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, May 7, 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, May 7, 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, May 7, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, May 7, 2024
- First Name, Last Name, and Address

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WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Discuss an opportunity to provide scoreboards at the primary baseball fields at Harrington Park. 6 - 7

Youth Scoreboards Briefing

B. Discuss a proposed professional services contract with Halff Associates, Inc for master planning services of the Charles F. Ladd Nature Preserve. 8 - 51

Halff Ladd Master Plan Contract Briefing

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 Patrick Guerrero with Crossroads of Life Assembly of God Church
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

A. Proclamation recognizing May 5 - 11, 2024, as Drinking Water Week. 52 - 55

Drinking Water Week

B. Proclamation recognizing May 19 - 25, 2024, as National Public Works Week. 56 - 59

National Public Works Week

C. A Proclamation recognizing May 13, 2024, as Police Memorial Day and May 12 - 18, 2024, as National Police Week. 60 - 63

National Police Week 2024

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 City Council Regular Meetings and Workshop. City Council - 02 Apr 2024 - Minutes City Council - 09 Apr 2024 - Minutes City Council - 16 Apr 2024 - Minutes	64 - 75
B.	Consider a Resolution authorizing Linebarger Goggan Blair & Sampson, LLP, to obtain an order of sale which will allow for the foreclosure of; and, to authorize the sale of the properties by Dallas County at public or private sale in accordance with Section 34.05 of the Texas Property Tax Code, for the following property: 1011 Joes Dr. Sale to Allow Foreclosures	76 - 93
C.	Consider a resolution approving a Hotel Occupancy Tax administration agreement between the City of Duncanville and the Duncanville Community and Economic Development Corporation. Hotel Occupancy Tax Administration Agreement	94 - 102
D.	Consider a resolution to authorize the expenditure of $48,900 from the General Fund as a final payment to McConnell & Jones, LLP for the professional auditing services as part of the Fiscal Year 2022 Audit. Authorization of final payment for FY 2022 audit services	103 - 106

E. Consider an Ordinance amending the FY 2023-24 budget by appropriating revenue, fund balance and grant revenues and amending expenditures for General, Grant, and Asset Forfeiture Funds. 107 - 113

FY 2024 Budget Amendment - Midyear

F. Consider a Resolution awarding a bid and authorizing a contract with Paradigm Traffic Systems, Inc. for traffic equipment, supplies, and services through BuyBoard Contract 695-23 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $1,041,843.00 over the five years, subject to the exercise of a contract renewal and City Council appropriation. 114 - 119

Paradigm Traffic Systems, Inc

G. Consider a Resolution awarding a bid and authorizing a contract with Consolidated Traffic Controls, Inc. for traffic operations equipment, supplies, and services through Houston-Galveston Area Council of Governments (HGAC) Contract PE05-21 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $1,116,856.00 over the five years, subject to the exercise of a contract renewal and City Council appropriation. 120 - 126

Consolidated Traffic Controls, Inc

H. Consider a Resolution awarding a bid and authorizing a contract with U.S. Underwater Services for annual water storage tank inspections and cleanings through BuyBoard Contract 662-22 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $159,414.00 over the five years, subject to the exercise of a contract renewal and City Council appropriation. 127 - 137

US Underwater Services for Annual Water Storage Tank Inspections and Cleanings

I. Consider a Resolution awarding RFP 24-022 On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services, and authorizing a contract with Rey Mar Construction, LLC for emergency and non-emergency water and wastewater repairs for a three-year term with the option to renew for up to three additional one-year terms for a total contract amount not to exceed $1,541,667.00 over the six years, subject to the exercise of a contract renewal and City Council appropriation. 138 - 153

Water and Wastewater Emergency and Non-Emergency Repairs

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider approval of Resolution 2024-265 for Professional Services Contract Number 24-75081 with Halff Associates, Inc. for Charles F. Ladd Nature Preserve master planning services in an amount not to exceed $149,900.00. 154 - 199

Ladd Master Plan Services Halff

6. STAFF AND BOARD REPORTS

A. Receive the Monthly Financial Report as of March 31, 2024 200 - 247

Receive the Monthly Financial Report as of March 31, 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, May 2, 2024 , by 6:30 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Discuss an opportunity to provide scoreboards at the primary baseball fields at Harrington Park.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation
Tyler Agee, Assistant Director of Parks and Recreation

BACKGROUND/HISTORY:
Staff has had several conversations with representatives of Youth Scoreboards, a company that provides scoreboards for the rights to exhibit video advertising before and after games, as well as between innings. Youth Scoreboards is proposing to provide video scoreboards free of charge for the primary fourplex of baseball fields at Harrington Park. These fields meet the current attendance requirements for Youth Scoreboards. The City of Duncanville will only be responsible for the cost of providing electricity to the scoreboards. The boards are operated locally utilizing an app on a cellular phone or device. Within the proposed agreement, once Youth Scoreboards' advertising revenues reach the cost of the scoreboards, they will then share a percentage of the revenues with the City. In addition, space will be provided to Duncanville to advertise local City-sponsored events and programs. Youth Scoreboards are currently working with Cedar Hill, Euless, Garland, Carrollton, and Houston.

POLICY EXPLANATION:
If the City Council directs staff to move forward, Article VII, Section 16A-22 Prohibition of Signs may need to be amended to allow for advertising signage on public property, specifically parks. Staff will work with the City Attorney to address this potential conflict.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
No formal action is required for this item. Staff is seeking direction from City Council and if agreed, staff will bring back an agreement for Council consideration soon.

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Discuss a proposed professional services contract with Halff Associates, Inc for master planning services of 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:
Doug Finch, City Manager
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
A Request for Qualifications process rendered eight responding consultants. Halff Associates, Inc was evaluated by the selection committee as the top firm based on pre-determined factors consisting of experience, preliminary project scope of services and vision for the public input process. Halff's scope of services includes:

Phase 1 - Project Initiation
Phase 2 - Project Base Mapping an Site Inventory
Phase 3 - Community and Stakeholder Engagement
Phase 4 - Visioning and Programming
Phase 5 - Preliminary Concept Master Plan Development
Phase 6 - Final Concept Master Plan Development
Phase 7 - Master Plan Report
Phase 8 - Master Plan Approval and Adoption

The preliminary project schedule is anticipated be approximately four months.

POLICY EXPLANATION:
There are no policy requirements for the briefing of this item. The process for selecting a consultant for the master planning services for the Ladd Nature Preserve followed all local, state, and federal laws and policies.

This project will receive support from an outside resource, more information to be discussed during the meeting.

FUNDING SOURCE:

ORG and Object Number
2024 Budget

Available Budget	**Purchase Amount**	**After Encumber**
$ 50,000.00	$ 150,000.00	($100,000.00)

ACTION ALTERNATIVES:
There is no formal action to be taken with this item.

ATTACHMENTS:
Professional Services Agreement -Halff Associates.LADD Project.5.1.1204.final2024

PROFESSIONAL SERVICES CONTRACT
NUMBER 24-75081
(LADD NATURE PRESERVE MASTER PLAN PROJECT)

This **PROFESSIONAL SERVICES CONTRACT** ("contract") is made and entered into by and between **(Halff Associates, 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, Deliverables, and Schedule,** of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Services to be Provided.
Upon issuance of a written Notice to Proceed or a Purchase Order by CITY, CONTRACTOR agrees to provide to CITY the necessary professional and design services, as set forth in the "Scope of Services, Deliverables, and Schedule," "Scope," **Exhibit A** and incorporated herein. **Exhibit A** also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin within **ten (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 contract 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
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.

A. 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.

B. 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 contract 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 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 accordingly. 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 shall 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 **$149,900.00 One Hundred and Forty-Nine Thousand, and nine hundred dollars and no cents** 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.
CITY agrees to pay:

Payment Schedule:

1. Project Initiation and Administration	**Delivery: 02 Weeks**
2. Project Base Mapping and Site Inventory	**Delivery: 02 Weeks**
3. Community and Stakeholder Engagement	**Delivery: Project Duration**
4. Visioning and Programming	**Delivery: 01 Week**
5. Preliminary Concept Master Plan Development	**Delivery: 04 Weeks**
6. Final Concept Master Plan Development	**Delivery: 03 Weeks**
7. Master Plan Report	**Delivery: 03 Weeks**
8. Master Plan Approval and Adoption	**Delivery: 01 Week**
Total Project Timeline	**Delivery: 16 Weeks**

Payment Schedule (following completion and acceptance):

1. Project Initiation and Administration	**$ 8,900.00**
2. Project Base Mapping and Site Inventory	**$ 23,400.00**
3. Community and Stakeholder Engagement	**$ 11,500.00**
4. Visioning and Programming	**$ 5,800.00**
5. Preliminary Concept Master Plan Development	**$ 50,900.00**
6. Final Concept Master Plan Development	**$ 25,600.00**
7. Master Plan Report	**$ 16,900.00**
8. Master Plan Approval and Adoption	**$ 2,900.00**
9. Direct Costs (Reimbursable Expenses)	**$ 4,000.00**
Total Not-to-Exceed Cost	**$ 149,900.00**

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 Contract, 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 Contract 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. CITY's rights and remedies 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 Contract ("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 Contract.

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 governmental purpose connected with this project. All materials and reports prepared by CONTRACTOR in connection with this Contract 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 and applicable. 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 Contract, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONTRACTOR pursuant to this Contract 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, as applicable.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs developed specifically for this work by the CONTRACTOR, estimates, surveys, other data, or work items, etc.) prepared under this Contract 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 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 individual 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 individual 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 negligent 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, except Professional Liability Insurance 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 except 10-day notice of cancellation for non-payment of premium 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 Contract.

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 (except Professional Liability Claims), 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, and from and against costs and expenses, including, in part, reasonable 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, to the extent caused by or resulting 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.

Solely and exclusively for Professional Liability Claims, CONTRACTOR shall have no obligation to undertake the defense of Indemnitees in a Professional Liability Claim prior to the determination of liability in such Professional Liability Claim. Upon conclusion of the Professional Liability Claim either through settlement, or by the issuance of an arbitration award, judgment or other final determination of liability, CONTRACTOR shall promptly reimburse Indemnitees for a proportionate share of Indemnitees' defense attorney's fees, investigation costs, court or arbitration costs, and expenses incurred in defending any claim, demand, action, lawsuit, arbitration, or other proceeding relating to such Professional Liability Claim, in an amount proportionate to the percentage of liability allocated to CONTRACTOR in any such settlement agreement, arbitration award, judgment or other final determination of liability. CONTRACTOR shall not have any obligation to indemnify, defend or reimburse Indemnitees for Professional Liability claims arising by reason of the sole negligence or willful misconduct of Indemnitees.

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 contract. 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 contract. 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 contract 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 Contract 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 Contract 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 contract 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 CITY:

City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
purchasing@duncanvilletx.gov

If to PROFESSIONAL:

Halff Associates
1201 N. Bowser Road
Richardson, Texas 75081
(214) 346-6268
dbuchanan@halff.com
Atm: David Buchanan, PLA
halff.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, Contract 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 contract pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Contract, 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 contract pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Contract, 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 contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. 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, and approved to date 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 day(s). 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 three (3) 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 transactions regarding the CONTRACT, and further, that CITY shall have access during normal working days and hours, and shall give the CONTRACTOR or subcontractor(s) reasonable advance notice of intended audits no less than 3 business day(s).

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 three (3) years after the expiration of the Contract, or until the Federal Auditor, 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 Federal Auditor, CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. 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 and employees are treated during their employment or recruitment, 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. This information will be provided to the City's Public Information Officer. The cost of preparation of such information requests will be tabulated and billed to the CITY. The CONTRACTOR shall mark "cost schedules and determinations of cost" submitted to the CITY as "CONFIDENTIAL".

Section 37. Counterparts.
This Contract 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 the 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. 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 Contract, 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 legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. **Non-Publicity**

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract 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 Contract.

Section 52. **No Warranty by City Against Infringements**

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. **Warranty-Services**

The Consultant represents that all services to be provided to the City of Duncanville under the Contract will be fully and timely performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license and all applicable Federal, State, and local laws, rules, or regulations. The CONTRACTOR makes no warranty, express or implied, as to its professional services rendered under this agreement.

Section 54. **Byrd Anti-Lobbying Act Requirements**

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

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

Section 55. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the 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 57. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

Section 58. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Section 59. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided

Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 60. 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 61. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in the performance of this contract, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract by incorporating such into a written contract 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 CONTRACT, 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 CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**HALFF ASSOCIATES, INC.**
Authorized Signature	**Authorized Signature**
Name: Doug Finch **Title: City Manager**	**Name: Joe David Buchanan, PLA** **Title: Director/Landscape Architecture**
Date	**Date**
972-780-5058	214-346-6268
Phone Number	**Phone Number**
purchasing@duncanvilletx.gov	dbuchanan@halff.com
Email Address	**Email Address**
	TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

Exhibit A – Scope of Services, Deliverables, and Schedule

April 5, 2024

Project No. (AVO): 56306.001

Elton Brock, MBA, CTPM, CTCM, CPSM, C.P.M.
Chief Procurement Officer City
of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116

RE: LADD Nature Preserve

Dear Mr. Brock:

At Halff we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful projects. As such, we are pleased to submit the following Scope of Services for the LADD Nature Preserve in the City of Duncanville.

The proposed services to be performed are described in the Scope of Services (**Attachment A**). Proposed services that are not included as part of the Scope of Service are listed in the Exclusions/Available Additional Services (**Attachment B**); however, these services can be provided by Halff upon request. A PROJECT Exhibit (**Attachment C**) and estimated PROJECT Schedule (**Attachment D**) are/is also included.

Unless otherwise modified, please note that the Scope of Services described herein shall remain valid and continue in effect for a period of 90 calendar days, after which it will require renewal in writing by CONSULTANT and CLIENT.

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services.

Sincerely,

David Buchanan, PLA

Director of Landscape Architecture

PURPOSE

Halff (CONSULTANT) shall provide Engagement, Environmental and Master Planning Services for the LADD Nature Preserve (PROJECT), to City of Duncanville (CLIENT). The Ladd Nature Preserve Master Plan represents a visionary undertaking that seeks to define and shape the future of this invaluable natural resource. Situated amidst the serene beauty of your community, the Ladd Nature Preserve has long been a sanctuary for both local residents and nature enthusiasts. The proposed project scope below, aims to create a comprehensive, sustainable, and inclusive master plan that will not only preserve and restore this site's ecological integrity but also enhance its accessibility, educational opportunities, and recreational amenities. This master plan is set to serve as a blueprint for the responsible management and development of the Ladd Nature Preserve, making sure that its ecological significance is maintained and enhanced while enriching the experience of all those who visit it.

ASSUMPTIONS

This scope of services (the "Scope of Services") has been prepared using the following assumptions as a basis for its preparation:

1. The Scope of Services represents a single, stand-alone project consisting of tasks described below for the design and construction of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.

2. CLIENT will provide available existing conditions information and base-map data, including, but not limited to:

    - As-built plans, record drawings, and/or condition assessments for existing utilities located within the proximity or adjacent to the PROJECT area.
    - Construction and/or as-built drawings, if available, and any future development plans impacting the PROJECT area.
    - Current property and easement information.
    - Aerial Data.
    - Existing or previous environmental reporting.
    - Base information such as CADD or GIS data.
    - GIS data for FEMA floodplain.
    - Hydraulic models.
    - Previous engagement/survey event meeting minutes or recorded session.
    - Property Deed.

3. The CLIENT will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to necessary stakeholders, including correspondence during the submittal review period(s), and providing CONSULTANT with organized reviews and/or comments and/or feedback from reviewing entities.

4. In addition to any base map data provided by the CLIENT (as described above), CONSULTANT will utilize publicly available and CLIENT-provided data (aerial ortho imagery, contours, record drawings, etc.) to supplement PROJECT development outside the limits of survey. Supplemental information will be used in the assessment, review, and design of the proposed improvements.

5. Internal project meetings described herein will be held virtually unless on-site meeting is specified. CONSULTANT shall notify CLIENT and request additional compensation if additional meetings are necessary for ongoing coordination and/or the completion of the PROJECT.

6. The CONSULTANT will use available, or CLIENT provided hydraulic or hydrological information for the tasks provided below.

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SCOPE OF SERVICES

The PROJECT is an approximately 49-acre undeveloped property located at 609 West Danieldale Road, north of Danieldale Road, between Cedar Hill Road and Santa Fe Trail (As shown in Attachment C).

PHASE 1 – PROJECT INITIATION AND ADMINISTRATION

TASK 1.1 – PROJECT MANAGEMENT AND CLIENT COORDINATION MEETINGS

CONSULTANT will provide project management tasks including monthly invoicing and progress reports, coordination of internal and external team members for effective coordination and communication regarding the PROJECT.

Task 1.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the monthly progress reports.*

TASK 1.2 – PROJECT KICK-OFF MEETING

CONSULTANT will attend one (01) in-person coordination/project kick-off meeting with the CLIENT (determined by CLIENT) to confirm the goals, objectives, budget, schedule, and program of proposed improvements of the PROJECT. Notes may be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

Task 1.2 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Project Kick-Off meeting notes.*

PHASE 2 – PROJECT BASE MAPPING AND SITE INVENTORY

TASK 2.1 – SITE INVESTIGATION

On the same day as the kick-off meeting, the CONSULTANT will initiate, and participate in one (01) Site Observation/Preliminary Field Review meeting with the CLIENT. An aerial photograph of the site will be taken to the site visit and used to confirm location and condition of existing improvements. The field review is necessary to identify key opportunities and constraints. The site observation will also include the gathering and evaluation of relevant information related to the PROJECT. CONSULTANT will prepare one (01) Field Review Report detailing the observations and identified opportunities and constraints associated with, but not limited to, topography of the site, utilities, vegetated areas, neighborhood impacts, drainage, and impacts to existing conditions. Evaluation of the site will be limited to visual field measurements and observations; no subsurface or interior investigations will be conducted. Photographs shall be taken by the CONSULTANT to record existing conditions and may be provided to the CLIENT.

Task 2.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (01) PDF copy of the Field Review Report.*
- *JPG copies of site photos.*

TASK 2.2 – ENVIRONMENTAL ASSESSMENT AND RESTORATION REPORT

CONSULTANT will review historical, site and available analytical data to provide an environmental site assessment. Soils, ecological site, ecological region, endangered species habitat and vegetative communities will be mapped and included in the base map in Task 2.6. Following the determination of the existing ecological conditions, the CONSULTANT will lead an Ecological Charrette with the CLIENT to determine ecological goals and evaluate possible land management and restoration strategies.

A restoration report will be prepared by the CONSULTANT combining the existing site assessment and the outcomes of the Ecological Charrette to provide draft preferred recommendations for protecting and improving ecological site health.

Task 2.2 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (01) PDF copy of the Site Assessment and Site Restoration Report.*

TASK 2.3 – DATA COLLECTION

CONSULTANT will gather and review available resource materials from the CLIENT relevant to the project study area as necessary for completion of the project. Project findings will be documented in a Data Collection Summary Report and included in the PROJECT Base Map. Relevant project data shall include, at a minimum, the following:

- Google Earth and/or Near Map aerial photography and mapping
- NCTCOG topography and other information
- Texas statewide environmental/historic/cultural resource data
- Utility and other information
- City of Duncanville Parks and Open Space Master Plan
- City of Duncanville Trails Master Plan
- City of Duncanville Comprehensive Plan
- City of Duncanville Thoroughfare Plan
- Current Zoning map
- City regulations and ordinances that impact the study area.
- Water and Wastewater Plan
- Current weekday 24-hour directional traffic counts on streets in the study corridor (If Available)

Task 2.3 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *See Base Map Deliverables below.*

TASK 2.4 – BASE MAP PREPARATION

CONSULTANT will prepare a project base map for the project study area utilizing CONSULTANT's gathered relevant project data. The PROJECT base map shall be suitable for use in both 22-inch x 34inch (full-size) and 11-inch x 17-inch (half size) format with black and white line work (and with full-color aerial photo background which can be turned on or off as requested by CLIENT). The base map shall include, at minimum, the data collected in the Data Collection Task.

Task 2.4 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the project Base Map.*

PHASE 3 – COMMUNITY AND STAKEHOLDER ENGAGEMENT

TASK 3.1 – PUBLIC OPEN HOUSE MEETING

CONSULTANT will prepare one (01) presentation and attend one (01) open house. Meetings will be held to introduce the overall PROJECT, project goals and objectives and garner feedback and input that will be incorporated into the project visioning and programming.

Task 3.1 Anticipated Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PDF copy of the open house meeting presentation and feedback notes.*

PHASE 4 – VISIONING AND PROGRAMMING

TASK 4.1 – VISIONING AND PROGRAMMING WORKSHOP

CONSULTANT will attend one (01) visioning and programming workshop with the project Steering Committee to establish the project vision and programmatic list of site improvements. Engagement meeting notes, site inventory mapping, precedent imagery and project examples will be used as points of discussion. Notes will be taken by the CONSULTANT and will be incorporated into the Concept Master Plans.

Task 4.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Visioning and Programming Workshop notes.*

PHASE 5 – PRELIMINARY CONCEPT MASTER PLAN DEVELOPMENT

TASK 5.1 – MASTER PLAN WORKSHOP AND DESIGN CHARETTE

CONSULTANT will conduct one (01) Master Plan Workshop and Design Charette with the Steering Committee and CLIENT to discuss existing project site conditions, engagement results and to diagrammatically explore spatial alternatives for the proposed improvements. The spatial alternatives will be scanned and documented and used in the Preliminary Concept Master Plan

Task 5.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Design Charette Alternative(s).*

TASK 5.2 – PRELIMINARY CONCEPT MASTER PLAN

CONSULTANT will prepare two (02) Preliminary Concept Plan(s) using the base map previously prepared, that helps communicate the intent and vision of the PROJECT. The Preliminary Concept Plans shall include the layout of proposed amenities, associated improvements identified during the visioning and programming and will be prepared with project phasing recommendations. Written approval by the CLIENT will be given prior to proceeding with the Final Master Plan Development.

Task 5.2 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Preliminary Concept Plan(s).*

TASK 5.3 – OPINION OF PROBABLE COSTS

Upon completion of the Preliminary Concept Plans, the CONSULTANT shall prepare an Opinion of Probable Construction Cost (OPCC) for each concept provided. CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

Task 5.3 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing bid items, quantities, and estimated bid costs.*

TASK 5.4 – PRELIMINARY CONCEPT MASTER PLAN REVIEW MEETING

Upon completion of the Preliminary Concept Master Plans and the Opinion of Probable Costs, the CONSULTANT will meet with the CLIENT to present the master plans with the intent to receive concept design feedback. Notes will be taken by the CONSULTANT and will be incorporated into the Final Concept Master Plan.

Task 5.4 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Preliminary Concept Master Plan Review Meeting notes.*

PHASE 6 – FINAL CONCEPT MASTER PLAN DEVELOPMENT

TASK 6.1 – FINAL CONCEPT MASTER PLAN

Based on the input gathered from the Preliminary Concept Mater Plan Review Meeting, CONSULTANT will prepare one (01) Final Concept Plan. The Final Concept Plan shall include the layout of proposed improvements in plain view, to demonstrate compliance with applicable Federal, State, and local/stakeholder rules, regulations, codes, and agencies having jurisdiction. The CONSULTANT will

identify any locations where exceptions to the established design standards may be necessary.

Task 6.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Preliminary Concept Plan(s).*

TASK 6.2 – OPINION OF PROBABLE COSTS

Upon completion of the approved Final Concept Master Plan, the CONSULTANT shall prepare an Opinion of Probable Construction Cost (OPCC). CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

Task 6.2 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing bid items, quantities, and estimated bid costs.*

TASK 6.3 – FINAL CONCEPT MASTER PLAN REVIEW MEETING

Upon completion of the Final Concept Master Plans and the Opinion of Probable Costs, the CONSULTANT will meet with the CLIENT to present the master plans with the intent to receive concept design feedback. Written approval by the CLIENT will be given prior to proceeding with the Master Plan Report.

Task 6.3 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Preliminary Concept Master Plan Review Meeting notes.*

TASK 6.4 – CONCEPT PERSPECTIVE VISUALIZATIONS

CONSULTANT will create one (01) 3D computer-generated model of the PROJECT that illustrates the intent and vision of the PROJECT. If applicable, the 3D computer-generated model will incorporate existing conditions features and/or base mapping data representative of the PROJECT.

CONSULTANT will prepare and export three (03) High-Resolution, Digital, Color, Eye-Level or Aerial perspectives that help communicate the intent and vision of the PROJECT. CONSULTANT's digital renderings shall be formatted at 24-inch-Wide x 36-inch-Long with color-rendered improvements.

Task 6.4 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PDF copy of each of the Concept Perspective Visualizations, totaling three (03).*

PHASE 7 – MASTER PLAN REPORT

TASK 7.1 – DRAFT MASTER PLAN REPORT

CONSULTANT will prepare a draft concept plan study document to include the following sections, which are subject to one round of consolidated adjustments during the planning process:

- Vision – defined goals and vision of the site master plan effort.
- Data Collection – identify constraints opportunities and site analysis.
- Community and Stakeholder Engagement – summary of community and stakeholder engagement.
- Site Assessment – summary of findings from the Site Investigation and Site Tour.
- Proposed Recommendations – refined strategies and site and restoration concepts.
- Implementation Strategies – implementation action table with planning-level estimates of potential costs, timeline for implementation and identification of responsible parties.

Task 7.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Draft Concept Plan Report.*

TASK 7.2 – DRAFT MASTER PLAN REPORT REVIEW MEETING

Upon completion of the Draft Concept Master Plan Report, the CONSULTANT will meet with the CLIENT to present the master plans with the intent to receive concept design feedback. Notes may be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

Task 7.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PDF copy of the Preliminary Concept Master Plan Review Meeting notes.*

TASK 7.3 – FINAL MASTER PLAN REPORT

CONSULTANT will prepare a final concept plan report for CLIENT approval. Comments received during the Draft Concept Plan Report Review Meeting will be incorporated into the Final Concept Plan Report.

Task 7.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PDF copy of the Final Concept Plan Report.*

PHASE 8 – MASTER PLAN APPROVAL AND ADOPTION

TASK 8.1 – MASTER PLAN APPROVAL AND ADOPTION

CONSULTANT will present, along with City staff, the final concept master plan to the City Council in one (01) approval meeting with the CLIENT.

Notes will be taken by the CONSULTANT to record items discussed at these meetings and will be distributed to the CLIENT.

Task 8.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PPT presentation.*
- *One (01) Digital PDF copy of the meeting notes.*
- *One (01) Digital PDF copy of the final concept master plan.*

BASIS OF COMPENSATION
LADD NATURE PRESERVE

The basis of compensation for the services below shall be as follows:

A. PHASE 1 – PROJECT INITIATION AND ADMINISTRATION _____$8,900

B. PHASE 2 – PROJECT BASE MAPPING AND SITE INVENTORY _____$23,400

C. PHASE 3 – COMMUNITY AND STAKEHOLDER ENGAGEMENT _____$11,500

D. PHASE 4 – VISIONING AND PROGRAMMING _____$5,800

E. PHASE 5 – PRELIMINARY CONCEPT MASTER PLAN DEVELOPMENT_____$50,900

F. PHASE 6 – FINAL CONCEPT MASTER PLAN DEVELOPMENT _____$25,600

G. PHASE 7 – MASTER PLAN REPORT _____$16,900

H. PHASE 8 – MASTER PLAN APPROVAL AND ADOPTION _____$2,900

****Direct Costs (Estimated Reimbursable Expenses) _____$4,000**

PROJECT GRAND TOTAL (Phases 1-8, & Direct Costs) $149,900

ATTACHMENT B
EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

GENERAL:

1. Any additional work not specifically included in the Proposed Scope of Services will be accomplished as Additional Services.
2. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.
3. Design of areas outside the limits of the defined project site.
4. Design and coordination of existing utility relocations and modifications, including, gas, telephone, or other franchise utility improvements.
5. Additional graphic products.
6. Additional meetings not identified in the project scope of services. If additional meetings are required, an Additional Service will be necessary. Anticipated fees per meeting range between $2,000 and $10,000 depending on staff needs and meeting type.
7. Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
8. Negotiations with adjacent property owners.

PUBLIC ENGAGEMENT:

9. Additional engagement meetings not identified in the project scope of services.

TRAFFIC:

10. Preparation of Traffic engineering reports or studies is excluded.
11. Detailed Traffic Control and/or Roadway/Traffic Modification Plans are excluded.

CONSTRUCTION DOCUMENTATION:

12. The preparation and development of Construction Documentation is excluded.

SURVEY:

13. Field survey is excluded.
14. Geospatial Survey Services are excluded.
15. Right of Entry preparation and coordination is excluded.
16. Boundary Research and Boundary Resolution Services are excluded.

ENVIRONMENTAL:

17. Review of federal regulations not listed in scope above.
18. NEPA Environmental Documentation - Technical analyses and reports are excluded from this scope of services including air, noise, waters, biology, cultural resources, community, hazardous materials, indirect, cumulative analyses, etc.
19. Additional regulatory agency requirements not identified in the proposed scope of services.
20. Threatened or endangered species surveys or Section 7 consultation with the United States Fish and Wildlife Service (USFWS) under the Endangered Species Act are excluded.
21. Presence/absence surveys for state listed threatened or endangered species, and species of greatest conservation needs and consultation with Texas Parks and Wildlife (TPWD) are excluded.
22. Preparation of a Preconstruction Notification (PCN), mitigation plan, or a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this Scope of Services.

23. Obtaining an Antiquities Permit from the Texas Historical Commission (THC), preparation of a research design, performing a reconnaissance survey or intensive surveys (i.e., on the ground or archival research for historic structures/districts and shovel testing/deep trenching for archeological sites), evaluation of National Register of Historic Places (NRHP) eligibility for any resources, evaluation of effects on NRHP-eligible or -listed sites, development of mitigation plans, or Section 4(f) evaluations are excluded.
24. Phase I and II Environmental Site Assessment performed in accordance with applicable American Society for Testing and Materials (ASTM) standards or any surveys/investigations involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys) are excluded.
25. Field survey of channel cross sections is excluded other than what is identified in the scope above.
26. Field survey of area outside the identified project area is excluded.
27. Federal, state, or local review and processing fees are excluded, except where provided for in the scope of services.

HYDROLOGIC/HYDRAULIC (H&H):

28. City of Duncanville or Dallas County floodplain development permitting or permitting fees are excluded.
29. Hydrologic/hydraulic (H&H) modeling of Tenmile Creek is excluded.
30. Development of a hydrologic model or hydrologic parameters are excluded. Preliminary 100- year discharges will be used for this analysis.
31. Floodway analysis is excluded.
32. Development of an updated 500-year and determination of floodway limits are excluded from this scope.
33. H&H services are excluded.
34. FEMA submittals (CLOMR/LOMR) are excluded.

FUNDING ASSITANCE:

35. Grant application preparation or submittals are excluded.

Duncanville
City of Champions

ATTACHMENT C
PROJECT LOCATION AND LIMITS



ATTACHMENT D
PROJECT SCHEDULE AND IMPLEMENTATION PLAN

Preliminary project schedule is shown below and is anticipated to be approximately 04 (four) months. Project schedule is subject to modifications due to delays, etc. Modifications to this schedule will be communicated with the CLIENT as the project progresses. See below for the Phase and Task breakdown and associated timelines. All tasks listed in Attachment A will be managed by Halff (David Buchanan, PLA), and will include team members from Lake Flato, Blackland Collaborative and K-Strategies.

