



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, June 17, 2025
6:00 PM - Work Session/Briefing
7:00 PM - Regular Session

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

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

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

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

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

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

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

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

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

- Submit a comment by 4:00 PM on Tuesday, June 17, 2025.
 - Email city.secretary@duncanvilletx.gov
 - Email title: Public Comment – Tuesday, June 17, 2025
 - First Name, Last Name, and Address
-

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

- | | | |
|----|---|---------|
| A. | Briefing to residents on the Best Southwest Residential Safe Room Rebate Program available to those interested in participating.
Briefing of Safe Room Grant | 5 - 11 |
| B. | Discuss proposed changes to Park Ordinance 12B to include the Charles F. Ladd Nature Preserve.
Ladd Rules Briefing | 12 - 21 |
| C. | The City Council will receive a briefing on the Drainage Master Plan, discuss the information, and provide direction if necessary.
Drainage Master Plan Project Award Update | 22 - 92 |

EXECUTIVE SESSION

- | | | |
|----|--|----|
| 1. | City Council shall convene into closed executive session pursuant to Section 551.071 to consult with the City Attorney regarding policy and rules relating to public hearings and rezoning matters, specifically to seek legal advice from the City Attorney.
Executive Session | 93 |
|----|--|----|

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 - Deacon Charles Ruelas with Holy Spirit Catholic 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

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In

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

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

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

4. CONSENT AGENDA

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

- | | | |
|----|---|-----------|
| A. | Consider the Minutes for the June 3, 2025, City Council Regular Meeting.
City Council - 03 Jun 2025 - Minutes | 94 - 98 |
| B. | Consider appointments to fill vacancies on Boards and Commissions including the Duncanville Community and Economic Development Corporation Board (DCEDC) and the Tax Increment Financing Reinvestment Zone Number One (TIF Board).
Board and Commission Appointments | 99 - 103 |
| C. | Consider a Resolution of the City Council of the City of Duncanville, Texas, authorizing the adoption of the Federal Emergency Management Agency (FEMA) approved 2025 Dallas County Hazard Mitigation Plan Update.
Adoption of FEMA approved 2025 Dallas County Hazard Mitigation Plan | 104 - 107 |
| D. | Consider a Resolution approving a five-year contract with Flock, Inc. for the purchase, maintenance, and monitoring of three (3) stationary Automated License Plate Recognition (ALPR) cameras and two (2) portable ALPR cameras, totaling \$80,000.00. This Resolution also authorizes amended-restated contract to add six cameras for a combined contract total not to exceed \$155,000.00.
Flock, Inc. | 108 - 117 |

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

- B. Consider a resolution appointing City Council members to serve on the Audit Committee, as well as designating a chairperson for the committee. 118 - 124
[Audit Committee Appointments](#)
- C. Council to consider a resolution appointing a director and alternate to the board of the North Central Texas Housing Finance Corporation. 125 - 128
[Housing Finance Corporation](#)
- D. Consider an Ordinance amending the FY 2024-2025 budget by appropriating fund balance resources in the General Fund, Comprehensive and Liability Insurance Fund, and the One-Time Project Fund. 129 - 136
[FY 2025 Budget Amendments - Mid-Year](#)

6. STAFF AND BOARD REPORTS

- A. Summary and overview of the 2025 BloomFest event, held on Friday, May 23, 2025, at Armstrong Park. 137 - 138
[BLOOMFEST WRAP UP](#)
- B. Overview and planning update for the City of Duncanville's annual 4th of July Celebration scheduled for Friday, July 4, 2025, at Armstrong Park. 139 - 141
[Council Briefing 4th of July Update and Review](#)
- C. Receive the Duncanville Community and Economic Development Corporation (DCEDC) Annual Report 142 - 143
[Duncanville Community and Economic Development Corporation \(DCEDC\) Annual Report](#)
- D. Receive the Economic Development Department Quarterly Report 144 - 146
[Economic Development Department Quarterly Report](#)

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located 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, June 12, 2025, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Briefing to residents on the Best Southwest Residential Safe Room Rebate Program available to those interested in participating.

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.**
- **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:

Lauren Sanchez, Regional Emergency Management Coordinator
Kevin Bradley, Regional Emergency Management Specialist

BACKGROUND/HISTORY:

Tornadoes and severe storms are a common hazard impacting the residents of North Central Texas, to include the cities of Cedar Hill, DeSoto, Duncanville, and Lancaster. The country is divided into four geographic zones to reflect the number and strength of recorded tornadoes; North Central Texas is in Zone 5 which has experienced the most and strongest tornado activity. While we cannot stop these storms from occurring, residents can take action to better protect themselves and their families through the use of a residential safe room. Per FEMA P-320 guidance, a residential safe room can provide near-absolute protection for home inhabitants from injury or death resulting from extreme winds.

The Regional Emergency Management team for Cedar Hill, DeSoto, Duncanville, and Lancaster, submitted and was approved for a grant from FEMA in 2024 for the creation of the Best Southwest Residential Safe Room Rebate Program. The Best Southwest Residential Safe Room Rebate Program is available to homeowners in Cedar Hill, DeSoto, Duncanville, and Lancaster and will financially assist homeowners with the construction of a potentially lifesaving structure in their home

so they can survive the next tornado event. The financial assistance is in the form of a rebate to reimburse a portion of the safe room construction/installation costs. This grant can fund the rebate for 40 safe room installations across Cedar Hill, DeSoto, Duncanville, and Lancaster.

Residents who own a home in Cedar Hill, DeSoto, Duncanville, or Lancaster and are interested in constructing a safe room in their home, should apply for this program. Program Guidelines and Application, complete with important eligibility information and requirement instructions, is available online on the City of Duncanville website on the Safe Room Rebate Program page as well as printed copies available at Duncanville Fire Administration. Applications for participation can be submitted online on the Duncanville website, emailed to Regional Emergency Management, or dropped off at Duncanville Fire Administration.

Upon receipt of an application, Regional Emergency Management verifies home ownership, age of the home, and that the home is not in the floodplain. The resident is then contacted about program acceptance or denial. If approved, they are given an official letter to proceed. The resident will follow the FEMA requirements outlined in FEMA P-361 and P-320 to work with a safe room vendor to install a residential tornado safe room in their home. The resident will pay for the installation in full. After installation by a vendor and safe room inspection by the city, Regional Emergency Management will work with the resident to collect all grant required documentation and submit to FEMA for review and approval for reimbursement. Once approved, the resident will be paid the rebate amount through the City of Lancaster, who is the fiduciary agent for this grant.

All interested homeowners are encouraged to review the Program Guidelines in full and submit an Application if interested in participating in residential safe room installation. The 40 program participation spots are filled on a first come, first served basis. Program participants will be accepted as long as funds are available for rebates, with a final cut off of December 2026 to comply with grant deadlines.

POLICY EXPLANATION:

The Duncanville Fire Department and Regional Emergency Management is seeking to educate residents on this program.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. N/A
2. N/A
3. Other actions as directed by Council.

ATTACHMENTS:

[Program Flyer for Public-Ongoing](#)
[Duncanville Council Briefing Slides- Safe Room Program](#)

CEDAR HILL, DESOTO, DUNCANVILLE, LANCASTER

Best Southwest Residential Safe Room Rebate Program

Application Period Opens:

April 1, 2025
&
stays open until all 40
spots are filled

Program Website:

[https://
www.duncanvilletx.gov/
residents/public_safety/
fire_department_emergency
medical_services_ems/
safe_room_rebate_program](https://www.duncanvilletx.gov/residents/public_safety/fire_department_emergency_medical_services_ems/safe_room_rebate_program)

Contact Information:

Best Southwest Emergency
Management
RegionalEM@duncanville.com
972-780-5054



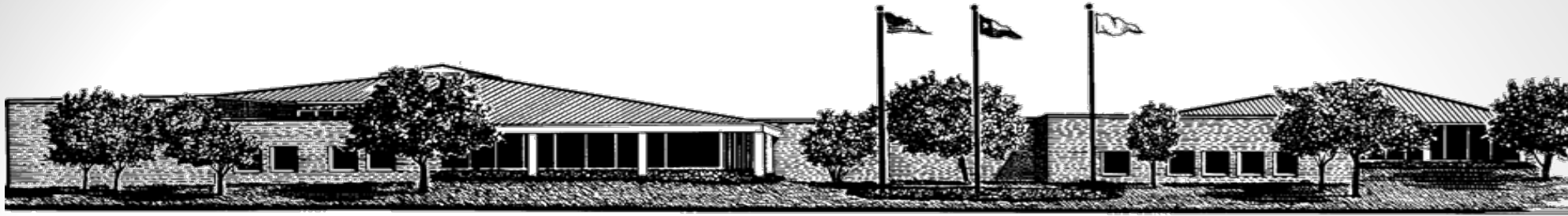
The Cities of Cedar Hill, DeSoto, Duncanville, and Lancaster are pleased to announce the Best Southwest Residential Safe Room Rebate Program. The program provides funding to reimburse homeowners a portion of the cost to install a residential tornado safe room. The reimbursement is half the cost to install a certified safe room, up to a max of \$3,000.

This program is being funded by the Federal Emergency Management Agency (FEMA). The safe room must be FEMA compliant and meet the guidelines in FEMA P-320.

For information on the program and applying for the available spots:

- ◆ Visit the program website
- ◆ Printed Program Guidelines and Application are available at Duncanville Fire Administration located at 1530 S Main St. Duncanville, TX 75137





BEST SOUTHWEST REGIONAL RESIDENTIAL SAFE ROOM REBATE PROGRAM

LAUREN SANCHEZ, REGIONAL EMERGENCY MANAGEMENT COORDINATOR

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

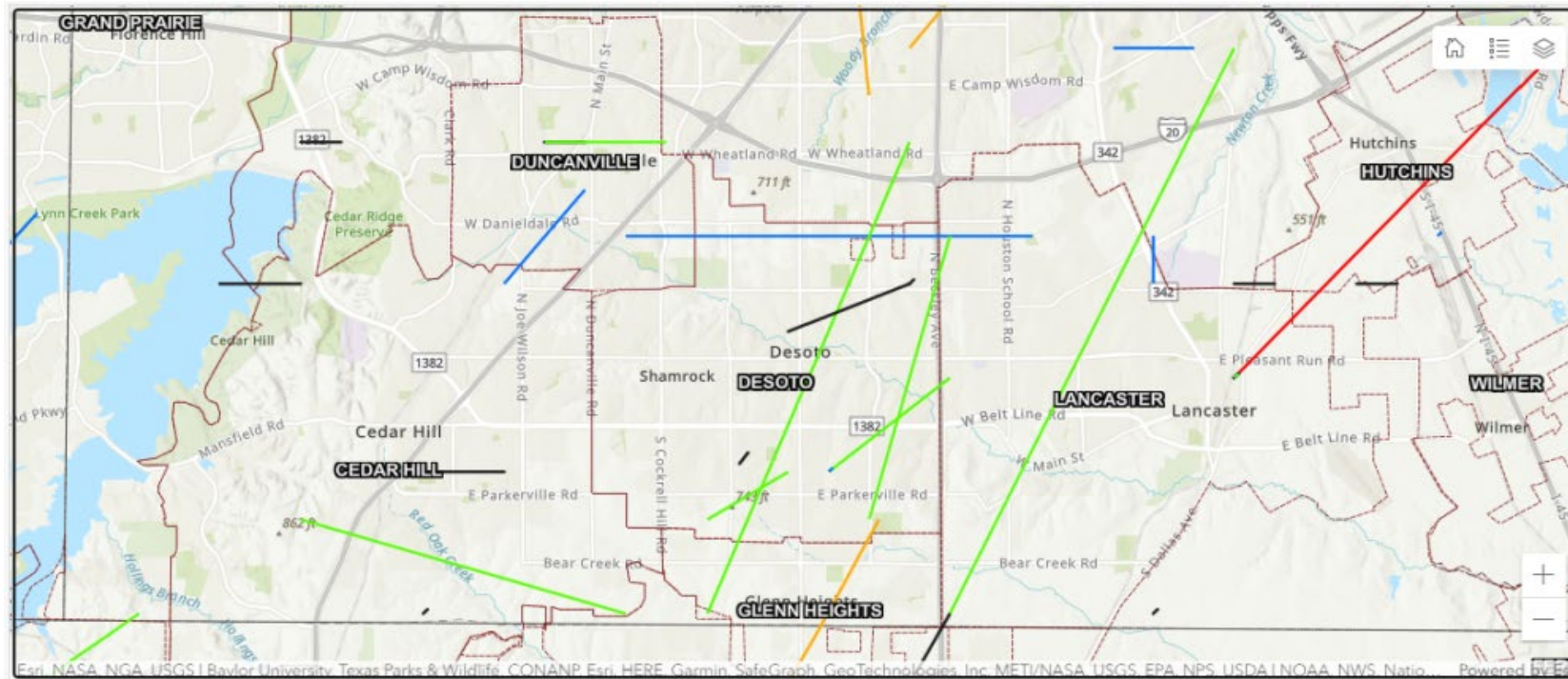
The City of Duncannonville





Tornado/Severe Wind Threat

- Issue: Tornado Events since 1950 (EF 0 – EF 4)



- Life Protection Option: Residential Safe Rooms across community



CEDAR HILL, DESOTO, DUNCANVILLE, LANCASTER

Best Southwest Residential Safe Room Rebate Program

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residents/public_safety/
fire_department_emergency
medical_services_ems/
safe_room_rebate_program](https://www.duncanvilletx.gov/residents/public_safety/fire_department_emergency_medical_services_ems/safe_room_rebate_program)

Contact Information:

Best Southwest Emergency
Management
RegionalEM@duncanville.com
972-780-5054



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For information on the program and applying for the available spots:

- ♦ Visit the program website
- ♦ Printed Program Guidelines and Application are available at Duncanville Fire Administration located at 1530 S Main St. Duncanville, TX 75137

Thank you!

Questions?

RegionalEM@duncanville.com

972-780-5054



The City of Duncanville





STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Discuss proposed changes to Park Ordinance 12B to include the Charles F. Ladd Nature Preserve.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

With the recent designation of the Charles F. Ladd Nature Preserve, rules and regulations of use need to be established to properly maintain the preserve and ensure it's safe use for the public. Staff has been working with the Master Naturalist to create proposed rules and regulations and they were presented to the Park Board at their May 12 meeting. A majority of the preserve rules are already found in Park Ordinance Chapter 12B of the Code of Ordinances.

Staff is currently working with the City Attorney to identify and add the necessary definitions and modifications to Chapter 12B to include the nature preserve regulations within this ordinance. The draft redline ordinance is attached. A public hearing and consideration of the revised ordinance by the City Council will be conducted at the July 1, 2025 meeting.

POLICY EXPLANATION:

There are no policies related to this discussion item.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

No formal action is required for this item.

ATTACHMENTS:

[Chapter 12B PARKS.amendment.03182025](#)

- CODE OF ORDINANCES
Chapter 12B PARKS

Chapter 12B PARKS¹

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

Sec. 12B-1. Definitions.

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

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

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

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

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

Department means the city department of parks and recreation.

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

Parade means gathering of persons for public procession.

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

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

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

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

- (1) Closing a public street;
- (2) Blocking or restriction of public property;
- (3) A gathering of more than 250 persons on public property;
- (4) Sale of merchandise, food, or beverages on public property or on private property where otherwise prohibited by ordinance;
- (5) Erection of a tent on public property, or on private property where otherwise prohibited by ordinance;
- (6) Installation of a stage, band shell, trailer, van, portable building, amusement rides, grandstand or bleachers on public property, or on private property where otherwise prohibited by ordinance;
- (7) Placement of portable toilets on public property, or on private property where otherwise prohibited by ordinance; or
- (8) Placement of temporary "no-parking" signs in a public right-of-way.

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

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(Supp. No. 27)

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

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

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

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

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

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

(Ord. No. 832, § 1, 6-15-81)

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

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

- (a) Capture, attempt to capture, hunt, molest, injure, trap or administer or set out any trap or harmful substance for any wild or domesticated animal, reptile, bird or fish, or remove or have in his possession the young, eggs or nest of any animal, reptile or bird, except:
 - 1. Any person may kill on sight any reptile known to be deadly or poisonous; and,
 - 2. Any person shall be permitted to fish for and remove from the lakes at any city park any fish that they may catch on a fishing pole line.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-4. Camping.

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

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-5. Fires.

- (a) No person shall start or maintain, in any park, any outdoor fire except for cooking fires which shall be started and maintained only in a provided stove, fireplace, barbecue pit or in a portable camp stove.
- (b) No person starting or maintaining any fire in a park shall leave the fire unattended without first completely extinguishing the fire.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-6. Animals and pets.

