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

AMENDED

Tuesday, August 19, 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, August 19, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, August 19, 2025
- First Name, Last Name, and Address

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WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Briefing on key changes presented by the adoption of the 2021 Building and Fire Codes and the 2023 Electrical Code, along with associated changes to City Ordinances and the Fee Schedule for Planning and Building. 6 - 94

Briefing for Updates to Building and Fire Codes and Associated Ordinances
PowerPoint Template - 2021 Code Update

EXECUTIVE SESSION

1. City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Danieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property. 95

   Executive Session

2. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. 96 - 97

   Executive Session

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

CALL TO ORDER
INVOCATION - Reverend Rachel McConnell with First Presbyterian Church Duncanville
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

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 July 15, 2025, City Council Regular Meeting. City Council - 15 Jul 2025 - Minutes	98 - 128
B.	Consider a Resolution adopting the City Council Rules of Procedures in accordance with the Duncanville Home Rule Charter and the Code of Ordinances; Providing for the repeal and replace of any and all prior Rules of Procedure. Rules of Procedure	129 - 154
C.	Consider a Resolution to accept or reject the thirteenth amended joint Chapter 11 Plan or reorganization of Purdue Pharma, LP and its affiliated debtors and authorizing the submission of an e-ballot. Purdue Pharma Settlement	155 - 173
D.	Consider a Resolution approving the increase in purchase order 2225013 - Fieldhouse HVAC. Fieldhouse HVAC Purchase Order Increase	174 - 184
E.	Consider a Resolution awarding RFP 24-0021 for a 3 year term contract for mowing, abatement, and landscaping services to Good Earth Corporation and Urban Landscape and Irrigation, with a total	185 - 265

amount $1,386,304.92 over 3-year term with a $69,315.24 contingency not to exceed $1,455,620.16

Resolution Awarding RFP 24-0021 – Mowing, Abatement & Landscaping Services Part 2

F. Consider a Resolution authorizing an Interlocal Agreement between the cities of DeSoto, Cedar Hill, Lancaster, and Duncanville for the purpose of hiring a regional Emergency Medical Services (EMS) Training Officer. 266 - 274

ILA for Regional EMS Training Officer

G. Consider a Resolution authorizing the utilization of a Cooperative Contract for the acquisition of rifle-resistant body armor from Angel Armor for the contractually discounted price through the BuyBoard Cooperative Contract #698-23 in an amount not to exceed $48,000.00 “annually” in both FY 2025 and FY 2026, in accordance with the statutory provisions of Texas Local Government Code 271 and as allowed by the procurement policy of the City of Duncanville. 275 - 384

Angel Armor

H. Consider an Ordinance amending the Code of Ordinances by amending Chapter 20, "Water, Sewer and Sewage Disposal," Article VI, "Drought Contingency and Water Conservation Plan," Subchapter A, "Drought Contingency Plan," Section 20-92 "Public Involvement," by repealing it in its entirety; amending Chapter 20, "Water, Sewer and Sewage Disposal," Article, VI, "Drought Contingency and Water Conservation Plan," Subchapter B, "Water Conservation Plan," by repealing it in its entirety and replacing it with a new Chapter 20, "Water, Sewer and Sewage Disposal," Article VI, "Drought Contingency and Water Conservation Plan," Subchapter B, Section 20-100 "Water Conservation Plan." 385 - 417

Drought Contingency and Water Conservation Plan

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Consider an Ordinance amending the FY 2024-2025 budget by appropriating expenditures for the Arts Fund covered by revenue received. 418 - 422

FY 2025 Budget Amendment - Arts Fund

C. Consider a resolution approving funding awards for the Fiscal Year 2024-2025 City of Duncanville Arts Grant Program as recommended by the Duncanville Arts Commission. 423 - 500

Resolution – FY 2024-2025 Arts Grant Funding Awards

D. Consider Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed $170,000, subject to the appropriation of funding by City Council. 501 - 511

Olsson

E. Consider Resolution 2025-516 approving the revisions to the Duncanville Community and Economic Development Corporation 512 - 537

(DCEDC) Policy Statement and Guidelines for Economic Development Incentives

DCEDC Policy Revisions

F. Consider Resolution 2025-517 approving the new Duncanville Community and Economic Development Corporation Policy Statement and Guidelines for community sponsorships. 538 - 551

DCEDC Sponsorship Policy and Guidelines

6. STAFF AND BOARD REPORTS

A. Parks and Recreation Quarterly Report 552 - 567

Parks and Recreation Quarterly Report Aug 2025

B. Quarterly Report Duncanville Fieldhouse 568 - 584

Quarterly Report Duncanville Fieldhouse

C. Receive the Library Quarterly Report. 585

Library 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, August 14, 2025, by 6:00 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 - 19 Aug 2025

TITLE:
Briefing on key changes presented by the adoption of the 2021 Building and Fire Codes and the 2023 Electrical Code, along with associated changes to City Ordinances and the Fee Schedule for Planning and Building.

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:
Joshua McConnell, Building Official
David Carpenter, Fire Marshal

BACKGROUND/HISTORY:
The City of Duncanville has long maintained a strong commitment to public safety, efficient governance, and responsive service delivery through the enforcement of nationally recognized construction, fire safety, and health standards. Periodic updates to our adopted codes and process improvements are necessary to remain aligned with evolving state requirements, industry practices, and community expectations.

1. Building and Fire Code Updates
The currently adopted construction and fire codes date back to the 2015 edition of the International Code Council (ICC) suite. While these codes have served the City well, best practices and life safety technologies have significantly advanced in the intervening years.

The ICC releases new editions of its model codes on a three-year cycle, incorporating lessons learned from field experience, structural failures, fire incidents, energy innovations, and accessibility improvements. Adopting the 2021 edition of the International Building Code (IBC), International Residential Code (IRC), International Fire Code (IFC), and associated codes will:

Improve construction resiliency and safety for residents and businesses.

Align with regional and state standards, including DFW-area municipalities and Texas Department of Insurance benchmarks.

Provide greater clarity and predictability for designers, contractors, and property owners.

Support modernized enforcement tools and digital plan review processes.

2. Residential Rental Program Modernization
The City's residential rental inspection program plays a vital role in maintaining quality of life, health, and property values. However, the current framework can be improved to reduce administrative burden and increase compliance rates. Staff is recommending a streamlined registration and inspection workflow that includes:

Consolidated online registration and renewal process.

Clear timelines and expectations for inspections and reinspections.

Revised inspection forms focused on life safety and code minimums.

Improved data tracking and communication with landlords and tenants.

These changes are intended to improve turnaround times, reduce tenant disruption, and focus enforcement on the highest-risk properties.

3. Health Permit and Grease Trap Plan Review Reform
The City currently issues health permits and reviews commercial kitchen grease trap designs however, in many cases, these applications duplicate information already submitted through building permitting channels or to state health authorities. To better support our food service industry and protect public infrastructure, staff recommends:

Integrating health permit and grease trap reviews into the building permit and FOG program review processes.

Establishing clear submittal requirements and review checklists for grease interceptor designs.

Standardizing local health review, permit, and fee requirements with new State laws from the 89th Congress.

Providing early-stage guidance to small business owners through an updated "Food Establishment Guide" and online permitting information.

These efforts will improve processing times, reduce redundant submittals, and ensure proper sizing and placement of grease abatement systems, reducing sewer blockages and public works costs without requiring expensive one-size-fits-all oversized construction.

POLICY EXPLANATION:
Each of these initiatives represents a coordinated effort by City staff to improve safety, streamline operations, and promote quality development across Duncanville. These updates reflect best

practices from peer cities and are supported by industry stakeholders. Adoption of these reforms will ensure Duncanville remains competitive, efficient, and responsive to growth while protecting the public health, safety, and welfare of its residents.

Staff recommends the City Council authorize the formal adoption of the updated codes and approve policy and fee amendments necessary to implement the proposed streamlining initiatives.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. To prepare the ordinances and fee resolution for formal consideration and possible adoption.

ATTACHMENTS:
Master Fees - Planning and Inspections FY2026 - Highlight changes - FINAL
Building and Fire Duncanville Ordinance and Code Updates REDLINE

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/2025
	Planning & Neighborhood Services		
	ZONING & RELATED FEES		
1	Preliminary plat	Per plat.	$ 250.00
2	Final plat - residential	Plus $5.00 per lot.	$ 500.00
3	Final plat - apartment	Plus $10.00 per unit.	$ 500.00
4	Final plat - other	Plus $50.00 per acre.	$ 500.00
5	Replat	Per plat.	$ 500.00
6	Planned Development Site Plan - Minor		$ 100.00
7	Planned Development Site Plan - Major		$ 250.00
8	Zoning change - planned development	Per development.	$ 1,050.00
9	Zoning change - single residential lot		$ 500.00
10	Zoning change - all other including SUP)		$ 1,050.00
11	Comprehensive Plan	Per book	$ 50.00
12	Maps (black/white copy)	Per sheet.	$ 5.00
13	Street signs (2 signs, 1 pole)	Per assembly; installed.	$ 75.00
14	Blue fire buttons	Each.	$ 10.00
15	Zoning Verification Letter	Each.	$ 50.00
16	Right-of-Way Abandonment	Each application	$ 250.00
17	Specific Use Permit Application (SUP) for Short-Term Rental	Per unit.	$ 125.00
	SHORT TERM RENTALS AND HOUSING		
18	Short-Term Rental Annual Registration Fee	Per unit. Assessed annually, includes inspection	$ 350.00
19	STR Re-inspection fee	Per inspection after the first re-inspection	$ 150.00
20	STR renewal after expiry	Per occurrence	$ 100.00
21	Temporary Workforce Housing (TWH) – Annual Registration fee	Per unit. Assessed annually, includes inspection	$ 350.00
22	TWH re-inspection fee	Per inspection after the first re-inspection	$ 150.00
23	TWH renewal after expiry, late fee	Per occurrence	$ 100.00
24	TWH occupied while expired, penalty	Per occurrence	$ 100.00
	CERTIFICATES OF OCCUPANCY		
25	New or Existing building	For each new occupant or change in occupancy or ownership.	$ 200.00
26	Clean & Show Permit	Conditional for 90 days	$ 100.00
27	Utility Service Release	when an inspection is required to connect utility service	$ 100.00
28	Replacement, change of name same owner	Certificate replacement	$ 50.00
	RESIDENTIAL PLAN REVIEW	**Required on-NEW CONSTRUCTION, ADDITIONS, ADU, REMODEL**	
		Plan Review Fee is due at time of Application	
29	Single Family / Duplex / ADU	Per building	$ 300.00
30	Townhomes built per IRC	Per unit	$ 150.00
31	Additions	Per project	$ 150.00
	RESIDENTIAL BUILDING PERMITS	**RESIDENTIAL NEW CONSTRUCTION, ADDITIONS and ADU's**	
32	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated permit fee	See Comments
33	Re-Issue Expired Permit	Half the cost of a new permit	See Comments
	Total Square Feet	Permit Fee includes all trades and required inspections	
34	1 - 1000		$ 1,800.00
35	1,001 – 2,000		$ 3,000.00
36	2,001 – 3,000		$ 4,000.00
37	3,001 – 4,500		$ 4,900.00
38	4,501 – 6,000		$ 5,700.00
39	6,001 or more	per square foot	$ 1.00

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/2025
	BUILDING PERMITS	**RESIDENTIAL REMODEL, no additional sq.ft.**	
40	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated permit fee	See Comments
41	Re-Issue Expired Permit	Half the cost of a new permit	See Comments
	Total Square Feet	Permit Fee includes all trades and required inspections	
42	1-1,500		$ 875.00
43	1,501-2,500		$ 1,375.00
44	2,501-4,500		$ 1,575.00
45	4,501-6,000		$ 1,775.00
46	6,001 or more	per square foot	$ 0.33
	PLAN REVIEW	**COMMERICIAL – NEW CONSTRUCTION, ADDITIONS, & REMODELS**	
47	**Plan Review**	**Commercial Plan Review fees are due at time of application,** Fee is equal to 50% of Building Permit Fee and is in addition to the permit fee	See Comments
	BUILDING PERMITS	**COMMERCIAL - NEW CONSTRUCTION & ADDITIONS**	
48	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated permit fee	See Comments
49	Re-Issue Expired Permit	Half the cost of a new permit	See Comments
	Total Square Feet	Permit Fee includes all trades and required inspections	
50	1-1,500	per square foot, Minimum $1,600	$ 4.00
51	1,501-2,500	per square foot	$ 3.60
52	2,501-3,500	per square foot	$ 3.25
53	3,501-4,500	per square foot	$ 2.95
54	4,501-5,500	per square foot	$ 2.70
55	5,501-6,500	per square foot	$ 2.50
56	6,501-8,500	per square foot	$ 2.35
57	8,501-12,000	per square foot	$ 2.20
58	12,001-18,000	per square foot	$ 2.05
59	18,001-26,000	per square foot	$ 1.90
60	26,001-35,000	per square foot	$ 1.75
61	35,001-50,000	per square foot	$ 1.60
62	50,001-75,000	per square foot	$ 1.45
63	75,001-125,000	per square foot	$ 1.30
64	125,001-250,000	per square foot	$ 1.15
65	250,001-500,000	per square foot	$ 1.00
66	500,001and up	per square foot	$ 0.85
	BUILDING PERMITS	**COMMERCIAL - REMODEL**	
67	Work Done Without Permit	Work performed without permit when a pemit is required- double the calculated permit fee	See Comments
68	Re-Issue Expired Permit	Half the cost of a new permit	See Comments
	Total Square Feet	Permit Fee includes all trades and required inspections	
69	1-5,000	per square foot, Minimum $1,200	$ 2.00
70	5,001-15,000	per square foot	$ 1.75
71	15,001-30,000	per square foot	$ 1.50
72	10,001-20,000	per square foot	$ 1.25
73	20,001-40,000	per square foot	$ 1.00
74	40,001-65,000	per square foot	$ 0.75
75	65,001 or more	per square foot	$ 0.50

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/2025
	INSPECTIONS / PLAN REVIEW		
76	Commercial Pool/Spa Inspection Fee	Inspected up to 4 times per year, per inspection	$ 100.00
77	Reinspection after 1st re-inspection	Per inspection after first re-inspection for same uncorrected items	$ 150.00
78	Travel Charge - Building outside City Limits	Per mile of distance from City Limit	$ 1.40
79	Inspections for which no fee is specifically indicated	Per inspection	$ 100.00
80	Additional plan review	required by substantial changes, additions, or revisions to plans	$ 125.00
81	Use of outside consultants for plan checking and inspections or both	To include administrative and overhead costs.	Actual Cost
	CONTRACTOR REGISTRATION		
82	General Contractor Registration – roof, fence, concrete, sign, landscape irrigation installer, solar	Projects over $50k require $1,000,000.00 liability insurance	$ 150.00
	ELECTRICAL PERMITS	Unrelated to new construction or remodeling.	
83	Electrical work done with no permit	Work performed without permit when a permit is required - double the calculated permit fee	
84	Electrical repair / alteration	Includes 1 inspection, plus $100 per additional required inspection	$ 125.00
85	Service Upgrade or Meter change		$ 125.00
	PLUMBING PERMITS	Unrelated to new construction or remodeling.	
86	Plumbing work done with no permit	Work performed without permit when a permit is required - double the calculated project fee	
87	Plumbing repair / alteration	Includes 1 inspection, plus $100 per additional required inspection	$ 125.00
88	Underground Sewer, Gas, Water		$ 125.00
89	Water heater installation		$ 125.00
90	Water treatment system installation		$ 125.00
91	Backflow device inspection		$ 125.00
92	New Landscape Irrigation and Backflow		$ 175.00
93	Gas Test & minor repair		$ 125.00
	MECHANICAL PERMITS	Unrelated to new construction or remodeling.	
94	HVAC Done Without Permit	Double the calculated project fee	See Comments
95	Residential Mechanical – Repair or alter	Includes 1 inspection, plus $100 per additional required inspection	$ 125.00
96	New HVAC split system/heat pump/mini-split	per system	$ 125.00
97	RTU / Package Unit - Repair or Alteration	per system	$ 150.00
98	New RTU / Package Unit	per system	$ 250.00
99	Walk-In Cooler Installation	per system	$ 175.00
	SMALL CELL AND NETWORK NODES		
100	Small Cell/Network node application fee	1-5 network nodes	$ 500.00
101	Small Cell/Network node application fee	Additional network nodes beyond 5, each	$ 250.00
102	Small Cell/Network node application fee	Each pole to be erected	$ 1,000.00
103	Small Cell/Network node annual user fee	Each network node	$ 250.00
104	Transport Facility monthly user fee	Each network node in right-of-way providing backhaul	$ 28.00
105	Collocation on city poles annual user fee	Each pole	$ 20.00

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/2025
	MISC. PERMITS / FEES	Including all trades, if applicable.	
106	Work Done Without Permit	Double the calculated permit fee	See Comments
107	Solar / Generator / Battery Storage	New installation or modification	$ 300.00
108	Site Work Only Permit	No pouring of piers, foundations, curbs, or flatwork allowed	$ 300.00
109	Foundation Repair	Engineer sealed letter required	$ 200.00
110	New construction residential above ground pool or spa, >24" deep		$ 75.00
111	New construction residential, permanent pool or spa, >24" deep		$ 500.00
112	New construction commercial pool, spa, or splashpad, any depth		$ 500.00
113	Annual commercial pool, spa, splashpad operation permit	Per pool, permit valid April 1 – March 31	$ 200.00
114	Pool permit renewal after expiry, late fee	Per occurrence	$ 100.00
115	Accessory building >120 sq ft	No MEP included, Includes pre-pour foundation and final inspections	$ 250.00
116	Roof Shingles Only -Residential		$ 150.00
117	Roof Decking - Residential		$ 150.00
118	Roof Shingles/ Composition- Commercial		$ 300.00
119	Roof Decking - Commercial		$ 400.00
120	TPO		$ 500.00
121	All concrete: sidewalk, driveway approach and non residential parking lot	per square foot, Minimum $125, Maximum $250 on Residential, Maximum $1,000.00 on Commercial	$ 0.50
122	Asphalt tie-in to concrete drive approach	Per linear foot.	$ 6.00
123	Construction Trailer	per trailer	$ 125.00
124	Building demolition	per building	$ 150.00
125	Gasoline fuel tanks	per tank	$ 300.00
126	Tent or canopy	Maximum four permits per year, 14 days each	$ 75.00
127	Residential Fence	String line required, plan reviewer may require professional survey	$ 125.00
128	Commercial Fence	String line required, professional survey required	$ 300.00
129	Storage Containers / PODS	Maximum two permits per year, 15 days each	$ 50.00
130	Garage Sale / Estate Sale/ Non-Profit Org	Maximum 1 sale in any 90 day period. Fee after 1st free permit each calendar year. Sale listed on city website for permits pulled by Thurs.	$ 5.00
131	Seasonal garden center		$ 150.00
132	Solicitor permit	Issued by police department	
133	Handbill registration	Annual	$ 50.00
134	Handbill permit, one day	1 day	$ 50.00
135	Handbill permit, one week	1 week	$ 100.00
136	Handbill permit, one year	1 year	$ 500.00
137	Donation Box Registration	Annual	$ 250.00
138	Administrative Fee	Contracting for abatement of Code Violation per Occurrence; minimum charge of $100	$250 or 10% of cost, whichever is lower
139	Vacant building registration	Annual Fee, includes inspection	$ 750.00
140	Late Fee	For each month or part of the month that a license fee has not been received.	$ 50.00
141	Street name change		$ 125.00
142	Native Landscape Permit	One-time fee - Ordinance 2505	$ 25.00

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/2025
	FOOD ESTABLISHMENT FEES		
	Health permit		
143	**Class 1A** Retail Food Establishments and Food Stores- Restaurants, cafeterias, and facilities preparing food for individual portions for the public. 2 year term	Per fiscal year. Small-scale food businesses are exempted from all permit requirements when food sales are not more than $1.5 million per year. Includes two inspections per year.	$ 773.00
144	**Class 2A** School Food Establishments- operated on a for-profit basis by a private contractor. 2 year term	Per fiscal year. Small-scale food businesses are exempted from all permit requirements when food sales are not more than $1.5 million per year. Includes two inspections per year	$ 258.00
145	**Class 3A** Institutional Food Service- Hospitals, jails, schools, commissaries, large institutional kitchens. 2 year term	Per fiscal year. Small-scale food businesses are exempted from all permit requirements when food sales are not more than $1.5 million per year. Includes two inspections per year.	$ 250.00
146	**Class 4A** Seasonal Establishments- Concession stands, amusement parks. 1 year term	Per fiscal year. Small-scale food businesses are exempted from all permit requirements when food sales are not more than $1.5 million per year. Includes two inspections per year.	$ 200.00
147	Temporary food permit (up to 14 days) - Commercial	No more than one Temporary Food Permit may be issued to any person or organization in any 90 day period. Small-scale food businesses and Mobile food vendors are exempted when food sales are not more than $1.5 million per year. Includes all inspections.	$ 52.00
148	Class 1, 2, or 3 Additional Health Inspection	Per inspection beginning with third inspection per year	$ 125.00
149	Health Permit Suspension	Penalty imposed when establishment is forcibly closed by the City	$ 300.00
150	Health permit renewal after expiry, late fee	Per occurrence	$ 100.00
	RENTAL AND APARTMENT COMPLEX LICENSING		
151	Residential Rental Property Registration	Annual building registration, includes inspection and CO	$ 150.00
152	Residential Tenant Registration	Tenant registration to have utilities turned on	$ No cost
153	Replacement Rental CO	Replacement of lost, destroyed or illegible Rental CO	$ 25.00
154	Renewal Late fee	Per occurrence, per permit	$ 100.00
155	Apartment License fee	Per unit	$ 25.00
156	Apartment inspection fee	Per unit inspected, minimum 10% annually inspected annually	$ 100.00
157	Reinspection fee	Per inspection after the first re-inspection for same uncorrected items	$ 150.00
	SIGN PERMITS		
158	Reface existing sign		$ 150.00
159	New construction of sign without electric		$ 150.00
160	New construction of sign with electric		$ 300.00
161	Flags	3 flags per lot - insignia, decorative, governmental.	No charge
162	Pennant	14 day limit; within first 90 days of certificate of occupancy.	No charge
	BANNER FEES		
163	Erect banner	Each 30 day period; not to exceed 90 days per year.	$ 50.00
164	Grand Opening banner	14 day limit; within first 90 days of certificate of occupancy.	No charge
	TREE PRESERVATION PERMIT FEES		
165	Remove dead, diseased, damaged tree		No charge
166	Removal of protected trees and/or review of tree preservation plan in conjunction with building permit. (Applicable mitigation charges still apply)		No charge
167	Application for tree removal (Applicable mitigation charges still apply)		$ 100.00
168	Review of tree preservation plan		$ 100.00
169	All others		$ 100.00
	VARIANCE REQUESTS		
170	Board of Adjustment Residential	Per request.	$ 500.00
171	Board of Adjustment Commercial	Per request.	$ 500.00
172	Sign Control Board	Per request.	$ 250.00
173	Letter preparation		$ 10.00
	ENGINEERING FEES		
174	Engineering Plan Review (EPR) Fees	Per hour worked; includes 1 resubmittal after comments.	$ 150.00
175	EPR Deposit (required one acre & above)	$2,500 base + $100 per disturbed acre; deposit credited toward engineering & building plan review and permit fees.	See Comments
176	Engineering Resubmittals & Revisions	Per hour worked; rate charged after 1st resubmittal.	$ 185.00

BUILDING AND FIRE CHANGES TO ORDINANCES

Chapter 5, Article 1

Sec. 5-7 Change subsection (a) to read as follows:

(a) Every person in possession of land within the corporate limits of the city, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool, shall at all times maintain upon the lot or premises on which the swimming pool is located, and completely surrounding the swimming pool, lot or premises, a fence, wall or other solid structure designed to prevent small children from inadvertently wandering into the pool. Such fence or other solid structure shall conform to the requirements in the currently adopted version of the International Swimming Pool and Spa Code. ~~not be less than six feet in height, with no openings therein other than doors or gates, larger than four inches square, measured in any direction, except that measurement for a picket fence or picket type fence (one composed of primarily vertical members) shall be measured in a horizontal direction between members. All such doors opening directly into such enclosure shall be equipped with self-closing and self-latching devices designed to keep and capable of keeping such doors or gates securely closed at all times when not in actual use, such latching device to be attached to the upper quarter of the door or gate; provided however, that the door of any dwelling occupied by human beings and forming any part of the enclosure herein required need not be so equipped.~~

(b) ((b) and (c) unchanged)

Sec. 5-8 Change defined terms in subsection (b) to read as the following:

(b) Definitions

~~*Code enforcement manager* shall mean the code enforcement manager of the City of Duncanville or his designated representative.~~

Building Official shall mean the Chief Building Official of the City of Duncanville or his designated representative.

{remaining definitions unchanged}

Reasoning: To keep authority over swimming pools with the building official.

Sec. 5-8(c)(2) Change subsection to read as the following:

(2)

In the event that any inoperative, abandoned or neglected private pool or spa fails to meet the requirements of subsection (c)(1)a., b., c., d., or e., said pool or spa shall be deemed by the ~~code enforcement manager~~ building official to represent a safety hazard and/or nuisance to the general public and the following requirements shall apply:

No such pool or spa shall be allowed to remain in an inoperable, unsafe, insanitary or dangerous condition for more than ten consecutive calendar days. Once an inoperable, unsafe, insanitary or dangerous private pool or spa comes to the attention of the ~~code enforcement manager~~ building

official, he shall make all reasonable efforts to notify the owner(s) or legal occupant(s) to make corrections. In the event that no responsible party can be found, and/or the pool or spa remains in an inoperable, insanitary or dangerous condition, the city shall have the right to drain, fill, cap and/or remove the pool or spa. Additionally, other repairs and/or work to abate the nuisance may be performed by the city. Any and all costs incurred by the city may be charged to the owner of the property. Expenses incurred under this section may be assessed against the real estate on which the work or repair is done, by the ~~code enforcement manager~~ building official filing a statement of expenses with the County Clerk of Dallas County. The lien shall stand as security for expenditures made and interest on the loan shall accrue at a rate of ten percent per annum on the amount due from the date the expenditure was made by the city.

Reasoning: To keep responsible authority over unsafe pools with the building official.

Sec. 5-14.(c) Change subsection (c) to read as the following:

(c) If, after approval of an individual permit, no significant progress has been made towards completion of the project within ~~two years~~ 180 days of the approval of the permit, the permit shall expire and become null and void. ~~A project shall expire if, on the fifth anniversary of the date the first permit application was filed, no progress has been made towards completion of the project.~~ Following the expiration of a permit or a project, any new permit application shall be a new submittal, subject to any and all intervening changes in law, regulations, rules, and ordinances, and subject to the assessment of new fees in the amount of 50% of the original amounts. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Reasoning: To remain consistent with the adopted Building Code and surrounding cities.

Chapter 5, Article 2, Division 1

Sec. 5-19 Change to read as the following:

The zoning board of adjustment of the city shall serve as the board of appeals as provided in section ~~112~~ 113 and Appendix B of the building code adopted herein as well as the board of appeals as provided in the International Residential Code and the International Property Maintenance Code, as adopted herein, and shall perform the duties and responsibilities of such board of appeals.

Reasoning: To update the applicable code sections that are referenced.

Chapter 5, Article 2, Division 2

Sec. 5-25 Change to read as follows:

For the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location, and maintenance of buildings and structures, the city herewith adopts by reference and makes part of this Code for all purposes the International Building Code (IBC), ~~2015 Edition, excluding all appendices attached to the 2015 edition of said code,~~ 2021 edition of said code, including Appendices B, C, F, G, I, J, K, N, and Resource A of said code, and referenced codes contained in the International Building Code ~~ASTM~~ Chapter 35 Referenced Standards~~, each published by the International Code Council, as hereafter amended~~. A copy of the International Building Code ~~and Referenced Standards,~~ with approved amendments, shall be maintained at all times ~~in the office of the city secretary~~ at the public library and in the office of the chief building ~~inspector~~ official.

Reasoning: To update the ordinance to refer to the newly adopted code editions and the locations of the printed codes for the public to view, and to correct the statement that says the ICC publishes the referenced standards, which are in fact published by various standards organizations. The library is a better location to house the set of code books for the public to review; they will not be loaned out.

Sec. 5-27 Delete the entire section and replace with the following:

Sec. 5-27 Amendments to the Building Code.

The International Building Code (IBC), 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the 2021 International Building Code

The following sections, paragraphs, and sentences of the *2021 International Building Code* are hereby amended as follows: Standard type is text from the IBC. Underlined type is text inserted. ~~Lined through type is deleted text from IBC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2021 code.

Section 101.4.8; add the following:

101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

****Sections 103 and 103.1; amend to insert the Department Name**

~~CODE COMPLIANCE AGENCY~~ BUILDING INSPECTION DIVISION
103.1 Creation of enforcement agency. The CITY OF DUNCANVILLE BUILDING INSPECTION DIVISION is hereby created and the official in charge thereof shall be known as the *Chief Building Official*.
[Remainder Unchanged]

Section 105.2 Work exempt from permit; under sub-title entitled "Building" delete items 1, 2, 10 and 11 and re-number as follows:

Building:

~~1.~~ 1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m_2).

~~2. Fences not over 7 feet (1829 mm) high.~~

~~3.~~ 2. Oil derricks.

~~4.~~ 3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

~~5.~~ 4. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18 925 L) and the ratio of height to diameter or width is not greater than 2:1.

~~6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.~~

~~7.~~ 5. Painting, papering, tiling, carpeting, cabinets,counter tops and similar finish work.

~~8.~~ 6. Temporary motion picture, television and theater stage sets and scenery.

~~9.~~ 7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.

~~10.~~ 8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

~~11.~~ 9. Swings and other playground equipment accessory to detached one- and two-family dwellings.2. Retaining

~~12.~~ 10. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

~~13.~~ 11. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Section 109; add Section 109.7 to read as follows:

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;

2. No building address or permit card is clearly posted;

3. City approved plans are not on the job site available to the inspector;

4. The building is locked or work otherwise not available for inspection when called;

5. The job site is red-tagged twice for the same item;

6. The original red tag has been removed from the job site.

7. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

Section 110.3.6; Lath, gypsum board and gypsum panel product inspection; Delete exception

~~Exception : Gypsum board and gypsum panel products that are not part of a fire resistance rated assembly or a shear assembly.~~

Section 202; amend definition of Ambulatory Care Facility as follows:

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to ~~individuals~~ persons who are rendered incapable of self-preservation by the services provided ~~or staff has accepted responsibility for care~~

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers

- Psychiatric centers

***Section 202; add definition of Assisting Living Facilities to read as follows.**

ASSISTED LIVING FACILITIES. *A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.*

***Section 202; ~~add~~ amend definition of "Repair Garage" as follows:**

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

***Section 202; amend definition of SPECIAL INSPECTOR to read as follows:**

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and ~~approved by~~ the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

***Section 202; amend definition of HIGH-RISE BUILDING to read as follows:**

HIGH-RISE BUILDING. A building with an occupied floor located more than ~~75~~ 55 feet ~~(22 860 mm)~~ (16 764 mm) above the lowest level of fire department vehicle access.

***Section 303.1.3; add a sentence to read as follows:**

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapters 10 and 11.

***Section 304.1; add the following to the list of occupancies:**

Fire stations
Police stations with detention facilities for 5 or less

***Section 307.1.1; add the following sentence to Exception 4:**

4. Cleaning establishments… *{Text unchanged}* …with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

****Section 310.4; add definition of Registered Short Term Rental Facility as follows:**

*REGISTERED SHORT TERM RENTAL FACILITY***.** Buildings or portions of buildings currently registered with the City's Short Term Rentals program or Workforce Housing program containing five or fewer guest rooms and 10 or fewer total occupants. Construction and fire protection requirements for Registered Short Term Rentals 6,000 square feet or less shall be governed by the International Residential Code.

***Section 403.1, Exception 3; change to read as follows:**

3. The open-air portion of a building *[remainder unchanged]*

***Section 403.3, Automatic Sprinkler System. Delete exception;**

***Section 403.3.2; change to read as follows:**

[F] 403.3.2 Water supply to required fire pumps. In buildings that are more than ~~420~~ 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

*****Section 404.4.10; change to read as follows:**

Section 404.10 Exit Access Stairways in an atrium. Where an atrium contains an ~~interior~~ exit access stairway all the following shall be met:

[Remainder Unchanged]

*****Section 506.3.1; add sentence to read as follows:***

506.3.1 Minimum percentage of perimeter. [Existing Text remains]

In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 16-foot-wide pathway meeting fire department access from the street or approved fire lane shall be provided.

*****Section 708.4.1, Supporting construction; Delete exception;***

~~**Exception:** In buildings of Types IIB, IIIB, and VB construction, the supporting construction requirement shall not apply to *fire partitions* separating tenant spaces in *covered and open mall buildings, fire partitions* separating *dwelling units, fire partitions separating sleeping units, fire partitions* serving as *corridor* walls, *fire partitions* separating *ambulatory care facilities* from adjacent spaces *or corridors, fire partitions* separating *dwelling and sleeping units* from Group R-1 and R-2 occupancies and *fire partitions* separating vestibules from the *level of exit discharge*.~~

*****Section 708.4.2; Fireblocks and draftstops in combustible construction; Delete exceptions 2-5;***

~~**Exceptions:**~~

1. [Exception 1 remains]
2. ~~Where *corridor* walls provide a *sleeping unit* or *dwelling unit* separation, draftstopping shall only be required above one of the *corridor* walls.~~
3. ~~In Group R-2 occupancies with fewer than four *dwelling units, fireblocking* and draftstopping shall not be required.~~
4. ~~In Group R-2 occupancies up to and including four stories in height in buildings not exceeding 60 feet (18 288 mm) in height above *grade plane*, the *attic* space shall be subdivided by *draftstops* into areas not exceeding 3,000 square feet (279 m^2) or above every two *dwelling units,* whichever is smaller.~~
5. ~~In Group R-3 occupancies with fewer than three *dwelling units, fireblocking* and draftstopping shall not be required in floor assemblies.~~

*****Section 901.6.1; add Section 901.6.1.1 to read as follows:***

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each

inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.

5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected nighttime freezing conditions.

9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

*****Section 903.2; Delete exception;***

Exception: ~~Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided that those spaces or areas are equipped throughout with an *automatic smoke detection system* in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711, or both.~~

******Section 903.2.4.2; change to read as follows:***

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire area at any one time.

*****Section 903.2.8; add exception:**

903.2.8 Group R

An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*.

Exception: Buildings 6,000 square feet or less that are currently registered in the Duncanville Short Term Rental Program.

*****Section 903.2.9.3; change to read as follows:**

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>20% alcohol) in the fire area at any one time.

*****Section 903.2.9.4 and 903.2.9.5; delete Exception to 903.2.9.4 and add Section 903.2.9.5 to read as follows:***

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings ~~55~~ 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more~~, other than penthouses in compliance with Section 1510 of the *International Building Code*, located ~~55~~ 35 feet (~~16 764~~ 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

~~Exceptions:~~

~~2. Occupancies in Group F-2.~~

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code* where all of the following conditions apply:

a. The structure is freestanding.
b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking.
c. The structure does not exceed 3 stories.
d. An approved fire apparatus access road is provided around the entire structure.

*****Section 903.3.1.1.1; change to read as follows:***

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ...*{text unchanged}*… because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Properties less than 6,000 square feet in size that are currently registered in the city's Short Term Rental Program.

~~4. In rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~

5. ~~Fire service access~~ Elevator machine rooms, ~~and~~ machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

******Section 903.3.1.2; change to read as follows:***

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is ~~30~~ 35 feet (~~9144~~ 10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is ~~30~~ 35 feet (~~9144~~ 10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

******Section 903.3.1.2.2; change to read as follows:***

903.3.1.2.2 Corridors and balconies ~~in the means of egress~~. Sprinkler protection shall be provided in all corridors and for all balconies. ~~in the means of egress where any of the following conditions apply:~~ *{Delete the rest of this section.}*

*****Section 903.3.1.2.3; delete section and replace as follows:***

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
    - 4.1. Provide automatic sprinkler system protection.
    - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
    - 4.3. Construct the attic using noncombustible materials.
    - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
    - 4.5. Fill the attic with noncombustible insulation.

*****Section 903.3.1.3; change to read as follows:***

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D and in accordance with state law.

*****Section 903.3.1.4; add to read as follows:***

[F] 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

*****Section 903.3.5; add a second paragraph to read as follows:***

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

*****Section 903.4; add a second paragraph after the exceptions to read as follows:***

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*****Section 903.4.2; add second paragraph to read as follows:***

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*****Section 905.2; change to read as follows:***

905.2 Installation Standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

******Section 905.3; add Section 905.3.9 and exception to read as follows:***

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

*****Section 905.4; change Items 1, 3, and 5, and add Item 7 to read as follows:***

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
   Exception: {No change.}
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
   Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {remainder of text unchanged}
4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way ~~a~~ hose connection ~~shall be~~ located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code

official.

******Section 905.8; change to read as follows:***

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

*****Section 905.9; add a second paragraph after the exceptions to read as follows:***

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

******Section 906.1(1); delete Exception #3 as follows:***

~~3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants,~~
~~fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:~~
~~3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~
~~3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved~~
~~by the extinguisher manufacturer or the fire code official for vehicular use.~~
~~3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.~~
~~3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~
~~3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.~~

*****Section 907.1; add Section 907.1.4 to read as follows:***

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

*****Section 907.2.1; change to read as follows:***

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly occupancy is~~ of 300 or more persons, or where the ~~Group A~~ occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

*****Section 907.2.3; change to read as follows:***

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}
   1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}

******Section 907.2.10; change to read as follows:***

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies ~~three stories or greater in height~~ for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

*****Section 907.2.13, Exception 3; change to read as follows:***

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

*****Section 907.4.2; add Section 907.4.2.7 to read as follows:***

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

*****Section 907.6.1; add Section 907.6.1.1 to read as follows:***

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

*****Section 907.6.3; delete all four Exceptions.***

*****Section 907.6.6; add sentence at end of paragraph to read as follows:***

See 907.6.3 for the required information transmitted to the supervising station.

(Reason: Deleted Previous code amendment Section 909.22, For removal because it is already in the code in Sections 909.20.5, 909.20.6, 909.20.6.1, 909.20.6.2, and 909.20.6.3.)

*****Section 910.2; change read and change Exception 2 and 3 to read as follows:***

910.2 Where required. Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1, 910.2.2, and 910.3.2.

2. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of 50(m*S)$^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

*****Section 910.2.3; add to read as follows:***

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m^2) in single floor area.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

*****Section 910.4.3.1; change to read as follows:***

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust.

*****Section 912.2; add Section 912.2.3 to read as follows:***

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

******Section 913.2.1; add Section 913.2.1.1 and exception to read as follows:***

913.2.1.1 Fire Pump Room Access. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by IFC Section 506.1.

******Section 1006.2.1 change exception 3 to read as follows;***
Section 1006.2.1 Egress based on occupant load and common path of egress travel distance.

3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

****Section 1009.8 Two Way Communication; add the following Exception 7:**
[Text Remains]

Exceptions:
7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

*****Section 1010.2.5 Bolt Locks; amend exceptions 3 and 4 as follows:***

Exceptions:
3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. (remainder unchanged)
4. Where a pair of doors serves a Group B, F, M or S occupancy (remainder unchanged)

******Section 1030.1.1.1; add Exception#4 to read as follows:***

Exceptions:
1. through 3. {No change.}
4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials.

******Section 1809.5.1* Frost Protection at required exits; delete this section**

*****Section 2702.5; added to read as follows:**

Section 2702.5 Designated Critical Operations Areas (DCOA): In areas within a facility or site requiring continuous operation for the purpose of public safety, emergency management, national security or business continuity, the power systems shall comply with NFPA 70 Article 708.

****Add Section 2902.1.4 to read as follows:**

2902.1.4 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

2902.1.4.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

2902.1.4.2 Service sink. In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the **<Jurisdiction's>** health department.

****Section 3002.1 Hoistway Enclosure Protection required. Add exceptions as follows:**

Exceptions:
1. Elevators completely located within atriums shall not require hoistway enclosure protection.
2. Elevators in open or enclosed parking garages that serve only the parking garage, shall not require hoistway enclosure protection.

****Section 3005.8; add Section 3005.8 as follows:**

3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed.

****Section 3006.2.5; Hoistway opening protection required;** Revise text as follows:

5. The building is a high rise and the elevator hoistway is more than ~~75 feet (22 860 mm)~~ 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor to the highest floor of the floors served by the hoistway."

****Section 3007.3 and Section 3008.3: Revise text by deleting "enclosed" as follows:**

3007.3 Water Protection. Water from the operation of an automatic sprinkler system outside the ~~enclosed~~ lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

3008.3 Water Protection. Water from the operation of an automatic sprinkler system outside the ~~enclosed~~ lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

Chapter 5, Article 2, Division 3

Sec. 5-28 Change to read as follows:

There is hereby adopted the International Residential Code (IRC), ~~2015~~ 2021 Edition, and made a part hereof for all purposes, the same as if fully copied in full herein, with the exception of such sections hereof, which are hereafter deleted, modified or amended.

Sec. 5-30 Delete the entire section and replace with the following:

Sec. 5-30 Amendments to the Residential Code (IRC).

The International Residential Code, 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the 2021 International Residential Code

The following sections, paragraphs, and sentences of the *2021 International Residential Code* are hereby amended as follows: Standard type is text from the IRC. Underlined type is text inserted. ~~Lined through type is deleted text from IRC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021code.

The energy provisions in IRC Chapter 11 is deleted in its entirety.
Reference the 2021 IECC for energy code provisions and recommended amendments.

***** Section R103 and R103.1 amend to insert the Department Name***

~~DEPARTMENT OF BUILDING SAFETY~~ BUILDING INSPECTION DIVISION

R103.1 Creation of enforcement agency. The ~~Department of Building Safety~~ CITY OF DUNCANVILLE BUILDING INSPECTION DIVISION is hereby created and the official in charge thereof shall be known as the *Chief Building Official*.

******Section R202; change definition of "Townhouse Unit" to read as follows:***

TOWNHOUSE UNIT. A single-family dwelling unit separated by property lines and two hour fire walls in a townhouse that extends from foundation to roof and that has a yard or public way on not less than two sides.

*****R301.1.5 Energy Storage Systems (ESS).** Energy Storage Systems (ESS), including battery backup power systems, shall not be installed inside any dwelling unit or attached residential garage regulated by the International Residential Code (IRC). ESS installations are permitted only within a detached accessory structure. Such accessory structures must maintain a minimum separation of 10 feet from the principal dwelling, 10 feet from any Accessory Dwelling Unit, and 10 feet from all property lines.

Exception: Installation is allowed in a residential dwelling when all of the following is true:

1. The ESS is 20 kWh or less;
2. Is contained inside an enclosure listed and labeled in accordance with UL 9540B;
3. There is an interconnected smoke alarm inside the bottom 12 inches of the enclosure;
4. It is not installed in a living area or bedroom;
5. The room containing the ESS is separated from the rest of the building by fire-rated construction with a minimum 2-hour rating.

******Table R301.2 (1); fill in as follows:***

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP[e]	ICE BARRIER UNDER-LAYMENT[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	SPEED[d] (MPH)	Topographic Effects[k]	Special Wind Region[L]	Windborne Debris Zone[m]		Weathering[a]	Frost Line Depth[b]	Termite[c]					
5 lb/ft	115 (3 sec-gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22^0 F	No	Local Code	150	64.9^0 F

Delete remainder of table Manual J Design Criteria and footnotes A and N.

*****Section R302.1; modify, add, or delete exceptions to read as follows:***

Exceptions: *{previous exception unchanged}*

2. Walls, projections, openings, or penetrations of *individual dwelling units* and their *accessory structures* located on the same *lot*, other than accessory structures containing Energy Storage Systems.

3: *{exception unchanged}*
~~**4:** *{**delete** exception}*~~
5: *{exception unchanged}*
6. Open non-combustible carport structures may be constructed when also complying with all zoning ordinances.

*****Section R302.2.6; delete exception #6:**

Exceptions: {previous exceptions unchanged}

~~5. Townhouse units separated by a common wall as provided in Section R302.2.2, Item 1 or 2.~~
~~6. Townhouse units protected by a fire sprinkler system complying with Section P2904 or NFPA 13D.~~

*****Section R302.3; add Exception #3 to read as follows:***

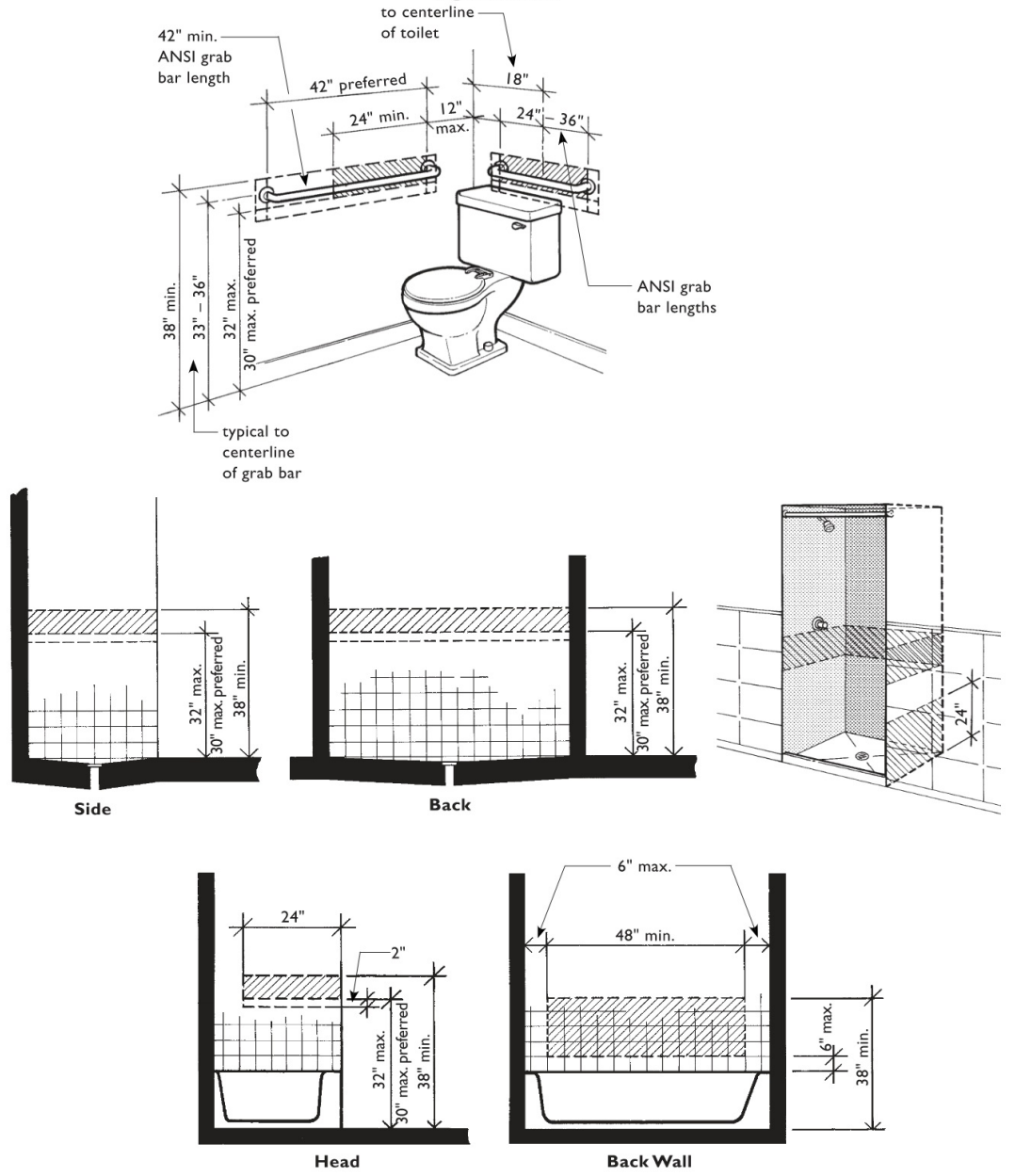
Exceptions:

1. *{existing text unchanged}*
2. *{existing text unchanged}*
3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

***R307.3 Blocking.** Required at all toilets, showers and tubs, on all entry level floors. Blocking per Sec. R307.4, Figure R307.4, and FHA 24 CFR 100.205 Chapter 6, shall be installed at the rear wall and any wall adjacent to the toilet, and at all walls adjacent to a shower or tub.

***R307.4 Solid Wood Blocking.** Solid wood blocking made of 2" dimensional lumber shall be installed measuring a minimum of 8" in width, installed per Figure R307.4 and FHA 24 CFR 100.205 Chapter 6, and be capable of supporting grab bars. Entry level toilets in separate toilet rooms shall have adjacent wall blocking extended to the doorway.

Figure R307.4



***Section R313.2 One and Two Family Dwellings; Delete this section and subsection in their entirety**.

Reason: Texas state law prohibits the requiring of fire sprinkler systems in one- and two-family dwellings.

*****Section 327.1.1; add to read as follows:**

Section 327.1.1 Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception:
A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

****Section R401.2; amended by adding a new paragraph following the existing paragraph to read as follows.**

Section R401.2. Requirements. *{existing text unchanged} …*

Every foundation and any addition to an existing foundation regulated by this code shall be designed and sealed by a Texas-registered professional engineer.

*****Add section R703.8.4.1.2 Veneer Ties for Wall Studs; to read as follows:***

R703.8.4.1.2 Veneer Ties for Wall Studs. In stud framed exterior walls, all ties may be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or

2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

*****Section R902.1; amend and add exception #5 to read as follows:***

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A or B, ~~or C~~ roofing shall be installed. ~~in jurisdictions designated by law as requiring their use or when the edge of the roof is less than 3 feet from a lot line~~. *{remainder unchanged}*

Exceptions:
1. *{text unchanged}*
2. *{text unchanged}*
3. *{text unchanged}*
4. *{text unchanged}*
5. Class C and non-classified roof coverings shall be permitted on one-story detached *accessory structures* used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed the values listed in Table 4.06.01 of Duncanville City Ordinance Appendix A, Article IV, Section 4.06.

**** Chapter 11 [RE] – Energy Efficiency is deleted in its entirety, and replaced with a Reference to the 2021 IECC for energy code provisions and recommended amendments.**

*****Section M1411.3; change the section and add exception to read as follows:***

M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to ~~an *approved* place of disposal~~ a sanitary sewer through a trap, by means of a direct or indirect drain. *{remainder unchanged}*

Exceptions:
1. Condensate disposal may use existing drain piping to the exterior when replacing mechanical units or remodeling less than 50% of a dwelling, if the piping is in acceptable condition.

*****Section M2005.2; change to read as follows:***

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door that is weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code and combustion air vents are installed per Section G2407.* Installation of direct-vent water heaters within an enclosure is not required.

***Section G2408.3 (305.5); change the section and exception to read as follows:**

G2408.3 (305.5) Private Garages. *Appliances* located in private garages in the direct path of vehicle traffic shall be installed with a minimum *clearance* of 6 feet (1829 mm) above the floor.

Exception: The requirements of this section shall not apply where the *appliances* are protected from motor vehicle impact by an approved means and installed in accordance with Section G2408.2.

***Section G2415.2 (404.2) CSST; add a second paragraph to read as follows:**

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

***Section G2415.12 (404.12) and G2415.12.1 (404.12.1); change to read as follows:**

G2415.12 (404.12) Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of ~~12 inches (305 mm)~~ 18 inches (457 mm) below grade, ~~except as provided for in Section G2415.12.1.~~

G2415.12.1 (404.12.1) Individual Outdoor Appliances; Delete in its entirety

***Section G2417.1 (406.1); change to read as follows:**

G2417.1 (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for inspection. The *equipment*, material, power and labor necessary for the test shall be furnished by the *permit* holder.

***Section G2417.4; change to read as follows:**

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. ~~Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.~~

***Section G2417.4.1; change to read as follows:**

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than ~~1-1/2~~ 2 times the proposed maximum working pressure, but not less than 3 psig (20 kPa gauge), irrespective of design pressure, or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. ~~Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.~~ For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to

exceed 20 psig. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten 10 psig (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

*****Section G2417.4.2; change to read as follows:***

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for ~~be not~~ less than ~~10~~ fifteen (15) minutes. For welded *piping*, and for *piping* carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than thirty (30) minutes.

*****Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:***

G2420.1.4 Valves in CSST installations. Shutoff *valves* installed with corrugated stainless steel (CSST) *piping systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the *valve*. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *piping*, fittings, and *valves* between anchors. All *valves* and supports shall be designed and installed so they will not be disengaged by movement of the supporting *piping*.

*****Section G2420.5.1 (409.5.1); add text to read as follows:***

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve…*{bulk of paragraph unchanged}*… in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

*****Section P2603; add to read as follows:***

P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material ~~plastic~~. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

P2603.5.1 Sewer depth. *Building sewers* that connect to private sewage disposal systems shall not be less than 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall not be less than 12 inches (305 mm) below grade.

*****Section P2718.1 (406.2); change to read as follows:***

P2718.1 (406.2) Waste Connection. ~~The discharge from a clothes washing machine shall be through an *air break*.~~ The waste from an automatic clothes washer shall discharge through an *air break* into a standpipe or into a laundry sink. The trap and *fixture drain* for an automatic clothes washer standpipe shall be not less than 2 inches (51 mm) in diameter. The *fixture drain* for the standpipe serving an automatic clothes washer shall connect to a 3-inch (76 mm) or larger diameter fixture *branch* or *stack*. In retrofit or remodel work automatic domestic clothes washers shall be permitted to drain to a laundry sink. Automatic clothes washers that discharge by gravity shall be permitted to drain to a waste receptor or an *approved* trench drain.

****Section P3003.9; change to read as follows:**

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

~~Exception: A primer is not required where both of the following conditions apply:~~

1. ~~The solvent cement used is third-party certified as conforming to ASTM D 2564~~
2. ~~The solvent cement is used only for joining PVC drain, waste, and vent pipe and fittings in not pressure applications in sizes up to and including 4 inches (102mm) in diameter.~~

Chapter 5, Article 2, Division 4

Sec. 5-31 Change to read as follows:

There is hereby adopted the International Energy Conservation Code (IECC), ~~2015~~ 2021 Edition, and made a part hereof for all purposes, the same as if fully copied in full herein. ~~, with the exception of such sections hereof, which are hereafter deleted, modified or amended.~~

Sec. 5-34 Delete the entire section.

Reasoning: Previous amendments referencing the Energy Star program and other Federal EPA guidelines are likely to be discontinued or replaced in the near future by the federal government and so the International Code Council will be the most reliable standard to adopt.

Chapter 5, Article 2, Division 5

Sec 5-35 Change to read as follows:

For the purpose of establishing minimum regulations governing the conditions and maintenance of all property, buildings, and structures by providing standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit of occupation and use, and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures, the city herewith adopts by reference and makes part of this Code for all purposes, the International Property Maintenance Code (IPMC) , ~~2015~~ 2021 Edition, published by the International Code Council, as hereafter amended. A copy of the International Property Maintenance Code ~~and Reference Standards~~ with approved amendments shall be maintained at all times ~~in the office of the city secretary~~ at the public library and in the office of the chief building ~~inspector~~ official.

Sec. 5-38 Delete the entire section and replace with the following:

Sec. 5-38 Amendments to the Property Maintenance Code (IPMC).

The International Property Maintenance Code, 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the
2021 International Property Maintenance Code

The following sections, paragraphs, and sentences of the *2021 International Property Maintenance Code* are hereby amended as follows: Standard type is text from the IPMC. Underlined type is text inserted. ~~Lined through~~ ~~type is deleted text from the IPMC.~~

******Section 101.1; change to read as follows:***

101.1: Title.
These regulations shall be known as the *International Property Maintenance Code* of the City of Duncanville, hereinafter referred to as "this code".

******Section 103.1; change to read as follows:***

103.1: Creation of agency.
The Code Enforcement Division is hereby created and the official in charge thereof shall be the Neighborhood Services Superintendent, and shall be known as the Code Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

******Section 107.1; change to read as follows:***

173.1: General.
In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code, the Zoning Board of Adjustment established by ordinance shall render decisions and findings in writing to the appellant with a duplicate copy to the code official. This board shall be governed by the enabling ordinance.

Chapter 5, Article 2, Division 6

Sec. 5-39 Change to read as follows:

There is hereby adopted the International Existing Building Code (IEBC), ~~2015~~ 2021 Edition, and made a part hereof for all purposes, the same as if fully copied in full herein, with the exception of such sections hereof, which are hereafter deleted, modified or amended.

Sec. 5-40 Delete the entire section and replace with the following:

Sec. 5-40 Amendments to the International Existing Building Code (IEBC).

The International Existing Building Code, 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the

2021 International Existing Building Code

The following sections, paragraphs, and sentences of the *2021 International Existing Building Code* are hereby amended as follows: Standard type is text from the IEBC. Underlined type is text inserted. ~~Lined~~ ~~through type is deleted text from IEBC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2021 code.

******Section 202; amend definition of Existing Building as follows:***

Existing Building - A building or space with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use. ~~erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued.~~

******Section 202; amend section 202 to include the following:***

Existing Structure- A structure with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use. ~~erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued.~~

******Section 306.5.1; add section to read as follows:***

306.5.1 Complete change of occupancy. Where an entire building undergoes a *change of occupancy*, it shall comply with Section 306.5.1 and shall have all of the following accessible features:

1. Not fewer than one accessible building entrance.
2. Not fewer than one accessible route from an accessible building entrance to *primary function* areas.
3. Signage complying with Section 1111 of the *International Building Code*.
4. Accessible parking, where parking is being provided.
5. Not fewer than one accessible passenger loading zone, where loading zones are provided.
6. Not fewer than one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance.

Where it is *technically infeasible* to comply with the new construction standards for any of these requirements for a change of group or occupancy, Items 1 through 6 shall conform to the requirements to the maximum extent technically feasible.

Exception: The accessible features listed in Items 1 through 6 are not required for an accessible route to Type B units.

*****Section 406.1; add a code reference to read as follows:***

406.1 Material. Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

******Section 503.16.1; add subsection to read as follows:***

503.16.1 Enhanced Classroom Acoustics and TAS: Compliance with the Texas Accessibility Standards is not considered equivalent compliance for the purpose of enforcement of this code section.

******Section 702.4; change exception 1 and add exception 2 to read as follows:***

Exceptions:

1. Operable windows where the **bottom** of the **clear opening** of the window opening is located more than 55 ~~75~~ feet (16 764 ~~22 860~~ mm) above the finished grade or other surface below, on the exterior of the room, space or building, and that are provided with window fall prevention devices that comply with ASTM F2006.

2. Operable windows with openings that are provided with window fall prevention devices that comply with ASTM F2090.

*****Section* 702.7*; add a code reference to read as follows:***

702.7 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, National Electrical Code, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

*****Section 802.5.1;* change to read as follows:**

802.5.1 Minimum requirement. Every portion of ~~a floor, such as a balcony or a loading dock,~~ open-sided walking surfaces, including *mezzanines*, *equipment platforms*, *aisles*, *stairs*, *ramps,* and landings that is more than 30 inches (762 mm) above the floor or grade below and is not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

*****Section 803.1; add sentence to read as follows:***

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

*****Section 803.2.6; change exception to read as follows:***

Exception: Supervision is not required where the Fire Code does not require such for new construction. ~~for the following:~~

~~1. Underground gate valve with roadway boxes.~~
~~2. Halogenated extinguishing systems.~~
~~3. Carbon dioxide extinguishing systems.~~
~~4. Dry- and wet-chemical extinguishing systems.~~
~~5. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic and automatic sprinkler systems and a separate shutoff valve for the automatic sprinkler system is not provided.~~

*****Section 803.3; change section to read as follows:***

803.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements.
{Delete rest of Section 803.3 and exceptions.}

Section **804.2; *delete Exception #1 as follows:*
Exceptions: ~~1. Where the work area and the means of egress serving it complies with NFPA101.~~
~~2.~~ [Remain unchanged]

****Section 804.6.2 Transoms; add language to read as follows:**

804.6.2 Transoms. In all buildings of Group B, E, I-1, I-2, R-1 and R-2 occupancies, ….[Remainder unchanged]

*****Section 904.1; add sentence to read as follows:***

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

*****Section 904.1.1; change to read as follows:***

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas of ~~where the~~ high-rise buildings. ~~has a sufficient municipal water supply for the design and installation of an automatic sprinkler system at the site~~.

******Section 1011.2.1: change to read as follows:***
1011.2.1 Fire sprinkler system. Where a change in occupancy classification occurs or where there is a *change of occupancy* within a space where there is a different fire protection system threshold requirement in Chapter 9 of the *International Building Code* that requires an automatic fire sprinkler system to be provided based on the new occupancy in accordance with Chapter 9 of the *International Building Code*. The installation of the automatic sprinkler system shall be required within the area of the *change of occupancy* and areas of the building not separated horizontally and vertically from the *change of occupancy* by one of the following:

~~1. Nonrated permanent partition and horizontal assemblies.~~
~~2. Fire partition.~~
~~3. Smoke partition.~~
~~4. Smoke barrier.~~
5. 1. Fire barrier, as required by Section 707 of the IBC.
6. 2. Fire wall, as required by Section 706 of the IBC.

Exceptions: [Remain unchanged.]

******Section 1102.2.1; add to read as follows:***

1102.2.1 Fire Separations. Where fire separations are utilized to allow additions without exceeding the allowable area provisions of Chapter 5 of the IBC for either the existing building or the new addition, the decreased clear space where the two buildings adjoin shall be accounted for in such calculation relative to the allowable frontage increase.

Chapter 5, Article 2, Division 7

Sec 5-41 Delete the entire division and replace with the following:

Division 7. – Swimming Pool and Spa Code

For the purpose of establishing minimum requirements to provide a reasonable level of safety, health, property protection, and general welfare by regulating and controlling the design, installation, quality of materials, location, and maintenance or use of pools and spas, the city herewith adopts by reference and makes part of this Code for all purposes, the International Pool and Spa Code (IPSC), 2021 Edition, published by the International Code Council, as hereafter amended. A copy of the International Pool and Spa Code with approved amendments shall be maintained at all times at the public library and in the office of the chief building official.

Reasoning: The Electrical Code is currently adopted in two different chapters and they are two different electrical codes. Chapter 5, Article 2, Division 7 contains the 2015 Electrical Code, and Chapter 8 contains the 2008 Electrical Code. The correct place for the Electrical Code is in Chapter 8. Using Chapter 5, Article 2, Division 7 as a good place to house the newly adopted Swimming Pools and Spa Code allows it to be placed with similar codes.

Sec. 5-42. – Amendments.

Sec. 5-42 Amendments to the Swimming Pool and Spa Code (ISPSC).

The International Swimming Pool and Spa Code, 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the
2021 International Swimming Pool and Spa Code

The following sections, paragraphs, and sentences of the *2021 International Pool and Spa Code* are hereby amended as follows: Standard type is text from the ISPSC. Underlined type is text inserted. ~~Lined through type is deleted text from IPSC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021code.

**** Section R101.1 Amend to insert the Division Name***

101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of the City of Duncanville, hereinafter referred to as “this code.”

****Sections 103 and 103.1; amend to insert the Department Name**

Section 103: ~~CODE COMPLIANCE AGENCY~~ BUILDING INSPECTION DIVISION

103.1 Creation of agency. The CITY OF DUNCANVILLE BUILDING INSPECTION DIVISION is hereby created and the official in charge thereof shall be known as the *Chief Building Official*.
[Remainder Unchanged]

**** Section 106.1* Construction Documents. *Amend to require digital plan submission***

106.1 Construction Documents. Construction documents, engineering calculations, diagrams, and other such data shall be submitted in ~~two or more sets~~ digital forms including .pdf .jpg .png with each application for a permit. The *code official* shall require construction documents…[remainder unchanged]

***** Section 112* Board of Appeals. *Delete this section which conflicts with the City's planning and zoning commission.***

~~**112.1 Membership of Board.** The board of appeals shall consist of five members appointed by the chief appointing authority as follows: one for 5 years, one for 4 years, one for 3 years, one for 2 years, and one for 1 year. Thereafter each new member shall serve for 5 years or until a successor has been appointed.~~

***** Section 113.4 Violation penalties. Delete this section which conflicts with Chapter 5, Article 1, Sec. 5-8.***

~~**113.4 Violation Penalties.** Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the *approved* construction documents or directive of the *code official*, or of a permit or certificate issued under the provisions of this code, shall be guilty of a[SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

Section 305.2.4 and 305.2.4.1: Mesh fence as a barrier. Delete this section.

~~**305.2.4: Mesh fence as a barrier.** Mesh fences, other than chain link fences in accordance with Section 305.2.7, shall be installed in accordance with the manufacturer's instructions and shall comply with the following:~~

~~1. The bottom of the mesh fence shall be not more than 1 inch (25 mm) above the deck or installed surface or grade.~~
~~2. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not permit the fence to be lifted more than 4 inches (102 mm) from grade or decking.~~
~~3. The fence shall be designed and constructed so that it does not allow passage of a 4-inch (102 mm) sphere under any mesh panel. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall be not greater than 4 inches (102 mm) from grade or decking.~~
~~4. An attachment device shall attach each barrier section at a height not lower than 45 inches (1143 mm) above grade. common attachment devices include, but are not limited to, devices that provide the security equal to or greater than that of a hook-and-eye-type latch incorporating a spring-actuated retaining lever such as a safety gate hook.~~
~~5. Where a hinged gate is used with a mesh fence, the gate shall comply with Section 305.3.6. Patio deck sleeves such as vertical post receptacles that are placed inside the patio surface shall be of a nonconductive material.~~
~~7. Mesh fences shall not be installed on top of onground residential pools.~~

~~**305.2.4.1 Setback for mesh fences.** The inside of a mesh fence shall be not closer than 20 inches (508 mm) to the nearest edge of the water of a pool or spa.~~

***** Section 305.3.3: Latch release. Change to read as follows:***

305.3.3 Latch release. For doors and gates in barriers, the door and gate latch release mechanisms shall be in accordance with the following:

1. Where door and gate latch release mechanisms are accessed from the outside of the barrier and are not of the self-locking type, such mechanism shall be located <u>not less than 54"</u> above the finished floor or ground surface<u>.</u> ~~in accordance with the following:~~

    ~~1.1. At public pools and spas, not less than 52 inches (1219 mm) and not greater than 54 inches (1372 mm).~~

    ~~1.2. At residential pools and spas, not less 54 inches (1372 mm).~~

2. Where door and gate latch release mechanisms are of the self-locking type such as where the lock is operated by means of a key, an electronic opener or the entry of a combination into an integral combination lock, the lock operation control and the latch release mechanism shall be located above the finished floor or ground surface in accordance with the following:

    2.1. At public pools and spas, not less than 34 inches and not greater than 48 inches (1219 mm).

    2.2. At residential pools and spas, at not greater than 54 inches (1372 mm).

3. At private pools, where the only latch release mechanism of a self-latching device for a gate is located on the pool and spa side of the barrier, the release mechanism shall be located at a point that is at least 3 inches (76 mm) below the top of the gate.

** **305.4 Structure wall as a barrier.** ***Delete item #6:***

305.4 Structure wall as a barrier. Where a wall of a dwelling…[initial section unchanged]

~~6. An approved means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by Item 1 or 2.~~

Chapter 5, Article 3, Division 2

Sec. 5-61 Change to read as follows:

Upon the filing of an application for a permit under this division, the building inspector shall ~~inspect~~ review the application, plans and other information furnished by the applicant to determine if such building, when moved, will comply with the zoning, building and other relevant ordinances which would be applicable at the new location. If such application meets such requirements, the building inspector shall refer such application to the city secretary for notices to be issued for a public hearing as provided in this division. If the building inspector determines that such application does not conform to such requirements, the application shall be returned to the applicant. The plan review and permit fee for a building moved in the city limits shall be the same as that for the corresponding type of new construction.

Chapter 5, ARTICLE VII. - RESIDENTIAL RENTAL REGISTRATION PROGRAM REGULATIONS

Sec. 5-203. - Registration required.

(a)Each owner of a residential rental unit within the city shall register each such rental unit with the city in accordance with procedures contained in this article. A separate registration shall be required for each rental unit for each registration. Every owner of a residential rental unit as of the date of adoption of this article shall complete an initial registration application and pay an initial registration fee as set by fee schedule ~~on or before January 1, 2019~~, and annually thereafter.

(b)Unless otherwise provided in section 5-204, each owner of a residential rental unit within the city shall make application for registration with the city and schedule an inspection of said rental unit with the building official within 30 days after the date of acquiring ownership of a rental unit or within 30 days after the date an owner of a dwelling unit converts the dwelling unit into a rental unit.

(c) unchanged…

(d)The city shall, within ~~30~~ five business days after receipt of the registration application, either ~~issue an RRCO~~ notify the owner that they may schedule the building inspection or ~~notify the owner~~ that the application does not comply with the requirements of this article.

(e)Unless otherwise provided in this article, a residential rental registration application shall be valid for each rental unit for one year, unless there is a change in ownership for that unit. A change in ownership shall be deemed to have occurred upon any of the following:

(1)Any change in the individual ownership of the unit;

(2)Any change in the ownership of any entity(s) in whose name(s) the current registration for the unit is issued; or

~~(3)Where the unit is managed by a property manager, upon any change in the individual property manager and/or the property manager's ownership; or~~

~~(4)~~

(3) Upon the dissolution of any entity(s) having ownership over the unit or upon said entity:

a.Petitioning for reorganization under the Bankruptcy Code,

b.Being adjudged bankrupt, or

c.Becoming insolvent or having a receiver appointed due to the insolvency.

(f) and (g) unchanged…

(h)No residential rental unit may be occupied by a tenant without first having a valid RRCO. It is an offense for an owner of a residential rental unit within the city to permit or allow a tenant to occupy any rental unit without first being issued a valid RRCO for the rental unit in accordance with this article. ~~If an owner is required to register more than one rental unit, t~~ The owner's failure to register any individual rental unit shall constitute a separate offense for each ~~and every day that the owner continues to fail to register a residential~~ rental unregistered unit within the city.

(i) unchanged…

Sec. 5-204. - General requirements. *Delete this section as the inspection and CO are now tied directly to the registration renewal and annual inspection.*

Sec. 2-205. - Change of ownership registration. *Delete this section as changes in ownership are covered in Sec. 5-203 and require a new registration.*

Sec. 5-206. - Inspection required upon change in occupancy. *Delete this section as inspections are now required annually regardless of when the property is rented. This allows tenants to move into recently inspected buildings on predictable timelines and have utility service established.*

Sec. 5-207. - Single, two-family (duplex) and townhouse inspections.

(a) ~~The city manager/building official, i~~ In addition to any other applicable requirement of this article, ~~shall~~ the rental inspector may inspect the interior and exterior of a rental unit after giving reasonable notice, to determine compliance with applicable state and local laws including, but not limited to, the current adopted International Residential Code and the current adopted International Property Maintenance Code. The city manager/building official or his agent shall provide written notice of the date and time that the ~~exterior~~ inspection will

be conducted. ~~Upon request and/or consent of the owner if the rental unit is vacant, or tenant(s) if the rental unit is occupied, the building official may conduct an inspection of the interior of a rental unit.~~

(b)If the owner or tenant does not allow for reasonable accommodations for a scheduled inspection of the interior and exterior of the rental property, the building official or his agent may conduct the inspection from the public right-of-way. If the owner or tenant does not provide consent for the inspection and the building official to enter onto the property to conduct the inspection, the building official shall be required to obtain a warrant prior to entry on the property.

(c)The building official or designee shall enforce the provisions of this article upon presentation of proper identification to the owner or tenant in charge of any residential rental unit and, with the owner or tenant's permission, may inspect the rental unit in accordance with this section between the hours of 8:00 a.m. and ~~6:00~~ 5:00 p.m. The building official's authority to conduct both exterior and interior inspections is subject to all limitations provided in state and federal law. If entry is refused by the owner or any occupant, or if consent to enter the rental unit could not be obtained, the building official is authorized to seek a warrant permitting the building official's entry pursuant to Vernon's Ann. Texas C.C.P. Art. 18.05, as the same may be amended from time to time. Any warrant issued will constitute authority for the building official to enter upon and inspect the premises described therein.

Chapter 8 – ELECTRICAL CODE

Sec. 8-1 Delete the section and replace with the following:

Sec. 8-1. - Adoption of national electrical code; purpose.

The 2023 edition of the National Electrical Code, as published by the National Fire Protection Association, and Chapter 27 of the International Building Code, is herewith adopted by reference and made a part of this Code for all purposes. Copies of the Electrical Code are on file at the public library and in the office of the chief building official for permanent record and inspection and are incorporated into this section as if fully set forth herein. The chief building official, or his authorized representative, is hereby authorized and directed to enforce all provisions of the Electrical Code.

Sec. 8-2 – Amendments. Delete this section

Reason: No amendments to the Electrical Code are being made by the City.

Sec. 8-4 – Electrical registration. Change the section to read as follows:

Electricians holding a currently valid ~~master electrician~~ Electrical Contractor license issued by the Texas Department of Licensing and Regulation may register in the city ~~provided that the following conditions are met:~~ in order to be eligible to apply for electrical work permits inside the city limits.

~~(1)A valid Texas master electrician license shall be shown at the time of registration, and~~

~~(2)A registration fee established by the City of Duncanville shall be paid.~~

Reason: State law has changed regarding who is authorized to pull an electrical permit, and restricts cities from charging for registration.

Sec. 8-14. – Examination and registration fees. Delete this section.

Reason: The City no longer examines Electricians and electrician registration fees are prohibited by state law.

Chapter 9, Article 4

Sec. 9-49 Change to read as follows:

There is hereby adopted by the city for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion, the certain codes and standards known as the International Fire Code, ~~2015~~ 2021 Edition, including all appendices, save and except such portions as are hereinafter deleted, modified or amended by section 9-51. A copy of said fire code and standards is now filed in the office of the city secretary, and is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this article shall take effect, the provisions thereof shall be controlling within the limits of the city and within 5,000 feet thereof, where specified therein.

Sec. 9-51 – Amendments. Delete the entire section and replace with the following:

Sec. 9-51 Amendments to the Fire Code.

The International Fire Code (IFC), 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the 2021 International Fire Code

The following sections, paragraphs, and sentences of the *2021 International Fire Code* (IFC) are hereby amended as follows: Standard type is text from the IFC. Underlined type is text inserted. ~~Lined through type is deleted text from IFC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2021 code.

***Section 102.1; change #3 to read as follows:**

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

***Section 105.3.3; change to read as follows:**

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

***Section 105.6.25; add to read as follows:**

105.6.25 Electronic access control systems. Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required for to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

****Section 107.3; delete this section in its entirety:**

~~**107.3 Permit valuations.** The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the fire code official, the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the fire code official. Final permit valuation shall be set by the fire code official.~~

***Section 202; amend and add definitions to read as follows:**

** **[B] AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

(Reason: to clarify the range of uses included in the definition)

**** [B] ATRIUM.** An opening connecting ~~two~~ three or more stories… *{remaining text unchanged}*

**** [B] DEFEND IN PLACE.** A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

****FIRE WATCH.** A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or *standby personnel* when required by the *fire code official*, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

****FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, *deflagration*, ~~or~~ *detonation*, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. *… {Remainder of text unchanged}…*

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

HIGH-RISE BUILDING. A building with an occupied floor located more than ~~75~~ 55 feet (~~22 860~~ 16 764 mm) above the lowest level of fire department vehicle access.

