.

5.3 Amendment. No amendment or any early termination of this Restriction Agreement shall be effective unless and until the Board of Directors of the GEDF has approved the same as evidenced by an instrument executed by the President and recorded in the Official Public Records of Dallas County, Texas. In the event BFD, or subsequent Owner of the Property desires to change, amend or alter the Use Restrictions set forth in Article 4 so that the Property may be used for other than "medical and professional office use," BFD, or subsequent owner, as the case may be, shall file a written application for such change or amendment to Article 4 with the President of the Board of Directors of the GEDF. The Board of Directors of GEDF shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application, with the failure to act constituting a denial of the request.

5.4 Notices. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If to BFD:

Big Famous Developer, Ltd.
Attn: President.

Gold, Texas 75_____

If to GEDF:

Gold Economic Development Foundation, Inc.
Attn: President

Gold, Texas 75_____

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard, Suite 1800
Dallas, Texas 75201
(214) 965-9900
(214) 965-0010 FAX
E-mail: psmith@njdhs.com

Any party may at any time and from time to time by notice in writing to the other party hereto change the name or address of the person to whom notice is to be given as hereinbefore provided.

5.5. **Successors and Assigns.** This Agreement shall bind, and inure to the benefit of, the parties and their respective successors and assigns.

5.6. **Governing Law.** This Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action 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.

5.7. **Recording.** The parties agree that GEDF may record this Agreement in Official Public Records of Dallas County, Texas.

5.8. **Covenants Run with the Property.** This Restriction Agreement and the obligations of BFD hereunder are intended to run with the Property and shall be binding upon BFD and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of the GEDF and its successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or conformation from the owner, constitute such owner's assumption of the obligations of BFD hereunder.

5.9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no statement, promise, representation or modification hereof by any person, if any, and whether oral or written, shall be binding upon any party.

5.10. **Assignment to City.** GEDF may, in its sole discretion, assign all of its right, title, and interest in this Agreement to City, including, but not limited to, GEDF's rights to the Option, without the consent of BFD, provided such assignment shall not be effective earlier than the date notice of the assignment is delivered by GEDF to BFD.

5.11. **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 a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

(Signature Page to Follow)

RESTRICTION AGREEMENT/LOT 2, BLOCK 1
BIG FAMOUS DEVELOPER ADDITION - PAGE 8

SIGNED AND AGREED this the _____ day of _____, 2010.

GOLD ECONOMIC DEVELOPMENT FOUNDATION, INC.

By: _____
President

SIGNED AND AGREED this the _____ day of _____, 2010.

BIG FAMOUS DEVELOPER, LTD.

By: Really Big Developer, LLC, General Partner

By: _____
Manager

GEDF'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me this _____ day of _____, 2010, by _____, President, Gold Economic Development Foundation, Inc., a Texas nonprofit corporation, on behalf of such corporation.

 Notary Public, State of Texas

My Commission expires:

BFD'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____, Manager of Really Big Developer, LLC, General Partner of Big Famous Developer, Ltd., a Texas limited partnership, on behalf of said limited partnership.

 Notary Public, State of Texas

My Commission expires:

RESTRICTION AGREEMENT/LOT 2, BLOCK 1
BIG FAMOUS DEVELOPER ADDITION - PAGE 10



STAFF REPORT

MEETING: City Council - 02 Apr 2024

TITLE:

Receive the Monthly Financial Report as of February 29, 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:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds. Additionally, a listing of current capital improvement projects is included with the report.

POLICY EXPLANATION:

The month of February is the fifth month of fiscal year 2023-2024. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 41.67%.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

NA

Purchase Amount

NA

After Encumber

NA

ACTION ALTERNATIVES:

No City Council action required.

ATTACHMENTS:

[February 2024 Monthly Financial Report](#)



**CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT**

Fiscal Year 2023-2024
YEAR-TO-DATE OPERATIONS

AS OF FEBRUARY 29, 2024

OCTOBER 1, 2023 - FEBRUARY 29, 2024

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

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
3/22/2024



FY 2023-2024 FINANCIAL REPORT as of February 29, 2024



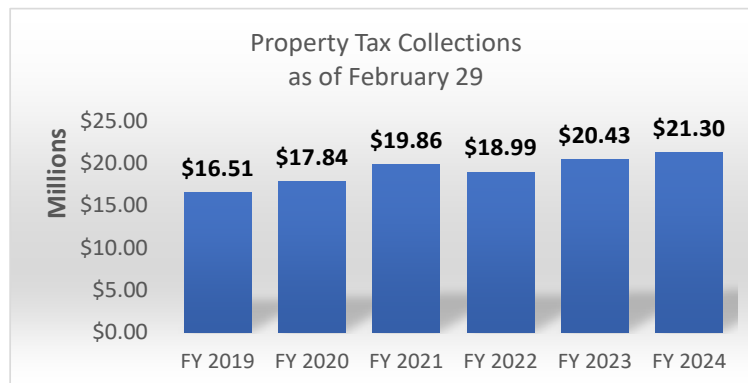
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through February 29, 2024, compared to the budgetary numbers for the fiscal year 2023-2024 and the actual numbers year-to-date for the fiscal year 2022-2023. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

February is the fifth month of the fiscal year (FY) 2023-2024. The benchmark percentage of funds received and expended is 41.7%, equating to five months out of twelve. However, revenues and expenditures can vary based on timing, accruals (backdating to previous year), and payments due at the beginning of the fiscal year. These variations are explained in further detail in this summary. Below are highlights of year-to-date revenues and expenditures through February 29, 2024. Additionally, FY 2022-23 entries continue to be reconciled as the audit process is underway. Therefore, the beginning year balances will continue to be adjusted and smoothed out as the year progresses and the audit is concluded.

The charts throughout the summary compare the revenues and expenditures year-to-date, for the same period, for each fiscal year from FY 2019 to current.

PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget.

Total Property Taxes collected in the month of February:

- Tax Year 2023: \$2,009,776
- Prior Years: \$9,378
- Penalties and Interest: \$33,372

**FY 2023-2024 FINANCIAL REPORT
as of February 29, 2024**



SALES TAX TREND

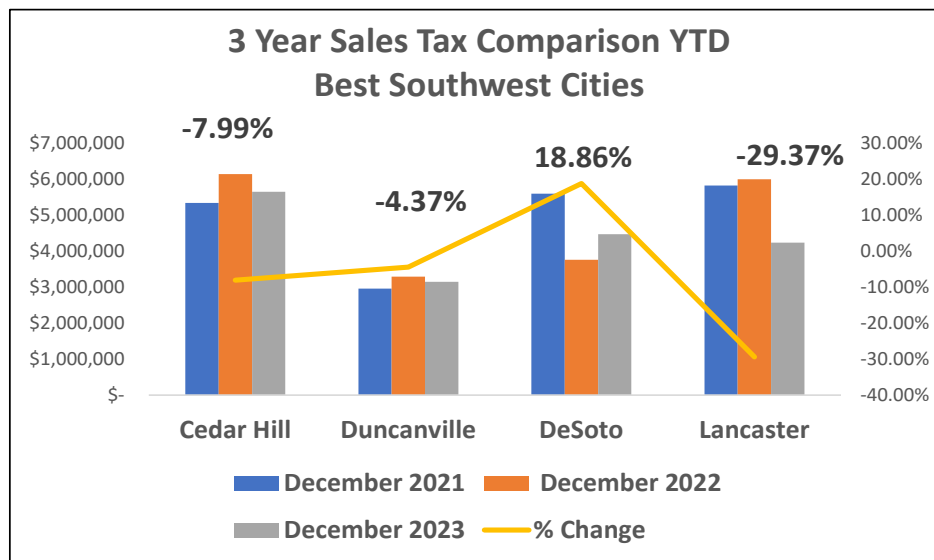
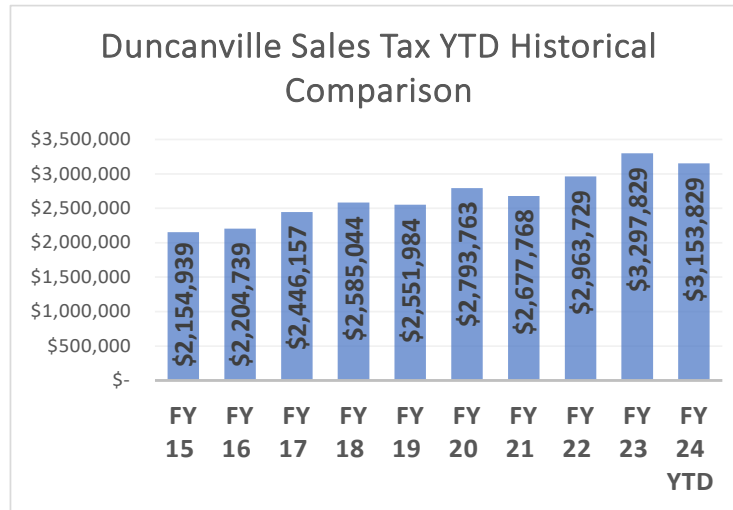
SALES TAX ALLOCATION HISTORICAL SUMMARIES								
City of Duncanville Authority Code: 2057084 2 CENT AUTHORIZATION								
TOTAL SALES TAXES COLLECTED AND RECEIVED								
.02 CENT ALLOCATION			FY	FY	FY	FY	FY	FY
COLLECTION MONTH	RECEIVED MONTH	% CHANGE PY ACCUMULATIVE	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19
OCT	DEC	2.92%	\$ 1,022,816.88	\$ 993,789.74	785,673.18	830,234.09	899,967.44	808,134.72
NOV	JAN	2.87%	\$ 998,707.18	\$ 971,344.59	970,431.17	802,203.37	799,874.76	761,307.93
DEC	FEB	-4.37%	\$ 1,132,304.74	\$ 1,332,694.48	1,207,624.54	1,045,330.25	1,093,884.42	982,541.46
JAN	MAR			\$ 931,089.88	915,721.95	798,307.67	692,647.12	751,474.37
FEB	APR			\$ 884,085.98	867,075.56	816,989.85	677,611.75	763,496.18
MAR	MAY			\$ 1,389,625.43	1,371,074.68	1,215,345.22	888,123.96	1,069,253.79
APRIL	JUN			\$ 1,007,903.02	1,053,655.75	1,073,951.31	773,096.95	846,390.05
MAY	JUL			\$ 1,023,076.19	1,055,650.56	895,092.16	809,543.87	879,867.74
JUNE	AUG			\$ 1,216,715.98	1,274,933.45	1,130,684.16	1,021,135.56	1,018,284.27
JULY	SEP			\$ 1,043,855.32	1,039,021.98	1,013,137.28	774,925.04	861,472.41
AUG	OCT			\$ 1,011,326.44	972,252.62	917,440.10	806,953.30	885,497.37
SEPT	NOV			\$ 1,228,584.78	1,244,441.19	1,169,399.73	1,036,229.49	1,023,608.43
TOTAL			3,153,828.80	13,034,091.83	12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72
Total % Change over Prior Year				2.17%	8.96%	13.96%		
Total % Change over Prior Year - YTD			-4.37%	11.90%	7.58%	-3.97%		

Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or .005 cents goes to Economic Development.

- Sales Tax collections are currently at -4.37% over the previous year's collections for the same time period.
 - The Texas State Comptroller periodically audits sales tax collections and will issue refunds to payers as determined. This month the comptroller issued \$142,638 in refunds, therefore reducing the City's allocation.
- The benchmark of receipts year to date is 25% since collections are two months behind. Total actual receipts are 23.4% of the budget.