PHASE 1 – PROJECT INITIATION AND ADMINISTRATION (02 Weeks) PHASE 2 –

PROJECT BASE MAPPING AND SITE INVENTORY (02 Weeks)

PHASE 3 – COMMUNITY AND STAKEHOLDER ENGAGEMENT (Project Duration) PHASE 4 –

VISIONING AND PROGRAMMING (01 Week)

PHASE 5 – PRELIMINARY CONCEPT MASTER PLAN DEVELOPMENT (04 Weeks) PHASE 6 – FINAL

CONCEPT MASTER PLAN DEVELOPMENT (03 Weeks)

PHASE 7 – MASTER PLAN REPORT (03 Weeks)

PHASE 8 – MASTER PLAN APPROVAL AND ADOPTION (01 Weeks)

Exhibit B – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So, any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.

2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.

3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**

4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**

5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.

6. Describe <u>any other</u> affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.

7. **Signature box. Date and sign the form. <u>A signature is required from the person completing the</u>**

form even if "None" entered in boxes 3, 4, & 6.

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____

Signature of vendor doing business with the governmental entity	Date

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State.
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____(Person name), the undersigned representative

of _(Company or Business name)_____

_____

_____(hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE


Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Proclamation recognizing May 5 - 11, 2024, as Drinking Water Week.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Assistant Director of Public Works

BACKGROUND/HISTORY:
In 1988, the observance of Drinking Water Week was established by a congressional resolution and signed by President Ronald Reagan. The following year, 15 nonprofit educational, professional, and public interest organizations formed the National Drinking Water Alliance. The Alliance dedicated itself to public awareness and involvement in public and private drinking water issues. It continued its work to organize a major annual educational campaign built around Drinking Water Week.

The power of the multi-organization Alliance enabled Drinking Water Week to grow into widespread and committed participation throughout the United States and Canada. In 1991, the Alliance launched a national campaign to inform the public about America's drinking water.

The City has 16 Public Works Utilities employees who build or maintain the City's water infrastructure.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
Recognize May 5 - 11, 2024, as Drinking Water Week.

ATTACHMENTS:
Attachment 1 - Drinking Water Week Logo
Attachment 2 - Drinking Water Week Proclamation

Attachment 1



OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration, and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution and practice water conservation.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby call upon all citizens of Duncanville and upon all patriotic, civic, and educational organizations to observe the week of May 5 – 11, 2024, as

DRINKING WATER WEEK

with appropriate ceremonies and observances in which all our people may join in commemorating Public Works Department employees of the City of Duncanville, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to our community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the health, safety, and well-being of all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas, to be affixed this 7th day of May, 2024.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Proclamation recognizing May 19 - 25, 2024, as National Public Works Week.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Assistant Director of Public Works

BACKGROUND/HISTORY:
Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. Across North America, more than 30,000 APWA members in the US and Canada use this week to energize and educate the public on the importance of Public Works in their daily lives.

This will be the ninth proclamation for National Public Works Week recognized by the Mayor of the City of Duncanville. The City has 48 Public Works employees who build or maintain the City's infrastructure.

Public Works helps maintain a community's strength by providing an infrastructure of services in transportation, water, wastewater, stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. Public Works employees contribute much to making our communities great places to live and work.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

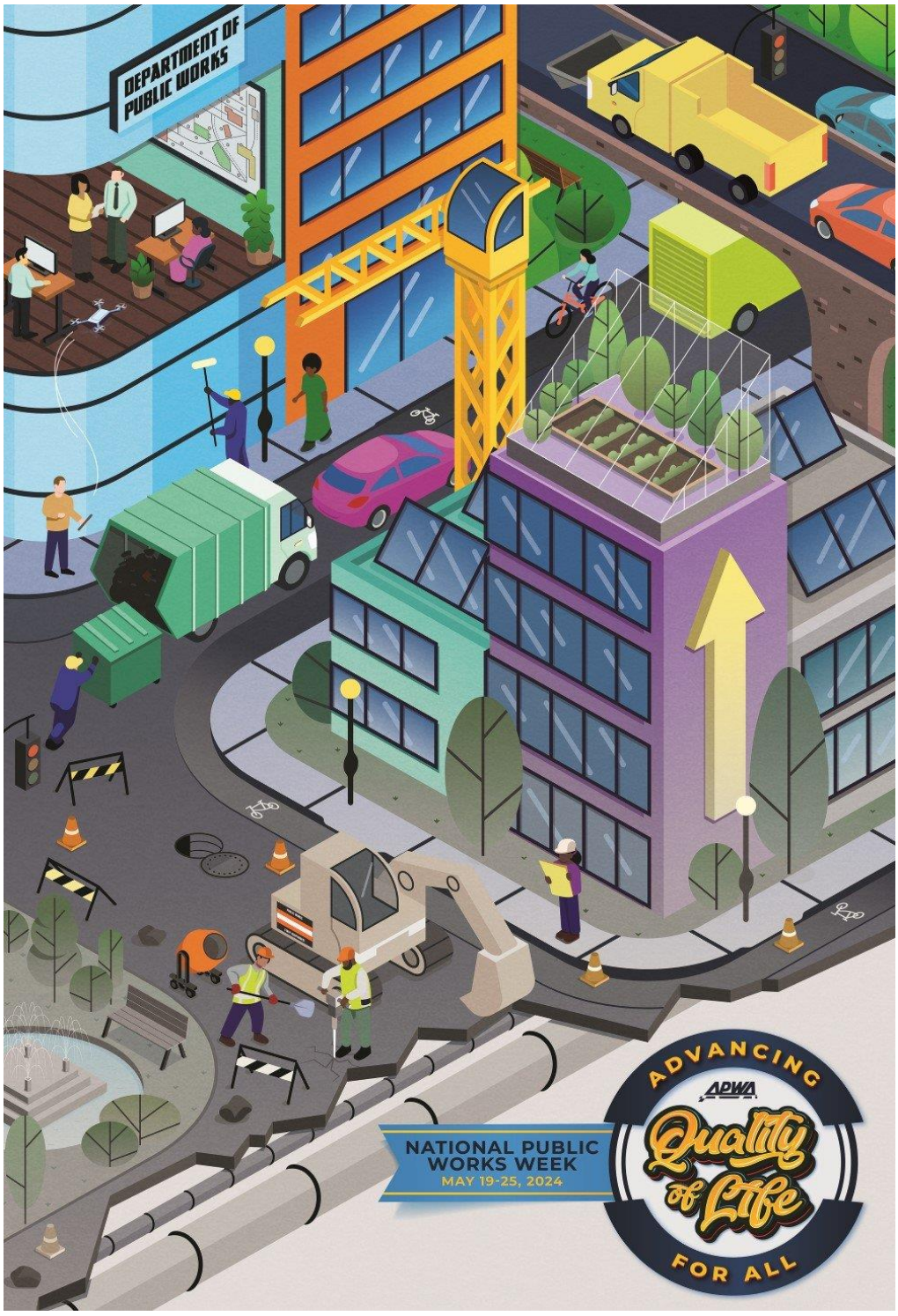
ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
Recognize May 19 - 25, 2024, as National Public Works Week.

ATTACHMENTS:
Attachment 1 - National Public Works Week Poster
Attachment 2 - National Public Works Week Proclamation

Attachment 1



OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, public works infrastructure, facilities and services are an integral part of our citizens' everyday lives and of vital importance to sustainable communities and the health, safety, and well-being of the people of Duncanville; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees from your local Public Works Department, who are responsible for and who plan, design, build, operate and maintain the transportation, water supply, water treatment, public buildings, structures and facilities, and who deliver solid waste services, transit, and fleet services which are essential to serve our citizens; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff our Public Works Department is materially influenced by the peoples' attitude and understanding of the importance of the work they perform; and

WHEREAS, the men and women of the Public Works Department of the City of Duncanville unceasingly provide a vital public service.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby call upon all citizens of Duncanville and upon all patriotic, civic, and educational organizations to observe the week of May 19 – 25, 2024, as

NATIONAL PUBLIC WORKS WEEK

with appropriate ceremonies and observances in which all of our people may join in commemorating Public Works Department employees of the City of Duncanville, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to our community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the health, safety, and well-being of all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 7th day of May, 2024.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
A Proclamation recognizing May 13, 2024, as Police Memorial Day and May 12 - 18, 2024, as National Police Week.

Vision Statement:

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

STAFF RESPONSIBLE:
Matthew Stogner, Interim Chief of Police

BACKGROUND/HISTORY:
In 1962, President John F. Kennedy signed a proclamation that designated May 15th as Peace Officers Memorial Day and the week in which that date falls as National Police Week.

The City of Duncanville has historically recognized National Police Week and Police Memorial Day. This year, 2024, National Police Week is May 12-18, and Monday, May 13th, is Police Memorial Day. The Mayor traditionally recognizes these events by proclamation.

The Police Department will hold its Police Memorial Day on Monday, May 13th, at 4:00 p.m. at the Poe-Hobden Amphitheater in Armstrong Park.

POLICY EXPLANATION:
National Police Week was established as a time for law enforcement officers, survivors, and their families to come together to celebrate the lives and sacrifices of those officers who gave the ultimate sacrifice for our safety. On December 3, 1979, while the citizens of Duncanville slept, Officer Roger Hobden and Sergeant Michael Poe were killed in the line of duty in a motor vehicle accident when their patrol vehicle was struck, head-on, by a suspect fleeing from the Dallas Police Department.

Each year, the Duncanville Police Department asks the Mayor to recognize National Police Week and Police Memorial Day through Proclamation and in turn, the Police Department invites the families of Officer Hobden and Sergeant Poe to witness and be part of our memorial ceremony as our honored guests. In addition to the officers, all other city personnel and citizens are invited to attend the ceremony as we recognize not only our own sacrifice within the "thin blue line," but also the sacrifices made by all officers across our great nation.

FUNDING SOURCE:

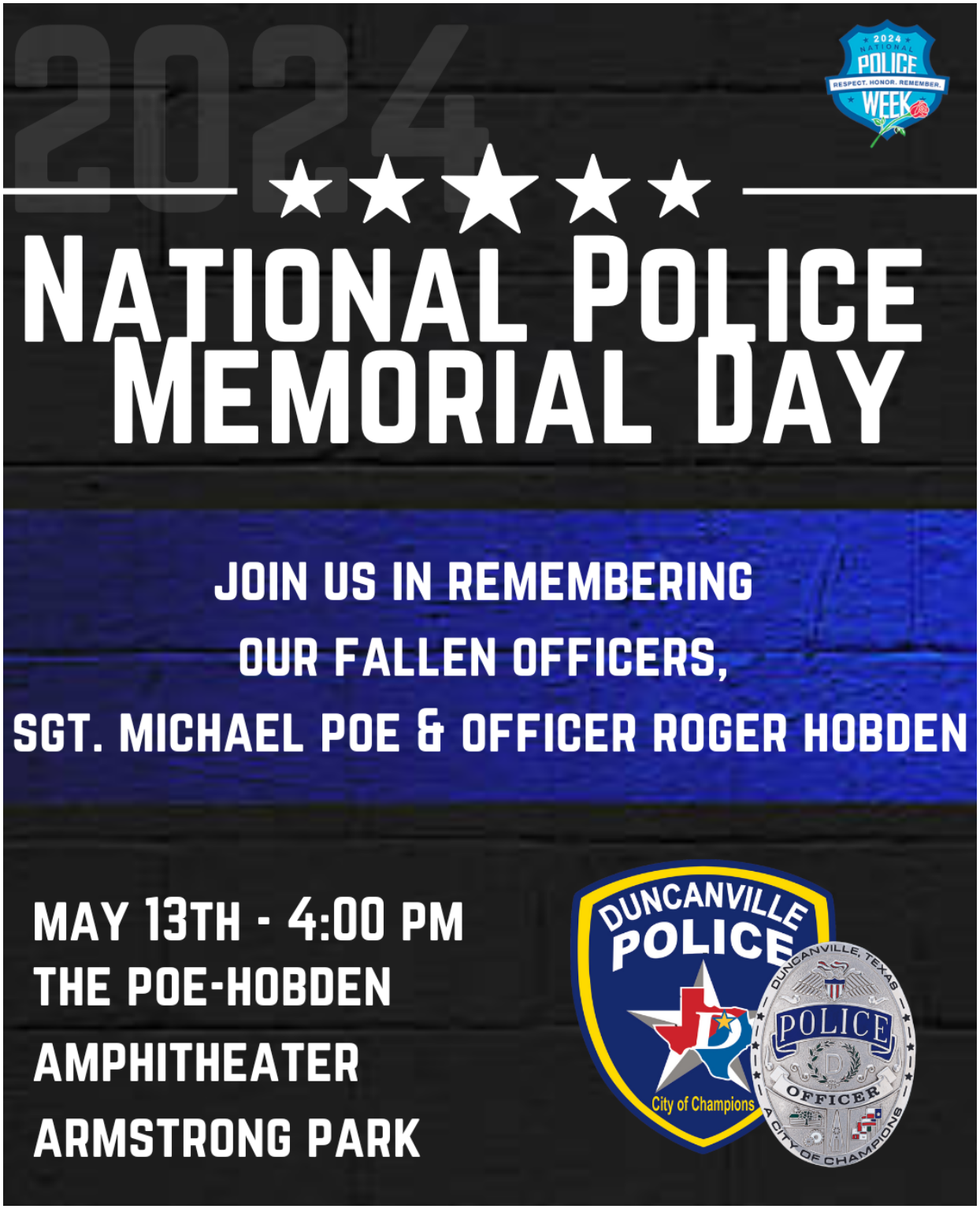
ORG and Object Number

N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
2023 Police Memorial Day
Proclamation - National Police Week


2024
NATIONAL POLICE WEEK
RESPECT. HONOR. REMEMBER.
NATIONAL POLICE MEMORIAL DAY
JOIN US IN REMEMBERING
OUR FALLEN OFFICERS,
SGT. MICHAEL POE & OFFICER ROGER HOBDEN
MAY 13TH - 4:00 PM
THE POE-HOBDEN
AMPHITHEATER
ARMSTRONG PARK
DUNCANVILLE POLICE
City of Champions
DUNCANVILLE, TEXAS
POLICE
OFFICER
A CITY OF CHAMPIONS

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the Congress and President of the United States have designated May 15th, 2024 as Peace Officers Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Duncanville play an essential role in safeguarding the rights and freedoms of the citizens of Duncanville; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Duncanville unceasingly provide a vital public service.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby call upon all citizens of Duncanville and upon all patriotic, civic, and educational organizations to observe the week of May 12 – 18, 2024 as

NATIONAL POLICE WEEK

with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers of the City of Duncanville, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to our community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Duncanville to observe May 15, 2024, as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 13th day of May, 2024.

Mayor, The City of Duncanville

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, April 2, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, April 2, 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 Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Councilmember Joe Veracruz

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

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

2. CITY COUNCIL CALENDAR

City Secretary Chiquita Taylor reviewed additions to the council calendar.

3. BRIEFINGS / PRESENTATIONS

The briefing Session was adjourned at 7:10 p.m.

In the interest of time, Items A, B, D, and E were moved to the Staff Reports section of the agenda.

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

B. ***Council to receive a briefing on Official Sister City Recognition.***

C. ***Presentation on the Dallas County Inland Port Flood Planning Study by Dallas County Commissioner John Wiley Price.***
Commissioner Price introduced staff and contractors who presented on the Dallas County Inland Port Flood Plain Management Study.

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

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.***

EXECUTIVE SESSION

No Executive Sessions were held.

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

The City Council convened into Regular Session in the Council Chambers at 7:18 p.m. with Mayor Gordon presiding.

Councilmember McBurnett delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

Draft

1. REPORTS

A. ***Mayor's Report.***

Councilmember Jeremy Koontz made a motion to extend the time beyond the three-minute limit, Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

Mayor Gordon thanked the Parks and Recreation staff for the success of the Eggstravaganza event this past Saturday. He encouraged citizens to volunteer for upcoming Property Improvement Project (PIP) days with the First United Methodist Church. April 6th is the Kidsville and Splashpad Grand Opening at 4:00 pm.
Mayor Gordon presented the Champions of the City to John and Charla Guyon.

B. ***Councilmembers' Reports***

Councilmember Koontz thanked Crime Prevention Officer Arias and Interim Police Chief Stogner for meeting with citizens in his neighborhood regarding establishing a neighborhood watch. He also encouraged citizens to organize a neighborhood watch in their communities. Councilmember McBurnett commented that the egg hunt and the Kidsville opening were well done. He added that April 30th is the first Ladd Fest. The Audit for FY22 is complete and he commended the staff on getting this accomplished. Councilmember Gooden also commented staff on the success of the Eggstravanza. She thanked Ms. Taylor and Ke'ryn Smith with the City Secretary's office for taking care of the council. She also reiterated the importance of the PIP days project and encouraged citizens to volunteer.

C. ***City Manager's Report.***

Mr. Finch recognized retiring Fire Chief Sam Rhode for his years of service and the appointment of Interim Fire Chief Greg Chase. He added Fire Station 271 is now open, and the firefighters have moved in. He recognized the new Project Manager, Portia Hogg and the work of Budget Administration Jennifer Otey on the FY25 budget.

2. PROCLAMATIONS AND PRESENTATIONS

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:

Draft

Patrick Harvey
1010 Huntington
Audit

Mark Graham
410 Sante Fe Trail
Ladd preserve

Homer Fincannon
546 Wind River
Easement problems

Emily Bridges
418 Oleander St.
Cleanliness

Gail Sliger
1405 S. Main
Financial Audit

Patricia Ebert
115 S. Greenstone
Duncanville Police Dept.

Future Madame POTUS
3816 Castle Hills Dr.
Mayor Gordon stopped comment due to electioneering

Zeek Martinez
725 Meadowglen Dr.
LPR Cameras with Flock Inc. - email

Chinyere Ugorji
Thank you to the Mayor and Council - email

4. CONSENT AGENDA

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

A. ***Consider the Minutes for the March 19, 2024, City Council Regular Meeting.***

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.***

C. ***Council to consider a resolution confirming the City Manager's appointment of Greg Chase as the Interim Fire Chief.***

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'.***

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.***
Moved to individual consideration item 5F.

Draft

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.***

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.***

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.***

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.***
Moved to individual consideration item 5G.

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.***
Moved to individual consideration item 5H.

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.***
Chuck Kozlik with McConnell Jones attended the meeting virtually and presented the audit results and the Annual Comprehensive Financial Report (ACFR) presented to the Audit Committee on March 14, 2024.

Councilmember Don McBurnett made a motion to approve the consent agenda items as stated, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ***Take any necessary action as a result of the Executive Session.***
No 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.***
Presented by Planning and Zoning Director Nathan Warren.

Mayor Gordon opened the public hearing at 8:06 p.m.

In Favor:
None

Opposed:
None

Councilmember Don McBurnett made a motion to close the public hearing, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

Mayor Gordon closed the public hearing at 8:07 p.m.

Draft

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

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

Mayor Gordon opened the public hearing at 8:11 p.m.

In Favor:
None

Opposed:
None

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

Mayor Gordon closed the public hearing at 8:11 p.m.

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

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.***
Presented by Nathan Warren.

Mayor Gordon opened the public hearing at 8:15 p.m.

In Favor:
None

Opposed:
None

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

Mayor Gordon closed the public hearing at 8:15 p.m.

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

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. Danieldale Road, #100, Duncanville, Texas 75137.***
Presented by Economic Development Coordinator Jerimiah Brewer.

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

Draft

F. ***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.***

Presented by Parks and Recreation Director Bart Stevenson.

Councilmember Koontz asked about the insurance requirement in the contract. City Attorney Hager stated the standard requirement for insurance is one million on city property. The vendor said they could not provide the amount of insurance. Mr. Koontz asked that Robbie Robbins, with the Texas Master Naturalist, approach the lectern to answer questions. Mr. Robbins stated they are a mostly volunteer organization to assist cities. Usually, it was not a formal contract but a letter of agreement. Mr. Hager stated that his job is to protect the city and that he has given his best legal advice. Mr. Koontz asked Mr. Stevenson if he had reached out to other cities as to their practice. Mr. Stevenson stated the city has other agreements that are not as formal.

Mayor Pro Tem Contreras asked Mr. Hager if there was some type of waiver that would protect us. Mr. Hager stated the waiver would not protect the city against everything that may occur.

MPT Contreras and CM Koontz request this item be tabled.

Councilmember Jeremy Koontz made a motion to table this item until the next meeting, Councilmember Don McBurnett seconded the motion. The vote was cast 5 for, 1 against (Mayor Barry L. Gordon), with Councilmember Joe Veracruz absent.

G. ***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.***

Presented by Interim Public Works Director Jacqueline Culton.

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

H. ***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.***

Presented by Chief Procurement Officer Elton Brock.

Councilmember At-Large DeMonica Gooden made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Joe Veracruz absent.

6. STAFF AND BOARD REPORTS

A. ***Review current Boards and Commission vacancies***

Presented by Chiquita Taylor.

B. ***Council Briefing on Hotel Occupancy Tax expenditure process.***

City Manager Finch presented the proposal to develop a policy for using Hotel Occupancy Tax funds. Mayor Gordon suggested we consult with hotel owners for input on increasing the hotel occupancy tax. Mayor Pro Tem Contreras agreed.

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.***

Presented by Mr. Finch.

Draft

D. ***Receive the Monthly Financial Report as of February 29, 2024***
Presented by budget Administrator Jennifer Otey.

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

Presented by Assistant to City Manager David Kees. Mr. Maxwell with Swagit was available to answer questions. He stated the challenges with voting boards and graphics have been resolved.

F. ***Council to receive a briefing on Official Sister City Recognition.***
Presented by Mayor Gordon. He stated our current agreement with the city in Italy is informal. He would like Duncanville to register with Sister City International and make this a formal agreement and recognition. Since he is not seeking reelection, he would like us to continue with this in his absence but would not want to create a Sister City Commission, as it will create problems in the future.

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

Presented by Interim Police Chief Matt Stogner.

H. ***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.***
Presented by Interim Fire Chief Greg Chase.

ADJOURNMENT

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

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville City Council Meeting Minutes
Planning Workshop Meeting
Tuesday, April 9, 2024

CALL TO ORDER
A Planning Workshop meeting of the Duncanville City Council was called to order on Tuesday, April 9, 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:

WORKSHOP ITEMS ONLY: NO ACTION WILL BE TAKEN

Citizen comments:
Patricia Ebert
115 S. Greenstone
Adding Code Officer

1. **Discuss topics related to Bond Projects, Capital Improvement Projects, and Funding Strategies**

   Mayor Gordon read the item into the record.
   Budget Administrator Jennifer Otey presented the status of Bond Projects and Capital Improvement Projects. She stated that we would like to prioritize them for the FY25 budget, taking into account the Facility Needs Assessment Study.

   The council reviewed and discussed the proposed projects.

   Mayor Gordon recessed the meeting at 7:44 p.m.

   Mayor Gordon reconvened the meeting at 7:50 p.m.

   The council has indicated its current priorities as:
   - AMI (Advanced Metering Infrastructure)
   - Fieldhouse HVAC
   - Police Building
   - Drainage Assessment (Water/Wastewater Master Plan)
   - Service Center

2. **General Discussion**
   Councilmember Gooden requested an update and further discussion on Boards and Commissions be added to a future agenda.

ADJOURNMENT
The meeting was adjourned at 9:12 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, April 16, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, April 16, 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

Briefing Session was adjourned at 6:54 p.m.

A. ***Review current Boards and Commissions processes and possible updates***

Ms. Taylor reviewed current status and proposed updates to Boards and Commissions.

EXECUTIVE SESSION

The Executive Session was added as part of the Supplemental Agenda and moved to the end of the regular session.

1. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section 551.089, Deliberation regarding security devices and communication systems of the City of Duncanville; and, Section 551.074 regarding personnel matters,to deliberate the appointment and duties of the City Manager

Mayor Gordon convened the Executive Session at 8:27 pm.
The Executive Session was closed at 9:54 p.m.

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 7:01 p.m. with Mayor Gordon presiding.

Councilmember McBurnett delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

Draft

1. REPORTS

A. ***Mayor's Report.***

Mayor Gordon took a moment to express his concern and condolences to the family involved in yesterday's tragedy. He thanked the Police and Fire responders and prayed for the family and first responders involved.

He thanked the park and recreation staff for the success of the Kidsville opening event and added that the eclipse was a great, well-planned event.

April 25th is the final Coffee with the Mayor.

B. ***Councilmembers' Reports***

Councilmember McBurnett commended the Parks and Recreation staff on this past week's events. The Light of Hope and PIP Days are coming up on April 25th and 26th, and the first annual Ladd fest is coming up on April 30th.

C. ***City Manager's Report.***

Mr. Finch thanked the council for recognizing the staff and the public for their patience when dealing with phone and internet issues.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Presentation of 2024 Best Southwest Scholarship award winner***

Mayor Gordon presented Kevin Vega with the Best Southwest scholarship. Amanda Skinner and Chad McCurdy of Cedar Hill Council assisted in presenting the $1000 scholarship to Kevin Vega of Duncanville High School.

B. ***Proclamation recognizing May 2, 2024 as National Day of Prayer in Duncanville***

Mayor Gordon read and presented the proclamation to Chris Gutierrez, Senior Pastor at Arise Church.

C. ***Champion of the City presentation***

Mayor Gordon presented the Champion of the City to Richard and Chris Dodge.

D. ***Proclamation for Crime Victims' Rights Week, April 21 - 27, 2024.***

Councilmember McBurnett presented the proclamation to Kristen Downs and Maria Lopez, representing the Police Department.

E. ***Proclamation in recognition of Earth Day in Duncanville 2024.***

Councilmember Gooden read and presented the proclamation to Tyler Agee representing Keep Duncanville Beautiful and the Parks and Recreation department.

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

Draft

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

Erika Browning
442 E Cherry St.
Infrastructure and Budget/Taxes

Emily Bridges
418 Oleander St.
Parks and Recreation Staff

4. CONSENT AGENDA

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

A. ***Consider a resolution authorizing the City Manager to officially register the City of Duncanville for the designation of Sister City with the City of Monasterolo di Savigliano, Italy, through Sister City International, at such date as may be appropriate, and to coordinate the official recognition with the appropriate elected officials and representatives of Duncanville and Monasterolo di Savigliano; and, providing for an effective date.***

B. ***Council to consider a resolution approving an agreement with Matrix Consulting Group to conduct a public safety operational analysis for Police and Fire with an expenditure amount not to exceed $134,900.00; authorizing the City Manager to execute all documents required for such agreement; and establishing an effective date.***

C. ***Consider a resolution approving a contract with Withum, Smith, & Brown, PC in an expenditure amount not to exceed $80,000.00.***

D. ***Consider an ordinance amending the FY 2023-2024 budget by appropriating fleet replacement fund balance and amending expenditures for fleet replacements.***

E. ***Consider a Resolution authorizing the award of RFB 24-0015 Oriole Blvd Sidewalk Improvements to Meca Construction LLC through the City's competitive bid process for sidewalk improvements on Oriole Blvd with a contract amount of $487,834.45; and an additional appropriation of $48,783.45 as a project contingency for a total amount not to exceed $536,617.90.***

F. ***Consider a Resolution authorizing an agreement with Environmental Group Southwest (EGSW) for grease and odor bioremediation products via sole source procurement for a one-year term, with the option to renew for up to four additional one-year terms for a total contract amount not to exceed $125,000.00 over the five years, subject to the exercise of a contract renewal and City Council appropriation.***

G. ***Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Curtco, Inc., for pavement crack and joint sealing services through City of Grand Prairie Contract 21186 R2 in an estimated expenditure amount of $150,000.00.***

H. ***Consider a Resolution awarding RFP 24-0016 Traffic Operations Construction and Maintenance Services to Yunex LLC through the City's competitive proposal process for traffic infrastructure construction and maintenance services; and authorizing a contract for a three-year term with the option to renew for up to three additional one-year terms for a total contract amount not to exceed $3,576,505.00 over the six years, subject to the exercise of a contract renewal and City Council appropriation.***

I. ***Consider a resolution authorizing the procurement of a 2024 Ford F-550 Brushfighter Small Brush Truck from Daco Fire Equipment Through Buy Board Cooperative Purchasing Agreement #651-21, in the expenditure amount of $236,789.00; authorizing the City Manager to execute the necessary documents; and providing for an effective date.***

Draft

J. ***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.***

Councilmember Don McBurnett made a motion to approve the consent agenda as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to DW Cedar Ridge, LLC, in an amount not to exceed $103,747 for buildings located at 102-110 N Cedar Ridge., Duncanville, Texas, 75116.***
Presented by Economic Development Coordinator Jerimiah Brewer. Will Walters, representing DW Cedar Ridge, was present to answer questions.

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

C. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community and Economic Development Corporation (DCEDC) to DS0910 Smoothies, LLC, in an amount not to exceed $163,000.00 for a building located at 103 N. Cedar Ridge Drive, Ste. 100, Duncanville, Texas, 75116***
Presented by Mr. Brewer.

Councilmember Jeremy Koontz made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 7 for, 0 against.

6. STAFF AND BOARD REPORTS

A. ***Receive Duncanville Fire Department Quarterly Report***
Presented by Interim Fire Chief Greg Chase.

Mayor Gordon recessed the regular session at 8:19 p.m. to convene the Supplemental Meeting.

Mayor Gordon reconvened to regular session at 9:56 p.m.

ADJOURNMENT

The meeting was adjourned at 9:56 p.m.

ATTEST:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Consider a Resolution authorizing Linebarger Goggan Blair & Sampson, LLP, to obtain an order of sale which will allow for the foreclosure of; and, to authorize the sale of the properties by Dallas County at public or private sale in accordance with Section 34.05 of the Texas Property Tax Code, for the following property: 1011 Joes Dr.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, CFO and Managing Director of Fiscal Services

BACKGROUND/HISTORY:
A tax lawsuit has been filed on the property commonly known as 1011 Joes Dr

As of this date the judgement amount for each remains unpaid. This action would authorize Linebarger Goggan Blair & Sampson, LLP to obtain an Order of Sale for the property which will allow for the foreclosure and sale of the property, authorize the Sheriff of Dallas County to offer the property for sale by public auction, and authorize Dallas County to serve as selling agent and resell the property if a satisfactory bid is not received at the Sheriff's Sale.

The City Council approved a resolution and an interlocal agreement with Dallas County at its April 2, 2013 City Council meeting to allow Dallas County to serve as a selling agent in the reselling of foreclosed property if not sold at the Sheriff's Sale. The property at 1011 Joes Dr. will not be entered into this resale program if not sold at the Sheriff's Sale.

POLICY EXPLANATION:
Dallas County will serve as the agent to resell these properties with the exception of 1011 Joes Dr. All the net proceeds from the sale are rendered to the appropriate agencies based upon the share of outstanding taxes on each parcel owed to the City of Duncanville, Duncanville ISD, and Dallas

County (also includes Parkland Hospital District, Community College District and School Equalization Fund).