****REPAIR GARAGE**. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

****SELF-SERVICE STORAGE FACILITY.** Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

****STANDBY PERSONNEL.** Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

****UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model

- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

*****Section 307.1.1; change to read as follows:***

*****Section 307.1.1; change to read as follows:***

307.1.1 Prohibited Open Burning. Open burning ~~shall be prohibited~~ that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

*****Section 307.2; change to read as follows:***

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning ~~a bonfire~~. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

*****Section 307.3; change to read as follows:***

307.3 Extinguishment Authority. ~~When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.~~ The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

******Section 307.4 and 307.4.1; change to read as follows:***

307.4 Location. The location for open burning shall not be less than ~~50~~ 300 feet (~~15 240~~ 91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within ~~50~~ 300 feet (~~15 240~~ 91 440 mm) of any structure.

Exceptions: {No change.}

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within the required setback ~~50 feet (15 240 mm)~~ of a structure shall be eliminated prior to ignition.

*****Section 307.4.3, Exceptions; add Exception #2 to read as follows:***

Exceptions:

1. Portable outdoor fireplaces used at one- and two-family dwellings.
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

*****Section 307.4.4 and 5; add section 307.4.4 **Section 307.4.4 and 307.4.5; change to read as follows:***

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

*****Section 307.5; change to read as follows:***

307.5 Attendance. *Open burning*, trench burns, bonfires, *recreational fires*, and use of portable outdoor fireplaces shall be constantly attended until the… *{Remainder of section unchanged}*

*****Section 308.1.4; change to read as follows:***

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other o~~Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be ~~operated~~ located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to

exceed 100 pounds (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
2. Where buildings, balconies and decks are protected by an approved *automatic sprinkler system*, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2-1/2 pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

***Section 308.1.6.2, Exception #3; change to read as follows:**

3. Torches or flame-producing devices in accordance with Section ~~308.4~~ 308.1.3.

***Section 308.1.6.3; change to read as follows:**

308.1.6.3 *Sky Lanterns*. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a *sky lantern*.

***Section 311.5; change to read as follows:**

311.5 Placards. ~~Any~~ The *fire code official* is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 114 of this code relating to structural or interior hazards, ~~shall be marked~~ as required by Section 311.5.1 through 311.5.5.

***Section 403.4; change to read as follows:**

403.4 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.4.1 through 403.4.3.

***Section 404.2.2; add Number 4.10. to read as follows:**

4.10. Fire extinguishing system controls.

******Section 405.5; change to read as follows:***

405.5 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. {No change.}
2. {No change.}
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

*****Section 501.4; change to read as follows:***

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. , ~~such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

*****Section 503.1.1; add sentence to read as follows:***

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a 16 feet (3048 mm) wide unobstructed pathway around the external walls of the structure.

*****Section 503.2.1; change to read as follows:***

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20~~ 24 feet (~~6096 mm~~ 7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.

*****Section 503.2.2; change to read as follows:***

503.2.2 Authority. The *fire code official* shall have the authority to require ~~or permit modifications to the required~~ an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

******Section 503.2.3; change Section 503.2.3 to read as follows:***

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

*****Section 503.3; change to read as follows:***

503.3 Marking. ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE~~ Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. ~~The means by which fire lanes are designated~~ Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

*****Section 503.4; change to read as follows:***

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

*****Section 505.1; change to read as follows:***

*****Section 505.1; change to read as follows:***

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~4 inches (102 mm)~~ 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

> **Exception:** R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

*****Section 507.4; change to read as follows:***

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official*, as required ~~or approved documentation of the test shall be provided to the *fire code official* prior to final approval of the water supply system~~. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

*****Section 507.5.4; change to read as follows:***

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

*****Section 509.1.2; add to read as follows:***

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the *fire code official*. The letters shall be of a color that contrasts with the background.

******Section 605.4 through 605.4.2.2 ; change to read as follows:***

605.4 Fuel oil storage systems. Fuel oil storage systems ~~for building heating systems~~ shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.2 through 605.4.2.8 ~~or~~ and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

*****Section 807.5.2.2 and 807.5.2.3 applicable to Group E occupancies; change to read as follows:***

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached.

Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Section 807.5.5.2 and 807.5.5.3 applicable to Group I-4 occupancies; change to read as follows:

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Section 901.6.1.1; add to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

10. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

11. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

12. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

13. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.

14. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

15. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

16. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

17. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

18. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

*****Section 901.6.4; add to read as follows:***

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

*****Section 901.7; change to read as follows:***

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. … *{Remaining text unchanged}*

*****Section 903.2 Where required; Delete exception;***

~~Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 or not less than 2-hour horizontal assemblies constructed in accordance with Section 711, or both.~~

(Reason: Firefighter and public safety. Increased use of lithium ion batteries and devices have created a high hazard condition for many modern power distribution and storage systems which, when ignited, burn too hot and fast for conventional lower level fire control systems.)

******Section 903.2.4.2; change to read as follows:***

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire

area at any one time.

******Section 903.2.8; add exception:***

903.2.8 Group R

An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*.

> **Exception:** Buildings 6,000 square feet or less that are currently registered in the Duncanville Short Term Rental Program.

*****Section 903.2.9.4 and 903.2.9.5; delete Exception to 903.2.9.4 and add Section 903.2.9.5 to read as follows:***

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings ~~55~~ 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more~~, other than penthouses in compliance with Section 1511 of the *International Building Code*, located ~~55~~ 35 feet (~~16 764~~ 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

~~**Exception:**~~

~~1. Occupancies in Group F-2.~~

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code* where all of the following conditions apply:

a. The structure is freestanding.
b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking.
c. The structure does not exceed 3 stories.
d. An approved fire apparatus access road is provided around the entire structure.

****Section 903.3.1.1.1; change to read as follows:***

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}*… because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Properties less than 6,000 square feet in size that are currently registered in the city's Short Term Rental Program.

~~4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~

5. ~~Fire service access~~ Elevator machine rooms, ~~and~~ machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

******Section 903.3.1.2; change to read as follows:***

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall

be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy

meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is ~~30~~ 35 feet (~~9144~~ 10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is ~~30~~ 35 feet (~~9144~~ 10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

******Section 903.3.1.2.2; change to read as follows:***

903.3.1.2.2 Corridors and balconies ~~in the means of egress~~. Sprinkler protection shall be provided in all corridors and for all balconies. ~~in the means of egress where any of the following conditions apply:~~ *{Delete the rest of this section.}*

***Section 903.3.1.2.3; delete section and replace as follows:**

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
    - 4.1. Provide automatic sprinkler system protection.
    - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
    - 4.3. Construct the attic using noncombustible materials.
    - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
    - 4.5. Fill the attic with noncombustible insulation.

***Section 903.3.1.3; change to read as follows:**

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D and in accordance with state law.

***Section 903.3.1.4; add to read as follows:**

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

4. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
5. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
6. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

*****Section 903.3.5; add a second paragraph to read as follows:***

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective NFPA standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

*****Section 903.4; add a second paragraph after the Exceptions to read as follows:***

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*****Section 903.4.2; add second paragraph to read as follows:***

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*****Section 905.3.9; add to read as follows:***

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

3. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
4. R-2 occupancies of four stories or less in height having no interior corridors.

*****Section 905.4; change Items 1, 3, and 5, and add Item 7 to read as follows:***

1. In every required ~~interior~~ exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

   Exception: {No change.}

2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {remainder of text unchanged}

4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way ~~a~~ hose connection ~~shall be~~ located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

******Section 905.8; change to read as follows:***

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

*****Section 905.9; add a second paragraph after the exceptions to read as follows:***

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

******Section 906.1(1); delete Exception 3 as follows:***

~~3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants,~~

~~fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:~~

~~3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.~~

~~3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved~~

~~by the extinguisher manufacturer or the fire code official for vehicular use.~~

~~3.3. Not less than two spare extinguishers of equal or greater rating shall be available on-site to replace a discharged extinguisher.~~

~~3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.~~

~~3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.~~

*****Section 907.1.4; add to read as follows:***

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

*****Section 907.2.1; change to read as follows:***

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly occupancy is~~ of 300 or more persons, or where the ~~Group A~~ occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

*****Section 907.2.3; change to read as follows:***

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with

Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

2. {No change.}
1.2. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

******Section 907.2.10; change to read as follows:***

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies ~~three stories or greater in height~~ for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

*****Section 907.2.13, Exception #3; change to read as follows:***

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

*****Section 907.4.2.7; add to read as follows:***

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

*****Section 907.6.1.1; add to read as follows:***

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance

with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

***Section 907.6.3; delete all four Exceptions.**

***Section 907.6.6; add sentence at end of paragraph to read as follows:**

See 907.6.3 for the required information transmitted to the supervising station.

***Section 910.2; change Exceptions #2 and 3 to read as follows:**

2. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of 50(m*S)$^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

***Section 910.2.3; add to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m^2) in single floor area.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

   Exception: Buildings of noncombustible construction containing only noncombustible materials.

***Section 910.4.3.1; change to read as follows:**

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust.

*****Section 912.2.3; add to read as follows:***

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

*****Section 913.2.1; add second paragraph and exception to read as follows:***

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by Section 506.1.

*****Section 914.3.1.2; change to read as follows:***

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than ~~420~~ 120 feet (~~128~~ 36.6 m) in *building height*, ~~and buildings of Type IVA and IVB construction that are more than 120 feet (36.6 m) in building height,~~ required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

******Section 1006.2.1; change Exception #3 to read as follows:***

1006.2.1 Egress based on occupant load and common path of egress travel distance. Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

Exceptions:

1. {No change.}

2. {No change.}

3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

*****Section 1009.8; add Exception #7 to read as follows:***

Exceptions:

1. through 6. {No change.}

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

****Section 1010.2.5; change Exceptions #3 and 4 to read as follows:**

Exceptions:

1. {No change.}

2. {No change.}

3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. (remainder unchanged)

4. Where a pair of doors serves a Group B, F, M or S occupancy (remainder unchanged)

5. {No change.}

******Section 1030.1.1.1; add Exception#4 to read as follows:***

Exceptions:

1. through 3. {No change.}

4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials.

*****Section 1032.2; change to read as follows:***

1032.2 Reliability. Required *exit accesses, exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency ~~where the building area served by the means of egress is occupied~~. An *exit* or *exit passageway* shall not be used for any purpose that interferes with a means of egress.

*****Section 1103.3; add sentence to end of paragraph as follows:***

Provide emergency signage as required by Section 604.4.

*****Section 1103.5.1; add sentence to read as follows:***

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

*****Section 1103.5.6; add to read as follows:***

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

****Section 1103.7.7; add to read as follows:**

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

******Section 1203; change and add to read as follows:***

1203.1.1 {No change.}

1203.1.2 {No change.}

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.1.4 {No change.}

1203.1.5 Load Duration. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

1203.1.6 through 1203.1.9 {No changes to these sections.}

1203.1.10 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

1203.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.~~18~~26 or elsewhere identified in this code or any other referenced code.

1203.2.1 through 1203.2.3 {No change.}

1203.2.4 Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Malls, Section 907.2.20 and 914.2

Group A Occupancies, Sections 907.2.1 and 907.5.2.2

Special Amusement Areas, Section 907.2.12 and 914.7

High-rise Buildings, Section 907.2.13 and 914.3

Atriums, Section 907.2.14 and 914.4

Deep Underground Buildings, Section 907.2.19 and 914.5

1203.2.5 through 1203.2.14 {No change.}

1203.2.15 Means of Egress Illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.16 Membrane Structures. Emergency power shall be provided for *exit* signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

1203.2.17 {No change.}

1203.2.18 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, *International Building Code*, Section 402.7

Atriums, *International Building Code*, Section 404.7

Underground Buildings, *International Building Code*, Section 405.8

Group I-3, *International Building Code*, Section 408.4.2

Stages, *International Building Code*, Section 410

Special Amusement Areas (as applicable to Group A's), *International Building Code*, Section 411

Smoke Protected Seating, Section 1030.6.2

1203.2.19 {No change.}

1203.2.20 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.

1203.2.21 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

1203.2.22 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.7.2.

1203.2.23 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

1203.2.24 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

1203.2.25 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.11, Item 7.

1203.2.26 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for *means of egress* illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

1203.3 through 1203.6 {No change.}

*****Section 2304.1; change to read as follows:***

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be ~~conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be~~ in accordance with ~~Section 2204.3.~~ the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

*****Section 2401.2; delete this section in its entirety.***

***Section 3103.3.1; delete this section in its entirety**

(Reason: This section requires a fire sprinkler system to be installed in temporary tents and membrane structures, which is not a reasonable or enforceable requirement for a temporary use. A fire watch or fire alarm system is a more advisable approach for such occupancies that are only temporary in nature.)

***Table 3206.2, footnote h; change text to read as follows:**

h. ~~Not required~~ Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

***Table 3206.2; add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:**

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the *International Building Code* shall be used to divide high-piled storage exceeding 500,000 square feet in area.

****Section 3311.1; change to read as follows:**

Section 3311.1 Required access. Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within ~~100~~ 50 feet (~~30 480~~ 15 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign.

***Section 5601.1.3; change to read as follows:**

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, the storage and handling of fireworks as allowed in Section 5604 and 5608.

~~2. Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
~~3.~~2. The use of fireworks for approved fireworks displays as allowed in Section 5608.

~~4. The possession, storage, sale~~ … *{Delete remainder of text.}*

***Section 5703.6;** add sentence to end of paragraph to read as follows:*

An *approved* method of secondary containment shall be provided for underground tank and piping systems.

***Section 5704.2.11.4; change to read as follows:*

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 ~~and 5704.2.11.4.2~~ through 5704.2.11.4.3. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

***Section 5704.2.11.4.2; change to read as follows:*

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

***Section 5704.2.11.4.3; add to read as follows:*

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

***Section 5707.4; add paragraph to read as follows:*

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

***Section 6103.2.1.8; add to read as follows:**

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

***Section 6104.2; add Exception 2. to read as follows:**

Exceptions:

1. *{existing text unchanged}*

2. Except as permitted in Sections 308 and 6104.3.3, LP-gas containers are not permitted in residential areas.

***Section 6104.3.3; add to read as follows:**

6104.3.3 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

***Section 6107.4 and 6109.13; change to read as follows:**

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with ~~NFPA 58~~ Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

~~**Exception:** Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

{Appendix B Fire-Flow Requirements For Buildings amendments}

****Table B105.2; change footnote a. to read as follows:***

a. The reduced fire-flow shall be not less than ~~1,000~~ 1,500 gallons per minute.

{Appendix D Fire Apparatus Access Roads amendments}

****Section D102.1; change to read as follows:***

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to ~~75,000~~ 85,000 pounds (~~34 050~~ 38 556 kg).

****Section D103.4; change to read as follows:***

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4

REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	~~20~~ 24	None required
151–500	~~20~~ 24	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501–750	26	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

******Section D103.5; change Item 1 to read as follows:***

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than ~~20~~ 24 feet (~~6096~~ 7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

******Section D103.6; change to read as follows:***

D103.6 ~~Signs.~~ Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

~~Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent "NO PARKING—FIRE LANE" signs complying with Figure D103.6, or other approved method. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.~~

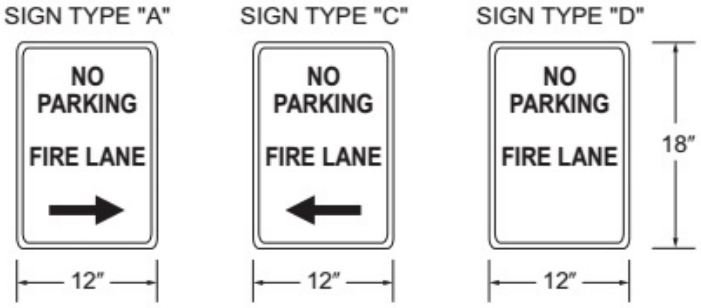


FIGURE D103.6

FIRE LANE SIGNS

Section D103.6.1 and D103.6.2; delete sections as follows:

~~**D103.6.1Roads 20 to 26 feet in width.** *Fire lane* signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).~~

~~**D103.6.2 Roads more than 26 feet in width.** *Fire lane* signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).~~

Section D104.3; change to read as follows:

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

Section D105.3; change to read as follows:

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be *approved* by the *fire code official*.

Section D106.3; change to read as follows:

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

Section D107.2; change to read as follows:

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

{Appendix L Requirements For Fire Fighter Air Replenishment Systems amendments}

Section L101.1; change to read as follows:

Section L101.1 Scope. Fire fighter air replenishment systems (FARS) shall be provided in accordance with this appendix in new buildings when any of the following conditions occur:

1. Any new building 5 or more stories in height.

2. Any new building with 2 or more floors below grade.

3. Any new building 500,000 square feet or more in size.

Each stairwell shall have a supply riser. SCBA fill panels shall be located on odd numbered floors commencing at the first level in the primary stairwell and on even numbered floors commencing at level 2 in the remaining stairwells. Fill panels in buildings over 500,000 square feet shall be located adjacent to each standpipe connection.

~~The adopting ordinance shall specify building characteristics or special hazards that establish thresholds triggering a requirement for the installation of a FARS. The requirement shall be based on the fire department's capability of replenishing fire fighter breathing air during sustained emergency operations. Considerations shall include:~~

~~1. Building characteristics, such as number of stories above or below grade plane , floor area, type of construction and fire-resistance of the primary structural frame to allow sustained fire-fighting operations based on a rating of not less than 2 hours.~~

~~2. Special hazards, other than buildings, that require unique accommodations to allow the fire department to replenish fire fighter breathing air.~~

~~3. Fire department staffing level.~~

~~4. Availability of a fire department breathing air replenishment vehicle.~~

******Section L104.13.1; delete this section in its entirety.***

******Section L104.14; add paragraph to read as follows:***

The external mobile air connection shall be located with approved separation from the Fire Department Connection (FDC) to allow functionality of both devices by first responders; shall be visible from and within 50 ft. of a fire apparatus access road along an unobstructed path; and shall be located in an approved signed, secured cabinet.

Chapter 12, Article 1. - IN GERNERAL

Sec. 12-9. - Occasional sales.

(a) unchanged…

(b) Occasional sales shall not exceed ~~two in number during any six-month~~ one in number in any 90-day period, and the duration of each such sale shall not exceed four consecutive calendar days.

(c) through (e) unchanged…

Chapter 12, Article 2 FOOD AND FOOD ESTABLISHMENT SANITATION

Sec. 12-14 – Adoption of rules on food establishment sanitation. *Change to read as follows:*

The administrative rules based on the FDA Food Code as adopted by the Texas ~~state~~ Department of State Health, ~~October 11, 2015~~ August 8, 2021, by 25 Texas Administrative Code § 228 ~~.1—228.278~~, Texas ~~Retail~~ Food Establishment Rules, are hereby incorporated herein and adopted by reference as the food establishment sanitation regulations of the city, and a copy of said rules shall be kept on file ~~in~~ at the ~~office of the city secretary~~ public library, and are hereby made a part of this Code for all purposes, the same as if fully copied herein. Where the Texas Food Establishment Rules refer to a section of the FDA Food Code, the most current version of the FDA Food Code shall govern.

Exemption: Temporary Food Vendor Permits. – Temporary food vendors need not comply with Chapter 12, Article 2 of this code per §228.222(a), nor the remainder of §228.222 of the Texas Food Establishment Rules, or the remainder of the FDA Food Code, provided that items 1-7 below are met. Failure to comply with these requirements may result in the immediate suspension of the permit and assessment of penalties as provided by the Texas Health and Safety Code, Chapter 437.

1. Food shall be in sound condition.
2. Meat and poultry products shall be cooked to the following minimum internal temperatures: Poultry-165°F, Ground Meats-155°F, Pork-145°F, and other Meats-145°F.
3. Time/temperature control for safety (TCS) foods (i.e., foods which consist in whole or in part of milk or milk products, eggs, cut tomatoes, cut melon, raw seed sprouts, cooked vegetables, meat, and seafood) shall be held at 41°F or lower, or at 135°F or above.
4. An accurate food temperature thermometer (metal stem) shall be used to monitor the proper internal cooking and holding temperatures of TCS foods.
5. Packaged foods shall not be stored in direct contact with standing water.
6. An application shall be submitted, the required fee paid, and the permit issued before operating under a Temporary Food Permit. No more than one such permit may be applied for within any 90 day period. Each permit issued is only valid for the event, up to ten days in length, for which it was issued.
7. Food service workers wear clean plastic gloves while handling food.

Sec. 12-16. - Valid health certification required.

No person shall operate a food establishment who does not have a valid health certificate issued to ~~him~~ them by the regulatory authority. Only a person who complies with the requirements of this article shall be entitled to receive or retain such a health certificate. Health certificates are not transferable. A valid health certificate shall be posted in every food establishment in the city. A food establishment does not include an establishment that offers only prepackaged foods that are not time/temperature controlled for safety food, a produce stand that only offers whole, uncut fresh fruits and

vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a bed and breakfast limited facility, or a private home that receives catered or home-delivered food.

Exception: A Mobile Food Vendor, and a Small-scale Food Business earning $1,500,000 or less per year in gross sales from food service, is exempt from obtaining a City Health Certificate and City Health Inspections provided that they hold a valid state-issued permit or food manufacturing license.

Sec. 12-17. – Issuance of health certificate. *Replace paragraph g with the following:*

(a) Any person desiring to operate a food establishment which is not exempted from local permitting requirements under state law shall make written application for a health certificate on a form provided by the regulatory authority. Such application shall include the name and address of each ~~applicant~~ business owner, the location and type of proposed food establishment, a full menu of food items to be served, a copy of their state-issued Food Facility Health Permit, a copy of their state-issued Seller's Permit including their Texas taxpayer number issued by the Texas Comptroller of Public Accounts, a copy of their state-issued Certified Food Managers Certificate for the person responsible for the business, and the signature of the ~~applicant~~ owner or owner's representative.

(b) Prior to approval of an application for a health certificate, the regulatory authority shall ~~inspect~~ review the application ~~proposed food establishment~~ to determine compliance with the requirements of this article.

(c) The regulatory authority shall issue a health certificate to the applicant if ~~upon inspection the proposed food establishment~~ the application complies with the requirements of this article.

(d) All persons desiring to operate any food establishment in the city shall pay a health certificate fee as established by resolution of the city council as it may determine from time to time. All food establishments will be classified as follows:

(1) Class 1A shall include but not be limited to ~~full service~~ fixed restaurants and fast food restaurants ~~with dining area~~, cafeterias, food stores, and ~~supermarkets without a deli/bakery located in the store~~. Facilities preparing food for individual portions for the public.

(2) Class 2A shall include but not be limited to ~~supermarkets with a deli/bakery located in the store, deli/bakery located in supermarkets, fast food establishments, small retail establishments (such as convenience stores, variety stores, video stores, mobile vendors, etc.), day care facilities and schools (private and public)~~ School Food Establishments operated on a for-profit basis by a private contractor.

(3) Class 3A shall include but not be limited to ~~seasonal establishments~~ Institutional Food Service including Hospitals, Correctional Facilities, Schools, Commissaries, and other large institutional kitchens.

(4) Class 4A shall include but not be limited to Seasonal Establishments including concession stands, amusement parks, and summer feeding programs.

Exception: Small-scale food businesses generating $1,500,000 gross food sales per year, and mobile food vendors are exempt from requiring a City issued permit or inspections and are permitted and regulated directly by the Texas Department of State Health Services according to House Bill 2844.

~~(e) All large retail stores will be assessed separate permit fees as established by resolution of the city council as it may determine from time to time for each operational function.~~

~~(f)~~

(e) ~~All f~~ Food establishments ~~will~~ may be assessed a ~~recheck~~ reinspection fee as established by resolution of the city council as it may determine from time to time for each ~~recheck~~ reinspection conducted.

~~(g)~~

(f) Each individual temporary food establishment that is not exempted under item (d) above, will be assessed ~~a~~ permit fees as established by resolution of the city council as it may determine from time to time. Each permit issued is only valid for the event for which it was issued.

(h)

(g) ~~All food establishments will pay the required fee.~~ In the event a food establishment has a change of ownership, a new application for a health certificate shall be required.

~~(i)~~

(h) All food establishments shall pay late fees as established by resolution of the city council as it may determine from time to time.

~~(j) The regulatory authority may, after providing opportunity for a hearing, close a food establishment if the owner of the establishment, or the person in charge, does not comply with the requirements of this article, or if the operation of the establishment does not comply with this article. Prior to closure, the regulatory authority shall notify, in writing, the owner or the person in charge of the specific reason for which the establishment is to be closed at the end of the ten days following the service of such notice. An opportunity for a hearing will be provided if a written request for a hearing is filed by the owner or person in charge with the regulatory authority within the ten-day period following the date on the notice. If a request for a hearing is received within the ten-day period, a hearing shall be held within 20 days following receipt of the request. If no request for a hearing is filed within the ten-day period, the closure of the food operation is sustained.~~

Sec. 12-18. – Suspension of health certificate. *Add subsection (c) as follows:*

(a) – (b) unchanged…

(c) The regulatory authority may, without warning, prior notice, or hearing, close to the public and suspend the allowed use of, the public dining area inside a food establishment when the dining area or its associated sanitary facilities are found to be substandard, allowing

the entry of pests, lacking proper sanitary provisions for the public, or constituting a health risk. In such cases where affected portions of the building can be physically and mechanically isolated from the food service production areas, including any drive-thru or pick-up areas, the dining area may be closed and the allowed use suspended until such affected areas of the building are repaired, inspected, and approved. Suspension is effective immediately and the dining areas shall be immediately closed, and physically and mechanically isolated. Whenever a dining area is closed to the public, the holder of the health certificate or the person in charge shall be informed in writing that the certificate of occupancy for the dining area is immediately suspended, and that an opportunity for a hearing will be provided if a written request is filed with the regulatory authority. The holder of the health certificate or the person in charge must file a written request for a hearing within ten days following the closure. If a request for a hearing is received within the ten-day period, a hearing shall be held within 20 days of receipt of the request. If the outcome of the hearing overturns the decision of the Building Official, the suspension and closure notice will be lifted immediately. The regulatory authority may end the suspension at any time if the reasons for the suspension no longer exist.

Sec. 12-25. – Report of inspections. *Change the following to allow digital record keeping and posting of health reports and scores online.*

Whenever an inspection of a food establishment or a commissary is made, the findings shall be recorded on ~~the~~ a digital inspection report ~~form issued by~~ based on the report published by the state department of health, entitled “Retail Food Establishment Inspection Report”, described in the rules adopted hereby and available from the state department of health. The inspection report form shall summarize the requirements of this article and shall set forth a weighted point value for each requirement. Inspection remarks shall be written to reference, by section number, the section of the rules or the article violated and shall state the correction to be made. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from 100. A copy of the completed inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available online ~~for~~ to the public. ~~disclosure to any person who requests it according to law.~~

Sec. 12-28. - Submission and review of plans.

When a food establishment is constructed or extensively remodeled, ~~and~~ when an existing structure that did not previously contain a food service area is converted to use as a food establishment, when a food establishment’s use increases to a higher health code classification due to menu or fixture changes, or when a higher customer volume or occupancy that requires additional requirements under the building or fire codes occurs, properly prepared plans and specifications for such

construction, remodeling or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans and construction material of work areas, and the type and model of proposed fixed equipment, cooking and refrigeration equipment, and facilities. The regulatory authority shall approve the plans and specifications if they meet the requirements of this article and of the rules adopted hereby. No food establishment, except a temporary food establishment, shall be constructed, remodeled or converted except in accordance with the plans and specifications approved by the regulatory authority. The regulatory authority shall inspect the food establishment, other than temporary establishments, prior to the start of operations to determine compliance with the approved plans and specifications and with the requirements of this article and the rules.

Sec. 12-30. – Classification of establishments. *Delete this section.*

Reasoning: This classification conflicts with the classification of food establishments are already listed in Section 12-17(d) which is the correct classification under state law and that corresponds to the Master Fee schedule.

Sec. 12-31. – Minimum construction standards. *Delete this section.*

Reasoning: The minimum construction standards are already adopted in the Texas Food Establishment Rules, the FDA Food Code, and the Building Code.

Sec. 12-32. - Application of minimum construction standards; effective dates. *Delete this section.*

Reasoning: The minimum construction standards are already adopted in the Texas Food Establishment Rules, the FDA Food Code, and the Building Code.

Chapter 12, Article 20 – SALE OF ALCOHOLIC BEVERAGES

Sec. 12-202. - City permit/revocation.

(a) through (h) unchanged…

Exception: The City may not also charge a fee under Section 11.38 or 61.36 of the Texas Alcoholic Beverage Code, if the premises is a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment that has already paid a fee to operate to the department or to any county, municipality, or public health district for issuance of an alcoholic beverage permit or license for the premises.

Chapter 14 – PLUMBING, FUEL GAS, AND MECHANICAL CODES

DIVISION 1 – PLUMBING CODE

Chapter 14, Division 1

Sec. 14-1 Change to read as follows:

The International Plumbing Code, ~~2015~~ 2021 Edition~~, adopted by the International Code Council with amendments contained therein, and excluding all appendices attached thereto and except as modified and amended herein,~~ is herewith adopted by reference and made a part of this Code for all purposes. A copy of this Code with approved amendments shall be maintained at all times ~~in the office of the city secretary~~ at the public library and in the office of the chief building ~~inspector~~ official.

Reasoning: To update the ordinance to refer to the newly adopted code editions and the locations of the printed codes for the public to view. The library is a better location to house the set of code books for the public to review; they will not be loaned out.

Sec. 14-2 – Amendments. Delete this section and replace with the following:

Sec. 14-2 – Amendments.

City of Duncanville Amendments to the 2021 International Plumbing Code

The following sections, paragraphs, and sentences of the *2021 International Plumbing Code* are hereby amended as follows: Standard type is text from the IPC. Underlined type is text inserted. ~~Lined through~~ ~~type is deleted text from the IPC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021 edition of the code.

******Table of Contents, Chapter 7, Section 713; change to read as follows:***

713 Engineered ~~Computerized~~ Drainage Design . . . . ~~69~~ 7-12

******Section 305; change to read as follows:***

305.1 Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material ~~plastic~~. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

*****Section 305.4.1; changed to read as follows:***

305.4.1 Sewer depth. ~~Building sewers that connect to private sewage disposal systems shall be a minimum of [number] inches (mm) below finished grade at the point of septic tank connection.~~ Building sewers shall be a minimum of 12 inches (304 mm) below grade.

*****Section 413.4; change to read as follows:***

413.4 Required location for floor drains ~~Public laundries and central washing facilities.~~ Floor drains shall be installed in the following areas:

1. In public laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.

2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the Code Official may accept floor sinks.

3. Public restrooms.

Section 703.6; Delete

*****Section 704.5; added to read as follows:***

***704.5* Single stack fittings.** Single stack fittings with internal baffle, PVC schedule 40 or cast-iron single stack shall be designed by a registered engineer and comply to a national recognized standard.

******Section 712.4.3; add Section 712.4.3 to read as follows:***

712.4.3 Dual Pump System. All sumps shall be automatically discharged and, when in any "public use" occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

*****Section 713, 713.1; change to read as follows:***
SECTION 713

ENGINEERED ~~COMPUTERIZED~~ DRAINAGE DESIGN

713.1 Design of drainage system. The sizing, design and layout of the drainage system shall be ~~permitted to be~~ designed by a registered engineer using *approved* ~~computer~~ design methods.

******Section 903.1.1; change to read as follows:***

903.1.1 Roof extension unprotected. Open vent pipes that extend through a roof shall be terminated not less than six (6) inches (152 mm) above the roof on the highest side of the vent. {Remainder unchanged}

****Section 1109; delete this section.**

******Section 1202.1; change to read as follows:***

Nonflammable medical gasses. Nonflammable medical gas systems, inhalation anesthetic systems, and vacuum piping systems shall be installed, tested, inspected, and labeled in accordance with NFPA 99 and State law.

DIVISION 2 – FUEL GAS CODE

Chapter 14, Division 2

Sec. 14-3 Delete section and replace with the following:

Sec. 14-3. – Fuel Gas Code - Adopted.

The International Fuel Gas Code, 2021 Edition, is hereby adopted and made a part hereof for all purposes, the same as if fully copied in full herein, with the exception of such sections hereof, which are hereafter deleted, modified or amended.

Sec. 14-4. Amendments. Delete section and replace with the following:

Sec. 14-4. Amendments.

City of Duncanville Amendments to the
2021 International Fuel Gas Code

The following sections, paragraphs, and sentences of the *2021 International Fuel Gas Code* are hereby amended as follows: Standard type is text from the IFGC. Underlined type is text inserted. ~~Lined through type is deleted text from IFGC.~~ A double asterisk at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk identifies a new or revised amendment with the 2021 code.

*****Section 401.5; add a second paragraph to read as follows:***

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING

1/2 to 5 psi gas pressure

Do Not Remove"

***Section 404.12; change to read as follows:**

404.12 Minimum burial depth. Underground piping systems shall be installed a minimum depth of ~~12~~ 18 inches (~~305~~ 458 mm) top of pipe below grade, ~~except as provided for in Section 404.12.1~~.

404.12.1 Delete in its entirety.

****Section 406.4; change to read as follows:**

406.4 Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure. Spring type gauges do not meet the requirement of a calibrated gauge.

DIVISION 3 – MECHANICAL CODE

Chapter 14, Division 3

Sec. 14-5 Delete section and replace with the following:

Sec. 14-5. – Mechanical Code - Adopted.

The International Mechanical Code, 2021 Edition, is hereby adopted and made a part hereof for all purposes, the same as if fully copied in full herein.

Sec. 14-6. Amendments. *Delete this section*

Reason: No amendments to the Mechanical Code are being made by the City.

Chapter 20, Article 9 FATS, OILS, AND GREASE (FOG)

Sec. 20-127. - Installation and maintenance requirements.

(a) *Installations.*

(1)New facilities. Food processing~~,~~ and food service ~~and/or multi-family~~ facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility~~,~~ where such facility did not previously exist, and when a food establishment's service intensity increases due to menu or fixture changes, including when a higher customer volume or occupancy requires additional plumbing, building, or fire codes requirements, such facility shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes or other applicable ordinances. Grease traps/interceptors shall be installed and inspected prior to issuance of a new certificate of occupancy.

(2)All grease trap/interceptor designs must be ~~sealed by a State of Texas MEP Engineer in accordance with the latest adopted edition of the International Plumbing Code~~ designed based on a completed TCEQ Worksheet for Grease Trap Sizing, which shall be submitted with the application for a building permit and CO.

…remainder of Sec. 20-127 is unchanged.

City of Duncanville

BUILDING AND FIRE CODES UPDATE

AUGUST 19, 2025

JOSHUA MCCONNELL, BUILDING OFFICIAL
DAVID CARPENTER, FIRE MARSHAL

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

GOALS AND OUTCOMES

- Improve the City's ISO (*Public Protection Classification*) and BCEGS (*Building Code Effectiveness Grading Schedule*) ratings, which are to be reviewed in October 2025
  - Adopting either of the 2 most current building & fire codes contributes 5% to our ISO rating and 40% of our BCEGS rating
- Code amendments are based on NCTCOG (North Central Texas Council of Governments) amendments, with some local modifications
  - The new codes address new technologies, risks, and state-imposed limitations

MAJOR CHANGES – FIRE CODE

- 2021 Fire Code with NCTCOG Amendments
  - New requirements for Energy Storage Systems (ESS)
  - Improvements in Emergency Responder Communication Coverage inside buildings
  - Reorganization of hazardous materials provisions
  - New provisions for cannabis processing where allowed
  - Building height thresholds for sprinkler and safety requirements based on Duncanville fire apparatus capability

MAJOR CHANGES – BUILDING CODE

- 2021 Building Code with NCTCOG Amendments
  - Newly adopted Swimming Pools and Spa Code moves pool barrier requirements into this code. *Ch.5,Art.1,Sec.5-7*
  - New requirements for Energy Storage Systems (ESS) - Texas law does not allow requiring fire sprinklers in houses, which would be required for an ESS. New requirement for a safety cabinet and 2-hour fire separation from house. *IRC R301.1.5*
  - Higher design standards for large Assembly areas *IBC 1604.5*
  - New roof loads for occupied roofs *IBC Table 1607.1*
  - Grab bar blocking in SFD entry level bathrooms *IRC R307.3*
  - Code coordination for rooftop solar panels *IBC & IFC*

MAJOR CHANGES – HEALTH CODE

- Food Trucks, Push Carts, & Food Producer outlets < $1.5M
  - We are no longer allowed to permit or inspect these types of establishments, and the State is assuming control over them
- Health Fees- *Fee Schedule Items 143 - 150*
  - For the businesses that we are still allowed to regulate, our requirements and fees must not be greater than the State's
- Temporary Food Permit- *Ch.12,Art.2,Sec.12-14*
  - Simplified permit process and requirements, and no required Inspection before the event
- Grease Traps- *Ch.20,Art.9,Sec.20-127*
  - Plan Review & Sizing now per Building Official & FOG Program Administrator

MAJOR CHANGES - RENTALS

- Long Term Rentals *Ch.5,Art.7,Sec.5-203*
  - Confusing 2 step process reduced to one step; all units inspected annually at renewal instead of at renter move-in
- Short Term Rentals *Ch.9,Art.4,Sec.9-51,F903.3.1.1.1*
  - STR's 6,000 square feet or less, 5 or fewer guest rooms, & 10 or fewer occupants can require a monitored alarm instead of a fire sprinkler system
  - STR's with full-time on-site owners are considered 'Lodging Houses' and don't require monitored alarm or fire sprinkler

FURTHER CONSIDERATION

- Short Term Rentals
  - Look at language in the ordinance about enforcement, specifically about being an offence to advertise for short term rent a property that is not in the STR program. World Cup is coming in 2026 and we want to be ahead of this
- Consider Explosives Ordinance
  - We received an ATF Explosives manufacturing request but the City does not have specific Ordinances about Explosives
  - Pasadena, TX has a good example

Thank you. Any Questions?
DUNCANVILLE
TEXAS
FIRE
MARSHAL
OFICIAL
CODE
UPDATES

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Danieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

Vision Statement:

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

STAFF RESPONSIBLE:
Victor M. Barrera, Economic Development Director

BACKGROUND/HISTORY:
City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Danieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

POLICY EXPLANATION:
City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Danieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 19 Aug 2025

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

Vision Statement:

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

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:
Robert Hager, City Attorney

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

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

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, July 15, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, July 15, 2025, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Pro Tem DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember 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 Interim City Manager Abernethy reviewed each item.

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

Briefing Session was adjourned at 6:57 p.m.

A. ***2025 Bond Committee Report and Recommendations to City Council***

Presented by Patrick Harvey, President of the DCEDC and Chair of the Duncanville Citizen Bond Advisory Committee. Mayor Pro Tem Gooden asked how we will be able to do these bond projects without change orders if the previous bond projects were over 3.5 million over budget. Assistant Public Works Director Shahad Mohammad responded that with the design-build, the engineer and construction work closely together to help avoid the need for change orders. As well as developing good contingencies and cost estimates. She then asked when the first payment would be due. Mr. Harvey responded that bond payments are made twice a year, usually in February and August of 2026, as interest payments. Mayor Pro Tem Gooden asked what other items were considered and why we only ended up with two projects. Mr. Harvey reported that the previous bond contained several projects, and this time we wanted to focus on the two main projects that are most important to citizens. Councilmember McBurnett asked about the change orders for the Fire Station and Danieldale Road Improvement. Chief Procurement Officer Elton Brock reported there were twenty-seven (27) change orders on this project. Concerning the Danieldale improvement project, Public Works Director Matt Bryant reported that there were several change orders and overages to the Danieldale project. Councilmember Pennebaker asked about the timeline. Mr. Harvey reported that this initiative is a work in progress. If the bonds are approved, the following few weeks will be to develop a timetable for the construction and design-build. Ms. Mohammad reported that the contingency is usually twenty percent taking into account inflation and overruns. She recommended adding this to the cost of the project so that we do not have to come back and request more money.

EXECUTIVE SESSION

Councilmember Koontz requested an executive session under Section 551.071 of the Texas Government Code, for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda.

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The Executive Session was called into session at 6:58 p.m. and City Attorney Hager read the item into record.

The Council closed the Executive Session at 7:19 p.m.

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

The City Council convened into Regular Session in the Council Chambers at 7:27 p.m. with Mayor Contreras presiding.

Pastor Sherrill Stiles with Trinity Church of Nazarene delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***
Mayor Contreras gave honor to Dorothy Wolverton on her recent passing.

B. ***Councilmembers' Reports***
Councilmember McBurnett reported on the great Independence Day event on July 4th and upcoming events in the city, with Duncan Switch this weekend and the July 22nd Block Party. Mayor Pro Tem Gooden commended the Events Planner, Devon Handley, on the success of the July 4th event. She also praised the Texas Fades Barber Shop and Big Mike's Barber Shop in Duncanville, as well as Xela Bistro, who provided tonight's dinner.

C. ***City Manager's Report.***
Interim City Manager Abernethy commented on the success of the Coffee with a Cop event. He also commented on the great work of the Public Works department.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Proclamation designating July as Parks and Recreation Month.***
Read by Parks and Recreation Director Bart Stevenson and presented to the Parks Department staff.

3. CITIZENS' INPUT

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

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

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

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

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

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

Draft

Barbara Owens
1526 Natalie Lane
Backyard trash

4. CONSENT AGENDA

A. ***Consider the Minutes for the June 17, 2025, and July 1, 2025, City Council Regular Meeting and June 10, 2025, and June 26, 2025, Special Called Meetings.***

B. ***Consider a Resolution suspending the July 31, 2025 effective date of the Oncor rate increase for the maximum period permitted.***

RES 2025-498

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

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. ***Conduct a public hearing (Case# ZONE-2025-00006) for consideration and action regarding the request of Keaton Mal, applicant, for a Specific Use permit "SUP" for the use Fuel Pumps on, Amalgamated Properties, Block 1, Lot 1, approximately 1.7604 acres, more commonly known as 615 South Cockrell Hill Road, City of Duncanville, Dallas County, Texas.***
Presented by Brennan Kane with Ollson Consulting representing the Planning and Zoning Department.

Mayor Contreras opened the public hearing at 7:53 p.m.
Spoke in support:
Mark Cooks 1106 Bradley

Emily Bridges 418 Oleander

Kay Bateman 422 Blanco St.

Spoke in Opposition:
Amy Robledo 911 Eisenhower Dr.

Greg Zylka 1319 Green Tree

Sarah Koontz 224 Creekwood

Erika Browning 442 E. Cherry St.

In Opposition (did not speak)
Christopher Price 214 Cliffwood Dr.

Councilmember Don McBurnett made a motion to close the public hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

Mayor Contreras closed the public hearing at 8:02 p.m.

Councilmember Cherry-Brown asked if there was a plan to put electric vehicle charging stations at this location. The applicant reported they did not have a plan for them at this time, but are looking to add them.
Councilmember Koontz stated that there are already four gas stations within a mile of this location. He would be looking to add a business that is more of a gateway to the city; a gas station would seem like a step backward.

Draft

Councilmember Don McBurnett made a motion to approve the item with conditions, Councilmember Jeremy Koontz seconded the motion. The vote was cast 0 for, 7 against (Mayor Pro Tem DeMonica Gooden, Councilmember Joe Veracruz, Councilmember Don McBurnett, Councilmember Jeremy Koontz, Councilmember Karen Cherry-Brown, Mayor Greg Contreras, and Councilmember Kyle Pennebaker).

FAILED

C. ***Conduct a public hearing (Case# ZONE-2024-00013) for consideration and action regarding the request of Brian Nelson, Applicant, representing Life School for a zoning change from SF-13 to Planned Development (PD) for the construction of a Educational Facility on Keystone Place, Block 1, Lots 1, ACS 6.005, more commonly known as 1600 South Cockrell Hill Road and Nel A Ayers, Abstract 11, Tract 9, ACS 99.265, more commonly known as 1000 East Daniedale Road, in the City of Duncanville, Dallas County, Texas.***

Presented by Brennan Kane with Ollson Consulting for the city. Brian Nelson with HKS Architects and Brian Dahlberg with Life School presented for the applicant.

Attorney Hager advised the council to take a motion to suspend the rules as they pertain to public hearings to allow one hour in support and one hour in opposition.

Councilmember Don McBurnett made a motion to suspend the rules as read by Attorney Hager, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

Mayor Contreras opened the public hearing at 8:14 p.m.

Spoke in support:
Chad Roark 1207 Candlelight
Natacia Ruiz 617 Dartmoth Dr., DeSoto
Edward Perry 824 Canyon Pl., DeSoto
Charles Roark 1207 Candlelight
Emily Bridges 418 Oleander
Erika Browning 442 E. Cherry St.
Jason Ruiz 617 Dartmoth Dr., DeSoto

In support (did not speak)
Scott Thrush 417 Mont Delier
Candace Johnson 433 Lamb Ln.
Cassandrea Suitere 670 Hayworth Ave.
Kim Riepe
Shawn Thomas 420 Foxtail Ct.
Brent Wilson 1417 Plyn Creek Dr., Midlothian
Yvonne Horton 1202 S. Duncanville, Cedar Hill
Stephanie Colwell 418 Victorran Dr.
Jennifer Morris Wilson 200 Lake Creek Dr., Mabank
Jerry Messer 378 Lakeview Cir
Sharon Messer 378 Lakeview Cir
Diana Maturino 132 East Willa Rd.
Joy Shepherd 614 Lonesome Dove
Melissa Brown 6040 Castle Way
Eddie Davis 12542 FM 157, Maypearl
Melissa Parham 350 Spring Branch Ln
Devonne Hutson 145 Mabry
Syesha Roark 1207 Candlelight Ave.
Sharon Williams 1511 Cressant Ln.
Tamila Bufford 6311 Concerto Ln

Spoke in opposition:
Nesa Sasser 1531 McArthur Dr.
Aris Preston 1503 McArthur Dr.
Hugh Belton 1530 Halsey Dr.

Draft

Marsha Potts 947 Fairway
Alicia Brown Young 1503 Halsey Dr.
Chandler Magann 1118 Bradley Dr.
Jason Borton 1114 Bradley Dr.
Mark Cooks 1106 Bradley Dr.
Blenda Johnson 930 Fairway Dr.
Keisha Ware 1814 Richlen Way
Ruth Garuba 1316 Scott Dr.
Virginia Brown 1135 Nimitz Dr.
Terry Wynn 1131 Nimitz Dr.
Dr. Simmonds 939 Fairway Dr.
William T. Maye 1515 McArthur Dr.
Greg Zylka 1319 Green Tree
Kendra Peoples 1511 Marshall Dr.
Karen Morado 2045 Desoto

In opposition (did not speak):
Torana Wright 1510 McArthur Dr.
Kai Williams 1506 McArthur Dr.
Laura Paige-Scott 1506 McArthur Dr.
Adrian Preston 1503 McArthur Dr.
James Tetteh 939 Fairway Dr.
Cozea Stephens 303 Tanglewood
Hazel Ingram 950 Fairway Dr.
Sandra Johnson 711 Cliffwood Cir.
Wayne Johnson 711 Cliffwood Cir.
Charlotte Winters 1530 Marshall Dr.
James Wright 1510 McArthur Dr.
Terri Wynn 1131 Nimitz Dr.
Tonya Lewis 1502 McArthur Dr.
Camaron Wynn 1131 Nimitz Dr.
Lauren Magann 1118 Bradley Dr.
Emily Lindsay 1425 Peak St., Cedar Hill
Julia Magann 1118 Bradley Dr.
Yasmin Thomas 1518 Marshall
E Lawence Smith 1507 Halsey Dr.
Stephanie Smith 1507 Halsey Dr.
Cheri Marchant-Armstrong 1821 Richlen Way, DeSoto
Cortney Armstrong 1821 Richlen Way, DeSoto
Tedra DeBritto-Williams (email)

Councilmember Don McBurnett made a motion to close the public hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

Attorney Hager advised the council that there are two provisions in the law that require a super majority with regard to zoning matters. One is if there is a denial by Planning and Zoning, and if twenty percent of the land within 200 feet of the property constitutes opposition, it would require a super majority or three-fourths of the council. To approve the request, there would need to be six members in favor.

The public hearing was closed at 9:46 PM.

Councilmember McBurnett asked the applicant for documentation for the increase of two percent in the property value presented. Mr. Nelson said he would provide the documentation information. He then asked about the traffic mitigation measures being taken by the applicant. Mr. Nelson said they are putting in new turn lanes at Cockrell Hill and Danieldale, restriping the intersection, adding new turn lights, new street lights, and a new sidewalk, as well as a crosswalk. Mayor Contreras asked about a letter sent to the staff regarding the planning and zoning decision. Councilmember Cherry-Brown thanks all for coming out to have their voices heard on this item. She stated that while she agreed that we need other high school alternatives, the challenges with traffic and the noise would be an issue. Mayor Pro Tem Gooden asked if we had done an independent traffic study. Mr. Kane stated that we did not do an independent study. She then asked Mr. Kane to go through the variances requested by the city. These include building height,

Draft

tree mitigation, parking lot lighting, and building articulation. Councilmember Koontz reviewed some of the concerns of those in opposition to this request and asked what the applicant proposes to address the concerns.

Councilmember Don McBurnett made a motion to reopen the public hearing, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

The public hearing was reopened at 10:17 p.m.

Added the public packet to be part of the record with addresses of submittals.

Councilmember Don McBurnett made a motion to close the public hearing, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

The public hearing was closed at 10:21 p.m.

Councilmember Koontz asked about the school opening times and the athletic events at the school. The applicant allowed the athletic coach, Scott Thrush, 417 Montpelier Lane, Red Oak, TX, to answer. He reviewed the number and times of the football games and stated that there will also be soccer games. Councilmember Pennebaker asked for information about the school data and ratings.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 1 for, 6 against (Mayor Pro Tem DeMonica Gooden, Councilmember Joe Veracruz, Councilmember Don McBurnett, Councilmember Karen Cherry-Brown, Mayor Greg Contreras, and Councilmember Kyle Pennebaker).

FAILED

Mayor Contreras recessed the meeting at 10:46 p.m.

The meeting reconvened at 10:53 p.m.

Map - 200 ft. buffer
Returned letters spreadsheet
Petitions

6. STAFF AND BOARD REPORTS

A. ***Duncanville Fire Department Quarterly Report - 3rd Quarter of FY25***
Presented by Fire Chief Chris Connealy.

B. ***Present the Police Department's Quarterly Report***
Presented by Police Chief Matt Stogner.

ADJOURNMENT

The meeting was adjourned at 11:17 p.m.

ATTEST:

_____
CITY SECRETARY

Parcels of Petition Responses
Parcels of Survey Responses within 200 feet of Property
200-foot Buffer of Property
Meadow Run Dr
Willow Run Park
Heather Wood Dr
Nimitz Dr
McArthur Dr
Hasty Dr
Marshall Dr
Flora Ln
Bradley Dr
Ferguson Ln
Louis Nichols Park
S Cockrell Hill Rd
Richlen Way
Fairway Dr

Date Recieved	Date Recieved	Date Received	Date Received	Date Received	First name	Last Name	Address_Street	Address_City	For or Against	Comment 1
				2/24/2025	Angela	Pouncil	129 Cliff Heights Cir.	DALLAS	For	
				2/28/2025	Josephine	Brown			Against	No Contact Info
				3/6/2025	Blenda	Johnson	930 Fiarway Dr.	DVille	Against	
				3/14/2025	Alicia	Young			Against	No Contact Info
				3/14/2025	Eddie	Jackson	1519 Marshall Dr.	"	Against	
				3/16/2025	Angie	Glover	918 Fairway Dr.	"	Against	
				3/18/2025	Tonya	Mcgee	1511 Halsey Dr.	"	Against	
				4/28/2025	Oweita	Watson	714 N Cedar Ridge Dr	"	Against	
				5/5/2025	Nichelous	Gardner	1514 Halsey Drive	"	Against	
				5/6/2025	April	Lemons	1115 Heather Wood Dr	Duncanville	Against	
				5/6/2025	Otha	Jackson	1106 Heatherwood Dr.	"	Against	
				5/7/2025	Michelle	McCarroll	1009 June Bug Ln	DeSoto	Against	
				5/7/2025	Petra	Pineda	923 Fairview Dr.	DVille	Against	
				5/7/2025	Richard	Pineda	923 Fairway Dr.	"	Against	
				5/7/2025	Stefani	Lockman	1119 Nimitz Dr	Duncanville	Against	
				5/8/2025	Alan	Branch	1515 Marshall Dr	"	Against	
				5/8/2025	Charlotte	Branch	1515 Marshall Dr	"	Against	
				5/8/2025	David	Valentine	1038 Meadow Run Dr	Duncanville	Against	
				5/8/2025	Debra	Hester	1610 Valleyview Ln	"	Against	
				5/8/2025	Michael	Broder	1031 Meadow Run Dr	Duncanville	Against	
				5/8/2025	Terri	Fields	1146 Heather Wood Dr	"	Against	
				5/9/2025	Anita	Maki	926 Olson Place	Duncanville	Against	
				5/10/2025	Darnell	Anderson	1526 McArthur Dr	"	Against	
				5/10/2025	Harold	Burman	1535 Valleyview Ln	Duncanville	Against	
				5/10/2025	Michelle	Belton	1530 Halsey Dr	"	Against	
				5/11/2025	Brenda	Cosens	1431 Aaron Pl	"	Against	
			3/14/2025	5/12/2025	Angela	Maye	1515 McArthur Dr.	"	Against	
			5/10/2025	5/12/2025	Arvis	Miller	1510 Halsey Drive	"	Against	
			3/14/2025	5/12/2025	Camaron	Wynn	1131 Nimitz Dr,	"	Against	
				5/12/2025	Chandler	Magann	1118 Bradley Dr	"	Against	
				5/12/2025	Chasity	Simmonds	939 Fairway Dr.	"	Against	
				5/12/2025	Dorothy	Coss	1323 Cedar Run Dr	"	Against	
			5/10/2025	5/12/2025	George	Christy	902 Fairway Dr	"	Against	
				5/12/2025	Gonzalo	Aillon	1138 Bradley Dr.	"	Against	
				5/12/2025	Hannah	Miller	1510 Halsey Drive	"	Against	
				5/12/2025	Hazel	Ingram	950 Fairway Dr.	Duncanville	Against	
			5/6/2025	5/12/2025	Hugh	Belton	1530 Halsey Dr	"	Against	
				5/12/2025	Isabella	Miller	1510 Halsey Drive	"	Against	
				5/12/2025	James	Tettech	939 Fairway Dr.	"	Against	
				5/12/2025	Julia	Magann	1118 Bradley Dr	Duncanville	Against	
			3/14/2025	5/12/2025	Lawrence	Smith	1507 Halsey Dr	"	Against	
			3/14/2025	5/12/2025	Melanie	Miller	1510 Halsey Drive	"	Against	
				5/12/2025	Monique	Murknell	1030 Barrymore Lane	"	Against	
				5/12/2025	Myesha	Brown	1135 Nimitz dr	"	Against	

FOR
DUNCANVILLE 22
OTHER 143

AGAINST
DUNCANVILLE 103
OTHER 22

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			3/14/2025	5/12/2025	Nesa	Sasser	1531 McArthur	DVille	Against	
				5/12/2025	Sandra	Griffin	1418 Aaron Place	Duncanville	Against	
				5/12/2025	Shayla	Beck-Smith	1019 Stanwyck Ave.	DVille	Against	
			5/9/2025	5/12/2025	Shendolyn	Anderson	1526 McArthur Dr	DVille	Against	
			3/14/2025	5/12/2025	Stephanie	Smith	1507 Halsey Dr	DVille	Against	
				5/12/2025	Terri	Wynn	1131 Nimitz Dr,	Duncanville	Against	
				5/12/2025	Virginia	Brown	1135 Nimitz dr	DVille	Against	
			3/14/2025	5/12/2025	William	Maye	1515 McArthur Dr.	DVille	Against	Public Hearing
			5/7/2025	5/12/2025	Yasmin	Thomas	1518 Marshall	Duncanville	Against	
				5/12/2025	Yolanda	Gills	951 Fairway Circle	Duncanville	Against	
				5/12/2025	Angela	Davis			For	Public Meeting
				5/12/2025	Debbie	Lawrance	1238 Lady Ln	DVille	For	
				5/12/2025	Lorraine	Hood-Jack	1502 Halsey	D Ville	For	Public Hearing
				5/12/2025	Sharon	Williams	1511 Crescent Ln.	Duncanville	For	
				5/12/2025	Vanessa	Bernal	6719 Cedar Shadow	DALLAS	For	
				5/12/2025	Amie	Adams				Public Hearing
				5/12/2025	Brian	Clock	310 Softwood Dr	DVille		Public Hearing
				5/12/2025	Bryan	Dahlberg	845 Proton	San Antonio		Public Hearing
				5/12/2025	Cory	Johnson	1502 Marshall Dr	DVille		Public Hearing
				5/12/2025	Joe	Hoffer				Public Hearing
				5/12/2025	Lanita	Sherpell	1141 Richard Pittman Dr	Lumber City, Georgia		Public Hearing
				5/12/2025	Michael	Loftis	358 War Emblem Ln	Waxahachie		Public Hearing
				5/12/2025	Sharon	Grey	503 Towne Pl	Duncanville		Public Hearing
				5/13/2025	John	Pierson	911 Sanders Dr	Duncanville	For	
				5/14/2025	Veronica	Pelton	1728 Chacon Canyon Drive	Desoto	For	
				5/15/2025	David	Branch	910 Fairway Dr	DVille	Against	
				5/15/2025	Lacey	Freeman	1109 Panorama Loop	Waxahachie	For	
				5/16/2025	Geraldine	Washington	1006 Meadow Run Dr	DVille	Against	
				5/17/2025	James	Hall			For	No Contact Info
				5/19/2025	Debby	Hudson	1222 Elmwood Dr.	Cedar Hill	For	
				5/19/2025	Samuel	Cavazos	1047 Hollow Creek Drive	Cedar Hill	For	
				5/20/2025	Elle	Belle			Against	No Contact Info
				5/20/2025	Eric	Vance	613 Kimberly Dr	Desoto	Against	No Contact Info
				5/20/2025	Adriana	Pettis	7116 Chinaberry Rd	Dallas	For	
				5/20/2025	Angela	Guevara	4800 W Illinois Ave	DALLAS	For	
				5/20/2025	Anime	Clicker			For	No Contact Info
				5/20/2025	Ayodeji	Oyewumi	228 Rosewood Dr	Glenn Heights	For	
				5/20/2025	Brandy	Thomas	326 Fouts Ave	DVille	For	
				5/20/2025	Chadarria	Avery	2722 Meadow Gate Ln	Dallas	For	
				5/20/2025	Daneisha	Garner	6855 Clarkwood Dr	Dallas	For	
				5/20/2025	Deja	Fields	1358 Kentucky Ave	Lancaster	For	
				5/20/2025	Derlena	Young	1423 Adam Place	Desoto	For	
				5/20/2025	Elizabeth	Gonzalez	1526 Presidio Ave	Dallas	For	
				5/20/2025	Erica	Solis	1518 Drury Dr	Dallas	For	
				5/20/2025	Erica	Williams	918 Belclaire Cir	Cedar Hill	For	
				5/20/2025	Ernesto	Soto			For	No Contact Info

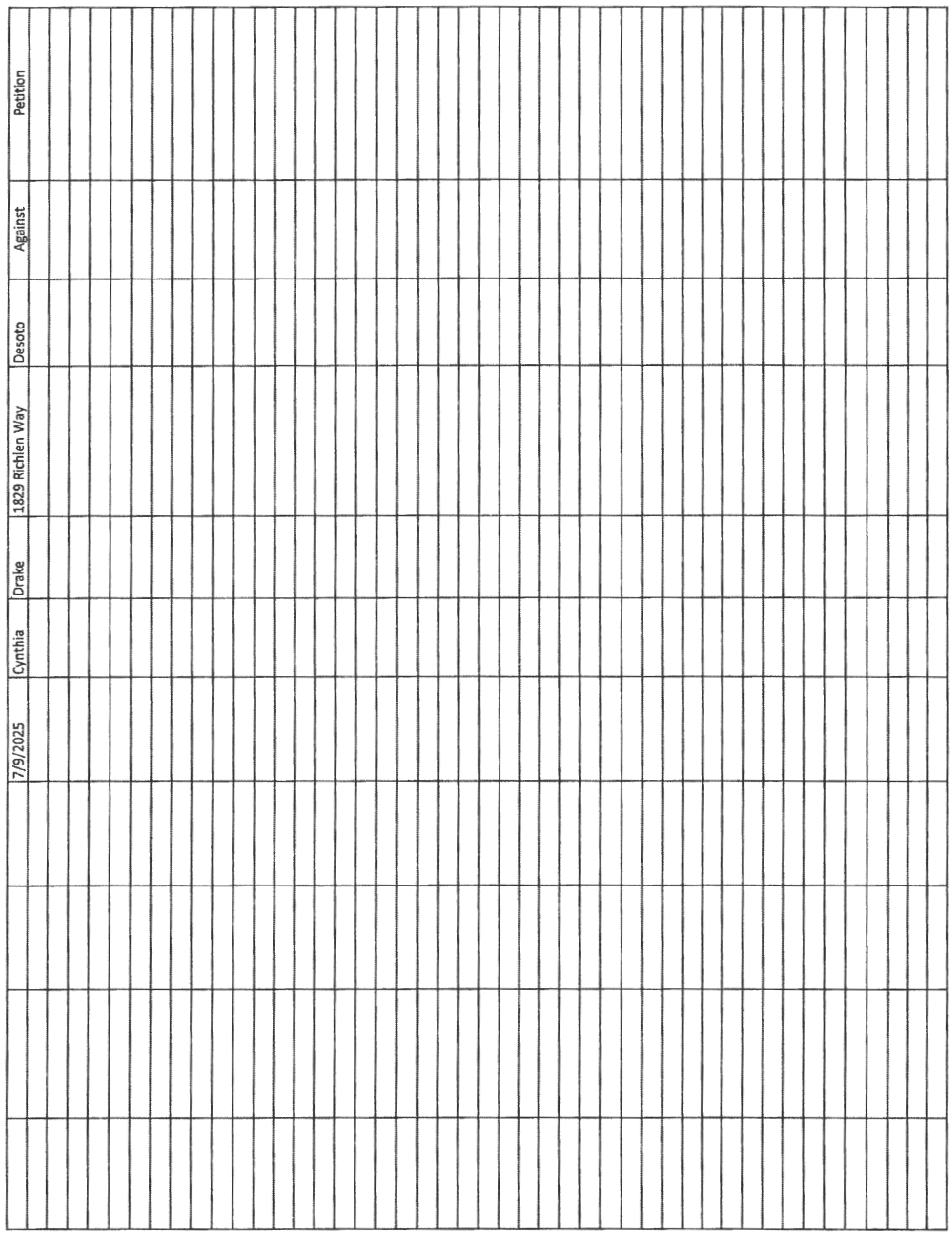
				5/20/2025	Gregory	Payne	5900 S Interstate 45	Wilner	For	
				5/20/2025	Jailynn	Smiley			For	No Contact Info
				5/20/2025	Jamillah	Seaberry	2406 Avenue J	Fort Worth	For	
				5/20/2025	Jennifer	Wilson	200 Lake Creek Dr	Mabank	For	
				5/20/2025	John	Chobany	2505 Overcreed Dr	Richardson	For	
				5/20/2025	Jose	Hernandez	8833 Beckley View Ave	Dallas	For	
				5/20/2025	Jose	Cantu	544 Majestic Park Lane	Cedar Hill	For	
				5/20/2025	Karen	Frizarim		Dallas	For	No Contact Info
				5/20/2025	Koletha	Taylor	PO Box 2824	Cedar Hill	For	
			5/12/2025	5/20/2025	Latonia	Jackson	1516 Dutchman Creek D	Desoto	For	
				5/20/2025	Lisa	Vargas	807 Water Oak Dr	Allen	For	
				5/20/2025	Lizett	Cayente	9203 Metz	DALLAS	For	
				5/20/2025	Lucy	Alvarez	7326 Larchway Dr	Dallas	For	
				5/20/2025	Melinda	Woodard			For	No Contact Info
				5/20/2025	Michael	Johnson	105 Chapel Hill Dr	Desoto	For	
				5/20/2025	Miguel	Briano	612 Keysville Ave	Desoto	For	
				5/20/2025	Miriam	Lopez	1007 Countryside Dr	Cedar Hill	For	
				5/20/2025	Monica	Lugo	401 Fairweather St	Desoto	For	
				5/20/2025	Monika	Bray	1133 Planters Way	Waxahachie	For	
				5/20/2025	Nancy	Flores	2414 Lyola St	Dallas	For	
				5/20/2025	Nancy	Griggs	712 Hawthorn Dr	Cedar Hill	For	
				5/20/2025	Oshone	Richardson	2025 Holland Dr	Desoto	For	
				5/20/2025	Reachel	Mason	3033 Amber Waves Ln	Lancaster	For	
				5/20/2025	Rebecca	McDowell	615 Sherrill Blvd	Duncanville	For	
				5/20/2025	Robert	Lee	316 Brook Hollow Dr	Desoto	For	
				5/20/2025	Sabrina	Phillip	7656 Texridge Dr	Dallas	For	
				5/20/2025	Shawn	Kent	729 Chelsea Dr	Midlothian	For	
				5/20/2025	Simone	Beaver	2101 Crouch Rd	Dallas	For	
				5/20/2025	Stephanie	Colwell	418 Victorian Drive	Waxahachie	For	
				5/20/2025	Teodoro	Morales	5409 N Arcadia	Dallas	For	
				5/20/2025	Tiffany	Stanmore	PO Box 1846	Red Oak	For	
				5/20/2025	Tracey	Burkley			For	No Contact Info
				5/20/2025	Viviana	Villalobos	3719 Legendary Lane	Dallas	For	
				5/20/2025	Yaxaira	Moreno			For	No Contact Info
			5/12/2025	5/21/2025	Brandee	Morris	323 Covington Ln	Ovilla	For	
				5/21/2025	Candice	Nash	1204 Sylvia St	Desoto	For	
				5/21/2025	Denise	Bush	7407 Bluestem Rd	Dallas	For	
				5/21/2025	Mary	Jones	216 Cotton View Ln	Red Oak	For	
				5/21/2025	Nykia	Aldredge	832 Mayfield Dr	Cedar Hill	For	
				5/21/2025	Tierah	Hall			For	No Contact Info
				5/22/2025	Amanda	Andrews	2704 Hawthorne Dr	Glenn Heights	For	
				5/22/2025	Amberluv	Lambert	924 Donlee Rd	Lancaster	For	
				5/22/2025	Ariel	DeZeeuw	5110 Spruce View Dr	Dallas	For	
				5/22/2025	Azaria	Smith			For	No Contact Info
			5/12/2025	5/22/2025	Bryan	Craun	114 Forest Park Ln	Red Oak	For	

				5/22/2025	Camillia	Malone	1313 Mockingbird Ln	Desoto	For	
				5/22/2025	Charlotte	Graham	906 Blewitt Dr	Cedar Hill	For	
				5/22/2025	Cheryl	Sessums	116 Valley View	Waxahachie	For	
				5/22/2025	Christopher	Murry	6300 Fairlane Dr	Arlington	For	
				5/22/2025	Coriel	Sims	7660 Clayton Dr	Waxahachie	For	
				5/22/2025	Daneille	Dillard	3010 Timber Rock Ln	Midlothian	For	
				5/22/2025	Deb	Garton	1122 McAlpin Rd	Midlothian	For	
				5/22/2025	Jacqueline	Anderson	832 Mayfield Dr	Cedar Hill	For	
				5/22/2025	Jennifer	Wolfe	7912 Hunter Glen Dr	Watauga	For	
				5/22/2025	Jeremy	Hairston	200 Arborside Dr	Waxahachie	For	
				5/22/2025	Joseph	Hairston			For	No Contact Info
				5/22/2025	Joy	Medina	228 Chesterfield Cir	Waxahachie	For	
				5/22/2025	Kelly	Jackson	7117 Main Street	Alvarado	For	
				5/22/2025	Kelsey	Whiteley			For	No Contact Info
				5/22/2025	Kendra	Miles	3022 Limestone Hill Ln	Rockwall	For	
				5/22/2025	Latisha	Jones	4900 Windhaven Pkwy	Lewisville	For	
				5/22/2025	Lisa	Pitt	504 Nightinggale Ln	Red Oak	For	
				5/22/2025	Mackenzie	Woods	671 Horseshoe Meadow	Waxahachie	For	
				5/22/2025	Marcus	Nash	1204 Sylvia St	Desoto	For	
				5/22/2025	Matthew	Pearce	1833 Olympus Dr	Lancaster	For	
				5/22/2025	Melanie	Coleman	210 Rock Springs Ct	Waxahachie	For	
				5/22/2025	Melinda	DeZeeuw	100 Brushy Way	Red Oak	For	
				5/22/2025	Meredith	Velazquez	902 FM 85	Ennis	For	
				5/22/2025	Paige	Crocker	5150 Murr Rd	Venus	For	
				5/22/2025	Racheryl	Barnes-Durka	217 Newcastle St	Waxahachie	For	
				5/22/2025	Romelia	Kelley	221 Stable Dr	Waxahachie	For	
				5/22/2025	Ronda	Dixon	304 Etta Ave	Waxahachie	For	
				5/22/2025	Ronda	Johnson	160 Berkshire Lane	Waxahachie	For	
				5/22/2025	Ronda	Ramos	2900 S I-35 E	Waxahachie	For	
			5/12/2025	5/22/2025	Sharon	Messer	378 Lakeview Circle	Duncanville	For	
				5/22/2025	Sherkia	Conwright	3331 Dasher	Lancaster	For	
				5/22/2025	Sherry	Garcia	105 Sperry Ln	Red Oak	For	
				5/22/2025	Stephanie	Garcia	109 Abbey Road	Waxahachie	For	
				5/22/2025	Stockton	Mallett	2990 Wilson Rd	Palmer	For	
				5/22/2025	Tiffany	Nylund	2436 Sagebrush Dr	Glenn Heights	For	
				5/22/2025	Tim	White	170 Butcher Rd	Waxahachie	For	
				5/22/2025	Tracie	Perkins	1230 Stockton Trail	Red Oak	For	
				5/22/2025	Troy	Mooney	6030 Castle Way	Midlothian	For	
				5/22/2025	Viola	Chapa	1303 Dynamic Dr	Desoto	For	
				5/22/2025	Whitney	Williams	644 Mineral Drive	Waxahachie	For	
				5/22/2025	Yemi	Ogunoye	1223 Castleman Dr	Cedar Hill	For	
				5/23/2025	Chase	Bishop			For	No Contact Info
		5/12/2025	5/22/2025	5/23/2025	Jerry	Messer	378 Lakeview Circle	Duncanville	For	
				5/23/2025	Sabrina	Garcia			For	Public Hearing
				5/24/2025	Dawn	Cain	501 Houston St	Waxahachie	For	
				5/24/2025	Dolores	Swanzy	1919 Purdue Dr	Glenn Heights	For	

				5/24/2025	Michelle	Parker	1213 Linkwood Ln	Lancaster	For	
				5/27/2025	Ayesha	Roark	1207 Candlelight Ave	DeSoto	For	
				5/28/2025	Darrell	Webb	2129 Flora Ln	Desoto	Against	
				5/28/2025	Sutrulor	Gardner	1514 Halsey Dr.	DeSoto	Against	
				5/29/2025	Naimah	Harris	1510 Marshall Drive	"	Against	
				5/29/2025	Alexandria	Mosley	111 Cedar Drive	Oak Leaf	For	
				5/29/2025	Alma	Ramirez	1534 Wagon Wheels Tra	Dallas	For	
				5/29/2025	Ana	Otero	4123 Falls Dr	Dallas	For	
				5/29/2025	Ashley	Mayben			For	No Contact Info
		5/12/2025	5/20/2025	5/29/2025	Brent	Wilson	1417 Plum Creek Dr	Midlothian	For	
			5/20/2025	5/29/2025	Celentria	Dabbs	168 Lone Star Ave	Venus	For	
				5/29/2025	Dell	Howard	7700 Amsterdam Lane	Arlington	For	
				5/29/2025	Ebony	Walton	951 Barrymore Ln	Duncanville	For	
				5/29/2025	Eddie	Smith	564 Baffin Bay Dr	Waxahachie	For	
				5/29/2025	Hugo	Zuazua	1840 Meadowlark Ln	Lancaster	For	
				5/29/2025	Jennifer	Flores	7309 Harold Walker	Dallas	For	
				5/29/2025	Jessica	Palmer	2096 Gertie Barrett Rd	Mansfield	For	
				5/29/2025	Justina	Moreno	403 Avenue L	Dallas	For	
				5/29/2025	Lynda	Kauffroth			For	No Contact Info
				5/29/2025	Melissa	Avila	6940 Brierfield Dr	DALLAS	For	
				5/29/2025	Melissa	Brown	6040 Castle Way	Midlothian	For	
				5/29/2025	Pamela	Sandoval	1015 Olson Pl	Duncanville	For	
				5/29/2025	Paola	Arrona	417 Stony Creek Dr	Desoto	For	
				5/29/2025	Talisha	Goosby	705 Moss Glen Trail	Arlington	For	
				5/29/2025	Tammy	McCullough	2155 Glenn Ln	Glenn Heights	For	
			5/20/2025	5/29/2025	Yolanda	Aguinaga	387 W Danieldale Rd	Dallas	For	
				5/30/2025	Malinda	Taylor	6807 Old Ox Dr	Dallas	For	
				6/1/2025	Alfred	Wiley	1020 Palmer Lane	DeSoto	Against	
				6/1/2025	Aquandelyn	Wiley	1020 Palmer Lane	"	Against	
				6/1/2025	Jessica	Barlow	461 Ike Road	Waxahachie	For	
				6/1/2025	Shara	Stuart			For	No Contact Info
				6/1/2025	Stephen	Bateman	422 Blanco Street	Duncanville	For	
		5/8/2025	5/12/2025	6/2/2025	Keith	Potts	947 Fairway	"	Against	
3/14/2025	5/12/2025	5/18/2025	5/29/2025	6/2/2025	Kendra	Peoples	1511 Marshall Dr.	"	Against	
		5/8/2025	5/12/2025	6/2/2025	Marsha	Potts	947 Fairway	Duncanville	Against	
			5/7/2025	6/2/2025	Maryellen	Goodman	1531 Ferguson Ln	Duncanville	Against	
				6/2/2025	Warren	Celestine	956 Ford Dr	Desoto	Against	
				6/2/2025	William	Drake	1829 Richlen Way	"	Against	
				6/2/2025	Megan	Ross	422 Blanco Street	Duncanville	For	
				6/2/2025	Sherry	Boles	1623 Masters	Desoto	For	
				6/3/2025	Howaine	Hood-Jack	1502 Halsey Dr	DeSoto	Against	
				6/3/2025	Martina	Chacon	1623 Ferguson Ln	Duncanville	Against	
				6/3/2025	Rhonda	Hopper	777 South 35E	Red Oak	Against	
				6/3/2025	Genenova	Hemera	1719 Richlen Way	DeSoto	Against	
				6/3/2025	Brandon	Brown	1210 Shakleford Cir	Cedar Hill	For	
				6/3/2025	Elizabeth	Ramirez	209 Terrace Dr	Desoto	For	