FY 2023-2024 FINANCIAL REPORT as of February 29, 2024



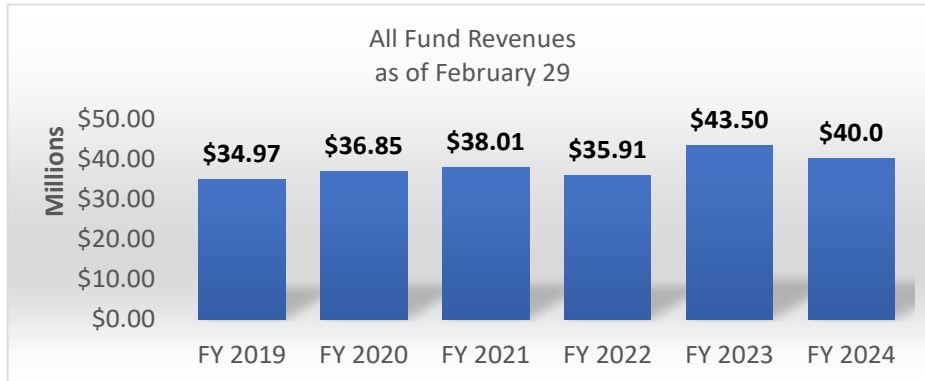
The chart above shows year-to-date sales tax reported as of December for each Best Southwest city compared to the last two years year-to-date. The purpose of this graph is to recognize the regional economic changes.



FY 2023-2024 FINANCIAL REPORT as of February 29, 2024

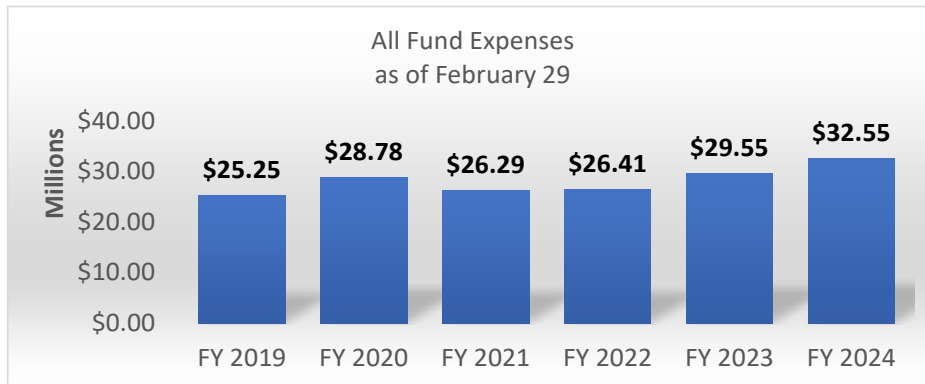


ALL FUNDS



Total revenue collected as of February 29, 2024, is \$39.97 million. This is 48.13% of the total revenue budget for all funds.

- Property Tax revenue is 91.1% of the budget.
- Interest earnings on investments city-wide are \$1,592,296 year-to-date. This is 58% greater than FY 2023, year-to-date.



Total expenditures as of February 29, 2024, are \$32.6 million. This is 30.2% of the total expenditure budget for all funds. Total payrolls year-to-date are 9.5 out of 26, 40% of the total Salary/Benefit budget.

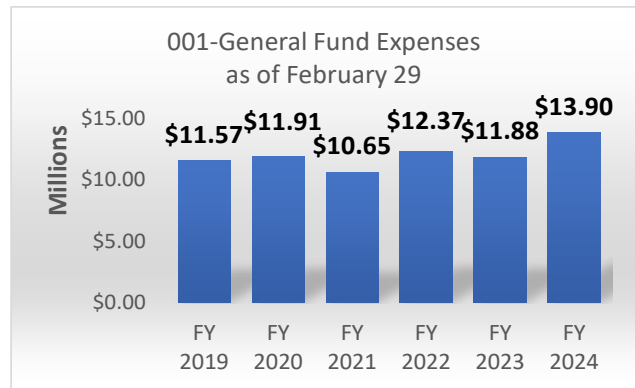
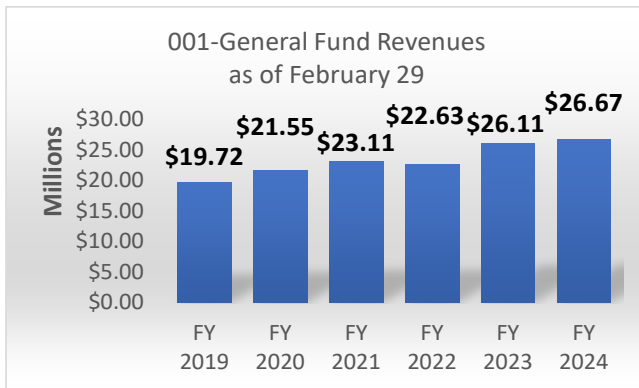


FY 2023-2024 FINANCIAL REPORT as of February 29, 2024



GENERAL FUND

The General Fund's unaudited ending fund balance for actuals is approximately \$34 million to date. This is due to ongoing adjustments to FY 2023 as the City prepares for FY 2023 audit. Additionally, revenues are higher than expenditures to date as the bulk of property tax revenue is received early in the fiscal year. The General Fund fiscal year 2024 budget is estimated to have an unaudited ending fund balance of approximately \$16.6 million.



General Fund Revenue Highlights:

- General Fund revenues and service reimbursements are currently at 67% of the budget.
- Property Tax receipts are 91% of the budget to date.
- EMS collections represent 120% of the budget.
- Received first quarter franchise receipts.
- Interest revenue received to date is \$1,008,279. This is 48% greater than FY 2023.

General Fund Expense Highlights:

- Operating expenditures are 34.2% of the budget.
- Utility expenses, such as electric utilities, are trending ahead at 53%. This is due to payments for FY 2023 were accounted for in FY 2024. Adjustments will be made to correct this. Additionally, the city phone system, Ring Central, is an annual payment and accounts for 16% of total utility expenses YTD.

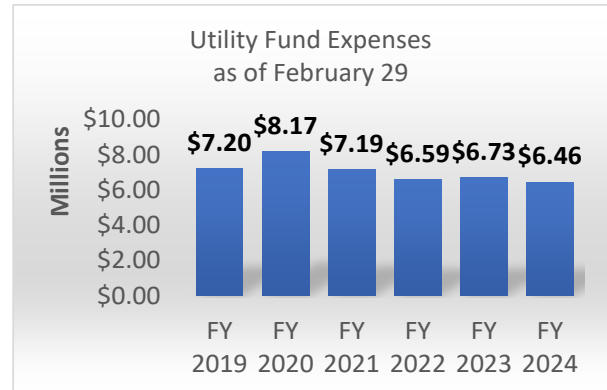
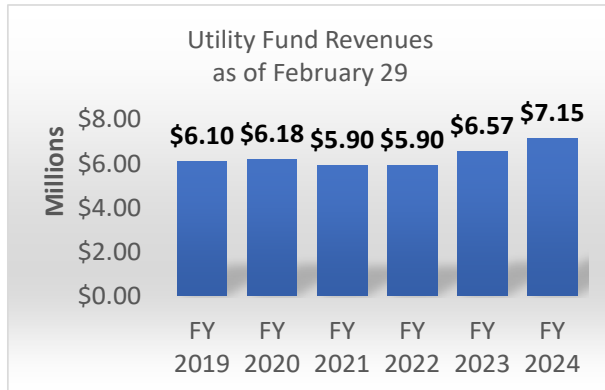


FY 2023-2024 FINANCIAL REPORT as of February 29, 2024



UTILITY FUND

The Utility Operating Fund's unaudited beginning fund balance is \$12.5 million, with an actual year-to-date unaudited fund balance of \$13.2 million. Revenues exceeded expenditures for December by \$148,535.



- Total utility revenues are 33.8 % of the budget. This is on target as revenue collection is one month behind.
- Total expenditures are 29.2% of the budget. This amount includes \$1.3 million in payments to Dallas Water Utilities (wholesale water) and \$2.7 million to Trinity River Authority (wastewater treatment) to date.



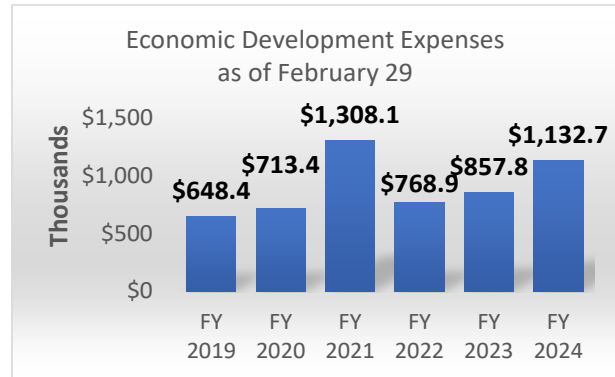
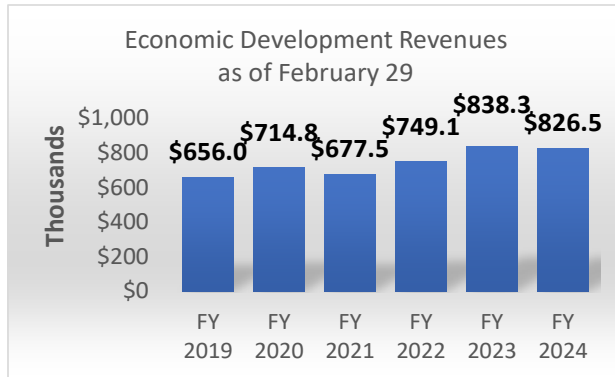
FY 2023-2024 FINANCIAL REPORT as of February 29, 2024



ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is \$6.8 million, with an actual year-to-date unaudited fund balance of \$6.5 million.

- Total revenues are 24 % of the budget. Revenue received in Economic Development is a ½ cent sales tax. Collections for December were paid in February.



- Total expenditures are 25% of the budget.
 - o Transfer to Fieldhouse for Fieldhouse debt payment - \$530,675.
 - o The “Other Financing Uses” expense category includes incentives and grants line-item accounts; \$239,090 in incentives have been paid to date. Additionally, the supplies category is 48.7% of the budget. This is due to the annual subscription of the Placer ai software.

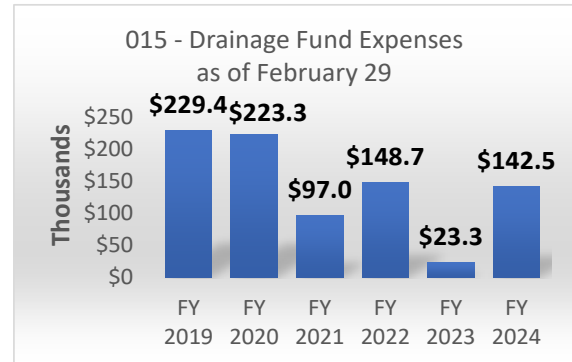
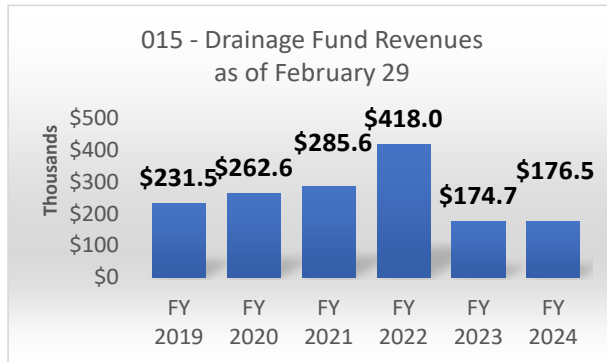


FY 2023-2024 FINANCIAL REPORT as of February 29, 2024



DRAINAGE FUND

The Drainage Fund unaudited beginning fund balance is \$2 million, with an actual year-to-date unaudited fund balance of \$2 million.



- Total revenues are 22.6 % of the budget.
- Total expenditures are 6% of the budget. This fund budgets for 3 FT street positions. However, these positions are vacant. Construction project expenses are 7.2% of the budget.