- (a) It shall be unlawful and an offense for any person to:
 - (1) Ride a horse or other animal in a park except in areas or on paths or trails designated by park rules and regulations for equestrian use.
 - (2) Permit any dog owned or possessed by him to run at large in a park. The term "running at large" shall have the meaning ascribed in section 4-10 of this Code.
 - (3) Abandon any animal in a park.
 - (b) It shall be unlawful and an offense for any person to ride any animal within a park when such animal is not properly restrained and ridden with due care.
 - (c) No animal shall be allowed to go unattended within a park.
 - (d) It shall be unlawful and an offense for any person to allow or permit an animal, as defined in section 4-10 of this Code, to enter gravel or wood fiber play areas in any park within the city without first obtaining a permit from the director.
 - (e) It shall be a defense to a prosecution for a violation of this section if the animal is a support animal accompanying a person with a disability. A "support animal" as used in this section is any animal that is accompanying a person with a disability for the purpose of aiding and assisting such person."
- (Ord. No. 832, § 1, 6-15-81; Ord. No. 1376, § 1, 4-4-94; Ord. No. 2020, § 1, 4-3-07)

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

- (a) The maximum lawful prima facie speed limit in all parks shall be 15 miles per hour.
- (b) It shall be unlawful and an offense for any person to drive or operate any motor vehicle, including without limitation, automobiles, motorcycles and motor bikes, within a park:
 - (1) Except on paved streets or roadways designated for traffic or in designated parking areas of such park; or
 - (2) At a speed greater than 15 miles per hour.
- (c) It shall be unlawful for any person to drive, use, operate, park or stop any motor vehicle at any place in a park in such a manner as to endanger or interfere with the lawful traffic or use of park roads or parking lots or in such a condition as to endanger or interfere with lawful traffic or use of park roads or parking lots.
- (d) It shall be unlawful for any person to stop, stand, or park any motor vehicle, including without limitation, automobiles, motorcycles and motorbikes, except in designated parking areas; or to fail to park the entire motor vehicle within the limit lines of a designated parking stall, where such lines have been provided.
- (e) If a motor vehicle is parked or left in violation of this section and the owner or operator of the vehicle cannot be found, police may remove or impound the vehicle, or the vehicle may be removed in accordance with this Code.
- (f) If a vehicle is found unattended or unoccupied in a park in violation of any provision of this chapter, the fact that such vehicle is unattended or unoccupied by any person shall be prima facie evidence that the owner unlawfully stopped, placed or parked such vehicle. The records of the state highway department or the county highway license department showing the name of the person to whom state highway license plates were issued shall constitute prima facie evidence of ownership by the person therein named.

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(Supp. No. 27)

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-8. Prohibited acts.

- (a) It shall be unlawful for any person at any time in any park to possess or use a glass container.
 - (b) Except where otherwise permitted in accordance with a special event alcohol permit issued in accordance with section 12-205, or in accordance with the city alcohol policy as part of an approved "rental with alcohol service" of a city facility, it shall be unlawful for any person or persons to possess or consume any alcoholic beverage in the limits of any park within the city.
 - (c) It shall be unlawful and an offense for any person to swim or use or operate a boat in any lake in [Southside Waterview](#) or Lakeside city parks or any other park owned by the city.
 - (d) It shall be unlawful for any person to place or permit to be placed in trash receptacles or containers any garbage, trash, debris, or other wastes not accumulated during the course of normal park activities.
 - (e) Within the limits of any park within the city, it shall be unlawful for any person to drive or hit golf balls.
- (Ord. No. 832, § 1, 6-15-81; Ord. No. 1141, § 1, 12-7-87; Ord. No. 2250, § 1, 6-2-15; Ord. No. 2309, § 3, 4-4-17)

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

- (a) The Charles F. Ladd Nature Preserve is hereby designated as a preserve park within the City of Duncanville to be protected and maintained in its natural state for the enjoyment and benefit of current and future generations. The purpose of this preserve is to support the conservation of native wildlife, plant species, and natural resources, while providing opportunities for environmental education, nature observation, and passive recreation.
- (b) The preserve shall remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources. The goal is to provide a sanctuary for wildlife and plant species, allowing them to thrive in their natural environment.
- (c) The preserve will be used primarily for passive recreation, such as walking, bird watching, and environmental education. Activities within the preserve will be limited to those that have minimal impact on the natural state of the land and its resources.
- (d) The preserve shall include low-impact infrastructure, consistent with the Charles F. Ladd Nature Preserve Master Plan (2025), that supports passive recreation and environmental education. This may include trails, observation areas, educational signage, and natural buffers. All improvements will be designed to minimize disruption to the natural environment.
- (e) Violations of the regulations governing the Charles F. Ladd Nature Preserve, including unauthorized activities or destruction of natural resources, will be subject to enforcement in accordance with city and park ordinances.

Sec. 12B-910. Closed areas.

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

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(Supp. No. 27)

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- (b) Any athletic field in any park may be declared and used exclusively for league game use only and may be closed to the public by the director at any time and for any interval of time, either temporarily or at a regular stated interval (daily or otherwise), as the director shall find reasonably necessary.
 - (c) It shall be unlawful for any person to use or be present in any closed area at any time unless authorized by the director. It shall be unlawful for any person to use, occupy or be present on any athletic field or league game field at any time (1) without first having applied for and been issued a permit from the director, or (2) not being a participant in a league and being actively engaged in league play or activities directly related thereto for which a permit has been issued by the director.

(Ord. No. 1738, § 3, 7-17-01)

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

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

- (1) Any organized team or league sports activity.
- (2) Any exhibit, music event, play, motion picture.
- (3) Any assembly or parade.
- (4) Any use of amplified sound equipment.
- (5) Any sale of food, drinks or goods.
- (6) Any park use between 11:30 p.m. and 5:00 a.m. except the following public through streets:
 - a. South Alexander Avenue.
 - b. Hill City.
 - c. Steeger Drive.
- (7) Cutting and removal of any dead trees.
- (8) Charging or collecting fees or donations.
- (9) Use of any athletic field in any park designated for league game use only.
- (10) Use of any park property for a special event.

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

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

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

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

- (1) The name, address and telephone number of the person or organization applying for the permit, and if an organization, its officers.
- (2) The exact nature of the use or activity for which the permit is being sought.

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- (3) The day and hours for which the permit is desired.
 - (4) The part and the portion of the park desired to be used to carry out the proposed use or activity.
 - (5) An estimate of the anticipated attendance.
 - (6) Any other information that the director finds to be reasonably necessary.

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

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-~~1213~~. Standards for issuance of permit and procedures.

- (a) A permit shall be issued unless the director finds:
 - (1) That the proposed activity or use of the park will unreasonably interfere with the general public use and enjoyment of the park; or,
 - (2) That the proposed activity or use of the park will unreasonably interfere with the public health, safety or welfare; or,
 - (3) That the facilities desired have been reserved for another activity or use at the day and hour requested in the applications; or,
 - (4) That false or misleading information is contained in the application or required information is omitted; or,
 - (5) That the event would violate any federal, state or municipal law.
- (b) The director may impose reasonable conditions or restrictions on the granting of a permit, including, but not limited to, any of the following:
 - (1) Restrictions on fires, fireworks, amplified sound, sports, use of animals, equipment or vehicles, the number of persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk of unreasonable harm to the use and enjoyment of the park property.
 - (2) A requirement that the applicant post a reasonable deposit of security for the repair of any damage to park property or the cost of cleanup, or both.
 - (3) A requirement that the applicant pay a reasonable fee to defray the cost of furnishing adequate security forces by the city at the proposed use or activity.
 - (4) A requirement that the permittee furnish additional sanitary and refuse facilities that might be reasonably necessary, based on the use or activity for which the permit is being sought.
- (c) Permits shall not be transferable without the written consent of the director.
- (d) Within four days after hearing on the application, the park director shall apprise an applicant in writing of his approval or of reasons for refusing a permit or of any conditions attached to the issuance of the permit. Any person aggrieved by the decision of the director shall have the right to appeal in writing within six days to the city council, which shall consider the application under the standards set forth herein, and sustain or overrule the director's decision at the next regularly scheduled council meeting.
- (e) The director or city manager shall have authority to provide for use of park property for a special event outside of the curfew hours established in section 12B-15. Unless otherwise provided in the permit issued by

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

- (f) The person to whom a permit is issued shall be liable for any loss, damage, or injury to persons or property whatsoever by reason of the negligence of the person to whom such permit is issued, his or its agents, officers or employees.
- (g) The director shall have authority to revoke a permit upon a finding of violation of any rule, ordinance, state or federal law, or upon the violation of any condition or restriction under which the permit was issued. The right of appeal procedure set out in (d) above shall apply to any person aggrieved by any such revocation.

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

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

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

(Ord. No. 832, § 1, 6-15-81)

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

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

(Ord. No. 832, § 1, 6-15-81)

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

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

(Ord. No. 1938, § 1, 8-16-05)

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STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

The City Council will receive a briefing on the Drainage Master Plan, discuss the information, and provide direction if necessary.

Vision Statement:

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

Pillar:

- **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:

Elton Brock, Chief Procurement Officer

Richard Abernethy, Assistant City Manager of Operations

BACKGROUND/HISTORY:

On March 17, 2025, the city sent a request for Statements of Qualification (SOQs) to engineering firms on its prequalified list for engineering work related to the 2025 Drainage Master Plan Project. For reference, the previous Drainage Master Plan was completed in 1999.

The 2025 Drainage Master Plan will serve as a strategic guide for future drainage infrastructure improvements, long-term maintenance, and planning to address existing and future drainage needs. This plan will update and build upon prior studies, including the City’s previous drainage master plans and relevant studies from partnering agencies such as Dallas County’s Inland Port Study, ensuring a coordinated and efficient approach.

POLICY EXPLANATION:

Staff reviewed all SOQs and determined that Freese & Nichols is the most qualified firm for the project. They were officially notified of their selection on April 16, 2025. Since the initial briefing on this item, staff have decided to separate the project’s erosion control and drainage components. Freese & Nichols will now conduct two tasks: developing a Drainage Master Plan (Attachment 1) and performing a comprehensive Stream Condition Assessment (Attachment 2).

The Drainage Master Plan will involve reviewing previous studies, creating a partial inventory of the drainage system, developing screening-level and detailed drainage models, evaluating current

policies and standards, identifying and prioritizing projects, developing a funding strategy, and conducting public outreach efforts.

The Stream Condition Assessment will include a review of historical erosion sites, the delineation of drainage and erosion hazard zones, a pilot condition assessment, field investigations, and an analysis of alternatives.

If the Notices to Proceed are issued this month, we anticipate that the Stream Condition Assessment will be completed by the end of the calendar year. The Drainage Master Plan is expected to be finished by March 2026, with final deliverables submitted in April 2026.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - Duncanville DMP Scope of Work](#)

[Attachment 2 - Duncanville SCA Scope of Work](#)

[Freese & Nichols Contract - Engineering Services - 3 Year Pool](#)

[Drainage Master Plan Award Update](#)

Attachment 1

**SCOPE OF SERVICES
CITY OF DUNCANVILLE DRAINAGE MASTER PLAN**

The City of Duncanville (City) has contracted with Freese and Nichols, Inc. (FNI) to develop a Drainage Master Plan (DMP). The DMP will be a proactive approach to determining needs, costs, and priorities associated with current and projected drainage issues throughout the City. The DMP scope will include a review of previous studies, development of screening-level and detailed drainage models, review of current policies and standards, project identification and prioritization, development of funding strategies, and public outreach efforts.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task 1 – Project Management and Meetings**1) Project Management**

- a. FNI will provide project management services, including overall project coordination, regular communications with City staff, and preparation of monthly status reports.
- b. FNI will develop a project schedule with clearly defined milestones. The schedule will be updated as needed to reflect potential project adjustments or changes.

2) Meetings

- a. FNI will conduct up to seven (7) 1-hour project meetings with City staff, anticipated to include the following:
 - i. Kickoff meeting (In person)
 - ii. Staff Interviews (Virtual)
 - iii. Watershed and Infrastructure Assessment meeting (Virtual)
 - iv. Screening Assessment meeting (Virtual)
 - v. Alternatives Analysis meeting (Virtual)
 - vi. Project Prioritization meeting (In person)
 - vii. Policy and Design Standards meeting (Virtual)
- b. One (1) additional project public meeting (City Council presentation) is included under Task 4.1.
- c. Additional meetings beyond those listed above will be considered Additional Service and can be accommodated upon request.

Task 2 – Review and Integration of Existing Data

1) Data Collection and Due Diligence

- a. FNI will collect and review pertinent drainage-related information provided by the City. This will include prior flood studies, hydrologic and hydraulic (H&H) models, FEMA FIRMs, the current CIP backlog list, available GIS data, record drawings, maintenance history, and records of drainage and erosion complaints.
- b. The data review will focus on identifying available information to support the scope of this project and highlight any significant data gaps that may limit the level of analysis.

2) Staff Interviews

- c. FNI will conduct a one-hour interview session with City staff to discuss priority focus areas, including existing drainage concerns, known high flood risk locations, current CIP projects, and applicable drainage policies. The interview will also help identify any additional available data or staff insights that may inform the analysis.

Task 3 – Watershed and Infrastructure Assessment

1) Drainage Assets GIS Database

- a. FNI will leverage the MS4 Map Development task developed under **Task E: SWMP Implementation Support** of the current MS4 contract (Contract Number 24-76102) to obtain a basic inventory of storm sewer system features (i.e., pipelines, inlets, manholes, culverts, bar ditches, etc.).
- b. FNI will review and incorporate available drainage system record drawings into the MS4 Map database. Where available, asset attributes such as dimensions, material, and invert elevations will also be incorporated.

Task 4 – Identification of Needed Drainage Improvements

1) Public Outreach

- a. FNI will develop a web-based, interactive map platform to collect public input regarding drainage issues and concerns. The platform will allow residents to identify problem areas and provide comments. A map and log summarizing the public input collected will be included as part of the task deliverables.
- b. FNI will assist the City in one (1) City Council meeting to present project findings to the public. The meeting will be scheduled for a duration of one (1) hour.

2) **Citywide Rain-on-Mesh (ROM) Screening Assessment**

FNI will develop a city-wide screening assessment of drainage conditions based on a Rain-on-Mesh (ROM) modeling analysis. The results will assist in identifying hot spots that will require further analysis.

- a. HEC-RAS 2D Rain-on-Mesh (ROM) model
 - i. Perform ROM analysis to define overland flow paths and identify flooding areas within and outside of the FEMA floodplain.
 - ii. The ROM model will not explicitly include existing storm drains, although FNI may modify the 2D grid to represent certain significant drainage features.
 - iii. The ROM model will be executed for the 2-year and 100-year storm events (24-hr duration) to evaluate the potential flood risk throughout the City. Hydrologic inputs will be based on existing development conditions. A ROM model run for fully developed conditions is not included in the screening assessment.
- b. Flood Hazard Identification
 - i. Identify flood-prone areas and document structure overtopping (road crossings) and flooding potential (structures). Flooding potential will be based on an approximation of the finished floor elevation based on the lowest adjacent grade elevation from the terrain and an estimate of slab height.
 - ii. Identify up to **10 critical flood hazard areas** as potential candidates for targeted modeling analysis.

3) **Targeted Hydrologic and Hydraulic Modeling and Alternatives Analysis**

- a. Refine hydrologic and hydraulic (H&H) analyses to achieve a greater level of detail for **up to five (5)** of the ten (10) critical flood areas identified during the ROM screening assessment.
- b. H&H models (open channel or closed-conduit models) will be developed using the most appropriate software in consultation with City Staff.
- c. For each of the selected five (5) locations, FNI will develop a conceptual solution designed to mitigate identified flood hazard conditions. Conceptual alternatives may include bridge, culvert, storm drain, channel, or detention pond improvements.
- d. The conceptual solutions will be categorized as follows:

- i. Three (3) of the conceptual solutions will be advanced to Flood Mitigation Projects (FMPs) and developed to meet the eligibility and documentation requirements for inclusion in the 2028 Trinity Regional Flood Plan (RFP) and the 2029 State Flood Plan.
 - ii. These three (3) FMPs will be selected based on: (1) their potential to score competitively under the Texas Water Development Board (TWDB) scoring and ranking criteria and (2) the relative cost of the improvements, with preference given to higher-cost projects that would likely require external funding assistance.
 - iii. The remaining two (2) conceptual solutions will be smaller in scale, scope, and cost. These will be developed to a level of detail appropriate for potential implementation with City resources. For these projects, FNI will provide a description of the conceptual solution, the level of service achieved, a planning-level cost estimate, and a map depicting the project components. These conceptual solutions will not be developed to the full level of detail required for FMP submittal.
- e. Evaluate the FMP alternatives for the 2-, 10-, 50-, and 100-year storm events.
- f. Develop corresponding exhibits depicting the conceptual solutions and the anticipated reduction in flood risks.
- g. Develop conceptual solutions to minimize flood risks, considering economic constraints. Achieving a 100-year level of protection may not be economically feasible for all locations.
- h. Prepare planning-level Opinions of Probable Construction Cost (OPCC) for each conceptual solution in 2025 dollars.
- i. Evaluations of the three (3) FMPs will be consistent with TWDB's "Technical Guidelines for Regional Flood Planning," Exhibit C (https://www.twdb.texas.gov/flood/planning/planningdocu/2028/doc/Exhibit_C_TechnicalGuidelines_2028RFP_Feb2025.pdf?d=7442.800000000745).
- j. Each FMP will be developed to a level of detail that fulfills the eligibility and documentation requirements for inclusion in both the 2028 Trinity Regional Flood Plan and the 2029 State Flood Plan. Inclusion in the State Flood Plan will make the FMPs eligible for future state funding under TWDB's Flood Infrastructure Fund (FIF).
- k. FNI will submit up to three (3) FMPs to the Trinity Regional Flood Planning Group (RFPG) for potential inclusion in the 2028 Trinity RFP.