				6/3/2025	Rebecca	King	205 Garden Grove Dr	Waxahachie	For	
			5/20/2025	6/3/2025	Shaquitha	Kirven	6968 Clarkridge Dr	Dallas	For	
				6/4/2025	Linda	Newman	1127 Heatherwood Dr	DVille	Against	
				6/4/2025	Marisol	Zuniga	1206 Mission St	Duncanville	For	
				6/4/2025	Timothy	McInvale	1152 Country Oaks Dr	Kaufman	For	
				6/4/2025	Zula	Ramirez	1000 E Pleasant Run Rd	Cedar Hill	For	
				6/5/2025	Charris	Jackson	1519 Marshall Dr.	Duncanville	Against	
				6/5/2025	Kyra	Runnels	922 Fairway Dr.	DVille	Against	
				6/5/2025	Danny	Page	1507 Ferguson Lane	"	Against	
			5/29/2025	6/5/2025	Mary	Howard	7700 Amsterdam Lane	Arlington	For	
				6/5/2025	Paola	Garcia	417 Stony Creek Dr	Desoto	For	
			5/20/2025	6/5/2025	Ruth	Kirk	1209 Drexel Dr	Desoto	For	
				6/5/2025	Stefani	Pudgurney	14695 FM 916	Maypearl	For	
				6/5/2025	Stephen	Hunt	1923 Oak Run Drive	Duncanville	For	
				6/5/2025	Andrea	Swaner	1033 Eagle Ct	Desoto	For	
				6/5/2025	Kina	Smith	654 Baffin Bay Dr	Waxahachie	For	
				6/6/2025	Tim	Burman	1535 Valleyview Ln	Duncanville	Against	
		3/19/2025	6/4/2025	6/6/2025	Katrina	Runnels	922 Fairway Dr.	Duncanville	Against	
				6/6/2025	Emma	Peak	1126 Meaddow Run	Duncanville	Against	
				6/6/2025	Keisha	Ware	1814 Richlen Way	Desoto	Against	
				6/6/2025	Stephanie	Smith	1507 Halsey Drive	Duncanville	Against	
				6/6/2025	Artisha	Browder	711 E. Little Creek Rd	Cedar Hill	For	
				6/6/2025	Leticia	Rivera	2725 Gant Dr	Lancaster	For	
			5/5/2025	6/8/2025	Brian	Moore	1003 Meadow Run Dr	Duncanville	Against	
				6/8/2025	Donald	Phillips	250 N Clark Rd	"	Against	
			5/12/2025	6/9/2025	Tonya	Kirkendoll	1502 McArthur Drive	"	Against	
			5/12/2025	6/9/2025	Angela	Halton	1115 Nimitz Dr.	"	Against	
				6/9/2025	Erica	Condri	1711 Fegurson Lane	Duncanville	Against	
			5/12/2025	6/9/2025	Jason	Barton	1114 Bradley Dr.	"	Against	
				6/9/2025	Sarah	Bell	906 Cambridge Dr	"	Against	
			5/12/2025	6/9/2025	Shirley	Lacy	1126 Bradley Dr	Duncanville	Against	
			5/12/2025	6/9/2025	Derwin	Lewis	1502 McArhur Drive	Duncanville	Against	
			5/20/2025	6/9/2025	Elizabeth	Issac	1526 Halsey Dr	Duncanville	Against	
				6/9/2025	James	Wright	1510 McArthur Drive	Duncanville	Against	
				6/9/2025	Melissa	Cannon	1716 Thorntree Dr	Desoto	Against	
				6/9/2025	Tonya	Lewis	1502 McArhur Drive	Duncanville	Against	
				6/9/2025	Canvas	Wesley	1307 Fawn Ridge Drive	Duncanville	For	
				6/9/2025	Claudia	Evans	119 Cantle St	Waxahachie	For	
				6/9/2025	Johnathan	Griffin	4400 S.R.L. Thorton Fwy.	Dallas	For	
				6/9/2025	Vaughn	Jackson	1516 Dutchman Creek D	Desoto	For	
				6/9/2025	Dana	Story	319 Katherine Ct	Duncanville	For	
				6/9/2025	Morenike	Oyekan-Neal	1209 Drexel Drive	Desoto	For	
				6/9/2025	Valerie	Mandley	445 E FM 1382 #3-398	Cedar Hill	For	
				6/10/2025	Patricia	Davis		Desoto	Against	
				6/10/2025	Ron	Buskey	1523 Marshall Drive	Duncanville	Against	
				6/10/2025	Patricia	Pierson	911 Sanders Dr	Duncanville	For	

	5/20/2025	5/29/2025	6/3/2025	6/11/2025	Debbie	Lindeman	541 Kelsie Ct	Desoto	For	
				6/11/2025	Genesis	Celimundi	739 Korgan Street	Dallas	For	
				6/11/2025	Kirk	Redding	703 Phillips Ct	Mansfield	For	
			5/17/2025	6/11/2025	Odalys	Gonzalez-Rod	818 Penn Place	Cedar Hill	For	
				6/11/2025	Tracey	DeLeon	600 East 6th Street	Bonham	For	
				6/12/2025	Irma	Marin	117 Highridge Dr	Desoto	For	
				6/12/2025	Vince	Trevino	6724 Cedar Forest Trail	Dallas	For	
				6/17/2025	Erick	Alvardo	831 Sherrill Blvd	Duncanville	For	
				6/17/2025	Charles	Gitaka	2626 Frankford Rd	Dallas	For	
				6/18/2025	Paula	Mountique	512 Washington Ave	Waxahachie	For	
				6/19/2025	Kay	Bateman	422 Blanco St	Duncanville	For	
	3/18/2025	5/5/2025	5/29/2025	6/27/2025	Stacey	Mcgee	1511 Halsey Dr.	〃	Against	
				6/30/2025	Constance	Jackson	1122 Bradley St	〃	Against	
			5/12/2025	7/1/2025	Mark	Cooks	1106 Bradley Dr	〃	Against	
		5/7/2025	6/2/2025	7/1/2025	Robin	Thomas	1522 Valleyview Ln	Duncanville	Against	
3/14/2025	5/6/2025	5/12/2025	6/9/2025	7/2/2025	Alicia	Brown Young	1503 Halsey Dr.	〃	Against	
		5/7/2025	6/5/2025	7/2/2025	Cherrie	Jackson	1519 Marshall Dr.	Duncanville	Against	
5/8/2025	5/12/2025	6/2/2025	6/3/2025	7/2/2025	Barry	Gordon	1751 Crescent Ln	Duncanville	For	Johnco Properties
				7/3/2025	Juan	Chapa	1118 Meadow Run Dr	Duncanville	Against	
				7/3/2025	Marco	Herrera	1719 Richlen Way	Desoto	Against	
				7/3/2025	Gerald	Mosley	1414 Heather Run Dr	Duncanville	For	
		3/17/2025	6/3/2025	7/9/2025	Joneice	Preston	1503 McArthur Dr.	Duncanville	Against	
					F	Hartford				No Contact Info
				7/9/2025	Julian	Bruner	2021 Flora Ln	Desoto	Against	Petition
				7/9/2025	Evelyn	Ibarra	2037 Flora Ln	Desoto	Against	Petition
				7/9/2025	Karen	Maldonado	2045 Flora Ln	Desoto	Against	Petition
				7/9/2025	Jerome	Glover	2040 Flora Ln	Desoto	Against	Petition
				7/9/2025	Jamantha	Paches	2024 Flora Ln	Desoto	Against	Petition
				7/9/2025	Beth	Crone	1806 S Cockrell Hill	Duncanville	Against	Petition
				7/9/2025	Clayton		1107 Nimitz Dr	Duncanville	Against	Petition
				7/9/2025	Lafayette	Tilford	1103 Nimitz Dr	Duncanville	Against	Petition
				7/9/2025	Kandice	Merrick	1507 McArthur Dr	Duncanville	Against	Petition
				7/9/2025	William	Maye	1515 McArthur Dr	Duncanville	Against	Petition
				7/9/2025	Jesse	Allen	1527 McArthur Dr	Duncanville	Against	Petition
				7/9/2025	Allen	Birke	1523 McArthur Dr	Duncanville	Against	Petition
				7/9/2025	Nesa	Sasser	1531 McArthur Dr	Duncanville	Against	Petition
				7/9/2025	Richard	Thomas	1535 McArthur Dr	Duncanville	Against	Petition
				7/9/2025	Kevin	Berry	1110 Bradley Dr	Duncanville	Against	Petition
				7/9/2025	Jose	Carazos	1530 McArthur Dr	Duncanville	Against	Petition
				7/9/2025	Whitney	Paul	1522 McArthur Dr	Duncanville	Against	Petition
				7/9/2025	Jackie	Brown	1130 Bradley Dr	Duncanville	Against	Petition
				7/9/2025	Delores	Brown	1134 Bradley Dr	Duncanville	Against	Petition
				7/9/2025	Gregg	Moore	1806 Richlen Way	Desoto	Against	Petition
				7/9/2025	Robert	Moore	1810 Richlen Way	Desoto	Against	Petition
				7/9/2025	Keisha	Ware	1814 Richlen Way	Desoto	Against	Petition
				7/9/2025	Regina	Jones	1825 Richlen Way	Desoto	Against	Petition

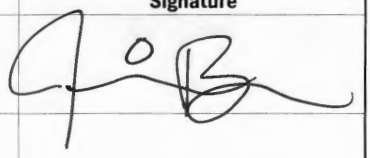
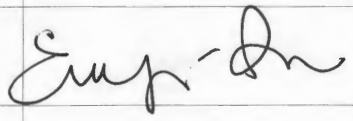
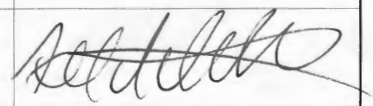

Petition
Against
Desoto
1829 Richlen Way
Drake
Cynthia
7/9/2025

Petition Against Life School Proposed Zoning Change

RECEIVED 7-9-2025 CT

Print Name	Address	Signature
ZONING CHANGE WRITTEN PROTEST SIGNATURE WITNESS AFFIDAVIT		
I, Nesa Sasser, personally circulated the foregoing petition, that it bears 10 signatures, that all signatures appended thereto were made in my presence, and that I believe them to be the genuine signatures of the persons whose names they purport to be.		
	Nesa Sasser Signature	
	7/9/2025 Date of Execution	

Petition Against Life School Proposed Zoning Change

Print Name	Address	Signature
Julian T. Bruner	2021 Flora Lane, Desoto, TX 75115	
	2025 Flora Lane, Desoto, TX 75115	
	2029 Flora Lane, Desoto, TX 75115	
	2033 Flora Lane, Desoto, TX 75115	
Evelyn Ibarra	2037 Flora Lane, Desoto, TX 75115	
	2041 Flora Lane, Desoto, TX 75115	
Karen Maldonado	2045 Flora Lane, Desoto, TX 75115	
	2049 Flora Lane, Desoto, TX 75115	
	2053 Flora Lane, Desoto, TX 75115	
	2057 Flora Lane, Desoto, TX 75115	
	2101 Flora Lane, Desoto, TX 75115	
	2048 Flora Lane, Desoto, TX 75115	

Petition Against Life School Proposed Zoning Change

Print Name	Address	Signature
	2044 Flora Lane, Desoto, TX 75115	
Jerome Glover	2040 Flora Lane, Desoto, TX 75115	Jerome Glover
	2036 Flora Lane, Desoto, TX 75115	
	2032 Flora Lane, Desoto, TX 75115	
	2028 Flora Lane, Desoto, TX 75115	
Samantha + Adrian Pacheco	2024 Flora Lane, Desoto, TX 75115	Samantha Pacheco

Petition Against Life School Proposed Zoning Change

RECEIVED 7-9-2025 CT

	ZONING CHANGE WRITTEN PROTEST - GROUP	
Zoning Case # 2024-13		Total Pages Submitted 6
Name	Hugh Belton	
Phone Number	214-507-7373	
Email	hvbelton@outlook.com	
Print Name	**Address**	**Signature**
Clayton Lo	~~1802 S Cockrell Hill Rd, Duncanville, TX 75137~~ HB	
	1107 Nimitz Drive, Duncanville, TX 75137	
Lafayette Tiffard	1103 Nimitz Drive, Duncanville, TX 75137	Lafayette Tiffard
	1503 McArthur Drive, Duncanville, TX 75137	
Kandice Merrick	1507 McArthur Drive, Duncanville, TX 75137	
	1511 McArthur Drive, Duncanville, TX 75137	
William T. Mayz	1515 McArthur Drive, Duncanville, TX 75137	
X	1519 McArthur Drive, Duncanville, TX 75137	
Allen Burke	1523 McArthur Drive, Duncanville, TX 75137	
Jesse Allen	1527 McArthur Drive, Duncanville, TX 75137	

Petition Against Life School Proposed Zoning Change

Print Name	Address	Signature
Nesa Sasser	1531 McArthur Drive, Duncanville, TX 75137	
Richard Thomas	1535 McArthur Drive, Duncanville, TX 75137	
	1102 Bradley Drive, Duncanville, TX 75137	
	1106 Bradley Drive, Duncanville, TX 75137	
	1110 Bradley Drive, Duncanville, TX 75137	
JASON BARTON	1114 Bradley Drive, Duncanville, TX 75137	
W, Chandler Magann	1118 Bradley Drive, Duncanville, TX 75137	
Julia Magann		
	1531 Marshall Drive, Duncanville, TX 75137	
	1534 Marshall Drive, Duncanville, TX 75137	
Hugh Belton	1530 Halsey Drive, Duncanville, TX 75137	
Denzel Rodriguez	1531 Halsey Drive, Duncanville, TX 75137	
Jose A Carazos	1530 McArthur Drive, Duncanville, TX 75137	

Petition Against Life School Proposed Zoning Change

Print Name	Address	Signature
	1526 McArthur Drive, Duncanville, TX 75137	
Whitney Paul	1522 McArthur Drive, Duncanville, TX 75137	W. Paul
	1518 McArthur Drive, Duncanville, TX 75137	
	1514 McArthur Drive, Duncanville, TX 75137	
	1510 McArthur Drive, Duncanville, TX 75137	
	1506 McArthur Drive, Duncanville, TX 75137	
Tonya K. Lewis	1502 McArthur Drive, Duncanville, TX 75137	
	1122 Bradley Drive, Duncanville, TX 75137	
Shirley A. Lacy	1126 Bradley Drive, Duncanville, TX 75137	Shirley A. Lacy
Jackie Brown	1130 Bradley Drive, Duncanville, TX 75137	Jackie Brown
Delores Brown	1134 Bradley Drive, Duncanville, TX 75137	Delores Brown
	1138 Bradley Drive, Duncanville, TX 75137	

Petition Against Life School Proposed Zoning Change

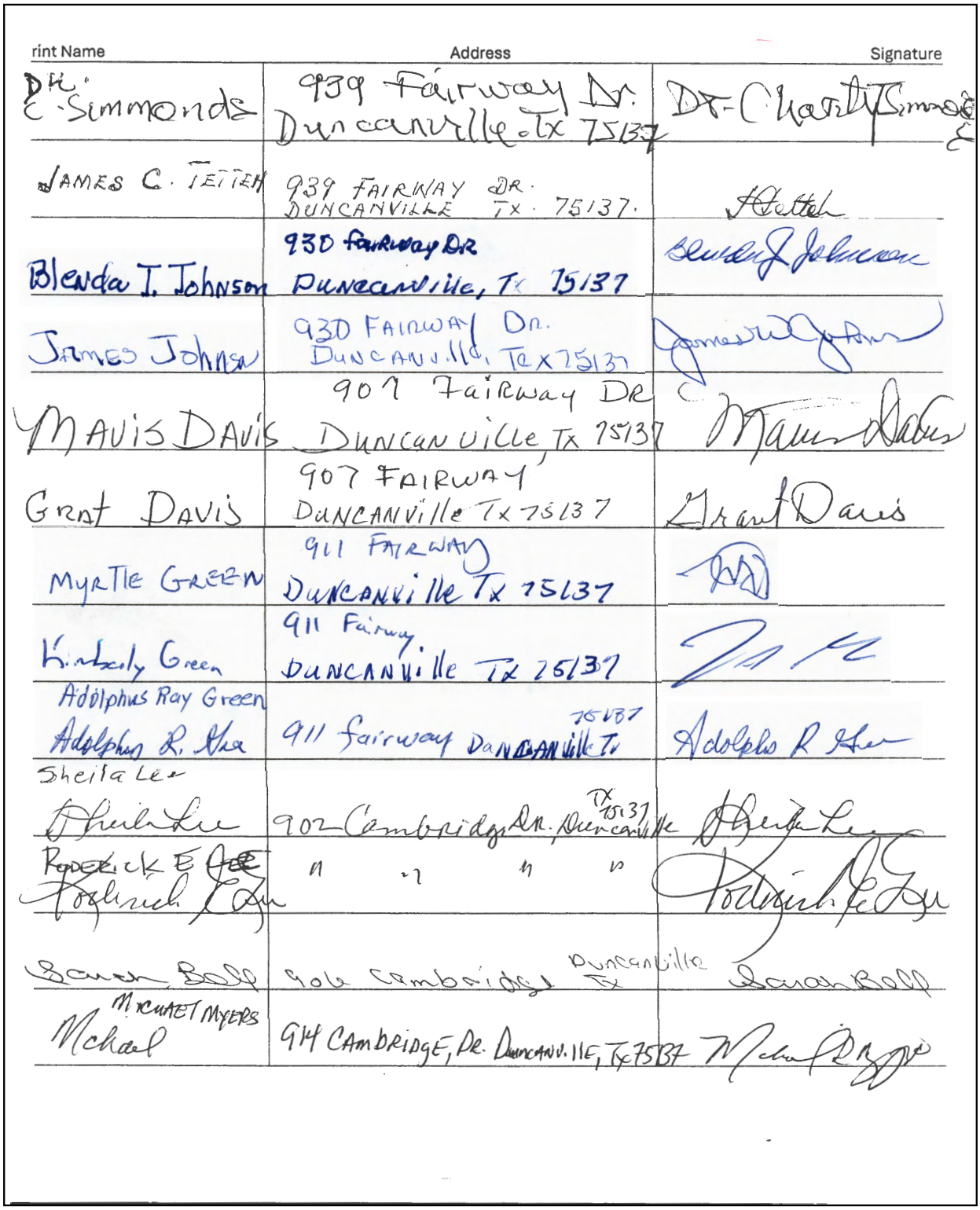
Print Name	Address	Signature
~~Regina~~ Gregg Moore	1806 Richlen Way, Desoto, TX 75115	~~Gregg~~ Moore
Robert Moore	1810 Richlen Way, Desoto, TX 75115	Robert L. Moore
	1813 Richlen Way, Duncanville, TX 75115	
Keisha Ware	1814 Richlen Way, Desoto, TX 75115	Keisha Ware
	1817 Richlen Way, Desoto, TX 75115 – empty lot for sale	
	1821 Richlen Way, Desoto, TX 75115	
Regina Jones	1825 Richlen Way, Desoto, TX 75115	
Cynthia Drake	1829 Richlen Way, Desoto, TX 75115	
	1833 Richlen Way, Desoto, TX 75115	

Petition Against Life School Proposed Zoning Change

Print Name	Address	Signature
ZONING CHANGE WRITTEN PROTEST SIGNATURE WITNESS AFFIDAVIT		
I, Hugh Belton, personally circulated the foregoing petition, that it bears 35 signatures, that all signatures appended thereto were made in my presence, and that I believe them to be the genuine signatures of the persons whose names they purport to be.		
	Hugh Belton Signature	
	7/9/2025 Date of Execution	

RECEIVED 7-9-2025

	ZONING CHANGE WRITTEN OPPOSITION - GROUP	
Zoning Case # 2024-13		Total Pages Submitted 7
Name	Hugh Belton	
Phone Number	214-507-7373	
Email	hubelton@outlook.com	
Print Name	**Address**	**Signature**
CHAD FIELDS	1146 HEATHER WOOD DR Duncanville, Tx 75137	
CYNTHIA FIELDS	1146 HEATHER WOOD Duncanville, TX 75137	
Marsha Potts	947 Fairway Cir Duncanville TX 75137	
Keith Potts	947 Fairway Cir Duncanville TX 75137	



Print Name	Address	Signature
DR. C. Simmonds	939 Fairway Dr. Duncanville, Tx 75137	DR. Charity Simmonds
JAMES C. TETTEH	939 FAIRWAY DR. DUNCANVILLE TX. 75137.	
Blenda I. Johnson	930 Fairway Dr Duncanville, Tx 75137	
James Johnson	930 FAIRWAY Dr. DUNCANVILLE, TEX 75137	
MAVIS DAVIS	907 Fairway DR DUNCANVILLE, TX 75137	
Grant Davis	907 FAIRWAY DUNCANVILLE TX 75137	
MYRTLE GREEN	911 FAIRWAY DUNCANVILLE TX 75137	
Kimberly Green	911 Fairway DUNCANVILLE TX 75137	
Adolphus Ray Green Adolphus R. Hea	911 fairway DUNCANVILLE TX 75137	
Sheila Lee	902 Cambridge Dr. Duncanville TX 75137	
Roderick E Lee Roderick Lee	" " " "	
Sarah Ball	906 Cambridge Dr Duncanville TX	
MICHAEL MYERS Michael	914 CAMBRIDGE, DR. DUNCANVILLE, TX 75137	

rint Name	Address	Signature
Amy Jackson	934 Cambridge Dr. D'ville 75137	
Tom Fowlston	934 Cambridge Dr D'Ville 75137	Tom Fowlston
Esther Stoker	DUNCANville Tx 75137 930 Cambridge Drive	Esther Stoker
EARL ANDERSON	942 FAIRWAY DR DUNCANVille Tx 75137	Earl Anderson
Marshawl Anderson	942 Fairway Dr Duncanville, TX 75137	M Anderson
Judy Beauvais	965 Fairway Dr DUNCANville TX 75137 [redacted]	
Suzanne Baichorni	955 fairway Cir Duncanville TX. 75137	Suzanne Baichorni
David Brooch	910 FAIRWAY DRIVE DUNCANVille TX 75137	
NOLAN STONE	934 FAIRWAY DRIVE DUNCANVILLE, TX 75137	Nolan Stone
Angie Fuentes	919 fairway Dr DUNCANville TX 75137	angie Fuentes
Vicente Fuentes	DUNCANville TX 75137 919 Fairway Dr Duncanville	
Beatriz Mares	95 Fairway Dr. Duncanville TX 75137	Beatriz Mares
Amy Taylor	1003 Fairway Dr, Duncanville Tx 75137	Amy Taylor

Print Name	Address	Signature
Hazel Ingram	950 Faieway Dr. Duncanville Texas 75137	Hazel M. Ingram
Keil Potts	947 Fairway Circle Duncanville Texas 75137	
Michael Garza	959 Fairway Cir. Duncanville Texas 75137	
YOLANDA GILLS	951 FAIRWAY CIRCLE DUNCANVILLE, TX 75137	Yolanda Gills
Josephine Brown	971 Fairway Dr. Duncanville, TX 75137	Josephine Brown
Kathyrn Brown	971 Fairway Dr. Duncanville, TX 75137	Kathyrn Brown
Gwendolyn Bond	931 Fairway Duncanville, Tx, 75137	
CAROLYN WILLIAMS	935 Fairway Dr. DUNCANVILLE, TX	
PAUL WILLIAMS	935 Fairway Dr Duncanville, TX 75137	
Katrina Runnels	922 Fairways Dr. Duncanville, TX 75137	
Keith Runnels	922 Fairway Dr. Duncanville, TX 75137	
Bettie Pineda Richard Pineda	923 Fairway Dr Duncanville TX 75137	Bettie Pineda Richard Pineda
Gustavo Mares	915 Fairway Dr Duncanville TX 75137	

rint Name	Address	Signature
Alfredo Garza	959 fairway Cir	
HENRY HUOT	959 Fairway Cir.	
BOBBY CAGLE	959 FAIRWAY CIRCLE	
Dominique Richards	959 Fairway Cir	
IRMA CAGLE	959 FAIRWAY CIR	
Michael Garza	959 Fairway Cir.	
Gustavo Benavides JR	963 FAIRWAY DR	
GustavoB.	963 FAIRWAY DR	
Judy Benavides	963 Fairway Dr	
Alonzo	963 Fairway Dr	
Adnan	926 Fairway Dr	

Print Name	Address	Signature
Maggie Pineda	906 Fairway Dr	
Israel Pineda	906 Fairway Dr	
Anika Simmons	901 Fairway Dr. Duncanville, TX 75137	
Donald Simmons	901 Fairway Dr. Duncanville, TX 75137	
Angie Glover	918 Fairway Dr Duncanville, TX 75137	
Kolbi Runnels	922 Fairway Drive Duncanville Tx 7537	
Kyra Runnels	922 Fairway dr. Duncanville Tx 75137	
Patricia Sheppard	914 Fairway Dr. Duncanville TX 75137	
BETH CRONE	1806 S. Cockrell Hill Rd Duncanville, TX 75137	
Mary Reynolds	943 Fairway Dr Duncanville, TX 75137	
Michael Hensel	943 Fairway Dr. Duncanville, TX 75137	

rint Name	Address	Signature
George Christy	Duncanville 902 Fairway Dr. 75137	George Christy
Brandy Christy	902 Fairway Dr., Duncanville TX 75137	Brandy Christy
Vicente Fuentes	919 Fairway Dr Duncanville tx 75137	
RICARDO PINEDA	923 FAIRWAY DR	Ricardo Pineda

Print Name	Address	Signatu
MARY A. SCALES	958 CAMBRIDGE DR DUNCANVILLE TX 75137	Mary A. Scales
JOHN A. SCALES	"	John A. Scales
Leandro Mendez	943 Cambridge Dr Duncanville	Leandro Mendez
Ken Bain	938 Cambridge Dr	
Cynthia Bain	938 Cambridge Dr.	Cynthia Bain

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider a Resolution adopting the City Council Rules of Procedures in accordance with the Duncanville Home Rule Charter and the Code of Ordinances; Providing for the repeal and replace of any and all prior Rules of Procedure.

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, Iterim City Manager
Chiquita Taylor, City Secretary
Sofine Lewis, Deputy City Secretary

BACKGROUND/HISTORY:
At the August 5, 2025, City Council Meeting, the council was informed of changes to the posting requirements approved by the Texas state legislature effective on September 1, 2025.

HB 1522
With exception of an emergency meeting, meeting notices must be posted three (3) business days before the scheduled date of the meeting.
The following change has been made:

- All agenda items should be submitted for the next agenda 2 Tuesdays prior to the Council Meeting (Section III: 2. Agenda Rules; Item a.)
- The goal is to have Council agendas published and posted in final format with packets delivered to Council on Tuesday (Section III: 2. Agenda Rules; Item b.)

POLICY EXPLANATION:
The City Council is obligated by the Home Rule Charter and Code of Ordinances to adopt Rules of Procedure and Order of Business. The Rules of Procedure has previously and from time to time amended its original adoption. At the September 24, 2019 City Council Special Meeting the City Council enacted a new procedure in accordance with the Duncanville Home Rule Charter to adopt its Rules. City Council finds that it is in the best interest of the City to adopt a new City Council Rules of Procedure. The Rules of Procedure was last adopted on June 3, 2025.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Staff recommends approval of a Resolution adopting the City Council Rules of Procedures in accordance with the Duncanville Home Rule Charter and the Code of Ordinances; Providing for the repeal and replace of any and all prior Rules of Procedure.
2. Other actions as directed by Council.

ATTACHMENTS:
Rules of Procedure changes highlighted
Resolution No. - 2025-520 - Amending Council Rules of Procedure - Pdf

III. RULES OF MEETING

This section will define how guests and Councilmembers shall interact with others and among themselves during all official meetings of the Duncanville City Council.

A. Meeting Structure.

1. TYPES OF MEETINGS

There are four possible types of City Council meetings, which are:

a. **Regular Meetings**: Council shall hold regular meetings to conduct the business of the City on the first and third Tuesdays of each month, as prescribed by Ordinance No. 1449. These meetings shall always comply with the Texas Open Meetings Act. The Council may choose not to meet where there is no pressing business to conduct or when the meeting date conflicts with a holiday or holiday season. The Council must hold a regular meeting at least once a month.
b. **Special Meetings:** Special meetings of Council shall be held when called jointly by the Mayor and the City Manager, or at the request of two or more Council Members. The call or request shall be made to the City Secretary and shall specify the matters to be considered at the special meeting. Upon receipt of such call or request the City Secretary, after consultation with the City Manager, shall immediately notify each Council Member and the City Attorney in writing. Such notice shall specify the matters to be considered at the special meeting, and only the matters specified in the notice shall be considered at such meeting unless all Council Members are present. Special meetings must conform to the Open Meetings Act requirements.
c. **Governance Meeting:** In June of every year, or the first regular meeting of the City Council following the swearing-in of newly elected councilmembers from the May general election or subsequent run-offs, Council will hold a governance meeting. The purpose of the meeting will be to adopt the Rules of Council, select the Mayor pro tempore, and make appointments to the Audit Committee and Boards and Commissions liaisons for a 1-year term.
d. **Emergency Meeting:** The Mayor may call an emergency meeting of the Council in the event that an "emergency," as defined by State Law, occurs.

2. AGENDA RULES

Each meeting shall conform to a regular set of Agenda Rules, which will dictate which items may be considered by the Council at that time.

a. In order to provide time for quality staff reports and preparations, all agenda items should be submitted for the next agenda two Thursdays prior to the Council meeting unless deemed an emergency on an unforeseen specific issue that clearly cannot be postponed until the next agenda.

b. The goal is to have Council agendas published and posted in final format with packets delivered to Council on Thursday prior to the next meeting. If unforeseen circumstances happen that prevent this goal from occurring, the City Manager is required to notify Council immediately stating reason for delay and anticipated delivery time.
c. Any information distributed to one councilmember regarding an item on the agenda shall be distributed to all councilmembers at the same time prior to the meeting so that all councilmembers have equal opportunity to review the information.
d. The Council may rearrange the order of agenda items during a Briefing Session or during a meeting by majority consensus.
e. An item may be placed on the agenda for reconsideration within the next two regularly scheduled City Council meetings if requested by a member of the prevailing side. Any Councilmember may ask for an item to be reconsidered after sixty days from the initial consideration.
f. During a Briefing Session or meeting, any Councilmember may direct that an item on the consent agenda be removed from the consent agenda and placed on the "Items for Individual Consideration."
g. During a Briefing Session or meeting, any Councilmember may request that an item on the list of "Items for Individual Consideration" be moved to the consent agenda. This action requires the consensus of the Council.

3. SCHEDULE & DURATION

To maximize the City Council's efficiency, both the schedule and duration of Council meetings are prescribed in this document. However, should the circumstances require, both of those provisions may be modified according to the situation:

a. If a regularly scheduled meeting falls on the day of a general election, the Council, at its discretion, may move the meeting to a different date. Similarly, should the Council decide not to meet during a holiday period, the Council may determine a different date on which to hold the meeting.
b. No meeting shall extend after the hour of 12 midnight unless Council, by an affirmative vote of the majority of present Council Members, extends the length of the meeting. The Councilmember so moving to extend the length of the meeting shall include in their motion the matters appearing on the docket for that meeting to be considered after the hour of 12 midnight.

B. Rules of Conduct

- COUNCIL MEETING CODE OF CONDUCT: MAYOR & COUNCIL

To preserve order and decorum, the Mayor and all Councilmembers shall abide by the following rules of conduct during all Council meetings.

RESOLUTION NO. 2025-520

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ADOPTING THE RULES OF PROCEDURE FOR COUNCIL AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 2.15 of the City of Duncanville Charter authorizes the Council to determine its rules of procedure and order of business; and

WHEREAS, the City Council adopted its rules of procedure document in June of 2025; and

WHEREAS, the Texas State Legislature changed the posting requirement from 72 hours to three business days for posting agendas, effective September 1, 2025; and

WHEREAS, The City Council has an amendment to the 2024 document changing Section III: 2a and 2b - Agenda Rules, by changing the agenda entry day and council receipt day to Tuesday instead of Thursday.

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

SECTION 1. The City Council does hereby adopt its Rules of Procedure with the amendment, attached hereto as "Exhibit A,"

SECTION 2. The Rules of Procedure shall be the official governing document of the Council until otherwise amended or repealed.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of August 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Duncanville
City of Champions

RULES OF PROCEDURE

Adopted:

August 19, 2025

CITY COUNCIL

CITY OF DUNCANVILLE, TEXAS

City Council of Duncanville Mission & Pillars

"*The mission of the City Council of Duncanville is to build a vibrant inclusive community driven by a commitment to democratic principles and service above self.*"

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I. ROLES & RESPONSIBILITIES

This section will focus on defining the positions and establishing the duties of those who sit on and who are intended to support the operations of the City Council of Duncanville.

A. The Mayor

Home Rule Charter Reference - Article II Sec. 2.05, Presiding Officer: The Mayor

The Mayor shall preside at meetings of the City Council, and shall be recognized as head of City government for all ceremonial purposes and by the Governor for purposes of military law, but shall have no regular administrative duties. He may participate in the discussion of all matters coming before the Council. He shall be entitled to vote as a member thereof on legislative, or other matters, commencing of and from the date that the Council member elected at large assumes the duties of office following the City's general election in May, 2003. The Council shall elect from among the Councilmen a Mayor pro tempore who shall act as Mayor during the absence or disability of the Mayor. If a vacancy in the office of Mayor occurs, the Council shall select a Mayor from its own members who shall serve until the next regular election. His former place as councilmember shall be deemed vacant and filled as provided for in Section 2.04.

1. The Mayor shall be the presiding officer at all meetings. The Mayor pro tempore shall preside in their absence or refusal to conduct the meeting.
2. The Mayor shall preserver order and decorum and shall require Councilmembers and citizens in attendance engaged in debate to limit discussion to the question under consideration and shall operate according to these Rules of Procedure.
3. The Mayor will encourage all Councilmembers to participate in Council discussion and give each member an opportunity to speak for five minutes before any member can speak again on the same subject. No vote to close discussion, limit debate, or call the question shall be entertained by the Mayor if a Councilmember, desiring to speak, has not had their opportunity to speak at least twice on any given agenda item. Any vote to close or limit debate requires a simple majority vote.

B. Mayor pro tempore

1. If the Mayor fails to execute any ordinance, resolution, or Council-approved document within 72 hours of its lawful passage by the Council, the Mayor pro tempore shall have full authority to sign and execute such ordinance, resolution, or Council-approved document.
2. The Mayor pro tempore shall be elected by a majority vote of the Councilmembers present at the first regular meeting of the City Council following the swearing-in of newly elected Councilmembers from the May general election or subsequent run-offs.

3. The Mayor pro tempore shall be elected for a one-year term and shall serve until replaced by a subsequent Mayor pro tempore election. The Councilmember currently serving as Mayor pro tempore shall not be eligible to serve consecutive terms.
4. Criteria to be considered in the election of Mayor pro tempore:
    - Willingness to commit the time necessary to serve in case of the absence of the Mayor. Duties will include presiding over City Council meetings, scheduled and called meetings, representing the City at ribbon cuttings, memorial events, speaking engagements during the day and evening hours, and assisting staff when requested for special projects. From time to time, the Mayor may call on the Mayor pro tempore to assist in representing the City when scheduling conflicts occur.
    - The Mayor pro tempore should have demonstrable leadership abilities and a good working relationship with their fellow Councilmembers and City staff.
    - Councilmember must have served a minimum of one year on the City Council before being eligible to serve as Mayor pro tempore.
    - Councilmember should resist outside lobbying efforts by citizens on behalf of a particular Councilmember or for a particular council district.
    - In the event that more than one Councilmember may meet the criteria to serve as Mayor pro tempore, a Councilmember's vote should be cast for the one member they feel can best serve the City as Mayor pro tempore for the coming year. Since only one person will be elected Mayor pro tempore, the remaining Councilmembers should not consider the vote for another member as a lack of confidence in their ability or disrespect to the citizens of the district they represent.
5. No Councilmember shall offer, seek, or accept any favors, gifts, or special considerations in exchange for a vote to be Mayor pro tempore.
6. The Mayor pro tempore may be removed by a simple majority vote of the City Council. Should the office of Mayor pro tempore be vacated, an election to fill the unexpired term shall be held at the second regular meeting of the City Council following the vacancy.

C. City Council

1. When addressing an agenda item, the Councilmember shall first be recognized by the Mayor, confine their comments and questions to the issue under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Councilmember or staff member in their argument or vote. Councilmembers shall at all times maintain civility among each other and refrain from uncivil discourse.
2. Any Councilmember may appeal a ruling of the Mayor to the Council as a whole. If the appeal is seconded, the Councilmember making the appeal may make a brief statement justifying the appeal. The Mayor may subsequently explain their position. Then, each Councilmember may explain their position. The Mayor will then put the

ruling to a vote of the Council. A majority vote is required to overturn the ruling of the Mayor.

3. Any Councilmember may raise a point of order and require the Council to conform to the order of business or these Rules of Procedure. The Council may by motion and simple majority vote to suspend these rules and amend the agenda or order of business.
4. Meetings with and questions of the City Attorney may be made by any Councilmember as needed, but the Attorney's time shall be used judiciously. Each Councilmember shall exercise their judgement in tracking their hours consulting legal advice and the corresponding expense to the City. It is recommended that meetings with the Attorney take place on days when regular Council meetings are held and the Attorney is already scheduled to be present.
5. In accordance with State Law, the Mayor and Councilmembers shall be required to attend all scheduled meetings of the City Council, unless they have a valid excuse not to do so. Each member is expected to be present for discussion and resolution of all items on the scheduled agendas. As a courtesy, the Mayor, Council, and staff shall be notified in case of absence.
6. In the event that both the Mayor and the Mayor pro tempore are absent from a meeting of the Council, the duty of presiding should fall to the most senior Councilmember in attendance.

D. City Manager

Home Rule Charter Reference – Article II, Sec. 2.07: Appointment of the City Manager

The Council shall appoint a City Manager, at their discretion, for an indefinite term, who shall be the chief administrative and executive officer of the City. No member of the Council shall, during the term for which elected, be chosen as City Manager. The City Manager shall receive such compensation as may be fixed by the Council. Until such time the Council appoints a City Manager, the duties and functions of the City Manager shall be performed by the City Council.

1. The City Manager is directly responsible for providing information to all the Council concerning any written information requests by a specific Councilmember. If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, it is the City Manager's responsibility to inform the Mayor and the Council.
2. The City Manager is responsible for keeping the Council informed.
3. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to the citizen and to the appropriate City Councilmember(s) in writing.
4. The City Manager will strive to maintain positive relations with the City Council by following these guidelines:
    a. Whether newly elected or experienced, remember every Councilmember represents the special interests of a specific district and its voters, as well as the best interests of the City as a whole.

b. Work to establish mutual trust with the Council.
c. Open the lines of communication with the Council.
d. Be inclusive of opportunities for educational trips. An educated Council is in the City's best interests.
e. Include the Council in City-sponsored employee social events.
f. Conduct orientation sessions for new Councilmembers. Provide a tour of the City buildings and introduce to staff.

5. The City Manager is required to prepare and submit to the Council an annual budget. Additionally, the City Manager shall include the department presentations detailing what has been requested and the reason for the request.

E. City Attorney

Home Rule Charter Reference – Article II Sec 2.06, The Council: Powers (12)

The Council shall appoint a City Attorney who shall be a competent attorney licensed to practice law in the State of Texas and who shall hold office at the pleasure of the City Council. (Ord. No. 1783, approved 3-19-02, adopted at election 5-4- 02)

1. The City Attorney is employed by the City Council. All requests for legal opinions from Councilmembers can be discussed with the City Attorney, who will then send a written opinion to be filed by the City Secretary and distributed to all the Council.
2. The City Attorney should not be expected to give a complete answer for complex legal opinions during Council meetings, briefings, or workshops. Requests for opinions should be made at least one week in advance of any Council meetings to ensure quality, well-researched opinions.

F. City Secretary

Home Rule Charter Reference – Article III Sec. 3.07: City Secretary

The City Manager shall appoint an officer of the City who shall have the title of City Secretary, shall give notice of the Council meetings, shall keep minutes of its proceedings, shall authenticate by his signature and record in full in a book kept for the purpose all ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by the City Manager.

1. The City Secretary shall prepare an agenda of all matters requiring the attention of the Council. The agenda for all regular meetings shall be provided to all Councilmembers in the timeframe outlined in Section IV, Rules of Meeting.
2. Except as provided herein, all meetings shall be recorded electronically. The electronic recording shall be produced and maintained by the City Secretary; provided, that if a recording is not possible, detailed minutes of the meetings shall be kept by the City Secretary.

3. Notice must be provided for Ceremonial Proclamations, letters, certificates. Each ceremonial document shall be circulated and filed by 12:00 p.m. on the business day before the meeting at which it is to be considered.

II. RELATIONS

This section will define how members of the Duncanville City Council should interact among themselves and with other entities, both within the City and externally.

A. Mayor, City Council, City Manager, & City Staff

1. The City Manager is expected to respond in a timely manner to Council and Councilmember requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the information.
    a. If the City Manager disagrees with the request, he/she should say so and explain his/her position in writing to all members of the City Council.
    b. If the City Manager disagrees with individual directives, he/she should initiate clarification of Council's will with regard to the individual Councilmember's request.
    c. The City Manager should delegate responsibility for the response as necessary and appropriate, but the City Manager will remain responsible for its receipt by Council in a timely manner.
    d. The City Manager should maintain a checklist and timetable for those requests and other directives of the Council.
2. All City Councilmembers will receive the same pertinent verbal and written information. There will be no preferential dissemination of information.
3. Regarding customer concerns for routine service requests, e.g. trash collection or water billing concerns, City Councilmembers will guide citizens to the appropriate staff member or department rather than the City Manager.
4. During regular meetings, special meetings, or workshops of the City Council, a majority of the Councilmembers present will be required to direct the City Manager in the case of opposing opinions on the Council.

B. Council Inquiries with the City Manager

The City Manager is the primary link between Council and the professional staff. The Council's relationship with the staff should be through the City Manager, as is required by the City Charter. The inquiry process exists to best facilitate that relationship and address Councilmembers' concerns.

1. **Agenda Questions:** Questions arising from Councilmembers after receiving their agenda information packet should be presented to the City Manager for staff consideration prior to the Council meeting. The additional information will be distributed to all Councilmembers. Any request for additional information shall be

provided to the entire council as expeditiously as possible prior to any meeting to ensure appropriate review.

2. **Presentations to Council:** The City Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Council. Presentation should be professional, timely, and allow for discussion of options for resolving the issue. Staff shall make it clear that no Council action is required, present a staff solution, or present the specific options for Council consideration.
3. **Problem Resolution:** If the City Manager or their staff's time is being dominated or misdirected by a Councilmember, or should any conflict arise between staff and Council, the City Manager shall:
    i. Visit with the Councilmember and discuss the problem and/or impact on City Manager or staff time;
    ii. If unresolved, ask the Mayor to arbitrate a resolution to the issue;
    iii. If still unresolved, ask the Mayor to present the concerns to the Council;
    iv. If the unresolved issue is with the Mayor, ask the Mayor pro tempore to arbitrate a resolution to the issue;
    v. If still unresolved issue involves the Mayor, ask the Mayor pro tempore to present the concerns to the Council.

C. Mayor & Councilmember Training and Professional Development

1. In addition to the required training, Councilmembers are encouraged to attend at least one training event per year, and others as found beneficial to the performance of their elective duties subject to the availability of funds as appropriated in the annual budget for the Mayor and each Councilmember.
2. The Mayor and each member of Council will have an appropriated budget amount by representative area. Travel and training funds appropriated for the Mayor and each Councilmember shall not be available for transfer to another Councilmember or the Mayor.
3. Selection of professional development events are at the discretion of each councilmember but are limited to expenditures within the amount appropriated for those trainings. Unexpended funds for each elective position are non-transferable and shall be returned to fund balance at the end of each fiscal year.
4. Councilmembers are encouraged to select training events from the following list of providers:
    - Texas Municipal League (and affiliates)
    - North Central Texas Council of Government
    - National League of Cities
    - Other as deemed important to individual members
5. As the need arises, additional expenditures may be made from miscellaneous professional development funds that are subject to annual appropriation, for the Mayor and/or a Councilmember chosen to represent the Council at special events.

Such additional expenditures may be made only after having been placed on the agenda of a regular Council meeting and acted upon by motion, second, and favorable majority vote.

D. Community Events and Town Halls

1. The City Council shall strive to host an open-format, topical Town Hall session, no less than twice a year. These Town Halls may include guest speakers and presenters but shall also include the opportunity for citizens to directly meet, address, and ask questions of the Mayor and City Councilmembers.
2. Councilmembers are also encouraged to host frequent community-building events within their council districts. All community events will be placed on the City Website and LED for all City Councilmembers, regardless of event size, coordination, or official staff-backing, except during the formal period of elections.
3. The Mayor may host a monthly interactive event, supported by City Staff, provided that it occurs during regular operating hours and is scheduled in advance. Both citizens and City Councilmembers (although they shall not gather in a sufficient number to constitute a quorum) are invited to participate.
4. Each Councilmember shall also be allotted one staff-supported "major" community event per year, provided sufficient notice of at least one month prior to the date of the event and financial backing as budgeted in the annual budgeting procedure.
    a. This shall not be used to put a limitation on the ability of any Councilmember to host any number of self-planned and publicized community events.
    b. No events shall be coordinated or marketed by staff during the formal period of elections.

E. Media and Social Media

1. On all administrative matters, the official spokesperson for City Staff shall be the City Manager or their designee.
    a. When in doubt, Councilmembers shall defer to the city's Public Information Officer on questions from the media.
2. Similarly, the Mayor, or their chosen designee, shall always be the primary spokesperson for the official position of the City on matters regarding policy decisions and Council information pertaining to issues under debate or on the agenda.
3. Councilmembers publicly represent the city at all times, whether they are within a City Council meeting or without. As such, Councilmembers shall constantly be aware of their actions on any social media platform, and the effect it may have on their public images, as well as on the image of the City of Duncanville.
    a. If a Councilmember chooses to create a social media account as a publicly elected official with the specific intent to engage with constituents, they shall keep this account distinct and separate from other personal accounts that they maintain – acknowledging that, as an elected official, any use of social media for their duties may create a public record.

b. Elected officials increasingly use social media for re-election purposes, however, mixing campaign and constituent communications from the same account, website, or other platform could put a Councilmember at risk for violating laws that prohibit using government resources for political purposes. For this reason, it is advised that Councilmembers do not maintain their online campaign platforms year-round as vehicles to address constituent concerns.

4. When using a social media platform, for personal or professional purposes, Councilmembers shall at all times be knowledgeable, courteous, and responsible in their usage. For further social media best practices, Councilmembers may refer to the City of Duncanville employee handbook.
5. Unless specifically identified as a resource for receiving requests for information, social media sites are not proper vehicles for users or constituents to make requests for public information.
6. Where a matter of possible legal concern may arise, Councilmembers may consult the City Attorney regarding their social media usage, as with any other matter pertaining to their elective duties.

F. Boards and Commissions

1. All City Councilmembers, with the exception of the Mayor, may serve as liaisons to the boards and commissions of the City for a period of one year at the pleasure of the Council.
    a. Councilmembers will select different boards and/or commissions to serve as liaisons to on or after the date of the appointment of the boards and commissions members.
    b. Each Councilmember will be allowed to select the board(s) or commission(s) they would like to liaise with by order of seniority.
    c. Councilmembers are strongly encouraged, but not required, to attend all meetings of their selected boards and/or commissions.
    d. Each Councilmember may submit a quarterly report to the entire Council through the City Secretary on the activity of their respective board and/or commission. Any questions or concerns about board or commission matters will be directed to the City Secretary for dissemination to the Council.

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e. An item may be placed on the agenda for reconsideration within the next two regularly scheduled City Council meetings if requested by a member of the prevailing side. Any Councilmember may ask for an item to be reconsidered after sixty days from the initial consideration.
f. During a Briefing Session or meeting, any Councilmember may direct that an item on the consent agenda be removed from the consent agenda and placed on the "Items for Individual Consideration."
g. During a Briefing Session or meeting, any Councilmember may request that an item on the list of "Items for Individual Consideration" be moved to the consent agenda. This action requires the consensus of the Council.

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b. No meeting shall extend after the hour of 12 midnight unless Council, by an affirmative vote of the majority of present Council Members, extends the length of the meeting. The Councilmember so moving to extend the length of the meeting shall include in their motion the matters appearing on the docket for that meeting to be considered after the hour of 12 midnight.

B. Rules of Conduct

- COUNCIL MEETING CODE OF CONDUCT: MAYOR & COUNCIL

To preserve order and decorum, the Mayor and all Councilmembers shall abide by the following rules of conduct during all Council meetings.

i. Listen and understand before judging.
ii. Focus on the vision and goals; no personal attacks or inferences.
iii. Look for areas of agreement before differences.
iv. Be on time; start on time; silence all personal communication devices, and do not allow them to distract from the work at hand.
v. Once a decision is made, support the City decision, but state your reservation.
vi. Agree to disagree; move on to the next issue.
vii. Come prepared to discuss issues; when possible, ask questions of staff prior to the meeting so that staff can be prepared.
viii. Praise in public; provide constructive feedback in private.
ix. Participate in discussions and focus on the issue; avoid side conversations. Need to be mindful that sidebar conversations are disruptive.
x. Be courteous, honest and treat others with respect.
xi. Communicate in an open, direct manner; keep others informed.
xii. If you have a personal issue with another member of Council, go to that member directly and not to other councilmembers, the community or staff. This house rule does not affect the right of one or more Councilmembers to institute the censure process set out in Section IV, (Regulations).
xiii. Be a positive ambassador for the City.
xiv. When the Council is meeting in the Council Chamber, use the electronic system to notify the Mayor you wish to comment on a matter before the Council.
xv. Allow others to finish their comments before speaking.

- COUNCIL MEETING CODE OF CONDUCT: CITIZENS & PRESENTERS

All citizens and presenters in attendance at a City Council meeting must abide by the following code of conduct.

- During public City Council meetings, all guests shall not disturb order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor or the rules of the Council. Attendees shall demonstrate respect and courtesy to each other, to all members of the City Council, to City staff members, and to members of the public appearing before the Council. All participants shall refrain from rude and derogatory remarks and shall not belittle staff members, Councilmembers, or members of the public. No participant shall engage in electioneering during the formal campaign season.

- COUNCIL MEETING CODE OF CONDUCT: THE MEDIA

The Mayor, Council, and City Manager recognize that an informed public ensures progress and good government which remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television

reports during City Council meetings without infringing upon the First Amendment rights of the media.

i. **Media Orientation:** Since each government body conducts business differently, it is requested that all reporters new to City Council meetings first meet with the City Manager, Mayor, or the designated media relations representative prior to covering their first meeting for information on policies and procedures.
ii. **Agenda Information:** All reporters requesting so will receive an agenda package in advance and will be furnished any supporting material needed for clarification for themselves and the general public.
iii. **Chamber Seating:** During the conduct of official business, the news media shall occupy either the places designated for them, or for the general public.
iv. **Conduct in Chambers:** Representatives of the media are requested to refrain from conversing privately with others in the audience while the Council is in session. Interviews with the public should be conducted outside of the Council Chambers while the Council is in session.
v. **Equal Access for Opposing Positions:** The ethical burden or fair presentation of opposing positions in any issue of debate falls upon the media. When opposing positions are debated, regardless of the outcome, interviews by the media should provide equitable representation from Councilmembers of all viewpoints.
vi. **Policy Clarification**: Any clarification requested by the media on the issues discussed during a Council meeting should be addressed after the meeting. At that time, either the Mayor or their designated spokesperson shall be the official source of information regarding policies or the agenda.

C. Order of Business

The agenda for regular Council meetings shall generally adhere to the following order:

Work Session / Briefing

- Discuss Appointments & Dismissals to Existing Boards and Commissions
- Discuss Elimination, Creation, or Combination of Boards or Commissions
- Executive Session
- Discuss Agenda Items
- Briefings & Presentations

Regular Session

- Call to Order
- Invocation
- Pledge of Allegiance & Texas Pledge of Allegiance
- Reports
    a. Mayor's Report

b. Councilmember's Report
c. City Manager's Report

- Presentations and Proclamations
- Citizen Input
- Consent Agenda
- Items for Individual Consideration
- Action Resulting from Executive Session
- Staff and Board Reports
- Adjournment

D. Rules of Procedure for Council Meetings

1. PARLIMENTARY PROCEDURE

a. The designated presiding officer shall, at all times, be responsible for maintaining procedure during any official meeting of the City Council.
b. *Roberts Rules of Order Newly Revised*, latest edition, may be consulted regarding parliamentary procedure. However, the final parliamentary authority will rest with a simple majority vote of the Council.

2. COMMENTS FROM THE PUBLIC

"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."

During regular meetings of the City Council, citizens may address the Council during the Citizens Public Comment Period, during discussion of an agenda item or during a Public Hearing. Strict order will be maintained at all times. Tirades of individual personalities and personal aspersions will not be tolerated. Speakers who are out of order will be asked to leave the Council Chambers. Threats of violence will be cause for removal. Electioneering during the formal campaign season shall be prohibited.

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.

a. CITIZENS PUBLIC COMMENTS
i. Any citizen wishing to make a public comment will file a request card with the City Secretary, including printed name, address, telephone number, subject, and signature. A public comment period will be set aside for any citizen to present matters of interest. Each speaker will have two minutes.

ii. Any comments received via email by citizens who do not wish to speak at the meeting will be provided to all members of Council and will be added to the public record. However, emailed comments will not be read aloud during the meeting.
iii. Comments on Public Hearing agenda items will not be taken during the public comment period since time is allowed for proponents and opponents during Public Hearings.
iv. Speakers will address the entire Council, not another speaker, audience member(s), nor individual Councilmembers.
v. Priority will be given to speakers who have not previously spoken during the public comment period in the immediate past Council meeting.
vi. If no request cards are received by the time the Regular Council meeting begins, the Mayor will skip the Citizens Public Comment Period. If request cards are received after the regular Council meeting begins, the Mayor may, at their discretion, allow public comment at the end of the meeting or with an agenda item.
vii. Councilmembers will not respond to the subjects raised by speakers during the Citizens Public Comment Period.
viii. The Citizens Public Comment Period will be placed immediately after the recognition of visitors on City Council agendas.

b. PUBLIC HEARINGS
i. Both proponents and opponents shall have a maximum of ten minutes per side for their presentation.
ii. A maximum of five minutes per side will be provided for rebuttal and surrebuttal.
iii. After the public hearing is closed, the Council may ask questions of the speakers.
iv. Speakers must limit their responses to the questions asked by the Council.

E. Reports to Council

1. The Mayor's Report, Councilmember Reports, and City Manager's Report will be placed on the agenda for regular meetings following the Invocation and Pledge of Allegiance.
2. All reports will be limited to three minutes.
3. The three-minute limitation for any report may be waived by a majority vote of the City Council.

F. Meeting Minutes

Home Rule Charter Reference — Article II, Section 2.15, Rules of Procedure: Minutes

The Council shall determine its own rules and order of business. It shall keep minutes of its proceedings, and the minutes shall be open to public inspection. Minutes of all meetings of the Council shall be promptly entered within forty-eight (48) hours in the minute book of the Council, and City Secretary shall at the same time provide a permanent and adequate index showing the action of the Council in regard to all matters submitted to it at both regular and special meetings.

1. Written minutes shall be maintained for all posted meetings of the City Council. Approval of the minutes shall be made by vote of the City Council at the next regularly scheduled meeting. Proposed corrections to minutes that have not been approved shall be submitted to the City Secretary by 5 p.m. of the day before the regularly scheduled meeting where minutes are scheduled for approval.
2. The minutes for meetings of the City Council shall follow basic parliamentary procedure for action minutes, thereby recording what was done rather than what was said. Information to be contained in the minutes shall include the following:
    i. Name of group or assembly.
    ii. Type of meeting (regular, special, workshop).
    iii. Date of meeting.
    iv. Time meeting is called to order.
    v. Location of meeting, if not always the same.
    vi. Officials present and absent.
    vii. Topic or subject matter of each agenda item and action taken, including motions, amendments, record vote, and any parliamentary action.
    viii. Time of adjournment.
    ix. Signature blocks for Mayor and City Secretary.
3. The minutes for non-action agenda items such as the Mayor's Report, Councilmember Reports, the City Manager's Report, the Citizen Public Comment Period, Public Hearings, staff reports, and committee reports shall include the speaker's name and the subject matter.
4. The minutes for discussion-based agenda items, such as those commonly found in briefing sessions and workshops, should reflect the topics of discussion rather than verbatim statements or summarized statements by individual speakers.

G. Resolutions & Ordinances

1. All official action of the City Council shall require a Resolution or Ordinance to capture the clear intent of the policy decision, approved by the majority of the Council.

IV. REGULATIONS

A. Code of Ethics

1. The Mayor and all City Councilmembers, as official representatives of the people of Duncanville, must always abide by all facets of the Code of Ethics established and adopted for the City in Ordinance No. 2113.

B. Censure Policy

Although left to the decision of the Councilmembers, it is encouraged that a Notice of Censure be filed only after a personal conversation between at least one complaining Councilmember and the accused Councilmember has taken place and has proven unsuccessful.

1. Two or more City Councilmembers may file a written Notice of Censure against another City Councilmember with the City Secretary. The written notice shall set forth the allegation(s) of conduct and City Charter, Code of Ethics, or Rules and Procedures provisions which the accused Councilmember shall have allegedly violated, and include (1) a copy of all evidence supporting the allegations and (2) a list of persons who may be called as witnesses if the allegations proceed to final hearing. A copy shall be delivered to all Councilmembers by the City Secretary. A written Response to the allegation(s) may be filed by the accused Councilmember within ten business days after receipt thereof. A copy of the Notice of Censure and Response thereto shall be delivered to each Councilmember by the City Secretary within two business days after the response is filed.
2. On the first regularly scheduled meeting of the Council after the filing of the Notice and any Response, the City Secretary shall formally present the Notice and Response to the City Council and a copy will be attached to the minutes and become part of the public record. The Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal public hearing on the merits of the Notice of Censure or whether the allegations should be dismissed. A vote to hold a public hearing shall not be construed to be a vote of censure.
3. The accused City Councilmember has the right to be represented by legal counsel of their choosing and at their own cost; no City funds may be expended on the legal counsel during a censure hearing. The counsel may attend the hearings and present evidence and testimony at the preliminary and final hearings.
4. If the Council has voted to find good cause presented in the Notice of Censure, a public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Council, which shall be set no sooner than twenty business days from the date of the meeting where the Notice and any Response is presented. At least ten business days prior to the date of the public hearing, the accused Councilmember may file an evidentiary supplement to the written Response (if not done at the time of the initial Response filing) which shall contain: (1) a copy of all evidence refuting the allegations that the or that the Councilmember wishes the

Council to consider; and (2) a list of persons who may be called as witnesses upon final hearing of the allegations.

5. At the final hearing, the City Council will hear evidence concerning the notice of censure. Evidence and witnesses shall be limited to that contained in, or listed on, the Notice of Censure and Response. The City Council shall determine whether the evidence presented is relevant and authentic, but formal Rules of Procedure and Evidence shall not apply. The format of the final hearing is as follows:
    a. The City Councilmembers proffering the charges shall present evidence and witnesses in support of the allegation(s) contained in the Notice of Censure and explain how the evidence supports the proposition that the accused Councilmember violated the City Charter, Code of Ethics, or Rules and Procedures.
    b. The Councilmember who is the subject of the censure shall have the opportunity to present evidence and witnesses to support his or her position with respect to the Notice of Censure. The burden of proof shall be on the Councilmembers proffering the Notice of Censure and the standard shall be a preponderance of evidence.
    c. After receiving evidence at the final hearing, the City Council shall then take a roll-call vote, after motion duly made and seconded, and a majority of five members of the City Council shall be required to sustain the censure of the Councilmember. If sustained, the City Attorney shall prepare a formal Censure document for adoption by a majority vote of the City Council at a future meeting.

C. Removals from Office

1. REMOVAL OF CITY COUNCIL MEMBERS

Home Rule Charter Reference - Article II Sec. 2.10, Council Not To Interfere in City Manager's Appointments or Removals

Willful violation of the foregoing provisions of this Charter by any member of the Council shall constitute official misconduct and shall authorize the Council by a vote of a majority of its membership to expel such offending member from Council if found guilty after a public hearing, and thereby create a vacancy in the place held by such member.

2. REMOVAL OF OTHER APOINTIVE OFFICALS

Home Rule Charter Reference - Article II Sec. 2.09, Removal of Other Appointive Officials

The Council may, upon the affirmative vote of majority of the full membership of the Council, remove members of its appointive boards or commissions without notice, except otherwise provided by state law. (Ord. No. 1491, adopted 1-21-97, approved at election 5-3-97).

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider a Resolution to accept or reject the thirteenth amended joint Chapter 11 Plan or reorganization of Purdue Pharma, LP and its affiliated debtors and authorizing the submission of an e-ballot.

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, Interim City Manager

BACKGROUND/HISTORY:
The proposed Purdue/Sackler settlement is two settlements being implemented in connection with Purdue's bankruptcy proceedings. It consists of settlement of Purdue's claims against the Sacklers (the "Estate Settlement") to be distributed pursuant to a chapter 11 bankruptcy plan, and a settlement of direct claims against the Sacklers held by states, local governments, and other creditors (the "Direct Settlement"). Dollars will flow from both settlements.

For the Direct Settlement, the more political subdivisions that participate, the more funds flow to Texas and its political subdivisions. Any political subdivision that does not participate cannot directly share in any of the Direct Settlement funds. Please note that the Texas Attorney General will be collecting Subdivision Participation Forms for the Direct Settlement through Rubris Inc. Rubris is the Implementation Administrator for the Direct Settlement. The deadline for submission of those forms is September 30, 2025.

POLICY EXPLANATION:
The Purdue Pharma bankruptcy case, after being overturned by the Supreme Court in 2024, has been revised to remove the non-consensual third-party releases that shielded the Sackler family (Purdue's former owners) from liability claims related to the opioid crisis. Previously, the plan sought to discharge claims against the Sacklers, who were not debtors in the bankruptcy, without the consent of affected claimants. The new plan, filed on March 18, 2025, and approved by a federal bankruptcy court in June 2025, addresses the concerns raised by the Supreme Court.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Letter - Purdue Pharma
Resolution No. - 2025-524 - Purdue Pharma Bankruptcy Settlement - Pdf

NICHOLS JACKSON

500 N. Akard Street, Suite 1800
Dallas, Texas 75201
Main: 214-965-9900
Fax: 214-965-0010
Web: www.nicholsjackson.com

Robert E. Hager
Email: rhager@nicholsjackson.com

August 8, 2025

By Email Transmission
city.secretary@duncanvilletx.gov
Chiquita Taylor, City Secretary
203 E. Wheatland Road
Duncanville, Texas 75116

Re: ***Purdue Bankruptcy – ballots to approve or reject the bankruptcy plan of reorganization.***

Dear Chiquita:

Attached with this correspondence is a Resolution and Ballot to Accept or Reject the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma, L.P., and its Affiliated Debtors. You may also have received emails from the Texas Attorney General regarding submission of participation forms for a direct settlement related to Purdue Pharma and the Sackler Family.

The proposed Purdue/Sackler settlement is **two settlements** being implemented in connection with Purdue's bankruptcy proceedings. It consists of settlement of Purdue's claims against the Sacklers (the "Estate Settlement") to be distributed pursuant to a chapter 11 bankruptcy plan, and a settlement of direct claims against the Sacklers held by states, local governments, and other creditors (the "Direct Settlement"). Dollars will flow from both settlements.

For the Direct Settlement, the more political subdivisions that participate, the more funds flow to Texas and its political subdivisions. Any political subdivision that does not participate cannot directly share in any of the Direct Settlement funds. Please note that the Texas Attorney General will be collecting Subdivision Participation Forms for the Direct Settlement through Rubris Inc. Rubris is the Implementation Administrator for the Direct Settlement. The deadline for submission of those forms is September 30, 2025.

Additionally, certain eligible Texas political subdivisions have received ballots to vote on the chapter 11 plan that includes the Estate Settlement. These political subdivisions should follow the applicable instructions for voting. **Voting on the plan is separate from participation in the Direct Settlement, and eligible political subdivisions must separately join the Direct Settlement in order to receive the benefits of the Direct Settlement.**

The Purdue Pharma bankruptcy case, after being overturned by the Supreme Court in 2024, has been revised to remove the non-consensual third-party releases that shielded the Sackler family (Purdue's former owners) from liability claims related to the opioid crisis. Previously, the plan sought to discharge claims against the Sacklers, who were not debtors in the bankruptcy, without the consent of affected claimants.

The new plan, filed on March 18, 2025, and approved by a federal bankruptcy court in June 2025, addresses the concerns raised by the Supreme Court. Here are the key aspects relevant to Class 4 claims:

1. Opt-in settlement: Creditors, including those with Class 4 claims (likely referring to individual victims and related entities), now have the option to release their claims against the Sackler family in exchange for a share of the settlement funds.

2. Preservation of rights: If claimants choose not to opt-in and release their claims against the Sacklers, they can still pursue legal action against them in civil court. However, these claimants will only be eligible for a share of the $900 million paid by the reorganized Purdue Pharma, not the larger sum contributed by the Sacklers.

3. Settlement funds and distribution:
   a. The total settlement amount, assuming full creditor participation, is expected to exceed $7.4 billion.
   b. The Sacklers will contribute approximately $6.5 billion in installments over 15 years, with an initial payment of $1.5 billion on the effective date of the plan.
   c. Purdue will contribute 100% of its assets, including an estimated $900 million in cash available for distribution at the time of the emergence from bankruptcy.
   d. A significant portion of the settlement funds will be distributed within the first three years.
   e. The plan allocates more than $850 million specifically for individual victims if they choose to participate in the settlement.

4. Creation of a public benefit company: Purdue will be liquidated and its assets transferred to a new public benefit company, dedicated to developing and distributing opioid addiction treatment and overdose reversal medications at no profit. This new entity will not involve any ownership or control by the Sackler family.

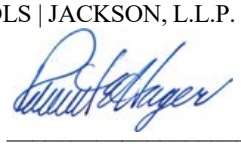
5. Transparency: The plan includes provisions for a document repository, making millions of documents related to Purdue's historical sales and marketing practices available to the public.

This revised plan attempts to address the legal and ethical concerns surrounding non-consensual third-party release, while still providing compensation to the victims and funding for opioid crisis abatement efforts. It's crucial to note that individual outcomes for Class 4 claimants will depend on their decision to opt-in or pursue individual legal action, and the specific details of their claims.

Please note that the Class 4 Ballot Forms related to the chapter 11 bankruptcy and eventual Estate Settlement is being collected through Kroll Restructuring Administration, LLC. Kroll is the Solicitation Agent for the Class 4 Ballot Forms. The deadline for submission of those forms is September 30, 2025, at 4:00 p.m. EST.

Sincerely,

NICHOLS | JACKSON, L.L.P.

By: 

Robert E. Hager
City Attorney

4898-6287-6251, v. 1

RESOLUTION NO. 2025-524

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE BALLOT FOR VOTING TO ACCEPT OR REJECT THE THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS AND AUTHORIZING THE SUBMISSION OF AN E-BALLOT TO ACCEPT OR REJECT THE THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Duncanville (the "City") has received notice that a solicitation agent, on behalf of Purdue Pharma L.P., its general partner Purdue Pharma, Inc., and Purdue Pharma's wholly owned direct and indirect subsidiaries, as debtors and debtors in possession, is soliciting votes to accept or reject the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, dated March 19, 2025 (the "Plan"); and

WHEREAS, the City can accept or reject the Plan by adopting and submitting an E-Ballot on or before September 30, 2025, at 4:00 p.m. (prevailing Eastern Time), attached hereto and incorporated herein by this reference as Exhibit "A" (the "Ballot Form"); and

WHEREAS, the City Council of the City of Duncanville finds there is a substantial need for participation in the Plan and supports the adoption of the acceptance or rejection of the Plan and finds it in the public interest to participate in voting on such Plan through the Ballot Form.

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 authorizes the City Manager to ☐ accept/ ☐ reject the Plan.

SECTION 2. The City Manager is hereby authorized on behalf of the City to execute, sign, and submit or cause to be submitted said Ballot Form using the City's Unique E-Ballot ID#, attached hereto and incorporated herein by this reference as Exhibit "A" to Purdue Pharma Ballot Processing c/o Kroll Restructuring Administration LLC online at https://restructuring.ra.kroll.com/purduepharma on or before September 30, 2025 at 4:00 p.m. (prevailing Eastern Time).

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of August 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A
Ballot Form

89428-26

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
PURDUE PHARMA L.P., *et al.*,[1]	)	Case No. 19-23649 (SHL)
Debtors.	)	(Jointly Administered)

BALLOT FOR VOTING TO ACCEPT OR REJECT THE THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS

CLASS 4: NON-FEDERAL DOMESTIC GOVERNMENTAL CLAIMS

Please read and follow the enclosed instructions carefully before completing the ballot. This ballot is being sent to you to solicit your vote on the Debtors' Plan of Reorganization.

THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KROLL RESTRUCTURING ADMINISTRATION LLC ("KROLL" OR THE "SOLICITATION AGENT") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON SEPTEMBER 30, 2025 (THE "VOTING DEADLINE").

The Solicitation Agent, on behalf of Purdue Pharma L.P. ("Purdue Pharma"), its general partner Purdue Pharma Inc., and Purdue Pharma's wholly owned direct and indirect subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), is soliciting votes to accept or reject the *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors*, dated March 19, 2025 [D.I. 7306] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the "Plan"[2]) from the Holders of certain Impaired Claims against the Debtors.

You are receiving this ballot (the "Ballot") because our records indicate that you have asserted a Claim against the Debtors as of May 12, 2025 (the "Voting Record Date"). Your Claim

[1] The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Purdue Products L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

[2] Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan or the Disclosure Statement & Solicitation Procedures Order (as defined herein), as applicable.

Voter ID: 40603

192364904290257

is classified under the Plan in Class 4 (Non-Federal Domestic Governmental Claims). Except as otherwise set forth in the Bar Date Order, all timely filed Claims have been deemed filed against the Debtors, and, therefore, you are being solicited to vote to accept or reject the Plan as provided in Item 2 below on account of your Class 4 Claim.

The rights of Holders of Claims in Class 4 are described in the Disclosure Statement for the Plan, filed on March 19, 2025 [D.I. 7307] (together with all schedules and exhibits thereto, and as may be modified, amended or supplemented from time to time, the "Disclosure Statement") and the Bankruptcy Court's order approving the Disclosure Statement and related solicitation procedures [D.I. 7615] (the "Disclosure Statement & Solicitation Procedures Order"). The Solicitation Package you are receiving with this Ballot provides instructions detailing how to access electronic versions, request hard copies or request flash-drive format versions of each of the Disclosure Statement & Solicitation Procedures Order as entered by the Bankruptcy Court (without any exhibits), the Disclosure Statement as approved by the Court (with the Plan annexed thereto) and a letter from the Official Committee of Unsecured Creditors (such letter, the "Creditors' Committee Letter"). If you would like to obtain additional solicitation materials, free of charge, you may contact the Solicitation Agent by (i) visiting the Debtors' case website at https://restructuring.ra.kroll.com/purduepharma; (ii) writing Purdue Pharma Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; (iii) emailing purduepharmainfo@kroll.com (with "Purdue Pharma Solicitation Inquiry" in the subject line) or (iv) calling the Solicitation Agent at (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (if calling from outside the U.S. or Canada). You may also access these materials for a fee via PACER at https://www.nysb.uscourts.gov/.

Pursuant to the Disclosure Statement & Solicitation Procedures Order, the Bankruptcy Court has approved the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe that you have received this Ballot in error, please contact the Solicitation Agent at the address or telephone numbers set forth above.

For your vote to be counted, this Ballot must be properly completed, signed and returned to the Solicitation Agent so that it is actually received by the Solicitation Agent no later than 4:00 p.m. (prevailing Eastern Time) on September 30, 2025.

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the Holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan. Notwithstanding the fact that your Claim would otherwise satisfy the definition of another type of Claim, or your receipt of a ballot or notice, which identifies your Claim as belonging to a specific Class for voting and distribution purposes, any Claim that satisfies the definition of Co-Defendant Claims under Sections 1.1 and 4.17 of the Plan

shall be a Co-Defendant Claim and any Claim that satisfies the definition of an Other Subordinated Claim under Sections 1.1 and 4.18 of the Plan shall be an Other Subordinated Claim.

If you have any questions on how to properly complete this Ballot, please contact the Solicitation Agent at (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (international) or by email at purduepharmainfo@kroll.com (with "Purdue Pharma Solicitation Inquiry" in the subject line). You may also contact the Creditors' Committee with any questions at PurdueCreditorInfo@AkinGump.com. **THE SOLICITATION AGENT AND THE CREDITORS' COMMITTEE ARE NOT AUTHORIZED TO, AND WILL NOT, PROVIDE YOU WITH LEGAL ADVICE.**

89428-26

IMPORTANT NOTICE REGARDING CERTAIN RELEASES (INCLUDING THIRD-PARTY RELEASES), EXCULPATION, INJUNCTION AND CHANNELING INJUNCTION PROVISIONS IN THE PLAN:

Sections 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12 and 10.13 of the Plan contain release, shareholder release, exculpation, injunction, channeling injunction, MDT Insurer injunction, Settling MDT Insurer injunction and shareholder channeling injunction provisions. Thus, you are advised to review and consider the Plan, the Disclosure Statement and the Creditors' Committee Letter carefully. Below is a summary of the release provisions. For the avoidance of doubt, to the extent any provision of this notice conflicts with the terms of the Plan, the terms of the Plan will control. Capitalized terms used below have the meanings ascribed to such terms in the Plan.

Pursuant to the Plan, certain Releasing Parties are releasing (i) the Released Parties and (ii) the Shareholder Released Parties from certain Claims and Causes of Action.

The Releasing Parties include, collectively, (i) the Supporting Claimants, solely in their respective capacities as such, (ii) the Opt-In Settling Creditors, (iii) the Settling Co-Defendants and (iv) with respect to each of the Persons in the foregoing clauses (i) through (iii), each of their Related Parties to the extent such Releasing Party has the authority under applicable law to grant such release on their behalf, in each case, other than any Shareholder Released Party.