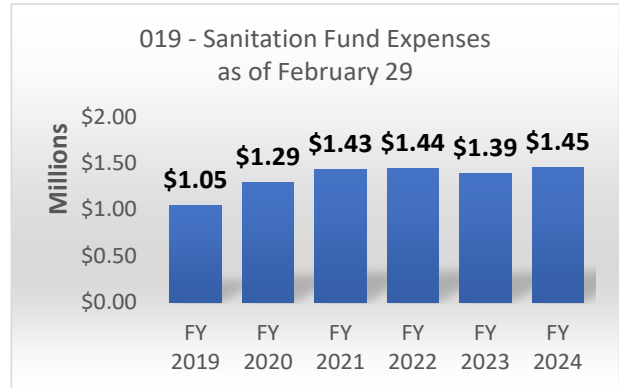
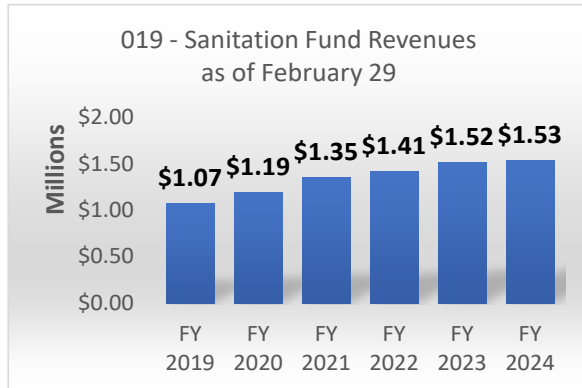


FY 2023-2024 FINANCIAL REPORT as of February 29, 2024



SANITATION FUND

The Sanitation Fund unaudited beginning fund balance is \$848,622, with an actual year-to-date unaudited fund balance of \$927,889.



- Total revenues are 32.7 % of the budget. Revenues are on target as collections are one month behind.
- Total expenditures are 31.3 % of the budget. Expenses include Garbage Collection Fees to Republic. A total of \$1.3 million has been paid to date to Republic and for Landfill.

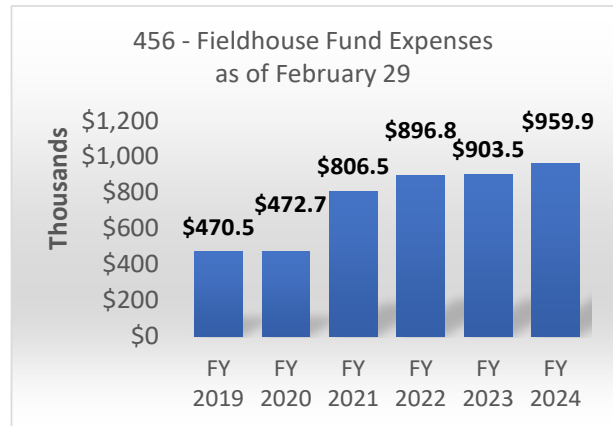
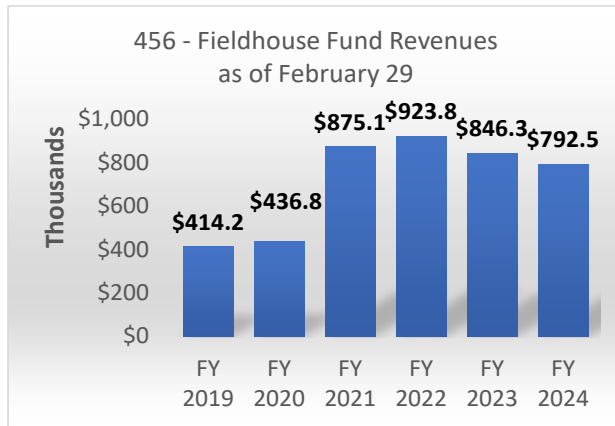


FY 2023-2024 FINANCIAL REPORT as of February 29, 2024



FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -\$1.8 million, with an actual year-to-date unaudited fund balance of -\$2 million.



- Total revenues are 37.8 % of the budget.
- Total expenditures are 47.5 % of the budget.
 - Annual debt payment paid in February. - \$530,675. Debt to be paid in full in February 2025.



**FY 2023-2024 FINANCIAL REPORT
as of February 29, 2024**



OTHER FUND HIGHLIGHTS

- **Fund 005 – Debt Service:** Annual debt service payment is due in February - \$1,159,066. Another payment, interest only, will be made in August.
- **Fund 010 – Hotel/Motel:** Total expenses year to date is 56.7%. This includes tax grants in the amount of \$422,928 paid year to date.

CAPITAL IMPROVEMENT PROJECT HIGHLIGHTS

- Fire Station 1 – Final acceptance of construction expected in March 2024. \$9.3 million spent to date including IT network, technology, furniture and fixture related expenses.
- Armstrong Park and Splashpad – estimated completion March 2024. \$2.6 million spent project to date.
- Swan Ridge Street, Utilities, and Drainage improvements – estimated completion March 2024. \$2.6 million spent project to date.
- Cherry Street/Center Street Alley and Drainage – estimated completion in Spring 2024. \$212,168 spent project to date.



**FY 2023-2024 FINANCIAL REPORT
as of February 29, 2024**



ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over \$5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.



**FY 2023-2024 FINANCIAL REPORT
as of February 29, 2024**



9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In Economic Development fund 012 – grants and development incentives are budgeted in this category.

CITY OF DUNCANVILLE Property Tax Collections Report February 01 - 29, 2024					
	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
Collections:					
Payments Received	AC003P	\$2,064,769.86	\$34,129.19	\$5,303.21	\$2,104,202.26
Adjustments to Collections:					
Refunds/Levy Corrections	AC003A	(\$17,759.54)	(\$74.56)	(\$51.24)	(\$17,885.34)
Return Check Items	AC003A	(\$1,425.39)	(\$129.14)	(\$71.27)	(\$1,625.80)
Transfers/Reversals	AC003A	(\$26,352.75)	(\$553.40)	\$41.72	(\$26,864.43)
Total Adjustments to Collections	AC003A	(\$45,537.68)	(\$757.10)	(\$80.79)	(\$46,375.57)
Maintenance & Operations	AC002A	\$1,892,695.10	\$31,275.45	\$5,222.42	\$1,929,192.97
Interest & Sinking	AC002A	\$126,537.08	\$2,096.64	\$0.00	\$128,633.72
Net Collections	AC002A	\$2,019,232.18	\$33,372.09	\$5,222.42	\$2,057,826.69
Transferred Refund from Escrow	AC002A	\$0.00			\$0.00
Rendition Penalty	AC006A	(\$78.68)			(\$78.68)
Collections Fee		\$0.00			\$0.00
Total Miscellaneous Items		(\$78.68)			(\$78.68)
M&O Net Payment to Entity		\$1,892,616.42	\$31,275.45		\$1,923,891.87
I&S Net Payment to Entity		\$126,537.08	\$2,096.64		\$128,633.72
Total Net Payment to Entity		\$2,019,153.50	\$33,372.09		\$2,052,525.59
Net Adjustment to Levy	AR006A	(\$11,724.35)			
Current Year Collection Percentage Based on Monthly Collections:				95.18%	

Total Net Payment to Entity = (Payments Received - Total Adj to Coll - Total Misc. Items)

M&O Net Payment to Entity = (Maintenance & Operations - Total Miscellaneous Items)

Detail reports will not be attached if no activity occurred for the month.

In accordance with the requirements of the Texas Property Tax Code, Chapter 31, Section 31.10 Paragraph (a), the attached tax collections report is respectfully submitted.

I, John R. Ames, CTA, Dallas County Tax Assessor/Collector, do hereby certify the attached collection totals, to the best of my knowledge.



Laura Mati
Notary Public, State of Texas

John R. Ames
John R. Ames, CTA
Dallas County Tax Assessor/Collector

JMae

Sworn and subscribed before me, this 5 day of March, 2024.

**ALL FUNDS
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	\$21,301,983	\$23,393,424	91.06%	\$2,091,441	\$20,428,214	94.30%	\$873,769	4.28%
51 - SALES & OTHER TAXES	3,431,210	14,528,864	23.62%	11,097,654	3,609,107	26.58%	(177,897)	-4.93%
52 - PERMITS & LICENSES	315,757	647,500	48.77%	331,743	273,516	47.81%	42,241	15.44%
53 - FINES & FEES	122,656	377,600	32.48%	254,944	132,072	31.14%	(9,416)	-7.13%
54 - INTERGOV REVENUES	122,178	1,604,853	7.61%	1,482,675	4,890,048	84.78%	(4,767,870)	-97.50%
55 - INTEREST	1,592,926	87,000	1830.95%	(1,505,926)	1,007,817	521.37%	585,109	58.06%
56 - FRANCHISE FEE REV	472,848	2,080,000	22.73%	1,607,152	521,205	25.38%	(48,357)	-9.28%
57 - CHARGES FOR SERVICES	10,053,642	28,832,460	34.87%	18,778,818	9,283,022	34.50%	770,620	8.30%
58 - TRANSFER FROM FUNDS	1,692,719	9,054,530	18.69%	7,361,811	2,292,613	33.56%	(599,894)	-26.17%
59 - OTHER SOURCES	861,632	2,426,961	35.50%	1,565,329	1,067,074	14.78%	(205,441)	-19.25%
Revenue Total	\$39,967,551	\$83,033,192	48.13%	\$43,065,641	\$43,504,688	51.05%	(\$3,537,138)	-8.13%
Expense								
60 - SALARY AND BENEFITS	\$12,069,251	\$30,229,473	39.93%	\$18,160,222	\$9,698,822	34.49%	\$2,370,429	24.44%
72 - SUPPLIES & MATERIALS	679,999	4,383,532	15.51%	3,703,533	902,449	17.65%	(222,450)	-24.65%
73 - CONTRACT & PROF SVCS	7,826,339	25,109,311	31.17%	17,282,972	8,107,988	34.49%	(281,649)	-3.47%
74 - MAINT & REPAIR SVCS	624,742	2,326,520	26.85%	1,701,778	410,293	22.15%	214,449	52.27%
75 - UTILITIES	612,530	1,251,864	48.93%	639,335	363,983	29.90%	248,547	68.29%
76 - CAPITAL OUTLAY	6,380,249	28,255,667	22.58%	21,875,418	5,115,951	17.41%	1,264,298	24.71%
77 - DEBT SERVICES	1,695,516	2,020,481	83.92%	324,966	1,667,041	82.38%	28,475	1.71%
78 - TRANSFER TO FUNDS	2,323,393	10,522,920	22.08%	8,199,527	2,803,470	35.10%	(480,077)	-17.12%
79 - OTHER FINANCING USES	339,301	3,804,468	8.92%	3,465,167	479,696	15.86%	(140,394)	-29.27%
Expense Total	\$32,551,318	\$107,904,236	30.17%	\$75,352,918	\$29,549,691	28.90%	\$3,001,627	10.16%
Net Income (Loss)	\$7,416,233	(\$24,871,044)			\$13,954,997			

**001 - GENERAL FUND
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	\$2,337,884	\$19,927,781	\$21,909,710	90.95%	\$19,625,233	94.33%	\$302,548	1.54%
51 - SALES & OTHER TAXES	858,730	2,399,936	10,251,648	23.41%	2,516,234	26.38%	(116,298)	-4.62%
52 - PERMITS & LICENSES	49,704	315,757	647,500	48.77%	273,516	47.81%	42,241	15.44%
53 - FINES & FEES	25,174	111,005	350,100	31.71%	119,345	30.87%	(8,340)	-6.99%
54 - INTERGOV REVENUES	12,875	36,952	347,861	10.62%	24,791	10.44%	12,161	49.05%
55 - INTEREST	209,653	1,008,279	67,700	1489.33%	682,073	1007.49%	326,206	47.83%
56 - FRANCHISE FEE REV	140,891	409,395	1,755,000	23.33%	431,024	24.79%	(21,629)	-5.02%
57 - CHARGES FOR SERVICES	328,141	1,206,661	1,147,200	105.18%	947,538	84.58%	259,123	27.35%
58 - TRANSFER FROM FUNDS	232,409	1,162,044	2,795,905	41.56%	1,206,372	41.52%	(44,328)	-3.67%
59 - OTHER SOURCES	32,261	91,385	448,250	20.39%	288,419	73.76%	(197,034)	-68.32%
Revenue Total	\$4,227,721	\$26,669,195	\$39,720,874	67.14%	\$26,114,544	69.15%	\$554,651	2.12%
Expense								
60 - SALARY AND BENEFITS	\$2,989,380	\$10,561,091	\$26,169,314	40.36%	\$8,406,321	34.81%	\$2,154,770	25.63%
72 - SUPPLIES & MATERIALS	86,011	337,455	2,139,587	15.77%	400,359	19.73%	(62,905)	-15.71%
73 - CONTRACT & PROF SVCS	244,986	1,364,824	7,770,312	17.56%	1,832,776	26.07%	(467,951)	-25.53%
74 - MAINT & REPAIR SVCS	41,923	516,450	1,745,685	29.58%	309,232	22.32%	207,218	67.01%
75 - UTILITIES	5,933	529,268	981,857	53.90%	334,813	35.16%	194,454	58.08%
76 - CAPITAL OUTLAY	21,904	42,486	268,814	15.80%	37,895	23.55%	4,591	12.11%
78 - TRANSFER TO FUNDS	71,060	494,436	1,141,418	43.32%	380,167	32.49%	114,268	30.06%
79 - OTHER FINANCING USES	8,110	53,867	481,976	11.18%	173,952	34.14%	(120,086)	-69.03%
Expense Total	\$3,469,306	\$13,899,876	\$40,698,963	34.15%	\$11,875,516	31.76%	\$2,024,360	17.05%
Net Income (Loss)	\$758,415	\$12,769,319	(\$978,089)		\$14,239,028			