FUNDING SOURCE:

ORG and Object Number

.

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

ACTION ALTERNATIVES:

1. Approve Linebarger Goggan Blair & Sampson, LLP to obtain an Order of Sale, at the funding funding amount of $0.00.
2. Do not approve Linebarger Goggan Blair & Sampson, LLP to obtain an Order of Sale, at the funding funding amount of $0.00.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-263 - Sale of Foreclosed Properties - Pdf

RESOLUTION NO. 2024-263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, TO OBTAIN AN ORDER OF SALE WHICH WILL ALLOW FOR THE FORECLOSURE AND TO AUTHORIZE THE SALE BY DALLAS COUNTY AT PUBLIC OR PRIVATE SALE IN ACCORDANCE WITH SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE, FOR THE FOLLOWING PROPERTY: 1011 JOES DRIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 7, 2024 wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest bidder by public or private sale; and

WHEREAS, a tax lawsuit has been filed on the parcel of land commonly known as 1011 Joes Drive; and

WHEREAS, judgement authorizing the sale of each said parcel was entered by the court and as of this date the judgement remains unpaid; and

WHEREAS, by this resolution the City authorizes Linebarger Goggan Blair & Sampson, LLP to obtain an order of sale which will allow for the foreclosure, and authorize the sale of the subject property by the Sheriff of Dallas County at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalties, interest, and court costs; and

WHEREAS, by this resolution the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell certain parcels of land for which the Sheriff of Dallas County does not receive a sufficient bid as set by law and to execute a quitclaim deed for said parcels of land conveying to the purchaser the right, title, and interest acquired or held by the City of Duncanville as Trustee for itself and the other taxing entities who were parties to the judgment foreclosing tax liens on the parcels of land; and

WHEREAS, the City of Duncanville and the taxing units involved desire to sell said parcel of land in an expeditious manner pursuant to Section 34.05 of the Texas Property Tax Code and the City of Duncanville to receive its pro-rata share of the proceeds.

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

SECTION 1. The Duncanville City Council does hereby authorize Linebarger Goggan Blair & Sampson, LLP to obtain an order to specifically provide the Sheriff of Dallas County and the County of Dallas to act as Trustee to offer for sale by public or private sale the said parcel of land (attached as Exhibit “A” hereto and made a part hereof) in accordance with an interlocal agreement between the City of Duncanville and Dallas County.

SECTION 2. The Duncanville City Council does hereby consent to the sale of said parcel of land to the highest purchaser, even if the amount tendered is (1) less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property as provided by Section 34.05(i) of the Texas Property Tax Code, or (2) for an amount equal to or greater than its current market value if (a) the sum of the amount of the judgment plus post-judgment taxes, penalties, and interest owing against the property exceeds the market value and (b) each taxing unit entitled to receive proceeds of the sale consents to the sale for that amount as provided by Section 34.05(j) of the Texas Property Tax Code.

SECTION 3. The Duncanville City Council does hereby authorize the City Manager to execute the necessary documents in conformity with this Resolution for the properties identified in Exhibit "A".

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 7th day of May, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
2323 BRYAN STREET SUITE 1600
DALLAS, TX 75201

(214) 880-0089
(800) 441-0960
(469) 221-5001 FAX

April 12, 2024

Mr. Douglas E. Finch, MPA
City Manager
City of Duncanville Manager's Office
203 E Wheatland Road
Duncanville, Texas 75116

RE: 1011 JOES DR, DUNCANVILLE, TX 75116 Dallas County, Texas
SUIT NO. TX-19-00778; DALLAS COUNTY ET AL VS. TEXAS CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, ET AL

Dear Mr. Finch:

Enclosed is the Sheriff Deed for the above referenced file and property. **You must have the Sheriff Deed recorded as soon as possible.** The Sheriff Deed should be mailed to the Dallas County Clerk's Office, 509 Main Street, 2nd Floor, Dallas, Texas, 75202. The standard filing fee is $16.00 for the first page and $4.00 per page thereafter per document. (Do not send cash).

It is your responsibility to have the document(s) recorded immediately to assure the Sheriff Deed is a part of deed records.

Please call me if you have any questions or need additional information.

Sincerely,

Karen Bishop
Client Liaison

Enclosure(s)

Sheriff's Deed
040224-05

The State of Texas, } ***KNOW ALL MEN BY THESE PRESENTS:***
County of Dallas.

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."

THAT, WHEREAS, By virtue of a certain **Order of Sale**, issued out of the **Honorable 14th Judicial District Court**, on **25th day of January, A. D. 2024** in and for Dallas County, Styled **Dallas County, Et Al, Plaintiff -versus- Texas Conference Association of Seventh-Day Adventists, et al, Defendant, Case No. TX-19-00778.** On a certain judgment and Decree of Foreclosure rendered on **9th day of June, 2020** by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, **Marian Brown, Sheriff,** aforesaid, did upon the **21st** day of **February, A.D.,2024,** execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the **DAILY COMMERCIAL RECORD** a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by **MAILING** a written notice of such sale **Hector Ugalde A/K/A Hector Eugaldo; Debra Gray A/K/A Debra Anne Dunham (In Rem Only)** and on the **1st** Tuesday in **April, A.D. 2024** it being the **2nd** day of the month, within the hours prescribed by law (9:00 A.M.) sold said real property on the Online Real Auction in County of Dallas, at which sale the real property herein after described was struck off to **City of Duncanville on behalf of itself and as trustee for Dallas County and Duncanville School District** for the sum of **$16,372.46 Dollars** as there were no bids taken on that property therefore.

NOW, THEREFORE, in consideration of the premises aforesaid and of the payment to me of the said sum of **$16,372.46 Dollars,** the receipt of which is hereby acknowledged, I, **Marian Brown, Sheriff** as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said **City of Duncanville on behalf of itself and as trustee for Dallas County and Duncanville School District** all of the estate, right, title and interest which the said **Defendant** had on the **9th day of June, A.D. 2020** or at any time afterwards, in and to the following described real property, same being also described in the said **Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:**

PROPERTY ADDRESS: 1011 JOES DRIVE, DUNCANVILLE, DALLAS COUNTY, TEXAS. ACCT. NO. 60094500020180000; BEING PART OF LOT 18 IN BLOCK 2 OF THE IRWIN KEASLER DEVELOPMENT RED BIRD ADDITION UNIT NO. 2, AN ADDITION IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AS SHOWN BY THE WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 201900141128 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1011 JOES DRIVE, THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said **City of Duncanville on behalf of itself and as trustee for Dallas County and Duncanville School District** heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 9th day of April, A.D. 2024.

MARIAN BROWN, SHERIFF,
DALLAS,COUNTY,TEXAS

by _____
Deputy L. Tapp #411, Deputy B. House #517

The State of Texas}
County of Dallas

BEFORE ME, HOLLY VICTORIA PENA, A Notary Public on this day personally appeared **Deputy Larry Tapp, #411, Deputy B. House #517** Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 9th day of April, A.D. 2024.

NOTARY PUBLIC STATE OF TEXAS
Holly Victoria Pena
My Commission Expires
06/04/2025
ID No. 133140652

_____
Notary Public, State of Texas
Commission Expires 06-04-2025

The State of Texas}
County of Dallas

I _____ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the _____ day of _____A.D. 2024, at _____o'clock ___M, and duly recorded the _____ day of _____ A.D., 2024, in Volume _____, Page _____ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This _____ of _____ A.D.2024.

_____
County Clerk Dallas County, Texas.

By _____
Deputy

SUIT NO. TX-19-00778

DALLAS COUNTY, ET AL	§	IN THE DISTRICT COURT
	§	
VS.	§	14TH JUDICIAL DISTRICT
	§	
TEXAS CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, ET AL	§	DALLAS COUNTY, TEXAS

JUDGMENT

BE IT REMEMBERED that on this day came on to be considered the above-numbered and entitled cause wherein **DALLAS COUNTY, PARKLAND HOSPITAL DISTRICT, DALLAS COUNTY COMMUNITY COLLEGE DISTRICT, DALLAS COUNTY SCHOOL EQUALIZATION FUND, DUNCANVILLE INDEPENDENT SCHOOL DISTRICT AND CITY OF DUNCANVILLE** are the Plaintiffs;

The Defendant(s) are as follows:

Hector Ugalde a/k/a Hector Eugaldo who was duly served with citation which has been returned to this court and has been on file for more than ten (10) days, failed to appear or answer and wholly made default.

Debra Gray a/k/a Debra Anne Dunham (In Rem Only) who was duly served with citation which has been returned to this court and has been on file for more than ten (10) days, failed to appear or answer and wholly made default.

All parties appearing announced ready for trial and, no jury having been demanded, all questions of fact were submitted to the Court. The Court having considered the pleadings on file, and after hearing the evidence and arguments of counsel, is of the opinion that Plaintiffs are entitled to judgment against the Defendant(s) **Hector Ugalde a/k/a Hector Eugaldo and Debra Gray a/k/a Debra Anne Dunham (In Rem Only)** in the liquidated amounts set forth herein.

This is an action brought by Plaintiffs pursuant to Chapter 33 of the Texas Property Tax Code. The property subject to taxation by Plaintiffs and the amount of delinquent taxes, penalties, interest and fees as established by the evidence and for which judgment is entered are set forth below:

PROPERTY AND AMOUNTS OWED

ACCT. NO. 60094500020180000; BEING PART OF LOT 18 IN BLOCK 2 OF THE IRWIN KEASLER DEVELOPMENT RED BIRD ADDITION UNIT NO. 2, AN ADDITION IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AS SHOWN BY THE DUPLICATE SHERIFF'S DEED RECORDED AS INSTRUMENT NUMBER 201900141128 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, ATTACHED HERETO AS EXHIBIT "A", AND MORE COMMONLY ADDRESSED AS 1011 JOES DRIVE, THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.

Adjudged value: $15,000.00

	TAXES, PENALTY, INTEREST & FEES
DALLAS COUNTY **Year(s) Due: 2005 - 2019**	**$838.05**
PARKLAND HOSPITAL DISTRICT **Year(s) Due: 2005 - 2019**	**$959.78**
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT **Year(s) Due: 2005 - 2019**	**$372.48**
DALLAS COUNTY SCHOOL EQUALIZATION FUND **Year(s) Due: 2005 - 2019**	**$28.29**
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT **Year(s) Due: 2005 - 2019**	**$5,355.93**
CITY OF DUNCANVILLE **Year(s) Due: 2005 - 2019**	**$2,602.95**
TOTAL DUE:	**$10,157.48**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiffs shall recover judgment against Defendant the sum of **$10,084.81** together with applicable penalty and interest as permitted under Chapter 33 of the Texas Property Tax Code, said amounts accruing thereon as long as the tax (or any portion thereof) remains unpaid, regardless of the entry of this judgment.

It is further ORDERED, ADJUDGED AND DECREED that Plaintiff(s) **COUNTY OF DALLAS, the DALLAS COMMUNITY COLLEGE DISTRICT, the PARKLAND HOSPITAL DISTRICT and the DALLAS COUNTY SCHOOL EQUALIZATION FUND** shall be awarded the sum of **$16.73**, which the Court finds to be reasonable attorney's fees pursuant to Section 33.48(5) of the Texas Property Tax Code, said amount to be charged as costs of court.

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff, **DUNCANVILLE INDEPENDENT SCHOOL DISTRICT**, shall be awarded the sum of **$36.70**, which the Court finds to be reasonable attorney's fees pursuant to Section 33.48(5) of the Texas Property Tax Code, said amounts to be charged as costs of court.

It is further ORDERED, ADJUDGED and DECREED that the Plaintiff, **CITY OF DUNCANVILLE**, shall be awarded the sum of **$19.24**, which the Court finds to be reasonable attorney's fees pursuant to Section 33.48(5) of the Texas Property Tax Code, said amounts to be charged as costs of court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff, the CITY OF DUNCANVILLE have and recover of and from the Defendant(s) as named above, the sum of **$269.75**

being the weed lien **Instrument No. 201900261046** principal and interest owing to Plaintiff, the CITY OF DUNCANVILLE, plus post judgment interest thereon from date of judgment until paid.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that Plaintiffs shall recover as a part of the costs of court the sum of $350.00 for ascertaining the name and identity as to owners, mortgagees, description of property as prescribed by statute.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Plaintiffs also recover(s) judgment for all costs of suit and sale now or hereafter incurred; provided, however, that no personal money judgment is granted against any Defendant named In Rem herein unless otherwise provided below. The proceeds of any foreclosure sale in this cause shall be applied first to the payment of all accrued costs of suit and sale, and any residue shall be distributed as provided by law.

AND, IT IS FURTHER ORDERED, ADJUDGED and DECREED as follows:

That the Weed Lien, **Instrument No. 201900261046**, upon the hereinbefore described tract(s) securing the payment of said respective amounts be and the same are hereby foreclosed.

That a lien exists against each of the lots, tracts, or parcels of land, for the amount of the taxes, interest, penalties, abstractor's fees and costs of court found to be due on each particular lot, tract, or parcel of land, which lien is prior and superior to all claims, right, title, interest, or liens asserted by any Defendant(s), and that Plaintiffs have foreclosure of their liens on each of the lots, tracts, or parcels of land as against the Defendant(s) or any person claiming under the Defendant(s) by any right acquired during the pendency of this suit;

That, upon the request of any Plaintiff or Intervening taxing unit, an order of sale be issued by the Clerk directed to the Sheriff or any Constable of this County, commanding such officer to seize, levy upon, and advertise the sale of each of the tracts of land, and sell them to the highest bidder for cash, all to be done as under execution except as otherwise provided by Subchapter A of Chapter 34, TEXAS PROPERTY TAX CODE , such order to have all the force and effect of a writ of possession as between the parties to this suit and any person claiming under the defendant(s) by any right acquired pending this suit;

That such order of sale provide that the property may be sold to a taxing unit that is a party to this suit or to any other person, other than a person owning an interest in the property or any party to this suit that is not a taxing unit, for (1) the adjudged value of the property as set by this Court in the amount shown above, or (2) the aggregate amount of the judgments against the property, whichever is less;

That such order of sale also specify that the property may not be sold to a person owning an interest in the property or to a person who is a party to the suit other than a taxing unit unless: (1) that person is the highest bidder at the tax sale, and (2) the amount bid by that person is equal to or greater than the aggregate amount of the judgments against the property, including all costs of suit and sale;

That the net proceeds of any sale of such property made hereunder to any purchaser other than a taxing unit who is a party to this suit shall be applied to satisfy the judgment and liens foreclosed herein, but any excess in the proceeds of sale over the amount of judgment, the costs of suit and sale and other

expenses chargeable against the property, shall be paid into the registry of the court and disbursed therefore as provided by law;

That the owner of such property, or anyone having an interest therein, or their heirs, assigns, or legal representatives, may redeem such property in the time and manner prescribed by law;

That the officer executing the order of sale shall make proper conveyance to the purchaser(s) of the land, as prescribed by law, subject to such right of redemption, that the clerk of this Court issue a Writ of Possession to the purchaser at the sale or to the purchaser's assigns no sooner than 20 days following the date on which the purchaser's deed from the officer making the sale is filed of record; and that the officer charged with executing the writ shall place the purchaser or the purchaser's assigns in possession of the property without further order from any court and in the manner provided by the writ, subject to any notice to vacate that may be required to be given to a tenant under Section 24.005(b), Property Code.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that all costs herein are taxed against the Defendant(s) and for all of the foregoing judgment let execution issue.

All relief prayed for in any of the pleadings in this cause which is not specifically granted by this judgment is hereby denied. This judgment finally disposes all parties and all claims and is appealable.

SIGNED this the 9th day of June, 20 20.

M. Kent Sims
JUDGE PRESIDING
M. Kent Sims, Retired 31st District
Judge, Sitting for 14th District Court

Sheriff's Deed

060606-66

Duplicate Deed

The State of Texas, } *KNOW ALL MEN BY THESE PRESENTS:*



20190814112S

SHERIFF DEED 1/2

County of Dallas.

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."

THAT, WHEREAS, By virtue of a certain **Order of Sale,** issued out of the Honorable 68th Judicial District Court, on the 20th day of April, A.D.,2006 in the case styled Dallas County, Et Al, **Plaintiff(s)** -Versus- Texas Conference Assn. Of Seventh-Day Adventists, Et Al, **as Defendants(s),** Case No. TX-00-31437. On a certain Judgment and Decree of Foreclosure rendered on the 8th day of November, A.D. 2005 by said Court and directed and delivered to me as Sheriff of Dallas County, Texas commanding me to seize and sell the real property described in said Order of Sale, I, **Marian Brown, Sheriff,** aforesaid, did upon the 19th day of March, A.D. 2019 execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the **DAILY COMMERCIAL RECORD** a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by **MAILING** a written notice of such sale to Texas Conference Assn. Of Seventh-Day Adventists and on the first Tuesday in June, A.D. 2006 it being the 6th day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door.

The successful bidder, HECTOR EUGALDO **exhibited to me, Marian Brown, Sheriff as aforesaid, an unexpired written statement issued to** HECTOR EUGALDO **in the manner prescribed by Section 34.015, Tax Code, showing that : (1) there are no delinquent ad valorem taxes owed by** HECTOR EUGALDO **Dallas; and (2) for each school district or municipality having territory in the county there are no known or reported delinquent ad valorem taxes owed by** HECTOR EUGALDO **district or municipality.**

Therefore, at which sale the real property herein after described, was SOLD and CONVEYED to HECTOR EUGALDO for the sum of $8,500.00 **DOLLARS** that being the highest and best bid therefore; NOW, THEREFORE, in consideration of the premises aforesaid and of the payment to me of the said sum of $8,500.00 **DOLLARS,** the receipt of which is hereby acknowledged, I, **Marian Brown,** Sheriff as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said all of the estate, right, title and interest which the said Defendant had on the 8th day of November, A.D.,2005 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, All that certain lot, tract or parcel of land, lying in being situated in Dallas County, Texas and being more particularly described as follows:

PROPERTY ADDRESS: 1011 JOES RD DUNCANVILLE, DALLAS COUNTY, TEXAS. **PART OF LOT 18, IRWIN KEASLER DEVELOPMENT, RED BIRD ADDITION SITUATED IN CITY BLOCK 2 IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS AS SHOWN BY DEED OF RECORD IN VOLUME 85229 PAGE 2312 OF THE DEED RECORD OF DALLAS COUNTY, TEXAS AND MORE COMMONLY ADDRESSED AS 1011 JOES RD, DUNCANVILLE, DALLAS COUNTY, TEXAS.**

EXHIBIT "A"

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said HECTOR EUGALDO heirs and assigns, forever, as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 30th day of May, A.D., 2019.

MARIAN BROWN, SHERIFF
DALLAS COUNTY, TEXAS

B. House 517

Deputy Tim Davis #276, or Deputy B. House #517

The State of Texas, }

County of Dallas

BEFORE ME, Melda Cruz, **A Notary Public** on this day personally appeared **Deputy Tim Davis #276 or Deputy B. House #517,** Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as **Deputy Sheriff** therein set forth.

GIVEN UNDER my hand and Seal of Office, this 30th day of May, A.D., 2019.

MELDA CRUZ
Notary Public State of Texas
My Commission # 7362871
My Comm. Exp. June 7, 2020

Melda Cruz

Notary Public, State of Texas
Commission expires 6-7-20

The State of Texas, }

County of Dallas

I _____ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate o Authentication was filed for record in my office on _____ day of _____, A.D., _____ at _____ o'clock __M., and duly recorded the _____ day of _____ A.D., 2019, in Volume _____, and Page No._____ of the Records of Deed, etc. of Dallas County, Texas.

WITNESS MY HAND AND OFFICIAL SEAL This _____ **of** _____ **A.D. 2019.**

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
06/03/2019 03:14:27 PM
$30.00

_____

County Clerk Dallas County, Texas.

By _____

Deputy

201900141128

Send Deed To: HECTOR EUGALDO 823 CENTRE ST DALLAS TX 75208

FORM 313 – Order of Sale of Real Estate – Delinquent Tax.

STATE OF TEXAS

TO ANY SHERIFF OR ANY CONSTABLE OF THE STATE OF TEXAS – GREETINGS:
WHEREAS, on the **9th day of June, 2020,** in that certain Cause **No. TX-19-00778,**
Styled; **DALLAS COUNTY, ET AL vs. TEXAS CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, ET AL,** Wherein said plaintiffs, **DALLAS COUNTY; DUNCANVILLE INDEPENDENT SCHOOL DISTRICT; CITY OF DUNCANVILLE; PARKLAND HOSPITAL DISTRICT; DALLAS COUNTY COMMUNITY COLLEGE DISTRICT; DALLAS COUNTY SCHOOL EQUALIZATION FUND,** recovered judgment in the **14th District Court** of Dallas County, Texas, in Cause **No. TX-19-00778,** against Defendants, **HECTOR UGALDE A/K/A HECTOR EUGALDO; DEBRA GRAY A/K/A DEBRA ANNE DUNHAM (IN REM ONLY),** for delinquent taxes, penalty, interest and court cost for the years hereinafter shown upon the following described property:

(SEE JUDGMENT & EXHIBIT "A" ON ATTACHED PAGE)

PROPERTY ADDRESS: 1011 JOES DRIVE, DUNCANVILLE, DALLAS COUNTY, TEXAS
The amount of taxes, penalty and interest, recovered by each of said parties with interest thereon from the date of said judgment, against each of said tracts is as follows:

Name of Taxing Unit	Years	Taxes, Penalty & Interest Plus 12% % Interest Per Annum until paid
DALLAS COUNTY	2005-2019	$838.05
PHD	2005-2019	$959.78
DCCCD	2005-2019	$372.48
DCSEF	2005-2019	$28.29
DUNCANVILLE ISD	2005-2019	$5,355.93
CITY OF DUNCANVILLE	2005-2019	$2,602.95
CITY OF DUNCANVILLE WEED LIEN		
INSTRUMENT NO. 201900261046		$269.75
	TOTAL	$10,354.56

Cause No TX-19-00778

Whereas, said judgment directs the foreclosure of the liens created, established and continued on and against Each of the above tracts by reason of the levying and assessment of taxes (and misc. liens) on and against the Same and the delinquency thereof, and said taxes (and misc. liens) remaining unpaid and due to the parties Named in this suit as said liens now existing and at any time heretofore existing by reason of such levying, Assessment, and delinquency, for and on the dates and for the years above shown, all of which is of record and Fully shown by said judgment on file in said cause.

NOW THEREFORE, YOU ARE HEREBY COMMANDED TO seize, levy upon and advertise the sale as under execution each of said above described tract or tracts and sell each of same to the highest bidder for cash for each as under execution, provided, however, that none of said tracts shall be sold to the owner of said tract directly or indirectly or to anyone having an interest therein or to any party other than a taxing unit which is a party to this suit for less than the amount of the adjudged value of said tract or the aggregate amount of the judgments against said tract in said cause, whichever is lower; the said adjudged value or reasonable fair value of each of said tracts as set by this Court in accordance with the provisions of law is as follows:
Property Value: $15,000.00
If the Defendant **his or her** Attorney(s) shall at any time before the sale file with the Sheriff, or other officer in whose hands this Order of Sale shall be placed, a written request that the property described therein shall be divided and sold in less tracts than the whole, together with a description of said subdivisions, then such officer shall sell the land in such subdivisions as the Defendant(s) may request, and in such case shall only sell as many subdivisions as near as may be to satisfy this judgment, interest and costs; and it is further ordered by the court that the net proceeds of any sale of such property made hereunder to any party other than a taxing unit who is a party to this suit shall belong to and be distributed to all such taxing units which have been found to have tax liens (and misc. liens) against such property, pro rata and in proportion to the amounts of their respective tax liens (and misc. liens) as herein before established, but any excess in the proceeds of sale over and above the amount necessary to pay the taxes (and misc. liens) due, defray the costs of suit and sale and other expenses chargeable against said property, shall be paid to the parties legally entitled to such excess.

And it is further Ordered, Adjudged, and Decreed that the owner of such property, or anyone having an interest therein, or their heirs, assigns, or legal representatives, may, have the right to redeem said property as provided by law.

The officer executing this Order of Sale shall make proper conveyances to the purchaser(s) of said land, under and by virtue of said sale, upon **his/her** compliance with the terms of said sale within the time and in the manner provided for by law, and shall execute this writ according to its terms and the requirements of law.

HEREIN FAIL NOT, under penalty of law, and due return make of this writ, within **180** days from date hereof, With your endorsement thereon, showing how you have executed the same.

Issued and given under my hand and seal of said Court, at office in the County of **DALLAS,**
on this the 25th day of January, 2024

FELICIA PITRE
Clerk of the District Court of Dallas County, Texas
By , Deputy
DEBORA CLARK

Cause No. TX-19-00778

BILL OF COSTS

CLERK		EXECUTION COST	
Local Citation	$	Forwarded	$1,024.67
Foreign Citation	$325.00		
Publication Service	$	ISSUE O/SALE	$8.00
District Clerk's Fee	$277.00		
Abstract Fee	$350.00		
Sheriff's Fee	$		
State Clerk's Fee	$		
Master's Fee	$		
Bailiff's Fee	$		
Attorney's Fee	$72.67		
Attorney Ad Litem	$	Total Accrued Costs	$1,032.67
		TOTAL CREDITS	$-0-
FINAL COSTS	$1,024.67	Total Cost Due	$1,032.67

I HEREBY CERTIFY that the above is a true and correct Bill of Costs in the above entitled cause.

FELICIA PITRE
Clerk of the District Court of Dallas County, Texas

DISTRICT COURT OF DALLAS COUNTY, TEXAS

Deputy.
DEBORA CLARK

SHERIFF'S RETURN

CAME TO HAND on the _____ at_____o'clock A.M., and executed at _____in _____County, Texas on the _____ at _____o'clock ___M., by levying upon the following described land, property of the defendant, and situated in Dallas, County, Texas, viz: and afterwards, on the _____, advertised the same for sale at the Courthouse door of Dallas County, on the _____ being the first Tuesday of said month by an advertisement, in the English language, published once a week for three consecutive weeks preceding such sale the first publication appearing not less than twenty days immediately preceding the day of sale beginning on the _____, in the _____ a newspaper published in the County of Dallas, starting in said advertisement the authority by virtue of which said sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and also mailed to each of the within named defendants a copy of said notice of sale; and also mailed a copy of said notice of sale; and also mailed a copy of said notice of sale to _____defendant's attorney of record in said cause. And on said on the _____, between the hours of 10 o'clock A.M. and 4 o'clock P.M. solar time, at the Courthouse door of said County, in pursuance to said advertisement sold said property at public sale to _____to whom the same was struck off for the sum of $_____Dollars, that being the highest secure bid for the same; and the said_____having paid the sum so bid by _____, h_____I executed to _____ h_____a deed for said property, and the sum of $_____DOLLARS is herewith disposed of as provided by law on the _____.

DEPOSIT FOR COSTS NOT COMPLIED WITH

_____
Sheriff of Dallas County, Texas

By_____Deputy

_____

TX-19-00778

IN THE 14th District Court
OF DALLAS COUNTY

_____

DALLAS COUNTY, ET AL
vs.
TEXAS CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, ET AL

HECTOR UGALDE
804 W 7TH ST
DALLAS, TX 75208

DEBRA GRAY
A/K/A DEBRA ANNE DUNHAM (IN REM ONLY)
1802 WOODVIEW CT.
GRAND PRAIRIE, TX 75050

.....

ORDER OF SALE
FOR DELINQUENT TAXES

_____

Issued on this the 25th day of January, 2024

ATTORNEY FOR PLAINTIFF:
PAMELA POPE JOHNSON, BRIDGET MORENO LOPEZ
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTENTION: TINA MORALES
2777 N. STEMMONS FRWY. SUITE 1000
DALLAS, TEXAS 75207
214-880-0089 (469) 221-5001 FAX

FELICIA PITRE
CLERK, DISTRICT COURT
DALLAS COUNTY TEXAS
DEBORA CLARK, DEPUTY

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Consider a resolution approving a Hotel Occupancy Tax administration agreement between the City of Duncanville and the Duncanville Community and Economic Development Corporation.

Vision Statement:

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

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
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 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 t he 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 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 indicate how they will market the event to attract tourists and hotel guests.

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 visitor information center.
2-) Paying administrative costs for facilitating registration.
3-) Advertising, solicitations, and promotions that attract tourists delegates to city its vicinity.
4-) Expenditures promote arts.
Under § 351.103(c), with population under 125,000 may expend up 15% hotel occupancy tax revenue collected art-related programs also tourism local activity. Specifically, it allows funding encouragement, promotion, application arts including instrumental vocal music, dance, drama, folk art, creative writing, architecture, design allied fields, painting, sculpture, photography, graphic craft arts, motion pictures, radio, television, tape sound recording, other presentation, performance, execution exhibition these major art forms. However, if not enough facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

However, if not enough 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.
5-) Funding historical restoration or preservation programs.
6-) Funding certain expenses, including promotional directly related to a sporting event within counties with population of fewer than 1 million.
7-) the enhancement or upgrading existing sports facilities fields for municipalities.
8-) transportation systems tourists.
9-) Signage directing tourists sights and attractions that are visited frequently by hotel guests in municipality.

POLICY EXPLANATION:
The City Council has approval over the expenditure of Hotel Occupancy Tax (HOT) Funds. According to Chapter 351.101(c) of the Texas Tax Code: "The governing body of a municipality by contract may delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the tax authorized by this chapter. The governing body in writing shall approve in advance the annual budget of the person to which it delegates those functions and shall require the person to make periodic reports to the governing body at least quarterly listing the expenditures made by the person with revenue from the tax authorized by this chapter. The person must maintain revenue provided from the tax authorized by this chapter in a separate account established for that purpose and may not commingle that revenue with any other money. The municipality may not delegate to any person the management or supervision of its convention and visitors programs and activities funded with revenue from the tax authorized by this chapter other than by contract as provided by this subsection. The approval by the governing body of the municipality of the annual budget of the person to whom the governing body delegates those functions creates a fiduciary duty in the person with respect to the revenue provided by the tax authorized by this chapter."
This agreement would delegate administration of HOT fund disbursements to the DCEDC for all expenditures that do not exceed $50,000.00 to a single person, entity, or event. This will help streamline the disbursement of HOT funds. All disbursements of HOT funds by the DCEDC will continue to be made on a reimbursement basis subject to applicants providing documentation of expenses incurred, and the DCEDC shall abide by all requirements of Chapter 351.101(c).

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Do not adopt a resolution authorizing the agreement.
2. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-264 - HOT Funds Administration Agreement

RESOLUTION NO. 2024-264

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A HOTEL OCCUPANCY TAX ADMINISTRATION AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE AND THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT COPORATION, A TEXAS NON-PROFIT CORPORATION; AUTHORIZING THE CITY MANAGER TO SIGN ANY APPROPRIATE DOCUMENTS; PROVIDING FOR A SEVERANCE CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville levies a tax on the cost of occupancy of all rooms furnished by hotels in the city that is equal to 7% of the price paid by the occupant; and,

WHEREAS, the City of Duncanville desires to delegate the administration of disbursements of Hotel Occupancy Tax revenue to the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation, except for disbursements exceeding $50,000.00 to any single person, entity, or event; and

WHEREAS, the Duncanville Community and Economic Development Corporation desires administer Hotel Occupancy Tax revenue disbursements in ways that will promote community and economic development in the city through tourism and the hotel industry.