The Released Parties include, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties, solely in their respective capacities as such, and (iii) solely for purposes of the releases by the Debtors in Section 10.6(a) of the Plan, (A) the Supporting Claimants, the Creditors' Committee and the Creditors' Committee's members and each of their respective professionals, in each case solely in their respective capacities as such and (B) the Settling Co-Defendants and each of their Related Parties, in each case solely in their respective capacities as such; *provided*, *however*, that, notwithstanding the foregoing or anything herein to the contrary, no Excluded Party or Shareholder Release Snapback Party shall be a Released Party in any capacity or respect. For purposes of this definition of "Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Released Party, such claim would be released if asserted against such other Released Party.

The Shareholder Released Parties include the beneficiaries of the separate shareholder release provisions in the Plan. The Plan Supplement will include the Shareholder Settlement, which will provide for, among other things, the settlement of claims against the Shareholder Released Parties.

Your participation in the Third-Party Releases will be governed by the terms of the Governmental Entity Shareholder Direct Settlement.

You are advised to carefully review the Plan, the Disclosure Statement, the Plan Supplement and the Governmental Remediation Trust Documents, which set forth the eligibility requirements and process by which the Governmental Remediation Trust will make payments to Holders of qualified Non-Federal Domestic Governmental Claims. For the avoidance of doubt, to the extent any provision of this notice conflicts with the terms of the Plan, the terms of the Plan will control.

89428-26

INSTRUCTIONS FOR COMPLETING THIS BALLOT

This Ballot is provided to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

The Plan will be accepted by Class 4 if the Plan is accepted by the Holders of at least two-thirds (2/3) in amount and at least one-half (1/2) in number of the Claims in Class 4 that vote on the Plan in such Class. In the event that Class 4 votes to reject the Plan, the Bankruptcy Court may nevertheless confirm the Plan and, thereby, make the Plan binding on the Holders of Claims in Class 4 if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the Holders of Claims in Class 4 and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all Holders of Claims against, and Interests in, the Debtors (including those Holders who abstain from voting on or vote to reject the confirmed Plan, and those Holders who are not entitled to vote on the confirmed Plan) will be bound by the confirmed Plan and the transactions contemplated thereunder.

To have your vote counted, you must complete, sign and return this Ballot so that it is actually received by the Solicitation Agent no later than the Voting Deadline of September 30, 2025 at 4:00 p.m. (prevailing Eastern Time). Ballots must be delivered to the Solicitation Agent at the appropriate address listed below:

If online by E-Ballot:	**If by standard or overnight mail:**	**If by hand delivery:**
Visit https://restructuring.ra.kroll.com/purduepharma and click on the "Submit E-Ballot" link. For your E-Ballot login credentials and further details, please see page 8 below.	Purdue Pharma Ballot Processing c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232	Purdue Pharma Ballot Processing c/o Kroll Restructuring Administration LLC 850 3rd Avenue, Suite 412 Brooklyn, NY 11232 If you plan to hand-deliver your Ballot to Kroll's office, please email purduepharmaballots@kroll.com (with "Purdue Pharma Ballot Delivery" in the subject line) at least twenty-four (24) hours in advance of your arrival at the Kroll address above to arrange delivery.

Class 4 Ballots will not be accepted by telecopy, facsimile, email or other electronic means of transmission (other than by E-Ballot).

You must properly complete the Ballot as follows:

a. Item 1 (Amount of Claim). **Please note that each Claim in Class 4 has been allowed in the amount of $1.00 for voting purposes only, and not for distribution, allowance or any other purpose.**

b. Item 2 (Vote on the Plan). Cast one vote to accept or reject the Plan by checking the appropriate box in Item 2 below. You must vote the entire amount of your Claim either to accept (i.e., vote in favor of) or reject (i.e., vote against) the Plan and you may not split your vote. Accordingly, any vote within a single Class that attempts partially to accept and partially reject the Plan will not be counted.

c. If you hold Claims in a Class other than Class 4, you may receive more than one Ballot or Solicitation Package, labeled for a different Class of Claims. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class of Claims only if you complete, sign and return the Ballot labeled for such Class of Claims in accordance with the instructions on that Ballot.

d. If more than one timely, properly completed Ballot is received, unless the Holder of the Class 4 Claim receives Bankruptcy Court approval otherwise, then the last properly executed, timely received, valid Ballot will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot.

e. If you fail to designate either an acceptance or rejection of the Plan or designate both an acceptance and rejection of the Plan, the Solicitation Agent may, in its discretion, either contact you to attempt to cure the defect or not count your vote as either an acceptance or rejection of the Plan.

f. Item 3 (Acknowledgments and Certifications). Item 3 contains certain required certifications, which you are making by signing and returning the Ballot. Please ensure that you have read and understood the certifications prior to signing the Ballot and the certifications are correct for your Ballot. Provide your name, mailing address and any remaining information requested in Item 3 below.

g. If you are completing this Ballot on behalf of another claimant, indicate your relationship with such claimant and the capacity in which you are signing on the appropriate line in Item 3 in the Ballot below. By submitting the Ballot, you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act).

h. Sign and date the Ballot.

i. If additional space is required to respond to any item on the Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Ballot to which you are responding. Do not include medical records with this Ballot. Medical records cannot be returned by the Solicitation Agent.

j. Deliver the completed, executed Ballot so as to be **actually received** by the Solicitation Agent by the Voting Deadline.

89428-26

PLEASE NOTE:

No Ballot shall constitute or be deemed a Proof of Claim or an assertion of a Claim. No fees, commissions, or other remuneration will be payable for soliciting votes on the Plan.

NOTHING CONTAINED HEREIN OR IN THE SOLICITATION PACKAGES SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE DEBTORS OR THE SOLICITATION AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS OR THE SOLICITATION AGENT WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE SOLICITATION PACKAGES.

IF THE DEBTORS' PLAN OF REORGANIZATION IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING ON YOU WHETHER OR NOT YOU HAVE VOTED TO ACCEPT OR REJECT THE DEBTORS' PLAN OF REORGANIZATION (EXCEPT AS OTHERWISE PROVIDED IN THE PLAN).

IF YOU (A) HAVE ANY QUESTIONS REGARDING THE BALLOT, (B) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, OR (C) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AT 844-217-0912 (U.S./CANADA, TOLL-FREE) OR +1 347-859-8093 (INTERNATIONAL), OR BY EMAILING PURDUEPHARMAINFO@KROLL.COM (WITH "PURDUE PHARMA SOLICITATION INQUIRY" IN THE SUBJECT LINE). PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. YOU MAY ALSO CONTACT THE CREDITORS' COMMITTEE WITH ANY QUESTIONS AT PURDUECREDITORINFO@AKINGUMP.COM. THE SOLICITATION AGENT AND THE CREDITORS' COMMITTEE ARE NOT AUTHORIZED TO, AND WILL NOT, PROVIDE YOU WITH LEGAL ADVICE.

89428-26

SUBMITTING BY E-BALLOT

PLEASE COMPLETE THE FOLLOWING:

To submit your Ballot via the "E-Ballot" platform, please visit https://restructuring.ra.kroll.com/purduepharma. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot ID#: 3GJR-D6Q4-VZCQ-FU9W

The Solicitation Agent's "E-Ballot" platform is the sole manner in which your Ballot will be accepted via electronic or online transmission. Ballots submitted by telecopy, facsimile, email or other electronic means of transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your E-Ballot. Please complete and submit an E-Ballot for each E-Ballot ID# you receive, as applicable.

Holders who cast a Ballot using the Solicitation Agent's "E-Ballot" platform should NOT also submit a paper Ballot.

89428-26

CLASS 4 BALLOT

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 4 Claims. Please note that each Claim in Class 4 has been allowed in the amount of $1.00 for voting purposes only, and not for purposes of ultimate "Allowance" of a Claim, distribution of value under the Plan or for any other purpose. For the avoidance of doubt, the $1.00 amount at which a Claim has been allowed for voting purposes does not impact the payment that a Holder of a Class 4 Claim may receive.

Claims Amount: $1.00

Item 2. Vote on the Plan. The undersigned Holder of Class 4 Claims hereby votes to *(check **only one** box)*:

☐ **ACCEPT (I.E., VOTE IN FAVOR OF)** the Plan

☐ **REJECT (I.E., VOTE AGAINST)** the Plan

Item 3. Acknowledgments and Certification. By signing this Ballot, the undersigned certifies and/or acknowledges that:

(a) either the undersigned is: (i) the Holder of the Class 4 Claims being voted; or (ii) an authorized signatory for a person or entity that is a Holder of the Class 4 Claims being voted, and, in either case, has the full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;

(b) the undersigned has been provided with a copy of the Disclosure Statement, including the Plan and all other exhibits thereto, the Disclosure Statement & Solicitation Procedures Order without exhibits and a Confirmation Hearing Notice;

(c) the solicitation of votes is subject to all terms and conditions set forth in the Plan, Disclosure Statement & Solicitation Procedures Order and the procedures for the solicitation of votes to accept or reject the Plan contained therein;

(d) the undersigned has cast the same vote with respect to all of its Class 4 Claims; and

(e) no other Ballots with respect to the amount of the Class 4 Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.

192364904290257

Voter ID: 40603

89428-26

Name of Claimant: City of Duncanville, Texas

Signature: _____

Name of Signatory (if different than Claimant): _____

If authorized by Agent, Title of Agent: _____

Street Address: _____

Street Address: (continued) _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

Date Completed: _____

Voter ID: 40603

192364904290257

Voter ID: 40603

192364904290257

+++Project Windsor 2325 SRF 89428 ADRID: 7355984 Pack ID: 4-0603
City of Duncanville, Texas
M. Shelby Pearcy NJDHS
500 N. Akard, 1800 Ross Tower
Dallas TX 75201

Voter ID: 40603

192364904290257

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider a Resolution approving the increase in purchase order 2225013 - Fieldhouse HVAC.

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.**
- **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:
Angel Deal - Project Manager
Jennifer Otey - Budget Administrator
Craig Brasfield - Fieldhouse General Manager
Elton Brock - Chief Procurement Officer

BACKGROUND/HISTORY:
Scope adjustments were identified after the start of the project that required additional materials and labor related to the necessary upgrades that will enhance energy efficiency, occupant comfort, and overall system performance of the Fieldhouse HVAC.

POLICY EXPLANATION:
After a bid has been awarded, a city may still increase the quantity of work to be done or the materials or supplies to be furnished if it is necessary to do so through a change order. Change orders that increase the amount of the original approved purchase order, will be approved by council.

FUNDING SOURCE:

ORG and Object Number
10011000-700882

Available Budget	Purchase Amount	After Encumber
NA	$30,000	NA

ACTION ALTERNATIVES:

1. Approved funding in the amount of $30,000
2. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-523 - Duncanville Fieldhouse HVAC Purchase Order Increase 8_19

RESOLUTION 2025-523

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN INCREASE TO PURCHASE ORDER NO. 2250312 IN THE AMOUNT OF THIRTY THOUSAND DOLLARS ($30,000.00), FOR A REVISED TOTAL OF ONE MILLION EIGHTY-THREE THOUSAND NINE HUNDRED EIGHTY-NINE DOLLARS ($1,083,989.00), TO SUPPORT HVAC SYSTEM UPGRADES AT THE DUNCANVILLE FIELDHOUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Scope adjustments related to smoke detection integration, electrical relays, and mechanical airflow regulation, all of which are necessary to comply with facility engineering specifications and life safety codes; and

WHEREAS, additional funding in the amount of $30,000.00 is required to complete satisfy the change orders related to the necessary upgrades that will enhance energy efficiency, occupant comfort, and overall system performance; and

WHEREAS, the proposed increase is consistent with the City's commitment to sustainable infrastructure, operational excellence, and long-term cost savings; an

WHEREAS, sufficient funds are available in the approved budget to support this increase;

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

SECTION 1. That the City Council hereby authorizes an increase of $30,000.00 to Purchase Order No. 2250312 for a revised total amount of $1,083,989.00, to support HVAC upgrades at the Duncanville Fieldhouse.

SECTION 2. That the City Manager, or their designee, is authorized to execute any documents necessary to effectuate this increase and ensure timely completion of the project.

SECTION 3. That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of August 2025

APPROVED:

_____

Mayor

ATTEST:

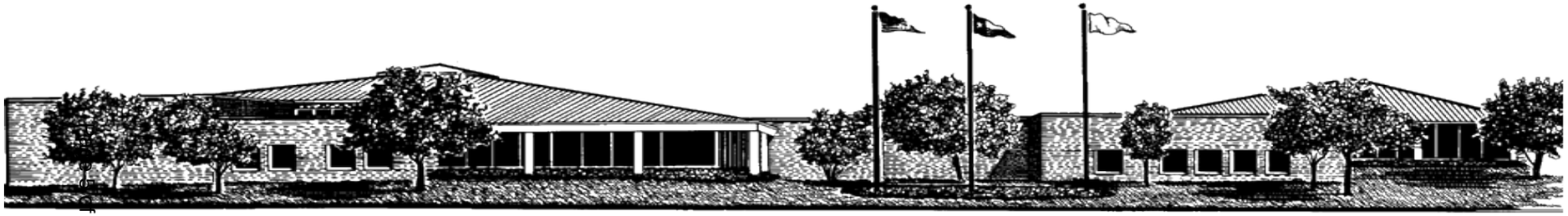
_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney



City of Duncanville

FIELDHOUSE HVAC CIP

AUGUST 19, 2025

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

Project Overview

- The City of Duncanville entered contract with TRANE Technologies in **January 2025.** The contract, totaling **$1,053,989** was authorized under **Resolution 2024-370**.
- Pre-construction meetings held in February and March 2025.
- Scope focus - unit replacement.
- **Summit Consultants, Inc** retained to confirm plan viability and ensure integration with facility design.

Phase I & II

- **May 6, 2025**
- Smoke detectors installed; discovered missing **shutdown switch wiring**.
- **Electrical relays** added—critical for automatic HVAC shutdown during smoke detection.
- Initiated a **Fire Watch** until system compliance was achieved

Fire Watch: Temporary safety measure using trained personnel to monitor for fire risks when detection/suppression systems are inactive

Phase III – Final Scope Review

- After wiring upgrades, system resumed operation.
- Contractor identified **missing return air dampers** (required by Phase I plans but not installed).
- Dampers essential for airflow regulation and smoke control, though not an emergency item.

Change Orders

Five change orders were initiated due to equipment needs and scope adjustments.

- Final project costs exceeded original contract to meet safety and design specifications.
- The cost overruns incurred during facility construction and inspection phases are directly traceable to procedural and planning gaps that contributed to unanticipated cost overruns.
- In alignment with our commitment to financial transparency and continuous improvement, the following slides summarizes key findings from our recent gap analysis of the Facility Capital Improvement Project's final inspection phase.

Cost Overruns & Associated Gaps

Item	Amount	Funding Source	Linked Gap
Change Order – TRANE Phase II Smoke Detector Wiring	$2,500	HOT Funds	Lack of full system inspection prior to contract execution led to omitted scope
Chare order- TRANE: Return Air Dampers, Labor and Materials	$10,322.25	HOT Funds	Incomplete HVAC assessment; needed full system replacement recommendation
Invoice – Automatic Sprinkler of Texas: Repairs and Smoke Test	$9,925	HOT Funds + FH Budget	Warranty status unclear; reactive testing due to missing full system replacement strategy
Invoice – Exclusive Protection Service: Fire Watch Protection	$3,580	HOT Funds	Contract exclusions not pre-negotiated; contingency plans absent during final phases
Invoice – Sun Belt Rentals: 33” Scissor Lift	$1,007	FH Funds	Equipment needs not communicated early; change order process lacked standard coordination

City of Duncanville

Balancing Dampers – Change Order Summary

- Balancing dampers identified in engineered plans as required components for airflow control and compliance
- Change order includes labor and materials, approved to fulfill specification requirements
- Equipment has a **4–6-week lead time**, impacting installation timeline
- **Project schedule extended** to accommodate delivery and installation sequencing
- **Final phase completion projected for September 2025**, including:
  - Final inspections
  - System testing
  - Full stakeholder sign-off
  - Formal project close-out

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider a Resolution awarding RFP 24-0021 for a 3 year term contract for mowing, abatement, and landscaping services to Good Earth Corporation and Urban Landscape and Irrigation, with a total amount $1,386,304.92 over 3-year term with a $69,315.24 contingency not to exceed $1,455,620.16

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

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

BACKGROUND/HISTORY:
The City of Duncanville has historically contracted for mowing, abatement, and landscaping services to maintain city parks, medians, facility grounds, lots, and rights-of-way. In past years, a single contractor was responsible for servicing all areas. However, due to increasing service demands and inefficiencies in fulfilling the city's needs, a new approach was taken for this year's contract.

For RFP 24-0021, the city opted to award multiple vendors to ensure the equitable distribution of funds and services, as well as to guarantee the fulfillment of services across all designated areas. The cost for these services has increased substantially, primarily due to rising labor costs, increased equipment maintenance expenses, and inflationary pressures on materials and fuel. Additionally, mowing cycles for athletic fields were increased to accommodate longer playing seasons and enhance turf health. The contract also includes additional Economic Development Corporation (EDC) lots, rights-of-way, and guardrails, further contributing to the cost increase. These factors necessitated a higher budget allocation to maintain the required level of service across all areas.

To address the increased costs and ensure continuity of service, the City Council approved RFP 24-0021 as a three-month contract. In order to fund mowing and landscaping operations through the remainder of FY25, a mid-year budget amendment was required. This amendment allowed for sufficient funds to be encumbered under the new contract terms. The amendment also accounted for projected costs for an additional two years of service to maintain medians, rights-of-way, vacant lots, and TxDOT properties. This phased and budget-adjusted approach ensures that all city-maintained properties receive the necessary level of care throughout the duration of the contract.

POLICY EXPLANATION:

RFP 24-0021 is a three-year contract beginning in FY25, with the option to renew in FY26 and FY27. The contract provides the necessary labor, equipment, and materials for citywide mowing and landscaping services, ensuring the maintenance of over 440 acres across various city properties. The scope of work includes, but is not limited to:

- Mowing services for parks, medians, rights-of-way, and city-owned properties
- Edging of sidewalks, curbs, and paved areas using string line trimmers or blade-type mechanical edgers
- Removal of yard waste using blowers
- Litter removal prior to mowing
- Protection of trees and shrubs from damage due to mowing and trimming equipment
- Specialty reel/contour mowing for all City of Duncanville athletic fields

These services ensure the upkeep of public spaces while maintaining safety and aesthetic standards. The contract also allows staff to manage work cycles and adjust services based on weather conditions. The growing season typically runs from March 1st through November 15th, necessitating a structured approach to maintenance.

Due to the increase in Mowing and Landscape Services, Staff will begin these services with a 3-month contract in order to complete necessary budget adjustments to provide these services for the remainder of the fiscal year. This approach will also provide time for alternate means and methods of providing these services for the city.

After a competitive bidding process, the staff recommends awarding contracts to the following vendors:

- Good Earth Corporation – Section A: Water Lots, Section C: Streets, Medians, Rights-of-Way, and Lots. - ($1,269,909)
- Urban Landscape and Irrigation – Section B: Facility Buildings & Armstrong Park, Section D: Parks & Preserves until the city has secured resources to in-house these properties - ($466,013.96)
- $86,796.14 Contingency available to all contractors as needed for Sections F, Abatement Services, and Alternate Bid items for Landscape materials and Labor costs.

The remaining FY 25 term contract amount is $382,422.96. This approach ensures that the service remains consistent and uninterrupted while also improving efficiency.

Breakdown of Accounts: FY25 & FY26–FY27					
Department/Division	**Account**	**FY25 Available Budget**	**FY25 Purchase Amount**	**FY25 After Encumbered**	**FY26–FY27 Purchase Amount (2 year total)**
Parks and Recreation: Grounds Maintenance	01044600-700661	$391,147.82	$387,706.17	$3,441.65	$913,249.96
4B – Beautification: Grounds Maintenance	12011800-700661	$17,077.71	$17,077.71	$0.00	$21,550.00
Fieldhouse: Grounds Maintenance	45601000-700661	$10,600.00	$6,500.00	$4,100.00	$6,500.00
Public Works Utilities: Grounds Maintenance	02312000-700661	$6,155.00	$6,155.00	$0.00	$6,155.00
Public Works Streets Maintenance: Contractual Services	01066200-700450	$57,135.81	$1,300.00	$55,835.81	$1,300.00
Code Enforcement: Contractual Services	01036500-700450	$8,811.08	$8,811.08	$0.00	$10,000.00
Totals	—	—	**$427,549.96**	—	**$958,754.96**

FUNDING SOURCE:

ORG and Object Number
Parks and Recreation: Grounds Maintenance - 01044600-700661, 4B- Beautification: Grounds Maintenance - 12011800-700661, Fieldhouse: Contractual Services - 45601000-700450, Public Works Utilities: Grounds Maintenance - 02312000-700661, Public Works Streets Maintenance: Contractual Services - 01066200-700450

Available Budget	Purchase Amount	After Encumber
$490,927.42	$427,549.96	$63,377.46

ACTION ALTERNATIVES:

1. Approve RFP 24-0021 funding in the amount of **$**1,455,620.16, to perform the mowing, abatement, and landscaping services
2. Do not provide funding for mowing, abatement, and landscaping services
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-514 - Awarding RFP 24-0021 FOR MOWING, ABATEMENT, AND LANDSCAPING SERVICES
Urban Landscaping & Irrigation Services Contract Final

Good Earth Mowing Landscaping Services Contract Final- Signed Contract
BAFO Good Earth Spreadsheet Final
Urban BAFO Spreadshet_final

RESOLUTION NO. 2025-514

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFP 24-0021 FOR MOWING, ABATEMENT, AND LANDSCAPING SERVICES TO GOOD EARTH CORPORATION AND URBAN LANDSCAPE AND IRRIGATION; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has historically contracted mowing, abatement, and landscaping services to maintain city parks, medians, facility grounds, lots, and rights-of-way; and

WHEREAS, due to increased service demands, rising costs, and a need for greater operational efficiency, the City issued RFP 24-0021 to solicit qualified vendors for a three-year contract; and

WHEREAS, the City received competitive proposals and conducted a thorough evaluation based on qualifications, capacity, pricing, and scope coverage; and

WHEREAS, staff recommends awarding RFP 24-0021 to multiple vendors in order to ensure equitable distribution of services and guaranteed fulfillment across all designated areas; and

WHEREAS, the total contract award over a three-year term is $1,386,304.92, with a contingency of $69,315.24, not to exceed $1,455,620.16, with the remaining FY25 amount totaling $382,422.96.

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

SECTION 1. The City Council hereby awards RFP 24-0021 for mowing, abatement, and landscaping services to Good Earth Corporation and Urban Landscape and Irrigation in the amount of $1,386,304.92, with a contingency not to exceed $69,315.24, for a total not to exceed $1,455,620.16, and authorizes funding through appropriate departmental accounts.

SECTION 2. The City Manager is hereby authorized to execute all necessary contracts and documents on behalf of the City of Duncanville to implement the award of RFP 24-0021.

SECTION 3. 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 (19) day of (August), (2025).

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

THE CITY OF DUNCANVILLE
Services Contract
RFP 24-0021 Mowing, Abatement & Landscaping Services

This services agreement ("Contract") is made as of the Effective Date by and between:

V. L. & I, Inc.
dba Urban Landscaping and Irrigation
700 S. Dallas Ave.
Lancaster, TX 75146
(972) 227-9999
info@callurban.com

This **SERVICES AGREEMENT** ("Agreement") is made and entered into by and between **V. L. & I, Inc. dba Urban Landscaping and Irrigation,** hereinafter referred to as "CONTRACTOR," which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY," to be effective upon approval of the Duncanville City the Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform specific work and services outlined in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

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

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

Section 1. Services to be Provided

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, goods, and deliverables, as outlined in the "Scope of Services, Deliverables, and Schedule," "Scope," **Exhibit A** and incorporated herein. Exhibit A also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin upon the date mutually agreed to by the City and the **Contractor**. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract

The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue for a one (1) year period, with the option to extend the agreement for an additional four (4) one-year terms. The term(s) shall **automatically** be extended unless the agreement is terminated by either Party in accordance with Section 9 of this Agreement, as detailed in this Contract.

Section 3. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONTRACTOR make reasonable effort to provide such additional services at mutually agreed charges or rates, and within

the time schedule prescribed by CITY, and without decreasing the effectiveness of the performance of services required under this Contract.

B. To the extent it is reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work outlined in the Scope of Services, including the agreed-upon schedule.

Section 4. Invoices

A. The CONTRACTOR shall submit monthly invoices for work completed. Invoices shall be emailed to the City's Accounts Payable Department at accountspayable@duncanville.com, and a proforma copy will be sent to the City's designated project manager or departmental point of contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic funds transfer. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper invoices must include a unique invoice number, the purchase order or delivery order number, the master agreement number, if applicable, the department's name, and the name of the department's point of contact. Invoices shall be itemized. The CONTRACTOR's name, remittance address, and, if applicable, the tax identification number on the invoice must match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope but previously agreed to by the City with a written change order shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rates and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through all Subcontractors and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

Section 5. Payment

The total CONTRACTOR fee shall be specified in Exhibit A and **Section 5.** The total amount of the invoices on the project shall not exceed the contract amount of **One Million One Hundred Fifty Seven Thousand Two Hundred and Four and forty-four cents ($1,157,204.44)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule outlined in this Section, unless amended in writing by the City. All fees paid to the CONTRACTOR by the CITY shall be based on invoices submitted by the CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

CITY agrees to pay:

This agreement is an Indefinite Quantity Indefinite Delivery (IDIQ), and all orders shall be issued with an authorized City of Duncanville Purchase Order as a release to the Master Agreement. All payments shall be approved only after receipt and acceptance of the deliverables, and all Payments shall be in accordance with the pricing established in Exhibit A.

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

a. third-party claims, which are not covered by the insurance the CONTRACTOR must pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.

b. failure of the CONTRACTOR to pay Subcontractors for labor, materials, or

equipment; damage to the property of the CITY or the CITY's agents, employees, or CONTRACTORS, which is not covered by insurance required to be provided by the CONTRACTOR;

c. reasonable evidence that the CONTRACTOR's obligations will not be completed

within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

failure of the CONTRACTOR to submit proper invoices with all required attachments and supporting documentation or

d. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.

e. any sums owed to the CITY for any reason, including delinquent taxes.

Payments shall be made within 30 days of receipt of the invoice by the CITY unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate, except if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the skills and care ordinarily provided by similarly situated CONTRACTORS in the same or similar locality and under the same or similar circumstances and license, as applicable. The CONTRACTOR shall, without additional compensation, correct or revise any service errors or deficiencies.

B. Neither CITY's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract. CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided under this Contract properly, efficiently, and timely per CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractors, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractors, sub-subcontractors, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Agreement, provide CITY with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Agreement shall be submitted for approval by CITY. All instruments of service shall be sealed as may be applicable or required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents, and CONTRACTORS for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents, and CONTRACTORS.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel all existing contracts promptly insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon all goods or services being delivered to the CITY. Should CITY require a modification of this Contract with the CONTRACTOR, in the event CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR before such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person and not less than One Million Dollars for any (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any (1) occurrence and One Million Dollars ($1,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
Office: (972) 780-5058
purchasing@duncanvilletx.gov

And shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every renewal date of the required insurance policies, the CONTRACTOR shall issue a certificate of insurance and policy endorsements evidencing the required insurance herein and deliver them to the CITY. In addition, the CONTRACTOR shall, within ten (10) business days after the written request, provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any

amounts due to the CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis and non-contributory to any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non- performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all, appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

Section 12. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under the said Statutes in connection with employees of CONTRACTOR.

Section 13. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided, however, that no right or interest in the Contract shall be assigned, and the CONTRACTOR shall delegate no obligation without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person,

firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, a copy of the board of directors' resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County, and Municipal laws, ordinances, regulations, safety orders, resolutions, and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract, and the venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The parties intend the Contract to be a final, complete, and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the parties' intent that all provisions be construed to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises from or relates to the Contract or the breach thereof, the parties agree to negotiate before prosecuting a suit for damages. However, this section does not prohibit filing a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior-level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If within thirty (30) calendar days after such a meeting, the parties have yet to succeed in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediators. Nothing in the Contract prevents the parties from relying on the skills of a person

trained in the dispute's subject matter or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging in the services of other CONTRACTORS, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed before termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by using its own forces or by resub letting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any CONTRACTOR invoices, orders, or other documents shall have any force or effect to change the contract's terms, covenants, and conditions.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:
City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

If to CONTRACTOR: *(See Page One for Contact Information)*

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2. **Transactions with an Abortion Provider or Affiliate**

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. **Prohibition against doing business with Foreign Terrorist Organizations**

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. **Discrimination Against Firearm & Ammunition Industries**

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. **Boycotting of Energy Companies**

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an

expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor,

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

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

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

Section 31. Workforce

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

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization

and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form 1-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 38. Exhibits

The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 39. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work

The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. The cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the Chief Procurement Officer of the CITY of Duncanville in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to continue performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such an occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a

party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Agreement.

Section 52. No Warranty by City Against Infringements

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

Section 53. Warranty Services

The Contractor warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Contractor. The City of Duncanville shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Agreement from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contractual agreement shall not be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of

Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

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

Section 55. Clean Air Act Requirements

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

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 57. Claims

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

Section 58. Compliance with the Copeland Anti-Kickback Act

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

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

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 60. SAM.gov Registration

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

Section 61. Historically Underutilized Business Requirements

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

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

Section 62. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any SUBCONTRACTORS in performance of this agreement, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written agreement between the CONTRACTOR and the subcontractor.

Section 63. Entire Contract

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

Section 64. Conflicts of Language

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order

5. Proposal documents and CONTRACTOR terms and conditions

Section 65. Entire Contract

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

(Signature Page on the following page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the _____ day of _____, 2025.

Owner:	Contractor:
THE CITY OF DUNCANVILLE	**V.L.&I, Inc.** **dba Urban Landscaping and Irrigation**
Signature:	Signature:
Douglas Finch	
Printed Name:	Printed Name:
City Manager	President
Title:	Title:
Date:	Date:

Exhibit A

City of Duncanville, Duncnville, TX

RFP 24-0021 – Mowing, Abatement & Landscaping Services

Due Date & Time September 26, 2024 @ 2:00 P.M.

Bidders Name & Address
V.L.&I, Inc
dba Urban Landsaping & Irrigation
Lancaster, TX

				Orginal Bid Price		BAFO Price	
	Alternate Bid Items Unit Pricing for Materials /Labor per Request	**Service Performed**	**Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	1 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ 34.95	N/A	**$ 34.95**	N/A
2	5 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ 86.50	N/A	**$ 86.50**	N/A
3	15 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ 192.50	N/A	**$ 192.50**	N/A
4	Flats, 4-inch annual color, installed including 90-day waranty	N/A	N/A	$ 37.50	N/A	**$ 37.50**	N/A
5	Six pack annual color, installed including 90-day waranty	N/A	N/A	$ 40.50	N/A	**$ 40.50**	N/A
6	Yard, Fine Hardwood Mulch, Installed	Per Cubic Yard	N/A	$ 75.00	N/A	**$ 100.00**	N/A
7	Man-hour landscape labor - Equipped	Hour	N/A	$ 55.00	N/A	**$ 55.00**	N/A
8	Square-foot landscape pavers, installed	Per Square Foot	N/A	$ 18.00	N/A	**$ 25.00**	N/A
9	Man-hour debris/trash can service, equipeped	Hour	N/A	$ 45.00	N/A	**$ 55.00**	N/A
10	10 lb. Bag Shredded Hardwood Mulch	Per Bag	N/A	$ 6.00	N/A	**$ 6.00**	N/A
	ALTERNATE BID ITEMS TOTAL			**$ 590.95**	**$ -**	**$ 632.95**	**$ -**
	SECTION A WATER LOTS/ PUMP STATIONS	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	110 S. Clark Rd	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
2	330 Shady Trail	Mowing Cycle	17	$ 230.00	$ 3,910.00	**$ 230.00**	$ 3,910.00
3	1110 N. Main St	Mowing Cycle	17	$ 184.00	$ 3,128.00	**$ 275.00**	$ 4,675.00
4	1835 Meadowcrest Dr.	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 150.00**	$ 2,550.00
5	1839 Straus Rd., Cedar Hill, TX	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 275.00**	$ 4,675.00
	SECTION A TOTAL			**$ 789.00**	**$ 13,413.00**	**$ 1,055.00**	**$ 17,935.00**
	SECTION B FACILITY BUILDINGS & ARMSTRONG PARK	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	100 E. Wheatland Rd. (Old Tax Office)	Mowing Cycle	31	$ 256.00	$ 7,936.00	**$ 256.00**	$ 7,936.00
2	City Hall Annex - 103 E. Wheatland Rd	Mowing Cycle	31	$ 246.00	$ 7,626.00	**$ 246.00**	$ 7,626.00
3	City Hall/Police Dept. - 203 E. Wheatland Rd.	Mowing Cycle	31	$ 276.00	$ 8,556.00	**$ 300.00**	$ 9,300.00
4	Duncanville Fieldhouse - 5100 S. Main St.	Mowing Cycle	31	$ 276.00	$ 8,556.00	**$ 500.00**	$ 15,500.00
5	Fire Station #1 - 308 W. Camp Wisdom Rd.	Mowing Cycle	31	$ 137.44	$ 4,260.64	**$ 137.44**	$ 4,260.64
6	Fire Station #2 - 1530 S. Main St.	Mowing Cycle	31	$ 240.00	$ 7,440.00	**$ 240.00**	$ 7,440.00
7	Parks & Rec Dept. Building 323 W. Camp Wisdom Rd.	Mowing Cycle	31	$ 190.00	$ 5,890.00	**$ 190.00**	$ 5,890.00
8	Library/Recreation Center - 201 James Collins Blvd.	Mowing Cycle	31	$ 368.00	$ 11,408.00	**$ 368.00**	$ 11,408.00
9	Municipal Service Center - 330 Shady Trail - (Irrigated)	Mowing Cycle	31	$ 368.00	$ 11,408.00	**$ 368.00**	$ 11,408.00
10	Municipal Service Center - 330 Shady Trail - (Non-Irrigated)	Mowing Cycle	17	$ 300.00	$ 5,100.00	**$ 175.00**	$ 2,975.00
11	Senior Center - 206 James Collins Blvd.	Mowing Cycle	31	$ 175.00	$ 5,425.00	**$ 300.00**	$ 9,300.00
	SECTION B TOTAL			**$ 2,832.44**	**$ 83,605.64**	**$ 3,080.44**	**$ 93,043.64**
	SECTION C STREETS, MEDIANS, ROWS, LOTS	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	115 - 259 N. Merrill Ave/E. Center St./E. Cherry St. (Railroad Flats)	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
2	223 Woodhaven	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
3	300 E. Hwy 67	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
4	305/307 E. Hwy 67	Mowing Cycle	17	$ 350.00	$ 5,950.00	**$ 150.00**	$ 2,550.00
5	425 E. Danieldale - Danieldale Plaza	Mowing Cycle	9	$ 188.20	$ 1,693.80	**$ 188.20**	$ 1,693.80
6	Alexander Dr.	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
7	Avenue C	Mowing Cycle	9	$ 225.00	$ 2,025.00	**$ 225.00**	$ 2,025.00
8	Avenue of Stars	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
9	Cambridge Circle	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
10	Camp Wisdom Road	Mowing Cycle	17	$ 920.00	$ 15,640.00	**$ 920.00**	$ 15,640.00
11	Casa Grande Place	Mowing Cycle	17	$ 336.00	$ 5,712.00	**$ 336.00**	$ 5,712.00
12	Cedar Hill Rd. - Sante Fe Trail to Danieldale Rd.	Mowing Cycle	9	$ 225.00	$ 2,025.00	**$ 225.00**	$ 2,025.00
13	Cedar Ridge Rd.	Mowing Cycle	17	$ 828.00	$ 14,076.00	**$ 828.00**	$ 14,076.00
14	Cockrell Hill Rd.	Mowing Cycle	17	$ 1,125.00	$ 19,125.00	**$ 1,300.00**	$ 22,100.00
15	Cockrell Hill Rd. - Avenue of Stars to Daniedale	Bed Maintenance	17	$ 1,100.00	$ 18,700.00	**$ 1,100.00**	$ 18,700.00
16	Danieldale Road	Mowing Cycle	17	$ 1,125.00	$ 19,125.00	**$ 1,300.00**	$ 22,100.00
17	Danieldale Rd. - Main St. to Cockrell Hill Rd.	Bed Maintenance	17	$ 700.00	$ 11,900.00	**$ 700.00**	$ 11,900.00
18	Downtown Medians - Center to Davis	Mowing Cycle	31	$ 296.00	$ 9,176.00	**$ 296.00**	$ 9,176.00
19	Dow Ross Blvd. - Southside 300,400, & 500 Blocks	Mowing Cycle	17	$ 126.00	$ 2,142.00	**$ 126.00**	$ 2,142.00
20	Duncanville Road	Mowing Cycle	17	$ 276.00	$ 4,692.00	**$ 276.00**	$ 4,692.00
21	E. Wintergreen Rd. (Medians) East & West of Main St.	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
22	Frank Kealer Blvd. - 600 Block to Escuela Dr.	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
23	Freeman St.	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
24	GaynorAve.	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
25	Greenbriar Lane	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
26	Highmore Dr.	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
27	Hill City Blvd.	Mowing Cycle	17	$ 460.00	$ 7,820.00	**$ 460.00**	$ 7,820.00
28	Hollywood Park Alleyway	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
29	Hustead St. Davis to Camp Wisdom	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
30	Hwy 67 Right-of-way - City Limit to City Limit	Bed Maintenance	17	$ 2,500.00	$ 42,500.00	**$ 2,500.00**	$ 42,500.00
31	Hwy 67 Right-of-way - City Limit to City Limit	Litter Cycle	17	$ 2,645.00	$ 44,965.00	**$ 2,645.00**	$ 44,965.00
32	Hwy 67 Right-of-way - City Limit to City Limit	Mowing Cycle	7	$ 9,918.75	$ 69,431.25	**$ 3,500.00**	$ 24,500.00
33	Hwy 67 Right-of-way - City Limit to City Limit	Trimming Cycle	4	$ 4,000.00	$ 16,000.00	**$ 4,000.00**	$ 16,000.00

34	Instate Highway 20 Frontage Rd.	Mowing Cycle	9	$ 1,472.00	$ 13,248.00	**$ 1,472.00**	$ 13,248.00
35	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Bed Maintenance	17	$ 4,289.00	$ 72,913.00	**$ 4,289.00**	$ 72,913.00
36	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Litter Cycle	17	$ 2,645.00	$ 44,965.00	**$ 2,645.00**	$ 44,965.00
37	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	7	$ 9,918.75	$ 69,431.25	**$ 4,000.00**	$ 28,000.00
38	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Trimming Cycle	4	$ 3,967.50	$ 15,870.00	**$ 3,967.50**	$ 15,870.00
39	Interstate Highway 20 Right-of-Way and Cedar Ridge Road	Bed Maintenance	17	$ 2,200.00	$ 37,400.00	**$ 2,200.00**	$ 37,400.00
40	James Collins Blvd. - (Mow and Trim Jasmine)	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
41	Jellison Blvd. - (Northside of Link Dr. to Duncanville Rd.)	Mowing Cycle	17	$ 215.00	$ 3,655.00	**$ 215.00**	$ 3,655.00
42	Keywe Place Circle	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
43	N. Main St.	Mowing Cycle	17	$ 460.00	$ 7,820.00	**$ 460.00**	$ 7,820.00
44	Oriole Blvd.	Mowing Cycle	17	$ 276.00	$ 4,692.00	**$ 276.00**	$ 4,692.00
45	Parkview Dr. - (Circle of Undeveloped ROW East & West of the Creek)	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
46	Peach St. - (eastside of drain area)	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
47	Railroad Park - (N. Main St. both sides of track from Camp Wisdom to I-20)	Mowing Cycle	31	$ 880.00	$ 27,280.00	**$ 880.00**	$ 27,280.00
48	Railroad ROW - (from Danieldale to Camp Wisdom)	Mowing Cycle	9	$ 1,472.00	$ 13,248.00	**$ 1,472.00**	$ 13,248.00
49	Round Top Blvd. - (Northside 600 to 700 blocks)	Mowing Cycle	9	$ 276.00	$ 2,484.00	**$ 276.00**	$ 2,484.00
50	S. Main St.	Mowing Cycle	17	$ 184.00	$ 3,128.00	**$ 184.00**	$ 3,128.00
51	Sante Fe Trail	Mowing Cycle	17	$ 736.00	$ 12,512.00	**$ 736.00**	$ 12,512.00
52	Sigler Ave. - (undeveloped ROW at Avenue C)	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
53	Thrush Ave. - (southside 300 block)	Mowing Cycle	9	$ 125.00	$ 1,125.00	**$ 125.00**	$ 1,125.00
54	W. Wintergreen Rd. - Main St. to Hwy 67	Mowing Cycle	17	$ 184.00	$ 3,128.00	**$ 184.00**	$ 3,128.00
55	Walnut Circle	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
56	Wheatland Rd.	Mowing Cycle	17	$ 1,104.00	$ 18,768.00	**$ 1,104.00**	$ 18,768.00
57	Willow Wood Place	Mowing Cycle	17	$ 125.00	$ 2,125.00	**$ 125.00**	$ 2,125.00
58	Guardrail - 707 Jellison Blvd.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
59	Guardrail - 422 N. Casa Grande Circle	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
60	*Guardrail - 1100 S. Clark Rd.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
61	*Guardrail - Joe Wilson & Snte Fe Trail*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
62	*Guardrail - 800 Cliffcrest Dr.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
63	*Bridge (2) - 100 & 200 E. Little Street*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
64	*Bridge (2) - 126 E. Jewel Lane*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
65	*Type III Barricade - 900 Eisenhower Dr.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
66	*Type III Barricade - 1163 Cedar Run Dr.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
67	*Bridge/Guardrail - 1802 S. Cockrell Rd.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
68	*Bridge/Guardrail - 1700 S. Cockrell Rd.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
69	*Guardrail - 1703 Rd.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
70	*Guardrail - 1507 Ferguson Rd.*	Chemical Application & Trimming	*3*	$ 400.00	$ 1,200.00	**$ 75.00**	$ 225.00
	SECTION C TOTAL			**$ 66,073.20**	**$ 726,090.30**	**$ 49,660.70**	**$ 629,602.80**
	SECTION D PARKS & PRESERVES	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	805 W. Wheatland Rd. (Future Dog Park)	Special Mowing Cycle	21	$ 286.50	$ 4,870.50	**$ 286.50**	$ 6,016.50
2	Alexander Park - 715 S. Alexander Dr. (Athletic Fields)	Special Mowing Cycle	76	$ 215.00	$ 16,340.00	**$ 215.00**	$ 16,340.00
3	Alexander Park - 715 S. Alexander Dr. (Less Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 450.00	$ 9,450.00	**$ 450.00**	$ 9,450.00
3	Armstrong Park - 100 James Collins Blvd.	Mowing Cycle	31	$ 875.00	$ 27,125.00	**$ 1,000.00**	$ 31,000.00
4	Chris Paris Park - 1300 Caravan Trail	Mowing Cycle	21	$ 215.00	$ 4,515.00	**$ 215.00**	$ 4,515.00

5	Harrington Park - 1815 S. Cockrell Hill Rd. (Athletic Fields)	Special Mowing Cycle	76	$ 1,000.00	$ 76,000.00	**$ 1,000.00**	$ 76,000.00
6	Harrington Park - 1815 S. Cockrell Hill Rd. (Less Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 450.00	$ 9,450.00	**$ 1,300.00**	$ 27,300.00
7	Ladd Nature Preserve - 500 -700 block of Danieldale Rd.	Preserve	1	$ 4,200.00	$ 4,200.00	**$ 2,200.00**	$ 2,200.00
8	Lakeside Park - 515 Hill City Dr. (Athletic Fields)	Special Mowing Cycle	76	$ 240.00	$ 18,240.00	**$ 240.00**	$ 18,240.00
9	Lakeside Park - 515 Hill City Dr. (less Athletic Fields - Common Area)	Mowing Cycle	21	$ 875.00	$ 18,375.00	**$ 875.00**	$ 18,375.00
10	Lions Park - 1000 S. Peach St. (Athletic Fields)	Special Mowing Cycle	76	$ 215.00	$ 16,340.00	**$ 215.00**	$ 16,340.00
11	Lions Park - 1000 S. Peach St. (Less Athletic Fields - Common Areas)	Mowing Cycle	21	$ 875.00	$ 18,375.00	**$ 875.00**	$ 18,375.00
12	Little Shenandoah Park - 515 Limetree Ln.	Mowing Cycle	21	$ 215.00	$ 4,515.00	**$ 215.00**	$ 4,515.00
13	Memorial Park - 101 N. Main St.	Mowing Cycle	31	$ 215.00	$ 6,665.00	**$ 215.00**	$ 6,665.00
14	Nichols Park - 1601 S. Cockrell Hill Rd. (6 feet Strip Around the Perimeter of the Park)	Mowing Cycle	21	$ 215.00	$ 4,515.00	**$ 215.00**	$ 4,515.00
15	Oriole Park - 515 Oriole Blvd. (6 feet Strip Around the Perimeter of the Park)	Mowing Cycle	21	$ 215.00	$ 4,515.00	**$ 215.00**	$ 4,515.00
16	Penn Springs Park - 1502 Penn Springs Dr.	Mowing Cycle	21	$ 215.00	$ 4,515.00	**$ 215.00**	$ 4,515.00
17	Pyburn Park - 915 Astaire Ave.	Mowing Cycle	31	$ 215.00	$ 6,665.00	**$ 305.00**	$ 9,455.00
18	Quail Run Park - 325 N. Greenstone Ln.	Mowing Cycle	17	$ 500.00	$ 8,500.00	**$ 225.00**	$ 3,825.00
19	Red Bird Park -104 W. Red Bird Ln. (Back Portion Behind Restrooms)	Mowing Cycle	21	$ 450.00	$ 9,450.00	**$ 450.00**	$ 9,450.00
20	Red Bird Park - 104 W. Red Bird Ln (Front portion)	Mowing Cycle	31	$ 215.00	$ 6,665.00	**$ 215.00**	$ 6,665.00
21	Rotary Park - 301 S. Venice Dr.	Mowing Cycle	21	$ 365.00	$ 7,665.00	**$ 365.00**	$ 7,665.00
23	Waterview Park - 5100 Whitecliff Dr.	Mowing Cycle	21	$ 1,515.00	$ 31,815.00	**$ 375.00**	$ 7,875.00
24	Willow Run Park - 1325 Oak Run Dr.	Mowing Cycle	21	$ 520.00	$ 10,920.00	**$ 375.00**	$ 7,875.00
	SECTION D TOTAL			**$ 14,751.50**	**$ 329,685.50**	**$ 12,256.50**	**$ 321,686.50**
	SECTION E EDC VACANT LOTS & PROPERY	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	4 Belmot	Mowing Cycle	21	$ 125.00	$ 2,625.00	**$ 125.00**	$ 2,625.00
2	730 E. I-20	Mowing Cycle	21	$ 469.00	$ 9,849.00	**$ 175.00**	$ 3,675.00
3	275 E. US Hwy 275	Mowing Cycle	21	$ 2,100.00	$ 44,100.00	**$ 150.00**	$ 3,150.00
4	727 S. Cockrell Hill Rd.	Mowing Cycle	21	$ 86.09	$ 1,807.89	**$ 125.00**	$ 2,625.00
5	1730 S. Main St.	Mowing Cycle	21	$ 183.80	$ 3,859.80	**$ 225.00**	$ 4,725.00
6	302 S. Venice Dr.	Mowing Cycle	21	$ 304.30	$ 6,390.30	**$ 450.00**	$ 9,450.00
7	371 Softwood Dr.	Mowing Cycle	21	$ 125.00	$ 2,625.00	**$ 60.00**	$ 1,260.00
8	367 Softwood Dr.	Mowing Cycle	21	$ 125.00	$ 2,625.00	**$ 60.00**	$ 1,260.00
9	306 W. Camp Wisdom Rd.	Mowing Cycle	21	$ 125.00	$ 2,625.00	**$ 275.00**	$ 5,775.00
10	609 W. Daneldale	Mowing Cycle	21	$ 4,241.90	$ 89,079.90	**$ 2,200.00**	$ 46,200.00
11	403 W. Danieldale	Mowing Cycle	21	$ 80.00	$ 1,680.00	**$ 125.00**	$ 2,625.00
12	110 W. Magnolia Ln.	Mowing Cycle	21	$ 80.00	$ 1,680.00	**$ 125.00**	$ 2,625.00
13	805 W. Wheatland R.	Mowing Cycle	21	$ 286.50	$ 6,016.50	**$ 286.50**	$ 6,016.50
14	200 Center Street (Landscape around Building)	Mowing Cycle	9			**$ 325.00**	$ 2,925.00
	SECTION E TOTALS			**$ 8,331.59**	**$ 174,963.39**	**$ 4,706.50**	**$ 94,936.50**
	SECTION F NEIGHBOR HOOD SERVICES	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	Small Residential Lot (15,000 sq. ft. or less)	Debris Abatement/ Mowing	As Needed		N/A	**$ 100.00**	N/A
2	Medium Residential Lot (15,000-30,000 sq. ft.)	Debris Abatement/ Mowing	As Needed		N/A	**$ 150.00**	N/A
3	Large Residential Lot)) (30,000 – 40,000 sq ft.)	Debris Abatement/ Mowing	As Needed		N/A	**$ 200.00**	N/A
4	Lot Size not Otherwise Defined	As Needed	N/A	(Price will be negotiated with the awrded vendor)		(Price will be negotiated with the awrded vendor)	
5	Clean up of Brush/ Debris Removal	As Needed	N/A	(Price will be negotiated with the awrded vendor)		(Price will be negotiated with the awrded vendor)	
6	Hauling (Removal) of Oversized Items	As Needed	N/A	(Price will be negotiated with the awrded vendor)		(Price will be negotiated with the awrded vendor)	
	NEIGHBOR HOOD SERVICES TOTALS			**$ -**	**$ -**	**$ 450.00**	**$ -**

	Alternate Bid Items Unit Pricing for Materials /Labor per Request		$ 590.95	$ -	$ 632.95	$ -
	WATER LOTS/ PUMP STATIONS (SECTION A)		$ 789.00	$ 13,413.00	$ 1,055.00	$ 17,935.00
	FACILITY BUILDINGS & ARMSTRONG PARK (SECTION B)		$ 2,832.44	$ 83,605.64	$ 3,080.44	$ 93,043.64
	STREETS, MEDIANS, ROWS, LOTS (SECTION C)		$ 66,073.20	$ 726,090.30	$ 49,660.70	$ 629,602.80
	PARKS & PRESERVES (SECTION D)		$ 14,751.50	$ 329,685.50	$ 12,256.50	$ 321,686.50
	EDC VACANT LOTS & PROPERTY(SECTION E)		$ 14,751.50	$ 174,963.39	$ 12,256.50	$ 94,936.50
	NEIGHBOR HOOD SERVICES TOTAL (SECTION F)		$ -	$ -	$ 450.00	$ -
	Bid Total		$ 99,788.59	$ 1,327,757.83	$ 79,392.09	$ 1,157,204.44

Exhibit B – Conflict of Interest Form

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

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

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

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

Each number below corresponds with the number on FORM CIQ:

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

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

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

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

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

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

7. **Signature box. Date and sign the form. A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.**

Duncanville
City of Champions

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5

_____ _____

Signature of vendor doing business with the governmental entity | Date

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

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

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

The CONTRACTOR shall:

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

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

Exhibit D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____(Person name), the undersigned

representative of _(Company or Business name)_____

_____

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

_____ _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit E– Service Provider Verification Form

For the City of Duncanville, Texas Agreements

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____ _____

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

Executed on_____, 20___, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit E.1 – Subcontractor to Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the _____, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

_____ _____
Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____, 20___, in_____(city), _____ (state).

_____ _____
BY: Subcontractor Authorized Officer or Agent Date

_____
Printed Name and Title of Authorized Officer or Agent

Exhibit F – SAM.GOV RECORD SUBMISSION

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

Exhibit G – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

Exhibit H – CERTIFICATION REGARDING LOBBYING

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Contractor's Authorized Official

_____
Printed Name and Title of Contractor's Authorized Official

_____
Date

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Sub awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFQ-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(a) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: _____Prime _____Sub awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

THE CITY OF DUNCANVILLE
Services Contract
RFP 24-0021 Mowing, Abatement & Landscaping Services

This services agreement ("Contract") is made as of the Effective Date by and between:

Good Earth Corporation
7922 Forney Road
Dallas, Texas 75227
(214) 381-5899 ext. 212
wrapp@goodearth-inc.com

This **SERVICES AGREEMENT** ("Agreement") is made and entered into by and between **Good Earth Corporation,** hereinafter referred to as "CONTRACTOR," which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY," to be effective upon approval of the Duncanville City the Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform specific work and services outlined in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

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

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

Section 1. Services to be Provided

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, goods, and deliverables, as outlined in the "Scope of Services, Deliverables, and Schedule," "Scope," **Exhibit A** and incorporated herein. Exhibit A also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin upon the date mutually agreed to by the City and the **Contractor**. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract

The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue for a one (1) year period, with the option to extend the agreement for an additional four (4) one-year terms. The term(s) shall **automatically** be extended unless the agreement is terminated by either Party in accordance with Section 9 of this Agreement, as detailed in this Contract.

Section 3. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONTRACTOR make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY, and without decreasing the effectiveness of the

performance of services required under this Contract.

B. To the extent it is reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work outlined in the Scope of Services, including the agreed-upon schedule.

Section 4. Invoices

A. The CONTRACTOR shall submit monthly invoices for work completed. Invoices shall be emailed to the City's Accounts Payable Department at accountspayable@duncanville.com, and a proforma copy will be sent to the City's designated project manager or departmental point of contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic funds transfer. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper invoices must include a unique invoice number, the purchase order or delivery order number, the master agreement number, if applicable, the department's name, and the name of the department's point of contact. Invoices shall be itemized. The CONTRACTOR's name, remittance address, and, if applicable, the tax identification number on the invoice must match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope but previously agreed to by the City with a written change order shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rates and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through all Subcontractors and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

Section 5. Payment

The total CONTRACTOR fee shall be specified in Exhibit A and **Section 5.** The total amount of the invoices on the project shall not exceed the contract amount of **One Million One Hundred Thousand Nine Hundred and Two dollars and no cents ($1,100,902.00)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule outlined in this Section, unless amended in writing by the City. All fees paid to the CONTRACTOR by the CITY shall be based on invoices submitted by the CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

CITY agrees to pay:

This agreement is an Indefinite Quantity Indefinite Delivery (IDIQ), and all orders shall be issued with an authorized City of Duncanville Purchase Order as a release to the Master Agreement. All payments shall be approved only after receipt and acceptance of the deliverables, and all Payments shall be in accordance with the pricing established in Exhibit A.

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

a. third-party claims, which are not covered by the insurance the CONTRACTOR must pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.

b. failure of the CONTRACTOR to pay SubCONTRACTORS for labor, materials, or

equipment; damage to the property of the CITY or the CITY's agents, employees, or CONTRACTORS, which is not covered by insurance required to be provided by the CONTRACTOR;

c. reasonable evidence that the CONTRACTOR's obligations will not be completed

within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

failure of the CONTRACTOR to submit proper invoices with all required attachments and supporting documentation or

d. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.

e. any sums owed to the CITY for any reason, including delinquent taxes.

Payments shall be made within 30 days of receipt of the invoice by the CITY unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate, except if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the skills and care ordinarily provided by similarly situated CONTRACTORS in the same or similar locality and under the same or similar circumstances and license, as applicable. The CONTRACTOR shall, without additional compensation, correct or revise any service errors or deficiencies.

B. Neither CITY's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract. CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided under this Contract properly, efficiently, and timely per CITY's requirements. As time is of the essence of this Contract, such services shall be

completed in a timely manner after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractors, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractors, sub-subcontractors, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Agreement, provide CITY with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Agreement shall be submitted for approval by CITY. All instruments of service shall be sealed as may be applicable or required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents, and CONTRACTORS for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such

responsibility by CITY for any defect in the designs, working drawings, and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents, and CONTRACTORS.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel all existing contracts promptly insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon all goods or services being delivered to the CITY. Should CITY require a modification of this Contract with the CONTRACTOR, in the event CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR before such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person and not less than One Million Dollars for any (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any (1) occurrence and One Million Dollars ($1,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
Office: (972) 780-5058
purchasing@duncanvilletx.gov

And shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every renewal date of the required insurance policies, the CONTRACTOR shall issue a certificate of insurance and policy endorsements evidencing the required insurance herein and deliver them to the CITY. In addition, the CONTRACTOR shall, within ten (10) business days after the written request, provide the CITY with certificates of

insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to the CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis and non-contributory to any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non- performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all, appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

Section 12. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under the said Statutes in connection with employees of CONTRACTOR.

Section 13. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided, however, that no right or interest in the Contract shall be assigned and the CONTRACTOR shall delegate no obligation without the prior written consent of the

CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, a copy of the board of directors' resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County, and Municipal laws, ordinances, regulations, safety orders, resolutions, and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract, and the venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The parties intend the Contract to be a final, complete, and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the parties' intent that all provisions be construed to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises from or relates to the Contract or the breach thereof, the parties agree to negotiate before prosecuting a suit for damages. However, this section does not prohibit filing a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior-level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If within thirty (30) calendar days after such a meeting, the parties have yet to succeed in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act

in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediators. Nothing in the Contract prevents the parties from relying on the skills of a person trained in the dispute's subject matter or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging in the services of other CONTRACTORS, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed before termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by using its own forces or by resub letting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any CONTRACTOR invoices, orders, or other documents shall have any force or effect to change the contract's terms, covenants, and conditions.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:
City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

If to CONTRACTOR: *(See Page One for Contact Information)*

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2. **Transactions with an Abortion Provider or Affiliate**

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. **Prohibition against doing business with Foreign Terrorist Organizations**

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. **Discrimination Against Firearm & Ammunition Industries**

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. **Boycotting of Energy Companies**

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an

expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor,

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

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

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

Section 31. Workforce

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

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization

and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form 1-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 38. Exhibits

The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 39. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work

The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. The cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the Chief Procurement Officer of the CITY of Duncanville in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to continue performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such an occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a

party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Agreement.

Section 52. No Warranty by City Against Infringements

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

Section 53. Warranty Services

The Contractor warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Contractor. The City of Duncanville shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Agreement from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contractual agreement shall not be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of

Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

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

Section 55. Clean Air Act Requirements

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

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 57. Claims

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

Section 58. Compliance with the Copeland Anti-Kickback Act

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

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

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 60. SAM.gov Registration

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

Section 61. Historically Underutilized Business Requirements

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

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

Section 62. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any SUBCONTRACTORS in performance of this agreement, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written agreement between the CONTRACTOR and the subcontractor.

Section 63. Entire Contract

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

Section 64. Conflicts of Language

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order

5. Proposal documents and CONTRACTOR terms and conditions

Section 65. Entire Contract

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

(Signature Page on the following page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the 14th day of February, 2025.

Owner:	Contractor:
THE CITY OF DUNCANVILLE	**Good Earth Corporation**
Signature:	Signature:
Douglas Finch	Kevin Points
Printed Name:	Printed Name:
City Manager	VP President/COO
Title:	Title:
	2/14/2025
Date:	Date:

City of Duncanville, Duncnville, TX

RFP 24-0021 – Mowing, Abatement & Landscaping Services

Due Date & Time September 26, 2024 @ 2:00 P.M.

Bidders Name & Address
Good Earth Corp.
Dallas, TX

				Orginal Bid Price		BAFO Price	
	Alternate Bid Items Unit Pricing for Materials /Labor per Request	Service Performed	Annual	Cycle Price	Annual Price	Cycle Price	Annual Price
1	1 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ -	N/A		N/A
2	5 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ -	N/A		N/A
3	15 gallon nursery plant installed including 1 yr warranty	N/A	N/A	$ -	N/A		N/A
4	Flats, 4-inch annual color, installed including 90-day waranty	N/A	N/A	$ -	N/A		N/A
5	Six pack annual color, installed including 90-day waranty	N/A	N/A	$ -	N/A		N/A
6	Yard, Fine Hardwood Mulch, Installed	Per Cubic Yard	N/A	$ -	N/A		N/A
7	Man-hour landscape labor - Equipped	Hour	N/A	$ -	N/A		N/A
8	Square-foot landscape pavers, installed	Per Square Foot	N/A	$ -	N/A		N/A
9	Man-hour debris/trash can service, equipeped	Hour	N/A	$ -	N/A		N/A
10	10 lb. Bag Shredded Hardwood Mulch	Per Bag	N/A	$ -	N/A		N/A
	ALTERNATE BID ITEMS TOTAL			$ -	$ -	$ -	$ -
	SECTION A WATER LOTS/ PUMP STATIONS	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price
1	110 S. Clark Rd	Mowing Cycle	17	$ 97.00	$ 1,649.00	$ 97.00	$ 1,649.00
2	330 Shady Trail	Mowing Cycle	17	$ 324.00	$ 5,508.00	$ 324.00	$ 5,508.00
3	1110 N. Main St	Mowing Cycle	17	$ 324.00	$ 5,508.00	$ 324.00	$ 5,508.00
4	1835 Meadowcrest Dr.	Mowing Cycle	17	$ 162.00	$ 2,754.00	$ 162.00	$ 2,754.00
5	1839 Straus Rd., Cedar Hill, TX	Mowing Cycle	17	$ 324.00	$ 5,508.00	$ 324.00	$ 5,508.00
	SECTION A TOTAL			$ 1,231.00	$ 20,927.00	$ 1,231.00	$ 20,927.00
	SECTION B FACILITY BUILDINGS & ARMSTRONG PARK	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price
1	100 E. Wheatland Rd. (Old Tax Office)	Mowing Cycle	31	$ 155.00	$ 4,805.00	$ 155.00	$ 4,805.00
2	City Hall Annex - 103 E. Wheatland Rd	Mowing Cycle	31	$ 155.00	$ 4,805.00	$ 155.00	$ 4,805.00
3	City Hall/Police Dept. - 203 E. Wheatland Rd.	Mowing Cycle	31	$ 311.00	$ 9,641.00	$ 311.00	$ 9,641.00
4	Duncanville Fieldhouse - 5100 S. Main St.	Mowing Cycle	31	$ 518.00	$ 16,058.00	$ 518.00	$ 16,058.00
5	Fire Station #1 - 308 W. Camp Wisdom Rd.	Mowing Cycle	31	$ 155.00	$ 4,805.00	$ 155.00	$ 4,805.00
6	Fire Station #2 - 1530 S. Main St.	Mowing Cycle	31	$ 311.00	$ 9,641.00	$ 311.00	$ 9,641.00
7	Parks & Rec Dept. Building 323 W. Camp Wisdom Rd.	Mowing Cycle	31		$ -	$ 238.00	$ 7,378.00
8	Library/Recreation Center - 201 James Collins Blvd.	Mowing Cycle	31	$ 414.00	$ 12,834.00	$ 414.00	$ 12,834.00
9	Municipal Service Center - 330 Shady Trail - (Irrigated)	Mowing Cycle	31	$ 311.00	$ 9,641.00	$ 311.00	$ 9,641.00
10	Municipal Service Center - 330 Shady Trail - (Non-Irrigated)	Mowing Cycle	17	$ 155.00	$ 2,635.00	$ 155.00	$ 2,635.00
11	Senior Center - 206 James Collins Blvd.	Mowing Cycle	31	$ 600.00	$ 18,600.00	$ 600.00	$ 18,600.00
	SECTION B TOTAL			$ 3,085.00	$ 93,465.00	$ 3,323.00	$ 100,843.00
	SECTION C STREETS, MEDIANS, ROWS, LOTS	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price
1	115 - 259 N. Merrill Ave/E. Center St./E. Cherry St. (Railroad Flats)	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
2	223 Woodhaven	Mowing Cycle	9	$ 68.00	$ 612.00	$ 68.00	$ 612.00
3	300 E. Hwy 67	Mowing Cycle	17	$ 282.00	$ 4,794.00	$ 282.00	$ 4,794.00
4	305/307 E. Hwy 67	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
5	425 E. Danieldale - Danieldale Plaza	Mowing Cycle	9	$ 68.00	$ 612.00	$ 68.00	$ 612.00
6	Alexander Dr.	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
7	Avenue C	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
8	Avenue of Stars	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
9	Cambridge Circle	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
10	Camp Wisdom Road	Mowing Cycle	17	$ 855.00	$ 14,535.00	$ 1,125.00	$ 19,125.00
11	Casa Grande Place	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
12	Cedar Hill Rd. - Sante Fe Trail to Danieldale Rd.	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
13	Cedar Ridge Rd.	Mowing Cycle	17	$ 1,013.00	$ 17,221.00	$ 1,013.00	$ 17,221.00
14	Cockrell Hill Rd.	Mowing Cycle	17	$ 1,350.00	$ 22,950.00	$ 1,350.00	$ 22,950.00
15	Cockrell Hill Rd. - Avenue of Stars to Daniedale	Bed Maintenance	17	$ -	$ -	$ 1,000.00	$ 17,000.00
16	Danieldale Road	Mowing Cycle	17	$ 1,350.00	$ 22,950.00	$ 1,350.00	$ 22,950.00
17	Danieldale Rd. - Main St. to Cockrell Hill Rd.	Bed Maintenance	17	$ -	$ -	$ 2,200.00	$ 37,400.00
18	Downtown Medians - Center to Davis	Mowing Cycle	31	$ 169.00	$ 5,239.00	$ 169.00	$ 5,239.00
19	Dow Ross Blvd. - Southside 300,400, & 500 Blocks	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
20	Duncanville Road	Mowing Cycle	17	$ 338.00	$ 5,746.00	$ 338.00	$ 5,746.00
21	E. Wintergreen Rd. (Medians) East & West of Main St.	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
22	Frank Kealer Blvd. - 600 Block to Escuela Dr.	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
23	Freeman St.	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00
24	GaynorAve.	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
25	Greenbriar Lane	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
26	Highmore Dr.	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
27	Hill City Blvd.	Mowing Cycle	17	$ 428.00	$ 7,276.00	$ 563.00	$ 9,571.00
28	Hollywood Park Alleyway	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
29	Hustead St. Davis to Camp Wisdom	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00
30	Hwy 67 Right-of-way - City Limit to City Limit	Bed Maintenance	17	$ 307.00	$ 5,219.00	$ 307.00	$ 5,219.00
31	Hwy 67 Right-of-way - City Limit to City Limit	Litter Cycle	17	$ 560.00	$ 9,520.00	$ 560.00	$ 9,520.00
32	Hwy 67 Right-of-way - City Limit to City Limit	Mowing Cycle	7	$ 2,100.00	$ 14,700.00	$ 2,100.00	$ 14,700.00
33	Hwy 67 Right-of-way - City Limit to City Limit	Trimming Cycle	4	$ 840.00	$ 3,360.00	$ 840.00	$ 3,360.00
34	Instate Highway 20 Frontage Rd.	Mowing Cycle	9	$ 1,600.00	$ 14,400.00	$ 1,600.00	$ 14,400.00
35	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Bed Maintenance	17	$ 1,575.00	$ 26,775.00	$ 1,575.00	$ 26,775.00
36	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Litter Cycle	17	$ 2,875.00	$ 48,875.00	$ 2,875.00	$ 48,875.00
37	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	7	$ 10,782.00	$ 75,474.00	$ 10,782.00	$ 75,474.00
38	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Trimming Cycle	4	$ 4,313.00	$ 17,252.00	$ 4,313.00	$ 17,252.00
39	Interstate Highway 20 Right-of-Way and Cedar Ridge Road	Bed Maintenance	17	$ 800.00	$ 13,600.00	$ 800.00	$ 13,600.00
40	James Collins Blvd. - (Mow and Trim Jasmine)	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00
41	Jellison Blvd. - (Northside of Link Dr. to Duncanville Rd.)	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00
42	Keywe Place Circle	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00
43	N. Main St.	Mowing Cycle	17	$ 563.00	$ 9,571.00	$ 563.00	$ 9,571.00
44	Oriole Blvd.	Mowing Cycle	17	$ 338.00	$ 5,746.00	$ 338.00	$ 5,746.00
45	Parkview Dr. - (Circle of Undeveloped ROW East & West of the Creek)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
46	Peach St. - (eastside of drain area)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00
47	Railroad Park - (N. Main St. both sides of track from Camp Wisdom to I-20)	Mowing Cycle	31	$ 225.00	$ 6,975.00	$ 225.00	$ 6,975.00
48	Railroad ROW - (from Danieldale to Camp Wisdom)	Mowing Cycle	9	$ 1,800.00	$ 16,200.00	$ 1,800.00	$ 16,200.00
49	Round Top Blvd. - (Northside 600 to 700 blocks)	Mowing Cycle	9	$ 338.00	$ 3,042.00	$ 338.00	$ 3,042.00
50	S. Main St.	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00
51	Sante Fe Trail	Mowing Cycle	17	$ 900.00	$ 15,300.00	$ 900.00	$ 15,300.00

52	Sigler Ave. - (undeveloped ROW at Avenue C)	Mowing Cycle	9	$ 113.00	$ 1,017.00	**$ 113.00**	$ 1,017.00
53	Thrush Ave. - (southside 300 block)	Mowing Cycle	9	$ 113.00	$ 1,017.00	**$ 113.00**	$ 1,017.00
54	W. Wintergreen Rd. - Main St. to Hwy 67	Mowing Cycle	17	$ 225.00	$ 3,825.00	**$ 225.00**	$ 3,825.00
55	Walnut Circle	Mowing Cycle	17	$ 113.00	$ 1,921.00	**$ 113.00**	$ 1,921.00
56	Wheatland Rd.	Mowing Cycle	17	$ 1,350.00	$ 22,950.00	**$ 1,350.00**	$ 22,950.00
57	Willow Wood Place	Mowing Cycle	17	$ 113.00	$ 1,921.00	**$ 113.00**	$ 1,921.00
58	Guardrail - 707 Jellison Blvd.	Chemical Application & Trimming	3	$ -	$ -	**$ 50.00**	$ 150.00
59	Guardrail - 422 N. Casa Grande Circle	Chemical Application & Trimming	3	$ -	$ -	**$ 50.00**	$ 150.00
60	*Guardrail - 1100 S. Clark Rd.*	Chemical Application & Trimming	*3*	$ -	$ -	**$ 50.00**	$ 150.00
61	*Guardrail - Joe Wilson & Snte Fe Trail*	Chemical Application & Trimming	*3*	$ -	$ -	**$ 50.00**	$ 150.00
62	*Guardrail - 800 Cliffcrest Dr.*	Chemical Application & Trimming	*3*	$ -	$ -	**$ 50.00**	$ 150.00
63	*Bridge (2) - 100 & 200 E. Little Street*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
64	*Bridge (2) - 126 E. Jewel Lane*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
65	*Type III Barricade - 900 Eisenhower Dr.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
66	*Type III Barricade - 1163 Cedar Run Dr.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
67	*Bridge/Guardrail - 1802 S. Cockrell Rd.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
68	*Bridge/Guardrail - 1700 S. Cockrell Rd.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
69	*Guardrail - 1703 Rd.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
70	*Guardrail - 1507 Ferguson Rd.*	Chemical Application & Trimming	*3*	$ 50.00	$ 150.00	**$ 50.00**	$ 150.00
	SECTION C TOTAL			**$ 41,423.00**	**$ 469,170.00**	**$ 45,278.00**	**$ 531,205.00**
	SECTION D PARKS & PRESERVES	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	805 W. Wheatland Rd. (Future Dog Park)	Special Mowing Cycle	21		$ -	**$ 338.00**	**$ 7,098.00**
2	Alexander Park - 715 S. Alexander Dr. (Athletic Fields)	Special Mowing Cycle	76	$ 181.00	$ 13,756.00	**$ 181.00**	$ 13,756.00
3	Alexander Park - 715 S. Alexander Dr. (Less Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 288.00	$ 6,048.00	**$ 288.00**	$ 6,048.00
3	Armstrong Park - 100 James Collins Blvd.	Mowing Cycle	31	$ 1,080.00	$ 33,480.00	**$ 1,080.00**	$ 33,480.00
4	Chris Paris Park - 1300 Caravan Trail	Mowing Cycle	21	$ 288.00	$ 6,048.00	**$ 288.00**	$ 6,048.00
5	Harrington Park - 1815 S. Cockrell Hill Rd. (Athletic Fields)	Special Mowing Cycle	76	$ 1,440.00	$ 109,440.00	**$ 1,440.00**	$ 109,440.00
6	Harrington Park - 1815 S. Cockrell Hill Rd. (Less Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 1,440.00	$ 30,240.00	**$ 1,440.00**	$ 30,240.00
7	Ladd Nature Preserve - 500 -700 block of Danieldale Rd.	Preserve	1	$ 1,925.00	$ 1,925.00	**$ 1,925.00**	$ 1,925.00
8	Lakeside Park - 515 Hill City Dr. (Athletic Fields)	Special Mowing Cycle	76	$ 181.00	$ 13,756.00	**$ 181.00**	$ 13,756.00
9	Lakeside Park - 515 Hill City Dr. (less Athletic Fields - Common Area)	Mowing Cycle	21	$ 864.00	$ 18,144.00	**$ 864.00**	$ 18,144.00
10	Lions Park - 1000 S. Peach St. (Athletic Fields)	Special Mowing Cycle	76	$ 181.00	$ 13,756.00	**$ 181.00**	$ 13,756.00
11	Lions Park - 1000 S. Peach St. (Less Athletic Fields - Common Areas)	Mowing Cycle	21	$ 864.00	$ 18,144.00	**$ 864.00**	$ 18,144.00
12	Little Shenandoah Park - 515 Limetree Ln.	Mowing Cycle	21	$ 202.00	$ 4,242.00	**$ 202.00**	$ 4,242.00
13	Memorial Park - 101 N. Main St.	Mowing Cycle	31	$ 144.00	$ 4,464.00	**$ 144.00**	$ 4,464.00
14	Nichols Park - 1601 S. Cockrell Hill Rd. (6 feet Strip Around the Perimeter of the Park)	Mowing Cycle	21	$ 288.00	$ 6,048.00	**$ 288.00**	$ 6,048.00
15	Oriole Park - 515 Oriole Blvd. (6 feet Strip Around the Perimeter of the Park)	Mowing Cycle	21	$ 202.00	$ 4,242.00	**$ 202.00**	$ 4,242.00
16	Penn Springs Park - 1502 Penn Springs Dr.	Mowing Cycle	21	$ 202.00	$ 4,242.00	**$ 202.00**	$ 4,242.00
17	Pyburn Park - 915 Astaire Ave.	Mowing Cycle	31	$ 432.00	$ 13,392.00	**$ 432.00**	$ 13,392.00
18	Quail Run Park - 325 N. Greenstone Ln.	Mowing Cycle	17	$ 231.00	$ 3,927.00	**$ 231.00**	$ 3,927.00
19	Red Bird Park -104 W. Red Bird Ln. (Back Portion Behind Restrooms)	Mowing Cycle	21	$ 576.00	$ 12,096.00	**$ 576.00**	$ 12,096.00
20	Red Bird Park - 104 W. Red Bird Ln (Front portion)	Mowing Cycle	31	$ 288.00	$ 8,928.00	**$ 288.00**	$ 8,928.00
21	Rotary Park - 301 S. Venice Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	**$ 432.00**	$ 9,072.00
23	Waterview Park - 5100 Whitecliff Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	**$ 432.00**	$ 9,072.00
24	Willow Run Park - 1325 Oak Run Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	**$ 432.00**	$ 9,072.00
	SECTION D TOTAL			**$ 12,593.00**	**$ 353,534.00**	**$ 12,931.00**	**$ 360,632.00**

fixed formula to include the Wheatland park

	SECTION E EDC VACANT LOTS & PROPERY	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price
1	4 Belmot	Mowing Cycle	21	$ 90.00	$ 1,890.00	$ 90.00	$ 1,890.00
2	730 E. I-20	Mowing Cycle	21	$ 180.00	$ 3,780.00	$ 180.00	$ 3,780.00
3	275 E. US Hwy 275	Mowing Cycle	21	$ 150.00	$ 3,150.00	$ 150.00	$ 3,150.00
4	727 S. Cockrell Hill Rd.	Mowing Cycle	21	$ 97.00	$ 2,037.00	$ 97.00	$ 2,037.00
5	1730 S. Main St.	Mowing Cycle	21	$ 288.00	$ 6,048.00	$ 288.00	$ 6,048.00
6	302 S. Venice Dr.	Mowing Cycle	21	$ 479.00	$ 10,059.00	$ 479.00	$ 10,059.00
7	371 Softwood Dr.	Mowing Cycle	21	$ 45.00	$ 945.00	$ 45.00	$ 945.00
8	367 Softwood Dr.	Mowing Cycle	21	$ 45.00	$ 945.00	$ 45.00	$ 945.00
9	306 W. Camp Wisdom Rd.	Mowing Cycle	21	$ 270.00	$ 5,670.00	$ 270.00	$ 5,670.00
10	609 W. Daneldale	Mowing Cycle	21	$ 1,925.00	$ 40,425.00	$ 1,925.00	$ 40,425.00
11	403 W. Danieldale	Mowing Cycle	21	$ 121.00	$ 2,541.00	$ 121.00	$ 2,541.00
12	110 W. Magnolia Ln.	Mowing Cycle	21	$ 45.00	$ 945.00	$ 45.00	$ 945.00
13	805 W. Wheatland R.	Mowing Cycle	21	$ 270.00	$ 5,670.00	$ 270.00	$ 5,670.00
14	200 Center Street (Landscape around Building)	Mowing Cycle	9		$ -	$ 300.00	$ 2,700.00
	SECTION E TOTALS			$ 4,005.00	$ 84,105.00	$ 4,305.00	$ 86,805.00
	SECTION F NEIGHBOR HOOD SERVICES	**Service Performed**	**Annual Qty.**	**Cycle Price**	**Annual Price**	**Cycle Price**	**Annual Price**
1	Small Residential Lot (15,000 sq. ft. or less)	Debris Abatement/ Mowing	As Needed	Debris Abatement/ Mowing		$ 87.00	$ 87.00
2	Medium Residential Lot (15,000-30,000 sq. ft.)	Debris Abatement/ Mowing	As Needed	Debris Abatement/ Mowing		$ 173.00	$ 173.00
3	Large Residential Lot)) (30,000 – 40,000 sq ft.)	Debris Abatement/ Mowing	As Needed	Debris Abatement/ Mowing		$ 230.00	$ 230.00
4	Lot Size not Otherwise Defined	As Needed	N/A	(Pricing will be negotiated with the awarded vendor).		(Price will be negotiated with the awrded vendor)	
5	Clean up of Brush/ Debris Removal	As Needed	N/A	(Pricing will be negotiated with the awarded vendor).		(Price will be negotiated with the awrded vendor)	
6	Hauling (Removal) of Oversized Items	As Needed	N/A	(Pricing will be negotiated with the awarded vendor).		(Price will be negotiated with the awrded vendor)	
	NEIGHBOR HOOD SERVICES TOTALS					$ 490.00	$ 490.00
	Alternate Bid Items Unit Pricing for Materials /Labor per Request			$ -	$ -	$ -	$ -
	WATER LOTS/ PUMP STATIONS (SECTION A)			$ 1,231.00	$ 20,927.00	$ 1,231.00	$ 20,927.00
	FACILITY BUILDINGS & ARMSTRONG PARK (SECTION B)			$ 3,085.00	$ 93,465.00	$ 3,323.00	$ 100,843.00
	STREETS, MEDIANS, ROWS, LOTS (SECTION C)			$ 41,423.00	$ 469,170.00	$ 45,278.00	$ 531,205.00
	PARKS & PRESERVES (SECTION D)			$ 12,593.00	$ 353,534.00	$ 12,931.00	$ 360,632.00
	EDC VACANT LOTS & PROPERTY(SECTION E)			$ 4,005.00	$ 84,105.00	$ 4,305.00	$ 86,805.00
	NEIGHBOR HOOD SERVICES TOTAL (SECTION F)			$ -	$ -	$ 490.00	$ 490.00
	Bid Total			$ 62,337.00	$ 1,021,201.00	$ 67,558.00	$ 1,100,902.00

Exhibit B – Conflict of Interest Form

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

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

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

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

Each number below corresponds with the number on FORM CIQ:

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

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

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

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

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

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

7. **Signature box. Date and sign the form. A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.**

Duncanville
City of Champions

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

Good Earth Corporation

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

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

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

NO ONE

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5

Signature of vendor doing business with the governmental entity

2/14/2025

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1269585

Date Filed:
02/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Good Earth Corporation
Dallas, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-0021
Mowing, Abatement & Landscaping Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Kevin Points, and my date of birth is 7-24-85.