	ACTUAL	BUDGET
UNAUDITED BEGINNING FUND BALANCE	\$ 22,109,382	\$ 17,431,689
ENDING FUND BALANCE	\$ 34,878,701	\$ 16,453,600
FUND BALANCE RESERVE REQUIREMENT		
% of Fund Balance to Expense Ratio		40.4%
# of Days Coverage		148
Reserve Requirement \$\$ (60 Days)		\$ 6,690,240
Reserve Requirement %		16.4%
Excess Reserves		\$ 9,763,360

**001 - GENERAL FUND
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
50 - PROPERTY TAXES								
501101 - CURRENT TAXES	\$2,295,304	\$19,767,074	\$21,619,710	91.43%	\$19,471,072	94.77%	296,002	1.52%
501102 - DELINQUENT TAXES	17,913	111,919	145,000	77.19%	136,580	109.26%	(24,662)	-18.06%
501103 - PENALTIES AND INTEREST	24,666	48,788	145,000	33.65%	17,580	13.02%	31,208	177.52%
50 - PROPERTY TAXES Total	\$2,337,884	\$19,927,781	\$21,909,710	90.95%	\$19,625,233	94.33%	\$302,548	1.54%
51 - SALES & OTHER TAXES								
501201 - STATE SALES TAX CITY PORTION	\$566,152	\$1,580,559	\$6,768,432	23.35%	\$1,663,369	26.39%	(82,810)	-4.98%
501202 - SALES TAX PROPERTY TAX RELIEF	283,076	790,280	3,384,216	23.35%	831,685	26.39%	(41,405)	-4.98%
501204 - ALCOHOLIC BEVERAGE TAX	9,501	29,097	99,000	29.39%	21,179	24.92%	7,918	37.38%
51 - SALES & OTHER TAXES Total	\$858,730	\$2,399,936	\$10,251,648	23.41%	\$2,516,234	26.38%	(\$116,298)	-4.62%
52 - PERMITS & LICENSES								
502101 - BUILDING PERMITS	\$20,992	\$149,080	\$350,000	42.59%	\$130,363	43.45%	18,718	14.36%
502102 - ELECTRICAL PERMITS	2,726	15,861	27,000	58.74%	13,875	69.38%	1,986	14.31%
502103 - SOLICITOR LICENSES	0	150	500	30.00%	150	30.00%	0	0.00%
502106 - SIGN PERMITS	1,050	9,500	18,000	52.78%	10,975	73.17%	(1,475)	-13.44%
502108 - HEALTH FOOD INSPECTION FEES	3,120	42,145	75,000	56.19%	30,387	43.41%	11,758	38.69%
502109 - PLUMBING AND AC PERMITS	8,225	29,722	60,000	49.54%	24,450	44.45%	5,272	21.56%
502111 - ZONING & SPEC USE PERMIT	1,150	4,625	12,000	38.54%	6,750	79.41%	(2,125)	-31.48%
502114 - RENTAL PROPERTY REGISTRATION	4,725	34,860	55,000	63.38%	40,280	80.56%	(5,420)	-13.46%
502120 - ALARM PERMITS	7,716	29,564	45,000	65.70%	16,286	32.57%	13,278	81.53%
502122 - POOL OR SPA INSPECTION FEE	0	250	5,000	5.00%	0	0.00%	250	0.00%
509607 - ANIMAL PERMITS	0	0	0	0.00%	0	0.00%	0	0.00%
52 - PERMITS & LICENSES Total	\$49,704	\$315,757	\$647,500	48.77%	\$273,516	47.81%	\$42,241	15.44%
53 - FINES & FEES								
502107 - WRECKER AND STORAGE FEES	\$0	\$0	\$0	0.00%	\$0	0.00%	0	0.00%
502112 - EMS SVCS COST SETTLEMENT	0	0	0	0.00%	0	0.00%	0	0.00%
502113 - SMALL CELL/ NETWORK NODE FEES	0	0	0	0.00%	0	0.00%	0	0.00%
503101 - MUNICIPAL COURT FINES	20,274	88,996	275,000	32.36%	95,769	31.92%	(6,773)	-7.07%
503102 - COURT RELATED FEES	4,354	19,291	60,000	32.15%	19,293	29.68%	(2)	-0.01%
503103 - SCHOOL CROSSING FEES	257	1,088	2,500	43.51%	870	24.87%	217	24.98%
503201 - LIBRARY FINES	290	1,481	5,000	29.61%	2,932	97.74%	(1,452)	-49.51%
503301 - FALSE ALARM FINES	0	150	7,500	2.00%	480	3.20%	(330)	-68.75%
509609 - RETURN CHECK FEES	0	0	100	0.00%	0	0.00%	0	0.00%
53 - FINES & FEES Total	\$25,174	\$111,005	\$350,100	31.71%	\$119,345	30.87%	(\$8,340)	-6.99%

**001 - GENERAL FUND
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
54 - INTERGOV REVENUES								
504102 - DISD SCHOOL CROSSING GUARDS	\$0	\$0	\$50,310	0.00%	\$0	0.00%	0	0.00%
504103 - DALLAS CNTY CROSSING GUARD REV	5,540	5,540	40,000	13.85%	15,208	38.02%	(9,668)	-63.57%
504109 - REIMB FOR REG EMERG MANAGER	7,099	7,099	147,551	4.81%	8,741	8.74%	(1,642)	-18.78%
507105 - SENIOR MEAL DONATIONS	235	1,007	0	0.00%	842	0.00%	165	19.61%
508201 - FEDERAL GRANTS	0	0	0	0.00%	0	0.00%	0	0.00%
508203 - INTERGOV REIMBURSEMENT-CDBG	0	23,306	60,000	38.84%	0	0.00%	23,306	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	0	50,000	0.00%	0	0.00%	0	0.00%
508101 - STATE GRANTS	0	0	0	0.00%	0	0.00%	0	0.00%
54 - INTERGOV REVENUES Total	\$12,875	\$36,952	\$347,861	10.62%	\$24,791	10.44%	\$12,161	49.05%
55 - INTEREST								
505101 - INTEREST ON GOVT POOL INVEST	\$128,932	\$515,738	\$1,700	30337.52%	\$363,674	21392.57%	152,064	41.81%
505103 - CERT OF DEPOSIT INTEREST	0	65,473	36,000	181.87%	35,358	98.22%	30,114	85.17%
505106 - MONEY MARKET INTEREST	80,721	427,068	30,000	1423.56%	283,041	943.47%	144,028	50.89%
55 - INTEREST Total	\$209,653	\$1,008,279	\$67,700	1489.33%	\$682,073	1007.49%	\$144,028	47.83%
56 - FRANCHISE FEE REV						0.00%		
501301 - FRANCHISE FEE ELECTRIC	\$0	\$250,337	\$1,150,000	21.77%	\$246,590	21.44%	3,748	1.52%
501302 - FRANCHISE FEE GAS	104,902	104,902	390,000	26.90%	122,381	36.86%	(17,479)	-14.28%
501303 - FRANCHISE FEE TELEPHONE	895	19,062	75,000	25.42%	20,449	24.94%	(1,387)	-6.78%
501304 - FRANCHISE FEE CABLE TV	35,094	35,094	140,000	25.07%	41,604	23.77%	(6,511)	-15.65%
501306 - FRANCHISE VIDEO SERV	0	0	0	0.00%	0	0.00%	0	0.00%
56 - FRANCHISE FEE REV Total	\$140,891	\$409,395	\$1,755,000	23.33%	\$431,024	24.79%	(\$21,629)	-5.02%
57 - CHARGES FOR SERVICES								
502105 - EMERGENCY MEDICAL SERVICE	\$297,316	\$1,077,704	\$900,000	119.74%	\$804,495	94.65%	273,208	33.96%
507102 - RECREATION FEES	19,200	98,925	200,000	49.46%	81,224	35.31%	17,701	21.79%
507104 - SENIOR CENTER ANNUAL USER FEE	495	2,310	2,200	105.00%	1,683	42.06%	628	37.30%
507106 - RECREATION CENTER CAMPS	0	0	0	0.00%	0	0.00%	0	0.00%
507107 - RECREATION CENTER CLASSES	1,978	8,703	16,000	54.39%	10,576	72.94%	(1,873)	-17.71%
507108 - SPECIAL EVENTS	7,265	9,250	16,000	57.81%	35,670	297.25%	(26,420)	-74.07%
507109 - SENIOR CLASS/TRIPS	564	2,416	3,000	80.53%	2,170	120.56%	246	11.34%
509603 - LIBRARY SERVICE FEES	1,323	7,354	10,000	73.54%	9,953	124.41%	(2,599)	-26.11%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%	1,768	0.00%	(1,768)	-100.00%
57 - CHARGES FOR SERVICES Total	\$328,141	\$1,206,661	\$1,147,200	105.18%	\$947,538	84.58%	\$259,123	27.35%

**001 - GENERAL FUND
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
58 - TRANSFER FROM FUNDS								
598002 - PILOT FEE TZ-CITY WWW UTILITY	\$128,507	\$642,534	\$1,542,082	41.67%	\$718,600	41.67%	(76,066)	-10.59%
599002 - TRANS FROM UTILITY FUND-002	88,783	443,914	1,065,393	41.67%	443,914	41.67%	0	0.00%
599005 - TRANS FROM DEBT FUND-005	0	0	0	0.00%	0	0.00%	0	0.00%
599010 - TRANS FROM HOTEL FUND-010	2,968	14,840	35,616	41.67%	13,028	41.67%	1,812	13.91%
599012 - TRANS FROM EDC FUND-012	12,151	60,756	145,814	41.67%	30,830	41.67%	29,926	97.07%
599230 - TRANS FROM JUVENILE FUND-230	0	0	7,000	0.00%	0	0.00%	0	0.00%
58 - TRANSFER FROM FUNDS Total	\$232,409	\$1,162,044	\$2,795,905	41.56%	\$1,206,372	41.52%	(\$44,328)	-3.67%
59 - OTHER SOURCES								
509101 - SALE OF FIXED ASSETS	\$0	\$0	\$0	0.00%	\$34,248	0.00%	(34,248)	-100.00%
509105 - SALE OF MATERIALS	108	108	3,750	2.88%	450	18.00%	(558)	-76.00%
509601 - MISCELLANEOUS REVENUE	12,337	22,598	100,000	22.60%	68,304	68.30%	(90,902)	-66.91%
509602 - CASH OVER AND SHORT	116	638	0	0.00%	616	0.00%	(1,254)	3.70%
509604 - POLICE ACCIDENT REPORTS	361	2,632	3,500	75.20%	1,270	36.27%	(3,901)	107.31%
509612 - CITY SERVICES REIMBURSEMENT	850	1,956	58,000	3.37%	3,461	5.97%	(5,417)	-43.47%
509613 - WORKERS COMP REIMBURSEMENT	0	3,216	45,000	7.15%	0	0.00%	(3,216)	0.00%
509614 - RENTAL OF TOWER	13,523	53,765	225,000	23.90%	53,594	27.63%	(107,359)	0.32%
509617 - LEASE INCOME-EON	0	0	0	0.00%	120,000	0.00%	(120,000)	-100.00%
509618 - GAS WELL OIL REVENUE	5,000	6,471	13,000	49.78%	3,710	46.38%	(10,182)	74.43%
509623 - CLAIM REIMBURSEMENTS	0	0	0	0.00%	1,305	0.00%	(1,305)	-100.00%
59 - OTHER SOURCES Total	\$32,261	\$91,385	\$448,250	20.39%	\$288,419	73.76%	(\$379,804)	-68.32%
Grand Total	\$4,227,721	\$26,669,195	\$39,720,874	67.14%	\$26,114,544	69.15%	\$554,651	2.12%