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

SECTION 1. That the City hereby approves the terms and conditions of the Hotel Occupancy Tax Administration Agreement as set forth in Exhibit “A”, which is attached hereto.

SECTION 2. That the City Manager is authorized to execute any appropriate documents related to the agreement, after approval as to form by the City Attorney.

SECTION 3. 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 4. 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 7th day of May, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Hotel Occupancy Tax Administration Agreement

This **PROFESSIONAL SERVICES CONTRACT** ("contract") is made and entered into by and between **the Duncanville Community and Economic Development Corporation**, hereinafter referred to as "CORPORATION", a not for profit organization incorporated in the State of Texas, and the **City of Duncanville**, 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 CORPORATION to administer certain disbursements of Hotel Occupancy Tax funds as set forth in this contract; and

WHEREAS, CORPORATION has expressed a willingness to administer said disbursements;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CORPORATION agree as follows:

Section 1.
Pursuant to Chapter 351.101(c) of the Texas Tax Code, CORPORATION shall administer the Hotel Occupancy Tax (HOT) program for the City of Duncanville, subject to approval of the annual budget by the City Council. The City Manager, as the duly appointed Chief Administrative Officer of CORPORATION as described in Article IV, Section 1, of CORPORATION's bylaws, shall approve by signature all disbursements of HOT funds in conjunction with the President of CORPORATION who is the duly assigned Chief Executive Officer as provided for in Article III, Section 2 of CORPORATION's bylaws.

Section 2.
CORPORATION shall have authority to disburse funds, subject to approval by a majority vote of the CORPORATION's Board when a quorum of the board is present at a duly publicized meeting, and pursuant to a formal public hearing at such meeting, when disbursements made to a single person, entity, or event do not exceed $50,000.00.

Exhibit A

Section 3.
The City Manager, as the Chief Administrative Officer of CORPORATION, or designee, is authorized to make disbursements of HOT funds when disbursements made to a single person, entity, or event do not exceed $3,000.00.

Section 4.
CORPORATION shall make no disbursements of HOT funds without first seeking approval from the Duncanville City Council when disbursements made to a single person, entity, or event are in excess of $50,000.00.

Section 5.
All disbursements, regardless of total expenditure, shall be made only as reimbursement for actual costs incurred. Detailed receipts documenting expenditures for which reimbursement are being requested shall be provided by the person or entity receiving disbursement of HOT funds.

Exhibit A

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.

EXECUTED this the _____ day of _____, 2_____.

CITY OF DUNCANVILLE, TEXAS

By: _____
Douglas E. Finch, City Manager

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

_____
Duncanville Community and Economic Development Corporation

By: _____
Kenneth Govan, President

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Consider a resolution to authorize the expenditure of $48,900 from the General Fund as a final payment to McConnell & Jones, LLP for the professional auditing services as part of the Fiscal Year 2022 Audit.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, Managing Director of Fiscal Services, CFO

BACKGROUND/HISTORY:
On February 21, 2023, Resolution 2023-014 was introduced to request a revised fee to be paid to McConnell & Jones, LLP for the work associated with the 2022 audit. The total amount stated on the revised agreement was $93,250. The work performed by the McConnell & Jones team extended beyond the period of time anticipated to complete the 2022 audit. As a result, the amount invoiced by the audit firm for the completion of the audit has exceeded the revised amount of $93,250 as well. To date, McConnell & Jones has been paid $65,500 by the City of Duncanville for the 2022 audit.

This resolution requests the authorization for a final invoice payment of $48,900 to McConnell & Jones. This will close our outstanding obligations for the 2022 audit and no additional invoices are expected to be received.

POLICY EXPLANATION:
Section 2.18 of the Home Rule Charter requires an annual independent audit. The term "independent auditor" refers to a certified public accountant or firm that examines the financial records and transactions of an organization with which they are not affiliated. The resolution consideration will authorize the City to resolve its outstanding balance with McConnell & Jones, LLP for conducting the FY 2022 audit and revise the FY2024 budget with an increase of $48,900 to cover the remaining cost owed for the single audit and financial statement preparation and audit. There is currently $56,500

unspent and available in the budget. However, those funds are the contracted amount to be paid as part of completing the 2023 Audit. It is our intention to request an amendment to the budget to cover this expenditure.

FUNDING SOURCE:

ORG and Object Number
01088000-708103

Available Budget	Purchase Amount	After Encumber
$0.00	$48,900.00	($48,900.00)

ACTION ALTERNATIVES:

1. Approve the resolution for the expenditure of $48,900 to McConnell & Jones, LLP for final payment of audit services related to Fiscal Year 2022 Audit.
2. Do not approve the resolution for the expenditure of $48,900 to McConnell & Jones, LLP for final payment of audit services related to Fiscal Year 2022 Audit.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-258 - Authorization of final payment for FY 2022 audit. - Pdf

RESOLUTION NO. 2024-258

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN EXPENDITURE OF $48,900 FOR THE FINAL PAYMENT OF SERVICES RELATED TO THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR 2022 AUDIT; AUTHORIZE THE CITY MANAGER TO EXECUTE THE EXPENDITURE; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City made an agreement with McConnell & Jones, LLP for external auditing services and the City desires to resolve the costs associated with the FY 2022 audit.

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 and authorizes the expenditure of an amount not to exceed $48,900 from the General Fund to be paid to McConnell & Jones, LLP as final payment of fees related to the Fiscal Year 2022 Audit.

SECTION 2. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of May, 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 - 07 May 2024

TITLE:
Consider an Ordinance amending the FY 2023-24 budget by appropriating revenue, fund balance and grant revenues and amending expenditures for General, Grant, and Asset Forfeiture Funds.

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 purpose of this ordinance is to revise the FY 2023-24 budget to reflect changes in expenditures. Historically, General Fund revenues have exceeded budget projections and expenditures have been less than budgeted. This request amends interest revenue received to date and a small portion of fund balance to cover the expenditures. Most of the expenditures are one-time costs and therefore not expected to recur in future budgets. The summary of changes by affected funds are below.

001 - General Fund:

1. $150,000: Replenish funds spent on Forensic Audit ($125,000) and increase city attorney fees budget by $25,000.
2. $95,000: Facility Condition Assessment - Resolution 2024-243.
3. $48,900: Remaining FY 2022 Audit obligation to McConnell and Jones
4. $68,000: Emergency repairs to Fire Station 2 for foundation and plumbing repairs. Insurance would not cover the repairs.
5. $56,000: Replace 4 sets of damaged gear from a Cedar Hill warehouse fire. Insurance would not cover it. Cedar Hill is pursuing further insurance action and potentially could result in some recovery of the expense. Additionally, seven sets of gear failed inspections and can no longer be safe to use and must be replaced. This was a higher failure rate than expected.
6. $42,000: Budget adjustment to make payment for the invoice received relating to the 2023 Internal Affairs investigation.

7. $51,000: Staff augmentation in Fiscal Services through February 2024. Invoices are all paid and therefore this amendment replenishes the funds used.
8. ($168,125): Net changes in salary and benefit savings due to vacancies and other reductions identified from various department budgets to offset the amendment request. The reductions identified were from lower cost than budget or the item was no longer needed for FY 2024.

The total request is $342,775 in amendments to General Fund expenditures.

013 - Grant Fund:
The Police Department was awarded 2 JAG (Department of Justice) grants to cover ballistic helmets and JAMAR radar devices. The amendment is to capture the expense and reimbursement in the fund. Resolution 2024-227 and 2024-228.

050 - Asset Forfeiture:
The police department requests an amendment of $375,000 for eligible federal asset forfeiture expenditures. The department has received $1,785,746 in federal awards to date.

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

FUNDING SOURCE:

ORG and Object Number
NA

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

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

ATTACHMENTS:
Resolution No. - 2517 - FY 2024 Budget Amendment - Midyear - Pdf

ORDINANCE NO. 2517

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FY 2023-2024 BUDGET BY APPROPRIATING REVENUE, FUND BALANCE, AND GRANT REVENUES AND AMENDING EXPENDITURES FOR GENERAL, GRANTS, AND ASSET FORFEITURE FUNDS; EXCEPT AS AMENDED HEREIN SHALL BE IN FULL FORCE AND EFFECT; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City recognizes fund balance and grant revenue resources to cover expenditures; and

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

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

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

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

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

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of May, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

FY 2024 GENERAL FUND AMENDMENT - MAY 7, 2024
001 - GENERAL FUND

	FY 2024 BUDGET	FY 2024 AMENDED CHANGE	FY 2024 REVISED BUDGET	EXPLANATION
Revenue				
INTEREST ON GOVT POOL INVEST	386,806	138,514	525,320	Amending interest revenue up to YTD receipts
CERT OF DEPOSIT INTEREST	65,473	37,109	102,582	Amending interest revenue up to YTD receipts
MONEY MARKET INTEREST	346,347	160,902	507,249	Amending interest revenue up to YTD receipts
USE OF FUND BALANCE	**472,163**	**6,250**	**478,413**	
Total Revenue	**$40,923,963**	**$342,775**	**$41,266,738**	
Expense				
MAYOR AND COUNCIL	**117,582**	**(9,000)**	**108,582**	Reduced Council retreats facilitator expenses. Remaining budget = $12,000
CITY SECRETARY	**379,408**	**(25,000)**	**354,408**	Laserfiche is half the cost. $50k budgeted, $25k actual
HUMAN RESOURCES	**495,086**	**42,000**	**537,086**	Budget adjustment to make payment for the invoice received relating to the 2023 Internal Affairs investigation.
ACCOUNTING & REPORTING	**1,073,471**	**51,000**	**1,124,471**	Replenish funds used for temporary help and staff augmentation expenses through February.
MUNICIPAL COURT	**538,945**	**(1,000)**	**537,945**	Insurance benefit not needed
PLANNING SERVICES	**221,580**	**(7,125)**	**214,455**	No longer pursuing Camino software
PUBLIC WORKS ENGINEERING/ADMIN	**621,263**	**(40,000)**	**581,263**	One-time projected decrease due to vacant Public Works Director
STREET MAINTENANCE	**3,452,237**	**(66,000)**	**3,386,237**	Adjustment in salary and benefits due to 5 vacant positions
BUILDING MAINTENANCE	**979,330**	**68,000**	**1,047,330**	To cover Fire Station 2 - Administration - emergency foundation repairs. Insurance did not cover the cost.
FIRE SUPPRESSION	**5,132,258**	**56,000**	**5,188,258**	Replace 4 sets damaged gear from Cedar Hill fire. Insurance would not cover. Possible recovery from company's insurance. Cedar Hill is pursuing. 7 sets of gear failed inspections and must be replaced.
GENERAL NON DEPARTMENTAL	**1,377,883**	**273,900**	**1,651,783**	Amendments include: $150,000 for legal expense to replace funds used for Forensic audit and to increase funding available for City Attorney fees. $95,000 for City Facility Assessments; $48,900 to cover remaining FY 2022 Audit payment. Removing transfer to furniture replacement fund to offset amendments. (-20,000)
Total Expense	**$40,923,963**	**$342,775**	**$41,266,738**	
Net Total	**($0)**		**($0)**	

$21,517,403
$21,038,990

EXHIBIT A

050 - POLICE FORFEITURE/SEIZURE FUND	FY 2024 YTD ACTUAL	FY 2024 BUDGET	AMENDED CHANGE	FY 2024 REVISED BUDGET	EXPLANATION
Expense					
706104 - MISCELLANEOUS EXPENSE	0	0			
706100 - LOCAL FORFEITURE EXPENDITURES	0	20,000		20,000	
706102 - STATE FORFEITURE EXPENDITURES	32,213	100,036		100,036	
706103 - FEDERAL FORFEITURE EXPENDITURE	81,845	700,000	375,000	1,075,000	Police requested budget increase to expend on asset forfeiture eligible items.
Expense Total	**$114,058**	**$820,036**		**$1,195,036**	

UNAUDITED BEGINNING FUND BALANCE	**$859,151**
ENDING FUND BALANCE *	**$1,335,803**

* Includes Deferred Revenue received YTD in FY 2024 ($1,785,746 federal received to date) Per asset forfeiture guidelines revenue cannot be recognized until expended.

EXHIBIT A

013 - GRANT FUND	FY 2024 YTD ACTUAL	FY 2024 BUDGET	AMENDED CHANGE	FY 2024 REVISED BUDGET	EXPLANATION
Revenue					
013 - GRANT FUND NON-ORG	81,505	209,525		209,525	
13014000 - PARKS/REC GRANTS	0	0			
13015000 - POLICE GRANTS	175,310	204,340	17,786	222,126	Grant revenue anticipated from 2 Police JAG Grants
13017000 - FIRE GRANTS	706	0			
13051600 - LIBRARY DONATIONS	0	0			
13055000 - POLICE DONATIONS	0	0			
13057000 - FIRE DONATIONS	1,500	0			
13074000 - TREE REPLACEMENT	0	0			
Revenue Total	**$259,021**	**$413,865**	**$17,786**	**$431,651**	
Expense					
13011000 - GENERAL GOVT GRANTS	0	0			
13014000 - PARKS/REC GRANTS	29,022	203,500		203,500	
13015000 - POLICE GRANTS	180,873	215,220	17,786	233,006	Expenditures for 2 Police JAG Grants (JAMAR devices + Ballistic Helmits)
13017000 - FIRE GRANTS	0	3,401		3,401	
13051600 - LIBRARY DONATIONS	0	16,954		16,954	
13055000 - POLICE DONATIONS	0	10,964		10,964	
13057000 - FIRE DONATIONS	40	2,924		2,924	
13074000 - TREE REPLACEMENT	0	40,331		40,331	
Expense Total	**209934.88**	**493293.96**	**$17,786**	**$511,080**	
Net Income (Expense)	**$49,086**	**($79,429)**	**($0)**	**($79,429)**	

UNAUDITED BEGINNING FUND BALANCE	**$213,873**
ENDING FUND BALANCE *	**$134,444**

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a contract with Paradigm Traffic Systems, Inc. for traffic equipment, supplies, and services through BuyBoard Contract 695-23 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $1,041,843.00 over the five years, subject to the exercise of a contract renewal and 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:
Matt Bryant, Assistant Public Works Director
John Borchardt, Traffic Operations Superintendent

BACKGROUND/HISTORY:
The Traffic Operations Division of the Public Works Department routinely purchases equipment, supplies, and services to repair signalized intersections.

Equipment and supplies vary depending on need but can include fiber optic termination panels, advanced traffic controllers, video detection systems, and traffic cabinets. To ensure public safety and reliability of the traffic system, these items must be on hand for scheduled routine maintenance and in an emergency.

POLICY EXPLANATION:
City Council is requested to approve a contract with Paradigm Traffic Systems, Inc. in the total amount of $1,041,843.00. The estimated expenditure amounts per fiscal year are $27,991.00 for FY24 and $1,013,852.00 spread over fiscal years 25 through 29, subject to future appropriations in FYs 25-29, as outlined below. This authorization should cover the purchase of products from Paradigm Traffic Systems, Inc. through May 2029. FYs 26-28 include an approximate 5% increase over the previous year to accommodate any price escalations that may arise throughout the contract's life.

FY24: $27,991.00

FY25: $198,000.00
FY26: $207,900.00
FY27: $218,295.00
FY28: $229,210.00
FY29: $160,447.00

The BuyBoard agreement expires on March 31, 2025. The contract is expected to be renewed before that date. However, if it is not renewed, staff will request the City Council's approval of a new agreement for traffic equipment, supplies, and services.

There are multiple funding accounts listed for this procurement action. Purchases will be made under the appropriate account, dependent upon the product or service being procured.

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 interlocal cooperative arrangements. BuyBoard contracts are competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

FUNDING SOURCE:

ORG and Object Number

- Traffic Operations Accounts:
  - 01066300-700227 (Direct Materials) – Available Budget of $23,306.18 (Estimated FY24 Expenditure: $3,129.00)
  - 01066300-700230 (Miscellaneous Supplies) – Available Budget of $8,624.80 (Estimated FY24 Expenditure: $502.00)
  - 01066300-700450 (Contractual Services) – Available Budget of $38,372.66 (Estimated FY24 Expenditure: $17,805.00)
  - 01066300-700662 (Equipment Repair/Maintenance) – Available Budget of $13,145.84 (Estimated FY24 Expenditure: $6,555.00)

Available Budget	**Purchase Amount**	**After Encumber**
$83,449.48	$27,991.00	$55,458.48

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Paradigm Traffic Systems, Inc. Contract Renewal Letter
Resolution No. - 2024-257 - Paradigm Traffic Systems, Inc.

Attachment 1

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

February 11, 2024

Sent via email to: estimating@paradigmtraffic.com

Shelly Anthony
Paradigm Traffic Systems, Inc
2201 E. Division Street
Arlington TX 76011

Re: Traffic Signal Systems & Safety Barrier Products
BuyBoard Contract 695-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Traffic Signal Systems & Safety Barrier Products, Contract 695-23 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

RESOLUTION NO. 2024-257

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A CONTRACT WITH PARADIGM TRAFFIC SYSTEMS, INC. FOR TRAFFIC OPERATIONS EQUIPMENT, SUPPLIES, AND SERVICES THROUGH BUYBOARD CONTRACT 695-23 FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW FOR UP TO FOUR ONE-YEAR TERMS, IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED $1,041,843.00 OVER THE FIVE YEARS, SUBJEC O THE EXERCISE OF A CONTRACT RENEWAL AND CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Traffic Operations Division purchases traffic signal equipment, supplies, and services as part of their scheduled annual maintenance and replacement program for signalized intersections; and

WHEREAS, the City of Duncanville has entered into a Cooperative Purchasing Agreement with the Local Government Purchasing Cooperative (BuyBoard) for products and services; and

WHEREAS, BuyBoard has taken competitive sealed bids for Traffic Signal Systems and Safety Barrier Products; and

WHEREAS, BuyBoard has awarded Contract 695-23, for Traffic Signal Systems and Safety Barrier Products to Paradigm Traffic Systems, Inc.; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a contract with Paradigm Traffic Systems, Inc. for traffic equipment, supplies, and services through BuyBoard Contract 695-23 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $1,041,843.00 over the five years, subject to the exercise of a contract renewal and City Council appropriation.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a contract with Paradigm Traffic Systems, Inc. for traffic operations equipment, supplies, and services through BuyBoard for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $1,041,843.00 over the five years, subject to the exercise of a contract renewal

and City Council appropriation; and authorizing the City Manager to execute the necessary documents related to said expenditures.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of May, 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 - 07 May 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a contract with Consolidated Traffic Controls, Inc. for traffic operations equipment, supplies, and services through Houston-Galveston Area Council of Governments (HGAC) Contract PE05-21 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $1,116,856.00 over the five years, subject to the exercise of a contract renewal and 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:
Matt Bryant, Assistant Public Works Director
John Borchardt, Traffic Operations Superintendent
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
The Traffic Operations Division of the Public Works Department routinely purchases equipment, supplies, and services to repair signalized intersections and school zone infrastructure. Equipment and supplies vary depending on need but can include traffic signal heads, school zone flasher equipment, audible push buttons, and driver feedback signs. To ensure public safety and reliability of the traffic system, these items must be on hand for scheduled routine maintenance and in an emergency.

Over the last two decades, most of the city's traffic control systems and infrastructure components have been purchased from this vendor. The products and services this vendor provides meet, and sometimes exceed, the City's required needs and provide the City with the best possible value.

The Equipment Services Division also purchases traffic signal preemption equipment, including installation for public safety vehicles.

POLICY EXPLANATION:
City Council is requested to approve a contract with Consolidated Traffic Controls, Inc. in the total amount of $1,116,856.00. The estimated expenditures per fiscal year are $41,557.00 for FY24 and

$1,075,299.00 spread over fiscal years 25 through 29, subject to future appropriations in FYs 25-29, as outlined below. This authorization would cover the purchase of their products on an as-needed basis through May 2029. FYs 26-28 include an approximate 5% increase over the previous year to accommodate any price escalations that may arise throughout the contract's life.

FY24: $41,557.00
FY25: $210,000.00
FY26: $220,500.00
FY27: $231,525.00
FY28: $243,102.00
FY29: $170,172.00

The HGAC agreement expires on April 30, 2025. The contract is expected to be renewed before that date. However, if it is not renewed, staff will request approval of a new agreement for traffic equipment, supplies, and services.

There are multiple funding accounts listed for this procurement action. Purchases will be made under the appropriate account, dependent upon the product or service being procured.

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 interlocal cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

- Equipment Services: 01066700-700663 (Vehicle Maintenance) – Available Budget of $57,198.07 (Estimated FY24 Expenditure: $10,000.00)

- Traffic Operations:
  - 01066300-700227 (Direct Materials) – Available Budget of $23,306.18 (Estimated FY24 Expenditure: $2,928.00)
  - 01066300-700230 (Miscellaneous Supplies) – Available Budget of $8,624.80 (Estimated FY24 Expenditure: $4,998.00)
  - 01066300-700442 (Training) – Available Budget of $1,840.00 (Estimated FY24 Expenditure: $1,800.00)
  - 01066300-700450 (Contractual Services) – Available Budget of $38,372.66 (Estimated FY24 Expenditure: $14,005.00)
  - 01066300-700662 (Equipment Repair / Maintenance) – Available Budget of $13,145.84 (Estimated FY24 Expenditure: $6,590.00)
  - 01066300-700884 (Other Equipment) – Available Budget of $1,236.00 (Estimated FY24 Expenditure: $1,236.00)

Available Budget	**Purchase Amount**	**After Encumber**
$143,723.55	$41,557.00	$102,166.55

ACTION ALTERNATIVES:

1. Approve.

2. Disapprove.
3. Other actions as directed by Council.

DocuSign Envelope ID: E6649A0A-9004-4BC8-88A2-D92924698AD9

Attachment 1

AMENDMENT No. 3 to CONTRACT No. PE05-21
For
Traffic Control, Enforcement & Signal Preemption Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Consolidated Traffic Controls, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through April 30, 2025 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 3/27/2024

Signed for: **Consolidated Traffic Controls, Inc.**

DocuSigned by:
Bryan Jones
4CFC215BBD244A0...

Printed Name & Title: Bryan Jones Senior Vice President

Date: 3/22/2024

Revised 6.1.18

RESOLUTION NO. 2024-256

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A CONTRACT WITH CONSOLIDATED TRAFFIC CONTROLS, INC. FOR TRAFFIC OPERATIONS EQUIPMENT, SUPPLIES, AND SERVICES THROUGH HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) CONTRACT PE05-21 FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW FOR UP TO FOUR ONE-YEAR TERMS, IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED $1,116,856.00 OVER THE FIVE YEARS, SUBJECT TO THE EXERCISE OF A CONTRACT RENEWAL AND CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Traffic Operations Division purchases traffic signal equipment, supplies, and services as part of its annual maintenance and replacement program for signalized intersections and school zone infrastructure; and

WHEREAS, the Equipment Services Division purchases traffic signal preemption equipment for public safety vehicles; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Houston-Galveston Area Council of Governments (HGAC) Cooperative Purchasing Program; and

WHEREAS, HGAC has taken sealed bids for Traffic Control, Enforcement and Signal Preemption Equipment; and

WHEREAS, HGAC has awarded Contract PE05-21 for Traffic Control, Enforcement and Signal Preemption Equipment to Consolidated Traffic Controls, Inc.; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a contract with Consolidated Traffic Controls, Inc. for traffic operations equipment, supplies, and services through HGAC Contract PE05-21 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $1,116,856.00 over the five years, subject to the exercise of a contract renewal and City Council appropriation.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a contract with Consolidated Traffic Controls, Inc. for traffic operations equipment, supplies, and services through HGAC Contract PE05-21 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $1,116,856.00 over the five years, subject to the exercise of a contract renewal and 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 7th day of May, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a contract with U.S. Underwater Services for annual water storage tank inspections and cleanings through BuyBoard Contract 662-22 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $159,414.00 over the five years, subject to the exercise of a contract renewal and 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:
Matt Bryant, Assistant Director of Public Works

BACKGROUND/HISTORY:
The Texas Commission on Environmental Quality requires water utilities in the State of Texas to inspect their water storage tanks yearly to ensure they are clean and structurally sound. After the inspections, city staff reviews the results to decide which facilities require sediment removal and/or repairs.

U.S. Underwater Services, located in Mansfield, Texas, has been performing tank inspections and cleanings for the city for many years. The City of Duncanville Utilities Division desires to continue using its services available through BuyBoard Contract 662-22.

POLICY EXPLANATION:
City Council is requested to approve a contract with U.S. Underwater Services in the total amount of $159,414.00. The estimated expenditure amounts per fiscal year are $25,000.00 for FY24 and $134,414.00 spread over fiscal years 25 through 29, subject to future appropriations in FYs 25-29, as outlined below. This authorization should cover all Division needs for water storage tank inspections and cleanings for the next five years. FYs 26-28 include an approximate 5% increase over the previous year to accommodate any price escalations that may arise throughout the contract's life.

FY24: $25,000.00

FY25: $26,250.00
FY26: $27,563.00
FY27: $28,941.00
FY28: $30,388.00
FY29: $21,272.00 (through May 2029)

The BuyBoard agreement expires on March 31, 2025. The contract is expected to be renewed before that date. However, if it is not renewed, staff will request the City Council's approval of a new water storage tank inspection and cleaning agreement.

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 in these cooperative arrangements voluntarily.

FUNDING SOURCE:

ORG and Object Number
02312000-700450 (Water and Sewer Services/Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
$135,093.98	$25,000.00	$110,093.98

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - U.S. Underwater BuyBoard Contract
Resolution No. - 2024-255 - US Underwater Services for Annual Water Storage Tank Inspections and Cleanings - Pdf

Attachment 1

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

February 10, 2024

Sent via email to: inlandsales@usunderwaterservices.com

Rachel Potter
U.S. Underwater
123 Sentry Drive
Mansfield, TX 76063

Re: Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems
BuyBoard Contract 662-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems, Contract 662-22, for which the current term is set to expire March 31, 2024. At this time, the BuyBoard is renewing your contract through March 31, 2025. This will be the final renewal of this contract.

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.

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

RESOLUTION NO. 2024-255

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A CONTRACT WITH U.S. UNDERWATER SERVICES FOR ANNUAL WATER STORAGE TANK INSPECTIONS AND CLEANINGS THROUGH BUYBOARD CONTRACT 662-22 FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED $159,414.00 OVER THE FIVE YEARS, SUBJECT TO THE EXERCISE OF A CONTRACT RENEWAL AND CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to ensuring the reliability of its infrastructure, including its water storage facilities; and

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) requires all municipalities to conduct annual water storage tank inspections to ensure cleanliness and structural integrity; and

WHEREAS, the City of Duncanville, Texas, has entered into an Interlocal Cooperative Purchasing Agreement with the Local Government Purchasing Cooperative (BuyBoard) for products and services; and

WHEREAS, BuyBoard has taken sealed bids for Water Storage Tank Maintenance and Rehabilitation and Trenchless Pipe Repair Systems, and a contract was awarded to U.S. Underwater Services.

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a contract with U.S. Underwater Services for annual water storage tank inspections and cleanings through BuyBoard Contract 662-22 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount not to exceed $159,414.00 over the five years, subject to the exercise of a contract renewal and City Council appropriation.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a contract with U.S. Underwater Services for annual water storage tank inspections and cleanings through BuyBoard Contract 662-22 for a one-year term, with the option to renew for up to four one-year terms, in an estimated contract amount

not to exceed $159,414.00 over the five years; 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 7th day of May, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Annual Tank Inspections		
Item	*Price*	*UOM*
Dive Inspection - Elevated	$2,200.00	each
Dive Inspection - Ground	$1,900.00	each
Dive Inspection - Clearwell	$1,900.00	each
Dive Inspection - Standpipe	$2,200.00	each
Dive Inspection Mobilization/Demobilization	$5.00	mile
Dive Inspection Mobilization/Demobilization (2 Vehicles)	$7.00	mile
ROV Inspection	$500.00	each
ROV Inspection Mobilization/Demobilization	$3.50	mile

Terms & Conditions

Tanks must remain full for the duration of the tank inspection

Client to provide 10 hours of access to tank facilities per day

Water Storage Tank Cleaning		
Item	*Price*	*UOM*
In-Service Diver Cleaning (3 Man Team)	$ 475.00	hour
In-Service Diver Cleaning (4 Man Team)	$ 525.00	hour
In-Service Diver Cleaning (5 Man Team)	$ 725.00	hour
Diver Cleaning Mobilization/Demobilization	$ 5.00	mile
Diver Cleaning Mobilization/Demobilization (2 Vehicles)	$ 7.00	mile
Drained Tank Washout	$ 525.00	hour
Drained Tank Washout Mobilization/Demobilization	$ 5.00	mile
Drained Tank Washout Mobilization/Demobilization (2 Vehicles)	$ 7.00	mile

Terms and Conditions

Tanks must remain full for the duration of the work (diver cleanings only)
Client to drain, open & re-seal manway hatches (drained tank washouts only)
Client to provide 10 hours of access to tank facilities per day
USU will be sole decision-maker regarding team-size for safe dive operations
Team size is based on applicable ADCI Consensus standards
Sediment to be discharged onsite

Water Leak Detection Services		
Item	*Price*	*UOM*
In-Service Tank Leak Detect	$ 525.00	hour
In-Service Tank Temporary Epoxy Repair	$ 525.00	hour
In-Service Tank Leak Detect (5 Man Team)	$ 725.00	hour
In-Service Tank Temporary Epoxy Repai (5 Man Team)	$ 725.00	hour
Leak Detect Mobilization/Demobilization	$ 5.00	mile
Leak Detect Mobilization/Demobilization (2 Vehicles)	$ 7.00	mile
A6 Aquatapoxy	$ 325.00	gallon
Syntho Steel Epoxy	$ 125.00	stick

Terms and Conditions

Leak Detect/Repair Services are for storage tanks only

Client to provide 10 hours of access to tank facilities per day

Water Well Maintenance Services		
Item	*Price*	*UOM*
Dive Inspection - Wet Well	$2,200.00	each
Dive Inspection Mobilization/Demobilization	$5.00	mile
Dive Inspection Mobilization/Demobilization (2 Vehicles)	$7.00	mile
ROV Inspection	$500.00	each
ROV Inspection Mobilization/Demobilization	$3.50	mile
In-Service Diver Cleaning (3 Man Team)	$ 475.00	hour
In-Service Diver Cleaning (4 Man Team)	$ 525.00	hour
In-Service Diver Cleaning (5 Man Team)	$ 725.00	hour
Dive Cleaning Mobilization/Demobilization	$ 5.00	mile
Dive Cleaning Mobilization/Demobilization (2 Vehicles)	$ 7.00	mile

Terms and Conditions

USU does not have the capability troubleshoot pumps

Client to provide 10 hours of access to tank facilities per day

All Other Water Storage Tank Services		
Item	*Price*	*UOM*
Misc. Tank Repair Services (3 Man Team)	$ 475.00	hour
Misc. Tank Repair Services (4 Man Team)	$ 525.00	hour
Misc. Tank Diving Repair (5 Man Team)	$ 725.00	hour
Misc. Tank Repair Mobilization/Demobilization	$ 5.00	mile
Misc. Tank Repair Mobilization/Demobilization (2 Vehicles)	$ 7.00	mile
Custom Tank Vent Fabrication	$ 7,500.00	each
Custom Ladder Guard/Cage Lid Fabrication	$ 2,500.00	each
Custom 30" Water Access Hatch Fabrication	$ 3,500.00	each
Custom Access Ladder Fabrication (10' Section)	$ 1,900.00	each
Water Level Indicator 125' Welded System	$ 5,500.00	each
Water Level Indicator 24' Welded System	$ 2,900.00	each
Slider Fall Protection System	$ 1,500.00	each
16 Gauge SS Fine Mesh Screen	$ 400.00	each

Terms and Conditions

Client to provide 10 hours of access to tank facilities per day

Client responsible for removing obstructions to install custom-products, if applicable

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Consider a Resolution awarding RFP 24-022 On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services, and authorizing a contract with Rey Mar Construction, LLC for emergency and non-emergency water and wastewater repairs for a three-year term with the option to renew for up to three additional one-year terms for a total contract amount not to exceed $1,541,667.00 over the six years, subject to the exercise of a contract renewal and 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:
Matt Bryant, Assistant Director of Public Works
Joel Daugherty, Utilities Superintendent

BACKGROUND/HISTORY:
The City of Duncanville's Utilities Division is responsible for maintaining and repairing the city's utilities infrastructure. In some cases, external help may be required to address emergency repairs and perform regular maintenance tasks. To avoid overburdening the city's resources, contracting with an outside vendor for such services would be beneficial.