My address is 474 N. Collins Rd. (street), Sunnyvale (city), TX (state), 75182 (zip code), USA (country).

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

Executed in Dallas County, State of Texas, on the 14 day of Feb (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.5dd2ace2

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

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

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

The CONTRACTOR shall:

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

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

Exhibit D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Kevin Points (Person name), the undersigned representative of Good Earth Corporation (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

2/14/2025
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit E– Service Provider Verification Form

For the City of Duncanville, Texas Agreements

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

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

_____ _____

Federal Work Authorization User Identification Number | Date of Authorization

Service Provider: Good Earth Corp.

Project: 24-0021

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

Executed on 2/14, 2025, in Dallas (city), Texas (state).

_____ 2-14-25

BY: Service Provider Authorized Officer or Agent | Date

Kevin Points

Printed Name and Title of Authorized Officer or Agent

Exhibit E.1 – Subcontractor to Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the _____, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of Subcontractor Name of Project

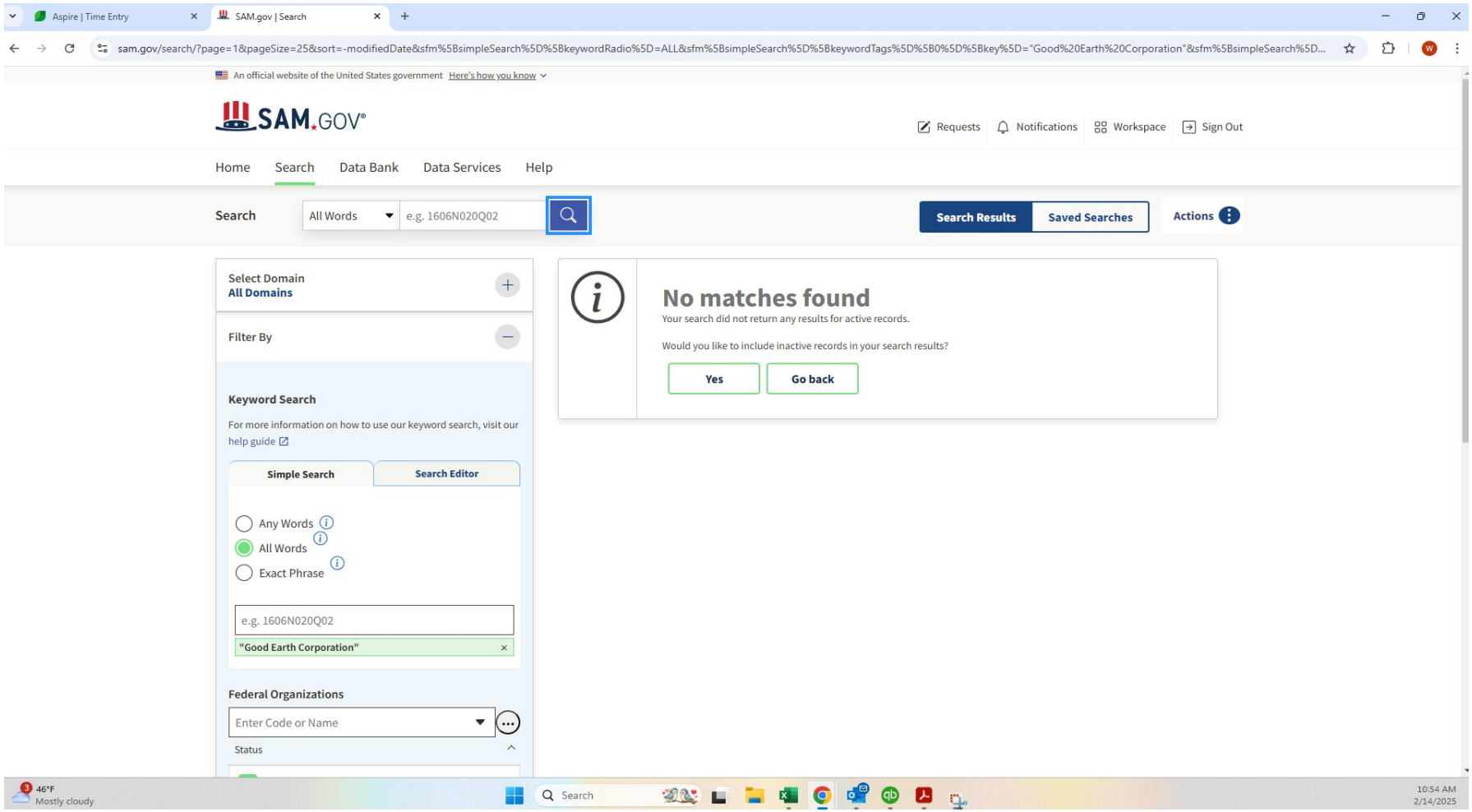
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____, 20___, in_____(city), _____ (state).

_____ _____

BY: Subcontractor Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent


Aspire | Time Entry
SAM.gov | Search
sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch%5D%5BkeywordTags%5D%5B0%5D%5Bkey%5D="Good%20Earth%20Corporation"&sfm%5BsimpleSearch%5D...
An official website of the United States government Here's how you know
SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606N020Q02
Search Results
Saved Searches
Actions
Select Domain
All Domains
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Simple Search
Search Editor
Any Words
All Words
Exact Phrase
e.g. 1606N020Q02
"Good Earth Corporation"
Federal Organizations
Enter Code or Name
Status
No matches found
Your search did not return any results for active records.
Would you like to include inactive records in your search results?
Yes
Go back
46°F
Mostly cloudy
Search
10:54 AM
2/14/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/14/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	**CONTACT NAME:** Kim Bond **PHONE (A/C, No, Ext):** 972-770-1600 **FAX (A/C, No):** **E-MAIL ADDRESS:** Kim.Bond@marshmma.com
INSURED GOODEARTH3 Good Earth Corporation 7922 Forney Rd Dallas TX 75227	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Texas Mutual Insurance Company — 22945 **INSURER B :** Monroe Guaranty Insurance Company — 32506 **INSURER C :** Upland Specialty Insurance Company — 16988 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1969794107 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X 2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			CPP10007892402	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA10007892302	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	**UMBRELLA LIAB** OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			EX6Y59818824NF	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below			0001175269	8/1/2024	8/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Contractors Equipment Excess Umbrella			CPP10007892402 EX6Y59818824NF	8/1/2024 8/1/2024	8/1/2025 8/1/2025	Leased/Rented Eqptmt Aggregate/Occurrence	$100,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured form #CGL121 edition 02/21 applies to the General Liability policy.
Additional Insured form #CGL088 edition 02/21 applies to the General Liability policy.
Waiver of subrogation form #CGL088 edition 02/21 applies to the General Liability policy.
Primary & Non-Contributory form # CG7323 edition 12/16 applies to the General Liability policy.

Additional Insured form #CAU058 edition 05/19 applies to the Automobile Liability policy.
Waiver of subrogation form #CAU058 edition 05/19 applies to the Automobile Liability policy.
Automatic Insured - Primary & Non-Contributory form # CAU082 edition 01/15 applies to the Automobile Liability policy.
See Attached...

CERTIFICATE HOLDER

City of Duncanville
230 E. Wheatland Road
Duncanville TX 75116
US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GOODEARTH3

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC	**NAMED INSURED** Good Earth Corporation 7922 Forney Rd Dallas TX 75227
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation (30) Days form #IL060 edition 07/13 applies to the General Liability, Auto Liability, and Umbrella Liability policy.
Notice of Cancellation (30) Days form WC420601 applies to the Workers Compensation Policy.

Waiver of subrogation form # WC420304B applies to the Workers Compensation policy.

Waiver of subrogation form # CU2480 edition 12/19 applies to the Umbrella Liability policy.
Automatic Insured - Primary & Non-Contributory form # UMB179 edition 07/09 applies to the Umbrella Liability policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with “Primary and NonContributory” wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker’s Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.
City of Duncanville is included as additional insured as required as per written contract.

Project#: RFP 24-0021 Mowing Landscape Services

Additional Insured:
City of Duncanville
230 E. Wheatland Road
Duncanville, TX 75116

ACORD 101 (2008/01) **© 2008 ACORD CORPORATION. All rights reserved.**

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Exhibit H – CERTIFICATION REGARDING LOBBYING

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Kevin Points, VP/ COO

Printed Name and Title of Contractor's Authorized Official

2/14/2025

Date

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(a) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB 0348-00

Duncanville
City of Champions

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: _____Prime _____Sub awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

City of Duncanville, Duncanville, TX
RFP 24-0021 – Mowing, Abatement & Landscaping Services
Due Date & Time September 26, 2024 @ 2:00 P.M.

Bidders Name & Address
Good Earth Corp.
Dallas, TX

Remaining Mows in FY 25

Alternate Bid Items Unit Pricing for Materials (Labor per Request)	Service Performed	Annual Qty.	Original Bid Price		Bid#2 Price		FY 25 April-June		FY26 Remaining After June	
			Cycle Price	Annual Price	Cycle Price	Annual Price	Cycles	Cost	Cycles	Cost
1	1 gallon nursery plant installed including 1 yr warranty	N/A	N/A	N/A		N/A				
2	3 gallon nursery plant installed including 1 yr warranty	N/A	N/A	N/A		N/A				
3	5 gallon nursery plant installed including 1 yr warranty	N/A	N/A	N/A		N/A				
4	Flats, 4-inch annual color, installed including 90-day warranty	N/A	N/A	N/A		N/A				
5	Six pack annual color, installed including 90-day warranty	N/A	N/A	N/A		N/A				
6	Rock, Fine Hardwood Mulch, Installed	Per Cubic Yard	N/A	N/A		N/A				
7	Mow/line strip/blow labor - Equipped	Hour	N/A	N/A		N/A				
8	Mow/line strip/blow labor - Hand Crew	Per Man	N/A	N/A		N/A				
9	Mid-Hour Attic/Trash Lot service, equipped	Hour	N/A	N/A		N/A				
10	10 ft. Bow Shredded Hardwood Stock	Per Bag	N/A	N/A		N/A				
	ALTERNATE BID ITEMS TOTAL		$ -	$ -	$ -	$ -				

	SECTION A WATER / LOTS PUMP STATIONS	Service Performed	Annual Qty.	Original Bid Price Cycle Price	Original Bid Price Annual Price	Bid#2 Price Cycle Price	Bid#2 Price Annual Price	Cycles	Cost	Cycles	Cost
1	119 S. Clark Rd.	Mowing Cycle	17	$ 30.00	$ 510.00	$ 30.00	$ 510.00	0	$ 450.00	0	$ 450.00
2	330 Shady Trail	Mowing Cycle	17	$ 329.00	$ 5,593.00	$ 329.00	$ 5,593.00	0	$ 1,645.00	0	$ 1,645.00
3	1110 N. Main St	Mowing Cycle	17	$ 339.00	$ 5,808.00	$ 234.00	$ 5,808.00	0	$ 1,638.00	0	$ 1,638.00
4	910 Meadowlake Dr.	Mowing Cycle	17	$ 189.00	$ 4,704.00	$ 189.00	$ 4,704.00	0	$ 945.00	0	$ 945.00
5	1636 Wilson Rd., Cedar Hill, TX	Mowing Cycle	17	$ 234.00	$ 4,234.00	$ 234.00	$ 4,234.00	0	$ 1,638.00	0	$ 1,638.00
	SECTION A TOTAL			$ 1,231.00	$ 20,837.00	$ 1,231.00	$ 20,837.00	$ 24.00	$ 6,156.00	$ 30.00	$ 7,206.00

	SECTION B FACILITY BUILDINGS & ARMSTRONG PARK	Service Performed	Annual Qty.	Original Bid Price Cycle Price	Original Bid Price Annual Price	Bid#2 Price Cycle Price	Bid#2 Price Annual Price	Cycles	Cost	Cycles	Cost
1	103 E. Wheatland Rd. (Old Fire Office)	Mowing Cycle	31	$ 189.00	$ 4,914.00	$ 189.00	$ 4,914.00				
2	City Hall Annex - 103 E. Wheatland Rd	Mowing Cycle	31	$ 189.00	$ 4,809.00	$ 189.00	$ 4,809.00				
3	Fire Station #1 - 106 E. Camp Wisdom Rd.	Mowing Cycle	31	$ 189.00	$ 4,809.00	$ 189.00	$ 4,809.00				
4	Duncanville Fire/Police - 5151 S. Main St.	Mowing Cycle	31	$ 189.00	$ 4,809.00	$ 189.00	$ 4,809.00				
5	Fire Station #2 – 309 W. Camp Wisdom Rd.	Mowing Cycle	31	$ 189.00	$ 4,809.00	$ 189.00	$ 4,809.00				
6	Fire Station #3 – 1639 S. Main St.	Mowing Cycle	31	$ 317.00	$ 8,601.00	$ 317.00	$ 8,601.00				
7	Parks & Rec Dept. Building 303 W. Camp Wisdom Rd.	Mowing Cycle	31	$ -	$ -	$ 239.00	$ 7,378.00				
8	Municipal Service Center - 103 Shady Trail (Irrigated)	Mowing Cycle	31	$ 612.00	$ 14,616.00	$ 612.00	$ 14,616.00				
9	Municipal Service Center - 103 Shady Trail - (Irrigated)	Mowing Cycle	31	$ 317.00	$ 9,827.00	$ 317.00	$ 9,827.00				
10	Municipal Service Center - 103 Shady Trail - (Non-Irrigated)	Mowing Cycle	17	$ 189.00	$ 2,835.00	$ 189.00	$ 2,835.00				
11	Senior Center - 202 James Collins Blvd	Mowing Cycle	31	$ 600.00	$ 18,600.00	$ 600.00	$ 18,600.00				
	SECTION B TOTAL			$ 2,940.00	$ 83,490.00	$ 3,333.00	$ 109,643.00				

	SECTION C STREETS, MEDIANS, ROWS, LOTS	Service Performed	Annual Qty.	Original Bid Price Cycle Price	Original Bid Price Annual Price	Bid#2 Price Cycle Price	Bid#2 Price Annual Price	Cycles	Cost	Cycles	Cost
1	119 S. Clark Road - Cycle 1 & Cycle 2 - Hwy 67 - Parking	Mowing Cycle	2	$ 480.00	$ 960.00	$ 480.00	$ 960.00	2	$ 480.00	2	$ 480.00
2	211 Woodlawn	Mowing Cycle	1	$ 180.00	$ 612.00	$ 90.00	$ 612.00	2	$ 270.00	1	$ 270.00
3	204 S. Hwy 67	Mowing Cycle	17	$ 282.00	$ 4,794.00	$ 282.00	$ 4,794.00	4	$ 1,692.00	3	$ 1,692.00
4	203/301 S. Hwy 67	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	3	$ 678.00
5	204 S. Duncanville - Duncanville Plaza	Mowing Cycle	9	$ 88.00	$ 612.00	$ 88.00	$ 612.00	4	$ 352.00	2	$ 264.00
6	1 Acre Lot	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	3	$ 678.00
7	Acadian Dr.	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
8	Acadian @ Hwy	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	3	$ 678.00
9	Addington Circle	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	3	$ 678.00
10	Alamo Western Road	Mowing Cycle	17	$ 999.00	$ 16,983.00	$ 1,126.00	$ 19,126.00	4	$ 4,756.00	3	$ 4,756.00
11	Alamo Western Road	Mowing Cycle	17	$ 999.00	$ 16,983.00	$ 1,126.00	$ 19,126.00	4	$ 4,756.00	3	$ 4,756.00
12	Cedar Hill Rd - Section 2 from to Duncanville Rd	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
13	Cedar Ridge Rd	Mowing Cycle	17	$ 1,013.00	$ 17,221.00	$ 1,013.00	$ 17,221.00	4	$ 4,052.00	3	$ 4,052.00
14	Crouch Rd Rd	Mowing Cycle	17	$ 1,368.00	$ 23,256.00	$ 1,368.00	$ 23,256.00	4	$ 5,196.00	3	$ 5,196.00
15	Crouch Rd Rd - Asphalt Repairs	Bed Maintenance	17	$ -	$ -	$ 1,200.00	$ 12,696.00	0	$ -	0	$ -
16	Crouch Rd Rd	Mowing Cycle	17	$ 1,368.00	$ 23,256.00	$ 1,368.00	$ 23,256.00	4	$ 5,196.00	3	$ 5,196.00
17	Davidson Way - Hwy 67 to Dowdell Rd	Mowing Cycle	17	$ -	$ -	$ 2,250.00	$ 27,662.00	0	$ -	0	$ -
18	Davidson Way - Hwy 67 to Dowdell Rd	Mowing Cycle	17	$ 189.00	$ 3,238.00	$ 189.00	$ 3,239.00	10	$ 2,187.00	6	$ 1,031.00
19	Dixie Rose Blvd. - Southside 200,400, & 600 Blocks	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	3	$ 678.00
20	Duncanville Blvd	Mowing Cycle	17	$ 338.00	$ 5,758.00	$ 338.00	$ 5,758.00	4	$ 2,028.00	3	$ 2,028.00
21	S. Wilmington Rd. (Medians) East & West of Main St.	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
22	Frank Wood Blvd. - 600 Block to Waverly Dr.	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 452.00	3	$ 339.00
23	Freeman Dr	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00	4	$ 1,350.00	3	$ 1,350.00
24	Gaston Ave.	Mowing Cycle	17	$ 338.00	$ 5,758.00	$ 338.00	$ 5,758.00	4	$ 2,028.00	3	$ 2,028.00
25	Greenbriar Lane	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	3	$ 678.00
26	Hall Dr. East	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	3	$ 678.00
27	Hall Dr. West	Mowing Cycle	17	$ 225.00	$ 7,276.00	$ 263.00	$ 8,671.00	4	$ 2,276.00	3	$ 2,276.00
28	Hollywood/Fairview	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
29	Hudson Dr. from to Camp Wisdom	Mowing Cycle	17	$ 338.00	$ 5,842.00	$ 338.00	$ 5,842.00	4	$ 2,028.00	3	$ 2,028.00
30	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Bed Maintenance	17	$ 267.00	$ 5,218.00	$ 267.00	$ 5,218.00	4	$ 1,602.00	3	$ 1,602.00
31	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	17	$ 1,350.00	$ 22,950.00	$ 1,350.00	$ 22,950.00	4	$ 5,400.00	3	$ 4,050.00
32	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	17	$ 2,700.00	$ 14,700.00	$ 2,700.00	$ 14,700.00	7	$ 7,200.00	4	$ 5,500.00
33	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Trimming Cycle	4	$ 600.00	$ 3,300.00	$ 600.00	$ 3,300.00	4	$ 2,400.00	3	$ 2,000.00
34	Cedar Ridge to Dowdell Rd	Mowing Cycle	9	$ 1,800.00	$ 10,200.00	$ 1,800.00	$ 10,200.00	1	$ 1,800.00	1	$ 1,800.00
35	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Bed Maintenance	17	$ 1,575.00	$ 26,775.00	$ 1,575.00	$ 26,775.00	6	$ 9,450.00	6	$ 9,450.00
36	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Litter Cycle	17	$ 2,679.00	$ 49,615.00	$ 2,679.00	$ 49,615.00	4	$ 17,200.00	4	$ 17,200.00
37	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	7	$ 10,782.00	$ 73,474.00	$ 10,782.00	$ 73,474.00	1	$ 10,782.00	6	$ 63,915.00
38	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Trimming Cycle	4	$ 4,310.00	$ 17,240.00	$ 4,310.00	$ 17,232.00	0	$ 34,979.00	0	$ 13,936.00
39	Interstate Highway 20 Right-of-Way and Cedar Ridge	Bed Maintenance	17	$ 850.00	$ 13,600.00	$ 999.00	$ 13,600.00	4	$ 4,000.00	4	$ 4,000.00
40	James Collins Blvd. - (Wisa and Tom Jeannon)	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00	4	$ 1,350.00	3	$ 1,350.00
41	Jellison Blvd. - (Northside of Link Dr. to Duncanville Rd.)	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00	4	$ 1,350.00	3	$ 1,350.00
42	Kirnwood Park Circle	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	3	$ 678.00
43	Link Dr. East	Mowing Cycle	17	$ 563.00	$ 9,571.00	$ 563.00	$ 9,571.00	4	$ 2,378.00	3	$ 2,378.00
44	Link Dr. West	Mowing Cycle	17	$ 338.00	$ 5,746.00	$ 338.00	$ 5,746.00	4	$ 2,028.00	3	$ 2,028.00
45	Parkhouse Dr. - (Circle of Undeveloped ROW East & West of the Creek)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
46	Peace Dr. - (Holiday Estates area)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
47	Railroad Park - (Main St. both sides of track from Camp Wisdom to I-20)	Mowing Cycle	31	$ 225.00	$ 6,975.00	$ 225.00	$ 6,975.00	10	$ 2,925.00	9	$ 2,025.00
48	Railroad ROW - (Duncanville to Camp Wisdom)	Mowing Cycle	9	$ 1,800.00	$ 16,200.00	$ 1,800.00	$ 16,200.00	4	$ 7,200.00	3	$ 5,400.00
49	Round Top Blvd. - (Northside 600 to 700 blocks)	Mowing Cycle	9	$ 338.00	$ 3,042.00	$ 338.00	$ 3,042.00	4	$ 1,352.00	3	$ 1,014.00
50	Ruth Dr. - (Northside)	Mowing Cycle	17	$ 338.00	$ 5,758.00	$ 338.00	$ 5,758.00	4	$ 2,028.00	3	$ 2,028.00
51	Sunset Trail	Mowing Cycle	17	$ 563.00	$ 13,356.00	$ 563.00	$ 13,356.00	4	$ 2,252.00	3	$ 2,252.00
52	Violet Ave. - (undeveloped ROW at Avenue C)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
53	Wash Rd. - (Asphalt 300 block)	Mowing Cycle	9	$ 113.00	$ 1,017.00	$ 113.00	$ 1,017.00	4	$ 452.00	3	$ 339.00
54	W. Wintergreen Rd. - Main St. to Hwy 67	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00	4	$ 1,350.00	3	$ 1,350.00
55	Wintergreen Rd	Mowing Cycle	17	$ 1,350.00	$ 22,950.00	$ 1,350.00	$ 22,950.00	4	$ 5,400.00	3	$ 4,050.00
56	Wheatland Rd	Mowing Cycle	17	$ 1,350.00	$ 22,950.00	$ 1,350.00	$ 22,950.00	4	$ 5,400.00	3	$ 4,050.00
57	Zena Wood Place	Mowing Cycle	17	$ 113.00	$ 1,921.00	$ 113.00	$ 1,921.00	4	$ 678.00	3	$ 678.00
58	Guardrail - 707 Jellison Blvd.	Chemical Application & Trimming	3	$ -	$ -	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
59	Guardrail - 622 N. Casa Grande Circle	Chemical Application & Trimming	3	$ -	$ -	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
60	Guardrail - 1100 S. Clark Rd.	Chemical Application & Trimming	3	$ -	$ -	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
61	Guardrail - Joe Wilson & Sink Pe Trail	Chemical Application & Trimming	3	$ -	$ -	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
62	Guardrail - 600 Clifford Dr	Chemical Application & Trimming	3	$ -	$ -	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
63	Bridge [2 - 130 & 200'd. Little Street	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
64	Bridge [2 - 136 d. Jewel Lane	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
65	Type III Barricade - 900 Eisenhower Dr	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
66	Type III Barricade - 1163 Cedar Run Dr	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
67	Bridge/Guardrail - 1802 S. Cockrell Rd	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
68	Bridge/Guardrail - 1700 S. Cockrell Rd	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
69	Guardrail - 1702 Rd	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
70	Guardrail - 1307 Ferguson Rd	Chemical Application & Trimming	3	$ 50.00	$ 150.00	$ 50.00	$ 150.00	2	$ 100.00	1	$ 50.00
	SECTION C TOTAL			$ 41,422.00	$ 693,775.00	$ 43,270.00	$ 831,220.00	$ 224.00	$ 111,634.00	$ 200.00	$ 207,496.00

	SECTION D PARKS & PRESERVES	Service Performed	Annual Qty.	Original Bid Price Cycle Price	Original Bid Price Annual Price	Bid#2 Price Cycle Price	Bid#2 Price Annual Price	Cycles	Cost	Cycles	Cost
1	804 W. Wheatland Rd. (Future Dog Park)	Special Mowing Cycle	21	$ -	$ -	$ 339.00	$ 7,099.00				
2	Alexander Park - 710 S. Alexander Dr (Non-Athletic)	Special Mowing Cycle	76	$ 181.00	$ 13,796.00	$ 181.00	$ 13,796.00				
3	Alexander Park - 710 S. Alexander Dr (Less Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 299.00	$ 6,048.00	$ 299.00	$ 6,048.00				
4	Armstrong Park - 120 James Rhea	Mowing Cycle	21	$ 1,080.00	$ 33,480.00	$ 1,080.00	$ 33,480.00				
5	Circle Park Park - 1300 Caravan Trail	Mowing Cycle	21	$ 299.00	$ 6,048.00	$ 299.00	$ 6,048.00				
6	Hermigton Park - 1815 S. Cockrell Hill Rd (Athletic Fields)	Special Mowing Cycle	76	$ 1,440.00	$ 109,440.00	$ 1,440.00	$ 109,440.00				
7	Hermigton Park - 1815 S. Cockrell Hill Rd (Less Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 1,440.00	$ 30,240.00	$ 1,440.00	$ 30,240.00				
8	Lasater Nature Preserve - 600 -700 block of Dunesdale Rd	Preserve	1	$ 1,826.00	$ 1,826.00	$ 1,826.00	$ 1,826.00				
9	Lakeside Park - 1519 Mill City Dr (Non-Athletic)	Special Mowing Cycle	76	$ 181.00	$ 13,796.00	$ 181.00	$ 13,796.00				
10	Lakeside Park - 519 Mill City Dr (less Athletic Fields - Common Areas)	Mowing Cycle	21	$ 864.00	$ 18,144.00	$ 864.00	$ 18,144.00				
11	Lions Park - 1003 S. Peach St (Athletic Fields)	Special Mowing Cycle	76	$ 181.00	$ 13,796.00	$ 181.00	$ 13,796.00				
12	Lions Park - 1003 S. Peach St (Less Athletic Fields - Common Areas)	Mowing Cycle	21	$ 864.00	$ 18,144.00	$ 864.00	$ 18,144.00				
13	Little Shenandoah Park - 915 Limeline Ln.	Mowing Cycle	21	$ 202.00	$ 4,242.00	$ 202.00	$ 4,242.00				
14	Memorial Park - 101 N. Main St.	Mowing Cycle	21	$ 144.00	$ 4,896.00	$ 144.00	$ 4,896.00				
15	Michels Park - 1901 S. Cockrell Hill Rd (4 feet thru Around the Perimeter of the Park)	Mowing Cycle	21	$ 299.00	$ 6,048.00	$ 299.00	$ 6,048.00				
16	Olinde Park - 919 Olinde Blvd. (4 feet thru Around the Perimeter of the Park)	Mowing Cycle	21	$ 202.00	$ 4,242.00	$ 202.00	$ 4,242.00				
17	Pinon Springs Park - 1802 Penn Springs Dr.	Mowing Cycle	21	$ 202.00	$ 4,242.00	$ 202.00	$ 4,242.00				
18	Pybush Park - 915 Adams Ave.	Mowing Cycle	31	$ 432.00	$ 13,392.00	$ 432.00	$ 13,392.00				
19	Quail Run Park - 320 N. Glendondale Ln.	Mowing Cycle	17	$ 231.00	$ 3,927.00	$ 231.00	$ 3,927.00				
20	Red Bird Park - 100 W. Red Bird Ln (Front and Rear)	Mowing Cycle	21	$ 576.00	$ 12,096.00	$ 576.00	$ 12,096.00				
21	Red Bird Park - 109 W. Red Bird Ln (Front and Rear)	Mowing Cycle	31	$ 288.00	$ 8,928.00	$ 288.00	$ 8,928.00				
22	Rotary Park - 301 S. Ventue Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	$ 432.00	$ 9,072.00				
23	Reclamine Park - 5100 Wildcliff Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	$ 432.00	$ 9,072.00				
24	Willow Run Park - 1303 Oak Run Dr.	Mowing Cycle	21	$ 432.00	$ 9,072.00	$ 432.00	$ 9,072.00				
	SECTION D TOTAL			$ 12,282.00	$ 363,514.00	$ 12,631.00	$ 363,432.00				

	SECTION E EEC VACANT LOTS & PROPERTY	Service Performed	Annual Qty.	Original Bid Price Cycle Price	Original Bid Price Annual Price	Bid#2 Price Cycle Price	Bid#2 Price Annual Price	Cycles	Cost	Cycles	Cost
1	1 Mowing	Mowing Cycle	21	$ 90.00	$ 1,890.00	$ 90.00	$ 1,890.00	10	$ 900.00	4	$ 360.00
2	103 E. 120	Mowing Cycle	21	$ 160.00	$ 3,360.00	$ 160.00	$ 3,360.00	10	$ 1,600.00	4	$ 640.00
3	1211 S. Clark Rd	Mowing Cycle	21	$ 150.00	$ 3,150.00	$ 150.00	$ 3,150.00	10	$ 1,500.00	4	$ 600.00
4	121 S. Cockrell Hill Rd	Mowing Cycle	21	$ 97.00	$ 2,037.00	$ 97.00	$ 2,037.00	10	$ 970.00	4	$ 388.00
5	1140 S. Main St	Mowing Cycle	21	$ 299.00	$ 6,048.00	$ 299.00	$ 6,048.00	10	$ 2,990.00	5	$ 1,195.00
6	401 S. Ventue Dr.	Mowing Cycle	21	$ 870.00	$ 18,606.00	$ 870.00	$ 18,606.00	10	$ 8,700.00	4	$ 3,480.00
7	401 Softwood Dr.	Mowing Cycle	21	$ 46.00	$ 966.00	$ 46.00	$ 966.00	10	$ 460.00	4	$ 276.00
8	1211 S. Clark Rd	Mowing Cycle	21	$ 150.00	$ 3,150.00	$ 150.00	$ 3,150.00	10	$ 1,500.00	4	$ 600.00
9	1400 W. Camp Wisdom Rd.	Mowing Cycle	21	$ 370.00	$ 8,670.00	$ 370.00	$ 8,670.00	10	$ 3,700.00	4	$ 1,480.00
10	204 W. Clarendon	Mowing Cycle	21	$ 1,020.00	$ 20,400.00	$ 1,020.00	$ 20,400.00	10	$ 10,200.00	4	$ 12,000.00
11	815 W. Clarendon	Mowing Cycle	21	$ 121.00	$ 2,541.00	$ 121.00	$ 2,541.00	10	$ 1,210.00	4	$ 726.00
12	113 W. Magnolia Ln.	Mowing Cycle	21	$ 46.00	$ 966.00	$ 46.00	$ 966.00	10	$ 460.00	4	$ 276.00
13	1211 S. Clark Rd	Mowing Cycle	21	$ 150.00	$ 3,150.00	$ 150.00	$ 3,150.00	10	$ 1,500.00	4	$ 600.00
14	203 Cedar Street (Landscape around Building)	Mowing Cycle	4	$ 250.00	$ 1,000.00	$ 250.00	$ 1,000.00	4	$ 1,000.00	4	$ 1,000.00
	SECTION E TOTALS			$ 4,050.00	$ 84,156.00	$ 4,050.00	$ 84,000.00	$ 134.00	$ 41,660.00	$ 62.00	$ 26,230.00

	SECTION F NEIGHBOR HOOD SERVICES	Service Performed	Annual Qty.	Original Bid Price Cycle Price	Original Bid Price Annual Price	Bid#2 Price Cycle Price	Bid#2 Price Annual Price	Cycles	Cost	Cycles	Cost
1	Small Residential Lot (10,000 sq. ft. or less)	Debris Abatement/ Mowing	As Needed	Abatement/ Mowing Unlimit		$ 87.00	$ 87.00				
2	Medium Residential Lot (10,000-40,000 sq. ft.)	Debris Abatement/ Mowing	As Needed	Abatement/ Mowing Unlimit		$ 173.00	$ 173.00				
3	Large Residential Lot) (40,000 – 43,560 sq.ft.)	Debris Abatement/ Mowing	As Needed	Abatement/ Mowing Unlimit		$ 230.00	$ 230.00				
4	Lot Size not Otherwise Defined	As Needed	N/A	(Pricing will be negotiated with the awarded vendor)		(Price will be negotiated with the awarded vendor)					
5	Clean-up of Illicit Debris Removal	As Needed	N/A	(Pricing will be negotiated with the awarded vendor)		(Price will be negotiated with the awarded vendor)					
6	Hauling (Removal) of Oversized Items	As Needed	N/A	(Pricing will be negotiated with the awarded vendor)		(Price will be negotiated with the awarded vendor)					
	NEIGHBOR HOOD SERVICES TOTALS					$ 490.00	$ 490.00				

	Alternate Bid Items Unit Pricing for Materials (Labor per Request)			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	WATER / LOTS PUMP STATIONS (SECTION A)			$ 1,231.00	$ 20,837.00	$ 1,231.00	$ 20,837.00	$ 24.00	$ 6,156.00	$ 30.00	$ 7,206.00
	FACILITY BUILDINGS & ARMSTRONG PARK (SECTION B)			$ 2,940.00	$ 83,490.00	$ 3,333.00	$ 109,643.00	$ -	$ -	$ -	$ -
	STREETS, MEDIANS, ROWS, LOTS (SECTION C)			$ 41,422.00	$ 693,775.00	$ 43,270.00	$ 831,220.00	$ 224.00	$ 111,634.00	$ 200.00	$ 207,496.00
	PARKS & PRESERVES (SECTION D)			$ 12,282.00	$ 363,514.00	$ 12,631.00	$ 363,432.00	$ -	$ -	$ -	$ -
	EEC VACANT LOTS & PROPERTY (SECTION E)			$ 4,050.00	$ 84,156.00	$ 4,050.00	$ 84,000.00	$ 134.00	$ 41,660.00	$ 62.00	$ 26,230.00
	NEIGHBOR HOOD SERVICES (SECTION F)			$ -	$ -	$ 490.00	$ 490.00	$ -	$ -	$ -	$ -
	Bid Total			$ 62,237.00	$ 1,327,237.00	$ 67,006.00	$ 1,153,662.00	$ 409.00	$ 231,339.00	$ 312.00	$ 248,119.00

City of Duncanville, Dunc
RFP 24-0021 – Mowing, Abatement &
Landscaping Services
Due Date & Time September 26, 2024 @ 2:00 P.M.

Bidder's Name & Address
Y.L.A.S Inc.
dba Urban Landscaping & Irrigation
Lancaster, TX

Remaining Mows in FY 25

Alternate Bid Items Unit Pricing for Materials /Labor per #1	Service Performed	Annual Qty.	Original Bid Price Cycle Price	Original Bid Price Annual Price	BAFO Price Cycle Price	BAFO Price Annual Price	FY25 April-June Cycles	FY25 April-June Cost	Fy 25 Remaining After June Cycles	Fy 25 Remaining After June Cost
1	1 gallon mulch / shrub installed including 1 yr warranty	N/A	N/A	N/A	$ 65.00	N/A				
2	3 gallon nursery plant installed including 1 yr warranty	N/A	N/A	N/A	$ 85.00	N/A				
3	5 gallon nursery plant installed including 1 yr warranty	N/A	N/A	N/A	$ 150.00	N/A				
4	Flats, 4 inch annual color, installed including 60 day wa	N/A	N/A	N/A	$ 37.00	N/A				
5	Flats, 4 inch perennial color, installed including 60 day warra	N/A	N/A	N/A	$ 37.00	N/A				
6	Yard, Fine Hardwood Mulch, Installed	Per Cubic Yard	N/A	N/A	$ 100.00	N/A				
7	Man-hour landscape labor - Equipped	Hour	N/A	N/A	$ 65.00	N/A				
8	Square Nursery pots - Installed	Per Square Foot	N/A	N/A	$ 28.00	N/A				
9	Man-hour arborist/tech can service, equipped	Hour	N/A	N/A	$ 65.00	N/A				
10	30 lb. Bag Shredded Hardwood Mulch	Per Bag	N/A	N/A	$ 8.00	N/A				
	ALTERNATE BID ITEMS TOTAL				$ 652.00	$ -				

	SECTION A WATER LOTS/ PUMP STATIONS	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price	Cycles	Cost	Cycles	Cost
1	113 E. Clark Rd.	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
2	333 Shady Trail	Mowing Cycle	17	$ 232.00	$ 3,972.00	$ 232.00	$ 3,972.00				
3	1125 Dowdy Ln	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
4	1418 Meadowbrook Cir	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
5	1636 Sheila Rd. Cedar Hill, TX	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 279.00	$ 5,679.00				
	SECTION A TOTAL			$ 729.00	$ 12,412.00	$ 1,009.00	$ 17,929.00				

	SECTION B FACILITY BUILDINGS & ARMSTRONG PARK	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price	Cycles	Cost	Cycles	Cost
1	105 N. Wheatland Rd. (252 Rec Office)	Mowing Cycle	21	$ 258.00	$ 7,609.50	$ 258.00	$ 7,609.50	13	$ 3,354.00	8	$ 2,064.00
2	100 Old Arabia - 103 S. Wheatland Rd	Mowing Cycle	21	$ 258.00	$ 7,609.50	$ 258.00	$ 7,609.50	13	$ 3,354.00	8	$ 2,064.00
3	City Hall/Police Dept. - 203 E. Wheatland Rd	Mowing Cycle	21	$ 278.00	$ 8,599.00	$ 300.00	$ 9,300.00	13	$ 3,900.00	8	$ 2,769.00
4	Duncanville Fieldhouse - 1103 S. Main St.	Mowing Cycle	21	$ 278.00	$ 8,599.00	$ 300.00	$ 10,500.00	13	$ 4,550.00	8	$ 4,000.00
5	Fire Station #1 - 300 W. Camp Wisdom Rd.	Mowing Cycle	21	$ 197.00	$ 4,260.00	$ 197.00	$ 4,260.00	13	$ 1,716.00	8	$ 1,576.00
6	Fire Station #2 - 1040 S. Cedar Ridge	Mowing Cycle	21	$ 197.00	$ 4,260.00	$ 197.00	$ 4,260.00	13	$ 1,716.00	8	$ 1,576.00
7	Parks & Rec Dept. Building, 501 W. Camp Wisdom Rd	Mowing Cycle	21	$ 150.00	$ 4,950.00	$ 150.00	$ 5,850.00	13	$ 2,275.00	8	$ 1,716.00
8	Library/Recreation Center - 201 James Collins Blvd	Mowing Cycle	21	$ 548.00	$ 11,508.00	$ 548.00	$ 11,508.00	13	$ 4,784.00	8	$ 3,512.00
9	Municipal Service Center - 454 Wintergreen Rd.	Mowing Cycle	21	$ 548.00	$ 11,508.00	$ 548.00	$ 11,508.00	13	$ 4,784.00	8	$ 3,512.00
10	Municipal Service Center - 333 Wintergreen Rd.	Mowing Cycle	17	$ 450.00	$ 6,120.00	$ 174.00	$ 2,958.00	4	$ 1,392.00	4	$ 474.00
11	Senior Center - 1600 W. Camp Wisdom Rd.	Mowing Cycle	17	$ 450.00	$ 6,120.00	$ 174.00	$ 2,958.00	4	$ 1,392.00	4	$ 474.00
	SECTION B TOTAL			$ 3,914.44	$ 81,803.84	$ 3,665.00	$ 83,943.00	134.25	$ 33,643.75	68.25	$ 27,023.00

	SECTION C STREETS, MEDIANS, ROWS, LOTS	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price	Cycles	Cost	Cycles	Cost
1	113 - 235 N. Main/Clark/S. Center St.& Cherry St. (Rd	Mowing Cycle	17	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
2	401 Woodman	Mowing Cycle	9	$ 129.00	$ 1,125.00	$ 129.00	$ 1,125.00				
3	1000 Block of Main ST	Mowing Cycle	17	$ 232.00	$ 3,972.00	$ 232.00	$ 3,972.00				
4	400 W. Pleasant	Mowing Cycle	17	$ 655.00	$ 9,960.00	$ 655.00	$ 9,960.00				
5	231 S. Duncanville - Duncanville Pkwy	Mowing Cycle	17	$ 197.00	$ 1,950.00	$ 197.00	$ 1,950.00				
6	Alexander Dr	Mowing Cycle	17	$ 235.00	$ 3,825.00	$ 235.00	$ 3,825.00				
7	Avenue A	Mowing Cycle	9	$ 235.00	$ 2,025.00	$ 235.00	$ 2,025.00				
8	Avenue of Stars	Mowing Cycle	17	$ 235.00	$ 3,825.00	$ 235.00	$ 3,825.00				
9	Camp Wisdom Rd	Mowing Cycle	17	$ 852.00	$ 13,992.00	$ 852.00	$ 13,992.00				
10	Cedar Ridge Rd	Mowing Cycle	17	$ 852.00	$ 13,992.00	$ 852.00	$ 13,992.00				
11	Cedar Ridge Rd. - Santa Fe Trail to Dorotdale Rd.	Mowing Cycle	9	$ 256.00	$ 5,712.00	$ 256.00	$ 5,712.00				
12	Cedar Ridge Rd	Mowing Cycle	9	$ 235.00	$ 2,025.00	$ 225.00	$ 2,025.00				
13	Cedar Ridge Rd	Mowing Cycle	17	$ 858.00	$ 14,076.00	$ 828.00	$ 14,076.00				
14	Cockrell Hill Rd	Mowing Cycle	17	$ 1,536.00	$ 19,755.00	$ 1,395.00	$ 23,715.00				
15	Cockrell Hill Rd. - Avenue of Stars to Dorotdale	Bed Maintenance	17	$ 1,100.00	$ 18,700.00	$ 1,100.00	$ 18,700.00	6	$ 6,600.00	6	$ 6,600.00
16	Concourse Blvd	Mowing Cycle	17	$ 1,536.00	$ 19,755.00	$ 1,395.00	$ 23,715.00				
17	Dorotdale Rd. - Main St. to Cockrell Hill Rd.	Mowing Cycle	17	$ 1,536.00	$ 19,755.00	$ 1,395.00	$ 23,715.00	4	$ 5,580.00	4	$ 5,580.00
18	Downtown Medians - Center to Davis	Mowing Cycle	21	$ 256.00	$ 5,376.00	$ 256.00	$ 5,376.00				
19	Dow Ross Blvd. - Southside 300-400, & 600 Blocks	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
20	Duncanville Road	Mowing Cycle	17	$ 276.00	$ 4,692.00	$ 276.00	$ 4,692.00				
21	E. Wintergreen Rd. (Medians) East & West of Main St.	Mowing Cycle	9	$ 126.00	$ 1,134.00	$ 126.00	$ 1,134.00				
22	Ed Kacho Blvd. - 800 Block to Edwards Dr.	Mowing Cycle	9	$ 125.00	$ 1,125.00	$ 125.00	$ 1,125.00				
23	Freeman St.	Mowing Cycle	17	$ 235.00	$ 3,825.00	$ 225.00	$ 3,825.00				
24	Glenhill Ave.	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
25	Goodrich Lane	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
26	Hardaway Dr.	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
27	Hillcrest Dr.	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
28	Hollywood Park Entrance	Mowing Cycle	9	$ 125.00	$ 1,125.00	$ 125.00	$ 1,125.00				
29	Huntleigh Dr. (Belt to Camp Wisdom)	Mowing Cycle	17	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00				
30	Hwy 67 Right of way - City Limit to City Limit	Bed Maintenance	17	$ 2,500.00	$ 42,500.00	$ 2,500.00	$ 42,500.00				
31	Hwy 67 Right of way - City Limit to City Limit	Litter Cycle	17	$ 2,625.00	$ 44,625.00	$ 2,625.00	$ 44,625.00				
32	Hwy 67 Right of way - City Limit to City Limit	Mowing Cycle	17	$ 4,000.00	$ 68,000.00	$ 4,000.00	$ 68,000.00				
33	Hwy 67 Right of way - City Limit to City Limit	Trimming Cycle	7	$ 4,000.00	$ 28,000.00	$ 4,000.00	$ 28,000.00				
34	Illinois Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	9	$ 1,672.00	$ 13,248.00	$ 1,472.00	$ 13,248.00				
35	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Bed Maintenance	12	$ 4,248.00	$ 72,913.00	$ 4,248.00	$ 72,913.00				
36	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Litter Cycle	17	$ 2,653.00	$ 45,965.00	$ 2,653.00	$ 45,965.00				
37	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Mowing Cycle	7	$ 9,518.75	$ 66,631.25	$ 4,000.00	$ 28,000.00				
38	Interstate Highway 20 Right-of-Way - City Limit to City Limit	Trimming Cycle	4	$ 3,847.00	$ 15,870.00	$ 3,867.00	$ 15,870.00				
39	Interstate Highway 20 Right-of-Way and Cedar Ridge Bridge	Bed Maintenance	12	$ 2,200.00	$ 37,600.00	$ 2,200.00	$ 37,600.00				
40	James Collins Blvd. - (Shire and Trim Jasmine)	Mowing Cycle	12	$ 725.00	$ 2,125.00	$ 725.00	$ 2,125.00				
41	Jefferson Blvd. - (No Route of Link St. to Duncanville Rd.)	Mowing Cycle	17	$ 219.00	$ 3,669.00	$ 219.00	$ 3,669.00				
42	Kenley Place Circle	Mowing Cycle	17	$ 129.00	$ 2,129.00	$ 129.00	$ 2,129.00				
43	N. Main St.	Mowing Cycle	17	$ 460.00	$ 7,820.00	$ 460.00	$ 7,820.00				
44	Parkerville Rd.	Mowing Cycle	17	$ 276.00	$ 4,692.00	$ 276.00	$ 4,692.00				
45	Circle of Undeveloped ROW East & West of the	Mowing Cycle	9	$ 129.00	$ 1,129.00	$ 129.00	$ 1,129.00				
46	Peach St. - (medians of park area)	Mowing Cycle	9	$ 129.00	$ 1,125.00	$ 125.00	$ 1,125.00				
47	Railroad Park - N. Main St. both sides of track from Camp Wisdom to Belt	Mowing Cycle	31	$ 860.00	$ 27,280.00	$ 860.00	$ 27,280.00				
48	Railroad ROW - (from Dorotdale to Camp Wisdom)	Mowing Cycle	9	$ 1,672.00	$ 13,248.00	$ 1,472.00	$ 13,248.00				
49	Round Top Blvd. - (Northside 600 to 700 blocks)	Mowing Cycle	9	$ 276.00	$ 2,484.00	$ 276.00	$ 2,484.00				
50	S. Main St.	Mowing Cycle	17	$ 784.00	$ 12,432.00	$ 784.00	$ 12,432.00				
51	Santa Fe Trail	Mowing Cycle	17	$ 726.00	$ 12,672.00	$ 726.00	$ 12,672.00				
52	Sigler Ave. - (undeveloped ROW at Avenue C)	Mowing Cycle	9	$ 129.00	$ 1,129.00	$ 129.00	$ 1,129.00				
53	Thrush Ave. - (medians 300 block)	Mowing Cycle	9	$ 129.00	$ 1,125.00	$ 125.00	$ 1,125.00				
54	W. Wintergreen Rd. - Main St. to Hwy 67	Mowing Cycle	17	$ 192.00	$ 4,128.00	$ 164.00	$ 4,128.00				
55	Wheatland Rd.	Mowing Cycle	17	$ 1,536.00	$ 19,755.00	$ 1,395.00	$ 23,715.00				
56	Woodhaven Dr.	Mowing Cycle	17	$ 1,536.00	$ 19,755.00	$ 1,395.00	$ 23,715.00				
57	Yellow Wood Place	Mowing Cycle	17	$ 129.00	$ 2,193.00	$ 129.00	$ 2,193.00				
58	Guardrail - 707 Jefferson Blvd.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
59	Guardrail - 422 N. Casa Grande Circle	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
60	Guardrail - 1100 S. Clark Rd.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
61	Guardrail - Joe Wilson & Side Fir Trail	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
62	Guardrail - 600 Cliffcrest Dr	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
63	Bridge (2 - 100 & 200 E. Little Street	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
64	Bridge (2 - 126 E. Jewel Lane	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
65	Type VI Barricade - 600 Eisenhower Dr	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
66	Type VI Barricade - 1163 Cedar Run Dr.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
67	Bridge/Guardrail - 1802 S. Cockrell Rd.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
68	Bridge/Guardrail - 1700 S. Cockrell Rd.	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
69	Guardrail - 1702 Rd	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
70	Guardrail - 1307 Ferguson Rd	Chemical Application & Trimming	3	$ 400.00	$ 1,200.00	$ 75.00	$ 225.00				
	SECTION C TOTAL			$ 44,972.25	$ 724,895.30	$ 39,660.75	$ 629,602.80	12.00	$ 15,000.00	12.00	$ 12,000.00

	SECTION D PARKS & PRESERVES	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price	Cycles	Cost	Cycles	Cost
1	803 W. Wheatland Rd	Special Mowing Cycle	21	$ 286.00	$ 6,870.00	$ 286.00	$ 6,014.00	10	$ 2,860.00	6	$ 1,716.00
2	Alexander Park - 715 S. Alexander Dr. (Athletic Fields)	Special Mowing Cycle	74	$ 219.00	$ 16,343.00	$ 219.00	$ 16,343.00	36	$ 8,050.00	38	$ 8,033.00
3	Alexander Park - 715 S. Alexander Dr. (Lake Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 450.00	$ 9,450.00	$ 450.00	$ 9,450.00	10	$ 4,500.00	6	$ 3,750.00
4	Armstrong Park - 500 James Collins Blvd.	Mowing Cycle	21	$ 875.00	$ 27,125.00	$ 1,050.00	$ 21,000.00	10	$ 10,500.00	9	$ 9,000.00
5	Circle Parks Park - 1200 Cedaren Trail	Mowing Cycle	21	$ 219.00	$ 4,515.00	$ 219.00	$ 4,515.00	10	$ 2,190.00	6	$ 1,290.00
6	Huntington Park - 1815 S. Cockrell Hill Rd (Athletic Fields)	Special Mowing Cycle	78	$ 1,000.00	$ 78,000.00	$ 1,000.00	$ 78,000.00	26	$ 26,000.00	26	$ 26,000.00
7	Huntington Park - 1815 S. Cockrell Hill Rd (Lake Athletic Fields - Common Areas ONLY)	Mowing Cycle	21	$ 450.00	$ 9,450.00	$ 1,300.00	$ 27,300.00	10	$ 13,000.00	6	$ 7,800.00
8	Lively Nature Preserve - 1500 -1700 block of Duncanville Rd	Preserve	1	$ 2,250.00	$ 2,250.00	$ 2,250.00	$ 2,250.00	0	$ -	1	$ 2,250.00
9	Lakeside Park - 815 Hill City Dr. (Athletic Fields)	Special Mowing Cycle	76	$ 240.00	$ 18,240.00	$ 240.00	$ 18,240.00	38	$ 9,120.00	38	$ 9,120.00
10	Lakeside Park - 815 Hill City Dr. (Lake Athletic Fields - Common Areas)	Mowing Cycle	21	$ 875.00	$ 18,375.00	$ 875.00	$ 18,375.00	10	$ 8,750.00	6	$ 5,250.00
11	Lions Park - 1000 S. Preach St. (Athletic Fields)	Special Mowing Cycle	78	$ 219.00	$ 16,350.00	$ 219.00	$ 16,350.00	26	$ 5,694.00	26	$ 5,829.00
12	Lions Park - 1000 S. Preach St. (Lake Athletic Fields - Common Areas)	Mowing Cycle	21	$ 875.00	$ 18,375.00	$ 875.00	$ 18,375.00	10	$ 8,750.00	6	$ 5,250.00
12	Little Chickasaw Park - 1015 Lonestar Ln.	Mowing Cycle	21	$ 219.00	$ 4,515.00	$ 219.00	$ 4,515.00	10	$ 2,190.00	6	$ 1,290.00
13	Memorial Park - 101 N. Main St.	Mowing Cycle	21	$ 219.00	$ 6,883.00	$ 219.00	$ 6,883.00	13	$ 2,790.00	9	$ 1,935.00
14	Michels Park - 1901 S. Cockrell Hill Rd. (& Red Bird Around the Perimeter of the Park)	Mowing Cycle	21	$ 219.00	$ 4,515.00	$ 219.00	$ 4,515.00	10	$ 2,190.00	6	$ 1,290.00
15	Olcott Park - 915 Olcott Rd. (& Red Bird Around the Perimeter of the Park)	Mowing Cycle	21	$ 219.00	$ 4,515.00	$ 219.00	$ 4,515.00	10	$ 2,190.00	6	$ 1,290.00
16	Penn Springs Park - 1302 Penn Springs Dr.	Mowing Cycle	21	$ 219.00	$ 4,515.00	$ 219.00	$ 4,515.00	10	$ 2,190.00	6	$ 1,290.00
17	Pylon Park - 915 Adams Ave.	Mowing Cycle	21	$ 219.00	$ 3,869.00	$ 369.00	$ 8,003.00	13	$ 3,900.00	9	$ 2,745.00
18	Quail Run Park - 3315 Greenbrook Ln.	Mowing Cycle	17	$ 556.00	$ 9,359.00	$ 229.00	$ 3,929.00	6	$ 1,368.00	6	$ 1,368.00
19	Red Bird Park - 159 W. Red Bird Ln. (Block Parties Behind Residences)	Mowing Cycle	21	$ 450.00	$ 9,450.00	$ 450.00	$ 9,600.00	10	$ 4,800.00	6	$ 2,700.00
20	Red Bird Park - 500 W. Red Bird Ln. (Ball Fields)	Mowing Cycle	31	$ 219.00	$ 6,869.00	$ 219.00	$ 6,869.00	13	$ 2,790.00	9	$ 1,935.00
21	Rickey Park - 301 S. Ventus Dr.	Mowing Cycle	21	$ 369.00	$ 7,869.00	$ 369.00	$ 7,869.00	10	$ 3,690.00	6	$ 2,106.00
22	Robinson Park - 8100 Wilshaw Dr.	Mowing Cycle	21	$ 1,219.00	$ 21,819.00	$ 219.00	$ 7,870.00	10	$ 2,190.00	6	$ 2,289.00
23	Willow Run Park - 1309 Oak Run Dr.	Mowing Cycle	21	$ 530.00	$ 10,920.00	$ 375.00	$ 7,875.00	10	$ 3,750.00	6	$ 2,250.00
	SECTION D TOTAL			$ 14,741.00	$ 329,859.00	$ 12,295.00	$ 321,664.00	302.00	$ 121,800.00	229.00	$ 104,054.00

	SECTION E EDC VACANT LOTS & PROPERTY	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price	Cycles	Cost	Cycles	Cost
1	1 Block - 100	Mowing Cycle	21	$ 225.00	$ 4,800.00	$ 175.00	$ 3,675.00				
2	1 Lot - 126 Hwy 67	Mowing Cycle	21	$ 2,700.00	$ 63,100.00	$ 160.00	$ 3,360.00				
3	712 E. Cockrell Hill Rd	Mowing Cycle	21	$ 88.00	$ 1,847.00	$ 129.00	$ 2,625.00				
4	1140 E. Main St	Mowing Cycle	21	$ 180.00	$ 3,864.00	$ 225.00	$ 4,725.00				
5	1141 E. Main St	Mowing Cycle	21	$ 180.00	$ 3,864.00	$ 225.00	$ 4,725.00				
6	317 Wheatland Dr	Mowing Cycle	21	$ 129.00	$ 2,829.00	$ 65.00	$ 1,365.00				
7	357 Wheatland Dr	Mowing Cycle	21	$ 129.00	$ 2,829.00	$ 65.00	$ 1,365.00				
8	538 E. Camp Wisdom Rd	Mowing Cycle	21	$ 129.00	$ 2,829.00	$ 276.00	$ 5,796.00				
10	409 W. Clarendale	Mowing Cycle	21	$ 6,241.86	$ 69,679.00	$ 3,200.00	$ 66,200.00				
11	611 W. Clarendale	Mowing Cycle	21	$ 80.00	$ 1,680.00	$ 129.00	$ 2,529.00				
12	1015 W. Wheatland Dr	Mowing Cycle	21	$ 180.00	$ 3,864.00	$ 225.00	$ 4,725.00				
13	203 Center Street (Landscape around Building)	Mowing Cycle	21	$ 180.00	$ 3,870.00	$ 264.00	$ 5,544.00				
	SECTION E TOTALS			$ 10,315.86	$ 174,963.00	$ 4,700.00	$ 64,934.00	-	$ -	-	$ -

	SECTION F NEIGHBOR HOOD SERVICES	Service Performed	Annual Qty.	Cycle Price	Annual Price	Cycle Price	Annual Price
1	Small Residential Lot (10,000 sq. ft. or less)	Debris Abatement/ Mowing	As Needed		N/A	$ 100.00	
2	Medium Residential Lot (10,000-20,000 sq. ft.)	Debris Abatement/ Mowing	As Needed		N/A	$ 150.00	
3	Large Residential Lot(s) (20,000 – 40,000 sq ft.)	Debris Abatement/ Mowing	As Needed		N/A	$ 200.00	
4	Lot Size not Otherwise Defined	As Needed	N/A	(Price will be negotiated with the awarded vendor)		(Price will be negotiated with the awarded vendor)	
5	Clean-up of Brush/ Debris Removal	As Needed	N/A	(Price will be negotiated with the awarded vendor)		(Price will be negotiated with the awarded vendor)	
6	Hauling (Removal) of Oversized Items	As Needed	N/A	(Price will be negotiated with the awarded vendor)		(Price will be negotiated with the awarded vendor)	
	NEIGHBOR HOOD SERVICES TOTALS			$ -	$ -	$ 450.00	$ -

	Alternate Bid Items Unit Pricing for Materials /Labor per Request			$ 652.00	$ -	$ 652.00	$ -	-	$ -	-	$ -
	WATER LOTS/ PUMP STATIONS (SECTION A)			$ 729.00	$ 12,412.00	$ 1,009.00	$ 17,929.00	-	$ -	-	$ -
	FACILITY BUILDINGS & ARMSTRONG PARK (SECTION B)			$ 3,914.44	$ 81,803.84	$ 3,665.00	$ 83,943.00	134.25	$ 33,643.75	68.25	$ 27,023.00
	STREETS, MEDIANS, ROWS, LOTS (SECTION C)			$ 44,972.25	$ 724,895.30	$ 39,660.75	$ 629,602.80	12.00	$ 15,000.00	12.00	$ 12,000.00
	PARKS & PRESERVES (SECTION D)			$ 14,741.00	$ 329,859.00	$ 12,295.00	$ 321,664.00	302.00	$ 121,800.00	229.00	$ 104,054.00
	EDC VACANT LOTS & PROPERTY (SECTION E)			$ 10,315.86	$ 174,963.00	$ 4,700.00	$ 64,934.00	-	$ -	-	$ -
	NEIGHBOR HOOD SERVICES TOTAL (SECTION F)			$ -	$ -	$ 450.00	$ -	-	$ -	-	$ -
	Bid Total			$ 99,708.55	$ 1,557,787.02	$ 70,352.00	$ 1,161,254.40	580.00	$ 181,218.72	$ 336.00	$ 143,187.00

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider a Resolution authorizing an Interlocal Agreement between the cities of DeSoto, Cedar Hill, Lancaster, and Duncanville for the purpose of hiring a regional Emergency Medical Services (EMS) Training Officer.

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

BACKGROUND/HISTORY:
The Texas Department of State Health Services requires all paramedics to complete ongoing continuing education training to maintain their certification. Historically, the cities of Cedar Hill, Duncanville, DeSoto, and Lancaster have collaborated by contracting these services through the University of Texas Southwestern (UTSW).

POLICY EXPLANATION:
An analysis of the current training arrangement has revealed that establishing a regional EMS training officer through a cost-sharing agreement between the four cities is financially advantageous when compared to renewing the existing contract with UTSW. The current UTSW contract is set to expire on September 30, 2025. To ensure uninterrupted training services, the proposed regional EMS training officer would be hired with a commencement date of October 1, 2025.

The Regional Training Officer would serve as a dedicated resource for all four cities, providing specialized EMS training and fostering ongoing collaboration in joint training initiatives and emergency response coordination. This approach not only promotes consistency and quality in training but also enhances inter-jurisdictional cooperation. This regional training officer would be an employee of the City of DeSoto and will be officed at the Joe Brown DeSoto Fire Training Center.

FUNDING SOURCE:

ORG and Object Number
01077300-700450 (ADVANCED LIFE SUPPORT - SERVICES CONTRACT)

Available Budget	**Purchase Amount**	**After Encumber**
$177,254.00 (FOR FY26)	$38,087.75 (FOR FY26)	$139,166.25

ACTION ALTERNATIVES:

1. Authorize an Interlocal Agreement between the cities of DeSoto, Cedar Hill, Lancaster, and Duncanville for the purpose of hiring a regional Emergency Medical Services (EMS) Training Officer.
2. Do not authorize an Interlocal Agreement between the cities of DeSoto, Cedar Hill, Lancaster, and Duncanville for the purpose of hiring a regional Emergency Medical Services (EMS) Training Officer.
3. Other actions as directed by Council.

ATTACHMENTS:
EMS Training Offcier ILA
Resolution No. - 2025-513 - ILA for Regional EMS Training Officer - Pdf

STATE OF TEXAS §
§ **INTERLOCAL COOPERATION AGREEMENT FOR**
COUNTY OF DALLAS **REGIONAL EMS TRAINING OFFICER**

This Interlocal Cooperation Agreement for Regional EMS Training Office (the "Agreement") is made and entered into by and among the City of Cedar Hill, Texas, ("Cedar Hill"), the City of DeSoto, Texas, ("DeSoto"), the City of Duncanville, Texas ("Duncanville"), and the City of Lancaster, Texas ("Lancaster") (hereinafter collectively referred to as the "Participating Cities" or "Parties") acting by and through their authorized officers.

WHEREAS, the Participating Cities desire to enter into an Interlocal Cooperation Agreement to provide for the use of a Regional Emergency Medical Services (EMS) Training Officer to coordinate and manage EMS training; and

WHEREAS, Chapter 791 of the Texas Government Code provides the authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, the Participating Cities have determined that it is mutually advantageous for the Parties to enter into this Agreement to provide for a Regional EMS Training Officer.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth and for other valuable considerations, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I
Purpose

The purpose of this Agreement is to provide for the hiring, supervision, duties, discipline and compensation of a person to be employed as the Regional EMS Training Officer in accordance with the terms and provisions hereof.

Article II
Term

2.1 This Agreement shall be for a term of one (1) year beginning on the last date of execution (the "Effective Date"). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by another agreement or terminated as provided herein.

2.2 A Participating City may terminate its participation in this Agreement by providing thirty (30) days prior written notice after the City of DeSoto provides the budget estimate on April 1st of each year to the Participating Cities. The written notice of intent to terminate shall be delivered to the City Manager(s) of each Participating Cities by certified mail, return receipt requested, or hand delivery, with a copy to the Fire Chief of the City of DeSoto. Termination by one or more parties to this Agreement does not affect the Agreement as it applies to the remaining

parties and shall continue to apply to the remaining parties until terminated by those parties. Notwithstanding, the financial obligation of the terminating Participating City shall continue until the expiration of the then-current fiscal year ending September 30.

Article III
Regional EMS Training Officer

3.1 General. A qualified person shall be retained, hired and employed to serve under the direction and supervision of the Fire Chief of the City of DeSoto (the "Fire Chief) to serve as the Regional EMS Training Officer (REMSTO) for all Participating Cities. The Fire Chief shall have the sole authority to hire, supervise, direct, evaluate, discipline, discharge and terminate the REMSTO. The REMSTO shall be an employee of the City of DeSoto and shall be bound by DeSoto's personnel policies, manuals and directives, and in no event shall the REMSTO be regarded, treated or considered to be a classified employee of the civil service system of any other Participating City.

3.2 Services. The REMSTO shall perform the duties and functions as stated in the job description attached hereto and, by this reference, incorporated herein as if fully set forth.

3.3 Salary and Benefits. The person serving as REMSTO is entitled to the same wage, salary, pension, and other compensation and rights, including injury or death benefits, as other comparable employees of the City of DeSoto. The REMSTO is also entitled to payment for any reasonable expenses incurred for travel, food, or lodging while on duty outside the limits of the territory of the Participating Cities, including expenses related to the REMSTO's participation in approved EMS and emergency-preparedness training programs.

Cost of Services. The City of DeSoto shall pay to the REMSTO all wages, benefits, and travel, food, and lodging expenses as provided for by policy. Each of the Participating Cities shall reimburse the City of Desoto for a proportionate share of the costs and expenses incurred by DeSoto in compensating the REMSTO as set forth herein. The specific base salary shall be established by the Fire Chief based on the applicant's training, qualifications, experience and abilities. DeSoto shall submit an invoice or statement to each Participating City on a quarterly basis, which invoice or statement shall identify the costs and expenses incurred by and on behalf of the REMSTO and paid by DeSoto, and each Participating City shall reimburse DeSoto its proportionate share of the cost and expenses incurred by the City of DeSoto in remitting compensation to the REMSTO, including salary, benefits, office supplies, postage, dues/subscriptions, copier, training, travel, emergency preparedness, computer/technology, vehicle-related expenses, cellular and wireless internet connectivity. Each Participating City's proportionate share shall be remitted to DeSoto within thirty (30) days following receipt of the invoice or statement. As used herein, each quarter shall be a successive, consecutive three-month period commencing on October 1st annually. The City of DeSoto agrees to submit to the Participating Cities its expected budget amount for the REMSTO expenses no later than April 1st annually.

Article IV
Miscellaneous

4.1 Assignment. This Agreement may not be assigned by any party hereto without the

prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all parties hereto.

4.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of proper jurisdiction of Dallas County, Texas.

4.3 Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

4.4 Amendment. This Agreement may be amended by the mutually written agreement of the Participating Cities.

4.5 Entire Agreement. This Agreement represents the entire Agreement among the parties respected by subject matter covered by this Agreement.

4.6 Additional Members. Additional municipal entities may join this Agreement as a Participating City if the addition is approved then by the existing Participating Cities. If approval is given, the municipal entity shall join the Participating Cities by adopting and executing this Agreement. In the event of such an addition, the proportionate share of expenses will be appropriate amended on a pro rata basis, dependent upon when the New Participating City approved the Agreement. See Section 3.4 Costs for Services for a detailed list of regional EMS training-related costs to include vehicle-related expenses.

4.7 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, right, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

4.8 Current Revenues. All costs or expenses incurred by any Participating City as result of this Agreement shall be paid from the current revenues available to the Participating City.

4.9 Recitals. The recitals of this Agreement are incorporated herein.

4.10 Notice. Any notice required to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, or by hand delivery to the party at the address set forth below:

City of Cedar Hill

Melissa Valadez
City Manager
285 Uptown Boulevard
Cedar Hill, Texas 75104
Phone: 972-291-5100

City of DeSoto

Majed Al-Ghafry
City Manager
211 East Pleasant Run Road
DeSoto, Texas 75115
Phone: 972-274-2489

City of Duncanville

Douglas E. Finch, MPA
City Manager
203 East Wheatland Road
Duncanville, Texas
Phone: 972-780-5000

City of Lancaster

Opal Mauldin-Jones
City Manager
211 North Henry Street
Lancaster, Texas 75146
Phone: 972-218-1300

4.11 Effective Date. This Agreement shall become effective as of the last date of execution hereof.

(signature page to follow)

EXECUTED the _____ day of _____, 2025.

City of Cedar Hill, Texas

By: _____
Stephen Mason, Mayor

EXECUTED the _____ day of _____, 2025.

City of DeSoto, Texas

By: _____
Rachel L. Proctor, Mayor

EXECUTED the _____ day of _____, 2025.

City of Duncanville, Texas

By: _____
Greg Contreras, Mayor

EXECUTED the _____ day of _____, 2025.

City of Lancaster, Texas

By: _____
Clyde C. Hairston, Mayor

4921-7802-4769, v. 1

RESOLUTION NO. 2025-513

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF CEDAR HILL, TEXAS, ("CEDAR HILL"), THE CITY OF DUNCANVILLE, TEXAS, ("DUNCANVILLE"), THE CITY OF LANCASTER, TEXAS, ("LANCASTER"), AND THE CITY OF DESOTO, TEXAS ("DESOTO") FOR SERVICES RELATED TO SHARED REGIONAL EMS TRAINING OFFICER POSITION; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Participating Cities desire to enter into an Interlocal Cooperation Agreement to provide a Regional EMS Training Officer to coordinate and manage Regional EMS Training to ensure all EMT and Paramedics within the participating cities received the Texas Department of State Health Services mandated paramedic continuing education to maintain their state certifications, and to ensure consistent training and continuous evaluation for improvement and safety during emergency medical responses; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, it is mutually advantageous for the Participating Cities to enter into the Interlocal Cooperation agreement, and authorizing the Mayor to execute said Agreement.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves, and accepts the terms of the Interlocal Agreement by and between Participating Cities for the Interlocal Agreement relating to the Regional EMS Training Officer, which is attached hereto and incorporated herein by reference as Exhibit "A"; and, the Mayor is hereby authorized to execute said Agreement.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute and administer the terms and conditions of said agreement, for the costs of the Regional EMS Training Officer.

SECTION 3. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected hereby, and such remaining positions are hereby declared to be severable.