The selection of the five (5) critical flood areas for conceptual solution development—and the subsequent selection of the three (3) Flood Mitigation Projects (FMPs) for submittal to the Trinity RFPG—will be coordinated with City staff to confirm alignment with City priorities and available data. Selection will also consider project feasibility within the scope and budget of this study.

Task 5 – Project Prioritization and Phasing

- 1) FNI will work collaboratively with City staff to develop an objective and transparent process for prioritizing capital improvement projects (CIP). This process will establish a structured framework for compiling, scoring, ranking, and periodically updating the CIP project list. The framework will be developed within the scope and data limitations of this project.
- 2) FNI will facilitate one (1) in-person workshop with City staff to identify and agree upon scoring metrics and weighting criteria for project evaluation. To support this effort, FNI will provide a set of commonly used scoring metrics as a starting point for discussion.
- 3) FMPs developed under **Task 4.3.j** will be evaluated and ranked using the final scoring methodology established through this process.

Task 6 – Policy and Design Standards Review

- 1) FNI will facilitate an initial meeting with City staff to review existing drainage design policies, the floodplain ordinance, and any relevant technical standards. The purpose of this meeting will be to identify perceived deficiencies and areas for potential improvement.
- 2) FNI will develop a list of recommended modifications to the current drainage policies. Recommendations will focus on clarifying requirements, improving consistency in hydrologic and hydraulic (H&H) analyses, reducing conflicting standards, simplifying the project review process and acceptance criteria, and minimizing the need for variance requests.
- 3) FNI will review the City's design manual specifications related to stormwater management and develop a list of recommended updates. This review will focus on identifying practical, high-value updates within the scope and budget of this project.
- 4) Development of specific revisions or updates to the City's drainage criteria manual and technical specifications—beyond the recommended list prepared under this task—will be considered an Additional Service.

Task 7 – Cost Estimation and Funding Strategies

- 1) FNI will assess the City's current drainage financing situation based on staff interviews and a review of recent budget history, as available.

- 2) FNI will perform a high-level financial evaluation of rate adjustments to the City's existing stormwater utility fee.
- 3) FNI will prepare a matrix summarizing potential financing options and applicable external funding program requirements. This matrix will serve as a reference tool to assist the City in evaluating future funding opportunities.

Task 8 – Final Deliverables

- 1) **Web-based Dashboard** - FNI will develop a simple, user-friendly web-based dashboard to communicate key results and findings from the DMP. The dashboard will be developed using a cost-effective, widely available platform to minimize development and hosting costs. It will display static results and will not include dynamic modeling or real-time data feeds. Dashboard development is limited to simple interactivity and visualization; advanced customization or proprietary software development is outside the project scope.
- 2) **Technical Report** - A draft report will be submitted in digital format (pdf file) for City review. Up to one (1) round of revisions to the report will be performed after receiving City feedback. The final Technical Report will be submitted in digital format.

The scope of work described herein has been developed to align with the City's priorities and to maximize value without exceeding the established project budget cap of \$250,000. All tasks, deliverables, and levels of effort have been scaled accordingly. Tasks requiring additional effort, detail, or services beyond those specifically outlined in this scope will be considered Additional Services and can be provided under a separate agreement or amendment upon request.

ARTICLE II

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by the City, are described as follows:

- 1) Creation of additional H&H models or conceptual alternatives beyond those indicated under Task 4.
- 2) Final design, bid, or construction phase services.
- 3) Preparation of CLOMR or LOMR submittals to FEMA.
- 4) Update or creation of floodway models.
- 5) Preparation of funding application submittals or grant applications for projects.
- 6) Preparation of FIS documents such as profiles, summary of discharges table, or floodway data tables.
- 7) Perform a full Stormwater Utility Rate Study.
- 8) Visits to the project areas or City facilities in excess of the number of trips, coordination meetings or contract completion activities as defined in Basic Services.
- 9) Providing environmental investigations coordination with environmental resource agencies, jurisdictional determinations, and state or federal permitting.
- 10) Acquisition of individual federal or state permits that may be required.
- 11) Preparation of applications and supporting documents for government grants, loans, or planning advances for public works projects.
- 12) Appearances before regulatory agencies other than the City.
- 13) Assistance to the City as an expert witness in any litigation with third parties arising from the development of the Project.
- 14) Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- 15) Providing basic or additional services on an accelerated time schedule. The scope of this service does not include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.

EXHIBIT B
PROJECT BUDGET SUMMARY

FNI proposes to furnish services as described herein for a Lump Sum fee of Two Hundred Fourteen Thousand Dollars (\$214,000). If FNI sees the Scope of Services changing so that Additional Services are needed, FNI will notify the City for their approval before proceeding.

BASIC SERVICES		AMOUNT
Task 1	Project Management and Meetings	\$ 17,500
Task 2	Review and Integration of Existing Data	\$ 6,200
Task 3	Watershed and Infrastructure Assessment	\$ 8,500
Task 4	Identification of Needed Drainage Improvements	\$ 103,700
Task 5	Project Prioritization and Phasing	\$ 12,700
Task 6	Policy and Design Standards Review	\$ 9,800
Task 7	Cost Estimation and Funding Strategies	\$ 13,000
Task 8	Final Deliverables	\$ 42,600
TOTAL		\$ 214,000

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within approximately 11 months from the Notice to Proceed (NTP). For planning purposes, an **assumed NTP date of June 2, 2025**, has been used. Under this assumption, completion of Tasks 1 through 7 will occur by **March 31, 2026**, and Final Deliverables (Task 8) will be submitted by **April 30, 2026**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

Attachment 2

**SCOPE OF SERVICES
CITY OF DUNCANVILLE – STREAM CONDITION ASSESSMENT**

The City of Duncanville (City) has contracted with Freese and Nichols, Inc. (FNI) to conduct a comprehensive Stream Condition Assessment. This assessment aims to evaluate the current state of the City's fluvial system and create conceptual alternatives to mitigate erosion risks. The scope of work includes a review of historical erosion sites, drainage and erosion hazard zone delineation, a pilot condition assessment, field investigations, and an alternatives analysis. All findings will be compiled into a technical memorandum, with accompanying project data delivered in digital format.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task 1 – Stream Condition Assessment

This assessment will document current stream conditions (streams within City limits span approximately 22 miles), identify existing impacts to public infrastructure by erosion, and provide conceptual alternatives according to the scope below for discovered problem areas. Tasks to be performed as part of the stream assessment include:

- 1) **Drainage Delineation** – FNI will use available LiDAR data to delineate stream centerlines. Additional analysis will also be performed to classify features within the created stream centerline dataset. This could include data pertaining to stream name, stream order, stream stationing nomenclature, channel type (e.g., concrete channel, culverted, grass-lined swale, natural stream, etc.), valley type, or riparian features.
- 2) **Erosion Hazard Zone Mapping** – FNI will analyze cross-sections of stream features at regular intervals along the streams using available LiDAR data. Cross-section locations will be adjusted as necessary to provide a more accurate representation of stream conditions when delineating the potential erosion extents, known as the Erosion Hazard Zone (EHZ). The EHZ will be delineated using engineering judgement by estimating potential stream downcutting and projecting a stable slope into the streambanks to determine the extent of erosion.
- 3) **Pilot Condition Assessment** – FNI will develop a pilot data collection plan to include condition assessment data for **up to 3 miles** of open channel at no more than six (6) discrete areas. The plan will be reviewed with the City to jointly approve locations for pilot data collection. These locations will be assessed by walking discrete sections of the chosen channels following a desktop data review. Conditions of the open channels (streams) and infrastructure present within the channel corridor will be photo documented. Potential

future erosion on channel banks will be mapped and evaluated using the Bank Erosion Hazard Index (BEHI), a rapid field assessment that rates erosion potential based on geomorphic variables present in the channel.

- 4) **Field Assessment** - This task includes a high-level geomorphic assessment, which will provide the information necessary for the development of potential alternatives. The geomorphic assessment will include the following tasks for the locations identified in item d:
 - a. Geomorphic cross sections - up to four (4), as deemed necessary to understand the site in greater detail within natural stream reaches. Cross sections will be measured at sufficient width to allow for calculations of entrenchment ratio.
 - b. Longitudinal profile – review of the reach along the thalweg will be completed. The longitudinal pedestrian survey will include, at a minimum the following points:
 - i. Bankfull discharge indicators (bankfull width and depth, if present; indicators in impaired channel reaches may be absent)
 - ii. Knickpoints/headcuts, areas of bank mass wasting, and instabilities
 - c. Photo documentation – FNI will provide continuous visual documentation of the project reach. Photos will be taken as needed and at the beginning and end of the reach.
 - i. The potential erodibility of the stream banks along the stream will be evaluated and mapped using the rapid assessment tool and the Bank Erosion Hazard Index (BEHI). A GIS file will be created to indicate general erosion risk along the stream banks within the project area. Specific erosion threats to infrastructure and homes will also be identified.
 - d. FNI project team will perform one (1) site visit for each pilot section to perform the geomorphic assessment and evaluate potential need for alternative development.
- 5) **Data Analysis** - FNI will perform a desktop analysis utilizing data collected in the field assessment. This data analysis contains the following:
 - a. Data collection and evaluation of City infrastructure, including utilities and existing drainage infrastructure.
 - b. Documentation of existing geomorphic characteristics of the pilot sections.

6) Area of Interest / Alternatives Analysis

- a. FNI will create a list of up to five (5) Areas of Interest (AOI) where erosion is threatening infrastructure based on field assessment and data analysis. It is assumed all AOI's will be within the pilot section. The location, photo, and brief description of the issue will be provided for each AOI.
- b. FNI will meet with the City to discuss the five (5) AOIs and determine their importance and rank the list.
- c. Based on City rank, FNI will create one (1) conceptual alternative for up to three (3) AOIs to protect infrastructure from stream erosion. These concepts could include bank stabilization measures, infrastructure maintenance practices, or property buy-outs.
- d. Exhibits will be prepared to adequately depict the nature and extent of the conceptual improvements being considered.
- e. Section 404 Clean Water Act permitting will be considered for each alternative. The expected permitting approach and requirements will be documented.
- f. FNI will prepare a conceptual opinion of construction cost (OPCC) for each alternative.

7) Technical Memorandum

- a. A summary of the stream assessment results and conceptual alternatives analysis will be included in a brief Technical Memorandum.
- b. The Technical Memorandum will be submitted in digital format (.pdf file) for City review. Up to one (1) round of revisions to the Technical Memorandum will be performed after receiving City feedback. The final Technical Memorandum will be submitted in digital format.

ARTICLE II

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by the City, are described as follows:

- 1) Final design, bid, or construction phase services.
- 2) Preparation of funding application submittals or grant applications for projects.
- 3) Visits to the project areas or City facilities in excess of the number of trips, coordination meetings or contract completion activities as defined in Basic Services.
- 4) Providing environmental investigations coordination with environmental resource agencies, jurisdictional determinations, and state or federal permitting.
- 5) Acquisition of individual federal or state permits that may be required.
- 6) Preparation of applications and supporting documents for government grants, loans, or planning advances for public works projects.
- 7) Appearances before regulatory agencies other than the City.
- 8) Assistance to the City as an expert witness in any litigation with third parties arising from the development of the Project.
- 9) Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- 10) Providing basic or additional services on an accelerated time schedule. The scope of this service does not include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.

EXHIBIT B
PROJECT BUDGET SUMMARY

FNI proposes to furnish services as described herein for a Lump Sum fee of Seventy-Three Thousand Dollars (\$73,000). If FNI sees the Scope of Services changing so that Additional Services are needed, FNI will notify the City for their approval before proceeding.

BASIC SERVICES		AMOUNT
Task 1	Stream Condition Assessment	\$ 73,000
TOTAL		\$ 73,000

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within approximately 6 months from the Notice to Proceed (NTP). For planning purposes, an **assumed NTP date of June 2, 2025**, has been used. Under this assumption, completion of Task 1 will occur by **November 30, 2025**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.



PROFESSIONAL SERVICES CONTRACT
NUMBER 24-0031 - B
(Engineer and Architect Services – 3-year pool)

This **PROFESSIONAL SERVICES CONTRACT** ("contract") is made and entered into by and between (**Freese and Nichols, Inc.**), hereinafter referred to as "CONSULTANT," 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 CONSULTANT to perform certain professional services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule**, of this contract; and

WHEREAS, the CONSULTANT has expressed a willingness to perform said professional 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 CONSULTANT agree as follows:

Section 1. Services to be Provided.

Upon issuance of a written Notice to Proceed or a Purchase Order by CITY, CONSULTANT agrees to provide to CITY the applicable professional services, as outlined in the "Scope of Services, Deliverables, and Schedule," "Scope," **Exhibit A** and incorporated herein. **Exhibit A** also includes the Schedule of Standard Fees. **SCHEDULE:** Upon notification of award of services, the professional shall begin within ten (10) working days of authorization to proceed, or upon date as mutually agreed to by City and Professional and incorporated into the project schedule. The rate sheet is included as **Exhibit A** and made a part hereto and shall be referenced when responding to requests for scope and pricing.

Section 2. Term of Contract

The term of this agreement shall begin on the last date of execution or approval from the Duncanville City Council hereof (the "Effective Date") and shall continue for a one (1) year period, with the option to extend the agreement for an additional two (1) one-year terms. The term(s) shall automatically be extended unless the agreement is terminated by either Party under Section 9 of this Agreement, as detailed in this Contract.

Section 3. Contractor Obligations

CONSULTANT shall devote such time as reasonably necessary for the performance of the services 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,



CONSULTANT upon receipt of written change order, 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 CONSULTANT to perform the services under this Contract, CONSULTANT shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONSULTANT 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 CONSULTANT only if authorized in writing in advance by CITY.

B. CONSULTANT shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all services as set forth in the Scope of Services including to the agreed upon schedule.

Section 4. Invoices

A. The CONSULTANT shall submit monthly invoices for services 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'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 applicable 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 CONSULTANT 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 CONSULTANT fee shall be specified in Exhibit A and Section 5. The total amount of the invoices shall not exceed the contract amount of (\$250,000.00) Two Hundred and Fifty Thousand, no dollars and no cents for all services authorized in writing and properly performed by CONSULTANT per the Payment Schedule outlined in this Section, unless amended in writing by the City. All fees paid to CONSULTANT, by CITY, shall be based on invoices submitted by CONSULTANT for services performed and approved of 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 CONSULTANT agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

CITY agrees to pay:

This agreement is an Indefinite Quantity Indefinite Delivery (IDIQ), and all orders may be issued with an authorized City of Duncanville Purchase Order as a release to the Master Agreement. Absolutely no orders are guaranteed as a result of the award. All payments shall be approved only after receipt and acceptance of the deliverables, and all Payments shall be in accordance with the pricing established in Exhibit A.

The CITY, following the written notice to CONSULTANT, may withhold or withhold off the entire payment or part of any payment otherwise due the CONSULTANT to such extent as may be necessary on account of:

- a. third party claims, which are not covered by the insurance which the CONSULTANT 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 CONSULTANT 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 CONSULTANT.
- c. reasonable evidence that the CONSULTANT'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 CONSULTANT to submit proper invoices, with all required attachments and supporting documentation; or
- d. failure of the CONSULTANT 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 CONSULTANT shall be responsible for the quality of goods and services furnished



by CONSULTANT under this Contract. CONSULTANT shall complete the services 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. CONSULTANT 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 CONSULTANT shall be and remain liable to CITY in accordance with applicable law for direct damages to CITY caused by CONSULTANT's negligent performance of any of its 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. CONSULTANT shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with this contract and the CITY's requirements. Such services shall be completed in a timely manner, after receiving a Notification to Proceed from CITY to CONSULTANT.

B. In the event CONSULTANT's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONSULTANT 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 CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within seventy-two (72) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. Upon completion and receipt of payment, final surveys, studies, proposals, applications, drawings, plans, specifications, and other project-related documents, including those in electronic form, prepared by CONSULTANT 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. CONSULTANT 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 the rights, title, and interest in and to all Project Documents, sealed drawings, etc., submitted by the CONSULTANT to the CITY in completion of the stated Deliverables of the agreement, including applicable ownership, common law, statutory, and other reserved rights, including copyrights. The CONSULTANT shall retain ownership and all rights in its standard drawing details, specifications, databases, computer software, and other proprietary property, whether or not protected under the copyright laws of the United States) 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. Project Documents (as well as materials and reports referenced in Section 8(B) herein) ("collectively, "Project Documents") do not include all Intellectual Property Rights (as defined herein) which may be contained in the Project Documents or other deliverables hereunder that were developed by CONSULTANT prior to performance hereunder of independent to this Agreement ("Background Intellectual Property"). CONSULTANT shall retain all right, title and interest in and to any Background Intellectual Property. "Intellectual Property Rights" are defined as all intellectual property or other proprietary rights (including without limitation copyrights, patent rights, trade secret rights, rights of reproduction, trademark rights, rights of publicity and the right to secure registrations, renewals, reissues and extensions thereof).

A. 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 CONSULTANT(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 services or for any other governmental purpose connected with this project. CITY shall be liable, however, for all uses outside of the intended use for this project. All materials and reports prepared by CONSULTANT 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. CONSULTANT shall, upon completion of the services and full payment for the CONSULTANT'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 CONSULTANT 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.