**001 - GENERAL FUND
AS OF FEBRUARY 29, 2024**

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.								
01011000 - MAYOR AND COUNCIL	(\$4,465)	\$37,989	\$117,582	32.31%	\$61,872	43.32%	(23,883)	-38.60%
01011020 - MAYOR	0	83	8,500	0.97%	7,702	90.61%	(7,619)	-98.93%
01011021 - DISTRICT 1	0	45	7,000	0.64%	1,111	15.87%	(1,066)	-95.95%
01011022 - DISTRICT 2	0	42	7,000	0.61%	1,328	18.97%	(1,286)	-96.81%
01011023 - DISTRICT 3	0	0	7,000	0.00%	2,527	36.11%	(2,527)	-100.00%
01011024 - DISTRICT 4	0	1,321	7,000	18.86%	4,339	61.98%	(3,018)	-69.57%
01011025 - DISTRICT 5	0	157	7,000	2.24%	1,349	19.27%	(1,192)	-88.36%
01011026 - DISTRICT AT LARGE	0	193	7,000	2.76%	1,613	23.05%	(1,420)	-88.04%
01011100 - CITY ADMINISTRATION	81,649	268,232	681,007	39.39%	281,942	32.11%	(13,710)	-4.86%
01011200 - CITY SECRETARY	28,078	111,012	379,408	29.26%	144,745	37.81%	(33,733)	-23.30%
01011300 - HUMAN RESOURCES	43,623	175,040	495,086	35.36%	197,624	40.89%	(22,584)	-11.43%
01011400 - INFO TECHNOLOGY	65,339	606,224	1,563,915	38.76%	403,761	35.96%	202,463	50.14%
01011500 - PUBLIC INFORMATION OFFICE	41,571	197,025	497,264	39.62%	85,131	32.08%	111,894	131.44%
01011600 - PUBLIC LIBRARY	123,379	417,150	1,123,899	37.12%	377,581	35.72%	39,569	10.48%
01011700 - CITY MARSHAL	12,926	43,384	120,107	36.12%	33,445	33.46%	9,939	29.72%
0101 - GENERAL GOV. SERVICES DEPT. Total	\$392,099	\$1,857,898	\$5,028,768	36.95%	\$1,606,071	35.83%	\$251,827	15.68%
0102 - FISCAL SERVICES DEPT.								
01022000 - ACCOUNTING & REPORTING	\$84,065	\$386,333	\$1,070,471	36.09%	\$311,743	39.85%	74,590	23.93%
01022300 - MUNICIPAL COURT	46,871	165,922	538,945	30.79%	150,755	30.50%	15,167	10.06%
01022500 - PROCUREMENT OFFICE	26,189	91,184	246,330	37.02%	78,578	35.38%	12,606	16.04%
0102 - FISCAL SERVICES DEPT. Total	\$157,125	\$643,440	\$1,855,746	34.67%	\$541,076	36.11%	\$102,364	18.92%
0103 - NEIGHBORHOOD & PLANNING DEPT.								
01036100 - BUILDING INSPECTION	\$62,655	\$227,553	\$641,013	35.50%	\$131,123	26.02%	96,430	73.54%
01036401 - PLANNING SERVICES-CURRENT	23,253	78,309	221,580	35.34%	0	0.00%	78,309	0.00%
01036500 - NEIGHBORHOOD SERVICES	46,899	209,635	525,029	39.93%	198,556	35.80%	11,079	5.58%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	9,179	33,648	84,388	39.87%	3,673	4.77%	29,975	816.09%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	\$141,986	\$549,145	\$1,472,010	37.31%	\$333,353	29.36%	\$215,792	64.73%
0104 - PARK AND RECREATION DEPT.								
01044000 - PARK & REC ADMINISTRATION	\$31,239	\$112,926	\$290,023	38.94%	\$100,579	37.20%	12,347	12.28%
01044100 - REC PROGRAM ADMIN	45,606	160,874	487,898	32.97%	151,323	33.17%	9,551	6.31%
01044101 - RECREATIONAL PROGRAMS	0	0	0	0.00%	0	0.00%	0	0.00%
01044200 - SPECIAL EVENTS ADMIN	16,912	89,328	331,833	26.92%	56,186	21.54%	33,142	58.99%
01044300 - ATHLETIC PROGRAMMING	42,413	190,094	453,123	41.95%	187,438	44.69%	2,656	1.42%
01044500 - HORTICULTURE	20,072	69,867	193,996	36.01%	38,065	20.95%	31,803	83.55%
01044600 - PARK GROUNDS MAINTENANCE	127,337	540,459	1,744,209	30.99%	224,987	15.19%	315,472	140.22%
01044900 - SENIOR CENTER	28,268	104,986	238,739	43.98%	77,503	34.92%	27,482	35.46%
01044901 - SENIOR CENTER CLASSES	0	0	0	0.00%	0	0.00%	0	0.00%
01044911 - SENIOR CENTER TRIPS	0	0	0	0.00%	0	0.00%	0	0.00%
0104 - PARK AND RECREATION DEPT. Total	\$311,848	\$1,268,534	\$3,739,820	33.92%	\$836,081	25.40%	\$432,453	51.72%

**001 - GENERAL FUND
AS OF FEBRUARY 29, 2024**

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$	YTD Variance %
0105 - POLICE SERVICES DEPT.								
01055000 - POLICE ADMINISTRATION	\$85,596	\$301,054	\$2,507,292	12.01%	\$658,552	29.23%	(357,498)	-54.29%
01055100 - PATROL	640,244	2,273,619	5,693,004	39.94%	1,819,536	35.46%	454,083	24.96%
01055200 - CRIMINAL INVESTIGATION	159,420	580,854	1,642,102	35.37%	590,890	37.42%	(10,036)	-1.70%
01055300 - ANIMAL CONTROL	44,334	170,774	577,993	29.55%	186,290	34.53%	(15,517)	-8.33%
01055400 - SCHOOL GUARDS	15,868	44,691	100,620	44.42%	44,244	50.14%	447	1.01%
01055500 - CRIME PREVENTION	17,539	64,224	168,083	38.21%	59,771	38.65%	4,453	7.45%
01055600 - SWAT ORG	3,197	14,488	146,049	9.92%	31,326	30.05%	(16,838)	-53.75%
01055700 - RECORDS	40,696	149,830	378,642	39.57%	124,624	34.95%	25,206	20.23%
01055900 - POLICE SPECIAL SERVICES	36,567	112,445	415,254	27.08%	120,921	29.49%	(8,476)	-7.01%
0105 - POLICE SERVICES DEPT. Total	\$1,043,462	\$3,711,979	\$11,629,039	31.92%	\$3,636,154	34.25%	\$75,826	2.09%
0106 - PUBLIC WORKS DEPT.								
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	\$67,353	\$205,311	\$621,263	33.05%	\$169,560	27.31%	35,751	21.08%
01066200 - STREET MAINTENANCE	104,118	662,102	3,452,237	19.18%	648,607	18.34%	13,495	2.08%
01066300 - TRAFFIC OPERATIONS	59,793	186,474	1,110,552	16.79%	282,102	26.23%	(95,628)	-33.90%
01066700 - EQUIPMENT SERVICES	101,063	362,837	1,340,941	27.06%	515,727	41.27%	(152,890)	-29.65%
01066800 - BUILDING MAINTENANCE	101,030	384,258	979,330	39.24%	238,482	26.44%	145,776	61.13%
0106 - PUBLIC WORKS DEPT. Total	\$433,356	\$1,800,983	\$7,504,322	24.00%	\$1,854,478	25.11%	(\$53,495)	-2.88%
0107 - FIRE SERVICES DEPT.								
01077000 - FIRE ADMINISTRATION	\$67,303	\$233,245	\$673,422	34.64%	\$228,693	31.96%	4,553	1.99%
01077100 - FIRE PREVENTION	39,816	140,048	355,291	39.42%	126,759	41.98%	13,290	10.48%
01077200 - FIRE SUPPRESSION	680,666	2,290,554	5,132,258	44.63%	1,777,709	39.11%	512,845	28.85%
01077300 - ADVANCED LIFE SUPPORT	177,545	624,584	1,808,383	34.54%	612,817	33.47%	11,767	1.92%
01077500 - EMERGENCY MANAGEMENT ADMIN	20,249	62,502	197,229	31.69%	49,176	35.29%	13,325	27.10%
0107 - FIRE SERVICES DEPT. Total	\$985,580	\$3,350,933	\$8,166,583	41.03%	\$2,795,153	37.11%	\$555,780	19.88%
0108 - NON-DEPARTMENTAL								
01088000 - GENERAL NON DEPARTMENTAL	\$3,783	\$716,964	\$1,152,883	62.19%	\$211,490	16.71%	505,474	239.01%
0108 - NON-DEPARTMENTAL Total	\$3,783	\$716,964	\$1,152,883	62.19%	\$211,490	16.71%	\$505,474	239.01%
0109 - USE OF FUND BALANCE								
01099000 - USE OF FUND BALANCE	\$0	\$0	\$149,791	0.00%	\$0	0.00%	0	0.00%
0109 - USE OF FUND BALANCE Total	\$0	\$0	\$149,791	0.00%	\$0	0.00%	\$0	0.00%
Grand Total	\$3,469,239	\$13,899,876	\$40,698,963	34.15%	\$11,813,855	31.75%	\$2,086,021	17.66%

**002 - WATER/SEWER UTILITY FUND
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue								
53 - FINES & FEES	\$280	\$2,555	\$4,000	63.88%	\$2,800	69.99%	(\$245)	-8.74%
54 - INTERGOV REVENUES	0	0	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	9,300	172,848	17,100	1010.81%	57,637	337.06%	115,211	199.89%
57 - CHARGES FOR SERVICES	1,585,867	6,941,535	21,061,642	32.96%	6,457,107	33.75%	484,427	7.50%
59 - OTHER SOURCES	484	32,370	70,777	45.73%	52,695	74.45%	(20,325)	-38.57%
Revenue Total	\$1,595,931	\$7,149,307	\$21,154,119	33.80%	\$6,570,239	34.17%	\$579,068	8.81%
Expense								
60 - SALARY AND BENEFITS	\$259,799	\$881,200	\$2,326,735	37.87%	\$705,144	31.27%	\$176,056	24.97%
72 - SUPPLIES & MATERIALS	13,152	69,938	705,528	9.91%	151,911	22.04%	(81,972)	-53.96%
73 - CONTRACT & PROF SVCS	519,231	4,166,561	10,166,222	40.98%	4,119,351	42.12%	47,210	1.15%
74 - MAINT & REPAIR SVCS	14,296	94,558	391,900	24.13%	89,941	26.96%	4,617	5.13%
75 - UTILITIES	2,346	35,310	124,220	28.43%	8,364	6.82%	26,946	322.17%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	241,916	1,209,582	8,422,998	14.36%	1,648,147	27.47%	(438,565)	-26.61%
79 - OTHER FINANCING USES	0	0	14,450	0.00%	3,445	17.27%	(3,445)	-100.00%
Expense Total	\$1,050,741	\$6,457,150	\$22,152,053	29.15%	\$6,726,303	35.02%	(\$269,154)	-4.00%
Net Income (Loss)	\$545,190	\$692,157	\$997,934		(\$156,064)			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	\$ 12,516,845	\$ 10,760,534
ENDING FUND BALANCE	\$ 13,209,003	\$ 9,762,600
FUND BALANCE RESERVE REQUIREMENT		
% of Fund Balance to Expense Ratio		44.1%
# of Days Coverage		161
Reserve Requirement \$\$ (60 Days)		\$ 3,641,433
Reserve Requirement %		16.4%
Excess Reserves		\$ 6,121,166