SECTION 4. That this Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider a Resolution authorizing the utilization of a Cooperative Contract for the acquisition of rifle-resistant body armor from Angel Armor for the contractually discounted price through the BuyBoard Cooperative Contract #698-23 in an amount not to exceed $48,000.00 “annually” in both FY 2025 and FY 2026, in accordance with the statutory provisions of Texas Local Government Code 271 and as allowed by the procurement policy of the City of Duncanville.

Vision Statement:

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

Pillar:

- **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:
Angel Armor has been the provider of Body Armor for the Duncanville Police Department for many years. The contract through BuyBoard provides a system allowing the officer to wear soft body armor with rifle-resistant plates throughout their shift, providing much greater officer safety. Previously, rifle-resistant plates were too heavy to be worn throughout a regular shift. Moving to the one vest that provides more protection and is not as heavy due to technological advances has saved money while increasing the safety of our personnel. Due to Kevlar degradation, however, Angel Armor warranties expire every five years.

POLICY EXPLANATION:
In accordance to provisions of Texas Government Code 252 and the City’s Procurement Policy, the Police Department is bringing this item to the City Council for approval as expenditures exceeded $50,000.00 in total with Angel Armor. (See Attachment A - history of purchases).

Approval of these purchases has been determined to be “best value”, and will allow the City of Duncanville Police Department to continue to provide safety and protections for the Officers protecting the Community.

FUNDING SOURCE:

ORG and Object Number
01055100-700221

Available Budget	**Purchase Amount**	**After Encumber**
$49,304.88	$48,000.00	$1,304.88

ACTION ALTERNATIVES:

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

ATTACHMENTS:

BuyBoard - Duncanville Pricing
Attachment A - Copy of Expenditure Central_Vendor 5097 at 08.06.25
Angel Armor, LLC
Angel Armor
Angel Armor Contract Summary Information
DUNCANVILLE Resolution Authorizing Angel Armor Contract-[CLEAN-REH] 4937-0370-7992 v.3

Item Description	Price
RISE Ultility Carrier	$253.98
RISE Utility Premium II 2.0	$784.38
RISE Utiltiy Premium IIIA	$927.18
RISE Utility Standard IIIA	$784.38
RISE Utility Ultra Premium IIIA	$1,049.58
RISE Utility Elite IIIA	$1,122.00
RISE Flex Carrier Carrier	$468.18
RISE Flex Carrier Premium II 2.0	$998.58
RISE Flex Carrier Premium IIIA	$1,141.38
RISE Flex Carrier Standard IIIA	$998.58
RISE Flex Carrier Ultra Premium IIIA	$1,263.78
RISE Flex Carrier Elite IIIA	$1,182.18
RISE Stealth Carrier (RSC) Carrier	$223.38
RISE Stealth Carrier (RSC) Premium II 2.0	$753.78
RISE Stealth Carrier (RSC) Premium IIIA	$896.58
RISE Stealth Carrier (RSC) Standard IIIA	$753.78
RISE Stealth Carrier (RSC) Ultra Premium IIIA	$1,018.98
RISE Stealth Carrier (RSC) Elite IIIA	$1,096.50
RISE Tactical Carrier (RTC) MF Carrier	$626.28
RISE Tactical Carrier (RTC) MF Premium II 2.0	$1,156.68
RISE Tactical Carrier (RTC) MF Premium IIIA	$1,299.48
RISE Tactical Carrier (RTC) MF Standard IIIA	$1,156.68
RISE Tactical Carrier (RTC) MF Ultra Premium IIIA	$1,421.88
RISE Tactical Carrier (RTC) MF Elite IIIA	$1,497.36
RISE Tactical Carrier (RTC) Quick Release MF Carrier	$677.28
RISE Tactical Carrier (RTC) Quick Release MF Premium II 2.0	$1,206.68
RISE Tactical Carrier (RTC) Quick Release MF Premium IIIA	$1,350.48
RISE Tactical Carrier (RTC) Quick Release MF Standard IIIA	$1,207.68
RISE Tactical Carrier (RTC) Quick Release MF Ultra Premium IIIA	$1,444.00
RISE Tactical Carrier (RTC) Quick Release MF Elite IIIA	$1,548.36
RISE Uniform Carrier 2.0 (RUC) Carrier	$386.58
RISE Uniform Carrier 2.0 (RUC) Premium II 2.0	$916.98
RISE Uniform Carrier 2.0 (RUC) Premium IIIA	$1,054.00
RISE Uniform Carrier 2.0 (RUC) Standard IIIA	$916.98
RISE Uniform Carrier 2.0 (RUC) Ultra Premium IIIA	$1,182.18
RISE Uniform Carrier 2.0 (RUC) Elite IIIA	$1,257.66
RISE Patrol Carrier (RPC) Carrier	$468.18
RISE Patrol Carrier Standard IIIA	$998.58
RISE Patrol Carrier Premium II 2.0	$998.58
RISE Patrol Carrier Premium IIIA	$1,141.38

RISE Patrol Carrier Ultra Premium IIIA	$1,263.78
RISE Patrol Carrier Elite IIIA	$1,182.18
Truth SNAP 308 Standard 10x12 FC	$408.00
Truth SNAP 308 Standard 10x12 SC	$408.00
Truth SNAP 308 Standard 9x11 FC	$372.30
Truth SNAP 308 Standard 9x11 SC	$372.30
Truth SNAP 308 Standard 8x10 FC	$306.00
Truth SNAP 308 Standard 8x10 SC	$306.00
Truth SNAP 308 Standard 7x9 FC	$265.20
Truth SNAP 308 Standard 5x8 FC	$234.60
Truth SNAP 308 Premium 10x12 FC	$561.00
Truth SNAP 308 Premium 10x12 SC	$561.00
Truth SNAP 308 Premium 9x11 FC	$504.90
Truth SNAP 308 Premium 9x11 SC	$504.90
Truth SNAP 308 Premium 8x10 FC	$433.50
Truth SNAP 308 Premium 8x10 SC	$433.50
Truth SNAP 308 Premium 7x9 FC	$377.40
Truth SNAP 308 Ultra 10x12 FC	$765.00
Truth SNAP 308 Ultra 10x12 SC	$765.00
Truth SNAP 308 Ultra 9x11 FC	$663.00
Truth SNAP 308 Ultra 9x11 SC	$663.00
Truth SNAP 308 Ultra 8x10 FC	$561.00
Truth SNAP 308 Ultra 8x10 SC	$561.00
Truth SNAP 308 Ultra7x9 FC	$459.00
Truth Snap 308 Ultra 6x6 FC	$357.00
Truth SNAP 308 Ultra 5x8 FC	$377.40
Truth 855 Standard, 10x12 FC	$612.00
Truth 855 Standard, 10x12 SC	$612.00
Truth 855 Standard, 9x11 FC	$550.80
Truth 855 Standard, 9x11 SC	$550.80
Truth 855 Standard, 8x10 FC	$459.00
Truth 855 Standard, 8x10 SC	$459.00
Truth 855 Standard, 7x9 FC	$408.00
Truth 855 Premium, 10x12 FC	$765.00
Truth 855 Premium, 10x12 SC	$765.00
Truth 855 Premium, 9x11 FC	$683.40
Truth 855 Premium, 9x11 SC	$683.40
Truth 855 Premium, 8x10 FC	$586.50
Truth 855 Premium, 8x10 SC	$586.50
Truth 855 Premium, 7x9 FC	$520.20
Truth 855 Ultra, 10x12 FC	$867.00

Truth 855 Ultra, 10x12 SC	$867.00
Truth 855 Ultra, 9x11 FC	$739.50
Truth 855 Ultra, 9x11 SC	$739.50
Truth 855 Ultra, 8x10 FC	$612.00
Truth 855 Ultra, 8x10 SC	$612.00
Truth 855 Ultra, 7x9 FC	$601.80
Truth CSF, 10x12 FC	$214.20
Truth CSF, 10x12 SC	$214.20
Truth CSF, 7x9 FC	$153.00
Truth CSF, 8x10 FC	$163.20
Truth CSF, 8x10 SC	$163.20
Truth CSF, 9x11 FC	$188.70
Truth CSF, 9x11 SC	$188.70
Ally One Pouch, Baton	$32.00
Ally One Pouch, Double Pistol	$44.00
Ally One Pouch, Flashlight	$32.00
Ally One Pouch, Handcuff	$32.00
Ally One Pouch, OC Spray	$32.00
Ally One Pouch, Radio/Taser	$34.00
Ally One Pouch, Single Pistol	$32.00
Ally One Pouch, Single Rifle Mag	$34.00
Ally One Pouch, Tourniquet	$32.00
Ally One Pouch, Triple Rifle Plackard	$83.50
Ally One Dump Pouch	$52.33
Belly Band	$15.50
Vent Insert Panel (Pair)	$30.50
RISE Tactical Carrier (RTC) Mission Flap	$63.00
RISE Tactical Carrier (RTC) MOLLE Bridge	$53.00
Surcharge on vests that are 2XL or lager	$50.00

Invoice	Doc	Vendor Number	Vendor Name	Description	Amount	Date	Status	PO Number	Contract	Year	Due Date	Check	Check Date
4123	5152	5097	ANGEL ARMOR, LLC	BODY ARMOR CARRIERS	17,169.21	03/20/2019	PAID			2019	04/19/2019	22001786	04/02/2019
5181	8236	5097	ANGEL ARMOR, LLC	UNIFORM - VEST CARRIER (D. BELL)	930.74	06/18/2019	PAID			2019	07/18/2019	22002885	07/02/2019
6623	13208	5097	ANGEL ARMOR, LLC	BODY ARMOR CARRIERS FOR NEW HIRES	4,541.64	11/24/2019	PAID	2200048	3200058	2020	01/12/2020	22004673	12/17/2019
6553	12977	5097	ANGEL ARMOR, LLC	VEST CARRIER, D. RODGERS	930.52	11/24/2019	PAID			2020	12/24/2019	22004603	12/10/2019
6405	12979	5097	ANGEL ARMOR, LLC	SWAT BODY ARMOR PLATES	4,864.59	12/02/2019	PAID	2200041	3200058	2020	12/27/2019	22004576	12/05/2019
8024	17841	5097	ANGEL ARMOR, LLC	Z. GREEN, BELT COVER	937.01	05/27/2020	PAID			2020	06/26/2020	22006202	06/09/2020
7977	17842	5097	ANGEL ARMOR, LLC	R. HERNANDEZ, BELT COVER	937.01	05/27/2020	PAID			2020	06/26/2020	22006202	06/09/2020
7892	18355	5097	ANGEL ARMOR, LLC	SALCEDA, RAWLS BELT AND BELT COVERS	1,836.01	06/11/2020	PAID			2020	07/11/2020	22006369	06/30/2020
10538	24336	5097	ANGEL ARMOR, LLC	5 CADETS - BALLISTIC ARMOR CARRIERS	4,495.00	02/08/2021	PAID	2210450	3200058	2021	03/10/2021	22008429	03/04/2021
10538.1	24335	5097	ANGEL ARMOR, LLC	E. PINEDA, BALLISTIC ARMOR CARRIERS	472.01	02/10/2021	PAID	2210450	3200058	2021	03/31/2021	22008429	03/04/2021
8231	24491	5097	ANGEL ARMOR, LLC	BALLISTIC ARMOR CARRIER - M. HANKINS	936.54	03/08/2021	PAID	2210457	3200058	2021	04/07/2021	22008457	03/09/2021
1147	28201	5097	ANGEL ARMOR, LLC	NINE ARMOR PLATES WITH CARRIERS	14,150.48	05/25/2021	PAID	2210857	3200058	2021	06/24/2021	22009691	08/10/2021
INV1249	30023	5097	ANGEL ARMOR, LLC	RIFLE RATED PLATES	4,923.03	06/25/2021	PAID	2211041	3200058	2021	10/30/2021	22010204	10/07/2021
INV1571	29745	5097	ANGEL ARMOR, LLC	BALLISTIC ARMOR CARRIERS - R. PETERSON, R. GOODWIN	3,257.96	08/25/2021	PAID	2210997	3200058	2021	09/24/2021	22010067	09/21/2021
INV1689	29805	5097	ANGEL ARMOR, LLC	ARMAR VEST-F. JOHNSON	1,649.00	08/31/2021	PAID	2211013	3200058	2021	10/16/2021	22010067	09/21/2021
INV2293	35905	5097	ANGEL ARMOR, LLC	ANGEL ARMOR GEAR; CHAMBERLAIN & HARVEY	3,638.00	12/29/2021	PAID	2220339	3220136	2022	01/29/2022	22011649	05/19/2022
INV2528	35911	5097	ANGEL ARMOR, LLC	ANGEL ARMOR NEW HIRES' GEAR; R. MARSHALL	1,712.03	01/21/2022	PAID	2220339	3220136	2022	02/21/2022	22011649	05/19/2022
INV2691	35919	5097	ANGEL ARMOR, LLC	ANGEL ARMOR NEW HIRES' GEAR; G. BANKS	1,717.35	02/17/2022	PAID	2220339	3220136	2022	03/17/2022	22011649	05/19/2022
INV2558	35915	5097	ANGEL ARMOR, LLC	ANGEL ARMOR GEAR; TRUTH 308C QTY 8	3,932.32	03/03/2022	PAID	2220339	3220136	2022	04/03/2022	22011649	05/19/2022
INV3429	39444	5097	ANGEL ARMOR, LLC	Neighborhood Service Body Worn Armor	5,011.21	05/17/2022	PAID		3220136	2022	06/16/2022	22012694	11/09/2022
INV3332	39531	5097	ANGEL ARMOR, LLC	BODY ARMOR-5 OFCS	12,868.89	06/20/2022	PAID		3200058	2022	07/20/2022	22012764	11/11/2022
INV3519	39536	5097	ANGEL ARMOR, LLC	BODY ARMOR-ANGEL ARMOR	6,066.30	07/26/2022	PAID		3200058	2022	08/25/2022	22012764	11/11/2022
INV3539	39537	5097	ANGEL ARMOR, LLC	BODY ARMOR-ANGEL ARMOR	4,016.51	07/26/2022	PAID		3200058	2022	08/25/2022	22012764	11/11/2022
INV3620	38561	5097	ANGEL ARMOR, LLC	ANGEL ARMOR BODY ARMOR REPLACEMENT	2,034.86	08/09/2022	PAID	2220444	3220136	2022	10/09/2022	22012512	09/30/2022
INV4657	41201	5097	ANGEL ARMOR, LLC	OFFICER DETERMAN - BODY ARMOR	2,029.85	12/30/2022	PAID			2023	01/29/2023	22103067	01/12/2023
QUO4405	43646	5097	ANGEL ARMOR, LLC	TRUTH 308C 10X12 SC SWAT	3,017.92	02/15/2023	PAID	2300267	3220136	2023	03/17/2023	22103469	03/09/2023
INV5269	43645	5097	ANGEL ARMOR, LLC	MANNING, ALVIDREZ, HERNANDEZ, BECCERA	8,002.19	02/23/2023	PAID	2300267	3220136	2023	04/06/2023	22103469	03/09/2023
INV6133	45396	5097	ANGEL ARMOR, LLC	GARCIA - VASQUEZ - BODY ARMOR (ANGEL ARMOR)	4,046.28	04/24/2023	PAID	2300267	3220136	2023	05/31/2023	22103798	05/03/2023
INV6753	48344	5097	ANGEL ARMOR, LLC	CROSBY AND GOMEZ BODY ARMOR	4,082.73	07/13/2023	PAID	2300267	3220136	2023	09/02/2023	22104491	09/13/2023
INV8752-B	52391	5097	ANGEL ARMOR, LLC	BODY ARMOR REPLACEMENT AND PURCHASE	26,963.93	02/14/2024	PAID	2240132		2024	03/31/2024	22105298	03/06/2024
INV8751-B	52392	5097	ANGEL ARMOR, LLC	BODY ARMOR REPLACEMENT AND PURCHASE	4,228.99	02/19/2024	PAID	2240132		2024	03/15/2024	22105298	03/06/2024
INV9424-B	55328	5097	ANGEL ARMOR, LLC	BARBOSA - BODY ARMOR REPLACEMENT AND PURCHASE	2,077.67	04/10/2024	PAID	2240132		2024	06/21/2024	22105593	05/23/2024
INV10486	58054	5097	ANGEL ARMOR, LLC	BODY ARMOR REPLACEMENT AND PURCHASE	9,961.51	07/31/2024	PAID	2240132		2024	08/31/2024	22105988	08/08/2024
INV12616-	65702	5097	ANGEL ARMOR, LLC	BODY ARMOR	18,264.16	01/30/2025	PAID	2250226		2025	04/05/2025	22106927	03/27/2025
INV13201-	69830	5097	ANGEL ARMOR, LLC	BODY ARMOR-D. LANE	4,049.47	03/20/2025	PAID	2250560		2025	04/19/2025	22107396	07/24/2025
INV13587-	69832	5097	ANGEL ARMOR, LLC	BODY ARMOR-D. TATUM	1,984.05	04/23/2025	PAID	2250560		2025	05/23/2025	22107396	07/24/2025
INV14177-	69834	5097	ANGEL ARMOR, LLC	BODY ARMOR-D. PEREA, K. HAYES, T. BOND, J. MARIN	8,566.75	05/08/2025	PAID	2250560		2025	06/07/2025	22107396	07/24/2025
INV13976-	69833	5097	ANGEL ARMOR, LLC	BODY ARMOR-K. DELGADO	2,078.56	05/27/2025	PAID	2250560		2025	06/26/2025	22107396	07/24/2025
					202,382.28								

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

February 11, 2024

Sent via email to: lindsey.schneider@angelarmor.com

Lindsey Schneider
Angel Armor, LLC
4557 Denrose Ave.
Fort Collins CO 80524

Re: Public Safety and Firehouse Supplies and Equipment
BuyBoard Contract 698-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 698-23 effective 4/1/2023 through March 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

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

February 7, 2023

Sent Via Email: Aaron.pettigrew@angelarmor.com

Aaron Pettigrew
Angel Armor, LLC
4557 Denrose Ave.
Fort Collins, CO 80524

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

February 7, 2023

Sent Via Email: Aaron.pettigrew@angelarmor.com

Aaron Pettigrew
Angel Armor, LLC
4557 Denrose Ave.
Fort Collins, CO 80524

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

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

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Leigh A Clover

Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

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

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Public Safety and Firehouse Supplies and Equipment

Proposal Due Date/Opening Date and Time: November 10, 2022, at 4:00 PM

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

Proposal Invitation Number: 698-23

Contract Term: April 1, 2023, through March 31, 2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date: February 2023

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

Angel Armor LLC
Name of Proposing Company

11/3/2022
Date

4557 Denrose Court
Street Address

Signature of Authorized Company Official

Fort Collins, CO, 80524
City, State, Zip

Chris Foth
Printed Name of Authorized Company Official

970 235 2961
Telephone Number of Authorized Company Official

CEO
Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

35-2480464
Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

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

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

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

PROPOSAL ACKNOWLEDGEMENTS

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

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

Initial: CF

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

FELONY CONVICTION DISCLOSURE

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

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

Please check (√) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: CF

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RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (√) one of the following:

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

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

Angel Armor, LLC
Company Name

4557 Denrose Ct
Address

fort Collins
City

CO
State

80524
Zip Code

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

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

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

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

Please check (√) one of the following:

☐ Yes ☒ No

Initial: CF

BuyBoard PURCHASING COOPERATIVE
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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

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

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: CF

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

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

☐ **Minority Owned Business** ☐ **Women Owned Business**

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

Certification Number: _____

Name of Certifying Agency: _____

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

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

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

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

Initial: CX

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

Initial: CF

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

BuyBoard accepted deviations.

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Angel Armor, LLC ("Vendor") respectfully requests the following deviations from the requirements of the Proposal Invitation:

- EDGAR Vendor Certification 2 – Termination for Cause or Convenience. Vendor deals exclusively in products that are custom-fitted to individual customers. As such, there is no secondary market for products Vendor has begun manufacturing at the time of a termination, and [redacted]

- General Terms and Conditions, Section E.5 – Packaging, Transportation and Delivery. Vendor deals exclusively in products that are custom-made for individual customers, which, therefore, require longer manufacturing lead times than what is provided in the General Terms and Conditions. Vendor requests the following change be made to the second sentence of the third paragraph of the section listed above:

  "Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide award products or services within ~~10 business~~ 60 calendar days after receipt of a Cooperative member's Purchase Order."

Initial: CF

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VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

Initial: CE

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (√) one of the following:

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

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

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

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: CF

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B. Copyright Information

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

Please check (√) one of the following:

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

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

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

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

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

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

D. Consent to Release Proposal Tabulation

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

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

2. Termination for Cause or Convenience:

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

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

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

☐ **YES**, I agree. ■ **NO**, I do not agree. **Initial:** CF

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

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

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

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

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

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

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

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

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

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

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

Vendor agrees to comply with the above requirements when applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initial: CF

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COMPLIANCE FORMS SIGNATURE PAGE

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

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

Angel Armor LLC
Company Name

Signature of Authorized Company Official

Chris Foth
Printed Name and Title

11/3/2022
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

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

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

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

VENDOR BUSINESS NAME

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

Name of Proposing Company: Angel Armor, LLC

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

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Colorado

Federal Employer Identification Number: 35-248046

(Vendor must include a completed IRS W-9 form with their Proposal)

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

Angel Armor, LLC

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Angel Armor, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4557 Denrose Ct

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Collins, CO 80524

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
3 5 – 2 4 8 0 4 6 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/12/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

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

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 2,432,012.45 . (The period of the 12-month period is 11/1/21 / 10/31/22). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

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

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

CURRENT BUYBOARD VENDORS

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

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

Explanation: _____

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GOVERNMENTAL REFERENCES

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

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	New Braunfels PD	Chris Peltier	830-221-4123	CPeltier@NewBraunfels.gov	53%	204 Units
2.	Manor PD	Denver Collins	512-215-8401	DCollins@ManorTx.Gov	53%	27 Units
3.	Shenandoah PD	Jake Reuvers	832-592-3649	JReuvers@ShenandoahTX.US	53%	54 Units
4.	Grand Prairie PD	Lori Ehly	972-237-7599	Lehly@GPTX.org	53%	410 Units
5.	Little Elm PD	Jay Compton	214-975-0462	JCompton@LittleElm.org	53%	47 Units

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

Depends on Purchase Volume

COMPANY PROFILE

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

ANGEL ARMOR®

Angel Armor Company Profile

We believe there is nobility and purpose behind the men and women who serve their communities. We understand the job of a first responder requires sacrifice, servant leadership and courage. Such qualities are often overlooked or taken for granted — we believe they deserve to be applauded and honored.

Our goal is to serve first responders by offering market-leading proactive solutions that protect officers in every situation, all day. Through advanced technologies our hope is to reduce the burden and provide products allowing for efficient and effective responses, as well as confidence they can stand behind.

PROTECTION AT A HIGHER LEVEL®

4557 Denrose Ct, Fort Collins, Co 80524 / 970 235 2961 / angelarmor.com

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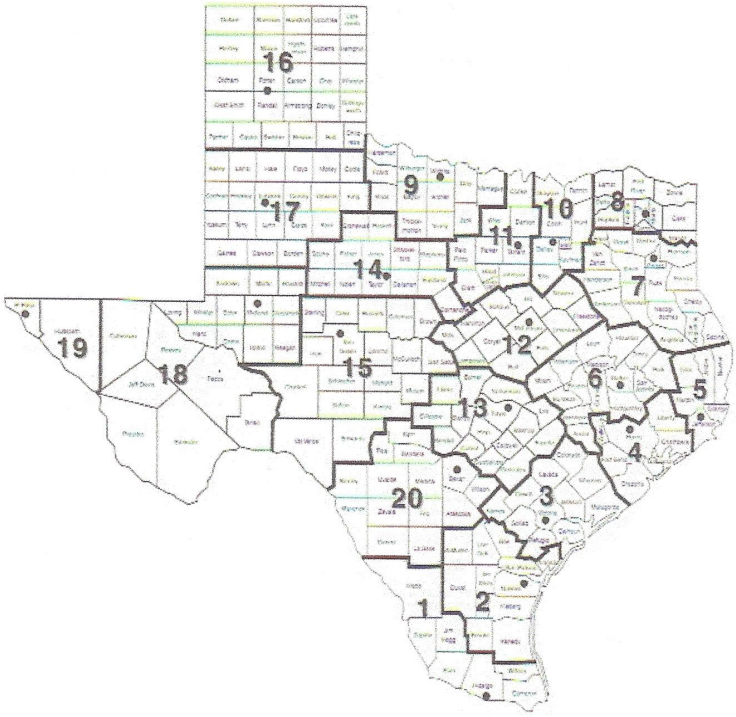
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

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

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

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

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

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

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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

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

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

Angel Armor, LLC
Name of Vendor

Proposal-NO-698-23
Proposal Invitation Number

Signature of Authorized Company Official

Chris Foth
Printed Name of Authorized Company Official

11/3/2022
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

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

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

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MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

Designated Dealer Name _____ Designated Dealer Contact Person _____

Designated Dealer Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Email address _____ Designated Dealer Tax ID Number* **(*attach W-9)** _____

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PROPOSAL INVITATION QUESTIONNAIRE

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

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

9 Years

We are not currently for sale or involved in any transaction

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

Our Factory has 20+ employees that work on production

You will have a Sales Rep specific to this contract and support from the Sales Team

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

Angel Armor Marketing Plan

Angel Armor has a unique approach to marketing and customer service within the armor industry. We are the sole manufacturer of our products with a service model that is direct to agency. This approach allows us to work with our customers from the initial presentation throughout the purchasing process. With innovative product lines, a substantial sales force, and customers throughout the country, we have ample opportunities to introduce our products through the BuyBoard contract.

We attend approximately 40 local and national conferences annually, leading to mass exposure of our company. Angel Armor continues to have substantial growth, design new products, and grow our customer base. We believe this partnership would be beneficial to both parties and would be humbled and honored to work with BuyBoard in serving the first responder community.

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

Angel Armor's financials are strong.

Our Commercial General Liability is $1,000,000

Our Umbrella Liability is $6,000,000

Owners have never been a debtor party to bankruptcy

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

No

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

NA

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

NA

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

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

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

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

NAME OF VENDOR: Angel Armor, LLC

Signature of Vendor Authorized Representative

Printed Name: Chris Foth

Title: CEO

Date: 11/3/2022

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

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

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

Angel Armor Information

Contact: Aaron Pettigrew
Address: 4557 Denrose Court
Fort Collins, CO 80524
Phone: (970) 235-2961
Email: aaron.pettigrew@angelarmor.com
Web Address: angelarmor.com

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

Aaron Pettigrew — *Signature*
aaron.pettigrew@angelarmor.com — *Email*

Submitted at 11/7/2022 09:33:23 PM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 698-23 Public Safety and Firehouse Supplies and Equipment — Proposal-No-698-23 Angel Armor.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — BuyBoard Pricelist 11.7.22.xlsx

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — *No response*

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

Company Profile — BuyBoard Company Profile.docx

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

IRS Form W-9 Request for Taxpayer Identification Number and Certification — Angel Armor W-9 2022.pdf

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

Response Attachments

BuyBoard Marketing Plan.docx

Marketing Plan

Angel Armor Return Policy.docx

Return Policy

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 35-2480464
2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification
3	**No Israel Boycott Certification** A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes
4	**No Excluded Nation or Foreign Terrorist Organization Certification** Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Yes
5	**MWBE/HUB Status Certification** A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. **I certify that my company has been certified as a MWBE/HUB in the following categories**: *(Please check all that apply)*
6	**Minority Owned Business** Minority Owned Business ☐ *Minority Owned Business (Yes)*

7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business (Yes)*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business (Yes)*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB (Yes)
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Aaron Pettigrew
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address Aaron.pettigrew@angelarmor.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 4557 Denrose Ave
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Fort Collins
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) CO
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 80524

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

9702272676

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

9709993027

21 **Company Website**

Company Website (www.XXXXX.com)

Angelarmor.com

22 **Purchase Orders Contact Information**

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

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

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

lindsey.schneider@angelarmor.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Lindsey Schneider

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

970-999-3028

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

Aaron.pettigrew@angelarmor.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Aaron Pettigrew

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

9702272676

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

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

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

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

No

32 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

lindsey.schneider@angelarmor.com

34 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Lindsey Schneider

35 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

970-999-3028

36 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

37 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

Aaron.pettigrew@angelarmor.com

38 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Aaron Pettigrew

39	**Alternate Request for Quote (RFQ) Contact Phone Number** Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 9702272676
40	**Alternate Request for Quote (RFQ) Contact Extension Number** Alternate Request for Quote (RFQ) Contact Extension Number *No response*
41	**Invoices** Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.
42	**Invoices** **Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:** (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: *If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.* Service fee invoices and notices direct to company
43	**Invoice Company Name** Invoice Company Name Angel Armor LLC
44	**Invoice Company Department Name** Invoice Company Department Name Accounting
45	**Invoice Contact Name** Invoice Contact Name Matt Armstrong
46	**Invoice Mailing Address** Invoice Mailing Address (P.O. Box or Street Address) 4557 Denrose Ave
47	**Invoice Mailing Address - City** Invoice Mailing Address - City Fort Collins

48	**Invoice Mailing Address - State** Invoice Mailing Address - State (Abbreviate State Name) CO
49	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 80524
50	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 970-999-3003
51	**Invoice Contact Extension Number** Invoice Contact Extension Number *No response*
52	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) *No response*
53	**Invoice Contact E-mail Address** Invoice Contact E-mail matt.armstrong@angelarmor.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address ar@angelarmor.com
55	**Billing Agent Company Name** Billing Agent Company Name *No response*
56	**Billing Agent Department Name** Billing Agent Department Name *No response*
57	**Billing Agent Contact Name** Billing Agent Contact Name *No response*
58	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) *No response*
59	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City *No response*

60	**Billing Agent Mailing Address - State** Billing Agent Mailing Address - State (Abbreviate State Name) *No response*
61	**Billing Agent Mailing Address - Zip Code** Billing Agent Mailing Address - Zip Code 80524
62	**Billing Agent Contact Phone Number** Billing Agent Contact Phone Number (xxx-xxx-xxxx) *No response*
63	**Billing Agent Contact Extension Number** Billing Agent Contact Extension Number *No response*
64	**Billing Agent Fax Number** Billing Agent Fax Number *No response*
65	**Billing Agent Contact E-mail Address** Billing Agent Contact E-mail Address *No response*
66	**Billing Agent Alternative E-mail Address** Billing Agent Alternative E-mail Address *No response*
67	**Shipping Via** Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Prepaid and Add to Invoice
68	**Payment Terms** *Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).* Net 30
69	**Vendor's Internal/Assigned Reference/Quote Number** Vendor's Internal/Assigned Reference/Quote Number *No response*
70	**State or Attach Return Policy** Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. Attached in the bid submittal

71	**Electronic Payments** Are electronic payments acceptable to your company? Yes
72	**Credit Card Payments** Are credit card payments acceptable to your company? Yes
73	**Texas Regional Service Designation** **Texas Regional Service Designation - Refer to Form in Proposal Invitation** The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
74	**Company Name** Company Name Angel Armor LLC
75	**Texas Regional Service Designation** Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve. All Regions
76	**Region 1** Region 1 - Edinburg ☑ Region 1 (1)
77	**Region 2** Region 2 - Corpus Christi ☑ Region 2 (2)
78	**Region 3** Region 3 - Victoria ☑ Region 3 (3)
79	**Region 4** Region 4 - Houston ☑ Region 4 (4)
80	**Region 5** Region 5 - Beaumont ☑ Region 5 (5)

81	**Region 6** Region 6 - Huntsville ☑ Region 6 (6)
82	**Region 7** Region 7 - Kilgore ☑ Region 7 (7)
83	**Region 8** Region 8 - Mount Pleasant ☑ Region 8 (8)
84	**Region 9** Region 9 - Wichita Falls ☑ Region 9 (9)
85	**Region 10** Region 10 - Richardson ☑ Region 10 (10)
86	**Region 11** Region 11 - Fort Worth ☑ Region 11 (11)
87	**Region 12** Region 12 - Waco ☑ Region 12 (12)
88	**Region 13** Region 13 - Austin ☑ Region 13 (13)
89	**Region 14** Region 14 - Abilene ☑ Region 14 (14)
90	**Region 15** Region 15 - San Angelo ☑ Region 15 (15)
91	**Region 16** Region 16 - Amarillo ☑ Region 16 (16)
92	**Region 17** Region 17 - Lubbock ☑ Region 17 (17)

93	**Region 18** Region 18 - Midland ☑ Region 18 (18)
94	**Region 19** Region 19 - El Paso ☑ Region 19 (19)
95	**Region 20** Region 20 - San Antonio ☑ Region 20 (20)
96	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
97	**Company Name** Company Name Angel Armor LLC
98	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** All States
99	**Alabama** Alabama ☑ Alabama (AL)
100	**Alaska** Alaska ☑ Alaska (AK)
101	**Arizona** Arizona ☑ Arizona (AZ)

102	**Arkansas** Arkansas ☑ Arkansas (AR)
103	**California** California (Public Contract Code 20118 & 20652) ☑ California (CA)
104	**Colorado** Colorado ☑ Colorado (CO)
105	**Connecticut** Connecticut ☑ Connecticut (CT)
106	**Delaware** Delaware ☑ Delaware (DE)
107	**District of Columbia** District of Columbia ☑ District of Columbia (DC)
108	**Florida** Florida ☑ Florida (FL)
109	**Georgia** Georgia ☑ Georgia (GA)
110	**Hawaii** Hawaii ☑ Hawaii (HI)
111	**Idaho** Idaho ☑ Idaho (ID)
112	**Illinois** Illinois ☑ Illinois (IL)
113	**Indiana** Indiana ☑ Indiana (IN)

114	**Iowa** Iowa ☑ Iowa (IA)
115	**Kansas** Kansas ☑ Kansas (KS)
116	**Kentucky** Kentucky ☑ Kentucky (KY)
117	**Louisiana** Louisiana ☑ Louisiana (LA)
118	**Maine** Maine ☑ Maine (ME)
119	**Maryland** Maryland ☑ Maryland (MD)
120	**Massachusetts** Massachusetts ☑ Massachusetts (MA)
121	**Michigan** Michigan ☑ Michigan (MI)
122	**Minnesota** Minnesota ☑ Minnesota (MN)
123	**Mississippi** Mississippi ☑ Mississippi (MS)
124	**Missouri** Missouri ☑ Missouri (MO)
125	**Montana** Montana ☑ Montana (MT)

126	**Nebraska** Nebraska ☑ Nebraska (NE)
127	**Nevada** Nevada ☑ Nevada (NV)
128	**New Hampshire** New Hampshire ☑ New Hampshire (NH)
129	**New Jersey** New Jersey ☑ New Jersey (NJ)
130	**New Mexico** New Mexico ☑ New Mexico (NM)
131	**New York** New York ☑ New York (NY)
132	**North Carolina** North Carolina ☑ North Carolina (NC)
133	**North Dakota** North Dakota ☑ North Dakota (ND)
134	**Ohio** Ohio ☑ Ohio (OH)
135	**Oklahoma** Oklahoma ☑ Oklahoma (OK)
136	**Oregon** Oregon ☑ Oregon (OR)
137	**Pennsylvania** Pennsylvania ☑ Pennsylvania (PA)

138	**Rhode Island** Rhode Island ☑ Rhode Island (RI)
139	**South Carolina** South Carolina ☑ South Carolina (SC)
140	**South Dakota** South Dakota ☑ South Dakota (SD)
141	**Tennessee** Tennessee ☑ Tennessee (TN)
142	**Texas** Texas ☑ Texas (TX)
143	**Utah** Utah ☑ Utah (UT)
144	**Vermont** Vermont ☑ Vermont (VT)
145	**Virginia** Virginia ☑ Virginia (VA)
146	**Washington** Washington ☑ Washington (WA)
147	**West Virginia** West Virginia ☑ West Virginia (WV)
148	**Wisconsin** Wisconsin ☑ Wisconsin (WI)
149	**Wyoming** Wyoming ☑ Wyoming (WY)

Bid Lines

1	**Section I: Public Safety Supplies and Equipment** Discount (%) off catalog/pricelist for **Firearms and Ammunition.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

2 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Tactical Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Night Sticks and Batons.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Riot Equipment/Body Armor.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 50%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

AngelArmor Body Armor Pricing

5 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Public Safety Vehicle Equipment and Related Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Tear Gas/Mace and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7	**Section I: Public Safety Supplies and Equipment** Discount (%) off catalog/pricelist for **Night Vision and Infrared Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". *No response*

8 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Thermal Imaging Equipment and Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 **Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Flashlights, Batteries, and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Electronic Stand-up Vehicles (ESV).** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

11

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

12

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Rescue Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

13

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Handcuffs and Restraints.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

14

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Scopes and Binoculars.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

15

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Alcohol and Drug Testing Products and Related Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

16

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Law Enforcement Training Targets.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Fingerprint Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

20

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Weather Monitoring Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Red Light Monitoring Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Speed Enforcement Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Life Preserver and Related Items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

24

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Emergency Radio Dispatch Consoles and related items.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Safety and Security Window Film Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

26

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Gunshot and Threat Detection Products and Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Other Public Safety Products and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 50%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Angel Armor Product Pricing

29

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

30

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Equipment and Products Maintenance/Warranty Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

31

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Breathing Apparatus.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

32 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

33 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Turnout Gear.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

34

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Nomex Station Uniforms.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

35

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Communication Devices and Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

36

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **EMS Supplies and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

37

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Portable Lighting Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

38

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Vehicle Light Bars, Sirens, and Speakers.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

39

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Extrication Rescue Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

40

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

41

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Gas Detection Devices, Cameras, and Systems.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

42

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Hose and Nozzles.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

43

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Extinguishers and Fire Fighting Foam.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

44

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Hose Hydrostatic Testing Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

45

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Fighting Training Materials and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

46

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Optical Emergency Traffic Pre-Emption Supplies and Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

47

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **All Other Firehouse Equipment and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

48

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Firehouse Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

49 **Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

50 **Section III: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

51 **Section III: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: $0.00

ANGEL ARMOR®

Angel Armor Return Policy

Return Policy is located in each of our product warranties under section b:

b. In the event that the purchaser returns a Product unit based on a claim that the Product has not complied with our express limited warranty in this document, Angel Armor will use reasonable commercial efforts to examine the returned unit (if made available by the purchaser); and to verify and determine the cause of the alleged breach of the warranty (e.g., by examining whether multiple units of Product that were manufactured from the same lot of ballistic or material have been returned). Angel Armor may, at its discretion, conduct additional testing of the returned unit or other units of Product from the same lot (if either is available). Notwithstanding any contrary provision or representation, whether the Product unit in question complied with the Standard shall be determined exclusively by Angel Armor based on its internal examination and, if conducted, the testing described above. Any ballistic performance or other tests performed by the purchaser or any other third party shall not be valid in any manner whatsoever for purposes of warranty claims. For the avoidance of doubt, the Product warranty is limited to only those threats specifically identified in the Standard designated above and does not extend to any special or other threats not specifically identified in the Standard. If Angel Armor in its sole and absolute discretion determines that a product does not conform to the express limited warranty in Section 2.a., Angel Armor shall at its election replace, repair, or issue a pro-rated purchase price credit for such Product unit. Such repair, replacement or refund shall be Angel Armor's sole obligation and purchaser's sole remedy with respect to a breach of warranty claim. A Return Materials Authorization ("RMA") number must be obtained from Angel Armor prior to returning any Product. RMA number requests and all other warranty-related correspondence should be directed to service@angelarmor.com. All returns shall be made to Angel Armor's manufacturing facility indicated in the RMA and must include: (1) proof of date of purchase; and (2) documentation (including, where available, images of the damage) specifying the claimed defect and all relevant supporting information. Purchaser should inspect and try on the Product promptly after receipt. Do not wear the Product if it does not fit properly, or if it ceases to fit properly subsequent to purchase due to changes in your body type or otherwise. An RMA number must be obtained from Angel Armor prior to returning any Product for any reason, including, but not limited, to, incorrect fit. RMA number requests should be directed to service@angelarmor.com.

Menu

Vendor Contract Information Summary

Vendor	Angel Armor, LLC
Contact	Lindsey Schneider
Phone	970-999-3028
Email	lindsey.schneider@angelarmor.com
Vendor Website	Angelarmor.com
TIN	35-2480464
Address Line 1	4557 Denrose Ave.
Vendor City	Fort Collins
Vendor Zip	80524
Vendor State	CO
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid, Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes
Return Policy	Attached in the bid submittal

8/6/2025 12:55 PM

CITY OF DUNCANVILLE, TEXAS

RESOLUTION NO. 2025-511

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A REQUIREMENTS REQUISITION AND ACQUISITION FOR RIFLE-RESISTANT BODY ARMOR FROM ANGEL ARMOR FOR THE CONTRACTUALLY DISCOUNTED PRICE THROUGH BUYBOARD CONTRACT #698-23 IN AN AMOUNT NOT-TO-EXCEED $48,000.00 "ANNUALLY" IN BOTH FY 2025 AND FY 2026; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide the Police Officers the issuance of body armor; and

WHEREAS, the City Council for the City of Duncanville desires to authorize utilization of the "BuyBoard Cooperative" which has a competitively awarded contract #698-23 with Angel Armor for Public Safety and Firehouse Supplies and Equipment. The Police Department requests approval authorization for an amount not to exceed $48,000.00 annually both during FY 2025 and FY 2026 in accordance with the statutory provisions of Texas Local Government Code 271 and as allowed by the procurement policy of the City of Duncanville; and

WHEREAS, the City Council for the City of Duncanville wishes to designate the City Manager, or his designee, as the authorized official to execute all necessary documents; and

WHEREAS, the City Council of the City of Duncanville finds that the passage of this Resolution is in the best interest of the citizens of Duncanville.

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

Section 1. That the City Council for the City of Duncanville hereby authorizes a requisition and ratification acquisition with Angel Armor for Rifle Resistant Body Armor for the body armor as needed based on the price quote from BuyBoard Contract# 698-23 in the approximate "annual" amount of Forty-Eight Thousand dollars ($48,000.00) for both FY 2025 and FY 2026.

Section 2. That the City Council for the City of Duncanville hereby authorizes the City Manager, or his designee, to execute purchase orders as necessary.

Section 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 4. That all resolutions of the City of Duncanville, Texas in conflict with the provisions of this resolution be and the same are hereby repealed and all other resolutions of the City of Duncanville, Texas not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 5. This Resolution shall be effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the ___ day of _____, 2025.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney
(07/28/2025: 4937-0370-7992, v. 3)

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider an Ordinance amending the Code of Ordinances by amending Chapter 20, "Water, Sewer and Sewage Disposal," Article VI, "Drought Contingency and Water Conservation Plan," Subchapter A, "Drought Contingency Plan," Section 20-92 "Public Involvement," by repealing it in its entirety; amending Chapter 20, "Water, Sewer and Sewage Disposal," Article, VI, "Drought Contingency and Water Conservation Plan," Subchapter B, "Water Conservation Plan," by repealing it in its entirety and replacing it with a new Chapter 20, "Water, Sewer and Sewage Disposal," Article VI, "Drought Contingency and Water Conservation Plan," Subchapter B, Section 20-100 "Water Conservation Plan."

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
The City of Duncanville is required by Title 30 of the Texas Administrative Code (TAC), Chapter 288.2, to review and update its Water Conservation Plan and a Drought Contingency Plan every five years. The last updates to both plans were made in 2019.

This action item mainly focuses on adopting a new Water Conservation Plan.At this time, no significant changes are proposed for the Drought Contingency Plan. The only revision is the repeal of an outdated section, Section 20-92, titled "Public Involvement."

The Water Conservation Plan is designed to promote water efficiency through city operational practices and improved water management by our customers. It incorporates strategies to reduce water consumption, loss, and waste, and uses Best Management Practices to achieve measurable targets and goals.

The Drought Contingency Plan outlines the conditions that necessitate short-term water demand management in the city. It sets forth policies and procedures for a prompt and effective response. Typically, such a response is required when water usage in the area served by Dallas Water Utilities (DWU) nears the system's supply, treatment, or delivery capacity. Situations that may trigger this include drought conditions, unusually high water demand, unexpected equipment or system failures, or contamination of a water supply source.

Developed in accordance with the Texas Commission on Environmental Quality guidelines and requirements, this plan complies with the stipulations outlined in Title 30 of the Texas Administrative Code, Chapter 288 “Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements”. This plan replaces the Water Conservation Plan that the Duncanville City Council adopted in 2019.

POLICY EXPLANATION:
Amending the Water Conservation Plan ensures the City complies with the requirements of Title 30, TAC Chapters 288, to review, update, and implement strategies to reduce water consumption, loss, and waste, and achieve measurable targets and goals.

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Ordinance No. - 2544 - Drought Contingency and Water Conservation Plan - Pdf

ORDINANCE NO. 2544

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 20, "WATER, SEWER AND SEWAGE DISPOSAL," ARTICLE VI, "DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN," SUBCHAPTER A, "DROUGHT CONTINGENCY PLAN," SECTION 20-92, "PUBLIC INVOLVEMENT," BY REPEALING IT IN ITS ENTIRETY; AMENDING CHAPTER 20, "WATER, SEWER AND SEWAGE DISPOSAL," ARTICLE VI, "DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN," SUBCHAPTER B, "WATER CONSERVATION PLAN," BY REPEALING IT IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 20, "WATER, SEWER AND SEWAGE DISPOSAL," ARTICLE VI, "DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN," SUBCHAPTER B, SECTION 20-100, "WATER CONSERVATION PLAN"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to amend the Drought Contingency and Water Conservation Plan previously implemented for the benefit of the citizens of the City of Duncanville; and

WHEREAS, the Duncanville City Council finds that the ordinance should be amended as provided herein.

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

SECTION 1. That the Duncanville Code of Ordinance, Chapter 20, "Water, Sewer and Sewage Disposal," Article VI, "Drought Contingency and Water Conservation Plan," Subchapter A, "Drought Contingency Plan," Section 20-92, "Public Involvement," shall be and is hereby amended and repealed in its entirety, and reserve said section for future use to hereinafter read as follows:

"CHAPTER 20 – WATER, SEWER AND SEWAGE DISPOSAL

. . . . .

ARTICLE VI. – DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN

SUBCHAPTER A. DROUGHT CONTINGENCY PLAN

Section 20-91 . . . . .

Section 20-92 (Reserved)

. . . . .”

SECTION 2. Chapter 20, "Water, Sewer and Sewage Disposal," Article VI, "Drought Contingency and Water Conservation Plan," Subchapter B, "Water Conservation Plan," shall be and is hereby amended to repeal it in its entirety and replace it with a new Subchapter B as described herein, which shall read as follows:

“CHAPTER 20 – WATER, SEWER AND SEWAGE DISPOSAL

…..

ARTICLE VI. – DROUGHT CONTINGENCY PLAN AND WATER CONSERVATION PLAN

SUBCHAPTER A . . . . .

SUBCHAPTER B – WATER CONSERVATION PLAN

Sec. 20-100 – Water Conservation Plan

There is hereby adopted the Water Conservation Plan of the City, dated February 25, 2025, prepared by MRB Group, and made a part hereof for all purposes, the same as if fully copied in full herein, including any appendices, an official copy of which shall be maintained in the Office of the City Secretary.

SUBCHAPTER C . . . . .”

SECTION 3. All ordinances of the City of Duncanville, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Duncanville, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Duncanville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of five hundred dollars ($500.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect from and after its passage and the publication of the caption as the law and Charter in such cases provide.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 25th day of February 2025.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

Exhibit A

The City of Duncanville

203 E Wheatland Rd.
Duncanville, TX 75116

THE CITY OF DUNCANVILLE

WATER CONSERVATION PLAN

February 25, 2025

Prepared by:
MRB Group
303 W. Calhoun Ave.
Temple, TX 76501
TBPE Firm Registration Number F-10615
Phone: 254-771-2054
www.mrbgroup.com — e-mail: info@mrbgroup.com

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I. INTRODUCTION

This Water Conservation Plan is presented by The City of Duncanville pursuant to the requirements of the Texas Water Development Board (TWDB) and the Texas Commission on Environmental Quality (TCEQ). This plan has been developed through consultations with The City of Duncanville staff and the Texas Water Development Board personnel utilizing guidance from the publications made available from the Texas Water Development Board. The plan will meet the requirements of the Texas Administrative Code, Title 31 TAC 10 Rule §363.15 requiring water conservation plans for approval by Texas Water Development Board.

The Water Conservation Plan organizes the implementation of a group of procedures for reducing the consumption of water, reducing the loss or waste of water, improving or maintaining the efficiency in the use of water, and increasing the recycling/reuse of water. The procedures identified are based on best management practices and measures to try to meet the targets and goals identified in the plan.

This plan should not be confused with the Drought Contingency Plan (Emergency Demand Management), a combination of strategies for responding to temporary and potentially reoccurring water supply shortages and other water supply and distribution emergencies. The City of Duncanville's Water Utility Profile has been provided in Appendix A and goes into more detail about The City of Duncanville's utility information.

II. SERVICE AREA DESCRIPTION

The City of Duncanville is located within Dallas County and is intersected by I-20 and I-35E. Duncanville's CCN is bordered to the south by the City of Cedar Hill and is approximately 7,163 acres. The City of Duncanville only provides water utilities within the CCN (which correlates with the city limits). The City of Duncanville Service Area Map

is provided in Appendix B.

III. Water System Description

The City of Duncanville obtains all of their water supply from Dallas Water Utility (DWU) and is received at three entry points. If needed, the purchased water is treated prior to entering the ground storage tanks then pumped into elevated storage tanks. The elevated storage tanks maintain a pressure sufficient to deliver water throughout The City of Duncanville's distribution system. The majority of the city's wastewater is treated by the Trinity River Authority (T.R.A.) at the Central Wastewater and Ten Mile Creek Treatment Plants. A small amount of wastewater flow is diverted into the City of Dallas wastewater collection system, and the remainder is treated by private septic systems.

IV. Water Utility Profile

As an integral part of the Water Conservation Plan, the Texas Water Development Board requires that The City of Duncanville utilities be evaluated by completing a Water Conservation Utility Profile document. This document is an evaluation of The City of Duncanville's water system records and includes customer use characteristics to identify water conservation opportunities and potential water-saving targets and goals. This document is attached as Appendix A.

V. Water Conservation Opportunities and Goals

Research and development of this plan have identified several areas of opportunity in which the City of Duncanville will pursue the maintenance and expansion of its water conservation efforts by adopting the following goals to achieve the targeted long-term reduction in water consumption. Historic 5-year averages of water consumption and loss from the Utility Profile were used as baseline values as outlined in TWDB-1964 in Appendix D:

A. WATER LOSS GPCD GOALS

GOAL: Reduce Unaccounted Water Loss
BASELINE: 13 gpcd of water loss
TARGET: 10 gpcd by 2029; 7 gpcd by 2034

B. RESIDENTIAL GPCD GOALS

GOAL: Water Savings Through Conservation Education and Promoting Low-Flow Fixture Retrofit
BASELINE: 78 gpcd consumption rate
TARGET: 74 gpcd consumption rate 2029: 72 gpcd consumption rate by 2034

C. TOTAL GPCD GOALS

GOAL: Water Savings Through Conservation Education
BASELINE: 94 gpcd consumption rate
TARGET: 90 gpcd consumption rate by 2029: 88 gpcd consumption rate by 2034

D. WATER SUPPLY CORPORATION GOALS

GOAL: Reduction of WSC water consumption
BASELINE: The City of Duncanville does not currently track WSC usage separately, but is now aware of the requirement and will review their billing system to differentiate water WSC from residential usage.

VI. CONSERVATION METHODS AND IMPLEMENTATION PLAN

The City of Duncanville currently employs numerous Water Conservation oriented

programs and efforts. In consideration of conserving its water supply, The City of Duncanville will continue the current systems and consider expansions to its water conservation program to include more specific elements and to verify their effects.

1. Water Loss Control

Water Loss is water that is supplied to the system and exits the system without being metered. Unauthorized water losses include but are not limited faulty metering, leaking mains, and illegal taps (theft). Authorized water losses include but are not limited to flushing the distribution mains, firefighting, and construction water. To reduce unaccounted water loss, The City of Duncanville will promote and incorporate the following techniques:

a. Test master meters annually.
b. Test or replace customer meters based on meter life.
c. Promote the use of smaller customer meters, which more accurately meter low flows.
d. Begin a semi-annual leak detection program using acoustic leak detectors or correlators, as the budget allows.
e. The City of Duncanville will begin separating out WSC consumption.
f. Implement a leak detection program including but not limited to, visual inspections, SCADA system for pressure identification, and computer/billing alerts for customers with higher than normal water usage.

2. Maintain Universal Metering Program

To ensure the integrity of The City of Duncanville's consumption data, they have a universal metering program in place. This program ensures every connection is metered with the correctly-sized meter, and the volume registered is accounted for in The City of Duncanville's records.

3. Maintain and Promote More Water Conservation Education

Substantial reduction in water consumption can be realized if the public is informed about water conservation practices. The City of Duncanville currently benefits significantly from the City of Dallas' public education efforts (including billboards, T.V., and radio ads) which are aired through the DFW metroplex area, including the City of Duncanville. Outside of that, The City of Duncanville will continue to provide ongoing education to both staff and the public about how to save water in and around residences and businesses by expanding the use of the following techniques:

a. Public Service Announcements on radio, television, and City of Dallas on-line News Channels
b. Newspaper and magazine articles and announcements
c. Interviews on radio and television programs
d. Press releases, media alerts, and social media
e. Billboards
f. Online resources on the City of Duncanville Website
g. Email and telephone notifications to customers
h. Mailed water bill inserts
i. Distribution of fact sheets, brochures, and pamphlets at select locations and in meetings
j. Mass mailings of notification letters
k. Duncanville customer service representatives
l. Public meetings and hearings
m. Public Education Seminars
n. New customers will be provided with water conservation literature

4. Promote Low-Flow Plumbing Fixture Retrofit

The education and information program encourages plumbers and water consumers to retrofit old fixtures (such as plumbing fixtures, lawn watering equipment, and water-using appliances) with water-saving devices. The educational process will focus on the advantages of installing water

conservation devices and the availability of these items. This program will be promoted year-round.

5. Promote Reduction of Irrigation Usage

The City of Duncanville will promote reduced irrigation landscaping through the education and information program. This program will provide information about plant species that require less water to existing customers and builders to encourage reduced irrigation. In addition, publishing the cost advantages of more water-efficient lawns and landscaping will promote existing landscaping retrofitting.

6. Continue Water Conservation Rate Structure

The City of Duncanville currently employs a water conservation rate structure which discourages excessive use, consisting of a minimum monthly charge plus an additional unit charge per gallon for all water with an inverted rate block structure. This means that the water rates will increase as the quantity used increases. The first block covers normal household and sanitary needs, and additional revenue is generated from higher blocks associated with discretionary water use and seasonal outdoor use.

A copy of the rate structure is attached as Appendix C.

VII. IMPLEMENTATION, AUDITS, AND TRACKING

The City of Duncanville's Board or duly appointed representative is responsible for the implementation and enforcement of this plan. This plan will be enforced voluntarily (though compliance is encouraged) by the following methods:

1. Service tap applicants will be encouraged to utilize water-conservation plumbing fixtures. Existing water system staff will be used to encourage water-saving plumbing devices to be installed in new buildings.
2. The water rate structure will encourage retrofitting old plumbing fixtures

using large amounts of water.

3. Consider the adoption of new plumbing regulations regarding water-conserving plumbing fixtures.
4. Potential WSC encouragement to prohibit water waste, such as time-of-day watering.

The City of Duncanville's Board will be responsible for maintaining appropriate records for program verification, and will supervise the execution and implementation of the elements contained herein.

The City of Duncanville is required to provide an annual report describing the implementation and quantitatively tracks the water conservation program relative to the targets and goals identified in the plan. This annual report is due prior to May 1st of each year. It will be prepared under the supervision of The City of Duncanville's Board in accordance with the format published by the Texas Water Development Board.

In addition to the annual report and audit for the Texas Water Development Board, The City of Duncanville will audit its water consumption monthly to separately identify the total diverted water compared to the total water sold, and water used for flushing, firefighting, water leak losses, and other contributors to the total diverted water. The monthly audit will be used to evaluate The City of Duncanville's progress in the implementation of its Water Conservation Plan.

VIII. Regional Water Planning Provisions

The City of Duncanville is located within the Region C Water Planning area. The City of Duncanville will deliver a copy of the approved Water Conservation Plan to the Region C Water Planning Group and thereafter communicate and coordinate its efforts for water conservation to promote the successful efforts of each.

APPENDIX A

THE CITY OF DUNCANVILLE UTILITY PROFILE

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: City of Duncanville

Public Water Supply Identification Number (PWS ID): TX0140044

Certificate of Convenience and Necessity (CCN) Number: 10085

Surface Water Right ID Number: 1422

Wastewater ID Number: 20033

Contact: First Name: Matt Last Name: Bryant

Title: Utilities **Superintend8ji**

Address: 330 Shady Trail Dr City: Duncanville State: TX

Zip Code: **75137** Email:

Telephone Number: **9727098239** Date: 1/23/25

Is this person the designated Conservation Coordinator? (●) Yes ( ) No

Coordinator: First Name: Last Name:

Title:

Address: City: State:

Zip Code: Email:

Telephone Number:

Regional Water Planning Group: **C**

Groundwater Conservation District: **N/A**

Our records indicate that you:

[ ] Received financial assistance of $500,000 or more from TWDB

[✓] Have 3,300 or more retail connections

[ ] Have a surface water right with TCEQ

Utility Profile Year: 2024

A. Population and Service Area Data

1. Current service area size in square miles: 11.19

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2023	39,413	0	0
2022	40,706	0	0
2021	39,415	0	0
2020	38,284	0	0
2019	39,330	0	0

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	42,000	0	0
2040	42,000	0	0
2050	42,000	0	0
2060	42,000	0	0
2070	42,000		0

4. Described source(s)/method(s) for estimating current and projected populations.

The City of Duncanville is landlocked and fully developed. There is no room for additional development. All wastewater is treated by on-site septic systems or outside entities.

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

8. System Input

System input data for the previous five years.
Total System Input = Self-supplied + Imported Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2023	0	1,717,547,000	0	1,717,547,000	119
2022	0	1,911,779,000	0	1,911,779,000	129
2021	0	1,476,283,838	0	1,476,283,838	103
2020	0	1,497,275,000	0	1,497,275,000	107
2019	0	1,497,633,684	0	1,497,633,684	104
Historic Average	0	1,620,1o3,70410		11,620,103,704	113

C. Water Supply System

1. Designed daily capacity of system in gallons **17,500,000**

2. Storage Capacity

2a. Elevated storage in gallons: 3,000,000

2b. Ground storage in gallons: 14,500,000

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2025	40,000	9,500,000
2026	40,000	9,500,000
2027	41,000	9,500,000
2028	41,000	9,500,000
2029	41,000	9,500,000
2030	42,000	9,500,000
2031	42,000	9,500,000
2032	42,000	9,500,000
2033	42,000	9,500,000
2034	42,000	9,500,000

2. Description of source data and how projected water demands were determined.

The City of Duncanville is landlocked and fully developed. There is no room for additional development.
30-yr agreement with Dallas Water Utilities for the purchase of drinking water renews in ?n.1.1

E. High Volume Customers

1. The annual water use for the five highest volume **Retail customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw
C.H. Guenther and Sons	Industrial	27,272,333	Treated
1303 Main Gardens LP	Residential	20,922,333	Treated
Duncanville ISO	Institutional	14,838,000	Treated
S2 800 Link LP	Residential	13,965,500	Treated
LA Mexicana Tortilla Factory INC.	Commercial	11,237,333	Treated

2. The annual water use for the five highest volume **WHOLESALE customers.**

Customer	Water Use Category	Annual Water Use	Treated or Raw
	Choose		Choose
	Choose		Choose
	Choose		Choose
	Choose		Choose
	Choose		Choose

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

F. Utility Data Comment Section

Additional Information comments about utility data.

The Annual Water Use for the five highest volume customers is derived from an average of the previous three years.

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	10,919	74.36%
Residential - Multi-Family	2,792	19.01%
Industrial	4	0.03%
Commercial	851	5.80%
Institutional	118	0.80%
Agricultural		0.00%
Total	14,684	

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	**Residential - Single Family**	**Residential - Multi-Family**	**Industrial**	**Commercial**	**Institutional**	**Agricultural**	**Total**
2023	0	617	3	3	0	0	623
2022	994	0	0	37	31	0	1,062
2021	0	617	0	0	8	0	625
2020	21	0	109	436	0	0	566
2019	5	2,082	2	0	0	0	2,089

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	955,298,000	123,267,000	39,631,000	194,036,000	30,348,000		1,342,580,000
2022	1,018,976,000	139,962,000	29,860,000	202,462,000	90,498,000		1,481,758,000
2021	912,075,000	130,266,000	36,835,000	178,233,000	78,723,000		1,336,132,000
2020	912,075,000	130,266,000	25,421,000	176,521,000	78,723,000		1,323,006,000
2019	1,048,136,000	129,576,000	129,567,000	1142,541,000	119,390,000		1,369,210,000

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2023	75
2022	79
2021	72
2020	75
2019	88
Historic Average	78

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	92,082,000	92,915,000	86,234,000	84,116,000	87,250,000
February	104,642,000	97,470,000	81,226,000	89,457,000	85,429,000
March	73,801,000	99,652,000	85,324,000	86,181,000	85,213,000
April	90,625,000	93,302,000	80,081,000	81,184,000	86,951,000
May	101,117,000	111,457,000	105,916,000	82,887,000	89,919,000
June	98,716,000	120,915,000	81,679,000	104,057,000	91,495,000
July	132,993,000	170,688,000	99,166,000	130,477,000	104,383,000
August	178,886,000	219,360,000	122,269,000	141,626,000	141,224,000
September	191,143,000	148,059,000	129,779,000	139,914,000	181,331,000
October	133,804,000	120,216,000	139,525,000	130,235,000	174,958,000
November	107,061,000	119,824,000	121,622,000	133,012,000	137,886,000
December	98,238,000	88,223,000	104,043,000	96,151,000	94,698,000
Total	1,403,108,oool	1,482,081,00011,236,864,00011,299,297,000			1,360,737,000

Texas Water Development Board

Information comments about ut

2. The previous five years 'gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2023	2022	2021	2020	2019
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
Total	0	0	0	0	0

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2023	410,595,000	1,403,108,000
2022	510,963,000	1,482,081,000
2021	303,114,000	1,236,864,000
2020	376,160,000	1,299,297,000
2019	337,102,000	1,360,737,000
Average in Gallons	387,586,800	1,356,417,400

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss in GCD*
2023	366,510,673	25	78
2022	317,327,170	21	69
2021	136,811,508	10	33
2020	128,470,500	9	28
2019	83,432,175	1	18
Average	206,510,405	13	45

*GCD = gallons per service connection per day

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2023	3,844,132	4,462,989	1.16
2022	4,060,496	5,553,946	1.37
2021	3,388,668	3,294,717	0.97
2020	3,559,718	4,088,696	1.15
2019	3,728,047	13,664,152	0.98

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential-Single Family	969,312,000	74.36%	70.72%
Residential-Multi-Family	130,667,400	19.01%	9.53%
Industrial	32,262,800	0.03%	2.35%
Commercial	178,758,600	5.80%	13.04%
Institutional	59,536,400	0.80%	4.34%
Agricultural	0	0.00%	0.00%
Total	1370537200		

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: Q

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	0	0	0	0.00%
Industrial	0	0	0	0.00%
Commercial	0	0	0	0.00%
Institutional	0	0	0	0.00%
Agricultural	0	0	0	0.00%
Total	0	0	0	0.00%

3. Percentage of water serviced by the wastewater system: 0.00%

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
Total	0	0	0	0	0

5. Could treated wastewater be substituted for potable water?

○ Yes ◉ No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	0
Plant wash down	0
Chlorination/de-chlorination	0
Industrial	0
Landscape irrigation (park,golf courses)	0
Agricultural	0
Discharge to surface water	0
Evaporation Pond	0
Other	0
Total	0

Texas Water Development Board

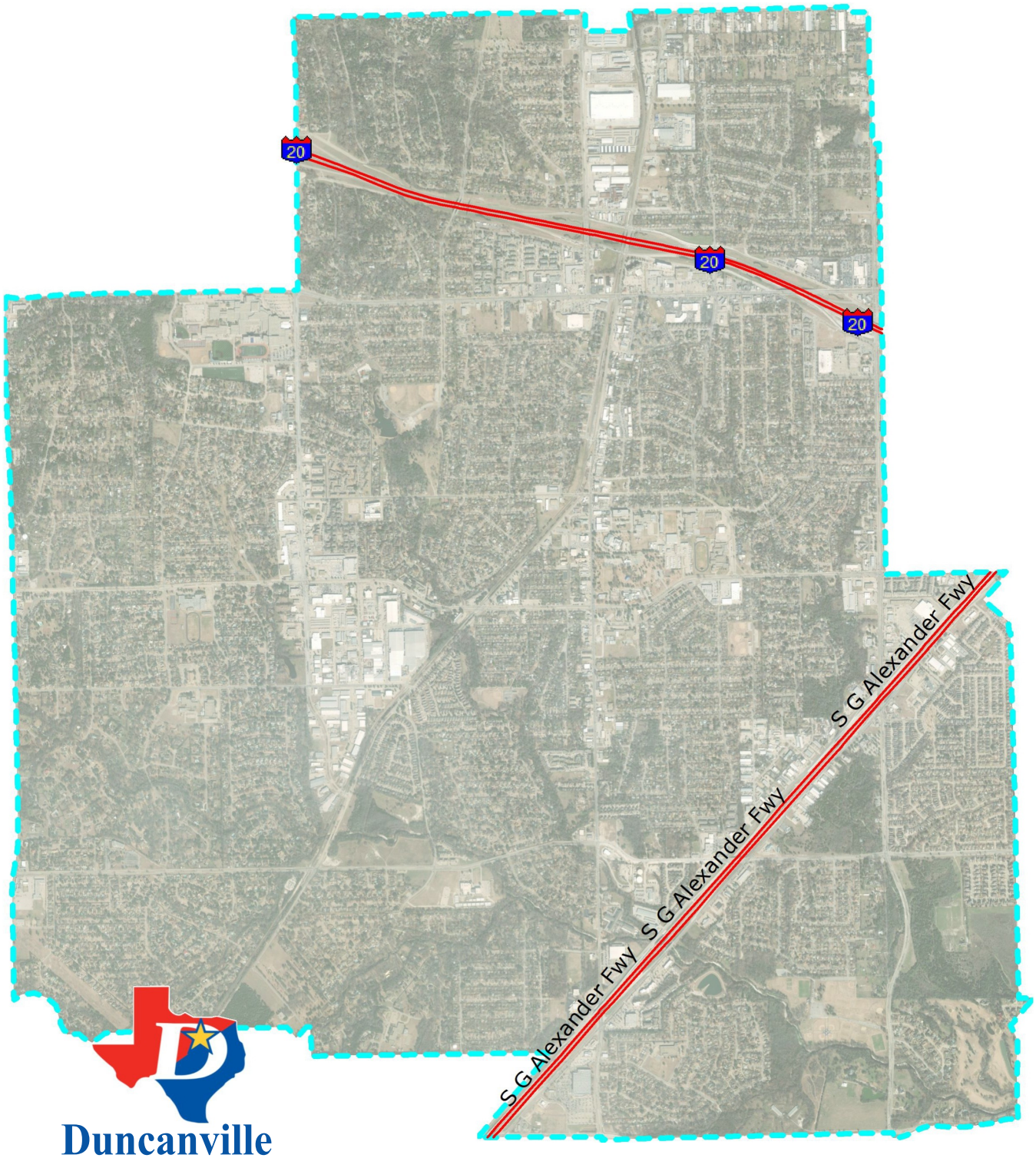
UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

APPENDIX B

THE CITY OF DUNCANVILLE SERVICE AREA MAP



Duncanville
City of Champions

Water Conservation Plan
Service Area Map

Page 27 of 31

0 ft 1500 ft 3000 ft

N

Legend

Duncanville Water CCN
Roads

MRB Group

APPENDIX C

THE CITY OF DUNCANVILLE RATE STRUCTURE

RESIDENTIAL WATER RATE CHANGES (NON-SENIOR)

Gallons Used	Current Rate	New Rate
0-1000 (minimum)	$15.82	$17.88
2000-7000	$4.25	$4.80
8000-15000	$5.49	$6.19
16000-30000	$6.76	$7.64
31000+	$8.01	$9.05

RESIDENTIAL SEWER RATE CHANGES (NON-SENIOR)

Gallons Used	Current Rate	New Rate
Fixed Base Rate	$20.79*	$22.45
Variable Rate per 1000 Gal	$8.88	$9.59*

*corrected on 9/27/2023

*corrected on 12/04/2023

RESIDENTIAL WATER RATE CHANGES (SENIOR DISCOUNT)

Gallons Used	Current Rate	New Rate
0-1000 (minimum)	$14.24	$16.09
2000-7000	$3.82	$4.32
8000-15000	$4.93	$5.57
16000-30000	$6.08	$6.87
31000+	$7.21	$8.15

RESIDENTIAL SEWER RATE CHANGES (SENIOR DISCOUNT)

Gallons Used	Current Rate	New Rate
Fixed Base Rate	$18.71	$20.21
Variable Rate per 1000 Gal	$7.99	$8.63

COMMERCIAL & MULTI-FAMILY WATER & SEWER RATES

Gallons Used	Current Rate	New Rate
0-1000 (minimum)	$15.82	$17.88
2000-7000	$3.82	$4.32
8000-15000	$4.98	$5.63
16000-30000	$6.16	$6.96
31000+	$6.16	$6.96
Sewer Base Rate	$9.80	$10.58
Variable Rate per 1000 Gal – Multi-family	$9.99	$10.79
Variable Rate per 1000 Gal – Commercial	$9.80	$10.58

APPENDIX D

GOALS TABLE
TWDB-1964

WATER CONSERVATION PLAN
5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name: City of Duncanville

Water Conservation Plan Year: 2024

	Historic 5yr Average	Baseline	5-yr Goal for year 2029	10-yr Goal for year 2034
Total GPCD[1]	94	94	90	88
Residential GPCD[2]	78	78	74	72
Water Loss (GPCD)[3]	13	13	10	7

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider an Ordinance amending the FY 2024-2025 budget by appropriating expenditures for the Arts Fund covered by revenue received.

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 amend expenditures in the Arts Fund, in the event the Council desires to award funding to all of the applicants who applied for arts funding. The FY 2025 budget was set at $50,000. The Arts Commission requested $20,000 of this budget to cover their promotions and events. This leaves $30,000 remaining for grants. Applications submitted and recommended totals $42,185. The projected revenue to be received in the Arts Fund for FY 2025 is $138 thousand and will be sufficient to cover the amendment.

This item only needs to be approved if the grants awarded total over the $30,000 remaining in the budget.

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

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:
Ordinance No. - 2546 - FY 2025 Arts Fund Budget Amendment - Pdf

ORDINANCE NO. 2546

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE FY 2024-2025 BUDGET BY AMENDING EXPENDITURES FOR THE ARTS FUND COVERED BY REVENUE RECEIVED; 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 19th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

ARTS FUND

FY 2024-25 BUDGET AMENDMENTS - 08.19.2025

	ACTUAL FY 23-24	ACTUALS YTD FY 24-25	BUDGET FY 24-25	AMENDMENT	REVISED BUDGET FY 24-25
Revenue					
58 - TRANSFER FROM FUNDS	0	84,653	138,450		138,450
59 - OTHER SOURCES	1,000	451	0		-
Revenue Total	**1,000**	**85,104**	**138,450**	$0	**$138,450**
Expense					
72 - SUPPLIES & MATERIALS	181	0	0		
73 - CONTRACT & PROF SVCS	0	5,200	50,000	12,185	62,185
Expense Total	**181**	**5,200**	**50,000**	$12,185	**$62,185**
REVENUES OVER (UNDER) EXPENSES	**$819**	**$79,904**	**$88,450**		**$76,265**
BEGINNING FUND BALANCE			**$819**		
ENDING FUND BALANCE PROJECTED	**$819**		**$89,269**		**$77,084**

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider a resolution approving funding awards for the Fiscal Year 2024-2025 City of Duncanville Arts Grant Program as recommended by the Duncanville Arts Commission.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:
The City of Duncanville launched its inaugural Arts Grant Program to support local artists, organizations, and creative projects that enhance cultural engagement and community identity. The first application cycle was held from June 9, 2025, to June 30, 2025, and resulted in 15 applications representing a variety of disciplines and event types.

On July 16, 2025, the Duncanville Arts Commission held a special meeting to review each application in detail. During this meeting, the Commission discussed eligibility and potential community impact. The Commission then voted on funding recommendations for each application, which are now being presented to the City Council for consideration.

POLICY EXPLANATION:
The City of Duncanville established the Duncanville Arts Fund to promote, create, and support art that enhances tourism and benefits the hotel and convention industry. Funded by 15% of annual Hotel Occupancy Tax (HOT) revenue, the program supports a wide range of eligible art forms, including music, dance, theater, visual arts, design, and media arts.

The Duncanville Arts Commission administers the fund, reviews applications, and makes funding recommendations to the City Council, which retains final approval authority. All expenditures must comply with the Texas Tax Code and Attorney General opinions regarding HOT fund use, ensuring

they directly promote tourism. Quarterly reports to Council track the fund's use and impact, and an annual review ensures alignment with legal requirements and community goals.

FUNDING SOURCE:

ORG and Object Number
11011000-700450

Available Budget	**Purchase Amount**	**After Encumber**
$30,000	$42,185	$0.00

ACTION ALTERNATIVES:

1. Consider and take appropriate action to approve Fiscal Year 2024-2025 Arts Grant funding awards as recommended by the Duncanville Arts Commission.
2. City Council to modify individual award amounts before final approval.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2025-522 - Arts funding awards for the Fiscal Year 2024-2025
Beacons of Light - Application
Brown Girls Do Ballet Photo Project - Budget
Brown Girls Do Ballet Photo Project - Application
Dance Recital - Application
Dance Recital - Budget
Duncanville Paws and Paint - Application
Ellafair - Application
Empowerment Through Ballet - Application
Empowerment Through Ballet - Budget
Fixin' His Plate - Application
Fixin' His Plate - Budget
Laughter is Good Medicine - Application
Laughter is Good Medicine - Budget
Master's Voice Christmas Concert - Application
Mentor Moments - Application
Mentor Moments - Budget
Musical Performance - Application
Musical Performance - Budget
Painting in the Park - Application
Painting in the Park - Budget
Rhythms of Cultura - Budget
Rhythms of Culture - Application
Pink Diamonds - Application
Pink Diamonds - Budget
Supafly - Application
Supafly - Budget

RESOLUTION NO. 2025-522

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING FUNDING FOR ARTS GRANTS AS RECOMMENDED BY THE DUNCANVILLE ARTS COMMISSION; PROVIDING THE COUNCIL WITH THE OPTION TO AMEND INDIVIDUAL GRANT AMOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville's Arts Commission has completed review of applications submitted during the City's inaugural Arts Grant application period; and

WHEREAS, the Arts Commission has evaluated each application and provided funding recommendations to the City Council for its consideration; and

WHEREAS, the City Council desires to approve funding for the following arts grant applicants, with the option to amend individual award amounts at its discretion:

- Beacons of Light – Kalen McGuire – $3,000
- Brown Girls Do Ballet Photo Project – TaKiyah Wallace-McMillian – $0
- Dance Recital – Myatta Metzger-Flanagan – $3,000
- Duncanville Paws & Paint – Gianni LaBarba on behalf of The Rotary Club of Duncanville – $3,000
- Ellafair – Ron Thompson on behalf of the Arts Commission – $3,000
- Empowerment Through Ballet – TaKiyah Wallace-McMillian – $5,000
- Fixin' His Plate – Candice Johnson – $3,000
- Laughter is Good Medicine – K. Rochelle Enterprises, LLC – $3,000
- Master's Voice Christmas Concert – First Christian Church of Duncanville – $3,000
- Mentor Moments – Village Tech Schools – $3,000
- Musical Performance – Gerald Wise – $1,185
- Painting in the Park – Downtown Gallery & Museum of Art – $3,000
- Rhythms of Culture – Kaylyn Hayes – $3,000
- Rhythm of the Heartbeat Dance Experience – Pink Diamonds Survivors of Cancer, Inc. – $3,000
- Supafly Studio – Bria Maiden – $3,000

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

SECTION 1. The City Council hereby approves the funding awards as set forth above, with the understanding that it may revise any award amount at its discretion before final approval.