B. As may be applicable, all instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs developed specifically for this service by the CONSULTANT, 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.

C. Acceptance and approval of the Project Documents by CITY shall not constitute nor be release of the responsibility and liability of CONSULTANT, its employees, associates, agents and CONSULTANTS for the accuracy or competency of their designs, working drawings and specifications, or other documents and services; 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 CONSULTANT, its employees, CONSULTANT, agents and CONSULTANTS.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall



immediately discontinue all services, and CONSULTANT 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 CONSULTANT, 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 CONSULTANT, and in the event CITY and CONSULTANT fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and CONSULTANT's services hereunder at no additional cost other than the payment to CONSULTANT, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONSULTANT before such termination date.

Section 10. Insurance

A. In accordance to the provisions of Texas Labor Code, Title 5, the CONSULTANT shall provide and maintain Workers' Compensation and Employer's Liability Insurance for the protection of the CONSULTANT's employees, as required by law. The CONSULTANT 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 the CONSULTANT and the CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of the CONSULTANT, and liability for damages to property, arising from or growing out of the CONSULTANT'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 Two Million Dollars (\$2,000,000.00) for one (1) person, and not less than Two Million Dollars for any individual one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Two Million Dollars (\$2,000,000.00) for any individual one (1) occurrence, and Two Million Dollars (\$2,000,000.00) aggregate.

C. The CONSULTANT shall also provide and maintain Professional Liability Insurance coverage to protect the CONSULTANT and the 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 Two Million Dollars (\$2,000,000.00).

A signed Certificate of Insurance, satisfactory to the CITY, showing compliance with the requirements of this Section shall be furnished to the 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 Workers' Compensation and 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

CONSULTANT hereby agrees to indemnify and hold harmless the CITY, its officers, agents, 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, reimbursement of reasonable attorney fees, in proportion to CONSULTANT'S liability, 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, arising from the negligent act, error, omission of CONSULTANT, its officers, employees, agents or subcontractor's, or anyone else under CONSULTANT's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance of any services called for by this Contract, or from conditions created by the performance or non-performance of said services.

CONSULTANT shall not have any obligation to indemnify, defend or reimburse Indemnitees for Professional Liability claims arising by reason of the negligence or willful misconduct of Indemnitees.

Section 12. Indemnification for Unemployment Compensation

CONSULTANT agrees that it is an independent CONSULTANT and not an agent of the CITY, and that CONSULTANT is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONSULTANT's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONSULTANT 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 CONSULTANT.



Section 13. Indemnification for Performance – intentionally deleted

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONSULTANT 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 CONSULTANT without the prior written consent of the CITY. Any attempted assignment or delegation by the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT fails to comply or becomes disabled and unable to comply with the provisions of this Contract as to the failure to commence the services, 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 services, failure to provide adequate equipment, or fail to perform any of the CONSULTANT obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONSULTANT, CITY may, at its sole discretion without prejudice to any other right or remedy:

- A. Immediately terminate this contract and complete the services 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 CONSULTANT except for all services determined by CITY to be satisfactorily completed prior to termination. Payment for services satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. 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 CONSULTANT.



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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT

It is understood and agreed by and between the parties that CONSULTANT 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 CONSULTANT's actions. All services to be performed by CONSULTANT pursuant to this Contract shall be in the capacity of an independent CONSULTANT, and not as an agent or employee of CITY. CONSULTANT 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:

Freese and Nichols, Inc.
 12770 Merit Drive, Suite 900
 Dallas, Texas 75204
 t: 214-217-2200
 Attn: Trey Shanks, IAM – Vice-President Principal in Charge
trey.shanks@freese.com

Section 25. Business Prohibitions and Requirements

1. Prohibition on Contracts with Companies Boycott of Israel

By executing this contract, CONSULTANT 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

CONSULTANT 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 CONSULTANT, 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONSULTANT submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONSULTANT 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. CONSULTANT 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 services performed, and approved to date shall be paid.

The CITY shall provide the CONSULTANT 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 Services and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of services 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 CONSULTANT its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONSULTANT is directed to make substantial revisions under this section of the contract, CONSULTANT 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 CONSULTANT. Prior to CONSULTANT 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 services.

Section 28. Right to Inspect/Audit Records

CONSULTANT 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 CONSULTANT involving transactions relating to this contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT 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 CONSULTANT reasonable advance notice of intended audits no less than 3 business day(s). CONSULTANT 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 CONSULTANT or subcontractor(s) reasonable advance notice of intended audits no less than 3 business day(s).

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT's obligations under this paragraph.

Environmental Protection: The CONSULTANT 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 CONSULTANT warrants that CONSULTANT is in compliance with IRCA during the term of this contract with the CITY. The CONSULTANT warrants that the CONSULTANT 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

CONSULTANT 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. CONSULTANT 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 CONSULTANT 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.

CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT with access to the sites where the CONSULTANT 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 CONSULTANT 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 CONSULTANT's obligations under the contract. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT shall comply with all applicable State, Federal (including Executive Orders), and Local laws, and requirements. The CONSULTANT 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 CONSULTANT 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

CONSULTANT 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. CONSULTANT is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONSULTANT shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONSULTANT or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONSULTANT shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONSULTANT's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONSULTANT 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 CONSULTANT shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. CONSULTANT Liability for Damage to Government Property

The CONSULTANT shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONSULTANT and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONSULTANT 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 CONSULTANT 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, fire, 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 CONSULTANT will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONSULTANT continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONSULTANT 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, CONSULTANT 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"). CONSULTANT 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 CONSULTANT (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 CONSULTANT promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONSULTANT agrees to use protective measures no less stringent than the CONSULTANT 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 CONSULTANT represents to the CITY that: (i) the CONSULTANT shall provide the CITY the deliverables and (ii) the deliverables supplied by the CONSULTANT 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 CONSULTANT does not know of any valid basis for any such claims. The CONSULTANT 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 CONSULTANT's breach of any of CONSULTANT'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, CONSULTANT agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONSULTANT'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 CONSULTANT.

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 CONSULTANT makes no warranty, express or implied, as to its professional services rendered under this agreement.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT which arises under or concerns the Contract, or which could have a material adverse effect on the CONSULTANT's ability to perform thereunder, the CONSULTANT shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONSULTANT. 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be required to complete and submit [Federal Form NDAA-899](#).

Section 60. SAM.gov Registration

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer. (Exhibit F)

Section 61. Affirmative Action. Minority and Women-Owned Business or Historically Underutilized Business Requirements as may be required for projects with Federal funds.

RFQ's are issued in accordance with Section 2254 of the Texas Government Code (Professional Services Act) and Title 40 Code of Federal Regulations, Part 31 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

This contract includes goals for Minority and Women's Business Enterprise participation. The Federal Government and various awarding Agencies have approved the following Minority Business Enterprise (MBE) & Women Business Enterprise (WBE) "fair share goals" for the TWDB State Revolving Fund programs and Other funding programs available to Texas Governmental entities. Federal policy does NOT mandate that fair share goals be achieved but does mandate that a documented good faith effort be made toward achieving the goals.

*This contract is subject to the Federal Government Disadvantaged Business Enterprise (DBE) Program, which includes approved * fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. Federal rules require that applicants and prime Professionals make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.*



***NOTE: Recipient/Applicant Information Notice (RAIN)**

Effective October 1, 2019, EPA approved a class exception that temporarily waives the fair share goals requirements in 40 CFR Part 33, which includes the requirement that recipients must negotiate fair share objectives for minority business enterprise (MBE) and women's business enterprise (WBE) participation in procurement under assistance agreements.

Respondents may contact the TWDB for assistance at 512-463-4841, Ms. Jo Carol Bradshaw, DBE and Policy Coordinator, Program and Policy development, for clarification with issues specifically related to the completion of the required TWDB forms.

Equal Opportunity in Employment – All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. The Consultant must comply with the President's Executive Order No. 11246, amended by Executive Order 11375, and supplemented in Department of Labor regulation 41 CFR-Part 60. Small, minority, and women-owned firms are encouraged to submit proposals.

The City of Duncanville is an affirmative action/equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Small, minority, and women-owned business enterprises are encouraged to submit proposals

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor: Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and the State of Texas Historically Underutilized Businesses Program.
- **If you need assistance, you can contact the local MBDA Center in the DFW Area or choose the one closest to your community. Please use the following link: <https://www.mbda.gov/mbda-programs>.**



Section 62. Cooperative Purchasing

When stated specifically in the solicitation, the City of Duncanville may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The CONSULTANT must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of Duncanville is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive proposal requirements and shall not be held liable for any costs, damages, etc. incurred by the CONSULTANT about any purchase by the participating agency. The City of Duncanville shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

Section 63. Pass Down Language Requirement

Provided the CONSULTANT utilizes any subcontractors in the performance of this contract, the CONSULTANT 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 CONSULTANT and the subcontractor.

Section 64. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written contract of the parties.

Conflicts of Language: Should a conflict arise between any of the contract documents, it should 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.

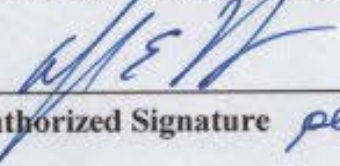
1. Final negotiated contract
2. Solicitation documents
3. CITY's standard terms and conditions
4. Purchase order.
5. Proposal documents and CONSULTANT terms and conditions



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


Authorized Signature *per Resol 2025-390*

Name: Doug Finch
Title: City Manager

4.9.25

Date

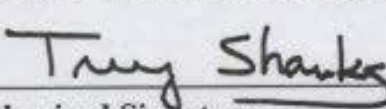
972-780-5058

Phone Number

purchasing@duncanvilletx.gov

Email Address

FREESE AND NICHOLS, INC.


Authorized Signature

Name: Trey Shanks, IAM
Title: Vice-President/Principal

April 9, 2025

Date

214-217-2200

Phone Number

trey.shanks@freese.com

Email Address

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER



Exhibit A – Scope of Services, Deliverables, and Schedule

This agreement is an Indefinite Quantity Indefinite Delivery (IDIQ), and all orders may be issued with an authorized City of Duncanville Purchase Order as a release to the Master Agreement. Absolutely no orders are guaranteed as a result of the award. All payments shall be approved only after receipt and acceptance of the deliverables, and all Payments shall be in accordance with the pricing established in Exhibit A.

The agreement shall provide Engineering and Architectural Services and establish a 3-Year pool of approved Consultants. For each project that the City requires these services, the City will contact the list of firms and determine their interest and capabilities. Each respondent to the request will be scored. The City has created a pool of pre-qualified engineering and architectural firms that will be contacted for their **interest, capacity, and capabilities**, as projects come up throughout the pre-qualification period of three (3) years. Contracts will be issued for each project individually on an as-needed basis.

For the Top Ranked Firm or Firm(s) Only: After all Statements of Qualifications are submitted by the due date, received and accepted by the City, and the City conducts the evaluation process, the City will contact the **TOP-RANKED FIRM OR FIRM(S) BY WRITTEN REQUEST** to submit a full statement of Scope, Schedule, Pricing, and Approach for the individual Project. The full Statement of Scope, Schedule, Pricing, and Approach shall include information on how the firm will meet the Scope and Requirements for the Project, the Project Approach, the firm's understanding of the Project, the approach regarding compliance with all Federal, and State laws, including meeting any requirements for any potential grant funding, and the approach taken to complete the project along with a project timeline. The respondent shall also identify any anticipated potential project problems, the Respondent firm's approach to resolving these problems, and any special assistance that will be requested from the City of Duncanville.

Project with Value \$250k and Greater

1. Any individual Project with a value of \$250k or greater shall be procured with a competitive solicitation Request for Qualifications (RFQ).
2. The Project will be procured in compliance with TGC 2254 (Professional Services Procurement Act) and shall be submitted to the City Council for award.

Project(s) with Value \$250k and and Less

1. Following the award from the City Council a list of firms will be available to staff to utilize for projects less than \$250k.
2. Each firm awarded by the City Council shall receive a contract and the firm shall provide a standard rate sheet to the City.
3. Staff shall utilize the "approved list" of firms for award consideration.
 - A. Each project shall be submitted to the list of "approved" firms, to determine availability and interest, through a written request format.
 - B. The project shall be adequately described by City Staff
 - C. The written request for availability and interest shall have a response timeline of a minimum of 7 calendar days before the response is due back.
 - D. At the end of the response due period, staff shall assemble all responses and request assistance from Procurement and Contracting Services



E. An evaluation of the firms that have responded shall be conducted and documented.

F. The highest ranked respondent firm shall be contacted in written form with notification of a request for scope, deliverables, timeline, and pricing.

G. Provided the pricing is acceptable and within budget, the staff may proceed to acceptance.

H. Staff shall submit a requisition, citing the contract #, the scope, deliverables, timeline, and pricing.

4. No firm from the awarded list shall exceed the not-to-exceed amount approved by the City Council, collectively or with an individual award.

5. At all times, staff shall strictly follow the requirements of Texas Government Code 2254 (Professional Services Procurement Act)

COMPENSATION

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	\$141
Professional 2	\$171
Professional 3	\$189
Professional 4	\$217
Professional 5	\$232
Professional 6	\$287
Construction Manager 1	\$123
Construction Manager 2	\$130
Construction Manager 3	\$163
Construction Manager 4	\$202
Construction Manager 5	\$241
Construction Manager 6	\$274
Construction Representative 1	\$111
Construction Representative 2	\$123
Construction Representative 3	\$170
Construction Representative 4	\$163
CAD Technician/Designer 1	\$121
CAD Technician/Designer 2	\$133
CAD Technician/Designer 3	\$168
Corporate Project Support 1	\$116
Corporate Project Support 2	\$138
Corporate Project Support 3	\$161
Intern / Coop	\$81
Senior Advisor	\$165

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>			
Standard IRS Rates		<u>Black & White</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75	
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$300	
	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$100	
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each)	\$150	
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Gauge (per day)	\$275	
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day)	\$275	
				Flushing / Chactor (each)	\$300	
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each)	\$1,000	
	Binding (per binding)	\$0.25				
				<u>Survey Grade</u>	<u>Standard</u>	
				Drone (per day)	\$200	\$100
				GPS (per day)	\$150	\$50

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.00. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Contract 24-0031-B



Exhibit B – Conflict of Interest Form

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

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

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

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

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.
2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state “None.”**
4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state “None.”**
5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the “Yes” box in Section 5 A, B, or C.
6. Describe any other affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.
7. **Signature box. Date and sign the form. A signature is required from the person completing the form even if “None” entered in boxes 3, 4, & 6.**



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. Freese and Nichols, Inc.
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)
3	Name of local government officer about whom the information in this section is being disclosed. N/A Name of Officer This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership 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 April 9, 2025 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 CONSULTANT submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONSULTANT submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The CONSULTANT 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.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1290818

Date Filed:
04/03/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Freese and Nichols, Inc.
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Duncanville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-0031 - B
Engineer and Architect Services – 3-year pool

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Greer, Alan	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Michael	Houston, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Brown, Jessica	Fort Worth, TX United States	X	
	Chambers, Robert	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐
6 UNSWORN DECLARATION

My name is Stephanie Bedison, and my date of birth is July 19, 1977.

My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, US
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 3 day of April, 2025
 (month) (year)

Stephanie Bedison

Signature of authorized agent of contracting business entity
(Declarant)



Exhibit D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Trey Shanks, the undersigned representative

of Freese and Nichols, Inc.

(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.*

April 9, 2025
DATE

Trey Shanks
SIGNATURE OF COMPANY REPRESENTATIVE



Exhibit E– Consultant Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned CONSULTANT named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, CONSULTANT will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to CONSULTANT an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned CONSULTANT attests that its federal work authorization user identification number and date of authorization are as follows:

<u>1696971</u>	<u>05/26/2021</u>
Federal Work Authorization User Identification Number	Date of Authorization

CONSULTANT:

Project:

Freese and Nichols, Inc.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on April 9, 2025, in Fort Worth (city), Texas (state).

<u>Trey Shanks</u>	<u>April 9, 2025</u>
BY: CONSULTANT Authorized Officer or Agent	Date

Trey Shanks Vice-President/Principal
Printed Name and Title of Authorized Officer or Agent



Exhibit F – SAM.GOV RECORD SUBMISSION

**Insert System for Award Management (SAM) record search
for company name and company principal (here)**

Last updated by Zailma Gonzalez on Jun 20, 2024 at 04:31 PM

FREESE AND NICHOLS, INC.



FREESE AND NICHOLS, INC.

Unique Entity ID KKJCTMJ3HZJ4	CAGE / NCAGE 094S7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 20, 2025	
Physical Address 801 Cherry ST STE 2800 Fort Worth, Texas 76102-6803 United States	Mailing Address 801 Cherry ST STE 2800 Fort Worth, Texas 76102-6803 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 12	State / Country of Incorporation Texas / United States	URL http://www.freese.com

Registration Dates

Activation Date Jun 24, 2024	Submission Date Jun 20, 2024	Initial Registration Date Apr 9, 2002
--	--	---

Entity Dates

Entity Start Date Jan 1, 1894	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Yes

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

No

Exclusion Summary

Jun 07, 2023 08:55:34 PM GMT
https://sam.gov/entity/KKJCTMJ3HZJ4/coreData?status=null

Page 1 of 4

Last updated by Zuilma Gonzalez on Jun 20, 2024 at 04:31 PM

FREESE AND NICHOLS, INC.