**UTILITY CIP FUNDS
AS OF FEBRUARY 29, 2024**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$5,149,340	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$906,347	\$7,817,577	11.59%	\$2,152,789	34.89%	(\$1,246,441)	-57.90%
Net Income (Loss)	\$906,347	\$2,668,237		(\$2,152,789)			

UNAUDITED BEGINNING FUND BALANCE	\$ 2,893,768
ENDING FUND BALANCE	\$ 1,987,421

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$500,000	0.00%	\$416,667	41.67%	(\$416,667)	-100.00%
Expense	\$0	\$0	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$0	\$500,000		\$416,667			

UNAUDITED BEGINNING FUND BALANCE	\$ 1,000,000
ENDING FUND BALANCE	\$ 1,000,000

**010 - HOTEL TAX FUND
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue								
51 - SALES & OTHER TAXES	\$42,422	\$240,995	\$893,000	26.99%	\$261,189	29.31%	(20,194)	7.73%
55 - INTEREST	0	0	500	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$42,422	\$240,995	\$893,500	26.97%	\$261,189	29.30%	(\$20,194)	7.73%
Expense								
60 - SALARY AND BENEFITS	\$10,822	\$37,722	\$93,654	40.28%	\$6,545	7.78%	31,178	476.39%
72 - SUPPLIES & MATERIALS	0	0	5,150	0.00%	909	17.65%	(909)	-100.00%
73 - CONTRACT & PROF SVCS	1,700	422,928	700,264	60.40%	198,318	28.18%	224,611	-113.26%
78 - TRANSFER TO FUNDS	2,968	14,840	35,616	41.67%	13,028	41.67%	1,812	13.91%
79 - OTHER FINANCING USES	0	0	3,795	0.00%	0	0.00%	0	0.00%
Expense Total	\$15,490	\$475,490	\$838,479	56.71%	\$218,800	26.42%	\$256,691	117.32%
Net Income (Loss)	\$26,932	(\$234,496)	\$55,021		(\$42,389)			

UNAUDITED BEGINNING FUND BALANCE	\$ 3,969,486
ENDING FUND BALANCE	\$ 3,734,990

**012 - ECONOMIC DEVELOPMENT
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue								
51 - SALES & OTHER TAXES	\$283,076	\$790,280	\$3,384,216	23.35%	\$831,685	26.39%	(41,405)	100.00%
55 - INTEREST	5,079	36,263	0	0.00%	6,599	0.00%	29,664	449.56%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$288,155	\$826,543	\$3,384,216	24.42%	\$838,283	26.60%	(\$11,741)	-1.40%
Expense								
60 - SALARY AND BENEFITS	\$73,949	\$218,867	\$562,735	38.89%	\$144,558	31.80%	74,309	51.40%
72 - SUPPLIES & MATERIALS	1,589	39,758	81,609	48.72%	41,613	56.44%	(1,855)	-4.46%
73 - CONTRACT & PROF SVCS	6,666	20,407	550,201	3.71%	14,748	4.90%	5,659	38.37%
74 - MAINT & REPAIR SVCS	3,000	9,921	85,600	11.59%	1,397	2.07%	8,524	610.16%
75 - UTILITIES	413	6,834	23,200	29.46%	1,873	8.88%	4,961	264.86%
76 - CAPITAL OUTLAY	0	0	100,000	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	543,647	595,533	694,283	85.78%	550,821	89.89%	44,712	8.12%
79 - OTHER FINANCING USES	61,576	241,400	2,388,770	10.11%	102,769	4.56%	138,631	134.90%
Expense Total	\$690,839	\$1,132,720	\$4,486,398	25.25%	\$857,779	22.66%	\$274,941	32.05%
Net Income (Loss)	(\$402,684)	(\$306,177)	(\$1,102,182)		(\$19,496)			

UNAUDITED BEGINNING FUND BALANCE	\$ 6,842,493
ENDING FUND BALANCE	\$ 6,536,316

**015 - DRAINAGE FUND
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue								
55 - INTEREST	\$0	\$0	\$200	0.00%	\$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	40,335	176,461	780,000	22.62%	174,656	22.39%	1,805	1.03%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$40,335	\$176,461	\$780,200	22.62%	\$174,656	22.39%	\$1,805	1.03%
Expense								
60 - SALARY AND BENEFITS	\$0	\$1,726	\$116,942	1.48%	\$2,099	1.57%	(374)	-17.79%
72 - SUPPLIES & MATERIALS	262	2,494	20,415	12.21%	3,785	19.40%	(1,292)	-34.13%
73 - CONTRACT & PROF SVCS	40	301	418,653	0.07%	17,369	12.53%	(17,068)	-98.27%
74 - MAINT & REPAIR SVCS	0	0	8,000	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	18	87	168	51.99%	14	8.33%	73	523.86%
76 - CAPITAL OUTLAY	0	137,912	1,918,985	7.19%	0	0.00%	137,912	0.00%
78 - TRANSFER TO FUNDS	0	0	0	0.00%	0	0.00%	0	0.00%
79 - OTHER FINANCING USES	0	0	6,760	0.00%	0	0.00%	0	0.00%
Expense Total	\$320	\$142,520	\$2,489,923	5.72%	\$23,268	1.34%	\$119,251	512.51%
Net Income (Loss)	\$40,014	\$33,942	(\$1,709,723)		\$151,388			

UNAUDITED BEGINNING FUND BALANCE	\$ 2,006,058
ENDING FUND BALANCE	\$ 2,040,000

**019 - SANITATION FUND
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue								
55 - INTEREST	\$0	\$0	\$500	0.00%	\$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	26,013	52,769	230,000	22.94%	77,878	35.40%	(25,110)	-32.24%
57 - CHARGES FOR SERVICES	340,232	1,480,376	4,456,118	33.22%	1,440,462	31.97%	39,914	2.77%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$366,245	\$1,533,144	\$4,686,618	32.71%	\$1,518,340	32.12%	\$14,804	0.98%
Expense						0.00%		0.00%
60 - SALARY AND BENEFITS	\$33,607	\$126,946	\$312,081	40.68%	\$102,385	36.06%	24,561	23.99%
72 - SUPPLIES & MATERIALS	449	8,022	17,573	45.65%	3,324	20.72%	4,698	141.34%
73 - CONTRACT & PROF SVCS	318,653	1,311,048	4,091,957	32.04%	1,272,138	30.07%	38,911	3.06%
74 - MAINT & REPAIR SVCS	0	0	10,000	0.00%	3,028	50.47%	(3,028)	-100.00%
75 - UTILITIES	30	152	356	42.70%	130	36.65%	22	16.49%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	1,475	7,377	217,705	3.39%	4,426	2.76%	2,951	66.67%
79 - OTHER FINANCING USES	0	333	1,200	27.72%	367	25.34%	(35)	-9.48%
Expense Total	\$354,214	\$1,453,878	\$4,650,872	31.26%	\$1,385,799	29.49%	\$68,079	4.91%
Net Income (Loss)	\$12,031	\$79,266	\$35,746		\$132,541			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	\$ 848,622	\$ 635,552
ENDING FUND BALANCE	\$ 927,889	\$ 671,297
FUND BALANCE RESERVE REQUIREMENT		
% of Fund Balance to Expense Ratio		14.4%
# of Days Coverage		53
Reserve Requirement \$\$ (60 Days)		\$ 764,527
Reserve Requirement %		16.4%
Excess Reserves		\$ (93,230)

**456 - FIELDHOUSE
AS OF FEBRUARY 29, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue								
53 - FINES & FEES	\$55	\$0	\$0	0.00%	\$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	53,934	248,609	1,387,500	17.92%	263,259	19.28%	(14,650)	-5.56%
58 - TRANSFER FROM FUNDS	530,675	530,675	538,625	98.52%	518,100	97.06%	12,575	2.43%
59 - OTHER SOURCES	3,291	13,200	170,500	7.74%	64,923	48.91%	(51,723)	-79.67%
Revenue Total	\$587,955	\$792,484	\$2,096,625	37.80%	\$846,281	41.65%	(\$53,798)	-6.36%
Expense								
60 - SALARY AND BENEFITS	\$73,042	\$226,817	\$573,012	39.58%	\$185,867	33.08%	40,950	22.03%
72 - SUPPLIES & MATERIALS	18,034	65,741	292,354	22.49%	86,396	32.04%	(20,655)	-23.91%
73 - CONTRACT & PROF SVCS	21,726	84,416	445,774	18.94%	86,555	20.92%	(2,139)	-2.47%
74 - MAINT & REPAIR SVCS	0	3,812	44,754	8.52%	6,694	12.95%	(2,882)	-43.05%
75 - UTILITIES	1,284	40,879	118,564	34.48%	18,788	16.01%	22,091	117.58%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	530,675	536,450	539,125	99.50%	518,100	96.13%	18,350	3.54%
78 - TRANSFER TO FUNDS	325	1,625	3,900	41.67%	975	25.00%	650	66.67%
79 - OTHER FINANCING USES	57	162	2,450	6.63%	122	4.87%	41	33.36%
Expense Total	\$645,143	\$959,903	\$2,019,933	47.52%	\$903,497	46.11%	\$41	6.24%
Net Income (Loss)	(\$57,188)	(\$167,419)	\$76,692		(\$57,215)			

UNAUDITED BEGINNING FUND BALANCE	\$ (1,840,206)
ENDING FUND BALANCE	\$ (2,007,626)

**SPECIAL REVENUE FUNDS
AS OF FEBRUARY 29, 2024**

008 - COMPREHENSIVE SELF INSURANCE	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$233,141	\$560,525	41.59%	\$195,020	41.66%	\$38,121	19.55%
Expense	\$445,744	\$585,000	76.20%	\$506,737	71.25%	(\$60,992)	-12.04%
Net Income (Loss)	(\$212,603)	(\$24,475)		(\$311,716)			

UNAUDITED BEGINNING FUND BALANCE \$ 584,909

ENDING FUND BALANCE \$ 372,306

013 - GRANTS AND DONATIONS	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$221,685	\$413,865	53.56%	\$44,402	22.20%	\$177,283	399.27%
Expense	\$196,655	\$493,294	39.87%	\$7,751	3.52%	\$188,904	2437.10%
Net Income (Loss)	\$25,030	(\$79,429)		\$36,651			

UNAUDITED BEGINNING FUND BALANCE \$ 205,715

ENDING FUND BALANCE \$ 230,745

033 - TAX INCREMENT FINANCING FUND	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$139,137	\$96,958	143.50%	\$0	0.00%	\$139,137	0.00%
Expense	\$0	\$82,250	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$139,137	\$14,708		(\$0)			

UNAUDITED BEGINNING FUND BALANCE \$ 509,934

ENDING FUND BALANCE \$ 649,071

**SPECIAL REVENUE FUNDS
AS OF FEBRUARY 29, 2024**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
041 - ONE TIME PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$0	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$298,923	\$1,001,826	29.84%	\$652,139	34.12%	(\$353,216)	-54.16%
Net Income (Loss)	(\$298,923)	(\$1,001,826)		(\$652,139)			

UNAUDITED BEGINNING FUND BALANCE \$ 1,067,253

ENDING FUND BALANCE \$ 768,330

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
050 - ASSET FORFEITURE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$49,710	\$36,800	135.08%	\$162,009	0.00%	(\$112,299)	-69.32%
Expense	\$43,539	\$820,036	5.31%	\$254,944	167.43%	(\$211,405)	-82.92%
Net Income (Loss)	\$6,171	(\$783,236)		(\$92,935)			