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 19th day of August 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Resolution No. 2025-522

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Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Kalen Y. McGuire
Mailing Address	622 Truman Ct. Duncanville, Texas, 75137
Phone Number	(469) 645-8002
Email	kalenmcguirepr@gmail.com
How do you prefer to be contacted?	Call
Website or Social Media (if applicable)	instagram.com/kalenmcguiremedia
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Public Art Grant

Section 4: Project Information

Project/Event Title	“Beacons of Light: Where Champions Rise,” by Kalen Y. McGuire of Kalen McGuire Media. (41”×14”) Mural, Paint on Brick Wall. Property of Duncanville Ministry Outreach. August 31, 2025.

Brief Project Summary (2-3 sentences)

Kalen Y. McGuire of Kalen McGuire Media will paint a mural on the side wall of the Texaco building property near Brandenburg Intermediate School in Duncanville, Texas. The artwork reflects the youth of Duncanville as rising champions of the community. As students pass by this public art on their way to school, they will be reminded of their own championhood, which can positively influence their academic

JotformSIGN | Document ID: 251810211118038

performance and behavior.

In addition, this mural is projected to inspire, enrich, and empower the city of Duncanville. It will be esteemed by both citizens and tourists as a landmark that celebrates the spirit of the community and serves as a catalyst to support Duncanville's 2040 Comprehensive Plan, enhancing cultural arts and economic development throughout the city.

Project Start Date	Sunday, August 17, 2025
Project End Date	Sunday, August 31, 2025
Location(s)	1944 S Main St, Duncanville, TX 75137
Is this project open to the public?	No
Admission Fee (if any)	0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of "Beacons of Light: Where Champions Rise" is to uplift, inspire, and visually affirm the greatness within the City of Duncanville—particularly its youth—as rising champions of their community. This mural will serve as a symbolic and emotional landmark that reflects both the legacy and the future of Duncanville. It aims to promote community pride, encourage civic responsibility, and foster a deeper connection between residents and their shared environment.
Artistically, the vision is to create a bold, vibrant, and soulful composition painted directly on brick, blending realism with symbolic elements that reflect light, growth, and transformation. The youth depicted in the mural will be stylized as guiding "beacons," drawing light from the strength and history of the city, and projecting it forward into a bright future. Colors will be carefully chosen to evoke energy, hope, and unity, while the composition will include subtle nods to Duncanville's cultural, educational, and civic identity.
The artistic approach combines fine art, community storytelling, and dynamic urban design—bridging tradition with contemporary relevance. Ultimately, the mural is meant to stand as a source of pride, inspiration, and beauty for Duncanville, reinforcing the message that within this city, champions are nurtured, seen, and celebrated.

How will the project serve the Duncanville community and promote public access?

The purpose of "Beacons of Light: Where Champions Rise" is to uplift, inspire, and visually affirm the greatness within the City of Duncanville—particularly its youth—as rising champions of their community. This mural will serve as a symbolic and emotional landmark that reflects both the legacy and the future of Duncanville. It aims to promote community pride, encourage civic responsibility, and foster a deeper connection between residents and their shared environment.
Artistically, the vision is to create a bold, vibrant, and soulful composition painted directly on brick, blending realism with symbolic elements that represent light, growth, and transformation. The youth depicted in the mural will be stylized as guiding "beacons," drawing light from the strength and history of the city and projecting it forward into a bright future. Colors will be carefully chosen to evoke energy, hope, and unity, while the composition will include subtle nods to Duncanville's cultural, educational, and civic identity.
The artistic approach combines fine art, community storytelling, and dynamic urban design—bridging tradition with contemporary relevance. Ultimately, the mural is intended to stand as a source of pride, inspiration, and beauty for Duncanville, reinforcing the message that within this city, champions are nurtured, seen, and celebrated.

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How will your project promote tourism or economic development within Duncanville?

The Texaco gas station serves as a universal pit stop for both frequent tourists and residents of Duncanville—including students, working-class professionals, and the elderly—making the mural highly accessible to the public. This artwork is expected to become a major attraction in Duncanville, sparking a future cascade of public art projects, supporting both new and existing businesses, encouraging the development of public spaces, and contributing to high residential retention.
This project marks the beginning of progressive stages leading to the realization of Duncanville's 2040 Comprehensive Plan. The mural is anticipated to draw large volumes of tourists, serving as a catalyst for emerging artists to remain in or relocate to Duncanville—contributing to the city's cultural and economic growth. In turn, this creative momentum will invite investors to see the district as a valuable area for public development.
A strong reference point is Miami's Wynwood Walls—now a landmark attraction for both tourists and locals. It has become a catalyst for significant economic stimulation shared among new and existing businesses in the district. Similarly, this project in Duncanville has the potential to transform the area into an investor's dream and a hub for artistic and civic engagement.

List the individuals and organizations involved in planning or executing the project.

AJ Saleh – Property Owner
Kalen Y. McGuire – Lead of Project, Painter

Briefly describe your marketing plan.

Kalen McGuire of Kalen McGuire Media (KMM) will begin marketing the mural installation shortly after being confirmed as a grant recipient. A prompt campaign launch helps build immediate rapport between the taxpayers and the artist.
KMM will launch campaigns across the following platforms: Instagram, Facebook, LinkedIn, YouTube, TikTok, Dallas Observer, Snapchat, Pinterest, and Twitter.
The marketing campaign will focus on the following components:
1. The mural process, from draft design to paint application on the wall
2. Daylit public photography capturing community members engaging with the mural
3. Monologue voiceovers and B-roll footage explaining the creative process behind the work

KMM is confident that the mural installation campaign will build trust among Duncanville residents, increase community pride, and attract more tourism to the city.

How will you evaluate the success and impact of your project?

To evaluate the success and impact of the mural project, the following components will be included:
1. A QR code will be placed at the mid-left center of the mural, linking to a dedicated mural landing page on the City of Duncanville's website.
2. In addition to the mural landing page (QR Code 1), a second QR code will link to the artist's LinkedIn profile. Both QR codes will track impressions, providing measurable data to assess the impact and success of the mural installation for the City of Duncanville.

Section 6: Budget

Total Project Budget	$4053.78
Amount requested from the Duncanville Arts Commission/City Council	$3,000
Matching Funds (cash/in-kind)	$1,053.78

Section 7: Required Documents

Document Checklist	Completed application form

Jotform SIGN | Document ID: 251810211118038

Narrative responses (Section 5)

Detailed project budget (Section 6)

Proof of Duncanville residency or business operation

City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

Property owner support letter (for Public Art Grant)

Portfolio or artistic samples (for individual artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name Kalen McGuire

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name AJ Saleh

Property Address 1944 S. Main St.
Duncanville, Tx, 75137

Property Owner Signature

Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251810211118038
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

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Expense Item	Cost
Administrative coordination (part-time/project-based)	2000
Artistic salaries (instructors from The Journey Dance Cen	3000
Facility rental (class space at The Journey Dance Center)	2000
Marketing & outreach materials	700
Program supplies (leotards, tights, ballet shoes, snacks)	1500
Culminating showcase (low-cost, in-studio event)	1000
Total Project Budget	10200

JotformSIGN | Document ID: 251808656732060

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	TaKiyah Wallace-McMillian
Mailing Address	1414 Crosspointe St Duncanville, Texas, 75137
Phone Number	(214) 302-9603
Email	info@somesweetphoto.com
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)
www.somesweetphoto.com

Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Brown Girls Do Ballet Photo Project

Brief Project Summary (2-3 sentences)
The Brown Girls Do Ballet Photo Project is a visual storytelling series by photographer TaKiyah Wallace-McMillian that highlights the strength, grace, and identity of young dancers of color. Through portraits taken in Duncanville and surrounding neighborhoods, the project captures dancers in both traditional and nontraditional spaces—centering them in a narrative where they are celebrated, visible, and empowered. The resulting images will be exhibited publicly to promote community pride, cultural reflection, and expanded representation in the arts.

Jotform SIGN | Document ID: 251808656732060

Project Start Date	Friday, August 1, 2025
Project End Date	Sunday, March 1, 2026

Location(s)

Dancers will be photographed in notable areas throughout Duncanville, including local studios, civic spaces, public art sites, and community events—capturing them in environments that reflect the city's culture, creativity, and everyday life.

Is this project open to the public?	Yes
Admission Fee (if any)	0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of the BGDB Photo Project is to celebrate and document young dancers of color in Duncanville through a series of powerful, narrative portraits. As a photographer and founder of Brown Girls Do Ballet®, my goal is to capture these dancers in meaningful public and cultural spaces, showing them not only as artists, but as vital members of the community.

The artistic vision is rooted in representation, visibility, and storytelling. By photographing dancers in everyday and iconic locations throughout Duncanville, the project blends classical ballet with local identity, challenging traditional ideas of who belongs in ballet, and where. The resulting images will serve as both fine art and cultural commentary, sparking conversation, pride, and connection across generations.

How will the project serve the Duncanville community and promote public access?

The BGDB Photo Project will serve the Duncanville community by making art reflective of its youth, culture, and public spaces. By photographing local dancers in recognizable locations around the city, the project creates a visual archive that centers Duncanville's unique character and celebrates its next generation of artists.

The resulting images will be exhibited in accessible community locations such as libraries, civic buildings, and public events, ensuring residents of all ages can engage with the work. The project promotes public access not only through free viewing opportunities, but also by inviting local families and young dancers to see themselves represented in the arts, fostering a sense of belonging and cultural pride.

How will your project promote tourism or economic development within Duncanville?

The BGDB Photo Project will draw attention to Duncanville as a city that values the arts, youth empowerment, and cultural representation. By showcasing local dancers in vibrant public settings, the project invites visitors and residents alike to see Duncanville through a creative and inspiring lens.

Public exhibitions and artist talks will encourage foot traffic to community spaces like libraries, studios, and event venues. Additionally, the visibility of the project through social media, press, and partnerships will boost Duncanville's reputation as a hub for inclusive, community-driven arts, supporting local businesses and reinforcing the city's identity as a destination for creative expression.

List the individuals and organizations involved in planning or executing the project.

TaKiyah Wallace (Photographer, Founder of BGDB Photo Project)
Shirolyn Strong (Project Manager)

Briefly describe your marketing plan.

The marketing plan for the BGDB Photo Project includes a blend of digital and community-based outreach. We will promote the project through Brown Girls Do Ballet®'s established social media platforms, reaching

Jotform SIGN | Document ID: 251808656732060

a national audience while spotlighting Duncanville as the creative backdrop. Locally, we'll collaborate with The Journey Dance Center, city departments, and community partners to distribute flyers, posters, and email announcements.

Press releases will be shared with local media, and the project will be featured during community events and through artist talks or pop-ups. Marketing efforts will highlight both the dancers and the locations featured, encouraging residents and visitors to explore Duncanville through the lens of the project.

How will you evaluate the success and impact of your project?

The success of the BGDB Photo Project will be evaluated through community engagement, visibility, and storytelling impact. We will track attendance and feedback from public exhibitions and events, collect testimonials from participating dancers and families, and document media and social media reach.

Quantitative metrics such as audience numbers, online impressions, and press mentions will be combined with qualitative outcomes, like increased community pride, visibility of local youth, and expanded dialogue around representation in the arts. The ultimate measure of success will be how deeply the project resonates with Duncanville residents and how effectively it encourages broader participation in the city's cultural life.

Section 6: Budget

Total Project Budget	8,000
Amount requested from the Duncanville Arts Commission/City Council	3,000
Please attach a detailed budget	Photo Project - Sheet1.pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)
- Portfolio or artistic samples (for individual artists)

Upload required documents

- prrof of residency.pdf
- ColorOfDance_txt_1P-spreads_lowresI….pdf

Jotform SIGN | Document ID: 251808656732060

2023-10-12_-_Vendor_Packet_-_TaKiyah.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name TaKiyah Wallace-McMillian

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251808656732060
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

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JotformSIGN | Document ID: 251618351065050

Duncanville ARTS Commission

Wednesday, June 11, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization) The Journey Dance Center

Project Lead (if different) Myatta Metzger

Mailing Address 219 S Cedar Ridge Dr
Duncanville, TX, 75116

Phone Number (214) 710-5277

Email journeydancecenter@gmail.com

How do you prefer to be contacted? Email

Website or Social Media (if applicable)
www.thejourneydancecenter.com, https://www.facebook.com/JDCDallas, @JDCDallas

Are you a first-time applicant? Yes

Section 2: Eligibility

Check all that apply: Business Entity

Do you live or operate a business/studio within Duncanville, TX city limits? Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one): Single Project Support Grant

Section 4: Project Information

Project/Event Title Dance Recital

Brief Project Summary (2-3 sentences)
Each year our studio has an annual recital. All of our dancers ages 2 years of to 18 years old perform dances on stage that they have been learning in our program. We teach ballet, tap, jazz, hip hop, lyrical and African dancing.

JotformSIGN | Document ID: 251618351065050

Project Start Date Saturday, August 9, 2025

Project End Date Saturday, May 30, 2026

Location(s)

We are located at 219 S. Cedar Ridge Dr. Duncanville. In the past our shows have been held at the Dallas Children's Theatre. We are looking for a new location closer to our studio to hold next years event.

Is this project open to the public? Yes

Admission Fee (if any) 20

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

This year marks our 14th season, with a decade in the Duncanville community. Our upcoming recital isn't just a performance; it's a vibrant celebration of our journey, and a testament to 14 years of dedicated dance and artistic expression. We'll be showcasing the incredible talent of our students, highlighting their creativity, their ability to tell stories through movement, and the rich culture they embody on stage.

How will the project serve the Duncanville community and promote public access?

With our location being in Duncanville, a lot of our students are from Duncanville and the surrounding areas. Our performance will be open to the public for the community to attend and be able to celebrate the work of our young artist.

How will your project promote tourism or economic development within Duncanville?

We currently have 115 students enrolled in our program taking several classes through out the week. Since moving into our new location, we have received feedback for our neighboring businesses and they have express increased sales due to our clients. This project will do the same. Our recitals have drown crowds of 400-650 people this past Spring. To be able to bring our event to Duncanville will be beneficial for our students, their families and friends by making it more accessible.

List the individuals and organizations involved in planning or executing the project.

The Journey Dance Center

Briefly describe your marketing plan.

We will market our event on our website; www.thejourneydancecenter.com. We will also post on all of our social media accounts. We will send emails to our clients so they can distribute the event with family and friends. We will hang posters/flyers at our location and also at neighboring businesses.

How will you evaluate the success and impact of your project?

We will evaluate the success of the event by the number or attendees we have at the show.

Section 6: Budget

Total Project Budget 15,000

Amount requested from the Duncanville Arts Commission/City Council 10,000

Jotform SIGN | Document ID: 251618351065050

Please attach a detailed budget

Detailed Budget Journey Dance Cente… .pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

Upload required documents

Lease v.5 - The Journey Dance Center ….pdf

Journey Dance Center- 2023-10-12 - V… .pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name Myatta Metzger

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251618351065050
DOCUMENT PAGES	3
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

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Detailed Budget Journey Dance Center Recital:

Project Title: 15th Annual Journey Dance Recital 2025-2026

I. Revenue Projections (for context, not part of grant request):

- Ticket Sales (Estimated 500 tickets @ $20 each): $10,000
- Program Advertisements: $1,000
- Concessions Sales: $500
- **Total Projected Revenue:** $11,500

II. Expense Breakdown (Grant Request Focus):

A. Venue Costs:

- Venue Rental Fee Dress Rehearsal ($1,500/day): $1,500
- Venue Rental Fee (2 days @ $2,500/day): $5,000
- Security Deposit (refundable, but requires upfront): $1,000
- Utilities (estimated): $300
- Post-Event Cleaning Fee: $400
    - **Subtotal Venue Costs:** $8,200

B. Production & Technical Costs:

- Lighting Designer/Technician (20 hours @ $30/hour): $600
- Sound Designer/Technician (20 hours @ $30/hour): $600
- Stage Manager (30 hours @ $30/hour): $900
- Backstage Crew (2 crew x 15 hours @ $25/hour): $750
- Specialized Equipment Rental (e.g., projector, haze machine): $500
- Set Pieces & Prop Materials: $750
- Prop Storage/Transportation: $200
    - **Subtotal Production Costs:** $4,300

C. Staffing & Artistic Personnel:

- Rehearsal Assistants (2 assistants x 20 hours @ $30/hour): $1,200
- Front-of-House Volunteer Stipends/Appreciation: $400
    - **Subtotal Staffing Costs:** $1,600

E. Marketing & Publicity:

- Graphic Design Services (poster, program, digital): $300
- Printing (Posters, Flyers, Programs, Tickets): $700
- Digital Advertising (Social Media, Local Online Ads): $500
- Professional Photography & Videography: $2,500
- Website Updates & Event Listing Fees: $150

- **Subtotal Marketing Costs:** $4,150

F. Administrative & Miscellaneous:

- Event Liability Insurance: $300
- Office Supplies & Printing (general): $150
- Communication (phone, internet, postage): $100
- First Aid & Emergency Supplies: $50
  - **Subtotal Administrative Costs:** $600

G. Contingency Fund:

- 10% of Total Expenses: $1,885 (10% of $18,850)

Total Project Expenses: $20,735

Amount Requested from Grant: $10,000

JotformSIGN | Document ID: 251805389235058

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	The Rotary Club Of Duncanville
Project Lead (if different)	Gianni LaBarba
Mailing Address	627 Mercury Dr Duncanville, Texas, 75137
Phone Number	(214) 926-4366
Email	gianni@3Lrealestate.com
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)

www.duncanvillerotary.org

Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	501(c)(3) Nonprofit; Business Entity
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Annual Arts Program Grants (nonprofits only)

Section 4: Project Information

Project/Event Title	Duncanville Paws & Paint

Brief Project Summary (2-3 sentences)

A dog-friendly outdoor art party featuring pet-themed activities, local artists, food vendors, and fundraising stations. At ROTARY PARK kicking off the new dog park and annual after that.

Jotform SIGN | Document ID: 251805389235058

Project Start Date	Saturday, November 1, 2025
Project End Date	Saturday, November 1, 2025

Location(s)

Rotary Park (NOW) and New Dog Park (once constructed).

Is this project open to the public?	Yes
Admission Fee (if any)	0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

An annual event that celebrates dogs, art, and the community. Dogs get to create their own masterpiece by stamping their paw prints on canvas which becomes a special keepsake for the dog owners. Also, dogs and their owners can take photos at Rotary Park for an additional "art" aspect.

This would tie in the Community Engagement Board, Parks Board, Rotary Club of Duncanville, and Tri-Cities Animal Shelter for a fun community event.

+

How will the project serve the Duncanville community and promote public access?

This is a great way to let the community know about the new dog park and celebrate its opening. Going forward, this will be an annual event.

How will your project promote tourism or economic development within Duncanville?

Surrounding communities will be notified, via marketing, about the event and it should appeal to all of SW Dallas.

List the individuals and organizations involved in planning or executing the project.

Community Engagement Board, Parks Board, Rotary Club of Duncanville, Tri-Cities Animal Shelter

Briefly describe your marketing plan.

Social media posts and marketing through the City and Rotary Club websites.

How will you evaluate the success and impact of your project?

Attendance will be a great way to measure success. Also, we can measure the funds raised via the paw prints, photo sessions, and donations.

Section 6: Budget

Total Project Budget	10,000
Amount requested from the Duncanville Arts Commission/City Council	10,000
Matching Funds (cash/in-kind)	0

Section 7: Required Documents

JotformSIGN | Document ID: 251805389235058

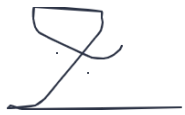
Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)
- IRS 501(c)(3) determination letter (if applicable)
- Property owner support letter (for Public Art Grant)
- Portfolio or artistic samples (for individual artists)

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name Gianni LaBarba

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name City of Duncanville City of Duncanville

Property Address Rotary Park, 900 Venice Circle
Duncanville, TX, 75116

Property Owner Signature

Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251805389235058
DOCUMENT PAGES	3
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 30, 2025 12:57 PM	Signed IP: 18.88.0.238

JotformSIGN | Document ID: 251800965961059

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Duncanville Arts Commission
Project Lead (if different)	Ron Thompson
Mailing Address	203 E Wheatland Rd Duncanville, Texas, 75116
Phone Number	(469) 579-6118
Email	arts.ronthompson@gmail.com
How do you prefer to be contacted?	Call
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Duncanville Arts Commission
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Ellafair 2025

Brief Project Summary (2-3 sentences)

Ellafair is a two-day community arts event launched in 2024 by Duncanville residents Gale Sliger and Sue Clark to support the newly formed Duncanville Arts Commission through public awareness and grassroots fundraising. Organized in just four weeks, the inaugural event drew approximately 200 attendees and artists from across the region, raised $400 for the Duncanville Arts Fund, and received local media coverage—laying the foundation for an expanded 2025 event focused on visibility, revenue, and long-term opportunity for the city's creative community.

JotformSIGN | Document ID: 251800965961059

Project Start Date	Friday, November 7, 2025
Project End Date	Saturday, November 8, 2025

Location(s)

D.L. Hopkins Jr. Senior Center
206 James Collins Blvd.
Duncanville, TX 75116

(Reservation confirmed.)

Is this project open to the public?	Yes
Admission Fee (if any)	$0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

Ellafair 2025 is a two-day community arts event designed to elevate Duncanville's creative community through exhibition, engagement, and economic opportunity. Originally created in 2024 by local residents Gale Sliger and Sue Clark, the event raised awareness for the newly formed Duncanville Arts Commission through grassroots participation and public support. Ellafair 2025 builds on that foundation while preserving its core purpose: connecting artists, audiences, and supporters through accessible, high-quality cultural experiences.

Held at the Hopkins Senior Center, the event includes an invitation-only Preview Night for collectors and sponsors, followed by a public exhibition day featuring artists with ties to Duncanville. The artistic vision centers on making creativity visible and accessible—lifting up local voices, connecting artists to audiences, and fostering a culture where art is both celebrated and economically viable.

New components for 2025 include a curated Speaker Roundtable and a youth mentorship program that offers high school students behind-the-scenes access to working artists and arts professionals.

Ellafair affirms that the arts belong to everyone. By providing a welcoming platform for artists and fostering public participation, connecting collectors and admirers, it supports new cultural infrastructure while encouraging tourism, economic growth, and civic pride. Funds raised benefit the Duncanville Arts Fund and help advance future arts initiatives.

Through exhibitions, dialogue, mentorship, and follow-up engagement, Ellafair 2025 seeks to embed the arts more deeply into the fabric of Duncanville's public life—and to position the city as a place where creativity is visible, valued, and supported.

Jotform SIGN | Document ID: 251800965961059

How will the project serve the Duncanville community and promote public access?

Ellafair 2025 serves the Duncanville community by providing free, public access to high-quality cultural experiences in a welcoming, intergenerational setting. It showcases local and regional artists—many with personal ties to Duncanville—creating visibility for creative talent and reinforcing community pride. By offering hands-on engagement, live demonstrations, a public art exhibition, and a youth mentorship program, Ellafair creates multiple entry points for residents to participate in the arts regardless of age, background, or experience.

Held in a centrally located public facility, the event is designed to be physically and financially accessible. It encourages community gathering, fosters cultural exchange, and stimulates the local economy by attracting visitors, supporting artists, and reinvesting in the Duncanville Arts Fund. In doing so, Ellafair promotes long-term public access to the arts and supports the broader goal of building a more vibrant and inclusive cultural landscape for Duncanville.

How will your project promote tourism or economic development within Duncanville?

Ellafair 2025 promotes tourism and economic development by attracting visitors to Duncanville for a two-day cultural event that highlights the city's creative assets. The event features a VIP Preview Night for collectors and sponsors, followed by a public exhibition showcasing regional artists, performers, and makers—many with direct ties to Duncanville. This draws both local and out-of-town attendees, increasing foot traffic to nearby businesses and generating hotel stays through targeted tourism packages.

The event supports the local creative economy by providing direct sales opportunities for artists, commissioning services from vendors, and offering a platform for cultural entrepreneurship. By reinvesting proceeds into the Duncanville Arts Fund and promoting Duncanville as a creative destination, Ellafair strengthens the city's brand identity, stimulates spending, and lays the groundwork for ongoing arts-led economic activity.

List the individuals and organizations involved in planning or executing the project.

Ron Thompson
Gale Sliger
Sue Clark

~12 participating artists

Briefly describe your marketing plan.

The marketing plan for Ellafair 2025 combines grassroots outreach with regional visibility, leveraging the personal networks of organizers, artists, and cultural stakeholders to maximize impact. Printed flyers, posters, and banners will be placed in high-traffic areas throughout Duncanville and surrounding cities. A coordinated email campaign and active social media presence will feature artist spotlights, event updates, and behind-the-scenes content to generate local buzz and sustained interest.

Organizers Gale Sliger and Sue Clark—lifelong Duncanville residents—will engage their extensive community networks to build awareness. Participating artists, many with local ties and others traveling in from across North Texas, Oklahoma, and Arkansas, will promote the event through their own channels, broadening Ellafair's geographic reach.

Printed invitations will be mailed to art buyers, gallery owners, and community leaders for the invitation-only Preview Night. Custom sponsor packages—including VIP access, hospitality perks, and visibility opportunities—will be shared with local businesses, civic partners, and regional foundations.

Ellafair's curated Roundtable participants, which include cultural leaders and policymakers, will be encouraged to promote the event through their institutional and professional networks. These connections—combined with the promotional efforts of participating artists and out-of-town guests—are expected to generate tourism, media coverage, and post-event visibility for Duncanville's growing arts community.

Overall, the campaign will emphasize Ellafair's strong local roots, its inclusive and high-quality programming, and its role in positioning Duncanville as a destination for arts, culture, and creative exchange.

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Press from Ellafair 2024:
https://www.focusdailynews.com/ellafair-celebrates-art-legacy-female-creativity-in-duncanville/

How will you evaluate the success and impact of your project?

Ellafair 2025 will be evaluated using a combination of quantitative metrics and qualitative feedback to assess its success and impact. Key performance indicators will include total attendance (tracked across both event days), number of participating artists and vendors, volume of art sales, sponsor engagement, and funds raised for the Duncanville Arts Fund.

Surveys will be distributed to attendees, artists, and sponsors to gather feedback on event quality, accessibility, and perceived community value. Specific attention will be paid to the success of new components such as the youth mentorship program and Speaker Roundtable, with follow-up interviews and testimonials used to assess educational and professional impact.

We will also track media coverage, social media engagement, and geographic reach—particularly noting out-of-town visitors and artist connections—to gauge tourism and economic development outcomes. Lessons learned will inform future iterations of the event and help shape long-term strategies for arts engagement and infrastructure in Duncanville.

Section 6: Budget

Total Project Budget	$16,550
Amount requested from the Duncanville Arts Commission/City Council	$4,950
Matching Funds (cash/in-kind)	$11,600
Please attach a detailed budget	Ellafair AC grant app.pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name Ron Thompson

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Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

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Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251800965961059
DOCUMENT PAGES	5
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 30, 2025 01:40 AM	Signed IP: 2603:8080:6a00:3240:74d6:fb31:

JotformSIGN | Document ID: 251808859303059

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Brown Girls Do Inc/Brown Girls Do Ballet
Mailing Address	1714 Green Tree Lane Duncanville, Texas, 75137
Phone Number	(469) 493-6841
Email	info@browngirlsdoballet.com
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)

www.browngirlsdoballet.com
https://www.instagram.com/browngirlsdoballet
https://www.facebook.com/BrownGirlsDoBallet
https://www.linkedin.com/company/brown-girls-do-ballet/
https://www.tiktok.com/@browngirlsdo

Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	501(c)(3) Nonprofit
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Annual Arts Program Grants (nonprofits only)

Section 4: Project Information

Project/Event Title	Empowerment Through Ballet

Brief Project Summary (2-3 sentences)

Brown Girls Do Ballet® is expanding its "Empowerment Through Ballet" community class program to Duncanville, Texas, to serve at-risk youth ages 4–12 with free ballet training. This initiative uses dance as

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a tool to foster physical fitness, emotional resilience, and positive mentorship in underserved communities. Through accessible, high-quality instruction and community support, the program helps young participants build confidence, discipline, and a sense of belonging.

Project Start Date	Saturday, October 4, 2025
Project End Date	Saturday, December 20, 2025

Location(s)

The Journey Dance Center
219 S Cedar Ridge Dr, Duncanville, TX 75116

Is this project open to the public?	Yes
Admission Fee (if any)	0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The purpose of the proposed project is to expand Brown Girls Do Ballet®'s free community class program, "Empowerment Through Ballet," into Duncanville, Texas, providing at-risk youth with access to high-quality ballet instruction in a supportive and culturally affirming environment. Our goal is to use ballet as both an art form and a tool for transformation, building discipline, confidence, and emotional resilience in participants who may not otherwise have access to arts education.

The artistic vision centers on inclusivity and representation. We aim to challenge outdated norms in classical ballet by creating welcoming spaces where young dancers of all colors can see themselves reflected in their teachers and peers. While rooted in foundational ballet technique, the program also nurtures creativity, self-expression, and joy, reinforcing the belief that the arts belong to everyone, regardless of background or income.

How will the project serve the Duncanville community and promote public access?

The "Empowerment Through Ballet" project will serve the Duncanville community by offering free, weekly ballet classes to local youth ages 4–12, eliminating common barriers such as cost, transportation, and lack of representation. In partnership with The Journey Dance Center, classes will be held at an accessible location within the community, and we will collaborate with local schools and social service organizations to identify and recruit participants.

By bringing high-quality, inclusive arts programming directly to Duncanville and partnering with a trusted local studio, we are promoting public access to ballet for families who may have never seen themselves reflected in traditional dance spaces. The project will culminate in a free public showcase, celebrating the students' progress and creating a shared moment of pride for the entire community.

How will your project promote tourism or economic development within Duncanville?

By partnering with The Journey Dance Center and offering free public ballet programming, our project will help position Duncanville as a community that values accessible arts and cultural experiences. The culminating showcase will attract families, educators, and arts supporters from surrounding cities, generating increased foot traffic to local businesses, restaurants, and service providers.

Additionally, the project creates economic opportunity through paid roles for teaching artists, youth assistants, and event vendors. As our presence grows in Duncanville, we anticipate hosting additional pop-up events and collaborative performances that draw regional attention and help establish the city as a destination for inclusive, community-centered arts programming.

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List the individuals and organizations involved in planning or executing the project.

TaKiyah Wallace-McMillian (Executive Director-Brown Girls Do Inc)
Myatta Metzger (Owner-The Journey Dance Center)
Shirolyn Strong (Project Manager-Brown Girls Do Inc)

Briefly describe your marketing plan.

Our marketing plan includes a multi-channel approach to reach families in Duncanville and the surrounding areas. We will promote the program through social media campaigns, targeted email outreach, and digital flyers shared by The Journey Dance Center, local schools, and community partners. Printed materials will also be distributed at libraries, churches, and neighborhood events.

We'll feature participant stories and behind-the-scenes content on our social platforms to generate interest and build momentum. Press releases will be sent to local media outlets, and the culminating showcase will be promoted as a free community event to encourage broader attendance and visibility.

How will you evaluate the success and impact of your project?

We will evaluate the success of the project using both quantitative and qualitative measures. Attendance will be tracked at each class to monitor consistency and engagement, while pre- and post-program surveys will be administered to participants and families to assess changes in confidence, physical activity levels, and overall satisfaction.

Instructors will document progress in dance skills, and we will collect testimonials from students, parents, and community partners. The culminating showcase will serve as a public measure of achievement and community engagement. Long-term impact will be evaluated by tracking continued participation in local dance programming, use of provided resources, and referrals to our partner studio, The Journey Dance Center, for ongoing arts education.

Section 6: Budget

Total Project Budget	10,200
Amount requested from the Duncanville Arts Commission/City Council	5,000
Matching Funds (cash/in-kind)	5,000
Please attach a detailed budget	Duncanville Expansion - Sheet1.pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

Jotform SIGN | Document ID: 251808859303059

IRS 501(c)(3) determination letter (if applicable)

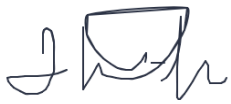
Upload required documents

- prrof of residency.pdf
- 2023-10-12_-_Vendor_Packet_-_FILLA... .pdf
- DeterminationLetter.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name TaKiyah Wallace-McMillian

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Expense Item	Cost
Administrative coordination (part-time/project-based)	2000
Artistic salaries (instructors from The Journey Dance Cen	3000
Facility rental (class space at The Journey Dance Center)	2000
Marketing & outreach materials	700
Program supplies (leotards, tights, ballet shoes, snacks)	1500
Culminating showcase (low-cost, in-studio event)	1000
Total Project Budget	10200

JotformSIGN | Document ID: 251731378550054

Monday, June 23, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Candice Rigdon Johnson
Mailing Address	246 Larry Drive Duncanville, TX, 75137
Phone Number	(469) 508-6695
Email	ordered.steps@yahoo.com
How do you prefer to be contacted?	Email
Website or Social Media (if applicable)	Candice Ordered Steps Johnson
Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Fixin His Plate - Stageplay

Brief Project Summary (2-3 sentences)

"Fixin' His Plate" is a heartwarming, family-friendly stage play that blends music, dancing, drama, and comedy to tell the story of a holiday gathering turned upside down—after one woman fixes the wrong man's dinner plate. Rooted in themes of love, tradition, and chaos, the 90-minute production offers a rich theatrical experience for all ages. With local talent both onstage and behind the scenes, the project will serve as a cultural celebration for the Duncanville community, bringing neighbors together through shared storytelling and joyful connection.

JotformSIGN | Document ID: 251731378550054

Project Start Date	Saturday, October 18, 2025
Project End Date	Saturday, October 18, 2025
Location(s)	Bob Knight Fieldhouse
Is this project open to the public?	Yes
Admission Fee (if any)	$15

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

"Fixin' His Plate" is a vibrant, family-friendly stage play that blends humor, music, dance, and heartfelt drama to explore what happens when tradition collides with chaos—especially when one woman mistakenly fixes the wrong man's plate at a holiday gathering. Set in a single evening, this 90-minute performance will highlight the tension, tenderness, and comedy that unfolds when generations come together with old grudges, new secrets, and a whole lot of side dishes.

The artistic vision of "Fixin' His Plate" is rooted in cultural authenticity, celebrating the nuances of community and family with a dynamic blend of theatrical storytelling and live performance. With lively choreography and original music, the production will reflect the emotional rhythms of a shared meal turned upside down—moving from soulful to slapstick, reflective to raucous.

The purpose is to entertain while prompting reflection on love, forgiveness, identity, and the unspoken expectations often placed on women in family settings. The play will be accessible to all ages and designed to bring the community together through laughter, conversation, and connection. Ultimately, "Fixin' His Plate" aims to nourish not only the audience's funny bone but also their hearts—reminding us all that even in moments of chaos, there is beauty, growth, and grace.

How will the project serve the Duncanville community and promote public access?

"Fixin' His Plate" is designed as a joyful, inclusive event that brings Duncanville residents together through the universal language of storytelling. By centering a relatable family gathering with humor, heart, and music, the play invites audiences of all ages and backgrounds to see themselves on stage—creating a shared experience that fosters empathy, laughter, and connection.

The performance will be offered at an accessible venue within the city, with affordable admission to ensure that cost is never a barrier. We plan to prioritize outreach to local schools, senior centers, and neighborhood organizations, encouraging multigenerational attendance and participation. The creative team will also include local artists, actors, and volunteers, providing opportunities for residents to be directly involved both on and off stage.

To deepen engagement, we will host a post-show guided community dialogue about the themes of family, forgiveness, and the roles we play at home and in society. This experience will extend the impact of the play beyond entertainment, cultivating meaningful dialogue and local pride.

At its core, "Fixin' His Plate" is a celebration of Duncanville's vibrant spirit and diverse stories. It offers a chance for neighbors to come together—not just to watch a show, but to laugh, reflect, and connect. That's what true community arts programming should do—and that's exactly what this project aims to deliver.

How will your project promote tourism or economic development within Duncanville?

"Fixin' His Plate" will serve as a dynamic cultural event that draws residents and visitors from surrounding areas, positioning Duncanville as a hub for original, community-centered theater. Centered around a family-friendly, music-filled story, the play offers an accessible entertainment option that highlights the city's creative spirit and hospitality.

To promote local economic growth, we plan to actively collaborate with small businesses across Duncanville. Local restaurants and bakeries will be invited to offer themed menu items or "pre-show specials" to encourage dining out before performances. Boutiques and vendors may participate in pop-up

Jotform SIGN | Document ID: 251731378550054

tables or receive promotional shout-outs in programs and marketing materials. These partnerships will increase visibility and revenue for local entrepreneurs while enriching the event atmosphere.
We also aim to work with Duncanville-based print shops, costume vendors, and independent artists for materials, design, and performance support—ensuring the project reinvests in the local creative economy. Sponsorship opportunities will be offered to businesses seeking community exposure, and local students or volunteers may gain hands-on experience through behind-the-scenes roles.
With strategic promotion via social media, city newsletters, and word of mouth, "Fixin' His Plate" will not only invite audiences into the story—it will invite them into Duncanville itself. Through this effort, we hope to boost foot traffic, build pride, and spark ongoing support for the arts and small business growth within our city.

List the individuals and organizations involved in planning or executing the project.

Cedrick & Candice Johnson

Briefly describe your marketing plan.

Our marketing plan for "Fixin' His Plate" will focus on community engagement, digital reach, and cross-promotion with local businesses and organizations. The goal is to create buzz, boost attendance, and ensure that Duncanville residents see this play as a must-attend event.
We will develop a strong social media campaign across Facebook, Instagram, and community groups, using teaser videos, rehearsal clips, behind-the-scenes photos, and artist interviews to build excitement. Paid ads will be targeted to Duncanville and surrounding areas to increase visibility. A custom event hashtag will allow attendees and cast members to share their experience and help amplify the event online.
Print marketing will include posters, flyers, and postcards distributed to local libraries, churches (in a neutral, non-religious context), coffee shops, salons, community centers, and schools. We also plan to connect with city newsletters, local media outlets, and event calendars to secure coverage and listings.
To deepen local engagement, we will partner with small businesses to share flyers and offer cross-promotions (e.g., show your ticket for a discount). Additionally, we will engage schools and senior centers through direct outreach, offering group seating.
Finally, our cast and crew will serve as grassroots ambassadors—spreading the word in their neighborhoods, workplaces, and social circles. This mix of traditional and digital marketing ensures that "Fixin' His Plate" reaches a diverse audience and feels like a true community event.

How will you evaluate the success and impact of your project?

We will evaluate the success of "Fixin' His Plate" through a combination of quantitative data and qualitative feedback to ensure we're capturing both reach and resonance.
Attendance numbers will be tracked to assess overall turnout, with special attention to group participation from seniors, students, and families. We'll also measure engagement across social media platforms—including shares, comments, and event RSVPs—to gauge community buzz and digital reach.
To capture the impact beyond numbers, we will distribute brief audience surveys after each performance—both in print and digitally—asking questions about enjoyment, relatability, emotional takeaway, and suggestions for future programming. Comment boxes at the venue will allow for anonymous feedback, while a post-show community conversation will offer a space for real-time dialogue and reflection.
We'll also debrief with our cast, crew, and partners to gather insights about the process, community engagement, and lessons learned. These conversations will help shape future productions and deepen our connection to the community.
Finally, we will evaluate success based on how well the production met its core goals: creating a welcoming space for families, elevating local talent, sparking conversation, and uplifting the Duncanville community through shared storytelling. If there is strong interest and support, we hope to restage the production or tour it locally, expanding its reach to nearby schools, churches (non-religious settings), and arts events throughout the region.

Section 6: Budget

Total Project Budget	$7,500
Amount requested from the Duncanville Arts Commission/City Council	$3,000

JotformSIGN | Document ID: 251731378550054

Matching Funds (cash/in-kind) $4,500

Please attach a detailed budget

DOCX Fixin His Plate - Sample Budget.docx

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

Upload required documents

PDF JOHNSON - Vendor Packet.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name Candice Rigdon Johnson

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

🎭 *FIXIN' HIS PLATE* – Sample Budget (Total: $7,500)

Category	Details	Amount
Artist Fees	Playwright/Director Honorarium	$900
	Music Director/Sound Designer	$600
	Choreographer/Movement Coach	$600
	Cast Stipends	$2,500
	Stage Manager/Tech Coordinator	$400
Production Design	Costumes & Props	$500
	Set Design, Décor, and Materials	$900
Venue & Technical	**Venue Rental**	$1,100
	Lighting & Sound Equipment Rental/Tech	$450
Marketing & Promotion	Printed Materials (posters, flyers, programs)	$250
	Digital Marketing & Social Media Ads	$300
Hospitality	**Refreshments For Cast/Crew**	$200
	Community Guest Host/Moderator	$200
Audience Accessibility	Discounted Tickets for Seniors, Students, Families in Need	$200

| | **TOTAL** | **$7,500** |

This budget prioritizes fair compensation for local artists and a high-quality, accessible production experience. The largest portion is dedicated to cast stipends ($2,500), reflecting a commitment to valuing performers' time and talent. Investment in set design ($900) and venue rental ($1,100) ensures a polished and professional atmosphere that enhances audience experience.

Additional funds support key creative roles—including a director, music director, choreographer, and stage manager—as well as technical needs such as lighting and sound ($450). Marketing efforts will span both print and digital platforms.

Finally, $200 is allocated to ensure ticket access for seniors, students, and low-income families, and a guest host will be compensated to facilitate audience engagement. Every line of this budget is intentionally aligned with the project's goal: To create a meaningful, community-rooted theatrical event that reflects the spirit and talent of Duncanville and beyond.

Duncanville Arts Commission

Arts Grant Application – Fiscal Year 2024-2025

Submit completed applications to: arts@duncanvilletx.gov

SECTION 1: GENERAL INFORMATION

Applicant Name (Individual or Organization): K. Rochelle Enterprises, LLC

Project Lead (if different): _____

Mailing Address: 332 Fouts Avenue

City: Duncanville State: TX Zip: 75137

Phone Number: 469-818-2472

Email Address: DrK-TTFT@FedoraOnTilt.com

Website or Social Media (if applicable): www.FedoraOnTilt.com

_____

Are you a first-time applicant? ■ Yes ☐ No

Have you received funding from the Duncanville Arts Commission in the past fiscal year (October 1 to September 30)? ☐ Yes ■ No

SECTION 2: ELIGIBILITY

Check all that apply:

☐ Individual Artist
☐ 501(c)(3) Nonprofit
■ Business Entity
☐ City Department
☐ Duncanville Arts Commission

Do you live or operate a business/studio within Duncanville city limits? ■ Yes ☐ No

SECTION 3: GRANT TYPE

Select the grant category for which you are applying (select one):

☐ Annual Arts Program Grant (nonprofits only)
■ Project Outreach Grant
☐ Public Art Grant

SECTION 4: PROJECT INFORMATION

Project/Event Title: Laughter Is Good Medicine

Brief Project Summary (2–3 sentences):
Laughter Is Good Medicine is a clean comedy event featuring 8 local semi-professional and/or professional comics, each having 12 - 15 minutes to perform. Comics are given a strict definition of clean, i.e. no profane words, no vulgar stories and no obscene innuendos. The comedy is targeted towards anyone 12 years or older.

Project Start Date: 09-06-2025

Project End Date: 09-06-2025

Location(s): Poe-Hobden Amphitheater

Is this project open to the public? ■ Yes ☐ No

Admission Fee (if any): $0.00

SECTION 5: NARRATIVE

Please answer the following questions in no more than 250 words each.

1. Describe the purpose and artistic vision of the proposed project.

   To present a open to the public, family friendly night of clean comedy. The night will feature 8 local semi-professional/professional comics, each having 12 to 15 minutes of stage time, one host or MC and DJ. The event would last approximately 2.5 to 3 hours. Also, food truck vendors available for food and drink (non-alcoholic) purchases.

2. How will the project serve the Duncanville community and promote public access?

   The project would serve the Duncanville community by providing an opportunity for neighbors to share a night of good clean laughter. It would promote local performing artists and assist in building the brand of a new Duncanville business, K. Rochelle Enterprises, LLC.

3. How will your project promote tourism or economic development within Duncanville?

   As it is an outdoor event, residents of other cities and towns are welcome to attend and will. The performers have their own fan-bases and will attract attendees from surrounding cities and towns. There is a need for comedy as people desire to laugh, however the vulgarity of many of today's popular comics has become untenable for untold numbers of individuals.

4. List the individuals and organizations involved in planning or executing the project.

   K. Rochelle Enterprises, LLC

5. Briefly describe your marketing plan.

   Social Media Posts
   Flyers
   Post Cards
   Inclusion in the City of Duncanville Newsletter
   Ad in the Best of the Southwest Magazine
   Ad on the Duncanville Chamber of Commerce Billboard

6. How will you evaluate the success and impact of your project?

   Number in attendance
   Ask attendees to scan a QR code that will allow them to complete an evaluation questionnaire.

SECTION 6: BUDGET

Total Project Budget: $3,000

Amount Requested from Duncanville Arts Commission/City Council: $3,000

Matching Funds (cash/in-kind): $625

Please attach a detailed budget.

SECTION 7: REQUIRED DOCUMENTS

- ■ Completed application form
- ■ Narrative responses (Section 5)
- ■ Detailed project budget
- ■ Proof of Duncanville residency or business operation
- ■ City of Duncanville New Vendor Packet
- ☐ IRS 501(c)(3) determination letter (if applicable)
- ☐ Property owner support letter (for Public Art Grant)
- ☐ Portfolio or artistic samples (for individual artists)

SECTION 8: ACKNOWLEDGMENTS

By signing below, I affirm that all information provided is accurate and complete.

Signature: Kasundra R. Brown Date: 06-30-2025

Printed Name: Kasundra Brown for K. Rochelle Enterprises, LLC

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name: _____

Property Address: _____

Signature of Property Owner: _____ Date: _____

Email the completed application and additional documentation to art@duncanvilletx.gov.

Laughter Is Good Medicine - Budget – September 6, 2025, Event

Poe-Hobden Amphitheater Rental (4hrs x $80)	$ 320.00
Comics (8 x $150)	$1,200.00
DJ (3hrs x $125)	$ 375.00
Host (3hrs x $125)	$ 375.00
Marketing	$ 730.00*
Social Media Ads – $150	$3,000.00
Flyers $150	
Postcards $150	
Southwest Mag $280	

*Host pay will be reduced or Host will provide services as In Kind Donation if required for Marketing purposes.

Possible Positive Cash Flow

5 Vendors x $125	$625.00
3 Food Trucks	
2 Desert/Drinks	

JotformSIGN | Document ID: 251806128050045

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	First Christian Church of Duncanville
Project Lead (if different)	Deborah Faulkner
Mailing Address	203 S Main Street Duncanville, TX, 75116
Phone Number	(214) 284-7855
Email	defaulkner@sbcglobal.net
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)

website: fccduncanville.org, Facebook: First Christian Church of Duncanville

Are you a first-time applicant?	No

Section 2: Eligibility

Check all that apply:	501(c)(3) Nonprofit
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Master's Voice Christmas Concert

Brief Project Summary (2-3 sentences)

Special Christmas musical event shared with the community at no cost to their benefit and to benefit the Duncanville Outreach Community with non-perishable food item collected.

Project Start Date	Monday, December 8, 2025

JotformSIGN | Document ID: 251806128050045

Project End Date	Monday, December 8, 2025

Location(s)

First Christian Church, 203 S. Main Street Duncanville

Is this project open to the public?	Yes
Admission Fee (if any)	$0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

Nationally recognized singing group from Tulsa OK providing joyous Christmas Holiday concert open to the community.

How will the project serve the Duncanville community and promote public access?

The Concert will be open to the public at the beginning of the Holiday season while collecting non-perishable food items to be donated to the Duncanville Outreach Ministries.

How will your project promote tourism or economic development within Duncanville?

Master's Voice is a well known and nationally followed group with a following that follows and travels to concert locations where the group performs.

List the individuals and organizations involved in planning or executing the project.

First Christian Church of Duncanville lead by Deborah Faulkner, Worship Chair coordinating the event.

Briefly describe your marketing plan.

We will promote on Social Media and Master's Voice will also promote on their website and Facebook. We will also publish flyers to be distributed.

How will you evaluate the success and impact of your project?

We will gauge the impact by the turnout, the joy & laughter spread and the amount of food products collected for DOM.

Section 6: Budget

Total Project Budget	$3000.00
Amount requested from the Duncanville Arts Commission/City Council	$3000.00
Matching Funds (cash/in-kind)	$0

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)

JotformSIGN | Document ID: 251806128050045

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name Deborah Faulkner

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name First Christian Church of Duncanville

Property Address 203 S. Main Street
Duncanville, TX, 75116

Property Owner Signature

JotformSIGN | Document ID: 251808893945069

Monday, June 30, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Village Tech Schools
Project Lead (if different)	James Cahalan
Mailing Address	402 W Danieldale Rd Duncanville, TX, 75137
Phone Number	(469) 454-4444
Email	dwulff@villagetechschools.org
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)

www.villagetechschools.org
https://www.facebook.com/VillageTechSchools

Are you a first-time applicant?	No

Section 2: Eligibility

Check all that apply:	501(c)(3) Nonprofit; Business Entity
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Mentor Moments

Brief Project Summary (2-3 sentences)

Village Tech Schools would like to host seniors and individuals within the Duncanville community to participate in an opportunity called Mentor Moments. VT students can share their art knowledge and collaboratively work with seniors and individuals with mobility impairments to create an art piece together.

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The art piece or pieces could then be displayed in public spaces in Duncanville, such as the Community Garden or City Hall.

Project Start Date	Monday, September 1, 2025
Project End Date	Friday, May 15, 2026

Location(s)

We would utilize the Village Tech Schools Art Room and FORGE spaces.

Is this project open to the public?	Yes
Admission Fee (if any)	0

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

The project is designed to provide an opportunity for relationship and mentorship to develop between generations. We would hope that each student working with their Duncanville resident would learn empathy from that resident's life, and the Duncanville resident would benefit by creating an art piece with the student. The school is agreeing to create a "third space", provide supplies, and project materials. From this we are hoping the students would learn a pride in their workmanship and their city as they teach an art skill they have learned.

How will the project serve the Duncanville community and promote public access?

The parents of the students involved will visit the locations hosting the art installation. Our school is a charter school, which means these are potentially non-Duncanville residents bringing more non-Duncanville residents (family members) to the pubic locations to view the installation. If a public location that is not well-known outside of the Duncanville community, then the art installation will also serve to drive awareness.

How will your project promote tourism or economic development within Duncanville?

Again, the 100 students participating have immediate and extended family who would attend a final exhibition of the art at any public location in Duncanville that houses the mosaic art. As well as any family members of the Duncanville residents who participate. This brings at least 100 families from surrounding cities into Ducanville for a culminating event.

List the individuals and organizations involved in planning or executing the project.

The Village Tech Schools FORGE team would be in charge of the event. We would like to work with the DL Hopkins Jr Senior Community Center as a community partner, offering another opportunity to Duncanville seniors and for transportation for seniors to Village Tech Schools during the project.

Briefly describe your marketing plan.

At Village Tech Schools, we use our large platform on Facebook and Instagram, our website, and distributed fliers to get information out into the community.

How will you evaluate the success and impact of your project?

We would consider the project successful if the outcome was an exhibition of at least 25 art pieces or a large collaborative mosaic was able to be installed in a public space in Duncanville, commemorating the shared learning and mentorship that took place during the project. At Village Tech Schools, learning ends with community sharing. This exhibition would be a pubic event held to share about the journey taken during the project.

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Section 6: Budget

Total Project Budget	4,757.00
Amount requested from the Duncanville Arts Commission/City Council	4,757.00
Please attach a detailed budget	Mosaic_Project_Budget_Dallas.pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- City of Duncanville Vendor Packet (Applications and Forms at the top of this page)

Upload required documents

- W-9 Form for Village Tech (1).pdf
- 2023-10-12 - Vendor Packet - FILLABLE.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature

Name Dawn Wulff

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

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Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251808893945069
DOCUMENT PAGES	3
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 30, 2025 10:41 PM	Signed IP: 2603:8080:5e01:201b:bddb:9bac:

Mosaic Art Project Budget – Dallas, TX

Scaled for School Use with Senior Citizen Participation

1. Materials & Supplies

- Mosaic tiles (200 ft²): $1,200.00
- Adhesive (tile glue): $350.00
- Grout: $150.00
- Tile cutters: $200.00
- Safety goggles: $150.00
- Gloves: $100.00
- Plywood panels: $400.00
- Paint, brushes, misc.: $200.00

Subtotal: $2,750.00

2. Facilities & Equipment

- Installation hardware/tools: $100.00
- School art room use: $0.00

Subtotal: $100.00

3. Documentation & Outreach

- Flyers/Invites (printed): $50.00
- Digital promotion: $0.00

Subtotal: $50.00

4. Celebration / Unveiling

- Refreshments: $200.00
- Decorations: $50.00
- Certificates for students: $50.00

Subtotal: $300.00

5. Senior Citizen Participation Add-On

- Transportation (3–5 trips): $500.00
- Insurance / Liability: $150.00
- Accessibility Supplies: $100.00
- Hospitality (5 visits): $200.00
- Supervision / Coordination: $0.00
- Extra art supplies: $100.00
- Program materials / keepsakes: $75.00

Subtotal: $1,125.00

6. Contingency (10%): $432.50

■ Total Project Budget: $4,757.50

Duncanville Arts Commission

Arts Grant Application – Fiscal Year 2024-2025

Submit completed applications to: arts@duncanvilletx.gov

SECTION 1: GENERAL INFORMATION

Applicant Name (Individual or Organization): Gerald Wise

Project Lead (if different): _____

Mailing Address: 1706 Green Tree Ln

City: Duncanville State: TX Zip: 75137

Phone Number: (214)384-9927

Email Address: Geraldlwise@sbcglovbal.net

Website or Social Media (if applicable): N/A

Are you a first-time applicant? ■ Yes ☐ No

Have you received funding from the Duncanville Arts Commission in the past fiscal year (October 1 to September 30)? ☐ Yes ■ No

SECTION 2: ELIGIBILITY

Check all that apply:

■ Individual Artist
☐ 501(c)(3) Nonprofit
☐ Business Entity
☐ City Department
☐ Duncanville Arts Commission

Do you live or operate a business/studio within Duncanville city limits? ■ Yes ☐ No

SECTION 3: GRANT TYPE

Select the grant category for which you are applying (select one):

☐ Annual Arts Program Grant (nonprofits only)
■ Project Outreach Grant
☐ Public Art Grant

SECTION 4: PROJECT INFORMATION

Project/Event Title: Musical performance

Brief Project Summary (2–3 sentences):

The band is a jazz band that performs popular jazz standards and songs from the Great American Song Book. Band members are made up of two of Duncanville's own plus other professional musicians from the Dallas area.

Project Start Date: Sept 1, 2025

Project End Date: Oct 5, 2025

Location(s): The D.L. Hopkins Senior Center, Duncanville

Is this project open to the public? ■ Yes ☐ No

Admission Fee (if any): Free

SECTION 5: NARRATIVE

Please answer the following questions in no more than 250 words each.

1. Describe the purpose and artistic vision of the proposed project.

   To facilitate music venues that give local musicians additional platforms to perform.
   To have afternoon or early evening events that are family oriented.

2. How will the project serve the Duncanville community and promote public access?

   Music serves as vital components of cultural expression. Many younger generations have little to no exposure to the traditional American art form of Jazz and at the same time many of the older generations lack the opportunity to hear and enjoy this music in a family friendly environment.

3. How will your project promote tourism or economic development within Duncanville?

   Community engagement between the band and audience will foster a greater appreciation for the arts and strengthen local bonds through audience participating with the band through singing.

4. List the individuals and organizations involved in planning or executing the project.

   Gerald Wise

5. Briefly describe your marketing plan.

   The Jazz audience consist of young adults (quite often they have had some experience playing music) and older adults who have grown up around it. The audience who follows local jazz bands and jazz music depend greatly on verbal communication. Also, websites that report on local musical events such as www.labyrinthwalkcoffeehouse.com.

6. How will you evaluate the success and impact of your project?

   The success of our performance will be evaluated by audience response and their interactive communications with the band.

SECTION 6: BUDGET

Total Project Budget: $1,185.00

Amount Requested from Duncanville Arts Commission/City Council: $1,185.00

Matching Funds (cash/in-kind): $0

Please attach a detailed budget.

SECTION 7: REQUIRED DOCUMENTS

- ■ Completed application form
- ■ Narrative responses (Section 5)
- ■ Detailed project budget
- ■ Proof of Duncanville residency or business operation
- ☐ City of Duncanville New Vendor Packet
- ☐ IRS 501(c)(3) determination letter (if applicable)
- ☐ Property owner support letter (for Public Art Grant)
- ■ Portfolio or artistic samples (for individual artists)

SECTION 8: ACKNOWLEDGMENTS

By signing below, I affirm that all information provided is accurate and complete.

Signature: _____ Date: June 17, 2025

Printed Name: Gerald Wise

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name: N/A

Property Address: _____

Signature of Property Owner: _____ Date: _____

Email the completed application and additional documentation to art@duncanvilletx.gov.

Budget:

Rental Space Cost:		
D.L. Hopkins Senior Center		$270.00
2 hours at $135 per hour		
Music Cost:		
Musicians fee		$875.00
7 Musicians at $125.00 each		
Light Snacks and Drinks:		$40.00
Cookies (40 Pack)	$15	
Chips	$15	
Water (2 pack, 8 fl oz)	$10	
Total		$1,185.00

Painting in the Park

Project Grant Proposal

Downtown Gallery & Museum of Art

Brief Project Summary

Painting in the Park is a vibrant outdoor experience where guests can relax and unleash their creativity while painting and sipping in a beautiful park setting. The event features live music, creating a laid-back, artistic atmosphere perfect for connecting with others and enjoying nature.

Project Start Date Fall: 2025

Project End Date Fall: 2025

Location(s) Lakeside Park in Duncanville under and around the large pavillion.

Is this project open to the public: yes

- Section 5: Narrative

Describe the purpose and artistic vision of the proposed project. *

How will the project serve the Duncanville community and promote public access?*

This project will enrich the Duncanville community by offering accessible, engaging, and culturally relevant experiences through art, music, and community gatherings. Events like Painting in the Park and exhibits at the Downtown Gallery and Museum of Art provide creative outlets that bring people together across generations and backgrounds. We ensure that everyone—regardless of income—has the opportunity to participate in the arts. These events promote wellness, social connection, and local pride while activating public spaces and encouraging positive use of parks and the downtown area. vendors, and performers are also given a platform to showcase their talents, boosting visibility and supporting small businesses. Ultimately, this project not only fosters creativity and connection but also helps build a more vibrant, inclusive, and culturally rich Duncanville for all residents.

How will your project promote tourism or economic development within Duncanville?*

The Painting in the Park project will promote tourism and economic development in Duncanville by drawing visitors from surrounding areas to enjoy a unique blend of art, music, and culture in a vibrant outdoor setting. By hosting these events in public spaces, we activate underused areas and highlight Duncanville as a destination for creative and family-friendly experiences. The presence of local artist, food vendors, and small businesses creates opportunities for commerce, while increasing foot traffic to nearby shops, restaurants, and attractions.

Additionally, the project enhances the city's reputation as a cultural hub, encouraging repeat visits, overnight stays, and word-of-mouth promotion that supports long-term economic growth.

List the individuals and organizations involved in planning or executing the project.

The Painting in the Park project is a collaborative effort involving a range of individuals and organizations dedicated to creating an engaging, family-friendly community event. Key contributors include the Project Coordinator, Artist Liaison, Volunteer Lead, and Marketing & Communications Manager, all working together to plan and execute the event. The City of Duncanville and the Duncanville Parks & Recreation Department are instrumental in providing support, space, and necessary permits.

Live entertainment will feature renowned saxophonist whose performance will elevate the atmosphere and draw diverse audiences. Local artists will lead painting stations and showcase their work, while student volunteers and educators from area schools assist in setup and interactive activities.

Community partners such as the Duncanville Chamber of Commerce, Friends of Duncanville Parks, and local businesses will help support the event through sponsorships and vendor participation. Food trucks, vendors, and musicians will create a lively and welcoming environment, encouraging community interaction and economic activity.

This collective effort ensures Painting in the Park is not only a celebration of the arts but also a platform for economic growth and cultural connection within Duncanville.

Briefly describe your marketing plan.*

The marketing plan for Painting in the Park centers on community engagement, visibility, and strategic partnerships to attract local residents and visitors to Duncanville. We will utilize social media platforms—Facebook, Instagram, and TikTok—to share event teasers, behind-the-scenes content, and spotlights on featured artists, vendors, and live performer Christopher "Sax" Mitchell.

An Eventbrite page will be created for easy registration and ticketing, allowing us to track interest, send updates, and collect attendee information for future outreach. Flyers and posters will be distributed at community hubs such as libraries, schools, local businesses, and recreation centers.

We'll partner with the Duncanville Chamber of Commerce, Duncanville Arts Commission, Duncanville City Council, and local sponsors to expand promotion through email newsletters, digital community boards, and in-store displays. The City of Duncanville and the Parks & Recreation Department will also share event details through their official communication channels.

Additionally, we'll submit press releases to local media and list the event on community calendars. Targeted digital ads and cross-promotion with local influencers will help attract attendees from surrounding areas.

This multi-channel strategy is designed to build anticipation, increase participation, and highlight Duncanville as a hub for art, music, and culture.

How will you evaluate the success and impact of your project?*

We will evaluate the success and impact of Painting in the Park – Duncanville at Lakeside through a combination of participant feedback, community engagement, and measurable outcomes. Success will be measured by attendance numbers, participant satisfaction surveys, and social media engagement. We will also track the number of local vendors and artists who participate, as well as community partnerships formed, such as with the Dankovo Arts Commission and the City Council. Additionally, visual documentation (photos/videos) and media coverage will help assess the reach and cultural impact. The ultimate indicator of success will be increased community connection, artistic expression, and requests for future events.

- Section 6: Budget

Total Project Budget*

1. Art Supplies – $4,000

Covers up to 200 participants. Includes pre-sketched canvases, acrylic paints, easels, brushes, palettes, aprons, water cups, table coverings, and supply replenishment.

2. Live Entertainment – $1,500

• (Saxophonist) – $600

• Local Vocalist – $400

• DJ for intermissions and crowd engagement – $500

3. Marketing & Promotion – $800

Includes digital and print marketing: flyers, banners, boosted social media ads, Eventbrite premium listing, and design services.

4. Event Staffing – $1,200

Includes artists, facilitators, volunteers, security, and support staff for event execution.

5. Venue & Permits – $750

Park rental, city permits, event insurance, and equipment delivery access fees.

6. Hospitality – $750

Includes light refreshments, water, snacks, ice, cups, plates, and sanitary supplies.

7. Cleaning Crew & Setup/Breakdown – $675

Professional cleaning services and labor team for full event setup and breakdown.

8. Rental Equipment – $400

Additional tables, chairs, tents, and trash bins.

9. Miscellaneous & Contingency – $200

Reserved for last-minute or unexpected costs.

Amount requested from the Duncanville Arts Commission/City Council* $10,000.00

Rhythms of Culture: Proposed Budget

Below is the proposed budget for the 'Rhythms of Culture' event hosted by Kaylyn Hayes at the Duncanville Amphitheatre. This single-day cultural event will feature music, spoken word, and dance performances. The budget reflects estimated costs for artist compensation, production, marketing, and community engagement.

Category	Description	Estimated Cost
Artist Fees	Lead performer (Kaylyn Hayes)	$1,500
	Guest performers (musicians, dancers, spoken word)	$2,000
Technical Production	Sound system rental, microphones, audio tech	$1,200
	Lighting setup for evening event	$800
Stage & Venue Support	Duncanville Amphitheatre rental (if applicable)	$500
	Event staffing (ushers, stage crew, etc.)	$700
Marketing & Promotion	Flyers, posters, digital ads, social media boosts	$600
	Photographer/videographer for event documentation	$500
Hospitality & Amenities	Performer refreshments, green room, water stations	$250
	Portable restrooms (if needed beyond venue's)	$300
Vendor & Community Engagement	Vendor support (permits, coordination, outreach)	$200
	Community engagement materials (surveys, programs)	$150
Contingency & Insurance	Liability insurance, weather contingency, misc.	$600
TOTAL PROJECTED BUDGET		$9,300

Project Title

Rhythms of Culture: A Celebration Through Music and Voice

Brief Project Summary

Rhythms of Culture is a live performing arts event featuring music, spoken word, and cultural storytelling led by Kaylyn Hayes, a rising voice in contemporary performance. This unique event will highlight the power of sound, rhythm, and identity while offering an inspiring experience that's open to the public at the Duncanville Amphitheatre.

Describe the purpose and artistic vision of the proposed project.

The purpose of Rhythms of Culture is to create an immersive and meaningful artistic experience that celebrates cultural expression, resilience, and connection. The artistic vision is rooted in the fusion of music, poetry, and narrative, expressed through the dynamic performance of Kaylyn Hayes. The show will center on abstract musical arrangements and original spoken word pieces designed to uplift and unify the audience through shared cultural touchpoints. This project is about honoring community stories, promoting artistic excellence, and creating a vibrant, reflective experience for all who attend.

How will the project serve the Duncanville community and promote public access?

The event will be completely free and open to the public, removing financial barriers and creating an inclusive cultural experience. Located at the Duncanville Amphitheatre, it ensures easy access, ADA-compliant seating, and a welcoming environment. The performance offers residents a high-quality, live arts event in their own city, encouraging intergenerational dialogue, local pride, and cultural appreciation. It also creates a positive, family-friendly atmosphere that invites connection and community building through shared artistic enjoyment.

How will your project promote tourism or economic development within Duncanville?

Rhythms of Culture will draw arts enthusiasts from across the metroplex, with targeted marketing reaching neighboring cities and regional arts supporters. The event will create visibility for Duncanville as a hub for creative expression and attract visitors who contribute to local spending at restaurants, cafes, and retail stores. We will invite local food trucks and vendors to participate, offering small businesses a platform to connect with new customers. Long-term, the event supports Duncanville's branding as a destination for high-caliber cultural programming and community-centered arts events.

List the individuals and organizations involved in planning or executing the project.

The event is hosted by individual vocal music artist Kaylyn Hayes. Kaylyn Hayes will serve as the host and lead performer, supported by a curated lineup of musical guests, spoken

word artists, and cultural dancers. The planning team includes event staff and supporting production crew. Additional performances will showcase emerging artists in music, dance, and poetry, creating a well-rounded celebration of culture. Collectively, this group brings expertise in artistic production, community engagement, and event execution.

Briefly describe your marketing plan.

Our marketing strategy includes social media outreach, print materials, email blasts, and collaboration with local organizations. Promotional content will be shared via Instagram, Facebook, and TikTok, including teaser trailers, behind-the-scenes clips, and countdown posts. Press releases will be distributed to local media outlets, and the event will be submitted to regional arts calendars. Flyers will be posted throughout Duncanville and neighboring areas, and partnerships with small businesses will help spread the word. Kaylyn Hayes will also promote the event through her personal and professional platforms to reach a broader audience.

How will you evaluate the success and impact of your project?

We will evaluate the project's success through attendance numbers, audience feedback, and media/social media engagement. Surveys will be offered to guests post-event to gather qualitative and quantitative insights. Metrics such as reach, shares, and comments will be analyzed across platforms. We'll also track how many local vendors were supported and assess the economic ripple effect for surrounding businesses. Finally, we will document audience testimonials, highlight moments, and community reactions to measure how effectively the project inspired cultural pride and connection.

Duncanville Arts Commission

Arts Grant Application – Fiscal Year 2024-2025

Submit completed applications to: arts@duncanvilletx.gov

SECTION 1: GENERAL INFORMATION

Applicant Name (Individual or Organization): Pink Diamonds Survivors of Cancer, Inc.

Project Lead (if different): ____ Linda Lydia

Mailing Address: ___ 1332 Bow Creek Dr.

City: __Duncanville TX 75116

Phone Number: ___ 214 674 5887

Email Address: __ pinkdiamondssoc@gmail.com

Website or Social Media (if applicable): _____

pinkdiamondssoc.org

_____

Are you a first-time applicant? ☒ Yes ☐ No

Have you received funding from the Duncanville Arts Commission in the past fiscal year (October 1 to September 30)? ☐ Yes ☒ No

SECTION 2: ELIGIBILITY

Check all that apply: ☐

Individual Artist

☒ 501(c)(3) Nonprofit

☐ Business Entity

☐ City Department

☐ Duncanville Arts Commission

Do you live or operate a business/studio within Duncanville city limits? ☒ Yes ☐ No

SECTION 3: GRANT TYPE

Select the grant category for which you are applying (select one):

☒ Annual Arts Program Grant (nonprofits only)

☐ Project Outreach Grant

☐ Public Art Grant

SECTION 4: PROJECT INFORMATION

Project/Event Title: __ Rhythm of the Heartbeat Dance Experience

Brief Project Summary (2–3 sentences):
The event will feature various dance forms to promote health & wellness among our community members. Dance is an excellent means of cardiac engagement for all ages. Pink Diamonds has a mission of providing health awareness and exercise events that are free and open to the public.

Project Start Date: _____ 9/6/2025

Project End Date: _____ 9/6/2025

Location(s): _____
Armstrong Park Amphitheater

Is this project open to the public? ☒ Yes ☐ No

Admission Fee (if any): ____ free

SECTION 5: NARRATIVE

Please answer the following questions in no more than 250 words each.

1. Describe the purpose and artistic vision of the proposed project.
   The event will provide various forms of dance to promote health and wellness for the participants and attendees. The Pink Diamonds have a history of community health fairs and bike rides that are free and open to the public. All funds raised are used to provide treatment and research for breast cancer survivors. This event will feature small business vendors and healthy food options.
2. How will the project serve the Duncanville community and promote public access?
   We will provide cardiac entertainment and healthy options for our community free of charge. The Armstrong Park is central to our city and surrounding areas. The dance is an art form that enhances the lives of the young and old while providing an opportunity for more community interaction. Celebrate dance, culture, and community

3. How will your project promote tourism or economic development within Duncanville?

   During our last line dancing event in Dallas we had over 200 participants and individuals came from far away as Sherman. This was accomplished without promotions outside of the Dallas area. We will be promoting this event statewide. The Armstrong Park is central to our city and surrounding areas. Social media and various groups and organizations will help with the promotion.

4. List the individuals and organizations involved in planning or executing the project.

   -Parkland Ambassadors
   -Janis Dunn- DELTA sorority
   -Linda Lydia- Founder of Pink Diamonds
   -Mark Cooks- Frost Bank
   -Councilwoman Karen Cherry
   -Linder Lance- Communication Specialist

5. Briefly describe your marketing plan.

   Digital media, Influencers & community outreach, flyers & posters, collaboration with schools & organizations, local businesses, media & PR
   Social Media (IG, FB, TikTok) Countdown posts, reels, behind-the-scenes, sponsor shoutouts
   Event Page (FB + Website) Include RSVP/ticket link, description, directions, FAQ
   Email Campaigns Send Save the Date, Performer Highlights, Final Reminder

6. How will you evaluate the success and impact of your project?

   Success will be gaged by Attendance vs. goal, email sign-ups, social media reach & engagement, Press/media features, and on site feedback.

SECTION 6: BUDGET

Total Project Budget: $_____ 5800.00

Amount Requested from Duncanville Arts Commission/City Council: $_____ 3000.00

Matching Funds (cash/in-kind): $_____ -

0Please attach a detailed budget.

SECTION 7: REQUIRED DOCUMENTS

☐x Completed application form

x☐ Narrative responses (Section 5)

x☐ Detailed project budget

☐x Proof of Duncanville residency or business operation

☒ City of Duncanville New Vendor Packet

☐ IRS 501(c)(3) determination letter (if applicable)

x☐ Property owner support letter (for Public Art Grant)

☐ Portfolio or artistic samples (for individual artists)

SECTION 8: ACKNOWLEDGMENTS

By signing below, I affirm that all information provided is accurate and complete.

Signature: _____ Date: __ 6/12/25

Printed Name: ____ Linda Lydia

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name: _____

Property Address: _____

Signature of Property Owner: _____ Date: _____

Email the completed application and additional documentation to art@duncanvilletx.gov.

Pink Diamonds Survivors of Cancer presents

Rhythm of the Heartbeat Dance Experience

September 6, 2025
Armstrong Park Amphitheater
Budget

Item	***Cost Estimate***
Flyers/ Push Cards & Posters	***$800.00***
Banners	***$400.00***
Social Media Ads	***$600.00***
Art Work for Print Material	***$300.00***
Influencers Promo	***$300.00***
Email Platform (mailchimp & others	***$200.00***
Photographer for event	***$400.00***
Sound System	***$400.00***
DJ for dancers	***$500.00***
Promotional items for dancers	***$600.00***
Food for presenters	***$300.00***
Advertising in trade magazines	***$300.00***
Site Usage	***$200.00***
Miscellaneous	***$500.00***
Total	***$5,800.00***

JotformSIGN | Document ID: 251798852943070

Duncanville ARTS Commission

Sunday, June 29, 2025

Arts Grant Application

Section 1: General Information

Applicant Name (Individual or Organization)	Bria Maiden
Mailing Address	1519 S. Greenstone Lane Duncanville, TX, 75137
Phone Number	(214) 263-0522
Email	briamadeit@gmail.com
How do you prefer to be contacted?	Email

Website or Social Media (if applicable)

supafly.online
Instagram: @supafly.studio

Are you a first-time applicant?	Yes

Section 2: Eligibility

Check all that apply:	Individual Artist
Do you live or operate a business/studio within Duncanville, TX city limits?	Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one):	Single Project Support Grant

Section 4: Project Information

Project/Event Title	Supafly Studio

Brief Project Summary (2-3 sentences)

SupaFly is a Hip Hop-based arts initiative that empowers youth and communities through dance, creativity, and cultural expression. Rooted in authenticity and healing, it creates safe spaces for connection, growth, and celebration.