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

094S7

Electronic Funds Transfer

Account Type

Checking

Routing Number

*****14

Lock Box Number

(blank)

Financial Institution

JPMORGAN CHASE BANK, NA

Account Number

*****67

Automated Clearing House

Phone (U.S.)

8177357321

Email

AccountsReceivable@Freese.com

Phone (non-U.S.)

(blank)

Fax

8177357480

Remittance Address

FREESE AND NICHOLS, INC.

P.O. Box 980004

Fort Worth, Texas 76198

United States

Taxpayer Information

EIN

*****1935

Type of Tax

Applicable Federal Tax

Taxpayer Name

FREESE AND NICHOLS INC

Tax Year (Most Recent Tax Year)

2023

Name/Title of Individual Executing Consent

Cfo

TIN Consent Date

Jun 20, 2024

Address

801 Cherry ST STE 2800

Fort Worth, Texas 76102

Signature

Gwen G Perez

Points of Contact

Accounts Receivable POC

✉

Zuilma Gonzalez, Lead Corporate Accountant

zuilma.gonzalez@freese.com

8177357321

Last updated by Zuilma Gonzalez on Jun 20, 2024 at 04:31 PM

FREESE AND NICHOLS, INC.

Electronic Business


Zuilma Gonzalez, Lead Corporate Accountant
zuilma.gonzalez@freese.com
8177357321

Freese And Nichols Inc
San Antonio, Texas 78216
United States

Stephanie Stephenson, Senior Contracts
stephanie.stephenson@freese.com
8177357224

Freese And Nichols Inc
801 Cherry ST Suite 2800
Fort Worth, Texas 76102
United States

Government Business


Matt C Shafer, Controller
mcs@freese.com
2142172238

Freese And Nichols Inc
801 Cherry ST Suite 2800
Fort Worth, Texas 76102
United States

Maria Aguilar
maria.aguilar@freese.com
3462498367

4055 International Plaza
STE 200
Fort Worth, Texas 76109
United States

Past Performance


John Wolfhope, Program Manager
JSW@freese.com
5126173100

10431 Morado Circle
Suite 300
Austin, Texas 78759
United States

Anthony Risko, Engineer VII
anthony.risko@freese.com
5126173185

Freese And Nichols Inc
10431 Morado CIRCLE, Bldg 5, Suite 300
Austin, Texas 78759
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541310	Architectural Services
	541611	Administrative Management And General Management Consulting Services
	541620	Environmental Consulting Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$371,569,419.00	1220

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Jan 07, 2025 08:55:34 PM GMT
<https://sam.gov/entity/KKJCTMJ3HZJ4/coreData?status=null>

Last updated by Zulma Gonzalez on Jun 20, 2024 at 04:31 PM

FREESE AND NICHOLS, INC.

Bonding Levels	Dollars
(blank)	(blank)

States
North Carolina
Oklahoma
Texas

Counties
(blank)

Metropolitan Statistical Areas
(blank)



Exhibit G – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)



FREEAND-02

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		FAX (A/C, No): (703) 827-2279
	PHONE (A/C, No, Ext): (703) 827-2277		
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Fire Insurance Company of Hartford A(XV)		20478
	INSURER B: Valley Forge Insurance Company A(XV)		20508
	INSURER C: Continental Insurance Company A(XV)		35289
	INSURER D: Travelers Casualty and Surety Company A++ XV		19038
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			7063394194	10/23/2024	10/23/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Contractual Liab.						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PROJECT ☐ LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY			7063394177	10/23/2024	10/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						
C	☒ UMBRELLA LIAB			7063394180	10/23/2024	10/23/2025	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 10,000,000
	☐ DED ☒ RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7063394213	10/23/2024	10/23/2025	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			107930947	10/23/2024	10/23/2025	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: SOLICITATION NO: RFQ 24-0031
 TITLE: PRE-QUALIFIED ENGINEERING AND ARCHITECTURAL SERVICES - 3 YEAR POOL

City of Duncanville, its officers, agents, and employees are included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

The City of Duncanville, TX Procurement and Contracting Office Fiscal Services Department 203 E. Wheatland Rd Duncanville, TX 75116	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: FREEAND-02

KSUTTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage.



Exhibit H – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Freese and Nichols, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Trey Shanks
Signature of Contractor's Authorized Official

Trey Shanks Vice-President/Principal
Printed Name and Title of Contractor's Authorized Official

April 9, 2025
Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementation of guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(a) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no person is required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. The burden of public reporting for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



Approved by OMB 0348-00

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: N/A a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: N/A a. bid/offer/application _____ b. initial award c. post-award	Report Type: N/A a. initial filing _____ b. material change
Name and Address of Reporting Entity: N/A _____ Prime _____ Sub awardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____	
Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Trey Shanks</u> Print Name: <u>Trey Shanks</u> Title: <u>Vice-President/Principal</u> Telephone No.: <u>214-217-2200</u> Date: <u>April 9, 2025</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

RESOLUTION NO. 2025-390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED RFQ 24-0031 PRE-QUALIFIED ENGINEERING AND ARCHITECTURAL SERVICES 3-YEAR POOL AND AUTHORIZING INDEFINITE-DELIVERY/INDEFINITE-QUANTITY MASTER AGREEMENTS WITH THE FIRMS OUTLINED IN EXHIBIT A TO PROVIDE ENGINEERING AND ARCHITECTURAL SERVICES TO THE CITY OF DUNCANVILLE FROM JANUARY 7, 2025, THROUGH JANUARY 7, 2028 NOT EXCEEDING A TOTAL CONTRACT AMOUNT OF \$300,000.00 PER FIRM OVER THE THREE YEARS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS TO CONFORM TO THIS RESOLUTION AS APPROPRIATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to infrastructure improvements to the City and it is necessary to retain the services of highly qualified professional firms to consult on City projects;

WHEREAS, the City advertised and received Statements of Qualifications for engineering and architectural services per RFQ 24-0031 and recommends awarding future engineering and architectural services contracts to highly qualified firms; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award RFQ 24-0031 Pre-Qualified Engineering and Architectural Services 3-Year Pool and authorize indefinite-delivery/indefinite-quantity master service agreements with the firms outlined in Exhibit A to provide engineering and architectural services to the City of Duncanville from January 7, 2025, through January 7, 2028, not exceeding a total contract amount of \$300,000.00 per firm over the three years.

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 RFQ 24-0031 Pre-Qualified Engineering and Architectural Services 3-Year Pool and authorizes indefinite-delivery/indefinite-quantity master service agreements with the firms outlined in Exhibit A to provide engineering and architectural services to the City of Duncanville from January 7, 2025, through January 7, 2028, not exceeding a total contract amount of \$300,000.00 per firm over the three years; and authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

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 January, 2025.

APPROVED:



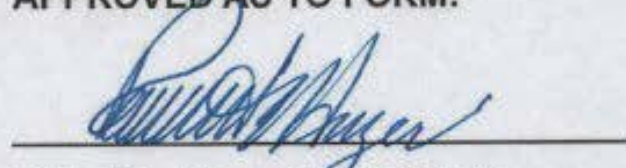
Greg Contreras, Mayor

ATTEST:



Chiquita Taylor, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney



Exhibit A1

RFQ 24-0031 PRE-QUALIFIED ENGINEERING AND ARCHITECTURAL SERVICES

THREE YEAR POOL

Evaluation Sheet - Engineering

DESCRIPTION OF FACTORS	MAXIMUM SCORE	Garver, Inc. Dallas, TX	Kimley-Horn and Associates, Inc. Fort Worth, TX	Freese & Nichols, Inc. Dallas, TX	MRS Group, PC Temple, TX	Walter P Moore and Associates, Inc. Dallas, TX	Shield Engineering Group, Inc. Dallas, TX	Gresham Smith, Inc. Dallas, TX	Burgess & Niple, Inc. Dallas, TX	Dunaway Associates, LLC Dallas, TX	Cobb, Fendley & Associates, Inc. Fort Worth, TX
Did the Firm meet the Mandatory minimum requirements?	YES / NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TECHNICAL QUALIFICATIONS											
1) The Professional firm's past experience and performance on comparable government projects demonstrate successful delivery of services to meet the Scope of Services	30	29	28	28	27	27	26	26	25	25	24
2) The quality of the Respondent firm's professional personnel (Project Team) to be assigned to the engagement and the quality of the Respondent firm's management support personnel to be available for technical consultation.	20	20	20	19	19	19	19	18	18	17	16
3) Experience obtaining and working with Federal/State/EPA/ or TWDB grant funding for Governmental Projects. Knowledge of applicable Local, State, and Federal regulations regarding the successful delivery of the services identified in the Scope of the Project.	20	20	20	20	20	19	19	19	18	18	18
4) Ability to perform additional services, adequacy of administrative controls, and the capacity to provide technical support throughout the Project term. Knowledge of local issues in the City of Duncanville, and the surrounding Region.	20	20	20	20	20	20	20	20	20	20	20
5) Submission of applicable References (from your submission of projects completed)	10	10	10	10	10	10	10	10	10	10	10
		99	98	97	96	95	94	93	91	90	88
RANKING:		1	2	3	4	5	6	7	8	9	10

Exhibit A1

RFQ 24-0031 PRE-QUALIFIED ENGINEERING AND ARCHITECTURAL SERVICES

THREE YEAR POOL

Evaluation Sheet - Engineering

DESCRIPTION OF FACTORS	MAXIMUM SCORE	LJA Engineering Dallas, TX	Huitt Zollars Dallas, TX	Sustainability Engineering Group, Inc. Dallas, TX	Nathan D. Maier Consulting Engineers, Inc. Dallas, TX	WSB, LLC Melissa, TX	BHC, Inc. Dallas, TX	Simon Engineering and Consulting, Dallas, TX	Oiler Engineering, Inc. Lubbock, TX	MV Engineering, Inc. Dallas, TX	RLG Consulting Engineers, Inc. Dallas, TX
Did the Firm meet the Mandatory minimum requirements?	YES / NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TECHNICAL QUALIFICATIONS											
1) The Professional firm's past experience and performance on comparable government projects demonstrate successful delivery of services to meet the Scope of Services	30	23	23	23	22	22	21	22	22	20	19
2) The quality of the Respondent firm's professional personnel (Project Team) to be assigned to the engagement and the quality of the Respondent firm's management support personnel to be available for technical consultation.	20	16	16	16	15	15	15	14	14	14	14
3) Experience obtaining and working with Federal/State/EPA/ or TWDB grant funding for Governmental Projects. Knowledge of applicable Local, State, and Federal regulations regarding the successful delivery of the services identified in the Scope of the Project.	20	20	20	19	19	18	18	15	15	15	15
4) Ability to perform additional services, adequacy of administrative controls, and the capacity to provide technical support throughout the Project term. Knowledge of local issues in the City of Duncanville, and the surrounding Region.	20	19	18	18	18	17	17	16	15	16	16
5) Submission of applicable References (from your submission of projects completed)	10	10	10	9	9	9	9	8	8	8	8
		88	87	85	83	81	80	75	74	73	72
RANKING:		11	12	13	14	15	16	17	18	19	20
Comments regarding the award score, if any:											
Garver - great response, excellent experience, and staff available											
Kimley-Horn - excellent work and staff available											
Freese - Nichols - large firm, excellent work, and staff available.											
All others - great responses and work histories.											
Evaluator's Name: Shahad Mohammed, Assistant Director- Public Works						Evaluator's Signature: Elton D. Brock, Chief Procurement Officer					
Evaluator's Name: Matt Bryant, Director - Public Works						Evaluator's Signature:					
Evaluator's Name: Joel Daugherty, Utilities Superintendent						Evaluator's Signature:					

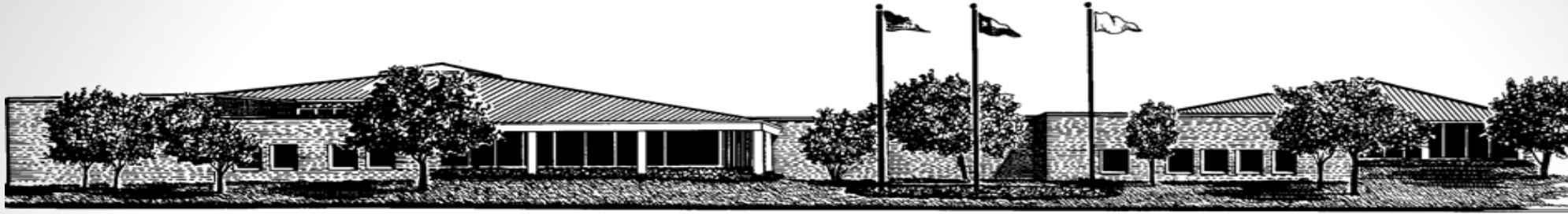
Exhibit A2

RFQ 24-0031 PRE-QUALIFIED ENGINEERING AND ARCHITECTURAL SERVICES

THREE YEAR POOL

Evaluation Sheet - Architectural Firms

DESCRIPTION OF FACTORS	MAXIMUM SCORE	Brandsetter Carroll, Inc Dallas, TX	Komatsu/Rangel Architecture, Inc. Ft. Worth, TX	MRB Group, PC Temple, TX	KAI Design Irving, TX	Grace, Hebert, Curtis, Architects, LLC Dallas, TX	MEL/ARCH, Inc. Mansfield, TX	Sustainability Engineering Group, Inc. Dallas, TX	BRW Architects Dallas, TX
Did the Firm meet the Mandatory minimum requirements?	YES / NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TECHNICAL QUALIFICATIONS									
1) The Professional firm's past experience and performance on comparable government projects demonstrate successful delivery of services to meet the Scope of Services	30	29	28	28	26	26	26	26	25
2) The quality of the Respondent firm's professional personnel (Project Team) to be assigned to the engagement and the quality of the Respondent firm's management support personnel to be available for technical consultation.	20	20	19	19	18	18	17	15	15
3) Experience obtaining and working with Federal/State/EPA/ or TWDB grant funding for Governmental Projects. Knowledge of applicable Local, State, and Federal regulations regarding the successful delivery of the services identified in the Scope of the Project.	20	20	19	18	20	17	17	16	15
4) Ability to perform additional services, adequacy of administrative controls, and the capacity to provide technical support throughout the Project term. Knowledge of local issues in the City of Duncanville, and the surrounding Region.	20	20	20	20	20	20	20	20	20
5) Submission of applicable References (from your submission of projects completed)	10	10	10	10	10	10	10	10	10
RANKING:		99	96	95	94	91	90	87	85
		1	2	3	4	5	6	7	8
Comments regarding the award score, if any:		Brandsetter/Carroll - excellent project history, excellent staff							
		Komatsu - excellent and long work product history, excellent staff							
		MRB - Excellent work in grant funding areas, great staff							
		All firms meet requirements and provided great responses.							
Evaluator's Name: Shahad Mohammed, Assistant Director- Public Works		Evaluator's Signature: Elton D. Brock, Chief Procurement Officer							
Evaluator's Name: Matt Bryant, Director - Public Works		Evaluator's Signature:							
Evaluator's Name: Joel Daugherty, Utilities Superintendent		Evaluator's Signature:							



DRAINAGE MASTER PLAN AWARD UPDATE

JUNE 17, 2025

ELTON BROCK, CHIEF PROCUREMENT OFFICER

RICHARD ABERNETHY, ASSISTANT CITY MANAGER OF OPERATIONS

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

City of Duncannonville



1

PROCUREMENT PROCESS

- 01-07-2025 Resolution 2025 -390 awarding Indefinite-Delivery/Indefinite Quantity Master Professional Services Agreements for Architects and Engineering firms
 - **3.07.2025** – Identified need to use IDIQ Agreement for Drainage Master Plan Project
 - **3.17.2025** – Requests were communicated to the 28 awarded firms
 - **3.31.2025** – 12 Responses received
 - **4.04.2025** – Evaluation conducted
 - **4.16.2025** – Notice of Initial Award communicated to F&N
 - **5.07.2025** – Price Proposal received from F&N
 - **5.12.2025** – Contract amendment developed for F&N
 - **5.13.2025** – Staff report and Resolution entered in ICompass

PROJECT UPDATES

- **Award:**
 - June 2025
- **Selected Firm:**
 - Freese and Nichols 
- **Tasks:**
 - Drainage Master Plan and Stream Condition Assessment

DRAINAGE MASTER PLAN

- **Cost:**
 - \$214,000
- **Scope:**
 - Review and Integration of Existing Data
 - Watershed and Infrastructure Assessment
 - Identification of Needed Drainage Improvements
 - Project Prioritization & Phasing
 - Policy & Design Standards Review
 - Cost Estimation & Funding Strategies
 - Final Deliverables
- **Timeline:**
 - Project Begins: June 2025
 - Estimated Project Completion: March – May 2026

STREAM CONDITION ASSESSMENT

- **Cost:**
 - \$73,000
- **Scope:**
 - Document current stream conditions
 - Identify existing impacts to public infrastructure by erosion
 - Provide conceptual alternatives for discovered problem areas
- **Timeline:**
 - Project Begins: June 2025
 - Estimated Project Completion: December 2025



NEXT STEPS

- City Manager will execute the agreements
- Overall project will be completed by May 2026



Thank you
Any questions?