POLICY EXPLANATION:
RFP 24-0022 On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services was advertised via Focus Daily News on February 1, 2024, and February 8, 2024. The proposal request was also publicized through the notification system for Public Purchase.com. The evaluation criteria for the RFP included the following:

- Price - 40 Points
- References - 30 Points
- Response/Restoration Time - 30 Points

One proposal was received in response to the request for proposals. A committee consisting of city staff reviewed the proposal and recommends the award of RFP 24-0022 to Rey Mar Construction, LLC, the sole proposer. This vendor has previously performed quality work for the City of Duncanville. After comparing their proposed pricing to other active municipality contracts, staff found that the City of Duncanville received better pricing.

The contractor must submit updated material and labor prices each year for the City's review and approval. If the City disagrees with the updated pricing, the amounts can be negotiated at the City's option, or the contract can be terminated, and a new Request for Proposals can be issued.

City Council is requested to approve a contract with Rey Mar Construction, LLC, in the total amount of $1,541,667.00. The estimated expenditures per fiscal year are $125,000.00 for the remainder of fiscal year 24 and $1,416,667.00 spread over fiscal years 25 through 30, subject to future appropriations in FYs 25-30, as outlined below. This authorization should cover all Division needs for emergency and non-emergency water and wastewater repairs for the next six years.

FY24: $125,000.00
FY25: $250,000.00
FY26: $250,000.00
FY27: $250,000.00
FY28: $250,000.00
FY29: $250,000.00
FY30: $166,667.00 (through May 2030)

FUNDING SOURCE:

ORG and Object Number
02312000-700450 (Water & Wastewater Services/Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
$135,093.98	$125,000.00	$10,093.98

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-261 - Water and Wastewater Emergency and Non-Emergency Repairs with Exhibit

RESOLUTION NO. 2024-261

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFP 24-0022 ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT AND/OR REHABILITATION SERVICES TO REY MAR CONSTRUCTION, LLC, THROUGH THE CITY'S COMPETITIVE PROPOSAL PROCESS FOR WATER AND WASTEWATER EMERGENCY AND NON-EMERGENCY REPAIRS; AUTHORIZING A CONTRACT FOR A THREE-YEAR TERM WITH THE OPTION TO RENEW FOR UP TO THREE ADDITIONAL ONE-YEAR TERMS FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $1,541,667.00 OVER THE SIX YEARS, SUBJECT TO THE EXERCISE OF A CONTRACT RENEWAL AND CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to ensuring the reliability of its water and wastewater infrastructure; and

WHEREAS, Rey Mar Construction, LLC has previously performed exceptional work for the City of Duncanville, completing emergency water and sewer repairs; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award RFP 24-022 On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services, and authorize a contract with Rey Mar Construction, LLC for water and wastewater emergency and non-emergency repairs for a three-year term with the option to renew for up to three additional one-year terms for a total contract amount not to exceed $1,541,667.00 over the six years, subject to the exercise of a contract renewal and City Council appropriation.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards RFP 24-022 On-Call Water and Sewer Line Repairs, Replacement and/or Rehabilitation Services; and authorizes a contract with Rey Mar Construction, LLC for water and wastewater emergency and non-emergency repairs for a three-year term with the option to renew for up to three additional one-year terms for a total contract amount not to exceed $1,541,667.00 over the six years, subject to the exercise of a contract renewal and 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 7th day of May, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A1

REQUEST FOR PROPOSAL

ISSUED BY

THE CITY OF DUNCANVILLE

PROCUREMENT OFFICE, FISCAL SERVICES DEPARTMENT

ATTACHMENT B - PROPOSAL FORM

TIME/RESTORATION TIME

Project Manager Assigned to project on daily basis:

Name: David Mena

This proposal is requesting a maximum of 72 hours from time of notification to commencement of non -emergency work. All emergency work shall be responded to within 4 hours of notification.

How many working days would it take to schedule an onsite meeting, gather equipment, materials, and laborers to repair a leak on an 8' deep, 24" PVC water main located under a concrete four-lane divided throughfare. Time stated should be from notification to completed repair and restoration of surrounding site.

Assumptions:

- One lane closure during non-working hours and two-lane closure during working hours.
- Line can be isolated and drained without interference.
- Length of pipe to be replaced is 5 feet.
- Depth of pipe is 8 feet.
- Pavement replacement is 15' x 12' panel with 15 feet of curb.
- High early strength concrete is acceptable.

Proposed Time **NON-EMERGENCY**:

A.	Representative on site to assess the work	24 (Hrs)
B.	From notification to mobilized on site	10 (days)
C.	Pavement removal, excavation, repair, backfill	3 (days)
D.	From pavement replacement to open to traffic	5 (days)

Proposed Time **EMERGENCY**:

E.	Representative on site to assess the work	1.5 (Hrs)
F.	From notification to mobilized on site	2.5 (Hrs)
G.	Pavement removal, excavation, repair, backfill	8 (Hrs)
H.	From pavement replacement to open to traffic	1.25 (days)

ADDENDUM #1
RFP 24-0022 ON-CALL WATER AND SEWER LINE REPAIRS, REPLACEMENT AND/OR REHABILITATION SERVICES
PROPOSAL FORM

			Emergency Work		Non-Emergency Work	
Item #	Item Description	Unit	Unti Price	Total Price For Evaluation	Unit Price	Total Price For Evaluation
WATER						
1	Trench Safety		INCIDENTAL TO OTHER ITEMS (Contractor's Responsibility)			
2	Repair 1-inch or smaller water service, including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to Complete (including new meter box per the City's Approved Material List)	LF	275.00	275.00	275.00	275.00
3	Repair 1-1/4-inch to 2-inch water service, including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete (including new meter box per the City's Approved Material List)	LF	405.00	405.00	405.00	405.00
4	Repair 3-inch water service, including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	LF	425.00	425.00	425.00	425.00
5	Repair 4-inch water service, including all excavation, backfilling, utility adjustment, pipe embedment, including all incidentals necessary to complete	LF	435.00	435.00	435.00	435.00
6	Repair 6-inch water main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	1,545.00	1,545.00	1,545.00	1,545.00
7	Repair 6-inch water main, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	1,620.00	1,620.00	1,620.00	1,620.00
8	Repair 8-inch water main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	1,850.00	1,850.00	1,850.00	1,850.00
9	Repair 8-inch water main, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	2,055.00	2,055.00	2,055.00	2,055.00
10	Repair 10-inch water main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	2,260.00	2,260.00	2,260.00	2,260.00

11	Repair 10-inch water main, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	2,370.00	2,370.00	2,370.00	2,370.00
12	Repair 12-inch water main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	2,905.00	2,905.00	2,905.00	2,905.00
13	Repair 12-inch water main, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	3,010.00	3,010.00	3,010.00	3,010.00
14	Repair 16-inch water main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	3,905.00	3,905.00	3,905.00	3,905.00
15	Repair 16-inch water main, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	4,075.00	4,075.00	4,075.00	4,075.00
16	Repair 18-inch water main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	4,250.00	4,250.00	4,250.00	4,250.00
17	Repair 18-inch water main, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	4,585.00	4,585.00	4,585.00	4,585.00
18	Repair 20-inch water main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	5,045.00	5,045.00	5,045.00	5,045.00
19	Repair 20-inch water main up to 5 feet in length, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment and other incidentals necessary to complete	LF	25,160.00	25,160.00	25,160.00	25,160.00
20	Remove and replace fire hydrant with M&H – iHydrant (448129011230 - 4ft) per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	14,785.00	14,785.00	14,785.00	14,785.00
21	Remove and replace fire hydrant with M&H – iHydrant (448129011232 - 5ft) per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	13,975.00	13,975.00	13,975.00	13,975.00
22	Remove and replace fire hydrant with M&H Hydrant (PN44712901404 - 4ft) per city specifications, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	10,870.00	10,870.00	10,870.00	10,870.00

33	Install Pre-Cast Vault including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	14,820.00	14,820.00	14,820.00	14,820.00
34	Repair/Rebuild existing concrete vault, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	12,060.00	12,060.00	12,060.00	12,060.00
35	Install 6-inch protection bollards, 3 to 4 feet deep x 4 ft tall, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	EA	1,265.00	1,265.00	1,265.00	1,265.00
36	Install Electrical/Telemetry Conduit 24-inches deep, including excavation, backfilling, testing, embedment and other incidentals necessary to complete	LF	357.00	357.00	357.00	357.00
37	Install Electrical/Telemetry Conduit, including incidentals necessary to complete	LF	500.00	500.00	500.00	500.00
WASTEWATER						
38	Trench Safety		INCIDENTAL TO OTHER ITEMS (Contractor's Responsibility)			
39	Install 4-inch sanitary sewer service, (0-6-feet deep), including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,096.00	1,096.00	1,096.00	1,096.00
40	Install 4-inch sanitary sewer service, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,195.00	1,195.00	1,195.00	1,195.00
41	Install 6-inch sanitary sewer service, (0-6-feet deep), including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,345.00	1,345.00	1,345.00	1,345.00
42	Install 6-inch sanitary sewer service, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,500.00	1,500.00	1,500.00	1,500.00
43	Repair 4-inch sanitary sewer service, (0-6-feet deep), including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,095.00	1,095.00	1,095.00	1,095.00
44	Repair 4-inch sanitary sewer service, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,195.00	1,195.00	1,195.00	1,195.00

45	Repair 6-inch sanitary sewer service, (0-6-feet deep), including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,345.00	1,345.00	1,345.00	1,345.00
46	Repair 6-inch sanitary sewer service, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,500.00	1,500.00	1,500.00	1,500.00
47	Repair 6-inch sanitary sewer main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,470.00	1,470.00	1,470.00	1,470.00
48	Repair 6-inch sanitary sewer main, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,510.00	1,510.00	1,510.00	1,510.00
49	Repair 8-inch sanitary sewer main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,530.00	1,530.00	1,530.00	1,530.00
50	Repair 8-inch sanitary sewer main, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,560.00	1,560.00	1,560.00	1,560.00
51	Repair 10-inch sanitary sewer main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,610.00	1,610.00	1,610.00	1,610.00
52	Repair 10-inch sanitary sewer main, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,650.00	1,650.00	1,650.00	1,650.00
53	Repair 12-inch sanitary sewer main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	1,910.00	1,910.00	1,910.00	1,910.00
54	Repair 12-inch sanitary sewer main, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	2,010.00	2,010.00	2,010.00	2,010.00
55	Repair 15-inch sanitary sewer main, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	2,205.00	2,205.00	2,205.00	2,205.00

56	Repair 15-inch sanitary sewer main up to 15 feet in length, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	23,710.00	23,710.00	23,710.00	23,710.00
57	Repair 18-inch sanitary sewer main up to 15 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	26,300.00	26,300.00	26,300.00	26,300.00
58	Repair 18-inch sanitary sewer main up to 15 feet in length, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	30,010.00	30,010.00	30,010.00	30,010.00
59	Repair 24-inch sanitary sewer main up to 15 feet in length, (0-6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	35,000.00	35,000.00	35,000.00	35,000.00
60	Repair 24-inch sanitary sewer main up to 15 feet in length, (more than 6-feet deep), including excavation, backfilling, testing, pipe embedment, by-pass pumping and other incidentals necessary to complete	LF	37,930.00	37,930.00	37,930.00	37,930.00
61	Install 48" DIA.(0-6ft) sanitary sewer manhole w/30 -inch ring & lid including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	N/A	N/A	14,450.00	14,450.00
62	Install 48" DIA. (more than 6ft) sanitary sewer manhole w/30 -inch ring & lid including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	N/A	N/A	17,500.00	17,500.00
63	Install 60" DIA.(0-6ft) sanitary sewer manhole w/30 -inch ring & lid including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	N/A	N/A	19,550.00	19,550.00
64	Install 60" DIA. (more than 6ft) sanitary sewer manhole w/30 -inch ring & lid including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	N/A	N/A	22,777.00	22,777.00
65	Install 72" DIA.(0-6ft) sanitary sewer manhole w/30 -inch ring & lid including all excavation, backfilling, utility adjustment, pipe embedment, by-pass	EA	N/A	N/A	25,370.00	25,370.00

	pumping and other incidentals necessary to complete					
66	Install 72" DIA. (more than 6ft) sanitary sewer manhole w/30 -inch ring & lid including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	N/A	N/A	31,235.00	31,235.00
67	Install sanitary sewer access chamber (0-6ft) w/24 -inch ring & lid including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	N/A	N/A	15,650.00	15,650.00
68	Install sanitary sewer access chamber (more than 6ft) w/24 -inch ring & lid including all excavation, backfilling, utility adjustment, pipe embedment, by-pass pumping and other incidentals necessary to complete	EA	N/A	N/A	17,180.00	17,180.00
TRAFFIC						
69	Steel Plates 6' x 10'	DAY	65.00	65.00	65.00	65.00
70	Steel Plates 8' x 10'	DAY	75.00	75.00	75.00	75.00
71	Steel Plates 10' x 20'	DAY	95.00	95.00	95.00	95.00
72	Traffic Control for residential streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to City guidelines and the MUTCD standards	DAY	300.00	300.00	300.00	300.00
73	Traffic Control for Collector streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to City guidelines and the MUTCD standards	DAY	435.00	435.00	435.00	435.00
74	Traffic Control for Arterial streets includes emplacement traffic control, signing, barricading and all other incidentals necessary per project according to City guidelines and the MUTCD standards	DAY	685.00	685.00	685.00	685.00
PAVING						
75	Remove and replace 8-inch concrete street as per city specifications, including all incidentals necessary	SY	410.00	410.00	410.00	410.00
76	Remove and replace 10-inch concrete street as per city specifications, including all incidentals necessary	SY	470.00	470.00	470.00	470.00
77	Remove and replace 6-inch concrete curb as per city specifications, including all incidentals necessary	LF	30.00	30.00	30.00	30.00
78	Remove and replace reinforced concrete barrier free ramp as per city specifications, including all incidentals necessary	EA	3,940.00	3,940.00	3,940.00	3,940.00

79	Remove and replace reinforced concrete sidewalk as per city specifications, including all incidentals necessary	SF	115.00	115.00	115.00	115.00
80	Remove and replace concrete curb and gutter per city specifications, including all incidentals necessary	LF	50.00	50.00	50.00	50.00
81	Remove and replace 6-inch HMAC Type "B" pavement per city specifications, including all incidentals necessary	CY	400.00	400.00	400.00	400.00
82	Crushed rock subgrade placement including all incidentals necessary to complete in place for pavement stabilization		INCIDENTAL TO OTHER ITEMS			
83	Bermuda sod w/topsoil	SY	85.00	85.00	85.00	85.00
84	St. Augustine sod w/topsoil	SY	96.00	96.00	96.00	96.00
MOBILIZATION						
85	Standard Mobilization per work order (Begin Work 72 hrs. after Notification)	EA	2,300.00	2,300.00	1,800.00	1,800.00
86	Emergency Mobilization per work order (Respond within 4hrs. of Notification)	EA	5,650.00	5,650	5,650.00	5,650.00
MISCELLANEOUS						
877	Proposed Annual percentage of price escalation per year after year one is complete	%	5	5	3	3
88	Proposed percent markup on Time and Material costs	%	12	12	10	10

By submitting a proposal in response to this solicitation, the Contractor certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Texas, or any other state, county, or municipal government.

The undersigned has caused this proposal to be executed as of the day and year indicated above.

Printed Name: David Martinez

Signature: 

Title: Managing Member

Email: Rubio@reymarconstruction.com

Phone: 817.944.8203

Exhibit A2

From: JL Rubio
To: Matt Bryant
Cc: David Mena; Elton Brock; Diane Mitchell; Breanna Davis; Joel Daugherty
Subject: Re: City of Duncanville // RFP Correction
Date: Friday, April 19, 2024 5:52:05 PM

Thank you Matt, have a blessed weekend.

Thank you,

JL Rubio
Sr. Project Manager

Rey-Mar Construction
2010 E. Lancaster Ave., Fort Worth, TX 76103
Office (817) 535-3451 | Mobile (469) 601-1522
Rubio@ReyMarConstruction.com

" DO IT RIGHT THE FIRST TIME"

On Fri, Apr 19, 2024 at 5:22 PM Matt Bryant <mbryant@duncanville.com> wrote:

> Received, thank you!
>
> We will be preparing this for City Council approval, and will keep you updated.
>
> Matt Bryant
> Assistant Director of Public Works
>
> NEW EMAIL:
> matt.bryant@duncanvilletx.gov
>
> ---
>
> **From:** JL Rubio <rubio@reymarconstruction.com>
> **Sent:** Friday, April 19, 2024 5:19:35 PM
> **To:** Matt Bryant <mbryant@duncanville.com>
> **Cc:** David Mena <mena@reymarconstruction.com>; Elton Brock <elton.brock@duncanvilletx.gov>; Diane Mitchell <diane.mitchell@duncanvilletx.gov>; Breanna Davis <bdavis@duncanville.com>; Joel Daugherty <Joel.Daugherty@duncanvilletx.gov>
> **Subject:** Re: City of Duncanville // RFP Correction
>
> Good afternoon Matt,
>
> The purpose of this email is to confirm that Rey-Mar Construction is in agreement

of being onsite to all NON-Emergency projects with-in 72 hours no questions asked.

We apologize for this error on our part and we appreciate any consideration the City of Duncanville would make.

Thank you,

JL Rubio
Sr. Project Manager

Rey-Mar Construction
2010 E. Lancaster Ave., Fort Worth, TX 76103
Office (817) 535-3451 | Mobile (469) 601-1522
Rubio@ReyMarConstruction.com

" DO IT RIGHT THE FIRST TIME"

On Fri, Apr 19, 2024 at 4:23 PM Matt Bryant <mbryant@duncanville.com> wrote:

> Good afternoon Gentlemen,
>
> It was noted, and later verbally confirmed, that you erroneously entered an ineligible response time on your RFP for Duncanville.
>
> Please refer to page 23 of your completed RFP under “Proposed Time NON-EMERGENCY”, you entered a response time of 10 days from notification to mobilized on site.
>
> On the first line of that same page, you will see where we require a maximum response time of 72-hours for all non-emergency, and 4-hours for emergencies to mobilize after being called.
>
> Please “Reply All” to this email confirming your ability to mobilize to a jobsite within 72-hours of a non-emergency call in Duncanville.

Thank you,

Matt Bryant
Assistant Director of Public Works

330 Shady Trail Drive
Duncanville, TX 75137
972.780.4932 P | 972.780.4949 F
NEW EMAIL: matt.bryant@duncanvilletx.gov
www.duncanvilletx.gov

OPEN RECORDS NOTICE: In accordance with the Texas Public Information Act (Chapter 552, Texas Government Code) this email and all responses may be subject to disclosure, in part or full, as public information upon request. Please respond accordingly.

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Consider approval of Resolution 2024-265 for Professional Services Contract Number 24-75081 with Halff Associates, Inc. for Charles F. Ladd Nature Preserve master planning services in an amount not to exceed $149,900.00.

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:
Douglas Finch, City Manager
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Master planning the Charles F. Ladd Nature Preserve offers several benefits:

1. Ecological Conservation: It ensures the protection and preservation of diverse ecosystems, habitats, and species within the preserve.

2. Resource Management: Helps in managing natural resources such as water, soil, and vegetation sustainably, preventing degradation and promoting biodiversity.

3. Visitor Experience: Enhances visitor experience by providing well-designed trails, educational facilities, interpretive signage, and recreational amenities while minimizing human impact on the environment.

4. Research and Education: Facilitates scientific research and environmental education programs by providing designated areas for study and interpretation.

5. Long-term Sustainability: Establishes a framework for long-term management, monitoring, and adaptive planning to address changing environmental conditions and visitor needs.

6. Community Engagement: Involves local communities and stakeholders in the planning process, fostering a sense of ownership, stewardship, and support for the preserve.

7. Economic Benefits: Can contribute to the local economy through eco-tourism, recreational activities, and educational programs.

A Request for Qualifications process rendered eight responding consultants. Halff Associates, Inc was evaluated by the selection committee as the top firm based on pre-determined factors consisting of experience, preliminary project scope of services and vision for the public input process. Halff's scope of services includes:

Phase 1 - Project Initiation
Phase 2 - Project Base Mapping an Site Inventory
Phase 3 - Community and Stakeholder Engagement
Phase 4 - Visioning and Programming
Phase 5 - Preliminary Concept Master Plan Development
Phase 6 - Final Concept Master Plan Development
Phase 7 - Master Plan Report
Phase 8 - Master Plan Approval and Adoption

The preliminary project schedule is anticipated be approximately four months.

POLICY EXPLANATION:
This project was bid according to all local, state, and federal laws for the procurement of professional services. Halff Associates, Inc. was the top firm evaluated following a Request for Qualifications process earlier this year. Halff and staff have negotiated a scope of services for the project with the associated costs included in the proposed Professional Services Contract #24-75081.

FUNDING SOURCE:

ORG and Object Number
01099000-700450

Available Budget	**Purchase Amount**	**After Encumber**
$ 50,000.00	$ 150,000.00	($100,000.00)

ACTION ALTERNATIVES:
1. Approved funding in the amount of $149,900.00 to perform master planning services for the Charles F. Ladd Nature Preserve by Halff Associates, Inc.
2. Do not provide funding for Staff to procure a consultant for Charles F. Ladd Nature Preserve master planning services.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-265 - Halff Ladd Nature Preserve Master Plan Contract - Pdf

RESOLUTION NO. 2024-265

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVAL OF RESOLUTION 2024-265 FOR PROFESSIONAL SERVICES CONTRACT NUMBER 24-75081 WITH HALFF ASSOCIATES, INC. FOR CHARLES F. LADD NATURE PRESERVE MASTER PLANNING SERVICES IN AN AMOUNT NOT TO EXCEED $149,900.00; AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Duncanville, Texas has designated the approximate 49 acres located north of Danieldale Road, east of Santa Fe Road, and west of Cedar Hill Road as a nature preserve and named it the Charles F. Ladd Nature Preserve; and

WHEREAS, The City Council of the City of Duncanville, Texas desires to create a master plan to guide future development of the property as a nature preserve; and

WHEREAS, Halff Associates, Inc. was determined as the top consulting firm in a Request for Qualifications process that rendered eight responses from qualified consultants; and

WHEREAS, Halff Associates, Inc has provided scope of services with associated costs and timelines in Professional Services Contract Number 24-75081.

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

SECTION 1. The City Council of the City of Duncanville, Texas approves Resolution 2024-265 for Professional Services Contract Number 24-75081 with Halff Associates, Inc. for Charles F. Ladd Nature Preserve master planning services in an amount not to exceed $149,900.00.

SECTION 2. The City Council of the City of Duncanville, Texas authorizes the City Manager or their designee to execute all necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of May, 2024.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

PROFESSIONAL SERVICES CONTRACT
NUMBER 24-75081
(LADD NATURE PRESERVE MASTER PLAN PROJECT)

This **PROFESSIONAL SERVICES CONTRACT** ("contract") is made and entered into by and between **(Halff Associates, 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, Deliverables, and Schedule,** of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Services to be Provided.
Upon issuance of a written Notice to Proceed or a Purchase Order by CITY, CONTRACTOR agrees to provide to CITY the necessary professional and design services, as set forth in the "Scope of Services, Deliverables, and Schedule," "Scope," **Exhibit A** and incorporated herein. **Exhibit A** also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin within **ten (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 contract 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
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.

A. 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.

B. 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 contract 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 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 accordingly. 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 shall 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 **$149,900.00 One Hundred and Forty-Nine Thousand, and nine hundred dollars and no cents** 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.
CITY agrees to pay:

Payment Schedule:

1. Project Initiation and Administration	**Delivery: 02 Weeks**
2. Project Base Mapping and Site Inventory	**Delivery: 02 Weeks**
3. Community and Stakeholder Engagement	**Delivery: Project Duration**
4. Visioning and Programming	**Delivery: 01 Week**
5. Preliminary Concept Master Plan Development	**Delivery: 04 Weeks**
6. Final Concept Master Plan Development	**Delivery: 03 Weeks**
7. Master Plan Report	**Delivery: 03 Weeks**
8. Master Plan Approval and Adoption	**Delivery: 01 Week**
Total Project Timeline	**Delivery: 16 Weeks**

Payment Schedule (following completion and acceptance):

1. Project Initiation and Administration	**$ 8,900.00**
2. Project Base Mapping and Site Inventory	**$ 23,400.00**
3. Community and Stakeholder Engagement	**$ 11,500.00**
4. Visioning and Programming	**$ 5,800.00**
5. Preliminary Concept Master Plan Development	**$ 50,900.00**
6. Final Concept Master Plan Development	**$ 25,600.00**
7. Master Plan Report	**$ 16,900.00**
8. Master Plan Approval and Adoption	**$ 2,900.00**
9. Direct Costs (Reimbursable Expenses)	**$ 4,000.00**
Total Not-to-Exceed Cost	**$ 149,900.00**

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 Contract, 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 Contract 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. CITY's rights and remedies 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 Contract ("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 Contract.

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 governmental purpose connected with this project. All materials and reports prepared by CONTRACTOR in connection with this Contract 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 and applicable. 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 Contract, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONTRACTOR pursuant to this Contract 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, as applicable.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs developed specifically for this work by the CONTRACTOR, estimates, surveys, other data, or work items, etc.) prepared under this Contract 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 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 individual 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 individual 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 negligent 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, except Professional Liability Insurance 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 except 10-day notice of cancellation for non-payment of premium 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 Contract.

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 (except Professional Liability Claims), 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, and from and against costs and expenses, including, in part, reasonable 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, to the extent caused by or resulting 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.

Solely and exclusively for Professional Liability Claims, CONTRACTOR shall have no obligation to undertake the defense of Indemnitees in a Professional Liability Claim prior to the determination of liability in such Professional Liability Claim. Upon conclusion of the Professional Liability Claim either through settlement, or by the issuance of an arbitration award, judgment or other final determination of liability, CONTRACTOR shall promptly reimburse Indemnitees for a proportionate share of Indemnitees' defense attorney's fees, investigation costs, court or arbitration costs, and expenses incurred in defending any claim, demand, action, lawsuit, arbitration, or other proceeding relating to such Professional Liability Claim, in an amount proportionate to the percentage of liability allocated to CONTRACTOR in any such settlement agreement, arbitration award, judgment or other final determination of liability. CONTRACTOR shall not have any obligation to indemnify, defend or reimburse Indemnitees for Professional Liability claims arising by reason of the sole negligence or willful misconduct of Indemnitees.

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 contract. 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 contract. 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 contract 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 Contract 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 Contract 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 contract 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 CITY:
City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
purchasing@duncanvilletx.gov

If to PROFESSIONAL:
Halff Associates
1201 N. Bowser Road
Richardson, Texas 75081
(214) 346-6268
dbuchanan@halff.com
Atm: David Buchanan, PLA
halff.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, Contract 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 contract pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Contract, 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 contract pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Contract, 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 contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. 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, and approved to date 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 day(s). 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 three (3) 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 transactions regarding the CONTRACT, and further, that CITY shall have access during normal working days and hours, and shall give the CONTRACTOR or subcontractor(s) reasonable advance notice of intended audits no less than 3 business day(s).

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 three (3) years after the expiration of the Contract, or until the Federal Auditor, 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 Federal Auditor, CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. 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 and employees are treated during their employment or recruitment, 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. This information will be provided to the City's Public Information Officer. The cost of preparation of such information requests will be tabulated and billed to the CITY. The CONTRACTOR shall mark "cost schedules and determinations of cost" submitted to the CITY as "CONFIDENTIAL".

Section 37. Counterparts.
This Contract 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 the 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. 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 Contract, 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 legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract 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 Contract.

Section 52. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. Warranty-Services

The Consultant represents that all services to be provided to the City of Duncanville under the Contract will be fully and timely performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license and all applicable Federal, State, and local laws, rules, or regulations. The CONTRACTOR makes no warranty, express or implied, as to its professional services rendered under this agreement.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

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

Section 55. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the 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 57. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

Section 58. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Section 59. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided

Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 60. 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 61. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in the performance of this contract, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract by incorporating such into a written contract 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 CONTRACT, 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 CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**HALFF ASSOCIATES, INC.**
Authorized Signature	**Authorized Signature**
Name: Doug Finch **Title: City Manager**	**Name: Joe David Buchanan, PLA** **Title: Director/Landscape Architecture**
Date	**Date**
972-780-5058	214-346-6268
Phone Number	**Phone Number**
purchasing@duncanvilletx.gov	dbuchanan@halff.com
Email Address	**Email Address**
	TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

Exhibit A – Scope of Services, Deliverables, and Schedule

April 5, 2024

Project No. (AVO): 56306.001

Elton Brock, MBA, CTPM, CTCM, CPSM, C.P.M.
Chief Procurement Officer City
of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116

RE: LADD Nature Preserve

Dear Mr. Brock:

At Halff we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful projects. As such, we are pleased to submit the following Scope of Services for the LADD Nature Preserve in the City of Duncanville.

The proposed services to be performed are described in the Scope of Services (**Attachment A**). Proposed services that are not included as part of the Scope of Service are listed in the Exclusions/Available Additional Services (**Attachment B**); however, these services can be provided by Halff upon request. A PROJECT Exhibit (**Attachment C**) and estimated PROJECT Schedule (**Attachment D**) are/is also included.

Unless otherwise modified, please note that the Scope of Services described herein shall remain valid and continue in effect for a period of 90 calendar days, after which it will require renewal in writing by CONSULTANT and CLIENT.

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services.