UNAUDITED BEGINNING FUND BALANCE \$ 862,581

ENDING FUND BALANCE \$ 868,752

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
215 - PEG FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$10,685	\$95,000	11.25%	\$12,304	0.00%	(\$1,619)	-13.16%
Expense	\$0	\$20,000	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$10,685	\$75,000		\$12,304			

UNAUDITED BEGINNING FUND BALANCE \$ 45,403

ENDING FUND BALANCE \$ 56,088

**SPECIAL REVENUE FUNDS
AS OF FEBRUARY 29, 2024**

225 - COURT SECURITY FUND	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$3,097	\$8,000	38.71%	\$3,315	0.00%	(\$219)	-6.59%
Expense	\$0	\$1,196	0.00%	\$220	#DIV/0!	(\$220)	-100.00%
Net Income (Loss)	\$3,097	\$6,804		\$3,095			
UNAUDITED BEGINNING FUND BALANCE	\$	63,723					
ENDING FUND BALANCE	\$	66,820					

230 - JUVENILE CASE MGR	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$3,357	\$8,000	41.96%	\$3,657	0.00%	(\$300)	-8.21%
Expense	\$0	\$8,000	0.00%	\$522	4.76%	(\$522)	-100.00%
Net Income (Loss)	\$3,357	(\$0)		\$3,135			
UNAUDITED BEGINNING FUND BALANCE	\$	(334)					
ENDING FUND BALANCE	\$	3,023					

235 - COURT TECHNOLOGY	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$2,642	\$7,500	35.23%	\$2,855	0.00%	(\$213)	-7.46%
Expense	\$0	\$250	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$2,642	\$7,250		\$2,855			
UNAUDITED BEGINNING FUND BALANCE	\$	49,533					
ENDING FUND BALANCE	\$	52,175					

**SPECIAL REVENUE FUNDS
AS OF FEBRUARY 29, 2024**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$70,227	\$0	0.00%	\$4,856,662	0.00%	(\$4,786,436)	-98.55%
Expense	\$1,088,433	\$3,791,825	28.70%	\$649,162	16.36%	\$439,271	67.67%
Net Income (Loss)	(\$1,018,206)	(\$3,791,825)		\$4,207,500			
UNAUDITED BEGINNING FUND BALANCE	\$	4,224,481					
ENDING FUND BALANCE	\$	3,206,275					

**DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF FEBRUARY 29, 2024**

005 - DEBT SERVICE FUND	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$1,382,928	\$1,484,215	93.18%	\$802,982	93.66%	\$579,946	72.22%
Expense	\$1,159,066	\$1,481,356	78.24%	\$1,148,941	77.39%	\$10,125	-0.88%
Net Income (Loss)	\$223,862	\$2,858		(\$345,959)			

UNAUDITED BEGINNING FUND BALANCE \$ 665,355

ENDING FUND BALANCE \$ 889,217

020 - STREET CIP	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$190,000	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$639,406	\$1,364,685	46.85%	\$107,586	17.15%	\$531,819	494.32%
Net Income (Loss)	\$639,406	(\$1,174,685)		(\$107,586)			

UNAUDITED BEGINNING FUND BALANCE \$ 1,174,685

ENDING FUND BALANCE \$ 535,279

024 - PARK CAPITAL IMPROVEMENT	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$750,000	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$1,972,630	\$6,084,053	36.98%	\$0	0.00%	\$1,972,630	0.00%
Net Income (Loss)	\$1,972,630	(\$5,334,053)		\$0			

UNAUDITED BEGINNING FUND BALANCE \$ 5,334,053

ENDING FUND BALANCE \$ 3,361,423

**DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF FEBRUARY 29, 2024**

025 - ALLEY IMPROVEMENT	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$200,000	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$93,283	\$405,294	23.02%	\$0	0.00%	\$93,283	0.00%
Net Income (Loss)	\$93,283	(\$205,294)		\$0			

UNAUDITED BEGINNING FUND BALANCE \$ 432,631

ENDING FUND BALANCE \$ 339,348

026 - CAPITAL IMPROVEMENT PROJECTS	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$296,584	\$0	0.00%	\$215,311	215.31%	\$0	0.00%
Expense	\$39,593	\$4,090,069	0.97%	\$1,927,258	20.02%	(\$1,887,665)	-97.95%
Net Income (Loss)	\$256,991	(\$4,090,069)		\$1,711,947			

UNAUDITED BEGINNING FUND BALANCE \$ 7,489,841

ENDING FUND BALANCE \$ 7,746,832

401 - FURNITURE REPLACEMENT	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$40,000	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$0	\$69,000	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$0	(\$29,000)		\$0			

UNAUDITED BEGINNING FUND BALANCE \$ 57,571

ENDING FUND BALANCE \$ 57,571

**DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF FEBRUARY 29, 2024**

410 - IT REPLACEMENT	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$65,504	\$154,929	42.28%	\$38,123	25.00%	\$0	0.00%
Expense	\$0	\$352,700	0.00%	\$45,346	31.67%	(\$45,346)	-100.00%
Net Income (Loss)	\$65,504	(\$197,771)		\$7,223			

UNAUDITED BEGINNING FUND BALANCE \$ 209,444

ENDING FUND BALANCE \$ 274,948

415 - FLEET REPLACEMENT	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$426,033	\$1,022,480	41.67%	\$426,673	42.46%	\$0	0.00%
Expense	\$1,144,602	\$2,023,884	56.55%	\$0	0.00%	\$1,144,602	100.00%
Net Income (Loss)	(\$718,570)	(\$1,001,404)		\$426,673			

UNAUDITED BEGINNING FUND BALANCE \$ 2,858,187

ENDING FUND BALANCE \$ 2,139,617

420 - SWAT REPLACEMENT	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$75,000	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$1,560	\$75,322	2.07%	\$0	0.00%	\$1,560	0.00%
Net Income (Loss)	(\$1,560)	(\$322)		\$0			

UNAUDITED BEGINNING FUND BALANCE \$ -

ENDING FUND BALANCE \$ (1,560)

CAPITAL BOND PROJECTS - CONSOLIDATED AS OF FEBRUARY 29, 2024

Project Information		Revenue Sources							Project Budget				Actuals				Status
DESCRIPTION		Bond Allocation	Utility CIP (017)	One-Time Project (041)	ARPA (758)	General Fund (001)	Grant / Cost Share	Total Revenue Sources	Design	Construction	Other Amounts	Total Project Budget	PYs Actual	FY2024 YTD	Project to Date Actuals	Total Remaining Balance	
1	Fire Station 1	\$6,000,000	\$0	\$1,034,736	\$3,878,448	\$52,000	\$0	\$10,965,184	\$722,630	\$7,857,835	\$2,685,906	\$11,266,371	\$8,393,040	\$923,401	\$9,316,441	\$1,648,743	Substantially complete - March
2	Service Center Renovation	\$2,400,000						\$2,400,000	\$208,000		\$9,200	\$217,200	\$202,800		\$202,800	\$2,197,200	Design Complete. Project on hold. Revisit after Facility Assessment.
3	Danieldale Road Reconstruction	\$3,100,000	\$4,679,887				\$167,420	\$7,947,307	\$493,460	\$7,207,574	\$66,000	\$7,767,034	\$7,299,358	\$18,527	\$7,317,885	\$629,422	Substantially complete - landscaping remaining
4	Cedar Ridge Road Reconstruction	\$2,000,000	\$3,300,000					\$5,300,000	\$458,050	\$4,771,000	\$43,000	\$5,272,050	\$184,617	\$42,132	\$226,749	\$5,073,251	30% Design Complete
5	Main Street - \$1,500,000 allocated	\$1,500,000						\$1,500,000				\$0			\$0		Reallocate funds to Cedar Ridge? Revisit project ideas?
6	Rotary Park Parking Lot (COMPLETE)	\$50,000						\$50,000		\$17,405		\$17,405	\$17,405		\$17,405	\$0	COMPLETE
7	Lakeside Park Pavillion (COMPLETE)	\$400,000						\$400,000		\$392,931		\$392,931	\$392,931		\$392,931	\$0	COMPLETE
8	Armstrong Park/Splashpad	\$2,250,000					\$750,000	\$3,000,000	\$236,800	\$2,810,713	\$8,400	\$3,055,913	\$615,917	\$1,972,630	\$2,588,547	\$411,453	Estimated Completion - March 2024
9	Harrington Park - including Pavilion and Waterview bridge (Trails)	\$2,900,000						\$2,900,000	\$317,560	\$5,670,000		\$5,987,560	\$194,948		\$194,948	\$2,705,052	Design Complete. Awaiting direction on funds. Can be broken into 3 phases. There are enough funds for Phase 1 (Concessions and Restrooms); Phase 2 is parking lot/pavillion; Phase 3 is bridge connecting Waterview Park and Harrington
10	City-wide Trails	\$1,000,000						\$1,000,000		\$1,000,000		\$1,000,000	\$67,278		\$67,278	\$932,723	Project options given. Awaiting Council/Community direction.
TOTAL PROJECTS BUDGET		\$21,600,000						\$35,462,491	\$2,436,500	\$29,727,457	\$2,812,506	\$34,976,464	\$17,368,294	\$2,956,690	\$20,324,984	\$13,597,843	

DRAINAGE PROJECTS (FUND 015) AT FEBRUARY 29, 2024

Project and Vendor Information			Project Budget				Actuals				STATUS
DESCRIPTION		Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	
1	Ten Mile Creek - Erosion/Drainage	B&N (3220011) Stoic Const (2240298)	165,060	1,567,842		\$1,732,902	106,044	-	106,044	1,626,858	Construction Phase
2	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067)	5,000	95,128		\$100,128	2,340	84,108	86,448	13,680	In Construction
3	Swan Ridge - Birdwood	SYB Const (3230195)		264,260		\$264,260	195,682	53,803	249,485	14,775	Estimated March 2024 completion - on target
4	Lakeside Park - Culvert	IEA (3230194)	45,190			\$45,190	39,430	-	39,430	5,760	Design Complete - Construction estimated FY 2025
5	Drainage Assessment - Master Plan/Study	unassigned				\$250,000				250,000	Not Started
6	Drainage Improvements - Bridges	unassigned				\$120,000				120,000	Not Started
TOTALS			215,250	1,927,230	0	\$2,512,480	\$343,496	\$137,912	\$481,408	\$2,031,072	

UTILITY CIP PROJECTS (FUND 017) AT FEBRUARY 29, 2024

Project and Vendor Information			Project Budget				Actuals				STATUS
DESCRIPTION		Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	
1	Swan Ridge (W/ Drainage + Streets)	Burgess/Niple (3210043) SYB Construction (3230182)	55,485	1,540,773	47,139	\$1,643,397	886,493	650,794	\$ 1,537,287	\$ 106,110	In Construction - estimated March 2024 completion
2	Wren and Oriole Avenue Aerial	Dunaway (3210098) Texas Standard Const. (2240238)	70,035	1,209,137		\$1,279,172	58,518	-	\$ 58,518	\$ 1,220,655	Construction awarded 11-21-23
3	Danieldale Road Reconstruction (UT Portion)	Dunaway (3200023) Pavecon (3210057) Teams Consultants (2300161)	297,564	4,245,132	137,195	\$4,679,891	4,645,268	98,586	\$ 4,743,854	\$ (63,963)	Substantially Complete - Landscaping
4	Cedar Ridge Road Reconstruction (UT Portion)	Dunaway (3210094)	157,367	1,000,000		\$1,157,367	87,707	21,066	\$ 108,773	\$ 1,048,594	In Design - 30% complete
5	Summit Pump House - Rehab - Generator	Dunaway (3210099) Texan Electric Co. (3230221)	75,538	579,469		\$655,007	68,138	-	\$ 68,138	\$ 586,869	Construction Awarded 10-17-23
6	FY 22 Pipebursting	Vortex (3220025)		999,996		\$999,996	948,786		\$ 948,786	\$ 51,210	Ongoing
7	Danieldale Ground Storage	RJN (3200037) Nova (3210059)	312,386	2,260,137		\$2,572,523	2,365,945	128,515	\$ 2,494,461	\$ 78,062	Complete - Awaiting Final Invoice
8	North Main Pump - Chlorine Injector/Mixer	Dunaway (3210029)	48,624	208,116		\$256,740	40,814		\$ 40,814	\$ 215,926	Construction - Deferred to FY25
9	SCADA Replacement	Prime Controls (3230218)		480,000		\$480,000	-		\$ -	\$ 480,000	Started - Estimated 12-2024 Completion
10	FY 23 Pipebursting	Vortex Turnkey (#2300478)		448,265		\$448,265	434,384		\$ 434,384	\$ 13,881	Ongoing