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 to consult with the City Attorney regarding policy and rules relating to public hearings and rezoning matters, specifically to seek legal advice from the City Attorney.

Vision Statement:

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

STAFF RESPONSIBLE:

Doug Finch, City Manager

BACKGROUND/HISTORY:

City Council shall convene into closed executive session pursuant to Section 551.071 to consult with the City Attorney regarding policy and rules relating to public hearings and rezoning matters, specifically to seek legal advice from the City Attorney.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, June 3, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, June 3, 2025, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Councilmember DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Mayor Pro Tem Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Greg Contreras
Councilmember Kyle Pennebaker

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

- 1. DISCUSS AGENDA ITEMS**
Mayor Contreras read the item into the record, and City Manager Finch reviewed each item.
- 2. CITY COUNCIL CALENDAR**
- 3. BRIEFINGS / PRESENTATIONS**
The Briefing Session was adjourned at 7:03 p.m.

In the interest of time, Mayor Contreras moved the Executive Session to after the regular session items.
 - A. *Briefing Presentation on the current City of Duncanville Alarm System Ordinance***
Presented by Police Chief Matt Stogner and Fire Chief Chris Connealy.
 - B. *The City Council will receive a briefing on the pavement condition data collection and inventory, discuss the information, and provide direction if necessary.***
Presented by Assistant Director of Public Works Shahad Mohammad.
 - C. *The City Council will receive a briefing on the grant applications, discuss the information, and provide direction if necessary.***
This item was moved to item 6B.

EXECUTIVE SESSION

The Executive Session was called into session at 9:04 p.m. and Mayor Contreras read the item into record.

The Council closed the Executive Session at 10:01 p.m.

- 1. *City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located north of Daniieldale Road, west of SH 67, east of Cedar Ridge Drive, and south of Camp Wisdom Rd; and to seek legal advice from City Attorney regarding such real property.***

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

The City Council convened into Regular Session in the Council Chambers at 7:10 p.m. with Mayor Contreras presiding.

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Pastor David Cartwright delivered the Invocation.

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

1. REPORTS

- A. Mayor's Report.**
Mayor Contreras expressed gratitude to staff for the Memorial Day celebration and the change in location due to the weather. He thanked the staff for honoring former soldier of the Korean War, Billy Charles Driver, at the Memorial Day Ceremony and the return of his remains to the area through Duncanville to the cemetery.
- B. Councilmembers' Reports**
Councilmember McBurnett acknowledged the passing of the mother of Chamber president Steve Martin and the loss of former Citizens on Patrol Chief Joe Tucker. He also reviewed upcoming events in the city. Mayor Pro Tem Koontz commented on the open house at Central Elementary, which will be undergoing renovation to be transitioned to a Fine Arts Academy. He also gave his condolences to Mr. Joe Tucker's family. Councilmember Pennebaker encouraged residents to get their animals chipped. Councilmember Gooden commended staff on the success of the Bloomfest event and the Fire Truck Pull. Shel also thanked the staff for honoring the Korean War soldier.
- C. City Manager's Report.**
City Manager Finch congratulated the Fire Department for besting the Police Department at the Fire Truck Pull. He also praised Assistant Fire Chief Greg Chase on his retirement after 32 years with the city.

2. PROCLAMATIONS AND PRESENTATIONS

- A. Presentation to formally introduce and administer the oath of office to the City of Duncanville's Assistant City Managers, Richard Abernethy, Assistant City Manager of Operations, and Mark Rauscher, Assistant City Manager of Community.**
The oath of office was administered to each by City Secretary Chiquita Taylor.
- B. Presentation of the Keep Duncanville Beautiful Summer 2025 Business Beautification Award Plaque and Proclamation to Scooter's Coffee located at 700 W. Camp Wisdom Rd.**
Read by Assistant Director of Parks and Recreation Tyler Agee and presented to Ted Stroud with Scooter's Coffee.
- C. Recognition of Keep Duncanville Beautiful Summer 2025 Curb Appeal Residential Properties.**
Presented by Tyler Agee.

3. CITIZENS' INPUT

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

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

To view the live meeting or previous meetings click on the link below.
<https://duncanvilletx.new.swagit.com/views/454/>
To submit a comment via email the following information is required:

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

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

Tammy Grebba
226 Moore St.
Accessibility of lights

Bailey Wynne
1102 Big Stone Gap Rd
Elections Code of Ethics

Cliff Boyd
1019 Quail Run
Dallas College

4. CONSENT AGENDA

- A. *Consider the Minutes for the May 6 and May 20, 2025 City Council Regular Meetings and May 13 and 19, 2025 Special Meetings.*
- B. *Consider a Resolution supporting the City of Duncanville's applications to the Texas Department of Transportation's 2025 Transportation Alternatives Set-Aside (TA) Call for Projects.*

RES 2025-480

- C. *Consider a Resolution awarding RFP 24-0020 On-Demand Citywide Plumbing Services to One Source Plumbing & Air and TD Industries, Inc., through the City's competitive proposals process for plumbing services for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed \$800,000.00 over the four years across both vendors, subject to City Council appropriation.*

RES 2025-481

- D. *Consider a Resolution awarding RFP 25-0012 to Elite Striping, LLC., for pavement marking services, through the City's competitive proposals process for a three-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed \$1,681,861.00 over the six years, subject to City Council appropriation.*

RES 2025-482

- E. *Consider a Resolution adopting the Fiscal Year 2024–2025 and Fiscal Year 2025–2026 Arts Funding Policy and Grant Guidelines as recommended by the Duncanville Arts Commission.*

RES 2025-488

- F. *Consider a Resolution authorizing Todo Verde to install fiber optic cable between Fire Station 1 and Parks & Recreation Building. The Interlocal Purchasing Systems (TIPS) contract in the estimated expenditure amount of \$43,195.70.*

RES 2025-484

- G. *Consider a resolution adopting the Rules of Procedure.*

RES 2025-490

- H. *Consider a resolution readopting policies approved by City Council. This include policies related to Fund Balance, Budget Development,*

Draft

Investment, Tik Tok Social Media, Complete Streets, Conservation Fund, and Cost of Living Adjustment.

RES 2025-489

Councilmember Jeremy Koontz made a motion to approve the consent agenda, Councilmember Don McBurnett 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. Election of Mayor Pro Tem for 2025-2026

Councilmember Pennebaker nominated Councilmember At-Large DeMonica Gooden. Mayor Pro Tem Koontz nominated Councilmember Karen Cherry-Brown.

Councilmember Gooden received 4 votes and Councilmember Cherry-Brown received 3 votes.

Councilmember Gooden has been elected Mayor Pro Tem.

C. Consider Resolution 2025-486 approving a Hotel Occupancy Tax Fund Grant for the FY25 budget in an amount not to exceed \$9,916.21 to the Duncanville Chamber of Commerce to enhance the chamber building, which serves as the City of Duncanville's Visitor Center, with a "Welcome to Duncanville" mural, in celebration of the Chamber's 70th Anniversary.

Presented by Economic Development Coordinator Marcela Perez. City Manager Finch explained the funding for this item. This is a request that requires a budget amendment to transfer funds to the visitor center account, as the current funds have been accounted for this year. Mayor Pro Tem Koontz suggested that the location of the mural be moved to the west side of the building for the view of people entering Duncanville.

RES 2025-486

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

D. Consider Resolution 2025-485 approving a Hotel Occupancy Tax Fund Grant for the FY25 budget in an amount not to exceed \$39,266.75 to the Duncanville Chamber of Commerce to enhance the chamber building which serves as the City of Duncanville's Visitor Center, in celebration of the Chamber's 70th Anniversary.

Presented by Marcela Perez. Councilmember Gooden asked about the funding for this item. Mr. Finch explained the funding of this item. Funds will need to be moved from unassigned funds to the visitor center funding to fund this item.

RES 2025-485

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 6 for, 1 against (Councilmember Jeremy Koontz).

E. Consider Resolution 2025-487 approving a Hotel Occupancy Tax Fund Grant for the FY25 budget, in an amount not to exceed \$939.99 to the Duncanville Chamber of Commerce, which serves as the City of Duncanville's Visitor Center, for the costs associated with replacing the Chamber's computer server.

RES 2025-487

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 6 for, 1 against (Councilmember Jeremy Koontz).

Draft

6. STAFF AND BOARD REPORTS

- A. ***City Council is to receive the Public Works Quarterly Report.***
Presented Public Works Director Matt Bryant and Shahad Mohammad.
- B. ***The City Council will receive a briefing on the grant applications, discuss the information, and provide direction if necessary.***
Presented by Shahad Mohammad and Matt Bryant.

Mayor Contreras recessed the Regular Session at 8:58 p.m. to convene into Executive Session.

Mayor Contreras reconvened the Regular Session at 10:01 p.m.

ADJOURNMENT

The meeting was adjourned at 10:02 p.m.

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Consider appointments to fill vacancies on Boards and Commissions including the Duncanville Community and Economic Development Corporation Board (DCEDC) and the Tax Increment Financing Reinvestment Zone Number One (TIF Board).

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:

The City Council held Special Meetings to interview each of the new applicants and the applicants requesting a new board. Once appointments have been approved by the City Council , the new terms for each will begin immediately.

POLICY EXPLANATION:

City Council will need to formally appoint citizens to the Zoning Board of Adjustment, City Planning & Zoning and Commission, Community Engagement Board, Duncanville Community Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, and TIF (Tax Increment Financing Reinvestment Zone Number One) to fill the vacancies created by terms expiring in August 2024 as well as resignations over the Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, and TIF (Tax Increment Financing Reinvestment Zone Number One) to fill the vacancies created by terms expiring in August 2025 as well as resignations over the past year.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2025-493 - Board and Commission Appointments - Pdf](#)

RESOLUTION NO. 2025-493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE APPOINTMENT OF THE BOARD AND COMMISSIONS WHICH ARE SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND MEMBERS SHALL SERVE UPON SUCCESSFUL QUALIFICATION AND AFTER TAKING THE OATH; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Duncanville, Texas has different Board and Commissions including Zoning Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, and Tax Increment Financing Reinvestment Zone Number One (TIF #1); and

WHEREAS, each year the Board and Commission members are given the opportunity to request reappointment to their current board and commission; and

WHEREAS, appointments to vacancies on the City's various Board and Commissions are made each year by the end of the month of August and to fill any vacancies due to resignation, and

WHEREAS, the City Council of the City of Duncanville, Texas finds it to be in the public interest to make appointments to fill said vacancies.

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

SECTION 1. The City Council hereby approves the appointment of the Board and Commission, which are set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and elected members shall serve upon successful qualification and taking the oath.

SECTION 2. The Resolution shall take effect immediately upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 17th day of June 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City Council B&C Vacancies (06-10-25)

DECDC
Appointments for 2-Year Terms 2025-2027
1. Derwin Broughton
Appointments for 1-Year Unexpired Term 2025-2026
1. Tammi Abney

TIF Board
Appointments for 2-Year Terms 2025-2027
1. Kenneth Govan
2. Athul Vallappilly
Appointments for 1-Year Unexpired Term 2025-2026
1. Michael Hoffmeyer



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Consider a Resolution of the City Council of the City of Duncanville, Texas, authorizing the adoption of the Federal Emergency Management Agency (FEMA) approved 2025 Dallas County Hazard Mitigation Plan Update.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Chris Connealy, Fire Chief

Lauren Sanchez, Regional Emergency Management Coordinator

BACKGROUND/HISTORY:

The Dallas County Office of Homeland Security and Emergency Management (HSEM) and 20 local jurisdictions, including the City of Duncanville, developed a Multi-jurisdictional Hazard Mitigation Action Plan in 2015 that was formally approved by the Duncanville City Council on January 19, 2016. This plan is important because the Disaster Mitigation Act of 2000 makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funding including the Hazard Mitigation Grant Program (HMGP). In addition, the Disaster Mitigation Act of 2000 requires that the plan be updated every five years after approval. Updates occurred in 2020 (formally approved by Duncanville City Council on May 29, 2020) and in 2025 (to be formally approved by Duncanville City Council). This 2025 plan update has been approved by the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA).

POLICY EXPLANATION:

FEMA has concluded the review of the Dallas County Multi-Jurisdiction Hazard Mitigation Plan and found the plan to be acceptable pending adoption. For the plan to receive final FEMA approval, each

jurisdiction participating in the plan must adopt the plan and submit the complete adoption to the State within ninety (90) days.

To view the Dallas County Hazard Mitigation Action Plan please click here:

<https://www.dropbox.com/scl/fi/7zh2xo3w03mbv1ou64hly/Dallas-County-Draft-HMP-Update-REDACTED-Public-Copy-05.15.2025.pdf?rlkey=p3fdaqcz8tr8458np19yipv2t&st=x42sg7pv&dl=0>

FUNDING SOURCE:

ORG and Object Number

Funding is not required for the adoption of this plan.

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

ACTION ALTERNATIVES:

1. Authorize adoption of the Federal Emergency Management Agency (FEMA) approved 2025 Dallas County Hazard Mitigation Plan Update.
2. Do not authorize adoption of the Federal Emergency Management Agency (FEMA) approved 2025 Dallas County Hazard Mitigation Plan Update.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2025-491 - Adoption of FEMA approved 2025 Dallas County Hazard Mitigation Plan - Pdf](#)

RESOLUTION NO. 2025-491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ADOPTION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) APPROVED 2025 DALLAS COUNTY HAZARD MITIGATION PLAN UPDATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS AND TAKE APPROPRIATE ACTION; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, natural hazards in the City of Duncanville area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Duncanville has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Dallas County Hazard Mitigation Plan Update outlines a mitigation vision, goals, and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the

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

SECTION 1. The Dallas County Hazard Mitigation Plan, 2025 Edition, is approved in its entirety and adopted by the City of Duncanville.

SECTION 2. The City of Duncanville will pursue a grant or other available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, implement the PLAN as amended herein.

SECTION 3. The City of Duncanville vests with the City Manager the responsibility, authority, and means to inform all parties of this action; assure that the

Hazard Mitigation Plan, as amended, and amended herein, will be reviewed at least annually; and that any needed adjustments, if any, be presented to the City Council for consideration.

SECTION 4. The City of Duncanville will take action, as may be reasonably necessary, to carry out the objectives of the Plan and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of June, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Consider a Resolution approving a five-year contract with Flock, Inc. for the purchase, maintenance, and monitoring of three (3) stationary Automated License Plate Recognition (ALPR) cameras and two (2) portable ALPR cameras, totaling \$80,000.00. This Resolution also authorizes amended-restated contract to add six cameras for a combined contract total not to exceed \$155,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Matthew Stogner, Chief of Police

BACKGROUND/HISTORY:

In October 2023, the city activated Automated License Plate Recognition (ALPR) cameras throughout the community. These cameras have significantly enhanced the Police Department's ability to identify and investigate vehicles associated with criminal activity. As a result, officers and detectives have successfully resolved several high-profile cases. In addition to our citywide ALPR system, the Police Department benefits from access to a broader network of ALPR cameras operated by other law enforcement agencies across Texas and the continental United States, further expanding our investigative capabilities.

To ensure cost efficiency, the City Council previously approved a five-year extension of the Flock Safety contract for FY2024 through Resolution #2023-110R. This extension secured a reduced annual rate of \$2,500 per device, with a contract not to exceed \$75,000.

Due to the success of the original cameras the department feels additional cameras in strategic locations will be beneficial. To streamline operations, the Police Department requested Flock Safety to consolidate the new equipment into the existing contract, allowing for a single contract and purchase order. However, the department did not seek City Council approval for this addition prior to finalizing the purchase.

The Police Department now respectfully requests that the City Council ratify this purchase and the associated contract. The five additional cameras carry an annual cost of \$3,200 each, totaling \$16,000 per year and \$80,000 over the five-year term. An additional one-time implementation fee of \$950 was incurred during the initial year. The initial year's costs were covered using Federal Asset Forfeiture funds in FY2025, with funding for the remaining years allocated from the Police Department's operating budget. The combined contract will begin in FY2026 which is detailed below in the tables.

Original Contract (Cameras)	Annual Cost	Year
6	\$15,000	FY2024
6	\$15,000	FY2025
6	\$15,000	FY2026
6	\$15,000	FY2027
6	\$15,000	FY2028
Contract Total	\$75,000	

New Contract (Cameras)	Annual Cost	Year
5	\$16,000	FY2025
5	\$16,000	FY2026
5	\$16,000	FY2027
5	\$16,000	FY2028
5	\$16,000	FY2029
Contract Total	\$80,000	

Combining the Contracts (Cameras)	Annual Cost	Year
11	\$31,000	FY2026
11	\$31,000	FY2027
11	\$31,000	FY2028
11	\$31,000	FY2029
11	\$31,000	FY2030
Contract Total	\$155,000	

POLICY EXPLANATION:

To summarize, this resolution is to approve the amended contract - Contract terms expenditure not to exceed \$155,000.00 (FY26 - \$31,000.00, FY27 - \$31,000.00, FY28 - \$31,000.00, etc.).