Sincerely,

David Buchanan, PLA

Director of Landscape Architecture

PURPOSE

Halff (CONSULTANT) shall provide Engagement, Environmental and Master Planning Services for the LADD Nature Preserve (PROJECT), to City of Duncanville (CLIENT). The Ladd Nature Preserve Master Plan represents a visionary undertaking that seeks to define and shape the future of this invaluable natural resource. Situated amidst the serene beauty of your community, the Ladd Nature Preserve has long been a sanctuary for both local residents and nature enthusiasts. The proposed project scope below, aims to create a comprehensive, sustainable, and inclusive master plan that will not only preserve and restore this site's ecological integrity but also enhance its accessibility, educational opportunities, and recreational amenities. This master plan is set to serve as a blueprint for the responsible management and development of the Ladd Nature Preserve, making sure that its ecological significance is maintained and enhanced while enriching the experience of all those who visit it.

ASSUMPTIONS

This scope of services (the "Scope of Services") has been prepared using the following assumptions as a basis for its preparation:

1. The Scope of Services represents a single, stand-alone project consisting of tasks described below for the design and construction of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.

2. CLIENT will provide available existing conditions information and base-map data, including, but not limited to:

    - As-built plans, record drawings, and/or condition assessments for existing utilities located within the proximity or adjacent to the PROJECT area.
    - Construction and/or as-built drawings, if available, and any future development plans impacting the PROJECT area.
    - Current property and easement information.
    - Aerial Data.
    - Existing or previous environmental reporting.
    - Base information such as CADD or GIS data.
    - GIS data for FEMA floodplain.
    - Hydraulic models.
    - Previous engagement/survey event meeting minutes or recorded session.
    - Property Deed.

3. The CLIENT will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to necessary stakeholders, including correspondence during the submittal review period(s), and providing CONSULTANT with organized reviews and/or comments and/or feedback from reviewing entities.

4. In addition to any base map data provided by the CLIENT (as described above), CONSULTANT will utilize publicly available and CLIENT-provided data (aerial ortho imagery, contours, record drawings, etc.) to supplement PROJECT development outside the limits of survey. Supplemental information will be used in the assessment, review, and design of the proposed improvements.

5. Internal project meetings described herein will be held virtually unless on-site meeting is specified. CONSULTANT shall notify CLIENT and request additional compensation if additional meetings are necessary for ongoing coordination and/or the completion of the PROJECT.

6. The CONSULTANT will use available, or CLIENT provided hydraulic or hydrological information for the tasks provided below.

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SCOPE OF SERVICES

The PROJECT is an approximately 49-acre undeveloped property located at 609 West Danieldale Road, north of Danieldale Road, between Cedar Hill Road and Santa Fe Trail (As shown in Attachment C).

PHASE 1 – PROJECT INITIATION AND ADMINISTRATION

TASK 1.1 – PROJECT MANAGEMENT AND CLIENT COORDINATION MEETINGS

CONSULTANT will provide project management tasks including monthly invoicing and progress reports, coordination of internal and external team members for effective coordination and communication regarding the PROJECT.

Task 1.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the monthly progress reports.*

TASK 1.2 – PROJECT KICK-OFF MEETING

CONSULTANT will attend one (01) in-person coordination/project kick-off meeting with the CLIENT (determined by CLIENT) to confirm the goals, objectives, budget, schedule, and program of proposed improvements of the PROJECT. Notes may be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

Task 1.2 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Project Kick-Off meeting notes.*

PHASE 2 – PROJECT BASE MAPPING AND SITE INVENTORY

TASK 2.1 – SITE INVESTIGATION

On the same day as the kick-off meeting, the CONSULTANT will initiate, and participate in one (01) Site Observation/Preliminary Field Review meeting with the CLIENT. An aerial photograph of the site will be taken to the site visit and used to confirm location and condition of existing improvements. The field review is necessary to identify key opportunities and constraints. The site observation will also include the gathering and evaluation of relevant information related to the PROJECT. CONSULTANT will prepare one (01) Field Review Report detailing the observations and identified opportunities and constraints associated with, but not limited to, topography of the site, utilities, vegetated areas, neighborhood impacts, drainage, and impacts to existing conditions. Evaluation of the site will be limited to visual field measurements and observations; no subsurface or interior investigations will be conducted. Photographs shall be taken by the CONSULTANT to record existing conditions and may be provided to the CLIENT.

Task 2.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (01) PDF copy of the Field Review Report.*
- *JPG copies of site photos.*

TASK 2.2 – ENVIRONMENTAL ASSESSMENT AND RESTORATION REPORT

CONSULTANT will review historical, site and available analytical data to provide an environmental site assessment. Soils, ecological site, ecological region, endangered species habitat and vegetative communities will be mapped and included in the base map in Task 2.6. Following the determination of the existing ecological conditions, the CONSULTANT will lead an Ecological Charrette with the CLIENT to determine ecological goals and evaluate possible land management and restoration strategies.

A restoration report will be prepared by the CONSULTANT combining the existing site assessment and the outcomes of the Ecological Charrette to provide draft preferred recommendations for protecting and improving ecological site health.

Task 2.2 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (01) PDF copy of the Site Assessment and Site Restoration Report.*

TASK 2.3 – DATA COLLECTION

CONSULTANT will gather and review available resource materials from the CLIENT relevant to the project study area as necessary for completion of the project. Project findings will be documented in a Data Collection Summary Report and included in the PROJECT Base Map. Relevant project data shall include, at a minimum, the following:

- Google Earth and/or Near Map aerial photography and mapping
- NCTCOG topography and other information
- Texas statewide environmental/historic/cultural resource data
- Utility and other information
- City of Duncanville Parks and Open Space Master Plan
- City of Duncanville Trails Master Plan
- City of Duncanville Comprehensive Plan
- City of Duncanville Thoroughfare Plan
- Current Zoning map
- City regulations and ordinances that impact the study area.
- Water and Wastewater Plan
- Current weekday 24-hour directional traffic counts on streets in the study corridor (If Available)

Task 2.3 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *See Base Map Deliverables below.*

TASK 2.4 – BASE MAP PREPARATION

CONSULTANT will prepare a project base map for the project study area utilizing CONSULTANT's gathered relevant project data. The PROJECT base map shall be suitable for use in both 22-inch x 34inch (full-size) and 11-inch x 17-inch (half size) format with black and white line work (and with full-color aerial photo background which can be turned on or off as requested by CLIENT). The base map shall include, at minimum, the data collected in the Data Collection Task.

Task 2.4 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the project Base Map.*

PHASE 3 – COMMUNITY AND STAKEHOLDER ENGAGEMENT

TASK 3.1 – PUBLIC OPEN HOUSE MEETING

CONSULTANT will prepare one (01) presentation and attend one (01) open house. Meetings will be held to introduce the overall PROJECT, project goals and objectives and garner feedback and input that will be incorporated into the project visioning and programming.

Task 3.1 Anticipated Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PDF copy of the open house meeting presentation and feedback notes.*

PHASE 4 – VISIONING AND PROGRAMMING

TASK 4.1 – VISIONING AND PROGRAMMING WORKSHOP

CONSULTANT will attend one (01) visioning and programming workshop with the project Steering Committee to establish the project vision and programmatic list of site improvements. Engagement meeting notes, site inventory mapping, precedent imagery and project examples will be used as points of discussion. Notes will be taken by the CONSULTANT and will be incorporated into the Concept Master Plans.

Task 4.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Visioning and Programming Workshop notes.*

PHASE 5 – PRELIMINARY CONCEPT MASTER PLAN DEVELOPMENT

TASK 5.1 – MASTER PLAN WORKSHOP AND DESIGN CHARETTE

CONSULTANT will conduct one (01) Master Plan Workshop and Design Charette with the Steering Committee and CLIENT to discuss existing project site conditions, engagement results and to diagrammatically explore spatial alternatives for the proposed improvements. The spatial alternatives will be scanned and documented and used in the Preliminary Concept Master Plan

Task 5.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Design Charette Alternative(s).*

TASK 5.2 – PRELIMINARY CONCEPT MASTER PLAN

CONSULTANT will prepare two (02) Preliminary Concept Plan(s) using the base map previously prepared, that helps communicate the intent and vision of the PROJECT. The Preliminary Concept Plans shall include the layout of proposed amenities, associated improvements identified during the visioning and programming and will be prepared with project phasing recommendations. Written approval by the CLIENT will be given prior to proceeding with the Final Master Plan Development.

Task 5.2 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Preliminary Concept Plan(s).*

TASK 5.3 – OPINION OF PROBABLE COSTS

Upon completion of the Preliminary Concept Plans, the CONSULTANT shall prepare an Opinion of Probable Construction Cost (OPCC) for each concept provided. CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

Task 5.3 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing bid items, quantities, and estimated bid costs.*

TASK 5.4 – PRELIMINARY CONCEPT MASTER PLAN REVIEW MEETING

Upon completion of the Preliminary Concept Master Plans and the Opinion of Probable Costs, the CONSULTANT will meet with the CLIENT to present the master plans with the intent to receive concept design feedback. Notes will be taken by the CONSULTANT and will be incorporated into the Final Concept Master Plan.

Task 5.4 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Preliminary Concept Master Plan Review Meeting notes.*

PHASE 6 – FINAL CONCEPT MASTER PLAN DEVELOPMENT

TASK 6.1 – FINAL CONCEPT MASTER PLAN

Based on the input gathered from the Preliminary Concept Mater Plan Review Meeting, CONSULTANT will prepare one (01) Final Concept Plan. The Final Concept Plan shall include the layout of proposed improvements in plain view, to demonstrate compliance with applicable Federal, State, and local/stakeholder rules, regulations, codes, and agencies having jurisdiction. The CONSULTANT will

identify any locations where exceptions to the established design standards may be necessary.

Task 6.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Preliminary Concept Plan(s).*

TASK 6.2 – OPINION OF PROBABLE COSTS

Upon completion of the approved Final Concept Master Plan, the CONSULTANT shall prepare an Opinion of Probable Construction Cost (OPCC). CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

Task 6.2 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing bid items, quantities, and estimated bid costs.*

TASK 6.3 – FINAL CONCEPT MASTER PLAN REVIEW MEETING

Upon completion of the Final Concept Master Plans and the Opinion of Probable Costs, the CONSULTANT will meet with the CLIENT to present the master plans with the intent to receive concept design feedback. Written approval by the CLIENT will be given prior to proceeding with the Master Plan Report.

Task 6.3 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Preliminary Concept Master Plan Review Meeting notes.*

TASK 6.4 – CONCEPT PERSPECTIVE VISUALIZATIONS

CONSULTANT will create one (01) 3D computer-generated model of the PROJECT that illustrates the intent and vision of the PROJECT. If applicable, the 3D computer-generated model will incorporate existing conditions features and/or base mapping data representative of the PROJECT.

CONSULTANT will prepare and export three (03) High-Resolution, Digital, Color, Eye-Level or Aerial perspectives that help communicate the intent and vision of the PROJECT. CONSULTANT's digital renderings shall be formatted at 24-inch-Wide x 36-inch-Long with color-rendered improvements.

Task 6.4 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PDF copy of each of the Concept Perspective Visualizations, totaling three (03).*

PHASE 7 – MASTER PLAN REPORT

TASK 7.1 – DRAFT MASTER PLAN REPORT

CONSULTANT will prepare a draft concept plan study document to include the following sections, which are subject to one round of consolidated adjustments during the planning process:

- Vision – defined goals and vision of the site master plan effort.
- Data Collection – identify constraints opportunities and site analysis.
- Community and Stakeholder Engagement – summary of community and stakeholder engagement.
- Site Assessment – summary of findings from the Site Investigation and Site Tour.
- Proposed Recommendations – refined strategies and site and restoration concepts.
- Implementation Strategies – implementation action table with planning-level estimates of potential costs, timeline for implementation and identification of responsible parties.

Task 7.1 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Draft Concept Plan Report.*

TASK 7.2 – DRAFT MASTER PLAN REPORT REVIEW MEETING

Upon completion of the Draft Concept Master Plan Report, the CONSULTANT will meet with the CLIENT to present the master plans with the intent to receive concept design feedback. Notes may be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

Task 7.2 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PDF copy of the Preliminary Concept Master Plan Review Meeting notes.*

TASK 7.3 – FINAL MASTER PLAN REPORT

CONSULTANT will prepare a final concept plan report for CLIENT approval. Comments received during the Draft Concept Plan Report Review Meeting will be incorporated into the Final Concept Plan Report.

Task 7.3 Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PDF copy of the Final Concept Plan Report.*

PHASE 8 – MASTER PLAN APPROVAL AND ADOPTION

TASK 8.1 – MASTER PLAN APPROVAL AND ADOPTION

CONSULTANT will present, along with City staff, the final concept master plan to the City Council in one (01) approval meeting with the CLIENT.

Notes will be taken by the CONSULTANT to record items discussed at these meetings and will be distributed to the CLIENT.

Task 8.1 Deliverables:
Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PPT presentation.*
- *One (01) Digital PDF copy of the meeting notes.*
- *One (01) Digital PDF copy of the final concept master plan.*

BASIS OF COMPENSATION
LADD NATURE PRESERVE

The basis of compensation for the services below shall be as follows:

A. PHASE 1 – PROJECT INITIATION AND ADMINISTRATION _____$8,900

B. PHASE 2 – PROJECT BASE MAPPING AND SITE INVENTORY _____$23,400

C. PHASE 3 – COMMUNITY AND STAKEHOLDER ENGAGEMENT _____$11,500

D. PHASE 4 – VISIONING AND PROGRAMMING _____$5,800

E. PHASE 5 – PRELIMINARY CONCEPT MASTER PLAN DEVELOPMENT_____$50,900

F. PHASE 6 – FINAL CONCEPT MASTER PLAN DEVELOPMENT _____$25,600

G. PHASE 7 – MASTER PLAN REPORT _____$16,900

H. PHASE 8 – MASTER PLAN APPROVAL AND ADOPTION _____$2,900

****Direct Costs (Estimated Reimbursable Expenses) _____$4,000**

PROJECT GRAND TOTAL (Phases 1-8, & Direct Costs) $149,900

ATTACHMENT B
EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

GENERAL:

1. Any additional work not specifically included in the Proposed Scope of Services will be accomplished as Additional Services.
2. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.
3. Design of areas outside the limits of the defined project site.
4. Design and coordination of existing utility relocations and modifications, including, gas, telephone, or other franchise utility improvements.
5. Additional graphic products.
6. Additional meetings not identified in the project scope of services. If additional meetings are required, an Additional Service will be necessary. Anticipated fees per meeting range between $2,000 and $10,000 depending on staff needs and meeting type.
7. Printing of additional drawings, specifications and contract documents not identified in the project deliverables.
8. Negotiations with adjacent property owners.

PUBLIC ENGAGEMENT:

9. Additional engagement meetings not identified in the project scope of services.

TRAFFIC:

10. Preparation of Traffic engineering reports or studies is excluded.
11. Detailed Traffic Control and/or Roadway/Traffic Modification Plans are excluded.

CONSTRUCTION DOCUMENTATION:

12. The preparation and development of Construction Documentation is excluded.

SURVEY:

13. Field survey is excluded.
14. Geospatial Survey Services are excluded.
15. Right of Entry preparation and coordination is excluded.
16. Boundary Research and Boundary Resolution Services are excluded.

ENVIRONMENTAL:

17. Review of federal regulations not listed in scope above.
18. NEPA Environmental Documentation - Technical analyses and reports are excluded from this scope of services including air, noise, waters, biology, cultural resources, community, hazardous materials, indirect, cumulative analyses, etc.
19. Additional regulatory agency requirements not identified in the proposed scope of services.
20. Threatened or endangered species surveys or Section 7 consultation with the United States Fish and Wildlife Service (USFWS) under the Endangered Species Act are excluded.
21. Presence/absence surveys for state listed threatened or endangered species, and species of greatest conservation needs and consultation with Texas Parks and Wildlife (TPWD) are excluded.
22. Preparation of a Preconstruction Notification (PCN), mitigation plan, or a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this Scope of Services.

23. Obtaining an Antiquities Permit from the Texas Historical Commission (THC), preparation of a research design, performing a reconnaissance survey or intensive surveys (i.e., on the ground or archival research for historic structures/districts and shovel testing/deep trenching for archeological sites), evaluation of National Register of Historic Places (NRHP) eligibility for any resources, evaluation of effects on NRHP-eligible or -listed sites, development of mitigation plans, or Section 4(f) evaluations are excluded.
24. Phase I and II Environmental Site Assessment performed in accordance with applicable American Society for Testing and Materials (ASTM) standards or any surveys/investigations involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys) are excluded.
25. Field survey of channel cross sections is excluded other than what is identified in the scope above.
26. Field survey of area outside the identified project area is excluded.
27. Federal, state, or local review and processing fees are excluded, except where provided for in the scope of services.

HYDROLOGIC/HYDRAULIC (H&H):

28. City of Duncanville or Dallas County floodplain development permitting or permitting fees are excluded.
29. Hydrologic/hydraulic (H&H) modeling of Tenmile Creek is excluded.
30. Development of a hydrologic model or hydrologic parameters are excluded. Preliminary 100- year discharges will be used for this analysis.
31. Floodway analysis is excluded.
32. Development of an updated 500-year and determination of floodway limits are excluded from this scope.
33. H&H services are excluded.
34. FEMA submittals (CLOMR/LOMR) are excluded.

FUNDING ASSITANCE:

35. Grant application preparation or submittals are excluded.

Duncanville
City of Champions

ATTACHMENT C
PROJECT LOCATION AND LIMITS



ATTACHMENT D
PROJECT SCHEDULE AND IMPLEMENTATION PLAN

Preliminary project schedule is shown below and is anticipated to be approximately 04 (four) months. Project schedule is subject to modifications due to delays, etc. Modifications to this schedule will be communicated with the CLIENT as the project progresses. See below for the Phase and Task breakdown and associated timelines. All tasks listed in Attachment A will be managed by Halff (David Buchanan, PLA), and will include team members from Lake Flato, Blackland Collaborative and K-Strategies.

PHASE 1 – PROJECT INITIATION AND ADMINISTRATION (02 Weeks) PHASE 2 –

PROJECT BASE MAPPING AND SITE INVENTORY (02 Weeks)

PHASE 3 – COMMUNITY AND STAKEHOLDER ENGAGEMENT (Project Duration) PHASE 4 –

VISIONING AND PROGRAMMING (01 Week)

PHASE 5 – PRELIMINARY CONCEPT MASTER PLAN DEVELOPMENT (04 Weeks) PHASE 6 – FINAL

CONCEPT MASTER PLAN DEVELOPMENT (03 Weeks)

PHASE 7 – MASTER PLAN REPORT (03 Weeks)

PHASE 8 – MASTER PLAN APPROVAL AND ADOPTION (01 Weeks)

Exhibit B – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So, any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.

2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.

3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**

4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**

5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.

6. Describe <u>any other</u> affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.

7. **Signature box. Date and sign the form. <u>A signature is required from the person completing the</u>**

form even if "None" entered in boxes 3, 4, & 6.

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____

Signature of vendor doing business with the governmental entity	Date

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State.
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____(Person name), the undersigned representative

of (Company or Business name)_____

_____

_____(hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE

STAFF REPORT

MEETING: City Council - 07 May 2024

TITLE:
Receive the Monthly Financial Report as of March 31, 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 March is the sixth month of fiscal year 2023-2024. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues and expenditures can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 50%.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	**Purchase Amount**	**After Encumber**
NA	NA	NA

ACTION ALTERNATIVES:
No City Council action required.

ATTACHMENTS:
March 2024 Monthly Financial Report

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2023-2024

YEAR-TO-DATE OPERATIONS

AS OF MARCH 31, 2024

OCTOBER 1, 2023 - MARCH 31, 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
4/29/2024

FY 2023-2024 FINANCIAL REPORT
as of March 31, 2024

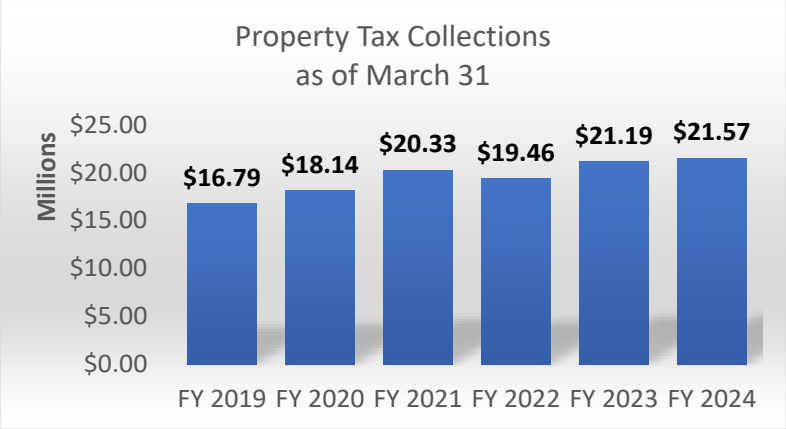
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through March 31, 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.

March is the sixth month of the fiscal year (FY) 2023-2024. The benchmark percentage of funds received and expended is 50%, equating to six months out of twelve. Below are highlights of year-to-date revenues and expenditures through March 31, 2024. The 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 March:

- Tax Year 2023: $244,225
- Prior Years: $12,930
- Penalties and Interest: $23,159

FY 2023-2024 FINANCIAL REPORT
as of March 31, 2024

SALES TAX TREND

SALES TAX ALLOCATION HISTORICAL SUMMARIES

City of Duncanville
Authority Code: 2057084
2 CENT AUTHORIZATION

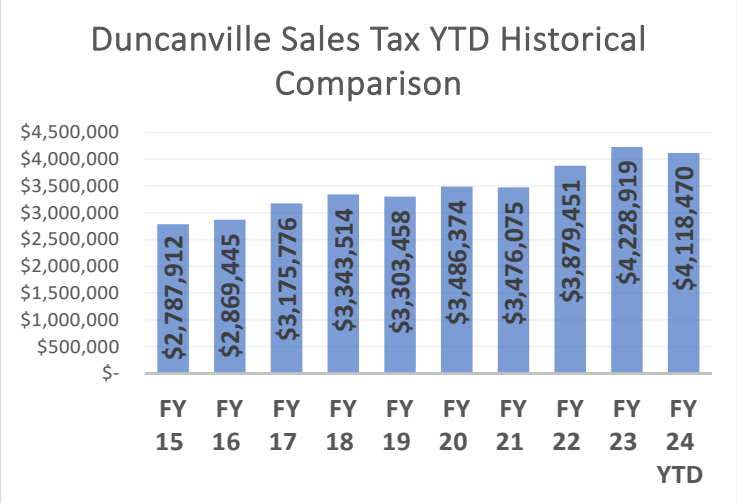
TOTAL SALES TAXES COLLECTED AND RECEIVED

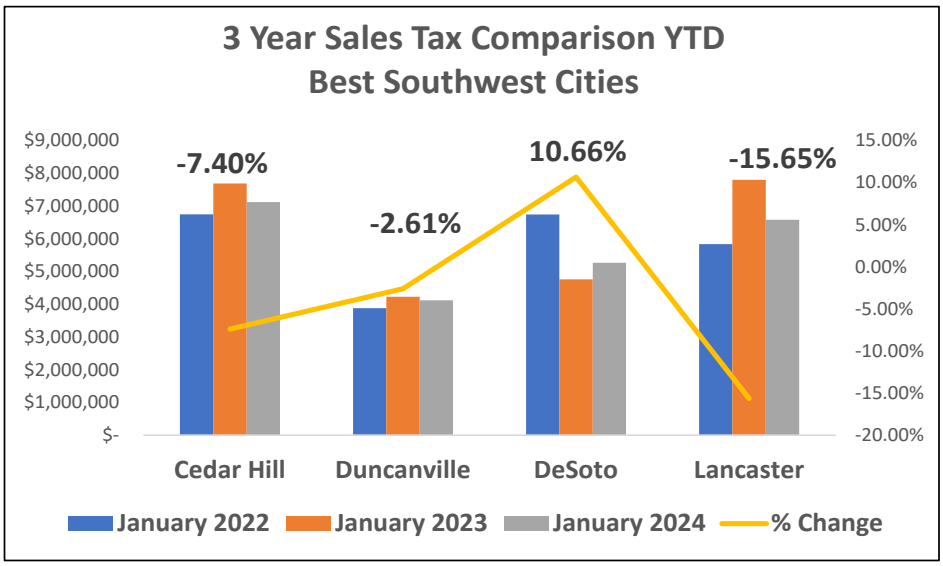
.02 CENT ALLOCATION			FY	FY	FY	FY	FY	FY
COLLECTION MONTH	RECEIVED MONTH	% CHANGE PY ACCUMULATIVE	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19
OCT	DEC	2.92%	$ 1,022,816.88	$ 993,789.74	785,673.18	830,234.09	899,967.44	808,134.72
NOV	JAN	2.87%	$ 998,707.18	$ 971,344.59	970,431.17	802,203.37	799,874.76	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	-2.61%	$ 964,640.77	$ 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			4,118,469.57	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			-2.61%	9.01%	11.60%	-0.30%		

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 -2.61% over the previous year's collections for the same time period.
  - Previous month had an audited refund of $142,000, therefore reducing the amount received.
- The benchmark of receipts year to date is 33.3% since collections are two months behind. Total actual receipts are 30.8% of the budget.

FY 2023-2024 FINANCIAL REPORT
as of March 31, 2024

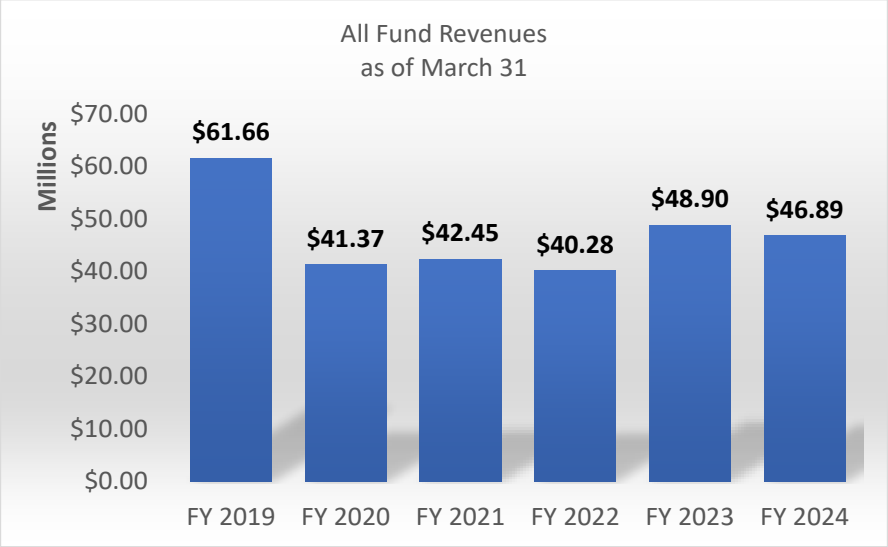




The chart above shows year-to-date sales tax reported as of December for each Best Southwest city compared to the last two years year-to-date. The purpose of this graph is to recognize the regional economic changes.

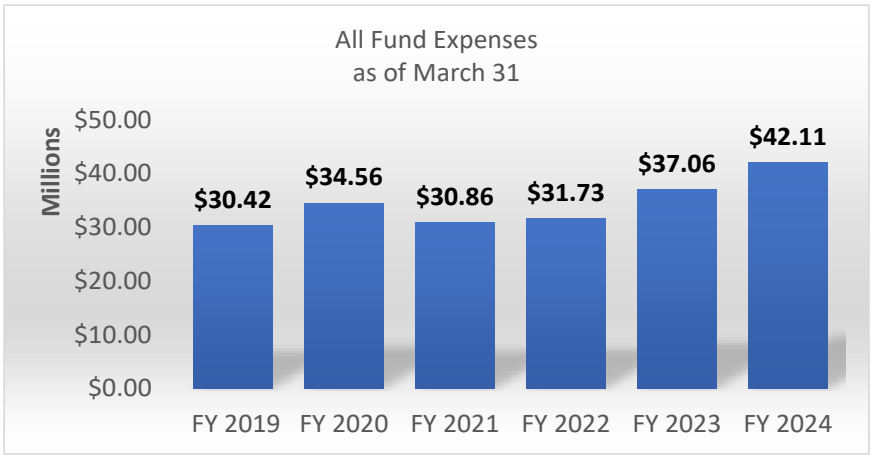
FY 2023-2024 FINANCIAL REPORT
as of March 31, 2024

ALL FUNDS



Total revenue collected as of March 31, 2024, is $46.9 million. This is 55.9% of the total revenue budget for all funds.

- Property Tax revenue is 92% of the budget.



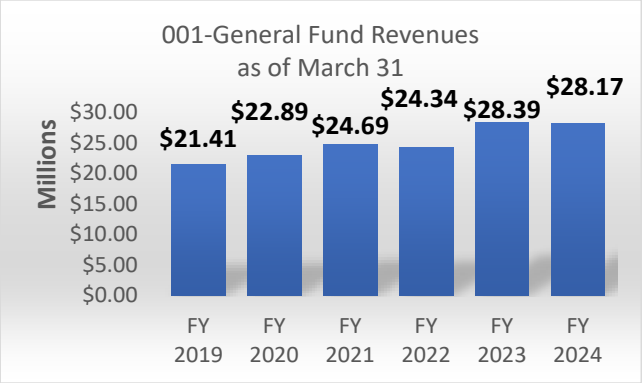
Expenditures are 38.9% of the budget to date.

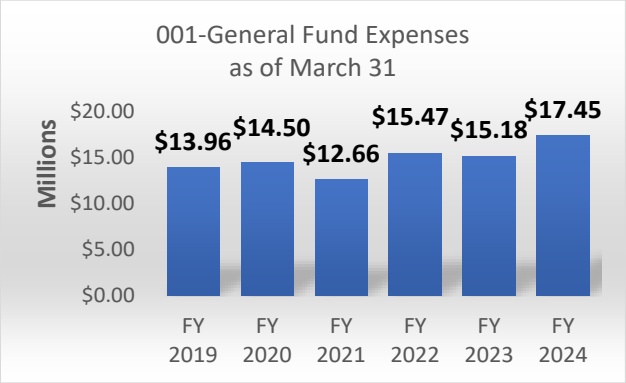
- Debt is 83.9% of the budget as the principal and interest payment for the Fieldhouse and General obligation debt was paid in February.

FY 2023-2024 FINANCIAL REPORT
as of March 31, 2024

GENERAL FUND

The General Fund's unaudited ending fund balance for actuals is approximately $32 million to date. This is due to ongoing adjustments to FY 2023 as the City continues with the 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 $16.9 million.





General Fund Revenue Highlights:

- General Fund revenues and service reimbursements are currently at 69.7% of the budget.
- Property Tax receipts are 92% of the budget to date.
- Interest revenue received to date is $1,135,151. This is 27% greater than FY 2023.