Project Start Date	Monday, September 8, 2025

Jotform SIGN | Document ID: 251798852943070

Project End Date	Saturday, December 20, 2025
Location(s)	The Old Rail Station
Is this project open to the public?	Yes
Admission Fee (if any)	10

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

SupaFly is a creative movement rooted in Hip Hop, using the arts to build community and empower youth. Its name—Sharing Universal Purpose Authentically, Feeling Like Ya-Self—reflects its mission to create safe, expressive spaces where everyone feels seen and celebrated.

Blending Hip Hop dance with social-emotional learning and mental health awareness, SupaFly goes beyond performance. It honors freestyle, collaboration, and Hip Hop's roots while pushing creative boundaries.

Through performances, workshops, and pop-up events, SupaFly brings people together through art, culture, and connection.

How will the project serve the Duncanville community and promote public access?

SupaFly will serve the Duncanville community by offering accessible, culturally rooted arts programs that center Hip Hop as a tool for expression, healing, and connection. Through weekly classes, seasonal performances, and pop-up events, SupaFly will provide consistent, creative outlets for youth and families.

To promote public access, SupaFly will offer free or low-cost classes, open community events, and sliding-scale pricing. Partnerships with schools, rec centers, and local nonprofits will help reach underserved areas. A future SupaFly van will bring mobile programming directly to neighborhoods.

The space will also host open mics, art shows, and community forums, creating a creative hub for local voices. With a focus on mutual aid and mental wellness, SupaFly will build a space where everyone feels seen, supported, and inspired.

In short, SupaFly will uplift Duncanville by making the arts accessible, relevant, and rooted in community.

How will your project promote tourism or economic development within Duncanville?

SupaFly will help position Duncanville as a vibrant cultural destination by hosting high-energy dance showcases, art events, and community festivals that attract visitors from surrounding cities and states. These events will spotlight local talent and businesses, encouraging foot traffic to nearby restaurants, shops, and venues.

By offering creative youth programs, artist residencies, and workshops, SupaFly will also draw teaching artists, performers, and collaborators from across the country. Its future SupaFly van and mobile pop-ups will promote Duncanville's creative scene beyond city limits, inviting visitors to experience the energy firsthand.

SupaFly's presence will support local economic growth by creating jobs for instructors, artists, and event staff, while generating ongoing partnerships with small businesses and schools. As SupaFly gains recognition through social media and performances, it will boost Duncanville's reputation as a hub for arts, innovation, and youth empowerment—drawing in families, creatives, and supporters looking to engage with an authentic and inspiring cultural movement.

Jotform SIGN | Document ID: 251798852943070

List the individuals and organizations involved in planning or executing the project.

Tim Maiden, The Old Rail Station, 2 Inspire Peace

Briefly describe your marketing plan.

SupaFly's marketing plan will focus on community engagement, word-of-mouth promotion, and strategic partnerships. By collaborating with local schools, businesses, and city events, SupaFly will build trust and visibility within the Duncanville community. Marketing materials will highlight performances, student success stories, and the artistic process, including costumes, choreography, and events. Funding will support costumes, sound equipment, and labor needs such as instructors, videographers, and event staff to ensure high-quality experiences.

How will you evaluate the success and impact of your project?

1. Surveys & Reflections: Use short forms after programs asking about confidence, creativity, or connection to community.
2. Track class, workshop, and event attendance.
3. Monitor how many return for multiple classes or sessions.

Section 6: Budget

Total Project Budget	$20,000
Amount requested from the Duncanville Arts Commission/City Council	$15,000
Please attach a detailed budget	Download SupaFly_Grant_Budget_Req... .pdf

Section 7: Required Documents

Document Checklist

- Completed application form
- Narrative responses (Section 5)
- Detailed project budget (Section 6)
- Proof of Duncanville residency or business operation
- Portfolio or artistic samples (for individual artists)

Upload required documents

Supafly20Pitch20Link.pdf.pdf

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

JotformSIGN | Document ID: 251798852943070

Signature

Name Bria Maiden

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Signature

Jotform SIGN

Audit Trail

TITLE	Arts Grant Application
DOCUMENT ID	251798852943070
DOCUMENT PAGES	4
STATUS	COMPLETED
TIME ZONE	America/Chicago

DOCUMENT HISTORY

	Signed	Jun 29, 2025 10:28 PM	Signed IP: 2600:1700:1b21:570:285e:2532:4

SupaFly Grant Budget Request - $20,000

Category	**Item Description**	**Cost**
Personnel		
Teaching Artists (2)	$50/hr x 2 artists x 2 hrs/week x 20 weeks	$4,000
Event Staff Support	Assistant, setup crew, day-of staff (3 events)	$1,000
Videographer/Photographer	Documenting 3 events + editing	$1,000
Costumes & Performance Gear		
Custom Costumes	For 20 youth dancers x $50 each	$1,000
Accessories & Props	Shoes, hats, etc.	$500
Costume Storage Materials	Bins, racks, labels	$250
Equipment & Supplies		
Sound System Upgrade	Portable speaker, mic, and cables	$1,000
Dance Mats & Flooring	Portable mats for pop-up and indoor spaces	$1,000
Art Supplies	Spray paint, sketchbooks, posters	$500
Marketing Materials	Flyers, banners, printed programs	$500
Program Development		
Curriculum Design Stipend	Design SEL + Hip Hop-aligned lessons	$1,000
Workshop Supplies	Journals, reflection cards, mutual aid tools	$250
Incentives for Youth	T-shirts, snacks, stipends	$500
Space & Transportation		
Studio Rental Support	$50/hr x 2 hrs/week x 20 weeks	$2,000
SupaFly Van Operations	Fuel + maintenance	$1,000
Administrative & Insurance		
Insurance & Liability	Event and instructor insurance	$750
Admin Support/Contingency	Supplies, scheduling, emergency costs	$750
TOTAL REQUESTED		$20,000

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed $170,000, subject to the appropriation of funding by City Council.

Vision Statement:

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

Pillar:

- **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:
Victor M. Barrera, Economic Development Director
Mark Rauscher, Assistant City Manager - Community

BACKGROUND/HISTORY:
For the last year, the Planning Department has experienced challenges in remaining fully staffed. After my arrival in July 2024, my assistance was requested to support the department's case load, and eventually, department leadership. From December 2024 to early 2025, attempts were made to fill the vacant Assistant Director position but were unsuccessful. In March 2025, the Planning Technician resigned, leaving the Planning Department with no staff. Various members of the Economic Development team served to fill the gap in services to residents and the development community. Several solutions were explored, and a staffing firm was consulted to obtain candidates to fill temporary planning roles. Candidates selected declined the offers, further creating difficulties with continuation of planning services for the city.

Due to ongoing delays, it was determined that Olsson was the best option to fill in until the vacancies were filled, as they had already been contracted to assist the Planning Department on an existing project. Over the past few months, the Olsson team has served as in-person and remote support for

business owners, and residents, providing assistance with reviewing permit applications, Certificate of Occupancy approval requests, and managing various zoning applications. Additionally, the team conducted training sessions for the Planning and Zoning Commission. There are three Olsson team members working together to meet the requested service level, thus ensuring that projects move forward and inquiries are managed in a timely manner.

One of the planning vacancies has been filled (Assistant Planning Director) and the process of filling another position (Planner I) is underway. As a result, the continued use of Olsson's services will be ending in late August. Since these service costs have accumulated over the past months, and have exceeded the $50,000 procurement threshold, staff is presenting this item to City Council for authorization of expenses, in addition to a sole source procurement approval.

The total estimated cost for these services is expected to be $170,000, which will be paid for from salary and training savings in Planning, City Administration, and Streets.

01036401-700450 (Planning) - $170,000

Currently, payment of invoices for up to $49,999 have been processed to avoid any late fees or additional processing costs.

POLICY EXPLANATION:
The costs for these services are being paid for by salary and training cost savings in Planning, City Administration, and Streets.

FUNDING SOURCE:

ORG and Object Number
01036401-700450 (Planning) - $170,000

Available Budget	Purchase Amount	After Encumber
$170,000.00	$170,000.00	$0.00

ACTION ALTERNATIVES:
1. Approve Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed $170,000, subject to the appropriation of funding by City Council.
2. Deny Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed $170,000.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-509 - Sole source procurement for Olsson Planning and Design
Olsson - Sole Source Memo (1)
Olsson Contract

RESOLUTION NO. 2025-509

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A SOLE SOURCE PROCUREMENT WITH OLSSON PLANNING AND DESIGN FOR PLANNING SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED $170,000, SUBJECT TO THE APPROPRIATION OF FUNDING BY CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, has determined that there is a need for professional planning support services to assist with projects related to land use, zoning, and strategic community development; and

WHEREAS, Olsson Planning and Design has unique qualifications and expertise specific to the needs of the City and has previously provided planning services that require continuity and consistency in execution; and

WHEREAS, the City has determined, in accordance with the Texas Local Government Code and applicable procurement policies, that the procurement of planning support services from Olsson Planning and Design qualifies as a sole source procurement due to proprietary knowledge, specialized experience, and the need for seamless integration with prior and ongoing work; and

WHEREAS, the total cost of such services is not to exceed $170,000.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed $170,000, subject to the appropriation of funding by City Council.

SECTION 2. The City Manager is hereby authorized to execute any and all agreements, statements of work, or other documents necessary to carry out the intent of this Resolution.

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

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

City of Duncanville
203 E. Wheatland Rd
Duncanville, TX 75116
972.780.5089 P | 972.780.5089 F
www.duncanvilletx.gov

Memo

Date	July 29, 2025
To	Mayor and Council
Approved	Richard Abernathy, Interim City Manager
Thru	Mark Rauscher, Assistant City Manager
Thru	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer
From	Victor Barrera, Director – Economic Development
Subject	Sole Source for Olsson Planning and Design // Services and Support

Request:

Approve a sole source procurement with Olsson Planning and Design for planning staff augmentation and case review.

Justification:

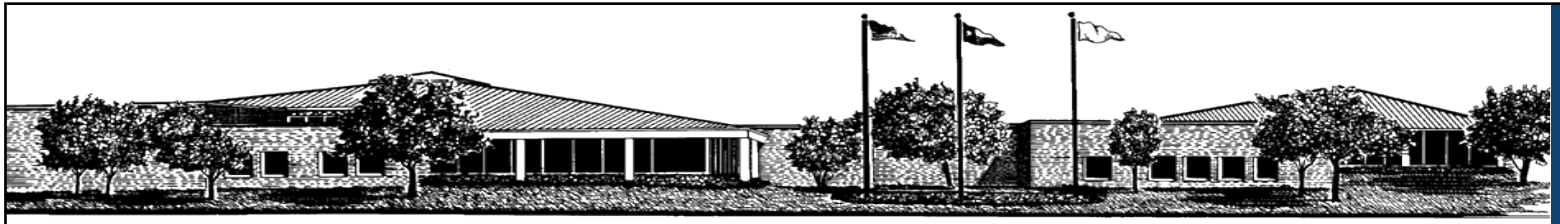
For the last year, the Planning Department has experienced challenges in remaining fully staffed. After my arrival in July 2024, my assistance was requested to support the department's case load, and eventually, department leadership. From December 2024 to early 2025, attempts were made to fill the vacant Assistant Director position. In March 2025, the Planning Technician resigned, leaving the department with no staff. Various members of the Economic Development team served to fill the gap in services to residents and the development community. Several solutions were explored, and a staffing firm was consulted to obtain candidates to fill temporary planning roles. Candidates selected declined the offers, further creating difficulties with continuation of planning services for the city. Due to ongoing delays, it was determined that Olsson was the best option to fill in until the vacancies were filled, as they had already been contracted to assist the Planning Department on an existing project.

Over the past few months, the Olsson team has served as in-person and remote support for business owners, and residents, providing assistance with reviewing permit applications, Certificate of Occupancy approval requests, and managing various zoning applications. Additionally, the team conducted training sessions for the Planning and Zoning Commission. There are three Olsson team members working together to meet the requested service level, thus ensuring that projects move forward and inquiries are managed in a timely manner.

One of the planning vacancies has been filled (Assistant Planning Director) and the process of filling another position (Planner I) is underway. The continued use of Olsson's services will be coming to an end in late August. Since these service costs have accumulated over the past months, and have exceeded the $50,000 procurement threshold, staff is presenting this item to City Council for authorization of expenses in addition to a sole source procurement approval.

The total estimated cost for these services is expected to be $170,000, which will be covered by salary and training savings from Planning, City Administration, and Streets.

Currently, payment of invoices up to $49,999 have been processed to avoid any late fees or additional processing costs.



City of Duncanville

Duncanville
City of Champions

1

OLSSON SUPPORT SERVICES

AUGUST 19, 2025

MARK J. RAUSCHER, ASSISTANT CITY MANAGER

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

Timeline

- November 2024 – Work Order #1 Authorized
  - Zoning Analysis for LifeSchool Project – 1000 East Danieldale Rd.
  - Schedule (Nov. 2024 – Dec. 2024)

- March 2025 – Work Order #2 Authorized
  - Planning Staff Augmentation and Case/Permit Review
  - March 2025 – Dec. 2025 (or until vacancies filled)

Invoices and Budget

Invoice #	Date Received	Amount	Pay Status
523528	12/16/2024	$ 4,433.25	PAID
526962	1/17/2025	$ 1,329.50	PAID
533554	4/16/2025	$ 6,762.17	PAID
539109	5/22/2025	$ 31,497.40	PAID
540213	6/17/2025	$ 49,653.46	UNPAID
545146	7/21/2025	$ 31,604.19	UNPAID
		$ 125,279.97	**TOTAL OLSSON COSTS TO DATE**
		$ 32,000.00	AUGUST INVOICE FORECAST SPEND
		$ 12,000.00	SEPTEMBER INVOICE FORECAST SPEND
		$ 169,279.97	**TOTAL OLSSON FINAL COSTS**

BUDGET SOURCE

$170,000 Salary and Training Savings from General Fund

City of Duncanville

Duncanville
City of Champions

Next Steps

- Council approval of Olsson contract as a sole source procurement in an amount not to exceed $170,000
- Process and pay June and July invoices ASAP
- Complete recruitment and onboarding of new City Planner position
  - Phase out Olsson contract this week.

City of Duncanville

Duncanville
City of Champions

THANK YOU

Any questions?

City of Duncanville

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider Resolution 2025-516 approving the revisions to the Duncanville Community and Economic Development Corporation (DCEDC) Policy Statement and Guidelines for Economic Development Incentives

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:
The City of Duncanville is committed to the recruitment, promotion and retention of sustainable business establishments in all parts of the City. The City of Duncanville and the Duncanville Community and Economic Development Corporation (DCEDC) will give consideration to providing grants, loans, and tax incentives to encourage economic development in Duncanville. It is the policy of the City of Duncanville that said consideration will be provided in accordance with the procedures and criteria outlined in the DCEDC's Policy Statement and Guidelines for Economic Development Incentives.

The proposed revisions reflect a strategic shift in both the prioritization and allocation of public funds. Project activities and capital investment associated with business attraction, retention and expansion are identified as strategic uses of grant funds.

The policy revisions included in the latest version of the policy statement and guidelines include:

- Merger of “Property Tax Incentives” and “Sales Tax Rebates” to new section titled “Property and Sales Tax Incentives”
- Merger of “Economic Development Cash Grants” and “Business Retention and Expansion Cash Grants” to new section titled “Economic Development Forgivable Loans”
- Removal of “Commercial and Residential Demo, Redevelopment, and Reuse Program” section
- Removal of “Definitions” no longer applicable to policy
- Notable revisions focused on the **Design Incentive Grant Program**:
    - Creating a matching grant structure-50% of financial responsibility remains with applicant
    - NEW maximum grant award amounts per applicant
    - The addition of participation requirements that include:
        - A requirement of a business plan, marketing plan, and a copy of Texas Sales and Use Tax Certificate.
        - A review of business tax filings, tax payment and license status, business licensing, code compliance activity, citations, fines and accessible business reviews
    - A NEW application period for each fiscal year, between December 1st and March 1st.
    - Revision of the incentive application- renaming to “Design Incentive Grant Application”
    - Will only be used to apply for the 6 types of Design Incentive Grants- Paint, Signage, Landscape, Facade, Pavement, Infrastructure

The current policy was adopted by the DCEDC on June 22, 2022, and subsequently approved by the Duncanville City Council on July 19, 2022.

POLICY EXPLANATION:
the Board of Directors of the Duncanville Community and Economic Development Corporation (DCEDC) approved the revisions to the Policy Statement and Guidelines for Economic Development Incentives on July 28, 2025.

The revised Incentive and Grant Policy and Guidelines requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Approval of Resolution 2025-516.
2. Denial of Resolution 2025-516.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-516 - Revised DCEDC Incentive and Grant Policy and Guidelines and Exhibit A
Revised DCEDC Grants and Incentive Policy Statement and Guidelines PPT

RESOLUTION NO. 2025-516

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE REVISIONS TO THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION'S INCENTIVE AND GRANT POLICY STATEMENT AND GUIDELINES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Duncanville Community and Economic Development Corporation (DCEDC) approved a revision to the DCEDC's Incentive and Grant Policy Statement and Guidelines on July 28, 2025; and

WHEREAS, the revised Incentive and Grant Policy Statement and Guidelines will allow the DCEDC to better align its Incentive Programs with the Corporation's objectives to strategically enhance economic growth throughout the city; and

WHEREAS, it appears that the revisions are appropriate and are in the best interest of the Board of Directors for the Duncanville Community and Economic Development Corporation.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves Resolution 2025-516 approving the revised Incentive and Grant Policy Statement and Guidelines, of the Duncanville Community and Economic Development Corporation, attached hereto as Exhibit A.

SECTION 2. The City Council of the City of Duncanville, Texas directs the City Manager, or his designee, to execute all appropriate documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION POLICY STATEMENT AND GUIDELINES

FOR

ECONOMIC DEVELOPMENT GRANTS AND TAX INCENTIVES

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Adopted by:
DCEDC
07/28/2025
City Council
xx/xx/xxxx

I. GENERAL PURPOSE AND OBJECTIVES

The City of Duncanville is committed to the recruitment, promotion and retention of sustainable business establishments in all parts of the City. The City of Duncanville and DCEDC will consider providing grants and tax incentives as an incentive for economic development in Duncanville. The policy guidelines set forth in this document are established as a strategic effort to develop and expand the local economy by encouraging private sector investments that expand the City's economic base, diversify the local economy and provide job opportunities for residents. This shall be accomplished by targeting and identifying projects that create additional revenue streams for the City without substantially increasing the demand for City services and infrastructure. This economic development incentive toolkit is intended for use as a gap financing tool of last resort. The use of economic development incentive funds is primarily targeted for projects facing extraordinary impediments to development despite offering significant economic impact and enhancement to the surrounding neighborhood and community.

It is the policy of the City of Duncanville nothing herein shall imply or suggest that neither the City of Duncanville nor the Duncanville Community and Economic Development Corporation (DCEDC) is under any obligation to provide a grant or tax incentive agreement to any applicant. All applications shall be considered on a case-by-case basis. **The Duncanville City Council has final approval of all incentive agreements.**

II. DEFINITIONS

A. **"**Abatement" means the full or partial exemption of ad valorem taxes for eligible properties in a reinvestment zone designated as such for economic development purposes.

B. "Agreement" means a contractual agreement between a property owner and a taxing jurisdiction for the purpose of tax abatement, rebate, or grant.

C. "Expansion" means the addition of buildings, structures, fixed machinery, or equipment to be in service in a facility.

D. "Facility" means property improvements completed or in the process of construction, which together comprise an integral whole.

E. "Modernization" means the replacement and upgrading of existing facilities, which increases the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of reconditioning, repairing, refurbishing, or completion of deferred maintenance.

F. "New facility" means a property previously undeveloped that is placed into service by means other than expansion or modernization.

G. "Full Time Job" means employment is presumed to be at least 35 hours per week.

H. "Incentive" is any payment or concession used to stimulate business expansion, modernization, redevelopment, or attraction of new businesses.

I. "Sales and Use Tax" means the City's 1.5% and the DCEDC's 0.5% sales and use tax.

J. "Sales Tax Receipts'' means the City's and DCEDC's receipts from the State of Texas from the collection of sales and use tax by Duncanville businesses.

K. "Rebate" means an incentive in the form of a property or sales tax rebate for generating business under the terms of a development/grant agreement with the DCEDC outlining the percentage, amount and terms of the grant payment.

III. AUTHORIZATION

Any request for a grant, sales tax rebate, or tax abatement shall be reviewed and approved by the City Council. The Duncanville Community and Economic Development Corporation (DCEDC) will make recommendations to the City Council when appropriate as set forth in the following document.

IV. EVALUATION CRITERIA

DCEDC's recommendations and the City Council's approval shall be based upon, but not limited to, an evaluation of the following criteria.

Capital Investment

Applications for business incentives for project activities related to relocation, rehabilitation, expansion or new construction must provide evidence of private financing, equity, cash or other project funding as part of the capital stack of sources.

- The City of Duncanville and DCEDC **will not** approve incentive awards for **more than 49 %** (percent) of total project costs.

Employment Impact

Projects should have a positive impact on the labor pool in the City of Duncanville and provide opportunities for full time employment.

- How many full-time jobs will be created or retained?
- What industry or professional designation are the jobs created/retained?
- What will the total annual payroll be?
- What will be the average salaries of the employees and management?

Fiscal Impact

Incentive and funding requests should be evaluated based on a financial cost-to-benefit calculation. Projects should have a positive impact on the tax base of Duncanville by demonstrating a net increase in property value, sales tax revenue, and increase in the daytime population within the City's commercial corridors.

- What impact does the incentive or funding request have on the fiscal year operating budget?
- How much real and personal property value will be added to the tax rolls?
- How much direct sales tax and hotel occupancy tax will be generated?
- Based on the generation of new revenue, how many years will the investment be recaptured by the City as a cost-to-benefit calculation?
- How will this project affect existing businesses and/or office facilities?
- What public infrastructure improvements are being proposed as part of the project?
- Does the project increase the occurrence of tourism and commerce in the City of Duncanville?

Community Impact

Projects seeking economic development incentives and grant awards should demonstrate tangible alignment with the comprehensive plan goals for the City of Duncanville and should not have an adverse social impact on the neighborhood character and overall quality of life for existing businesses and residents.

- What effect will the project have on the local housing market?
- What environmental impact, if any, will be created by the project?
- Does the project feature sustainable design & development principles?
- What impact does the project have on existing vehicular traffic flow?
- What community stakeholders and coalitions are in support of the proposal?
- What adverse conditions or potential concerns have been identified by vocal or potential opponents to this proposal?

Additional Considerations

- What funds are available to the DCEDC for the current year as well as future years?
- Does the project support the strategic plan of the DCEDC?
- What other future projects are being proposed?

V. INCENTIVE AND GRANT OVERVIEW

Any person, organization, or corporation desiring the City or DCEDC to consider providing

tax abatements, rebates, or other incentives to encourage location or expansion of operations within the city limits of Duncanville, Texas shall be required to comply with the following procedural guidelines.

The design of a total incentive package is intended to allow maximum flexibility in addressing the unique aspects of each applicant, while enabling the City to better respond to the changing demands and needs of the community. The City and the DCEDC will consider providing any type of economic development incentives not prohibited by state or federal law.

VI. TYPES OF ECONOMIC DEVELOPMENT INCENTIVES

The City Council and/or DCEDC may consider criteria other than that set forth in these guidelines, including but not limited to, such matters as the relative degree to which the project/applicant furthers the goals and objectives of the community or meets or compliments a special need identified by the City or the DCEDC.

- Chapter 380 Agreements

  Chapter 380 of the Local Government Code authorizes municipalities to offer incentives designed to promote economic development such as commercial and retail projects. Specifically, it provides for offering loans and grants of city funds or services at little or no cost to promote state and local economic development and to stimulate business and commercial activity.

- Type B Economic Development Corporation

  Texas Type B Economic Development Corporations are permitted to use sales tax dollars for any project under Type A rules as well. Qualified expenditures include, but are not limited to, funding for land, buildings, equipment, facilities, expenditures, targeted infrastructure improvements sports and athletic facilities, tourism, entertainment, convention, parks, retail, and restaurants are also included.

- Property and Sales Tax Incentives

  Property and sales tax incentives, including tax abatements and rebates, could be available for the construction of new facilities and structures and the expansion or modernization of existing facilities and structures. For new Duncanville businesses or expansion of existing businesses, the City and/or the DCEDC may contract with an applicant to provide an economic development incentive based on a negotiated percentage of the sales and use tax receipts generated by the local business and received by the City and the DCEDC.

  The applicant, by contract or agreement, will be required to provide a sales tax certificate setting forth the applicant's collection of sales and use tax for the sale of taxable items at the applicant's Duncanville business for the previous twelve calendar month period, together with such supporting documentation as required by the City and

the DCEDC. The City Council will have final approval of all incentive agreements.

- Cost Participation in Infrastructure and Waiver of Development Fees

  The City and/or the DCEDC may, by contract, agree to participate in the cost of the extension, construction, or reconstruction of public infrastructure necessary for the development of a project. In addition, the City may approve the waiver of permit and development fees.

- Economic Development Forgivable Loans

  On a case-by-case basis, the City and/or the DCEDC may, by contract, award forgivable loans to new, expanding and relocating companies which are proposing to make a new capital investment in Duncanville. Existing Duncanville businesses operating within City limits for at least three (3) years that are at risk of relocating or expanding business operations outside of Duncanville are also eligible. Loans will be evaluated based on several factors including, annual budget and workplan, strategic location and nature of the project, proposed capital investment and job creation/retention, capacity and reputation of the business owner or company. Analysis of loan requests and recommendations for approval will also be done by evaluation of the project's alignment with the comprehensive plan goals, corridor plans or strategic initiatives in place as evidence of potential support from the surrounding community and local stakeholders. These loans may be used for facility renovation, site preparation, engineering studies, or any other use needed by a new, expanding or relocating business.

- Freeport Exemption Incentive

  The City of Duncanville has not adopted the Freeport Exemption as provided by the Texas Constitution, Article VIII, Section 1-j and section 11.251 of the Tax Code. The City instead adopted a model form of the agreement. The City may grant a new business that relocates to the City of Duncanville an equivalent of the Freeport Exemption for its property if the business receives a Freeport Exemption from Dallas County and/or the Duncanville Independent School District. The City may condition the incentive upon the creation of employment, construction of improvements, certain development, continued operations for a stated period, or other public considerations.

- Design Incentive Grant Program

  The Design Incentive Program consists of six different grants that include paint, signage, landscaping, façade, pavement, and infrastructure. Design Incentive Program grants are awarded on **a matching basis,** with a cap amount designated for each award category. The DCEDC may provide financial assistance **up to fifty percent** of the project cost. Fifty percent of the financial responsibility will remain with the applicant.

General Participation Requirements

1. Applicant buildings must be subject to property taxes.

2. Applications must be submitted and received by the DCEDC or City Staff before the project is started.

3. All applications must include a business plan, marketing plan, and a copy of the Texas Sales and Use Tax Certificate issued to the business.

4. All applicants must make a goodwill effort to provide three bids for the work they are requesting incentive or grant assistance for. A goodwill effort must also be made to procure bids locally from a Duncanville business.

5. The approved project must be completed within six (6) months of the City Council approval date, or the applicant will be required to present a project update to the DCEDC Board.

6. A review of tax filings, tax payment and license status, business licensing, code compliance activity, citations, fines and accessible business reviews shall be conducted by staff and included in the staff report in support of recommendations for funding requests.

7. All projects must comply with all local ordinances and state and federal laws.

8. All applications must include rendering, swatches, and/or samples.

9. **Design Incentive Program applications must be submitted and approved before work commences.**

- Paint Grant
  Maximum Grant Amount: $7,500.00

  The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint. The following details outline the grant specifics.

  i. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
  ii. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
  iii. New construction projects are not eligible.
  iv. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

- Signage Grant
  Maximum Grant Amount: $5,000.00

  Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.

  1. Eligible costs include: Sign, labor costs, sign permit fee.

- Landscape Grants
  Maximum Grant Amount: $10,000.00

  Landscape Grants were established to support the City's commitment to enhancements to public greenspace, pedestrian paths and curb appeal within gateway entrances to the City, targeted districts including Downtown and active commercial corridors.

  i. Eligible costs include: Materials, labor costs, permit/tap fees.
  ii. Plants must be perennials.
  iii. Drought tolerant and/or Texas native plants are encouraged.
  iv. Properties are only eligible every five (5) years for a landscaping grant unless special circumstances arise.

- Façade and Architectural Improvement Grants
  Maximum Grant Amount: $10,000.00

  The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville. The DCEDC will consider Façade and Architectural Improvement Grants that eliminate blight, enhance the façade and beautifies the building and surrounding area.

- Pavement Grants
  Maximum Grant Amount: $25,000.00

  The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations. Several of our suburban retail centers have an abundance of surface parking which generates significant stormwater runoff and contributes to an increase of surface heat during the summer months. The DCEDC shall consider grant applications for commercial redevelopment projects that include the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance. Pavement grants may also be considered for projects looking to reconfigure traffic flow, parking and outdoor amenities to increase usable site area for mixed use residential and commercial development and investment.

- Infrastructure Grants
  Maximum Grant Amount: $20,000.00

  Type B EDC's may assist in the development of infrastructure that has a public benefit. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

  Attach the following documentation to the application:
  i. Stamped engineering plans that outline in detail the scope of work.

DESIGN INCENTIVE PROGRAM APPLICATION PERIOD

The application period for business design incentive grants for each fiscal year is between **December 1st and March 1st.** The DCEDC and City of Duncanville are not obligated to provide financial incentive assistance.

DESIGN INCENTIVE PROGRAM APPLICATION PROCEDURE

1. Applicant shall complete the Design Incentive Grant Application and accompanying documentation required under the 'General Participation Requirements' section of this policy. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

2. Applications must be submitted to the attention of the Duncanville Community and Economic Development Corporation. Applications may also be submitted via email to eco@duncanville.com or by hand-delivery to Duncanville City Hall, 203 E. Wheatland, Duncanville, TX 75116.

3. Upon the Economic Development Department's receipt of all needed information, and it is determined the project qualifies for the consideration of an incentive, copies of the completed application and staff comments will be provided to the DCEDC.

4. Once approved by the DCEDC, a presentation will be made to City Council for the consideration of an incentive grant as outlined in this policy.

5. The Duncanville City Council may consider adoption of a resolution or ordinance approving the terms and conditions of an incentive grant agreement between the City, DCEDC, and the applicant as outlined in this policy.

6. Approved incentive grant funding is disbursed on a reimbursement basis after work has been completed and receipts have been submitted.

Design Incentive Grant Application

Property Owner _____
Mailing Address _____
City _____ State & Zip _____
Phone _____ Fax _____ Email _____

Project Representative _____
Mailing Address _____
City _____ State & Zip _____
Phone _____

Business Name _____
Property Address _____
Will You Lease or Own the Property? _____ Legal Incorporation (Sole Proprietor, LLC, etc) _____
Type of Business _____ Years in Business _____

Business Plan and Portfolio _____ (please attach) Marketing Plan _____ (please attach)

IRS Letter of Incorporation _____ (please attach) Texas Sales and Use Tax Certificate _____ (please attach)

Project Description

_____

_____

_____

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

_____

_____

Fiscal Impact / Financial Background
Current Real Property Value $ _____
Estimated Property Investment (if applicable) $_____
Current Sales / Gross Receipts / Revenue Generated $_____
Additional Revenue to be Generated from Business Expansion (if applicable) $_____
Sales Growth Expectations: Year One _____ Year Two _____ Year Three _____
Projected Total Annual Operating Budget of this Facility $ _____
Business Liabilities $_____

What infrastructure construction would be required? _____

_____

_____

Interior Investments $_____ Exterior Investments $_____

Are you entering into a Loan? _____ If yes, please answer the following:
Loan Amount $ _____
Down Payment $ _____
Construction Price of Improvements or Buildings $ _____
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact
Total Number of Jobs _____ Total Annual Payroll $ _____
Type of Jobs Created _____

_____

_____

Percentage of Employees who will be Duncanville Residents _____
Number of Full-time Employees_____Number of Part-time Employees_____

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ **Paint Grant** Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

☐ **Landscape Grant** Amount Requested $ _____

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☐ **Signage Grant** Amount Requested $ _____

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant** Amount Requested $ _____

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant** Amount Requested $ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Infrastructure Grant** Amount Requested $ _____

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

ii. Stamped engineering plans that outline in detail the scope of work.

Total Grant Amount Requested $ _____

******If <u>all requirements</u> are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

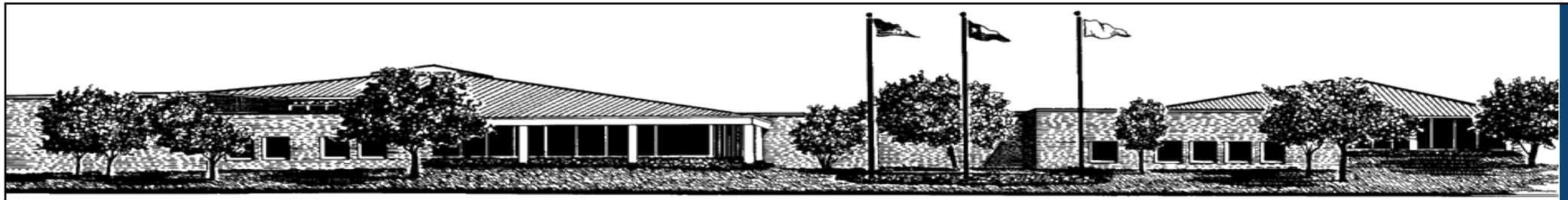
<u>AGREEMENT</u>: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name _____ **Date** _____

Signature _____

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5000
www.duncanvilletx.gov



City of Duncanville

REVISED DCEDC INCENTIVE AND GRANT POLICY AND GUIDELINES

AUGUST 19, 2025

MARCELA PEREZ, ECONOMIC DEVELOPMENT COORDINATOR

Duncanville
City of Champions

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

Background

- The current policy was adopted by the DCEDC on June 22, 2022.
- Subsequently approved by the Duncanville City Council on July 19, 2022.
- The proposed revisions outlined in this policy draft reflect a strategic shift to prioritize the allocation of public funds.

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Notable Revisions- Design Incentive Grant Program

PREVIOUS	NEW
• No co-investment required from applicant	• Matching grant structure- **50%** of financial responsibility remains with applicant

• No maximum award caps, per project	• Maximum grant award amounts per applicant and grant type:
	  • Paint- $7,500
	  • Signage- $5,000
	  • Landscape- $10,000
	  • Façade- $10,000
	  • Pavement- $25,000
	  • Infrastructure- $20,000

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Notable Revisions (cont.)

PREVIOUS	NEW

• Participation requirements did not allow ED staff to properly vet applicants	• Participation requirements that include:
	  • Review of business tax filings
	  • Tax payment and license status
	  • Business licensing
	  • Code compliance activity-citations, fines
	  • Accessible business reviews

• Loose application submission requirements	• Application requirements that include:
	  • Business plan
	  • Marketing plan
	  • Copy of Texas Sales and Use Tax Certificate.

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NEW to Incentive & Grant Policy

- Addition of application period for each fiscal year, between **December 1st and March 1st.**
- Incentive application to be used solely for **"Design Incentive Grant Application"**
  - *Will only apply to the 6 types of Design Incentive Grants*

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Additional Edits and Revisions

- Merger of “Property Tax Incentives” and “Sales Tax Rebates” **to new section titled “Property and Sales Tax Incentives”**
- Merger of “Economic Development Cash Grants” and “Business Retention and Expansion Cash Grants” **to new section titled “Economic Development Forgivable Loans”**
- Removal of **“Commercial and Residential Demo, Redevelopment, and Reuse Program”** section
- Removal of “Definitions” no longer applicable to policy

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THANK YOU

Any questions?

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7

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Consider Resolution 2025-517 approving the new Duncanville Community and Economic Development Corporation Policy Statement and Guidelines for community sponsorships.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:
The Duncanville Community and Economic Development Corporation (DCEDC) allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. The new Sponsorship Policy Statement and Guidelines provided herein will allow the DCEDC to provide requirements for the evaluation, administration, and acceptance of sponsorship requests for community events.

The purpose of the policy and guidelines is to implement best practices that ensure impartial decisions are made in consideration of sponsorship applications. The policy does not apply to the allocation or distribution of economic grants and/or HOT Funds.

Key highlights include:

- Creating a purpose statement
- Providing expanded eligibility criteria
- Explanation of application assessment and considerations

- Explanation of the application review and award process

POLICY EXPLANATION:
The Board of Directors of the Duncanville Community and Economic Development Corporation (DCEDC) approved the Policy Statement and Guidelines for community sponsorships on July 28, 2025.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Approval of Resolution 2025-517.
2. Denial of Resolution 2025-517.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-517 - DCEDC Sponsorship Policy and Guidelines and Exhibit A
DCEDC Sponsorship Policy Statement and Guidelines PPT

RESOLUTION NO. 2025-517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION'S POLICY STATEMENT AND GUIDELINES FOR COMMUNITY SPONSORSHIPS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Duncanville Community and Economic Development Corporation (DCEDC) approved the Policy Statement and Guidelines for community sponsorships on July 28, 2025; and

WHEREAS, the DCEDC allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest; and

WHEREAS, the new Sponsorship Policy Statement and Guidelines will allow the DCEDC to provide requirements for the evaluation, administration, and acceptance of sponsorship requests for community events; and

WHEREAS, the policy will serve to implement best practices that ensure impartial decisions are made in consideration of sponsorship applications.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves Resolution 2025-517 approving the new Policy Statement and Guidelines for community sponsorships, of the Duncanville Community and Economic Development Corporation, attached hereto as Exhibit A.

SECTION 2. The City Council of the City of Duncanville, Texas directs the City Manager, or his designee, to execute all appropriate documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of August, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

POLICY STATEMENT AND GUIDELINES FOR DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT SPONSORSHIPS

I. PURPOSE

The purpose of the policy and guidelines is to provide requirements for the evaluation, administration, and acceptance of Sponsorship requests received by the Duncanville Community and Economic Development Corporation (known as "DCEDC") for community events.

This guide serves to implement best practices to ensure impartial decisions are made in consideration of sponsorship applications and agreements. The guide does not apply to the allocation or distribution of economic grants and/or HOT Funds.

II. GENERAL OVERVIEW

The DCEDC allocates funds annually for the purpose of providing support to non-profit and civic-minded programs and organizations, which further a charitable cause, economic or community growth, or serve a public interest. This funding is not intended for reliance as an annual organization or program subsidy, and event or program sponsorship is only eligible once per fiscal year.

The DCEDC reserves the right to decline any request for community event sponsorship if deemed not to be in the best interest of the community, or if acceptance would create a conflict of interest for the DCEDC or City of Duncanville (known as "City").

Requests for funding are appropriated from the EDC sales tax. The Director of Economic Development or their designee may approve requests of $3,000 or less if all conditions are met. Any request over a total of $3,000 per fiscal year per organization will require DCEDC Board consideration.

III. ELIGIBILITY CRITERIA

In the event of a conflict between the guidelines and other City policies, this guideline will prevail pending proper approvals.

City staff is responsible for the initial assessment of requests that are received in the form of a sponsorship application. In accordance with the guidelines, sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. City staff will seek consultation with appropriate City stakeholders (e.g. City Legal, Finance Department), as needed.

Eligibility Criteria:

GENERAL

A. Must be a (501)(c)(3) non-profit, educational, or service organization or corporation, federally tax-exempt under the Internal Revenue Code and provide an Employer Identification Number for tax exempt verification;

B. The applicant must be based in the City of Duncanville, conducting business or activities in and for residents of the City of Duncanville, Texas;

C. The applicant must hold the event in which support is requested in the City of Duncanville;

D. Event must involve 100 or more attendees;

E. Must have programming, administrative practices, and board membership that does not discriminate on the basis of race, color, religion, national origin, or sexual orientation or gender identity, citizenship, familial, disability, or veteran status;

F. No politically affiliated entity, group, or organization will be considered for donations or financial support.

G. The applicant cannot represent a for-profit enterprise;

H. If previously sponsored, the applicant must have successfully fulfilled all prior contracts;

I. Sponsorship requests must not exceed 15% of the overall event or program budget.

COMMUNITY ENGAGEMENT

A. Must further a charitable cause, economic or community growth, or public interest;

B. The event must serve to benefit the entire community;

C. The event must be open to the public;

D. The event must encourage community engagement;

SAFE, LIVABLE, FAMILY-FRIENDLY

A. The event must be held in a safe, accessible, and family-friendly location;

B. The event must support the City's mission, vision, and core values in a positive manner;

C. The event must be compliant with the Special Events Ordinance;

The DCEDC reserves the right to reject a sponsorship request at any time. Examples of requests that are typically deemed ineligible include, but are not limited to individuals, organizations, and/or businesses that promote hatred against individuals or groups, represent religious or political

views, candidates, and campaigns, and whose primary products or services are derived from the sale of tobacco, alcohol, drugs, firearms, gambling, or sexually explicit or inappropriate materials. For-profit organizations are not eligible for sponsorship even if some proceeds are donated to non-profit organizations.

IV. VII. APPLICATION PROCESS AND REQUIREMENTS

STEP 1 | Application Submission

Applicants must submit all the following requirements that are outlined in the application. Failure to do so may deem the application incomplete.

- Event organizer and/or organization contact details;
- Information about the organization's programs, activities, and mission statement
- Proposed event, date(s), and location(s);
- Anticipated attendance and historical attendance, if applicable;
- Description and purpose of the event;
- Statement of how the event benefits the community;
- Description of how the requested co-sponsorship support will complement other funding provided by the City, when applicable
- Disclosure of other funding or support requested and/or received by the City or other funding sources
- Disclosure of total anticipated costs to run the event or program, with details
- Outline how the DCEDC will be recognized for participation

Marketing Requirement: The DCEDC and City of Duncanville shall be listed as a sponsor for the supported event through all marketing materials.

In all publications (e.g., flyers, programs, brochures, press releases, advertisements, annual reports, and all other mailing pieces), the recipient shall acknowledge in some meaningful way that their organization is funded in part by the DCEDC. Any use of the DCEDC or City logo must be coordinated with and approved by the appropriate City representatives, to ensure compliance with these standards.

Reporting Requirement: Applicants shall provide to the DCEDC a post-event report outlining how the funds were utilized and the results of the event sponsorship. If an organization or event host does not fulfill the reporting requirement, future sponsorship requests will be impacted.

STEP 2 | Application Assessment

City Staff will review and assess all applications based on the eligibility criteria. All applications are individually assessed and reviewed. During this process a set of secondary criteria may be considered to further identify application readiness for the DCEDC's consideration.

Secondary criteria may include, but is not limited to:

- Impact on existing City operations, assets, facilities, and resources
- Impact on the delivery of City services
- Extent of City-wide value and economic benefits
- Production of measurable outcomes in alignment with City's Strategic Plan
- Demonstrated public support for the proposed event
- Financial need and event financial stability
- Funding and support from other City programs
- Experience in the planning and execution of the proposed event
- Impact on residential and business communities, including but not limited to street closure requests, traffic flow, and interference with commercial and/or business activities
- Data collected on previous years' attendees is applicable
- Other factors deemed relevant to the sponsorship request, including but not limited to, reoccurring events that are in good standing

STEP 3 | DCEDC Review and Approval

The applications that meet eligibility criteria will be delivered with the staff report to the DCEDC for review and consideration of staff recommendations.

Upon completion of the application review and assessment, sponsorships will be submitted for consideration to the DCEDC Board of Directors, at the next regularly scheduled board meeting. Depending on internal submission deadlines, placement on a DCEDC Board Meeting agenda may take up to 60 days.

STEP 4 | City Council Review and Approval

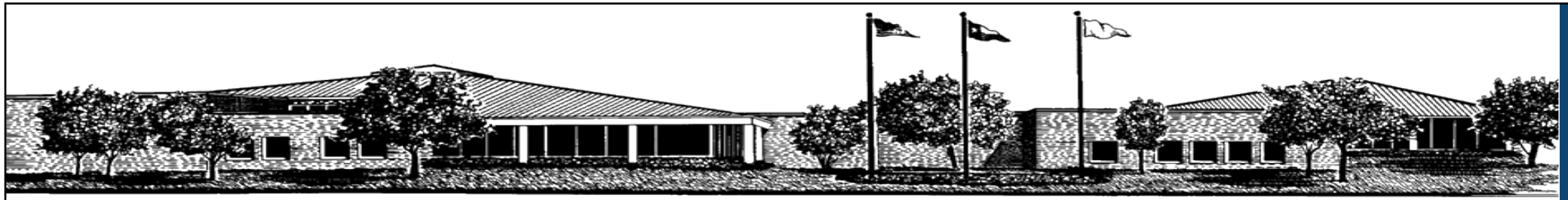
Sponsorship requests approved by the DCEDC will be presented to the City Council for approval. However, sponsorship requests as submitted may be revised, or denied by City Council.

STEP 5 | Notification and Sponsorship Award

The Economic Development Department will notify individual applicants of the DCEDC and City Council's approval or denial of sponsorship. Approval for sponsorship in one year does not imply or guarantee approval in subsequent years.

Post Award Requirement: *If a donation, contribution, or sponsorship is provided by the DCEDC for a specific event, program, service, or cause, and that event, program, service, or caused is canceled, postponed, or otherwise does not occur, the funding must be refunded to the EDC.*

At the discretion of the Board and/or staff, the funding can be applied to the same event if postponed to a specific date.



City of Duncanville

DCEDC SPONSORSHIP POLICY STATEMENT AND GUIDELINES

AUGUST 19, 2025

MARCELA PEREZ, ECONOMIC DEVELOPMENT COORDINATOR

Duncanville
City of Champions

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

Background

- The Duncanville Community and Economic Development Corporation (DCEDC) allocates funds annually to support non-profit programs, which further a charitable cause, economic or community growth, or serve a public interest.

- The new Policy Statement and Guidelines will allow the DCEDC to provide requirements for the evaluation, administration, and acceptance of sponsorship requests for community events.

City of Duncanville

Duncanville
City of Champions

Key Highlights

- Creating a purpose statement
- Providing expanded eligibility criteria
- Explanation of application assessment and considerations
- Explanation of the application review and award process

City of Duncanville

Duncanville
City of Champions

Sponsorship Application

DCEDC Donation, Contribution, Sponsorship Request Form

Please see the document on the second page of this form. This form must be signed for an application to be considered complete.

Allow 4 weeks to review. All requests should be sent to: eco@duncanvilletx.gov

Requestor information	**Organization:**	
Name of Representative:		**Email:**
Organization Mailing Address:		
Organization Phone Number:		**Representative's Phone Number:**
About the Organization	**Geographic Area Served:**	
Organization Website:		
Programs and Activities:		
Organization Mission:		
Purpose	☐ Event Sponsorship ☐ Fundraising ☐ Other _____	**Amount Requested:** **Overall Funding Goal:**
Purpose of Request:		
Explain how the funding results in the overall benefit to the Duncanville residents and local business:		
Please indicate if funding is to support a specific event, program, service, etc. Provide specific details about how funding will be used:		
Timeline for utilization of the funding:		
Highlight other sources of funding sought:		
If an event or program takes place, are you also seeking additional EDC/City assistance? If so, please explain:		
Indicate total anticipated costs to run the event or program, if applicable. Provide details about anticipated costs:		
Indicate how the EDC will be recognized for participation:		

Donations and/or Contributions and/or Sponsorships policy approved by the DCEDC Board of Directors

1. Note: these principles refer to requests for funding from the DCEDC sales tax.
2. The entity must be conducting business or activities in and for residents of Duncanville, Texas.
3. Staff must receive a request form for every request, even events occurring annually.
4. The Director of Economic Development or their designee may approve requests of $3,000 or less if all conditions are met.
5. Any request over a total of $3,000 per fiscal year per organization will require EDC board consideration.
6. A quarterly update shall be provided during a regular meeting of the DCEDC on any funded sponsorships under this policy.
7. Applicants shall provide to the DCEDC a post-event report outlining how the funds were utilized and the results of the event sponsorship.
8. Non-profits (501)(c)(3)s or other Internal Revenue Service defined non-profit, educational, or service organizations may be supported. Upon a written request from the organization to the DCEDC, consideration will be given and voted upon for financial support.
9. The monetary support for the organization or organization event must result in the overall benefit of Duncanville residents and local businesses.
10. No politically affiliated entity, group, or organization will be considered for donations or financial support.
11. The DCEDC maintains the right to request Year End Reports from the organization at any time.
12. The DCEDC reserves the right to request this information and a formal accounting of it.
13. If a donation, contribution, or sponsorship is provided by the DCEDC for a specific event, program, service, or cause, and that event, program, service, or caused is canceled, postponed, or otherwise does not occur, the funding must be refunded to the DCEDC. At the discretion of the Board and/or staff, the funding can be applied to the same event if postponed to a specific date.
14. If funding is granted, the DCEDC must be recognized or otherwise promoted for participating in the request.

I acknowledge that I have read and understand the guiding principles for donations and/ or Contributions and/or Sponsorships approved by the DCEDC Board of Directors. I understand that any request for consideration will be contingent upon meeting the guiding principles. I also understand that meeting the guiding principles does not guarantee my organization will receive any funding from the City of Duncanville Economic Development Corporation.

Printed name	Signature	Date

For more information, please call (972) 780-5000 or email eco@duncanvilletx.gov
Completed requests should be submitted to the attention of the DCEDC
cc: Victor Barrera, Director, Economic Development

City of Duncanville

Duncanville City of Champions

THANK YOU

Any questions?

City of Duncanville

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Parks and Recreation 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:

- **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:
Quarterly report for Parks and Recreation for May - July 2025.

POLICY EXPLANATION:
There are no policies related to this item.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
There is no formal action required for this item.

ATTACHMENTS:
2025-08-05 - Parks and Recreation Quarterly Report

City of Duncanville

PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING

AUGUST 19, 2025

BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

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

Employee Promotions & New Certifications

- New License – Jovanie Belman – Class B Commercial Drivers License
- Leadership – Jonathan Deleon – Attended the Toro Maintenance Leadership Academy

Jonatha Deleon

Texas Department of Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

Jovanie Belman

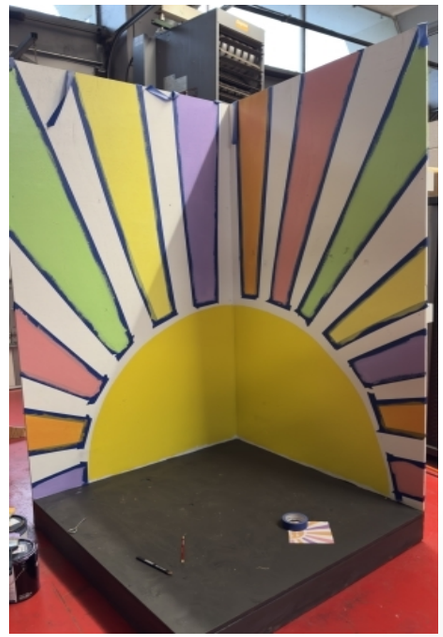
City of Duncanville

Park Maintenance Measurables

- Park Operations
  - 19 Playground Inspections
  - 89 of 94 citywide backflow devices inspected and repaired
  - Facilitated 87 Pavillion Rentals
  - Hosted 162,100 Park visitors within our parks system and over 237,700 patrons within our Athletic parks
  - Closed 3 work orders in response to repairs and maintenance
  - Completed annual summer color change planting 32000 plants within landscape areas.
  - Participated in Numerous Professional development opportunities, TAAF SMS Academy, TPWD Native plant workshops in Cedar hill.
  - Repaired all pressure washers.

Park Maintenance Measurables

- New Installations & Enhancements
  - Completed the Splashpad Sponsorship improvements to partnership with Joe V's Smart Shop.
  - Installed our First Park Dedication Benches through See My Legacy.
  - Repaired Kidsville playground surfacing in 2-5 year play area
  - Responded to the citizens request from feedback provided during Park Board onsite meeting at Lions and Rotary Park.



- Major Projects
  - Was awarded TxDOT Green Ribbon Project Grant for I-20 corridor beautification – And began the design phase
  - Successfully supported Bloomfest and 4th of July

City of Duncanville

Keep Duncanville Beautiful Board

- Recognized Scooters Coffer Shop as the Summer Business Beautification Award (BBA) winner for their outstanding contribution to maintaining a clean and attractive property, awarded 5 homes as Spring Curb Appeal winners, and approved 3 Residential Native Landscape Permits, celebrating residents who enhance neighborhood aesthetics.
- Hosted 1 community Cleanup at Waterview Park for keep Texas Waterways Clean
- Tyler Agee and Diane Dillard attended the Keep Texas Beautiful Annual Conference in Austin, Texas.

- Upcoming Events –
  - Community Cleanup

  September 13, 2025 Location TBD – 9am-11am

Recreation Center Measurables

- Visits: May 2025 – July 2025
  - 82 new memberships
  - 5,716 visits
  - 41 – new Silver Sneakers and Renew Active members
  - 1,427 day pass visits ($6,070.00)

- Classes
  - DC Sport Basketball
  - Karate
  - Yoga
  - Jazzercise
  - Tumbling
  - Cheerleading
  - Zumba

- Programs
  - Pickleball
  - Volleyball
  - Basketball
  - Ping Pong
  - Pool

- Classes Coming Soon
  - Cooking Class
  - Painting Class
  - Guitar Class
  - Volleyball Training

City of Duncanville

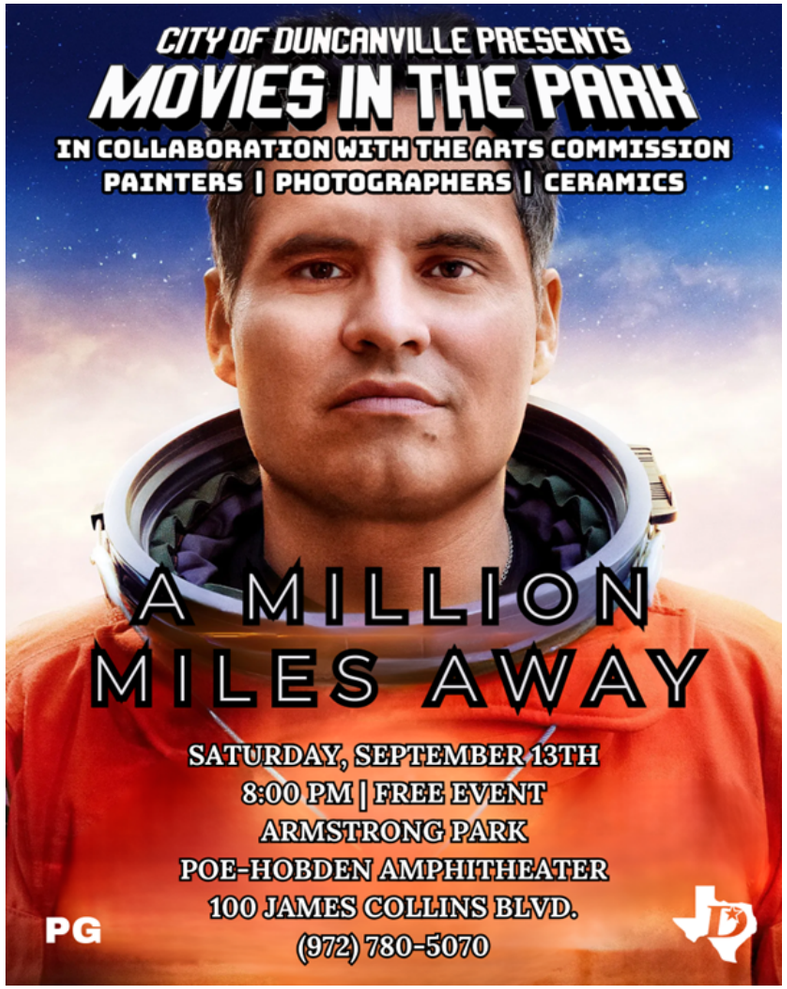
6

Recreation Center Measurables

- Recent Special Events/Programs
  - National Day of Prayer
  - Movies in the Park – Black Panther
  - Memorial Day Ceremony
  - Duncanville 300 Jr. Grand Prix
  - Movies in the Park – Wakanda Forever

Concert in the Park
Saturday, August 16, 2025

Movie in the Park – A Million Miles Away
Saturday, September 13, 2025



Concert in the Park
Saturday, September 27, 2025

Movies in the Park
Saturday, October 11, 2025

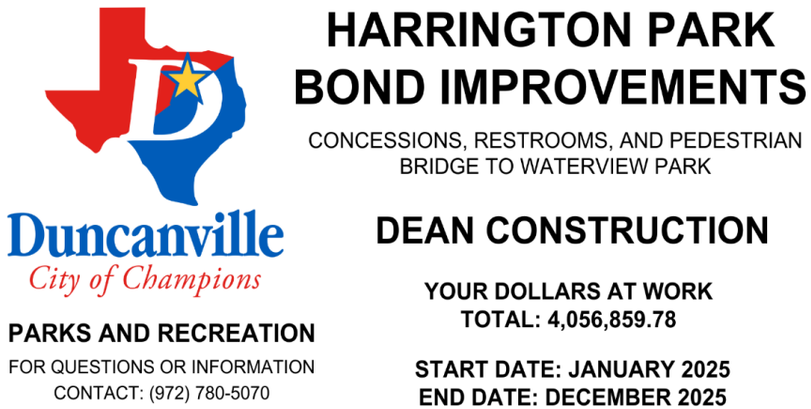
Boo Bash
Friday, October 24, 2025

Senior Center Measurables

- Visits: May 2025 – July 2025
  - 51 new and renewed memberships were sold throughout this quarter.
  - 3,530 visits
- Meals Served through DAAA/VNA Services
  - Dine-in lunch
  - 2,377
- Events
  - Bingo
  - Coffee with the Mayor
  - Walk in the Park
  - Game Night
  - Bagel Social
  - Monthly Birthday Celebration
  - Trips to museums, restaurants, and entertainment venues
  - Various performances including choir and live entertainment

Bond Election Projects

- Harrington Park
  - Construction to began January 2025
  - Continued progress with bond project,
    - Baseball – poured concrete slab and will begin vertical construction
    - Soccer – confirmed the utility reroute and confirmed start date to ensure continued progress
    - 10 Mile Creek Trail Bridge – is currently being designed and built. To be transported her for installation.
  - Completion by December 2025



Questions?

STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Quarterly Report Duncanville Fieldhouse

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:
Craig Brasfield, Director of Duncanville Fieldhouse

BACKGROUND/HISTORY:
Duncanville Fieldhouse is the premier home for diverse and exceptional indoor sports, entertainment, fitness, and community events. We strive to serve our community by offering exceptional customer service and amazing spaces within our venue for public and private events. We also team with local fitness entrepreneurs to bring fresh exercise experiences & youth leaders to offer the best in Summer Camp programming.
POLICY EXPLANATION:

POLICY EXPLANATION:
Quarterly Report

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

Duncanville Fieldhouse - Quarterly Report August 19, 2025

DUNCANVILLE FIELDHOUSE QUARTERLY REPORT

CRAIG BRASFIELD - GENERAL MANAGER
DUNCANVILLE FIELDHOUSE

AUGUST 19, 2025

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

The City of Duncanville

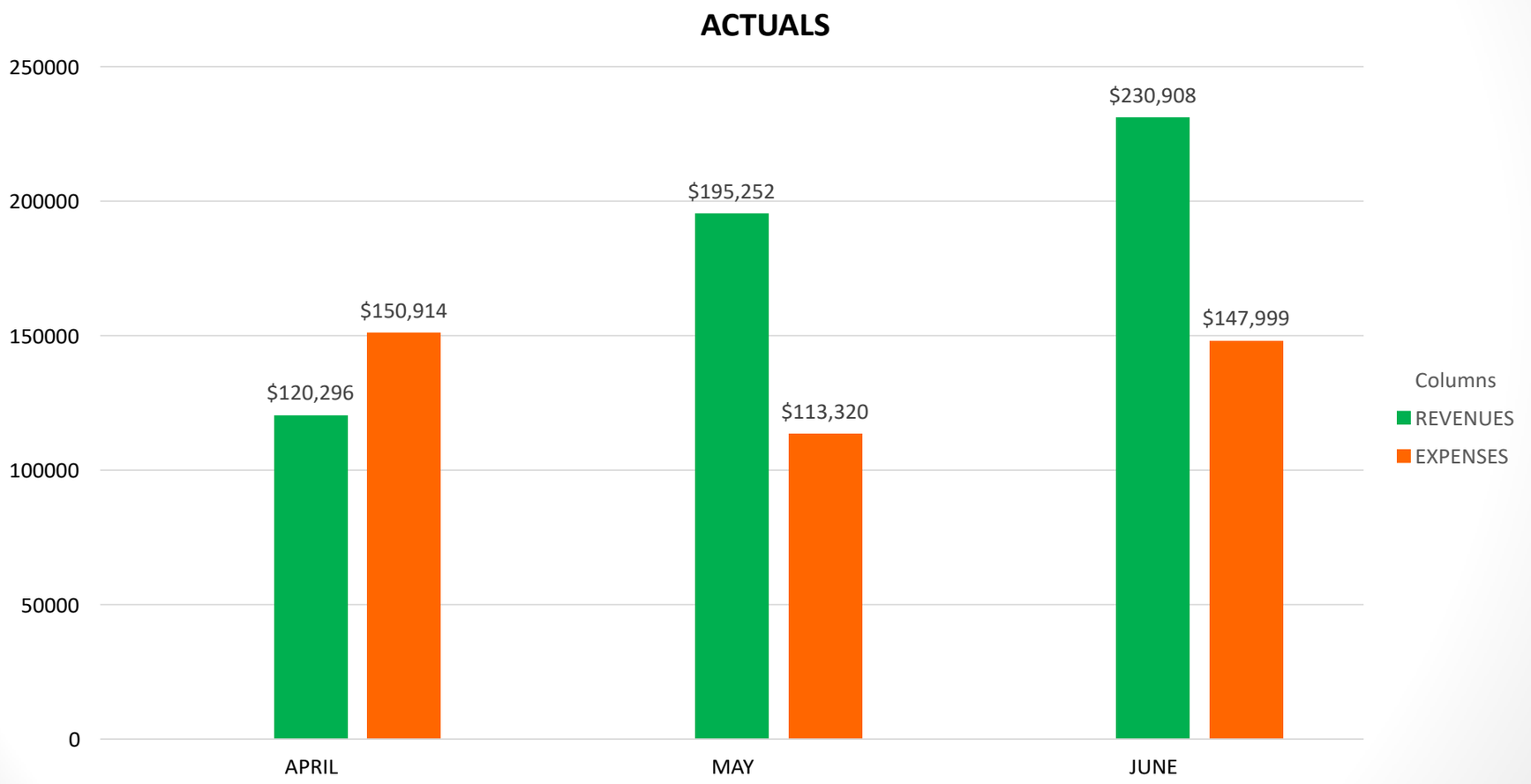
Summary - Revenue & Expense April, May, June 2025

	FY25 Budget	Actual
• Revenue:	$1,602,700	$546,456
• Expense:	$1,498,197	$412,233
• Totals:	**+$104,503**	**+$134,223**

- **Does not Include the Economic Development Revenue Transfer - $537,950**
- **Does not Include the Economic Development Debt Payment - $537,950**

The City of Duncanville

Revenue vs Expense - April, May, June 2025



The City of Duncanville

Special Event Reservations - Summary

April, May, June

- Basketball Tournaments -13
- Basketball Camps - 2
- Basketball Leagues - 4
- MMA/Jiu Jitsu Tournaments - 1

The City of Duncanville

Special Event Reservations - April 2025

4,5,6	GASO III Basketball Tournament
6,13,27	Masters Pro-Am Adult Basketball League - Session II
6,13,27	Brodie Adult Rec League - Session II
11,12,13	Open Gym Premier Basketball Tournament - Adidas Gold Series
18,19,20	Texas Impact Basketball Tournament
25,26,27	GASO IV Basketball Tournament

The City of Duncanville

Special Event Reservations - May 2025

3,4	American Grappling Jiu Jitsu Tournament
3,4	Texas Wildcats Basketball Tournament
6,13,27	Brodie Adult Rec Basketball League - Session II
10,11	Dallas Mustangs Basketball Tournament
16,17,18	GASO V Basketball Tournament - LIVE EVENT
18,25	Masters Pro-am Adult Basketball League - Session II
23,24,25	HYPE Sports Youth Basketball Tournament
30,31	Urban DFW Basketball Tournament

The City of Duncanville

Special Event Reservations - June 2025

1	Urban DFW Basketball Tournament
1	Next-up Youth Basketball League Championship
1,8,15	Masters Pro-Am Adult Basketball League - Session II
2	SUMMER CAMP SESSION I BEGINS
7,8	Big Time Hoops Basketball Tournament
9,10	Texas High School All-Academic Basketball Showcase
13,14,15	Dallas ShowTyme Basketball Tournament
20,21,22	Texas Association of Basketball Coaches Basketball Tournament - LIVE EVENT
22, 29	Masters Pro-Am Adult Basketball League - Session III
24,25,26	Breakthrough Basketball Camp
27	SUMMER CAMP SHOWCASE I
27,28,29	Family Ties Basketball Tournament
30	SUMMER CAMP SESSION II BEGINS

The City of Duncanville

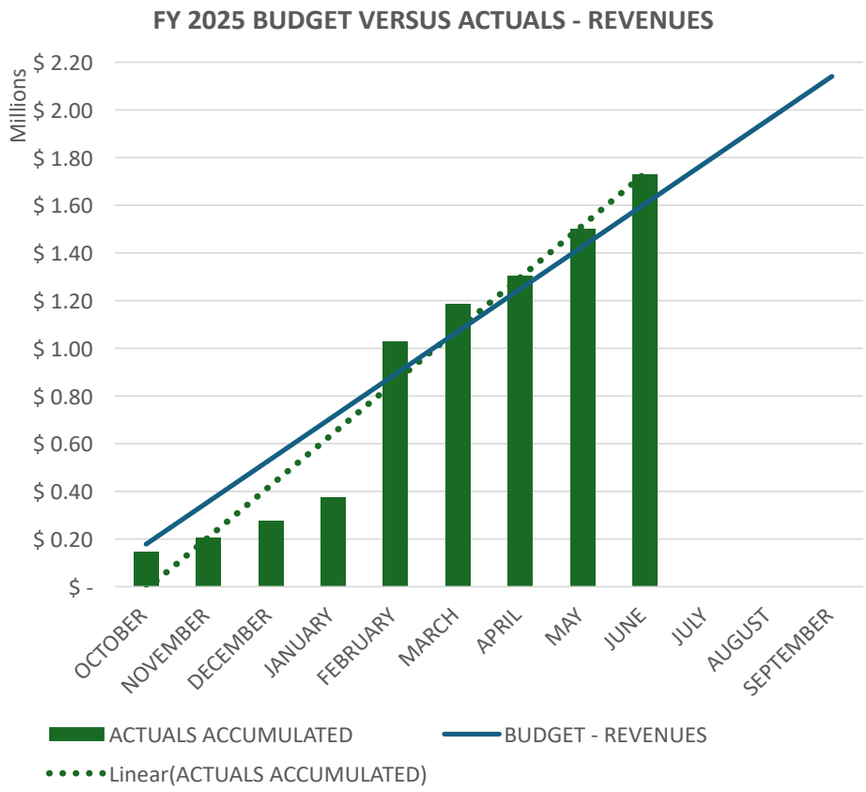
Budget Summary - FY25 October thru June

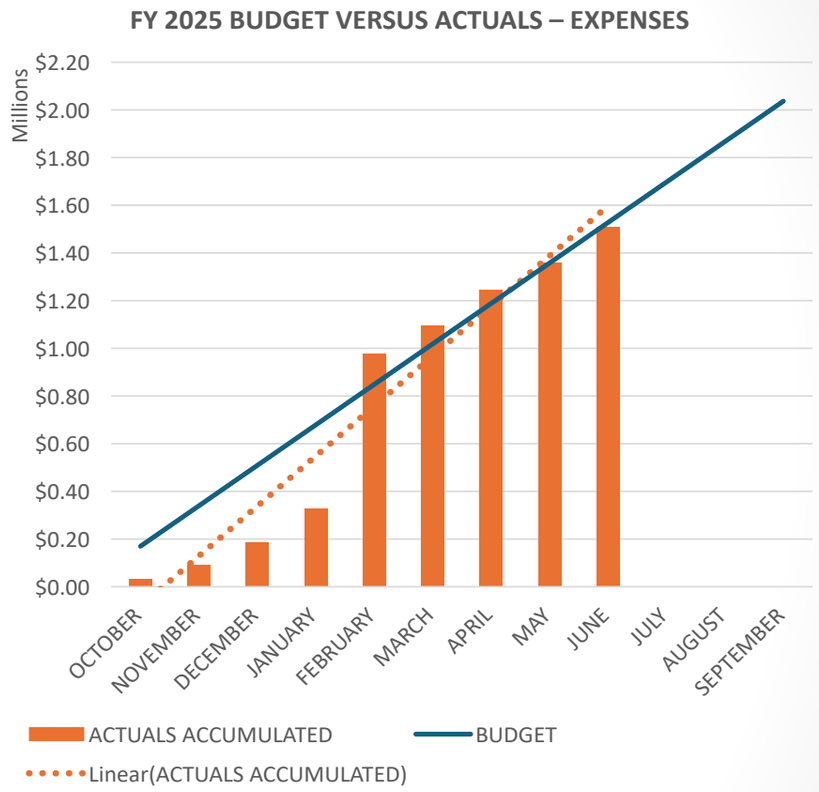
	FY25 Budget	Actual
• Revenue:	$1,602,700	$ 1,193,328
• Expense:	$1,498,197	$ 969,859
• Totals:	**+$104,503**	**+$ 223,469**

- **Does not Include the Economic Development Revenue Transfer - $537,950**
- **Does not Include the Economic Development Debt Payment - $537,950**

The City of Duncanville

FY25 Budget Summary - October thru June





The City of Duncanville

Fieldhouse Contractual Programs & Partners - FY 2025

- **Airells Courts Volleyball Club** - Club Volleyball Training
- **BOSS Summer Camp Program -** Complete Summer Camp Experience
- **Bridge Basketball Academy** - Basketball Skills Training
- **Crossroads Academy** - Private School
- **CryoPlus** - Wellness & Recovery Center
- **DasCHE Spartans Basketball -** Homeschool Basketball, Men’s & Women's
- **Duncanville Boxing & Fitness** - Boxing & Fitness Training
- **Engrafted Word Family Church -** Weekly Sunday Church Service
- **Faith Family Academy -** Private School Basketball, Men's & Women’s
- **Prodigy Xtreme 365 Cheer & Tumbling** - Cheerleading & Tumbling Instruction
- **Succeed for Life/Vision Hackers -** Homeschool Physical Education & Fitness Program
- **Texas Wildcats Basketball** - Club Basketball Training

The City of Duncanville

Special Event Reservations - Summary

July, August, September

- Basketball Tournaments - 8
- Basketball Camps - 4
- Basketball Leagues - 5
- MMA/Jiu Jitsu Tournaments - 2

The City of Duncanville

Special Event Reservations - July 2025

6	Next-up Youth Basketball League
10,11,12,13	GASO V Basketball Tournament - LIVE EVENT
13,20,27	Masters Pro-Am Adult Basketball League - Session III
14,15,16,17,18	US Sports Nike Youth Basketball Camp
18,19,20	GASO VI Basketball Tournament - LIVE EVENT
23	SUMMER CAMP SHOWCASE II
24,25,26	Primetime Sports Nationals Basketball Championship
25 / 28	Summer Camp Session II Ends / Extended Camp Begins
29,30,31	Breakthrough Basketball Youth Camp

The City of Duncanville

Special Event Reservations - August 2025

2,3	FCA Sports Youth Basketball Tournament
3,10,17,24	Masters Pro-Am Adult Basketball League - Session III
8	Summer Camp Extended Ends
9,10	Po-Bill Pro Am Adult Basketball Tournament
16	IKF Point Muay Thai Kickboxing Tournament

The City of Duncanville

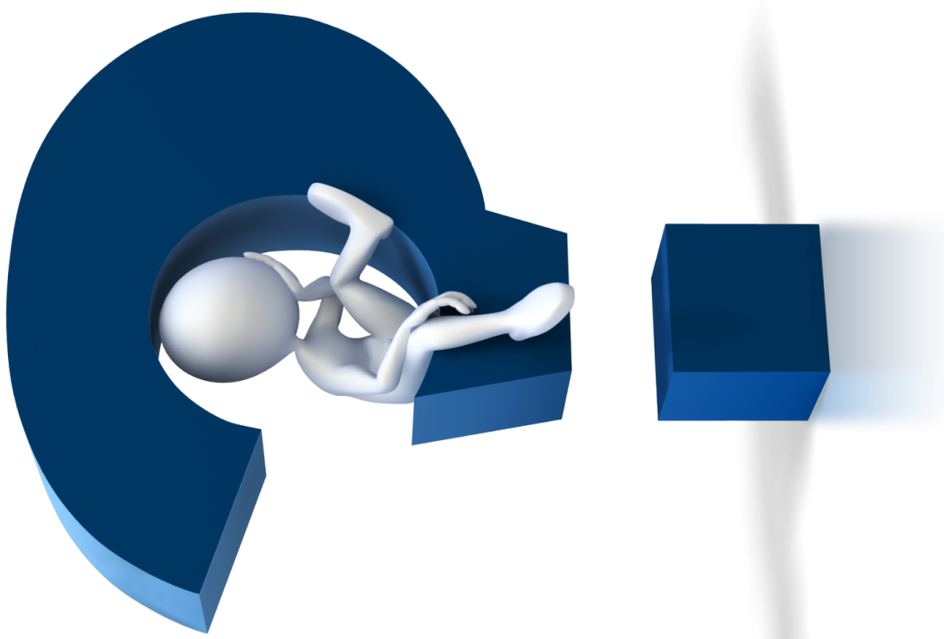
Special Event Reservations - September 2025

4,11,18,25	Bridge Academy Youth Basketball Camp
6	GASO VII Basketball Tournament
7	NTX International Basketball Combine
9,16,23,30	BOSS Regional High School Fall Basketball Jamboree
7, 14, 21,28	Masters Pro-Am Adult Basketball League - Session IV
20	WAR Brazilian Jiu Jitsu Tournament
21	Exact Sports Basketball Camp
21,26	Bridge Academy Youth Development Basketball League
27	#59 Sports Group Basketball Tournament
27	Made Hoops Nesquik Basketball Camp
27,28	Open Gym Premier Basketball Tournament

The City of Duncanville

The City of Duncanville

Questions



STAFF REPORT

MEETING: City Council - 19 Aug 2025

TITLE:
Receive the Library 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:

- **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:
Hannah Olsen, Library Director

BACKGROUND/HISTORY:
Receive the Library Quarterly Report.

POLICY EXPLANATION:
Receive the Library Quarterly Report.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
NA