FUNDING SOURCE:

ORG and Object Number

01055000-700233 - \$155,000.00 (Police Administration – Software) - Beginning in FY 2026

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

ACTION ALTERNATIVES:

1. Approve.

2. Do not approve.
3. Other actions as directed by City Council.

ATTACHMENTS:

[Combining both contracts](#)

[Duncanville.RESO. Approving Amended and Restated Agreement with Flock Inc. 4904-7487-4187 v.1](#)

DocuSign Envelope ID: 1ECDAD7D-278F-4FA1-8C67-77683A05E338

Flock Safety + TX - Duncanville PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ashley Shambo
ashley.shambo@flocksafety.com
9723109832

flock safety

Docusign Envelope ID: 1ECDAD7D-278F-4FA1-8C67-77683A05E338



EXHIBIT A
ORDER FORM

Customer:	TX - Duncanville PD	Initial Term:	60 Months
Legal Entity Name:	TX - Duncanville PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	Po Box 380280 Duncanville, Texas 75116	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$31,000.00
Flock Safety Flock OS			
FlockOS TM - Essentials	Included	1	Included
FlockOS TM -	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	3	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	2	Included
Flock Safety LPR, fka Falcon	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$31,000.00
Annual Recurring Subtotal:	\$31,000.00
Estimated Tax:	\$0.00
Contract Total:	\$155,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Docusign Envelope ID: 1ECDAD7D-278F-4FA1-8C67-77683A05E338

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$31,000.00
Annual Recurring after Year 1	\$31,000.00
Contract Total	\$155,000.00

*Tax not included

DocuSign Envelope ID: 1ECDAD7D-278F-4FA1-8C67-77683A05E338

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
FlockOS™ -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

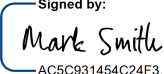
Docusign Envelope ID: 1ECDAD7D-278F-4FA1-8C67-77683A05E338

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Duncanville PD

By: 
Signed by: AC5C931454C24F3...
 Name: Mark Smith
 Title: General Counsel
 Date: 5/20/2025

By: _____
 Name: _____
 Title: _____
 Date: _____
 PO Number: _____

RESOLUTION NO. 2025-494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AMENDED AND RESTATED AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE AND FLOCK, INC FOR THE PURCHASE, MAINTENANCE, AND MONITORING OF STATIONARY AUTOMATED LICENSE PLATE RECOGNITION (ALPR) CAMERAS AND PORTABLE ALPR CAMERAS, TOTALING; AUTHORIZING THE AMENDED AND RESTATED AGREEMENT FOR A COMBINED TOTAL NOT TO EXCEED \$155,000.00; AUTHORIZING CITY MANAGER OR DESIGNEE TO EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville previously approved a five-year extension of the Flock Safety contract ("Agreement") with Flock, Inc for the FY2024 through Resolution #2023-110R which secured a contract not exceeding \$75,000.00 ; and

WHEREAS, the City of Duncanville desires to extend its existing Agreement with Flock, Inc., as well as ratify and extend the purchase, maintenance, and monitoring of stationary automated license plate recognition (ALPR) cameras, and portable ALPR cameras in an amount not to exceed \$155,000.00 ; and

WHEREAS, the City Manager or his designee is authorized to execute the necessary documents.

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

SECTION 1. That the City of Duncanville, Texas, hereby approves the amended and restated Agreement with Flock, Inc.; and, thereby ratify and extend the terms of the purchase, maintenance, and monitoring of stationary automated license plate recognition (ALPR) cameras, and portable ALPR cameras, total not to exceed \$155,000.00.

SECTION 2. That the City Manager or his designee is authorized to execute any necessary documents to comply with the approval of this Resolution.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of June 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Consider a resolution appointing City Council members to serve on the Audit Committee, as well as designating a chairperson for the committee.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:

The Audit Committee of the Duncanville City Council is chartered to assist the City Council in fulfilling its financial and compliance oversight responsibilities. It is to be the City Council's principal agent in ensuring the independence of the City's annual financial audit, the integrity of City management, and the adequacy of financial disclosures to the public. The Audit Committee serves as the focal point for communication between the City Council, the independent auditor, and City management.

The Audit Committee's primary duties and responsibilities are to:

1. Advise the City Council and management on the selection of the independent auditor;
2. Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal control system;
3. Review and appraise the audit efforts of the City's independent auditor.

POLICY EXPLANATION:

In accordance with Resolution No. 2015-111714, the Audit Committee shall be appointed at the first regular City Council meeting in June, and is comprised of three or more members as determined by the City Council. Three of the members shall be appointed by the City Council from among its own members. Additionally, two members may be appointed who are not members of the City Council or

the City staff in order to ensure that the committee has the needed understanding of governmental finance, accounting, and auditing.

During the past year, City Councilmembers serving on the Audit Committee were:

- Don McBurnett - Chairman of the Audit Committee and City Councilmember
- Karen Cherry-Brown - City Councilmember
- Greg Contreras - Mayor

During the past year, private citizens serving on the Audit Committee were:

- James Talley - CPA
- Jerry Frazier - CPA

The attached resolution for consideration (Resolution No.2025-492) has blank lines so that Council may discuss which members may wish to serve on the Audit Committee.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Appointment of Audit Committee members.

ATTACHMENTS:

[RES 2015-111714](#)

[Resolution No. - 2025-492 - Audit Committee Appointments - Pdf](#)

RESOLUTION NO. 2015-111714

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REPEALING RESOLUTION 2003-102109 IN ITS ENTIRETY AND ESTABLISHING A NEW CITY COUNCIL AUDIT COMMITTEE PROVIDING FOR A PURPOSE, MEMBERSHIP MEETING, DUTIES AND RESPONSIBILITIES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Audit Committee of the Duncanville City Council has hereto been established to assist the City Council in fulfilling its financial and compliance oversight responsibilities by Resolution 2003-102109; and

WHEREAS, the Audit Committee is to be the Duncanville City Council's principal agent in ensuring the independence of the City's financial audit, the integrity of City management, and the adequacy of the financial disclosures to the public; and

WHEREAS, the Duncanville City Council has developed the City of Duncanville City Council Audit Committee to continue outlining the purpose, membership, meetings, and responsibilities and duties of the Committee; and

WHEREAS, the Duncanville City Council desires to formally adopt a new and revised City of Duncanville City Council Audit Committee.

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

Section 1: The City Council of the City of Duncanville hereby repeals Resolution No. 2003-102109 in its entirety and replacing it with a new City Council Audit Committee Resolution to hereby read as follows:

A. Purpose

- (1) The Audit Committee of the Duncanville City Council is hereby established to assist the City Council in fulfilling its financial and compliance oversight responsibilities. It is to be the City Council's principal agent in ensuring the independence of the City's annual financial audit, the integrity of the City management, and the adequacy of financial disclosure to the public. The Audit Committee is to serve as the focal point for communication between the City Council, the independent auditor, and City management. The Audit committee's primary duties and responsibilities are to:

- Advise the City Council and management on the selection of the independent auditor.

- Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal controls system.
- Review and appraise the audit efforts of the City's independent auditor.
- Provide an open avenue of communication among the independent auditor, financial and senior management, and the Duncanville City Council.

B. Membership

- (1) The Audit Committee shall be appointed annually at the first City Council meeting each June. The Audit Committee shall be comprised of three or more members as determined by the City Council, each of whom shall be independent and free from any relationship that, in the opinion of the City Council, would interfere with the exercise of his or her independent judgement as a member of the Audit Committee. Three of the members shall be appointed by the City Council from among its own members. Additionally, two members may be appointed who are not members of the City Council or the City staff in order to insure that the committee has the needed understanding of governmental finance, accounting, and auditing. Each member shall be appointed for a term of one year and the chairman of the Audit Committee shall be designated by the City Council. The City Council may, at its pleasure, replace any member of the committee at any time.
- (2) All members of the Audit Committee shall have a working familiarity with basic finance and accounting practices, as well as the compliance environment in which the City operates. Audit Committee members are encouraged to enhance their familiarity with governmental finance, accounting, auditing, laws and regulations by participating in educational programs.

C. Meetings

- (1) The Audit Committee shall meet initially as soon as possible after its appointment each year, at least one additional time annually, and more frequently as circumstances require. As part of its job to foster open communication, the Audit Committee should meet at least annually with management and with the independent auditor in separate executive sessions to discuss any matters that the Audit Committee or each of these groups believe should be discussed privately.

D. Responsibilities and Duties

- (1) The Audit Committee is charged to review the City's financial reports and other financial information; the City's systems of internal controls and ethics policies that management and the City Council have established; and the City's auditing, accounting, financial and compliance reporting process. Consistent with this function, the Audit Committee should foster adherence to, and should encourage continuous improvement of the City's policies, procedures and practices.

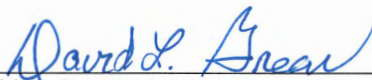
- (2) The Audit Committee shall, subject to review and approval of the entire City Council, determine its own rules of order and shall develop, adopt, review annually, and maintain as a primary resource, a manual of policies, procedures, and activities that it will follow in accomplishing its charter responsibilities and the discharge of its duties.

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 17th day of November, 2015.

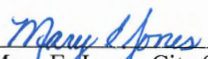
CITY OF DUNCANVILLE, TEXAS

APPROVED:



David L. Green, Mayor

ATTEST:



Mary E. Jones, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney

RESOLUTION NO. 2025-492

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CONFIRMING APPOINTMENT OF MEMBERS TO THE CITY COUNCIL AUDIT COMMITTEE FOR A ONE-YEAR TERM; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Audit Committee of the Duncanville City Council has hereto been established to assist the City Council in fulfilling its financial and compliance oversight responsibilities; and,

WHEREAS, the Audit Committee shall be appointed annually by the City Council; and,

WHEREAS, three of the members shall be appointed by the City Council from among its own members; and,

WHEREAS, two members may be appointed who are not members of the City Council or the City staff in order to insure that the committee has the needed understanding of governmental finance, accounting, and auditing; and,

WHEREAS, each member shall be appointed for a term of one year; and

WHEREAS, the chairman of the Audit Committee shall be designated by the City Council;

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

SECTION 1. The Duncanville City Council hereby appoints Councilmembers _____, _____, and _____ to the Audit Committee to serve a one-year term through June 2, 2026.

SECTION 2. The Duncanville City Council hereby reappoints Mr. James Talley, CPA and Jerry Frazier to the Audit Committee to serve a one-year term through June 2, 2026.

SECTION 3. The Duncanville City Council hereby appoints _____ as the Chair of the Audit Committee to serve a one-year term through June 2, 2026.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 17th day of June 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Council to consider a resolution appointing a director and alternate to the board of the North Central Texas Housing Finance Corporation.

Vision Statement:

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

STAFF RESPONSIBLE:

Richard Abernethy, Assistant City Manager - Operations

BACKGROUND/HISTORY:

The North Central Texas Housing Finance Corporation (NCTHFC) is an organization incorporated in 1981 as a nonprofit corporation and a public instrument of the Counties of Ellis, Hunt, Kaufman, Navarro and Rockwall, as well as the Cities of Cedar Hill, DeSoto, Duncanville, Lancaster, and Waxahachie. The NCTHFC is organized and exists under the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, for the public purpose of providing financing for the cost of residential ownership and development within the Counties that will provide decent, safe, and sanitary housing for persons of low and moderate income at prices they can afford. Section 2.01 of the bylaws of the NCTHFC states that "each Sponsoring Local Government Unit ("Unit") shall appoint a director and may appoint up to two alternate directors, all of whom shall reside within the Unit that appointed them." Directors and alternate directors are removable only by the Unit which appointed them, and each Unit is allowed to set the length of term for the directors and alternate directors, but no term shall be in excess of six (6) years.

POLICY EXPLANATION:

On September 5, 2023, Mr. Jeremy Koontz was appointed as a director and Councilmember Don McBurnett was appointed as alternate for a two-year term.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Council appoints a director to the North Central Texas Housing Finance Corporation board.
2. Council appoints alternate(s) to the North Central Texas Housing Finance Corporation board.
3. Council makes no appointments.
4. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2025-497 - Housing Finance Corporation - Pdf](#)

RESOLUTION NO. 2025-497

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPOINTING _____ AS A MEMBER OF THE NORTH CENTRAL TEXAS HOUSING FINANCE CORPORATION (NCTHFC) AND _____ AS THE ALTERNATE FOR A TERM OF TWO (2) YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Central Texas Housing Finance Corporation (NCTHFC) is an organization incorporated in 1981 as a nonprofit corporation and a public instrument of the Counties of Ellis, Hunt, Novarro and Rockwall Counties, and the Cities of Cedar Hill, DeSoto, Duncanville, Lancaster, and Waxahachie; and

WHEREAS, the NTHFC is organized and exists under the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, for the public purpose of providing financing for the cost of residential ownership and development within the Counties that will provide decent, safe, and sanitary housing for persons of low and moderate income prices they can afford; and

WHEREAS, as per Section 2.01 of the bylaws of the NCTHC, "each Sponsoring Local Government Unit ("Unit") shall appoint a director and may appoint up to two alternate directors, all of whom shall reside within the Unit that appointed them.; Directors and alternat directors are removable only by the Unit which appointed them, and each Unit is allowed to set the length of term for the directors and alternate directors, but no term shall be in excess of six (6) years; and

WHEREAS, the City Council desires to appoint _____ as a director and _____ as alternate of the NCTHFC to serve a term not to exceed two (2) years.

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

SECTION 1. The Duncanville City Council hereby confirms the appointment of _____ as a member of the North Central Texas Housing Finance Corporation (NCTHFC) and _____ as the alternate to serve a two (2) year term.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 17th day of June 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Consider an Ordinance amending the FY 2024-2025 budget by appropriating fund balance resources in the General Fund, Comprehensive and Liability Insurance Fund, and the One-Time Project Fund.

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 revenue projections and account for expenditures not projected in the FY 2025 adopted budget. The amendments can be summarized as follows:

001 - GENERAL FUND

Revenue amendments include:

- Sales Tax + \$286,223. The City has received 6 payments of sales tax to date. This has resulted in 5.6% change over the same time period last year. HDL Companies (analyzes sales tax and the economy) projects the increase for the year to be 2.7% over last year. If we only receive the same amount for the remainder of the year as we did last year, it would be a 2.7% increase over the budgeted projection +\$286,223.
- Permit Fees + \$92,025. Due to a few larger projects likely to occur in the summer of FY 25, permit fees collected are projected to be greater than the budget projection.
- EMS Collections + \$100,000. EMS Collections will exceed the budgeted projection.
- Court Fines/Warrant Collections -\$500,000. During FY 2025 budget development, it was the goal of staff to pursue options to begin collecting on outstanding warrants. However, the reality of accomplishing this in FY 2025 is not feasible. Therefore, the budget projection must be reduced in this category. It is still a goal of staff to pursue outstanding warrants and will continue to research solutions for the next fiscal year.

Expenditure Amendments include:

- Salary and benefits for Police and Fire are projected to be \$465,000 greater than the FY 2025 budget. This is due to 1) providing Police and Fire civil service a one-time lump sum merit payment to align with the general employees merit increase. This was not originally a part of the FY 2025 budget. Approximately \$100,000 with retirement and taxes. 2) The 5% pay increase effective June 1, as approved by Ordinance 2539 on May 20, 2025. Approximately \$325,000 with retirement and taxes.
- City-wide mowing for July - September months is approximately \$382,500. Resolution 2025-440 approved on March 18, 2025 covered three months only. Per the staff report it was intentionally requested for three months to allow for time to request a budget adjustment to complete the year. Pricing and frequency has increased to meet demand.
- Utilities for Gas, Electricity, and Water projected to be \$110,000 higher than budgeted. The FY 2025 budget did not forecast appropriately the retention of the old fire station and the splash pad. Additionally, billing rates had increased though the budget had not.
- Police Department scrubbed their FY 2025 budget and was able to offer \$213,161 from their non-personnel expenses to offset the 5% increase in pay. The offset came from a variety of categories such as training and supplies.

Total amendment to expenses is \$744,339. This results in a projected net decrease to fund balance of \$1,365,660. This net decrease includes a prior amendment, Ordinance 2532 approved November 2024, for one-time expenses and the City Hall/Police generator.

FY 25 Audited Beginning Fund Balance	\$ 22,504,253
Projected Net Decrease	(\$ 1,365,660)
FY 25 Projected Ending Balance	\$ 21,138,593

PER FUND BALANCE POLICY

Minimum 90 Day Balance	\$10,626,566
Maximum 150 Day Balance	\$17,710,943
Excess Balance Remaining	\$ 3,427,650

008 - COMPREHENSIVE AND LIABILITY INSURANCE

This fund is a quasi self-insured fund that covers the premiums for workers compensation and liability/property insurance for the City, as well as the deductible for claims. Premiums, which are paid in October, were higher than projected, and claims have been trending higher as well. Therefore the amendment request is to use fund balance resources of this fund to cover the difference in premiums as well as projected claims through the end of the year. Approximately \$117,781 in additional expenditures. Claims experience can fluctuate from year to year.