UTILITY CIP PROJECTS (FUND 017) AT FEBRUARY 29, 2024

Project and Vendor Information			Project Budget				Actuals				STATUS
DESCRIPTION		Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	
11	Softwood Sewer Aerial	Dunaway (3230100)	84,800	1,339,121		\$1,423,921	67,520	7,385	\$ 74,905	\$ 1,349,016	Design Complete - out for bid
12	Harrington Aerial - Stewart Branch	Dunaway (unassigned)	76,560	200,000		\$276,560			\$ -	\$ 276,560	In Design
13	Lead Service Line Replacements Inventory				905,400	\$905,400			\$ -	\$ 905,400	Council Award - March 19
14	Beaver Creek - Pipebursting			675,000		\$675,000			\$ -	\$ 675,000	Not Started
15	Loopline @ Fire Station		50,000			\$50,000	-		\$ -	\$ -	Moved to FY2025
16	Hill City - Steger	Burgess/Niple (3210095)	35,700			\$35,700	27,800		\$ 27,800	\$7,900	Moved to FY2025
17	Pressue Plan Valves			120,000		\$120,000	-		\$ -	\$ 120,000	Not Started
18	Cockrell Hill Rd.	Criado & Associates (3210032)	128,468			\$128,468	114,394		\$ 114,394	\$14,074	Moved to FY2025
19	Siphon @ Wheatland			250,000		\$250,000	-		\$ -	\$ 250,000	Not Started
TOTALS			1,392,527	15,555,146	1,089,734	\$18,037,406	\$9,745,766	\$906,347	\$10,652,113	\$7,335,293	

STREET AND SIDEWALK PROJECTS (FUND 020) AT FEBRUARY 29, 2024

Project and Vendor Information			Project Budget				Actuals				
DESCRIPTION		Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	US 67 - Landscape + Monument Signage	Westwood Professionals (3200044, 3200161, 3210060) Team Consultants (PO# 2300150, 2220060)	269,045	172,546	12,740	\$454,331	274,013	-	\$274,013	\$180,318	Invoice to Cedar Hill paid in March
2	Swan Ridge Reconstruction (w/Utilities)	Burgess & Niples (3210043) SYB Construction (3230182)	46,685	842,847		\$889,532	243,629	614,633	858,262	\$31,270	In Construction - March 2024 estimated completion
3	Sidewalks Oriole Blvd. - includes CDBG Grant	Dunaway Associates (3210106)	11,500	650,000		\$11,500	11,500	-	\$11,500	\$650,000	Out for bid. Due 03/26
4	BNSF Main/Davis Sidewalks	IEA (3210079) BNSF Railway (3220119)	26,825	60,885		\$87,710	62,937	24,773	87,710	\$0	COMPLETE
TOTALS						\$1,443,073	\$592,079	\$639,406	\$1,231,485	\$861,588	

ALLEY PROJECTS (FUND 025) AT FEBRUARY 29, 2024

Project and Vendor Information			Project Budget				Actuals				STATUS
DESCRIPTION		Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	
1	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067) CCGMG (3230195)	64,817	339,369	16,000	\$420,186	50,739	74,981	125,720	294,466	In Construction
2	Cherry Street/Center Phase 2 - Reconstruction w/ Drainage	IEA (3230106)	94,582			\$94,582	64,216	18,303	82,518	12,064	In Design
TOTALS						\$514,768	\$114,955	\$93,283	\$208,238	\$306,530	

ONE-TIME PROJECTS (FUND 041) AT FEBRUARY 29, 2024

DESCRIPTION		TOTAL PROJECT BUDGET	PY ACTUAL FY 2024 YTD		PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	PUBLIC SAFETY - P-25 COMPLIANT RADIOS	2,188,003	1,720,111	35,840	1,755,951	432,052	Project completed in May 2023. One more payment due to Motorola. Any remaining funds go toward spare radios and Fire Station 1 alert speakers
2	FIRE STATION CONSTRUCTION - Funds from prev 1x project remaining balance	1,007,736	473,802	278,701	752,503	255,233	Fire Station 1 Construction and IT
TOTAL ONE TIME PROJECT BUDGET		\$3,195,739	2,193,913	314,541	\$1,755,951	\$687,284	

ARPA PROJECTS (FUND 758) AT FEBRUARY 29, 2024

NAME				PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	Employee Premium Pay				Employee Premium Pay	Provide premium pay for city employees worked during the pandemic		1,231,136		1,231,136	COMPLETE
2	New Ambulance				Revenue Loss - Public Safety	Ambulance due for replacement.		370,476		370,476	COMPLETE
3	Air Purification - Fire Apparatus				Revenue Loss - Public Safety	Install air purification equipment in Fire response vehicles to assist in mitigating spread of Covid-19		20,690		20,690	COMPLETE
4	Adverse Weather Equipment				Revenue Loss - Public Safety	Equipment such as batteries, small generator, etc for backup option to generator in an event of adverse weather, power outages.		4,685		4,685	COMPLETE
5	ESRI License				Revenue Loss - Public Safety	Update licensing for Fire Dept. Allows department mapping of Covid-19 hot spots in order for responders to be aware and better prepared when responding.		2,500		2,500	COMPLETE
6	SCBA Face Cleaners				Revenue Loss - Public Safety	Provide a cleaning system at each station. Ensures effective cleaning to remove carcinogens, dirt, and other residue on the face masks.		11,380		11,380	COMPLETE
7	Bunker Gear				Revenue Loss - Public Safety	To provide each firefighter a second set of gear in accordance with NFPA 1971. Providing a second set of gear allows a firefighter to change into a clean set after a fire while the initial set is being cleaned of carcinogens.		141,362		141,362	COMPLETE
8	Lexipol Subscriptions				Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.		20,829		20,829	COMPLETE
9	SCBA Gear				Revenue Loss - Public Safety	New gear for responders.		276,022		276,022	COMPLETE
10	Library Carrals				Revenue Loss	Replace remaining Carrels. Library started replacing carrels with Cares Act funds in order to support distance learning for the community.		18,620		18,620	COMPLETE
11	Axon Body Worn Cameras/Vest				Revenue Loss - Public Safety	Provide body worn cameras/vest to neighborhood, health inspections, marshal, and fire marshal. These positions either did not have one or used extras PD might have had. This enables staff to have protection and record of interactions with the community.		70,869		70,869	COMPLETE
12	JAMAR Traffic Devices				Revenue Loss - Public Safety	Equipment to gather and analyze speeding and traffic data		8,808		8,808	COMPLETE
13	Lexipol Subscriptions				Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.		36,300		36,300	COMPLETE
14	Radar Trailers				Revenue Loss - Public Safety	Speed trailer to prompt speeding drivers to slow down.		16,078		16,078	COMPLETE

ARPA PROJECTS (FUND 758) AT FEBRUARY 29, 2024

NAME		PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
15	Body Worn Cameras & System	Revenue Loss - Public Safety	Allows for a direct link to county DA to transfer evidence and case information electronically versus the burning DVDs and having to hand deliver to DA office. This will add great efficiency to the CID function as well as the Property and Evidence Tech time. The Michael Morton Act (MMA) of 2014 and now the Richard Miles Act forces the hand of police departments to quickly gather all sources of digital media and evidence in a case. What can be submitted through this portal must be done. The current vendor Watchguard has not been able to get this done so again the CID function has had to burn all of their data to DVDs for storage and disclosure.		580,975		580,975		COMPLETE
16	Cellular Pump Stations	Water/Sewer Infrastructure	Replace 12 routers at pump stations for reliable communication back to SCADA system at Service Center		13,945		13,945		COMPLETE
17	AED Replacements	Revenue Loss - Public Safety	Replace AED (Automated External Defibrillator) units around city facilities.		26,620		26,620		COMPLETE
18	Fitness Room Expansion	Revenue Loss	Expand the fitness room at the Recreation Center. It includes combining the fitness room with the room next door allowing for additional space and updated equipment to meet the needs of members and attract new members to the center.	205,000	-		-	-	Reallocate Funds to Fire Station
19	Dog Park	Revenue Loss	Install a dog park at Rotary Park. Also includes parking.	100,000	-		-	100,000	Request for proposals for design
20	Flock Cameras	Revenue Loss - Public Safety	Leveraging technology for Police staff. Helps police investigate crimes with capturing license plates and vehicle characteristics.	16,750	9,600		9,600	7,500	
21	Softwood Sewer Aerial Line Replacement	Water/Sewer Infrastructure	Replace sewer aerial line.	500,000	-		-	500,000	Partial funding with Utilities
22	IT equipment, cameras, network, backbone, VDI, Traffic Service Upgrades	Revenue Loss - Public Safety	Upgrade and relocate traffic operations servers to Service Center. Replace network fiber. Project cost to replace servers and network backbone, replace outdated network infrastructure, and virtual desktops started with Cares Act funds.	490,701	36,425	149,143	185,568	305,132	In Progress
23	IT ERP Re-implementations/Upgrades	Revenue Loss	Projected cost to implement remaining MUNIS applications, Energov (Inspections & Code) and EAM (Asset Management) for inventory and asset management. Cost includes training with MUNIS staff. Additionally once implemented it will reduce general fund expenditures paying for two systems. Projected cost for upgrade and training for MUNIS Financials and Human Capital (Personnel) modules	485,000	-		-	485,000	Reimplementation of Energov and Purchase of Court System approved - Purchase Order issued.
24	Library Programs	Digital Literacy	Digital Literacy and other library programs - instructor and projected advertisement and supply cost.	70,000	-		-	70,000	Library finalizing details

ARPA PROJECTS (FUND 758) AT FEBRUARY 29, 2024

NAME		PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
25	City Hall Lobby - Customer Service area	Revenue Loss	Convert City Hall lobby to a Customer Service front desk. Includes displays, desk, IT infrastructure to operate computer at the desk, and sun blocking panels.	50,000	36,718		36,718	44,126	Sun panels remaining, customer service lobby area
26	Fire Truck Blocking Apparatus	Revenue Loss - Public Safety	Duncanville share with Cedar Hill for blocking apparatus equipment. To be used for events and incidents requiring an apparatus to block traffic so other fire apparatuses can continued to be used.		-	88,651	88,651	-	COMPLETE
27	Emergency Generators/HVAC Replacements	Economic Response and Public Safety	HVAC replacements at Fieldhouse and 103 E. Wheatland Rd. Backup generators for City facilities. Replacement estimate for Fieldhouse HVAC is \$800,000.	409,686	2,082	355,483	357,565	52,121	Fire Station Generator, 103 E. Wheatland Roof + HVAC replacement.
28	Outdoor Fitness Equipment	Revenue Loss	Outdoor fitness equipment at Armstrong Park and Quail Run	350,000	249,388	80,218	329,606	20,394	Earmarked for Quail Run Park
29	Fire Station 1 - Construction and IT	Revenue Loss - Public Safety	Complete construction of new Fire Station, with timing of Covid-19, supply shortages, escalated cost of construction and materials, cost to complete nearly doubled.	3,752,541	1,905,947	535,141	2,441,088	1,311,453	Substantially Complete March
30	EDC - Business Grants	Economic Response	Grants for eligible Duncanville businesses for expenses incurred and revenue loss during the COVID-19 pandemic. Businesse must apply and maximum grant per applicant is \$15,000.	700,000	421,287		421,287	-	Reallocated Remaining Funds to Fire Station
TOTAL ONE TIME PROJECT BUDGET				\$7,129,678	5,512,742	1,208,636	\$6,721,378	\$2,895,726	
								9,617,104	Balance + Actual to Date