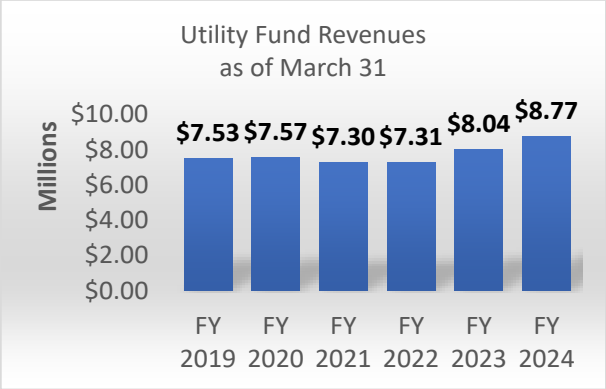
General Fund Expense Highlights:

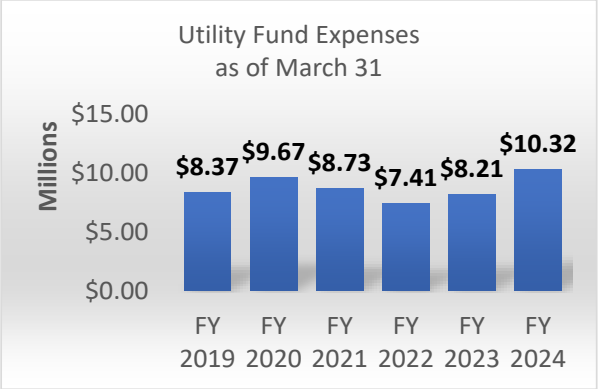
- Operating expenditures are at 42.7% of the budget.
- Divisions trending at 35% or less at this point in the year:
  - Police Special Services – budget contains training and supplies for the whole department. Training is based on timing of police academy for new recruits and purchase of materials such as ammunition.
  - Special Events – the biggest event and expenditures occur in the summer.
  - Parks Maintenance – biggest expense occurs after Spring when mowing continues on right of ways.
  - Street Maintenance – has 5 vacancies and street maintenance projects occur in late Spring and Summer.
  - Traffic Operations – capital replacement projects, such as traffic cabinet replacements, have not been expended to date.
  - Equipment Services – budget is primarily outsourced maintenance and repairs, as needed, fuel and in-house maintenance. Timing of expenditures can vary.

FY 2023-2024 FINANCIAL REPORT
as of March 31, 2024

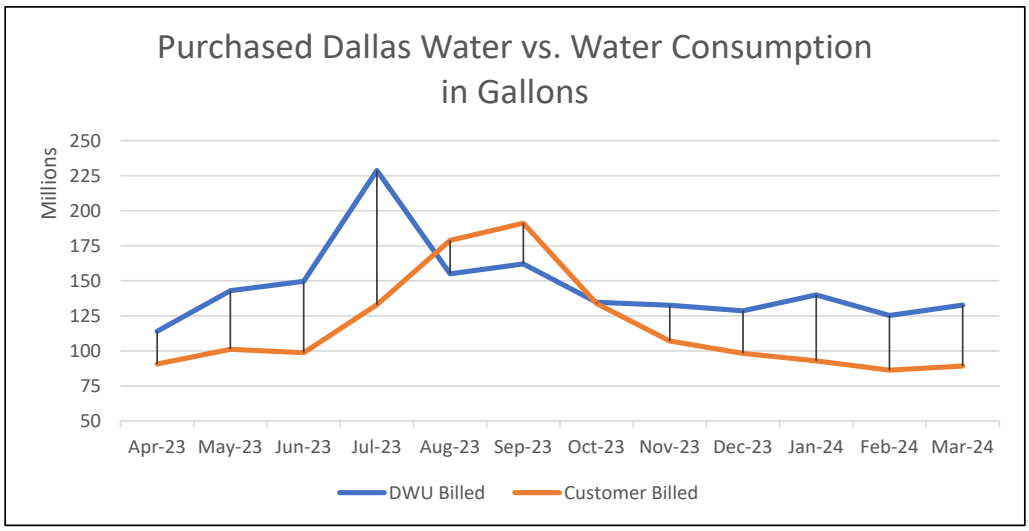
UTILITY FUND

The Utility Operating Fund's unaudited beginning fund balance is $13.2 million, with an actual year-to-date unaudited fund balance of $11.7 million. Expenses exceeded revenues for March by $2.2 million.





- Total utility revenues are 41 % of the budget. This is on target as revenue collection is one month behind.
- Total expenditures are 46.6% of the budget. This amount includes $1.7 million in payments to Dallas Water Utilities (wholesale water) and $3.1 million to Trinity River Authority (wastewater treatment) to date. Additionally, it includes $2.5 million transferred into Utility CIP.



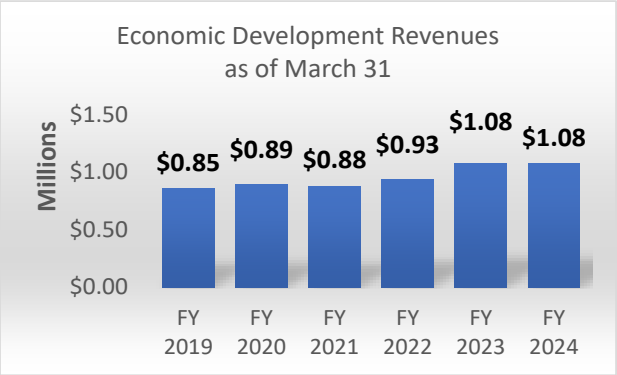
The average percentage of unbilled water is 19.5%. Per the Texas Water Development Board, 10% is the industry standard.

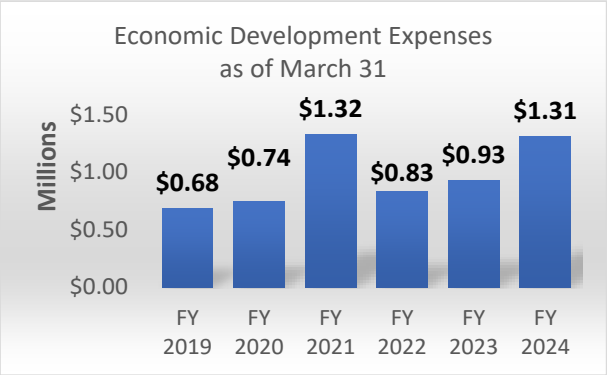
FY 2023-2024 FINANCIAL REPORT
as of March 31, 2024

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 32% of the budget. Revenue received in Economic Development is a ½ cent sales tax. Collections for January were paid in March. Benchmark is 33.3% since sales tax collections are two months behind.



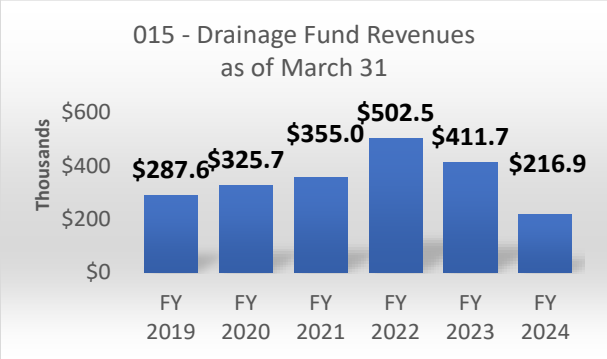


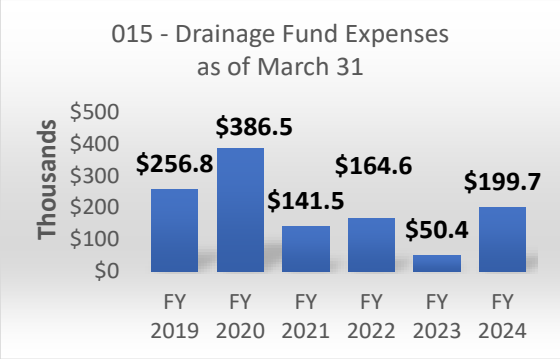
- Total expenditures are 29% of the budget.
  - Transfer to Fieldhouse for Fieldhouse debt payment - $530,675.
  - The "Other Financing Uses" expense category includes incentives and grants line-item accounts; $339,802 in incentives have been paid to date.
  - Half of the budget is for community and business development, redevelopment incentives. Expenditures are 29.2% of the budget.

FY 2023-2024 FINANCIAL REPORT
as of March 31, 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.



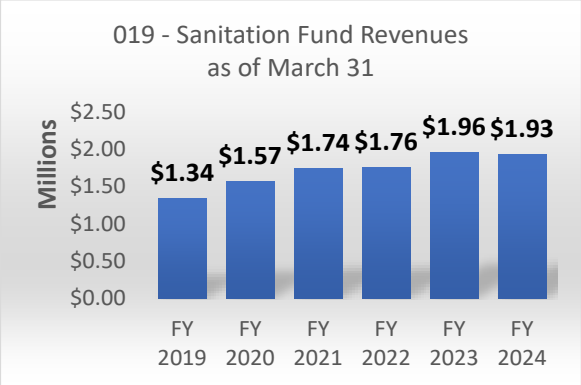


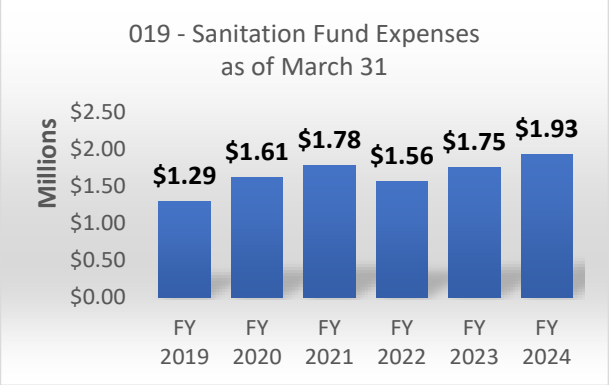
- Total revenues are 27.8 % of the budget.
- Total expenditures are 8% of the budget. This fund budgets for 3 FT street positions. However, these positions are vacant. Construction project expenses are 10% of the budget to date.

FY 2023-2024 FINANCIAL REPORT
as of March 31, 2024

SANITATION FUND

The Sanitation Fund unaudited beginning fund balance is $848,838, with an actual year-to-date unaudited fund balance of $853,404.



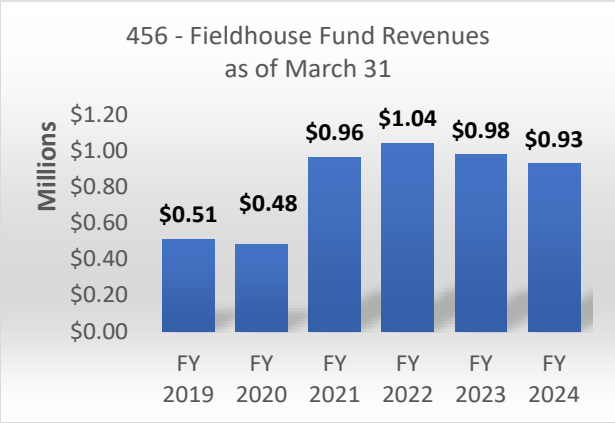


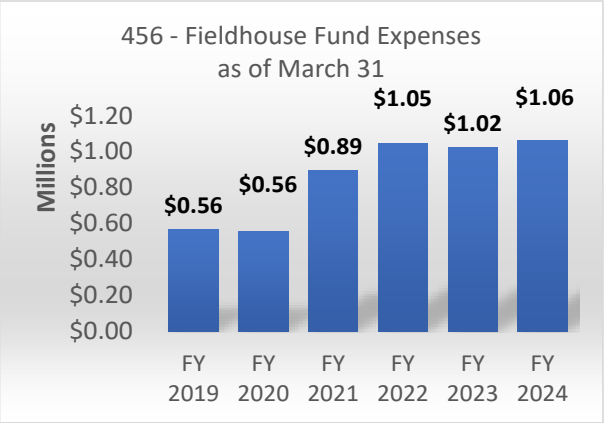
- Total revenues are 41.2 % of the budget. Revenues are on target as collections are one month behind.
- Total expenditures are 41.4 % of the budget. Expenses include Garbage Collection Fees to Republic. A total of $1.6 million has been paid to date to Republic and for Landfill.

FY 2023-2024 FINANCIAL REPORT
as of March 31, 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 44.3 % of the budget.
- Total expenditures are 52.6 % of the budget.
  - Annual debt payment paid in February. - $530,675. Debt to be paid in full in February 2025.

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 59.5%. This includes tax grants in the amount of $436,198 paid year to date.

CAPITAL IMPROVEMENT PROJECT HIGHTLIGHTS

- Fire Station 1 – Final acceptance of construction expected in March 2024. $9.5 million spent to date including IT network, technology, furniture and fixture related expenses.
- Armstrong Park and Splashpad – estimated completion March 2024. $3.1 million spent project to date.
- Swan Ridge Street, Utilities, and Drainage improvements – substantially. $2.6 million spent project to date.

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.

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
March 01 - 31, 2024

	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
Collections:					
Payments Received	AC003P	$275,016.68	$23,773.60	$5,024.52	$303,814.80
Adjustments to Collections:					
Refunds/Levy Corrections	AC003A	($15,024.98)	($129.40)	($108.04)	($15,262.42)
Return Check Items	AC003A	($598.89)	($41.92)	$0.00	($640.81)
Transfers/Reversals	AC003A	($2,209.34)	($443.40)	($272.09)	($2,924.83)
Total Adjustments to Collections	**AC003A**	**($17,833.21)**	**($614.72)**	**($380.13)**	**($18,828.06)**
Maintenance & Operations	AC002A	$241,292.03	$21,763.68	$4,644.39	$267,700.10
Interest & Sinking	AC002A	$15,891.44	$1,395.20	$0.00	$17,286.64
Net Collections	**AC002A**	**$257,183.47**	**$23,158.88**	**$4,644.39**	**$284,986.74**
Transferred Refund from Escrow	AC002A	$0.00			$0.00
Rendition Penalty	AC006A	($28.60)			($28.60)
Collections Fee		$0.00			$0.00
Total Miscellaneous Items		**($28.60)**			**($28.60)**
M&O Net Payment to Entity		$241,263.43	$21,763.68		$263,027.11
I&S Net Payment to Entity		$15,891.44	$1,395.20		$17,286.64
Total Net Payment to Entity		**$257,154.87**	**$23,158.88**		**$280,313.75**
Net Adjustment to Levy	AR006A	($15,628.77)			
Current Year Collection Percentage Based on Monthly Collections:				**96.24%**	

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.

NOTARY PUBLIC STATE OF TEXAS
Destiny Flores
My Commission Expires
06/29/2024
ID No. 132542872

John R. Ames, CTA
Dallas County Tax Assessor/Collector

Notary Public, State of Texas

Sworn and subscribed before me, this 4 day of April, 2024.

ALL FUNDS
AS OF MARCH 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024 YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$21,571,145	$23,393,424	92.21%	$1,822,280	$21,185,411	97.80%	$385,734	1.82%
51 - SALES & OTHER TAXES	4,515,419	14,528,864	31.08%	10,013,445	4,752,985	35.00%	(237,566)	-5.00%
52 - PERMITS & LICENSES	372,170	647,500	57.48%	275,330	328,700	57.46%	43,470	13.22%
53 - FINES & FEES	157,263	377,600	41.65%	220,337	172,044	40.57%	(14,781)	-8.59%
54 - INTERGOV REVENUES	136,432	1,604,853	8.50%	1,468,421	4,924,732	85.38%	(4,788,300)	-97.23%
55 - INTEREST	1,867,594	817,926	228.33%	(1,049,668)	1,348,518	697.63%	519,076	38.49%
56 - FRANCHISE FEE REV	511,419	2,080,000	24.59%	1,568,581	590,512	28.75%	(79,093)	-13.39%
57 - CHARGES FOR SERVICES	12,138,069	28,832,460	42.10%	16,694,391	11,662,079	43.35%	475,990	4.08%
58 - TRANSFER FROM FUNDS	4,525,128	9,054,530	49.98%	4,529,403	2,617,221	38.31%	1,907,907	72.90%
59 - OTHER SOURCES	1,094,985	2,426,961	45.12%	1,331,976	1,314,174	18.20%	(219,189)	-16.68%
Revenue Total	**$46,889,623**	**$83,764,118**	**55.98%**	**$36,874,495**	**$48,896,375**	**57.38%**	**($2,006,752)**	**-4.10%**
Expense								
60 - SALARY AND BENEFITS	$14,407,880	$30,225,973	47.67%	$15,818,093	$12,604,920	44.82%	$1,802,960	14.30%
72 - SUPPLIES & MATERIALS	955,884	4,380,861	21.82%	3,424,978	1,054,547	20.62%	(98,663)	-9.36%
73 - CONTRACT & PROF SVCS	10,300,865	25,349,404	40.64%	15,048,539	9,715,701	41.33%	585,164	6.02%
74 - MAINT & REPAIR SVCS	685,439	2,326,520	29.46%	1,641,080	493,338	26.63%	192,101	38.94%
75 - UTILITIES	631,932	1,251,864	50.48%	619,932	539,880	44.35%	92,052	17.05%
76 - CAPITAL OUTLAY	7,619,480	28,255,667	26.97%	20,636,186	7,172,188	24.40%	447,292	6.24%
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	5,291,609	10,522,920	50.29%	5,231,311	3,249,861	40.69%	2,041,748	62.83%
79 - OTHER FINANCING USES	520,920	3,795,546	13.72%	3,274,626	563,026	18.62%	(42,106)	-7.48%
Expense Total	**$42,109,524**	**$108,129,236**	**38.94%**	**$66,019,712**	**$37,060,502**	**36.25%**	**$5,049,022**	**13.62%**
Net Income (Loss)	**$4,780,099**	**($24,365,118)**			**$11,835,873**			

001 - GENERAL FUND
AS OF MARCH 31, 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	$250,237	$20,178,018	$21,909,710	92.10%	$20,322,560	97.68%	($144,542)	-0.71%
51 - SALES & OTHER TAXES	738,578	3,160,382	10,251,648	30.83%	3,231,478	33.88%	(71,096)	-2.20%
52 - PERMITS & LICENSES	56,413	372,170	647,500	57.48%	328,700	57.46%	43,470	13.22%
53 - FINES & FEES	31,401	142,407	350,100	40.68%	155,664	40.26%	(13,257)	-8.52%
54 - INTERGOV REVENUES	23,082	13,871	347,861	3.99%	38,334	16.14%	(24,464)	-63.82%
55 - INTEREST	126,873	1,135,151	798,626	142.14%	897,408	1325.56%	237,744	26.49%
56 - FRANCHISE FEE REV	11,999	421,393	1,755,000	24.01%	450,526	25.91%	(29,133)	-6.47%
57 - CHARGES FOR SERVICES	36,076	1,242,738	1,147,200	108.33%	1,177,166	105.08%	65,572	5.57%
58 - TRANSFER FROM FUNDS	232,409	1,394,453	2,795,905	49.87%	1,447,647	49.83%	(53,194)	-3.67%
59 - OTHER SOURCES	22,859	113,712	448,250	25.37%	344,459	88.10%	(230,747)	-66.99%
Revenue Total	**$1,483,762**	**$28,174,293**	**$40,451,800**	**69.65%**	**$28,393,941**	**75.19%**	**($219,647)**	**-0.77%**
Expense								
60 - SALARY AND BENEFITS	$2,000,954	$12,603,589	$26,165,814	48.17%	$10,932,307	45.27%	$1,671,283	15.29%
72 - SUPPLIES & MATERIALS	173,548	538,831	2,143,916	25.13%	504,385	24.85%	34,447	6.83%
73 - CONTRACT & PROF SVCS	1,103,304	2,505,601	8,003,405	31.31%	2,164,956	30.80%	340,646	15.73%
74 - MAINT & REPAIR SVCS	14,762	538,757	1,745,685	30.86%	364,289	26.29%	174,468	47.89%
75 - UTILITIES	14,573	544,381	981,857	55.44%	484,397	50.87%	59,984	12.38%
76 - CAPITAL OUTLAY	3,168	45,712	268,814	17.01%	47,004	29.33%	(1,292)	-2.75%
78 - TRANSFER TO FUNDS	108,560	602,995	1,141,418	52.83%	484,011	41.37%	118,984	24.58%
79 - OTHER FINANCING USES	16,084	74,121	473,053	15.67%	198,153	38.99%	(124,032)	-62.59%
Expense Total	**$3,434,953**	**$17,453,989**	**$40,923,963**	**42.65%**	**$15,179,502**	**40.60%**	**$2,274,487**	**14.98%**
Net Income (Loss)	**($1,951,191)**	**$10,720,304**	**($472,163)**		**$13,214,439**			

	ACTUAL	BUDGET
UNAUDITED BEGINNING FUND BALANCE	**$ 21,691,656**	**$ 17,431,689**
ENDING FUND BALANCE	**$ 32,411,960**	**$ 16,959,526**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	41.4%
# of Days Coverage	151
Reserve Requirement $$ (60 Days)	$ 6,727,227
Reserve Requirement %	16.4%
Excess Reserves	**$ 10,232,299**

001 - GENERAL FUND
AS OF MARCH 31, 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	$218,062	$19,985,136	$21,619,710	92.44%	$20,046,310	97.57%	(61,175)	-0.31%
501102 - DELINQUENT TAXES	14,700	126,619	145,000	87.32%	232,863	186.29%	(106,244)	-45.63%
501103 - PENALTIES AND INTEREST	17,475	66,263	145,000	45.70%	43,386	32.14%	22,877	52.73%
50 - PROPERTY TAXES Total	**$250,237**	**$20,178,018**	**$21,909,710**	**92.10%**	**$20,322,560**	**97.68%**	**($144,542)**	**-0.71%**
51 - SALES & OTHER TAXES								
501201 - STATE SALES TAX CITY PORTION	$486,083	$2,081,221	$6,768,432	30.75%	$2,132,483	33.84%	(51,262)	-2.40%
501202 - SALES TAX PROPERTY TAX RELIEF	243,042	1,040,610	3,384,216	30.75%	1,066,242	33.84%	(25,631)	-2.40%
501204 - ALCOHOLIC BEVERAGE TAX	9,453	38,550	99,000	38.94%	32,753	38.53%	5,797	17.70%
51 - SALES & OTHER TAXES Total	**$738,578**	**$3,160,382**	**$10,251,648**	**30.83%**	**$3,231,478**	**33.88%**	**($71,096)**	**-2.20%**
52 - PERMITS & LICENSES								
502101 - BUILDING PERMITS	$28,062	$177,143	$350,000	50.61%	$158,729	52.91%	18,414	11.60%
502102 - ELECTRICAL PERMITS	4,150	20,011	27,000	74.11%	16,150	80.75%	3,861	23.91%
502103 - SOLICITOR LICENSES	0	150	500	30.00%	225	45.00%	(75)	-33.33%
502106 - SIGN PERMITS	950	10,450	18,000	58.06%	13,577	90.51%	(3,127)	-23.03%
502108 - HEALTH FOOD INSPECTION FEES	4,360	46,505	75,000	62.01%	31,579	45.11%	14,926	47.27%
502109 - PLUMBING AND AC PERMITS	7,375	37,097	60,000	61.83%	28,025	50.95%	9,072	32.37%
502111 - ZONING & SPEC USE PERMIT	1,200	5,825	12,000	48.54%	10,825	127.35%	(5,000)	-46.19%
502114 - RENTAL PROPERTY REGISTRATION	4,175	39,035	55,000	70.97%	45,005	90.01%	(5,970)	-13.27%
502120 - ALARM PERMITS	6,140	35,704	45,000	79.34%	24,385	48.77%	11,319	46.42%
502122 - POOL OR SPA INSPECTION FEE	0	250	5,000	5.00%	200	6.67%	50	25.00%
509607 - ANIMAL PERMITS	0	0	0	0.00%	0	0.00%	0	0.00%
52 - PERMITS & LICENSES Total	**$56,413**	**$372,170**	**$647,500**	**57.48%**	**$328,700**	**57.46%**	**$43,470**	**13.22%**
53 - FINES & FEES								
502112 - EMS SVCS COST SETTLEMENT	0	0	0	0.00%	0	0.00%	0	0.00%
503101 - MUNICIPAL COURT FINES	25,303	114,298	275,000	41.56%	124,046	41.35%	(9,748)	-7.86%
503102 - COURT RELATED FEES	5,631	24,923	60,000	41.54%	26,330	40.51%	(1,407)	-5.34%
503103 - SCHOOL CROSSING FEES	73	1,161	2,500	46.43%	1,287	36.77%	(126)	-9.80%
503201 - LIBRARY FINES	472	1,953	5,000	39.05%	3,486	116.20%	(1,533)	-43.99%
503301 - FALSE ALARM FINES	0	150	7,500	2.00%	515	3.43%	(365)	-70.87%
509609 - RETURN CHECK FEES	78	78	100	-77.85%	0	0.00%	(78)	0.00%
53 - FINES & FEES Total	**$31,401**	**$142,407**	**$350,100**	**40.68%**	**$155,664**	**40.26%**	**($13,257)**	**-8.52%**

001 - GENERAL FUND
AS OF MARCH 31, 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%	$11,051	26.00%	(11,051)	-100.00%
504103 - DALLAS CNTY CROSSING GUARD REV	0	5,540	40,000	13.85%	17,421	43.55%	(11,880)	-68.20%
504109 - REIMB FOR REG EMERG MANAGER	0	7,099	147,551	4.81%	8,741	8.74%	(1,642)	-18.78%
507105 - SENIOR MEAL DONATIONS	224	1,231	0	0.00%	1,122	0.00%	109	9.70%
508201 - FEDERAL GRANTS	0	0	0	0.00%	0	0.00%	0	0.00%
508203 - INTERGOV REIMBURSEMENT-CDBG	23,306	0	60,000	0.00%	0	0.00%	0	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	0	50,000	0.00%	0	0.00%	0	0.00%
54 - INTERGOV REVENUES Total	**$23,082**	**$13,871**	**$347,861**	**3.99%**	**$38,334**	**16.14%**	**($24,464)**	**-63.82%**
55 - INTEREST								
505101 - INTEREST ON GOVT POOL INVEST	$9,582	$525,320	$386,806	135.81%	$494,853	29109.00%	30,467	6.16%
505103 - CERT OF DEPOSIT INTEREST	37,110	102,582	65,473	156.68%	47,360	131.56%	55,222	116.60%
505106 - MONEY MARKET INTEREST	80,181	507,249	346,347	146.46%	355,194	1183.98%	152,055	42.81%
55 - INTEREST Total	**$126,873**	**$1,135,151**	**$798,626**	**142.14%**	**$897,408**	**1325.56%**	**$152,055**	**26.49%**
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	0	104,902	390,000	26.90%	122,381	36.86%	(17,479)	-14.28%
501303 - FRANCHISE FEE TELEPHONE	11,999	31,060	75,000	41.41%	39,951	48.72%	(8,891)	-22.25%
501304 - FRANCHISE FEE CABLE TV	0	35,094	140,000	25.07%	41,604	23.77%	(6,511)	-15.65%
56 - FRANCHISE FEE REV Total	**$11,999**	**$421,393**	**$1,755,000**	**24.01%**	**$450,526**	**25.91%**	**($29,133)**	**-6.47%**
57 - CHARGES FOR SERVICES								
502105 - EMERGENCY MEDICAL SERVICE	$0	$1,077,704	$900,000	119.74%	$1,011,511	119.00%	66,193	6.54%
507102 - RECREATION FEES	29,596	128,521	200,000	64.26%	96,440	41.93%	32,081	33.27%
507104 - SENIOR CENTER ANNUAL USER FEE	278	2,588	2,200	117.61%	2,078	51.94%	510	24.55%
507107 - RECREATION CENTER CLASSES	1,935	10,638	16,000	66.49%	12,669	87.37%	(2,031)	-16.03%
507108 - SPECIAL EVENTS	1,710	10,960	16,000	68.50%	37,840	315.33%	(26,880)	-71.04%
507109 - SENIOR CLASS/TRIPS	146	2,562	3,000	85.40%	2,769	153.83%	(207)	-7.48%
509603 - LIBRARY SERVICE FEES	2,411	9,765	10,000	97.65%	12,091	151.14%	(2,326)	-19.23%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%	1,768	0.00%	(1,768)	-100.00%
57 - CHARGES FOR SERVICES Total	**$36,076**	**$1,242,738**	**$1,147,200**	**108.33%**	**$1,177,166**	**105.08%**	**$65,572**	**5.57%**

001 - GENERAL FUND
AS OF MARCH 31, 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	$771,041	$1,542,082	50.00%	$862,320	50.00%	(91,279)	-10.59%
599002 - TRANS FROM UTILITY FUND-002	88,783	532,697	1,065,393	50.00%	532,697	50.00%	0	0.00%
599010 - TRANS FROM HOTEL FUND-010	2,968	17,808	35,616	50.00%	15,634	50.00%	2,174	13.91%
599012 - TRANS FROM EDC FUND-012	12,151	72,907	145,814	50.00%	36,996	50.00%	35,911	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**	**$1,394,453**	**$2,795,905**	**49.87%**	**$1,447,647**	**49.83%**	**($53,194)**	**-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	0	108	3,750	2.88%	630	25.20%	(738)	-82.86%
509601 - MISCELLANEOUS REVENUE	2,763	24,830	100,000	24.83%	92,206	92.21%	(117,035)	-73.07%
509602 - CASH OVER AND SHORT	0	639	0	0.00%	584	0.00%	(1,223)	9.41%
509604 - POLICE ACCIDENT REPORTS	320	2,951	3,500	84.32%	1,630	46.58%	(4,582)	81.03%
509612 - CITY SERVICES REIMBURSEMENT	0	1,956	58,000	3.37%	4,599	7.93%	(6,555)	-57.46%
509613 - WORKERS COMP REIMBURSEMENT	6,253	9,468	45,000	21.04%	14,255	71.28%	(23,723)	-33.58%
509614 - RENTAL OF TOWER	13,523	67,288	225,000	29.91%	67,214	34.65%	(134,502)	0.11%
509618 - GAS WELL OIL REVENUE	0	6,471	13,000	49.78%	6,326	79.08%	(12,797)	2.30%
509623 - CLAIM REIMBURSEMENTS	0	0	0	0.00%	1,305	0.00%	(1,305)	-100.00%
59 - OTHER SOURCES Total	**$22,859**	**$113,712**	**$448,250**	**25.37%**	**$344,459**	**88.10%**	**($458,171)**	**-66.99%**
Grand Total	**$1,483,762**	**$28,174,293**	**$40,451,800**	**69.65%**	**$28,393,941**	**75.19%**	**($219,647)**	**-0.77%**