FY 25 Audited Beginning Fund Balance	\$ 553,369
Projected Net Decrease	(\$142,756)
FY 25 Projected Ending Balance	\$ 410,613

041 -ONE-TIME PROJECT FUND

The one-time project fund has been used to track one-time projects covered by transfers from the General Fund, when available. This fund has a beginning balance of \$923,144 from remaining funds not needed from previous projects. The amendment request is to use the remaining resources for the following:

- \$38,000 - the estimate to replace the LED sign that is currently not working at the corner of Main/Wheatland Road.
- \$43,196 - for the Fiber Install at Fire Station 1, as approved by Resolution 2025-484. This expense was approved using IT operational funds but the desire is to use one-time funds instead.
- \$35,000 - earmarking these funds pending the approval of a TxDOT Green Ribbon grant for beautification of I-20 in FY 2026. The City has received the notification of the award and will come before Council once all of the information is received and documentation gathered. The City will be required to cover the cost of design work.
- \$15,000 - Clear Point Strategies software that will be used to help enhance our performance tracking, project management and an overall transport dashboard for the Council and general public.

FY 25 Audited Beginning Fund Balance	\$ 923,144
Projected Decrease	(\$348,824)
FY 25 Projected Ending Balance	\$ 574,320

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

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

ACTION ALTERNATIVES:

1. Approve the FY 2024-2025 Budget Amendment as presented.
2. Do not approve the FY 2024-2025 Budget Amendment
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2540 - FY 2025 Budget Amendments - General, Liability Insurance, and One-Time Project Funds - Pdf](#)

ORDINANCE NO. 2540

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FY 2024-2025 BUDGET BY APPROPRIATING FUND BALANCE RESOURCES AND AMENDING EXPENDITURES; 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 2024-2025 Budget by Ordinance 2523 on September 17, 2024; 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 requested amendments are for funds, as referenced in "Exhibit A"; 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 2024-2025.

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 2024-2025 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 17th day of June, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

**001 - GENERAL FUND
SUMMARY**
FY 2024-25 BUDGET AMENDMENTS - 06.17.2025

REVENUES	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
50 - PROPERTY TAXES	22,374,319	22,939,008		22,939,008
51 - SALES & OTHER TAXES	4,086,988	9,951,222	286,223	10,237,445
52 - PERMITS & LICENSES	553,687	671,500	92,025	763,525
53 - FINES & FEES	174,432	813,600	(500,000)	313,600
54 - INTERGOV REVENUES	119,538	350,810		350,810
55 - INTEREST	1,201,944	1,500,000		1,500,000
56 - FRANCHISE FEE REV	689,705	1,785,000		1,785,000
57 - CHARGES FOR SERVICES	1,008,171	1,214,000	100,000	1,314,000
58 - TRANSFER FROM FUNDS	1,864,447	2,802,670		2,802,670
59 - OTHER SOURCES	235,281	469,250		469,250
TOTAL REVENUES	\$32,308,512	\$42,497,060	(21,752)	\$42,475,308

EXPENSES	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
60 - SALARY AND BENEFITS	17,923,392	27,266,813	465,000	27,731,813
72 - SUPPLIES & MATERIALS	1,528,009	2,860,414	(82,412)	2,778,002
73 - CONTRACT & PROF SVCS	3,919,020	8,319,123	(42,659)	8,276,464
74 - MAINT & REPAIR SVCS	851,746	1,447,712	356,210	1,803,922
75 - UTILITIES	749,436	1,016,433	110,000	1,126,433
76 - CAPITAL OUTLAY	437,131	582,122		582,122
78 - TRANSFER TO FUNDS	674,736	1,053,312		1,053,312
79 - OTHER FINANCING USES	233,547	550,699	(61,800)	488,899
TOTAL EXPENDITURES	\$26,317,016	\$43,096,629	\$744,339	\$43,840,968

NET REVENUE OVER / (UNDER) EXPENDITURES	\$5,991,496	(\$599,569)	(\$766,091)	(\$1,365,660)
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BEGINNING FUND BALANCE	\$22,504,253	\$22,504,253
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ENDING FUND BALANCE PROJECTED	\$21,904,684	\$21,138,593
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Targeted Reserve - 90 Days (25%)

Maximum Reserve - 150 Days (41%) \$17,710,943Excess Amount Over Maximum \$3,427,650**AMENDMENTS REQUESTED**

	FY 2025 - Remaining Amount
1. Salary/Benefits to include approved 5% for PD/FD. Also assumes 1x merit lump sum for PD/FD not originally budgeted, and estimate of overtime	\$465,000
2. Estimate need for July - September - Mowing	\$382,500
3. Utilities - Electric, Gas, Water	\$110,000
4. PD reduction to offset 5% increase	-\$213,161
Total	\$744,339

EXHIBIT A

**008 - COMPREHENSIVE SELF INSURANCE
SUMMARY**

FY 2024-25 BUDGET AMENDMENTS - 06.17.2025

	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue				
514107 - GENERAL FUND CONTRIBUTIONS	308,241	459,405		\$459,405
514108 - UTILITY FUND CONTRIBUTIONS	51,395	77,093		77,093
514109 - HOTEL TAX FUND CONTRIBUTIONS	0	0		0
514110 - EDC FUND CONTRIBUTIONS	531	1,282		1,282
514111 - SANITATION FUND CONTRIBUTIONS	2,437	3,655		3,655
514112 - DRAINAGE FUND CONTRIBUTIONS	0	0		0
514113 - FIELDHOUSE FUND CONTRIBUTIONS	12,393	18,590		18,590
Revenue Total	374,997	560,025	0	560,025
Expense				
700446 - INSURANCE PREMIUMS TML	493,781	487,540	\$10,241	\$497,781
700455 - WORKERS COMPENSATION CLAIMS	87,553	75,000	\$50,000	\$125,000
700456 - LIABILITY CLAIMS	63,396	22,460	\$57,540	\$80,000
Expense Total	644,730	585,000	\$117,781	\$702,781
REVENUES OVER (UNDER) EXPENSES	(\$269,733)	(\$24,975)	(\$117,781)	(\$142,756)
BEGINNING FUND BALANCE		\$553,369		\$553,369
ENDING FUND BALANCE PROJECTED		\$528,394		\$410,613

EXHIBIT A

**041 - ONE-TIME PROJECTS
SUMMARY
FY 2024-25 BUDGET AMENDMENTS - 06.17.2025**

	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue				
58 - TRANSFER FROM FUNDS	0	0		
Revenue Total	\$0	\$0		
Expense				
72 - SUPPLIES & MATERIALS	16,986	16,186		16,186
73 - CONTRACT & PROF SVCS	148,009	181,814	131,196	313,010
74 - MAINT & REPAIR SVCS	0	0		
76 - CAPITAL OUTLAY	61,157	52,000		52,000
78 - TRANSFER TO FUNDS	0	0		
Expense Total	226,152	250,000	\$131,196	\$348,824
REVENUES OVER (UNDER) EXPENSES	(\$226,152)	(\$250,000)	(\$131,196)	(\$348,824)
BEGINNING FUND BALANCE		\$923,144		\$923,144
ENDING FUND BALANCE PROJECTED		\$673,144		\$574,320

AMENDMENT REQUEST

1. LED Sign - Main/Wheatland Replacement	\$38,000
2. Fiber cable install at Fire Station 1 - Resolution 2025-484 approved with IT operational funds - use 1x funds instead	\$43,196
3. Design for I-20 Beautifcation Grant	\$35,000
4. Clearpoint Strategies Software - City Administration	\$15,000
	\$ 131,196



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Summary and overview of the 2025 BloomFest event, held on Friday, May 23, 2025, at Armstrong Park.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Devon Handley-Special Events Planner

BACKGROUND/HISTORY:

BloomFest is a new annual spring celebration hosted by the City of Duncanville, designed to bring the community together through vibrant floral displays, live entertainment, and support for local small businesses. The 2025 BloomFest was held on **Friday, May 23, 2025**, at **Armstrong Park**, attracting residents and visitors from across the region for an evening of music, shopping, food, and family fun.

The event featured over **50 market vendors**, multiple **live music performances**, a **dedicated community art project hosted by the Duncanville Arts Commission**, the **splash pad**, and a curated floral installation provided by **Cox Farms Nursery**, whose plants were also available for purchase at the event. Additionally, exclusive BloomFest merchandise was available at the Duncanville Economic Development Corporation (DCEDC) booth, contributing to community engagement and visibility for city initiatives.

The marketing plan for this event included social media, local outreach, and strategic community partnerships to drive attendance and support vendor participation. By leveraging a licensed software tool that provides location intelligence along with foot traffic and consumer insights, staff was able to confirm that approximately **2,700 people** attended the Inaugural BloomFest event on May 23, 2025.

BloomFest will continue to serve as a strong community-building event that supports the City's goals of creating inclusive, family-friendly experiences while enhancing and showcasing Duncanville's quality of life as a vibrant, welcoming destination.

POLICY EXPLANATION:

The purpose is to inform the City Council of the event's overall performance, community impact, attendance estimates, partnerships, and promotional outcomes. Additionally, this item allows for discussion of observations and community and vendor feedback to help inform planning efforts for BloomFest 2026.

FUNDING SOURCE:

ORG and Object Number

n/a

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

n/a



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Overview and planning update for the City of Duncanville's annual 4th of July Celebration scheduled for Friday, July 4, 2025, at Armstrong Park.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Devon Handley-Special Events Planner

BACKGROUND/HISTORY:

The City of Duncanville's **4th of July Celebration** is a long-standing community tradition that brings together thousands of residents and visitors for a full day of patriotic festivities. Scheduled for **Friday, July 4, 2025**, the event will take place at **Armstrong Park** featuring a community parade in the morning hosted by the Lion's Club and a large-scale evening celebration.

The evening portion of the event will include:

- **Live music and entertainment**
- **Market and food vendors**
- **Kids' activities and family fun zones**
- **A professionally produced fireworks finale**

To ensure a safe and organized experience, the event will once again utilize a **free wristband registration system**, with pre-registration open to all attendees. Wristbands will be available for pick-up starting the week of **June 16** until the event begins or wristbands run out.

Public Safety Plan: The coordinated planning for this event includes Police, Fire/EMS, Parks & Recreation, Public Works and the City's communications staff. While the planning and logistics are ongoing, the focus is on public safety, community engagement, and economic benefit to local

businesses. Vendor applications and wristband registration are currently open, and city staff is actively promoting the event across social media and partner channels. An event site map and parade route will be included as part of the formal presentation. An outline of weather and emergency preparedness will also be provided.

The 4th of July Celebration continues to be one of Duncanville's most attended and anticipated events, providing a platform for community pride and visitor engagement.

POLICY EXPLANATION:

The event will include a community parade hosted by the Lion's Club, live entertainment, food trucks, a vendor market, family activities, and a professional fireworks show.

The purpose of this report is to inform City Council of event details, current planning progress, vendor recruitment, wristband registration procedures, and public outreach efforts. The event is funded as part of the the FY25 Duncanville Community and Economic Development Corporations (DCEDC) Annual Budget. Staff will also make this presentation to the DCEDC Board at the next regularly scheduled meeting on June 23, 2025.

FUNDING SOURCE:

ORG and Object Number

Previously Funded

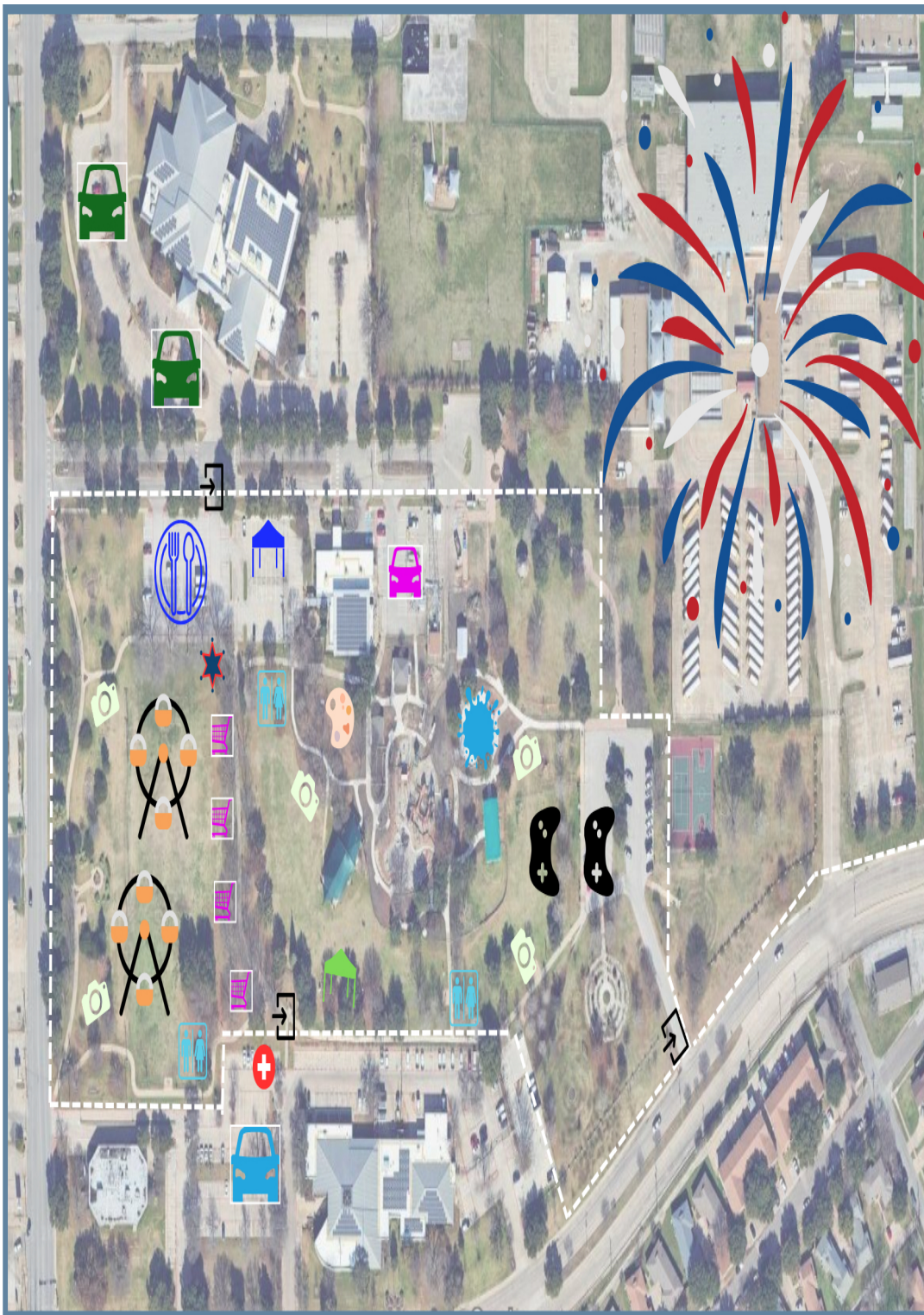
<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

n/a

ATTACHMENTS:

[4th of July Map.zip - 2](#)





STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Receive the Duncanville Community and Economic Development Corporation (DCEDC) Annual Report

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
 - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:

Victor Barrera, Director of Economic Development

BACKGROUND/HISTORY:

Receive the Duncanville Community and Economic Development Corporation (DCEDC) Annual Report.

Topics to be presented include the following:

1. Bylaws Update
2. Procurement Policy Update
3. Economic Incentive Update
4. Grant Restructure Update
5. Strategic Plan Update
6. Training Update

PROPOSED ITEMS UNDER CONSIDERATION BY DCEDC FOR FY2026:

VISION STATEMENT

To be a catalyst for economic vitality in Duncanville by fostering an inclusive, innovative, and resilient economy that enhances the quality of life for all residents.

MISSION STATEMENT

To attract, retain, and grow businesses; support redevelopment; and strategically invest in people, places, and partnerships that strengthen the local economy.

STRATEGIC PLAN GOALS (2026)

Goal 1: Strengthen Business Retention, Expansion & Attraction

Goal 2: Advance Redevelopment

Goal 3: Empower Small Businesses & Entrepreneurs

Goal 4: Enhance Cultural, Tourism, and Sports-Based Development

Goal 5: Promote Workforce & Talent Development

Goal 6: Foster Transparency, Accountability & Strategic Alignment

POLICY EXPLANATION:

Receive the Duncanville Community and Economic Development Corporation (DCEDC) Annual Report

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

N/A



STAFF REPORT

MEETING: City Council - 17 Jun 2025

TITLE:

Receive the Economic Development Department Quarterly Report

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
 - ◻ **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:

Victor Barrera, Director of Economic Development

BACKGROUND/HISTORY:

Receive the Economic Development Department Quarterly Report. Topics to be presented included the following:

1. Development Interest
2. Project Updates
3. Conference Attendance
4. Business Visits
5. Upcoming Public Hearings
6. Status of FY 2025 Goals

POLICY EXPLANATION:

Receive the Economic Development Department Quarterly Report

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[FY 2025 BUDGET GOALS](#)

FY 2025 BUDGET GOALS

GOALS IN FY 2024-25

- Adoption of Updated Comprehensive Plan.
- Continue to support development and redevelopment of local businesses.
- Support initiatives with the Arts Commission and Special Event planning.
- Develop an Economic Development Strategic Plan.
- Revamp of Economic Development webpage.
- Creation of Business Directory.

GOALS IN FY 2024-25

- Continue to pursue and plan multi-day events within the City and turn events such as July 4th and Christmas to signature, destination events.
- Revamp Grant Application process.
- Create a robust marketing campaign to advertise available grant opportunities.
- Install wayfinding signs throughout the community.