001 - GENERAL FUND
AS OF MARCH 31, 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	$1,015	$41,040	$117,582	34.90%	$66,301	46.42%	(25,261)	-38.10%
01011020 - MAYOR	138	1,334	8,500	15.70%	10,472	123.20%	(9,138)	-87.26%
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	1,356	7,000	19.36%	5,540	79.15%	(4,185)	-75.53%
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	56,720	325,452	681,007	47.79%	370,956	42.25%	(45,505)	-12.27%
01011200 - CITY SECRETARY	29,549	140,641	379,408	37.07%	172,233	45.00%	(31,591)	-18.34%
01011300 - HUMAN RESOURCES	38,575	215,004	495,086	43.43%	252,081	52.15%	(37,077)	-14.71%
01011400 - INFO TECHNOLOGY	129,944	736,293	1,563,915	47.08%	467,811	41.67%	268,482	57.39%
01011500 - PUBLIC INFORMATION OFFICE	30,255	228,558	497,264	45.96%	109,825	41.39%	118,733	108.11%
01011600 - PUBLIC LIBRARY	75,585	493,974	1,123,899	43.95%	491,013	46.45%	2,961	0.60%
01011700 - CITY MARSHAL	8,803	52,187	120,107	43.45%	42,824	42.85%	9,363	21.86%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$370,583**	**$2,236,276**	**$5,028,768**	**44.47%**	**$1,996,984**	**44.55%**	**$239,291**	**11.98%**
0102 - FISCAL SERVICES DEPT.								
01022000 - ACCOUNTING & REPORTING	$84,225	$470,558	$1,073,471	43.84%	$411,851	52.65%	58,707	14.25%
01022300 - MUNICIPAL COURT	54,065	220,433	538,945	40.90%	191,650	38.78%	28,782	15.02%
01022500 - PROCUREMENT OFFICE	17,943	109,127	243,330	44.85%	101,646	45.77%	7,482	7.36%
0102 - FISCAL SERVICES DEPT. Total	**$156,233**	**$800,118**	**$1,855,746**	**43.12%**	**$705,147**	**47.05%**	**$94,971**	**13.47%**
0103 - NEIGHBORHOOD & PLANNING DEPT.								
01036100 - BUILDING INSPECTION	$44,974	$273,480	$641,013	42.66%	$161,493	32.05%	111,987	69.34%
01036401 - PLANNING SERVICES	10,719	88,961	221,580	40.15%	0	0.00%	88,961	0.00%
01036500 - NEIGHBORHOOD SERVICES	30,756	241,100	525,029	45.92%	254,432	45.88%	(13,332)	-5.24%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	6,631	40,279	84,388	47.73%	12,045	15.66%	28,234	234.41%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$93,079**	**$643,819**	**$1,472,010**	**43.74%**	**$427,970**	**37.69%**	**$215,850**	**50.44%**
0104 - PARK AND RECREATION DEPT.								
01044000 - PARK & REC ADMINISTRATION	$22,546	$135,473	$290,023	46.71%	$129,954	48.07%	5,519	4.25%
01044100 - REC PROGRAM ADMIN	41,291	202,608	487,898	41.53%	195,635	42.88%	6,972	3.56%
01044200 - SPECIAL EVENTS ADMIN	8,550	108,452	331,833	32.68%	60,472	23.18%	47,979	79.34%
01044300 - ATHLETIC PROGRAMMING	25,021	216,486	453,123	47.78%	263,950	62.93%	(47,464)	-17.98%
01044500 - HORTICULTURE	13,666	84,362	193,996	43.49%	51,658	28.43%	32,703	63.31%
01044600 - PARK GROUNDS MAINTENANCE	65,331	621,485	1,744,209	35.63%	332,164	22.43%	289,321	87.10%
01044900 - SENIOR CENTER	21,067	128,463	238,739	53.81%	101,201	45.60%	27,262	26.94%
0104 - PARK AND RECREATION DEPT. Total	**$197,472**	**$1,497,327**	**$3,739,820**	**40.04%**	**$1,135,035**	**34.49%**	**$362,292**	**31.92%**

001 - GENERAL FUND
AS OF MARCH 31, 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	$899,544	$1,200,672	$2,507,292	47.89%	$864,096	38.36%	336,576	38.95%
01055100 - PATROL	461,617	2,735,236	5,693,004	48.05%	2,344,802	45.70%	390,434	16.65%
01055200 - CRIMINAL INVESTIGATION	105,708	687,498	1,642,102	41.87%	758,510	48.03%	(71,012)	-9.36%
01055300 - ANIMAL CONTROL	43,865	214,639	577,993	37.14%	236,123	43.76%	(21,484)	-9.10%
01055400 - SCHOOL GUARDS	7,958	52,649	100,620	52.32%	57,001	64.60%	(4,352)	-7.64%
01055500 - CRIME PREVENTION	11,332	77,171	168,083	45.91%	75,662	48.92%	1,509	1.99%
01055600 - SWAT ORG	42,084	56,572	146,049	38.73%	39,704	38.09%	16,868	42.48%
01055700 - RECORDS	29,774	179,604	378,642	47.43%	162,670	45.62%	16,934	10.41%
01055900 - POLICE SPECIAL SERVICES	23,275	135,807	415,254	32.70%	153,060	37.33%	(17,254)	-11.27%
0105 - POLICE SERVICES DEPT. Total	**$1,625,157**	**$5,339,846**	**$11,629,039**	**45.92%**	**$4,691,628**	**44.20%**	**$648,219**	**13.82%**
0106 - PUBLIC WORKS DEPT.								
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$28,432	$234,043	$621,263	37.67%	$221,718	35.71%	12,325	5.56%
01066200 - STREET MAINTENANCE	75,771	745,284	3,452,237	21.59%	767,071	21.69%	(21,787)	-2.84%
01066300 - TRAFFIC OPERATIONS	38,765	225,240	1,110,552	20.28%	355,144	33.02%	(129,904)	-36.58%
01066700 - EQUIPMENT SERVICES	58,644	438,214	1,340,941	32.68%	612,092	48.98%	(173,878)	-28.41%
01066800 - BUILDING MAINTENANCE	57,060	442,429	979,330	45.18%	318,130	35.27%	124,300	39.07%
0106 - PUBLIC WORKS DEPT. Total	**$258,672**	**$2,085,210**	**$7,504,322**	**27.79%**	**$2,274,154**	**30.79%**	**($188,945)**	**-8.31%**
0107 - FIRE SERVICES DEPT.								
01077000 - FIRE ADMINISTRATION	$59,820	$294,787	$673,422	43.77%	$305,900	42.75%	(11,113)	-3.63%
01077100 - FIRE PREVENTION	29,378	169,622	355,291	47.74%	145,119	48.06%	24,504	16.89%
01077200 - FIRE SUPPRESSION	480,714	2,772,240	5,132,258	54.02%	2,289,844	50.38%	482,395	21.07%
01077300 - ADVANCED LIFE SUPPORT	123,000	748,332	1,808,383	41.38%	789,685	43.13%	(41,353)	-5.24%
01077500 - EMERGENCY MANAGEMENT ADMIN	15,017	78,059	197,229	39.58%	64,359	46.18%	13,700	21.29%
0107 - FIRE SERVICES DEPT. Total	**$707,929**	**$4,063,040**	**$8,166,583**	**49.75%**	**$3,594,907**	**47.72%**	**$468,133**	**13.02%**
0108 - NON-DEPARTMENTAL								
01088000 - GENERAL NON DEPARTMENTAL	$25,827	$788,285	$1,377,883	57.21%	$273,031	21.57%	515,254	188.72%
0108 - NON-DEPARTMENTAL Total	**$25,827**	**$788,285**	**$1,377,883**	**57.21%**	**$273,031**	**21.57%**	**$515,254**	**188.72%**
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	**$3,434,953**	**$17,453,922**	**$40,923,963**	**42.65%**	**$15,098,856**	**40.58%**	**$2,355,066**	**15.60%**

002 - WATER/SEWER UTILITY FUND
AS OF MARCH 31, 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	$910	$3,465	$4,000	86.63%	$2,975	74.37%	$490	16.48%
54 - INTERGOV REVENUES	(0)	(0)	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	52,766	225,613	17,100	1319.38%	112,395	657.28%	113,219	100.73%
57 - CHARGES FOR SERVICES	1,562,662	8,504,197	21,061,642	40.38%	7,864,803	41.11%	639,394	8.13%
59 - OTHER SOURCES	2,872	35,242	70,777	49.79%	57,075	80.64%	(21,833)	-38.25%
Revenue Total	**$1,619,210**	**$8,768,517**	**$21,154,119**	**41.45%**	**$8,037,248**	**41.81%**	**$731,270**	**9.10%**
Expense								
60 - SALARY AND BENEFITS	$169,592	$1,050,792	$2,326,735	45.16%	$920,201	40.80%	$130,591	14.19%
72 - SUPPLIES & MATERIALS	26,071	101,077	705,528	14.33%	181,968	26.41%	(80,891)	-44.45%
73 - CONTRACT & PROF SVCS	877,457	5,056,593	10,166,222	49.74%	4,990,693	51.03%	65,901	1.32%
74 - MAINT & REPAIR SVCS	26,504	122,229	391,900	31.19%	113,594	34.05%	8,635	7.60%
75 - UTILITIES	85	35,395	124,220	28.49%	20,161	16.44%	15,234	75.56%
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	2,741,916	3,951,499	8,422,998	46.91%	1,979,441	33.00%	1,972,058	99.63%
79 - OTHER FINANCING USES	0	150	14,450	1.04%	3,492	17.50%	(3,341)	-95.69%
Expense Total	**$3,841,625**	**$10,317,735**	**$22,152,053**	**46.58%**	**$8,209,548**	**42.74%**	**$2,108,187**	**25.68%**
Net Income (Loss)	**($2,222,414)**	**($1,549,217)**	**($997,934)**		**($172,300)**			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	**$ 13,212,869**	**$ 10,760,534**
ENDING FUND BALANCE	**$ 11,663,652**	**$ 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 MARCH 31, 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	$2,500,000	$5,149,340	48.55%	$0	0.00%	$2,500,000	0.00%
Expense	$1,283,691	$7,817,577	16.42%	$2,604,114	42.20%	($1,320,423)	-50.71%
Net Income (Loss)	**$1,216,309**	**$2,668,237**		**($2,604,114)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 2,893,768**						
ENDING FUND BALANCE	**$ 4,110,077**						

	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%	$500,000	50.00%	($500,000)	-100.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**$500,000**		**$500,000**			
UNAUDITED BEGINNING FUND BALANCE	**$ 1,000,000**						
ENDING FUND BALANCE	**$ 1,000,000**						

010 - HOTEL TAX FUND
AS OF MARCH 31, 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	$73,432	$314,427	$893,000	35.21%	$455,266	51.10%	(140,839)	30.94%
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	**$73,432**	**$314,427**	**$893,500**	**35.19%**	**$455,266**	**51.07%**	**($140,839)**	**30.94%**
Expense								
60 - SALARY AND BENEFITS	$7,450	$45,172	$93,654	48.23%	$16,690	19.85%	28,481	170.64%
72 - SUPPLIES & MATERIALS	0	0	5,150	0.00%	909	15.00%	(909)	-100.00%
73 - CONTRACT & PROF SVCS	1,700	436,198	700,264	62.29%	200,214	28.48%	235,984	-117.87%
78 - TRANSFER TO FUNDS	2,968	17,808	35,616	50.00%	15,634	50.00%	2,174	13.91%
79 - OTHER FINANCING USES	0	0	3,795	0.00%	0	0.00%	0	0.00%
Expense Total	**$12,118**	**$499,178**	**$838,479**	**59.53%**	**$233,448**	**28.19%**	**$265,730**	**113.83%**
Net Income (Loss)	**$61,314**	**($184,752)**	**$55,021**		**($221,818)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 3,969,486**
ENDING FUND BALANCE	**$ 3,784,734**

012 - ECONOMIC DEVELOPMENT
AS OF MARCH 31, 2024

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	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	$243,041	$1,040,610	$3,384,216	30.75%	$1,066,241	33.84%	(25,631)	100.00%
55 - INTEREST	0	36,263	0	0.00%	12,212	0.00%	24,051	196.93%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$243,041**	**$1,076,873**	**$3,384,216**	**31.82%**	**$1,078,454**	**34.22%**	**($1,581)**	**-0.15%**
Expense								
60 - SALARY AND BENEFITS	$23,728	$242,596	$562,735	43.11%	$197,285	43.40%	45,311	22.97%
72 - SUPPLIES & MATERIALS	1,198	40,689	81,609	49.86%	41,704	56.56%	(1,015)	-2.43%
73 - CONTRACT & PROF SVCS	30,744	55,191	550,201	10.03%	16,551	5.50%	38,639	233.45%
74 - MAINT & REPAIR SVCS	2,933	12,853	85,600	15.02%	1,738	2.57%	11,115	639.55%
75 - UTILITIES	0	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	12,972	608,504	694,283	87.64%	557,609	90.99%	50,895	9.13%
79 - OTHER FINANCING USES	100,712	342,876	2,388,770	14.35%	110,813	4.91%	232,063	209.42%
Expense Total	**$172,287**	**$1,309,542**	**$4,486,398**	**29.19%**	**$927,573**	**24.50%**	**$381,970**	**41.18%**
Net Income (Loss)	**$70,755**	**($232,669)**	**($1,102,182)**		**$150,881**			

UNAUDITED BEGINNING FUND BALANCE	**$ 6,799,740**
ENDING FUND BALANCE	**$ 6,567,071**

015 - DRAINAGE FUND
AS OF MARCH 31, 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	40,405	216,866	780,000	27.80%	411,651	52.78%	(194,785)	-47.32%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$40,405**	**$216,866**	**$780,200**	**27.80%**	**$411,651**	**52.76%**	**($194,785)**	**-47.32%**
Expense								
60 - SALARY AND BENEFITS	$0	$1,726	$116,942	1.48%	$2,099	1.57%	(374)	-17.79%
72 - SUPPLIES & MATERIALS	2,530	5,023	20,415	24.61%	4,068	20.85%	956	23.50%
73 - CONTRACT & PROF SVCS	40	345	418,653	0.08%	41,295	29.78%	(40,950)	-99.16%
74 - MAINT & REPAIR SVCS	0	0	8,000	0.00%	2,879	35.99%	(2,879)	-100.00%
75 - UTILITIES	0	87	168	51.99%	14	8.33%	73	523.86%
76 - CAPITAL OUTLAY	54,636	192,548	1,918,985	10.03%	0	0.00%	192,548	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	**$57,206**	**$199,729**	**$2,489,923**	**8.02%**	**$50,356**	**2.91%**	**$149,374**	**296.64%**
Net Income (Loss)	**($16,801)**	**$17,136**	**($1,709,723)**		**$361,295**			

UNAUDITED BEGINNING FUND BALANCE	**$ 2,004,868**
ENDING FUND BALANCE	**$ 2,022,004**

019 - SANITATION FUND
AS OF MARCH 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024 CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue								
55 - INTEREST	$0	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	26,573	79,341	230,000	34.50%	127,682	58.04%	(48,341)	-37.86%
57 - CHARGES FOR SERVICES	373,196	1,853,572	4,456,118	41.60%	1,830,850	40.63%	22,721	1.24%
59 - OTHER SOURCES	0	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$399,769**	**$1,932,913**	**$4,686,618**	**41.24%**	**$1,958,533**	**41.44%**	**($25,620)**	**-1.31%**
Expense						0.00%		0.00%
60 - SALARY AND BENEFITS	$26,930	$153,877	$312,081	49.31%	$136,597	48.12%	17,279	12.65%
72 - SUPPLIES & MATERIALS	381	8,735	17,573	49.70%	3,805	23.72%	4,930	129.56%
73 - CONTRACT & PROF SVCS	340,923	1,654,369	4,091,957	40.43%	1,602,124	37.87%	52,244	3.26%
74 - MAINT & REPAIR SVCS	0	0	10,000	0.00%	3,028	50.47%	(3,028)	-100.00%
75 - UTILITIES	30	182	356	51.25%	157	43.98%	26	16.52%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	101,475	108,853	217,705	50.00%	5,312	3.31%	103,541	1949.37%
79 - OTHER FINANCING USES	0	333	1,200	27.72%	1,004	69.25%	(672)	-66.87%
Expense Total	**$469,740**	**$1,926,347**	**$4,650,872**	**41.42%**	**$1,752,027**	**37.28%**	**$174,321**	**9.95%**
Net Income (Loss)	**$69,971**	**$6,566**	**$35,746**		**$206,506**			

	ACTUAL	BUDGETED
UNAUDITED BEGINNING FUND BALANCE	**$ 846,838**	**$ 635,552**
ENDING FUND BALANCE	**$ 853,404**	**$ 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 MARCH 31, 2024

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	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	$0	$0	$0	0.00%	$600	0.00%	(600)	-100.00%
57 - CHARGES FOR SERVICES	72,087	320,696	1,387,500	23.11%	377,609	27.65%	(56,912)	-15.07%
58 - TRANSFER FROM FUNDS	0	530,675	538,625	98.52%	518,100	97.06%	12,575	2.43%
59 - OTHER SOURCES	63,218	76,417	170,500	44.82%	82,497	62.14%	(6,080)	-7.37%
Revenue Total	**$135,305**	**$927,789**	**$2,096,625**	**44.25%**	**$978,806**	**48.17%**	**($51,017)**	**-5.21%**
Expense								
60 - SALARY AND BENEFITS	$47,760	$274,578	$573,012	47.92%	$249,433	44.40%	25,145	10.08%
72 - SUPPLIES & MATERIALS	15,812	82,591	285,354	28.94%	103,557	38.40%	(20,966)	-20.25%
73 - CONTRACT & PROF SVCS	22,436	110,857	452,774	24.48%	108,406	26.20%	2,452	2.26%
74 - MAINT & REPAIR SVCS	7,424	11,600	44,754	25.92%	7,810	15.11%	3,790	48.52%
75 - UTILITIES	3,418	44,833	118,564	37.81%	33,079	28.19%	11,754	35.53%
76 - CAPITAL OUTLAY	0	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	536,450	539,125	99.50%	518,100	96.13%	18,350	3.54%
78 - TRANSFER TO FUNDS	325	1,950	3,900	50.00%	1,950	50.00%	0	0.00%
79 - OTHER FINANCING USES	37	200	2,450	8.15%	129	5.15%	71	55.25%
Expense Total	**$97,212**	**$1,063,059**	**$2,019,933**	**52.63%**	**$1,022,463**	**52.18%**	**$71**	**3.97%**
Net Income (Loss)	**$38,093**	**($135,270)**	**$76,692**		**($43,658)**			

UNAUDITED BEGINNING FUND BALANCE	**$ (1,840,206)**
ENDING FUND BALANCE	**$ (1,975,476)**

SPECIAL REVENUE FUNDS
AS OF MARCH 31, 2024

008 - COMPREHENSIVE SELF INSURANCE	CURRENT YEAR - FY 2024 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue	$279,770	$560,525	49.91%	$234,024	49.99%	$45,745	19.55%
Expense	$480,712	$585,000	82.17%	$516,737	72.66%	($36,024)	-6.97%
Net Income (Loss)	**($200,943)**	**($24,475)**		**($282,712)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 584,909**						
ENDING FUND BALANCE	**$ 383,966**						

013 - GRANTS AND DONATIONS	CURRENT YEAR - FY 2024 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue	$259,021	$413,865	62.59%	$55,543	27.77%	$203,478	366.34%
Expense	$208,474	$493,294	42.26%	$9,754	4.43%	$198,720	2037.25%
Net Income (Loss)	**$50,547**	**($79,429)**		**$45,789**			
UNAUDITED BEGINNING FUND BALANCE	**$ 205,715**						
ENDING FUND BALANCE	**$ 256,262**						

033 - TAX INCREMENT FINANCING FUND	CURRENT YEAR - FY 2024 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON 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 MARCH 31, 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	$128,319	$1,001,826	12.81%	$655,020	34.27%	($526,701)	-80.41%
Net Income (Loss)	**$128,319**	**$1,001,826**		**$655,020**			
UNAUDITED BEGINNING FUND BALANCE	**$ 1,067,253**						
ENDING FUND BALANCE	**$ 938,934**						

	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%	$172,009	0.00%	($122,299)	-71.10%
Expense	$103,240	$820,036	12.59%	$285,340	187.39%	($182,100)	-63.82%
Net Income (Loss)	**($53,530)**	**($783,236)**		**($113,330)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 862,581**						
ENDING FUND BALANCE	**$ 809,051**						

	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 MARCH 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
225 - COURT SECURITY FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$3,850	$8,000	48.13%	$4,277	0.00%	($426)	-9.97%
Expense	$0	$1,196	0.00%	$220	#DIV/0!	($220)	-100.00%
Net Income (Loss)	**$3,850**	**$6,804**		**$4,057**			
UNAUDITED BEGINNING FUND BALANCE	**$ 63,723**						
ENDING FUND BALANCE	**$ 67,573**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
230 - JUVENILE CASE MGR	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$4,250	$8,000	53.13%	$4,735	0.00%	($485)	-10.24%
Expense	$0	$8,000	0.00%	$522	4.76%	($522)	-100.00%
Net Income (Loss)	**$4,250**	**($0)**		**$4,213**			
UNAUDITED BEGINNING FUND BALANCE	**$ (334)**						
ENDING FUND BALANCE	**$ 3,916**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
235 - COURT TECHNOLOGY	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$3,291	$7,500	43.87%	$3,693	0.00%	($403)	-10.90%
Expense	$0	$250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$3,291**	**$7,250**		**$3,693**			
UNAUDITED BEGINNING FUND BALANCE	**$ 49,533**						
ENDING FUND BALANCE	**$ 52,824**						

SPECIAL REVENUE FUNDS
AS OF MARCH 31, 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	$72,966	$0	0.00%	$4,871,783	0.00%	($4,798,817)	-98.50%
Expense	$1,353,500	$3,791,825	35.70%	$2,269,725	57.21%	($916,225)	-40.37%
Net Income (Loss)	**($1,280,534)**	**($3,791,825)**		**$2,602,058**			
UNAUDITED BEGINNING FUND BALANCE	**$ 4,224,481**						
ENDING FUND BALANCE	**$ 2,943,947**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF MARCH 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,403,931	$1,484,215	94.59%	$862,851	100.64%	$541,081	62.71%
Expense	$1,159,066	$1,481,356	78.24%	$1,148,941	77.39%	$10,125	-0.88%
Net Income (Loss)	**$244,866**	**$2,858**		**($286,090)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 665,355**
ENDING FUND BALANCE	**$ 910,221**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
020 - STREET CIP	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	$806,852	$1,364,685	59.12%	$107,586	17.15%	$699,265	649.96%
Net Income (Loss)	**$806,852**	**($1,174,685)**		**($107,586)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 1,174,685**
ENDING FUND BALANCE	**$ 367,833**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	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	$2,480,139	$6,084,053	46.50%	$128,479	2.47%	$2,351,660	1830.38%
Net Income (Loss)	**$2,480,139**	**($5,334,053)**		**$128,479**			

UNAUDITED BEGINNING FUND BALANCE	**$ 5,334,053**
ENDING FUND BALANCE	**$ 2,853,914**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF MARCH 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$100,000	$200,000	50.00%	$0	0.00%	$0	0.00%
Expense	$94,163	$405,294	23.23%	$0	0.00%	$94,163	0.00%
Net Income (Loss)	**$5,837**	**($205,294)**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	**$ 432,631**
ENDING FUND BALANCE	**$ 438,468**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$386,796	$0	0.00%	$265,186	265.19%	$0	0.00%
Expense	$39,593	$4,090,069	0.97%	$1,730,025	17.97%	($1,690,432)	-97.71%
Net Income (Loss)	**$347,203**	**($4,090,069)**		**$1,464,839**			

UNAUDITED BEGINNING FUND BALANCE	**$ 7,489,841**
ENDING FUND BALANCE	**$ 7,837,044**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
401 - FURNITURE REPLACEMENT	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 MARCH 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
410 - IT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$78,605	$154,929	50.74%	$76,247	50.00%	$0	0.00%
Expense	($14,771)	$352,700	-4.19%	$45,346	31.67%	($60,117)	-132.57%
Net Income (Loss)	**$93,375**	**($197,771)**		**$30,900**			

UNAUDITED BEGINNING FUND BALANCE	**$ 209,444**
ENDING FUND BALANCE	**$ 302,819**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
415 - FLEET REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$511,239	$1,022,480	50.00%	$518,652	51.61%	$0	0.00%
Expense	$1,192,355	$2,023,884	58.91%	$78,442	8.58%	$1,113,913	100.00%
Net Income (Loss)	**($681,116)**	**($1,001,404)**		**$440,210**			

UNAUDITED BEGINNING FUND BALANCE	**$ 2,858,187**
ENDING FUND BALANCE	**$ 2,177,071**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
420 - SWAT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$37,500	$75,000	50.00%	$0	0.00%	$0	0.00%
Expense	$24,611	$75,322	32.67%	$0	0.00%	$24,611	0.00%
Net Income (Loss)	**$12,889**	**($322)**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	$ -
ENDING FUND BALANCE	**$ 12,889**

CAPITAL BOND PROJECTS - CONSOLIDATED AS OF MARCH 31, 2024

	Project Information		Revenue Sources							Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	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	Status
1	Fire Station 1	See Fire Station itemized tab	$6,000,000	$0	$1,034,426	$3,878,448	$52,000	$0	$10,964,874	$722,630	$7,857,835	$2,397,534	$10,977,999	$7,595,089	$1,997,426	$9,592,515	$1,372,359	Substantially complete - March
2	Service Center Renovation	Huitt Zollars (3190119)	$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	Dunaway (3200023, 3210025, 3210046) Pavecon (3210057)	$3,100,000	$4,679,887				$167,420	$7,947,307	$493,460	$7,154,319	$66,000	$7,713,779	$7,299,358	$117,113	$7,416,471	$530,836	Substantially complete - landscaping remaining
4	Cedar Ridge Road Reconstruction	Dunaway (3210094)	$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	In Design
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	Dunaway (3200054) Kraftsman LLP (3230098) T.F. Harper (3230099)	$2,250,000					$750,000	$3,000,000	$236,800	$2,810,713	$8,400	$3,055,913	$615,917	$2,480,139	$3,096,056	-$96,056	Estimated Completion - March 2024
9	Harrington Park - including Pavilion and Waterview bridge (Trails)	Dunkin Sims (3200140)	$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**						**$35,462,181**	**$2,436,500**	**$29,674,202**	**$2,524,134**	**$34,634,836**	**$16,570,342**	**$4,636,810**	**$21,207,153**	**$12,715,364**	

DRAINAGE PROJECTS (FUND 015) AT MARCH 31, 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	Ten Mile Creek - Erosion/Drainage	B&N (3220011) Stoic Const (2240298)	165,060	1,425,311		$1,590,371	106,044	54,416	160,460	1,429,911	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	54,023	249,705	14,555	Substantially Complete.
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**	**1,784,699**	**0**	**$2,369,949**	**$343,496**	**$192,548**	**$536,044**	**$1,833,905**	

UTILITY CIP PROJECTS (FUND 017) AT MARCH 31, 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	Swan Ridge (W/ Drainage + Streets)	Burgess/Niple (3210043) SYB Construction (3230182) - PO #2300480	55,485	1,540,773	47,139	$1,643,397	886,493	650,794	$ 1,537,287	$ 106,110	Substantially complete
2	Wren and Oriole Avenue Aerial	Dunaway (3210098) Texas Standard Const. (2240238)	70,035	1,209,137		$1,279,172	58,518	377,344	$ 435,861	$ 843,311	In Construction
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
5	Summit Pump House - Rehab - Generator	Dunaway (3210099) Texan Electric Co. PO# 2240190	75,538	579,469		$655,007	68,138	-	$ 68,138	$ 586,869	Construction Awarded 10-17-23
6	FY 22 Pipebursting	Vortex PO# 2300139		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 - Deferrred to FY25
9	SCADA Replacement	Prime Controls (3230218) - PO# 2240146		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
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

UTILITY CIP PROJECTS (FUND 017) AT MARCH 31, 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
12	Harrington Aerial - Stewart Branch	Dunaway (3230246)	76,560	200,000		$276,560			$ -	$ 276,560	In Design
13	Lead Service Line Replacements Inventory	LJA Engineering (3230250)			905,400	$905,400			$ -	$ 905,400	Council Award - March 19
14	Beaver Creek - Pipebursting	Not Started		675,000		$675,000			$ -	$ 675,000	Not Started
15	Loopline @ Fire Station	Not started	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	Not Started		120,000		$120,000	-		$ -	$ 120,000	Moved to FY2025
18	Cockrell Hill Rd.	Criado & Associates (3210032)	128,468			$128,468	114,394		$ 114,394	$14,074	Moved to FY2025
19	Siphon @ Wheatland	Not Started		250,000		$250,000	-		$ -	$ 250,000	Moved to FY2025
	TOTALS		**1,392,527**	**15,555,146**	**1,089,734**	**$18,037,406**	**$9,745,766**	**$1,283,691**	**$11,029,457**	**$6,957,949**	

STREET AND SIDEWALK PROJECTS (FUND 020) AT MARCH 31, 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	167,446	441,458	$12,872	COMPLETE
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	Substantially Complete as of 02/20/24. Final Invoice paid in April
3	Sidewalks Oriole Blvd. - includes CDBG Grant	Dunaway Associates (3210106)	11,500	536,618		$548,118	11,500	-	$11,500	$536,618	Council Approval 04/16/24 MTG
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					**$1,979,691**	**$592,079**	**$806,852**	**$1,398,930**	**$580,760**	

ALLEY PROJECTS (FUND 025) AT MARCH 31, 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	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067) CCGMG (3230195)	64,817	339,369	16,000	$420,186	50,739	75,861	126,600	293,586	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**	**$94,163**	**$209,118**	**$305,650**	

ONE-TIME PROJECTS (FUND 041) AT MARCH 31, 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	2,329	108,173	110,502	897,234	Fire Station 1 Construction, IT, and ancillary expenses.
	TOTAL ONE TIME PROJECT BUDGET	**$3,195,739**	**1,722,440**	**144,013**	**$1,755,951**	**$1,329,286**	

ARPA PROJECTS (FUND 758) AT MARCH 31, 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 purfication 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 accordinance 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 MARCH 31, 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 submited 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	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
19	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	-	COMPLETE
20	Emergency Generators/HVAC Replacements	Economic Response and Public Safety	Emergency Generator for Fire Station 271, HVAC and roof replacement at 103. E Wheatland Rd. building	409,686		385,593	385,593	-	COMPLETE
21	Outdoor Fitness Equipment	Revenue Loss	Outdoor fitness equipment at Armstrong Park and Quail Run	350,000	249,388	80,218	329,606	-	COMPLETE
22	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
23	Dog Park	Revenue Loss	Install a dog park at Rotary Park. Also includes parking.	100,000	-		-	100,000	Request for proposals for design
24	Flock Cameras	Revenue Loss - Public Safety	Leveraging technology for Police staff. Helps police investigate crimes with capturing license plates and vehicle characteristics.	17,100	9,600	3,750	13,350	3,750	COMPLETED - Final payment in April
25	Softwood Sewer Aerial Line Replacement	Water/Sewer Infrastructure	Replace sewer aerial line.	500,000	-		-	500,000	Partial funding with Utilities

ARPA PROJECTS (FUND 758) AT MARCH 31, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
26	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	146,637	183,062	307,638	In Progress
27	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	-	16,500	16,500	468,500	Reimplementation of Energov and Purchase of Court System approved - Purchase Order issued.
28	Library Programs	Digital Literacy	Digital Literacy and other library programs - instructor and projected advertisement and supply cost.	70,000	-		-	70,000	Library finalizing details
29	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
30	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	2,685,471	632,151	3,317,622	434,919	Substantially Complete - March
	TOTAL ONE TIME PROJECT BUDGET			**$7,130,028**	**6,290,184**	**1,353,500**	**$7,643,683**	**$1,928,933**	
								9,572,617	**Balance + Actual to Date**