Duncanville City Council Meeting Agenda

City Council Briefing Room and City Council Chamber
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, August 20, 2024
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, August 20, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, August 20, 2024
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. City Council to receive a briefing on Lead Service Line Replacement (LSLR) grant, inventory, and the process. 6 - 16

Council to receive briefing on Lead Service Line Replacement (LSLR)

B. City Council to receive a briefing on upcoming grant opportunities to financially support strategic initiatives identified as priority items for the City of Duncanville. 17 - 18

Council to receive briefing on grant opportunities

C. Council to receive a briefing from staff and the MRB Group to facilitate discussion among Council about strategies for potentially developing properties owned by the City and the Duncanville Community and Economic Development Corporation. 19 - 20

Briefing - Strategies for City and DCEDC owned properties

D. Briefing and discussion on FY 2024-2025 Proposed Budget and updates 21 - 22

Briefing on FY 2024-2025 Proposed Budget and Updates

EXECUTIVE SESSION

1. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real properties located east of Cedar Ridge, south of Interstate 20, north of Danieldale, west of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same. 23 - 24

Executive Session

2. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main, south of Wheatland, and north of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same. 25 - 26

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
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

A. Proclamation acknowledging The Dog Training Club of Dallas County, Inc. (DTCDC) for 50 Years of Dog Training Excellence. 27 - 28

50 Years of Dog Training Excellence

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 following Meetings. 29 - 40

Special Called Meetings - 16 Jul 2024 - Minutes
City Council - 16 Jul 2024 - Minutes
City Council Joint Meeting w/DCEDC - 30 July 2024 - Minutes
City Council Joint Meeting w/Library Board - 01 Aug 2024 - Minutes

Special Called Meetings - 05 Aug 2024 - Minutes
Special Called Meetings - 08 Aug 2024 - Minutes

B. Consider a Resolution approving the proposal for city-paid employee and retiree medical, prescription, and dental plan with Blue Cross Blue Shield of Texas for a one-year agreement. 41 - 82

Renewal - Blue Cross Blue Shield Annual Contract

C. Consider a Resolution authorizing the final payment of $545,435.78 to CORE Construction Services of Texas, Inc. for Pay Applications 18 and 19 for the construction of Fire Station No. 271. 83 - 113

Authorization of Final Payment to CORE Construction Services of Texas, Inc.

D. Consider an Ordinance amending the FY 2023-24 budget by appropriating revenue and amending expenditures for the Utility Fund to cover the increase to Trinity River Authority expenses. 114 - 118

FY 2024 Budget Amendment - Utility Fund

E. Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County to provide Highway Accident Investigation Services in an amount not to exceed $60,770.00. 119 - 130

FY25 - Highway Accident Investigation Services

F. Council to consider a resolution approving the assignment of private activity bond authority to the Texas Department of Housing and Community Affairs. 131 - 141

North Central Texas Housing Finance Corporation Private Activity Bond Authority

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Council to consider a resolution confirming the City Manager's appointment of Matthew Stogner as the Police Chief. 142 - 145

Confirmation of Police Chief Appointment

C. Consider a resolution authorizing the approval of the purchase of a vehicle from Classic Chevrolet that will be used in the support of the Duncanville Community & Economic Development Corporation (DCEDC), in the expenditure amount not to exceed $56,044.90. 146 - 152

Vehicle Purchase - DCEDC

D. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Cedar Park Shopping Center, LTD., in an amount not to exceed $20,000.00 for a building located at 207-331 South Cedar Ridge Drive, Duncanville, Texas, 75116. 153 - 210

DCEDC Design Incentive Grant-Cedar Park Shopping Center, LTD.

E. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to First Peter 4:10, LLC in an amount not to exceed $71,000 for a building located at 1223 Crestdell Drive, Suite A Duncanville, Texas 75137 211 - 225

DCEDC Design Incentive Grant- First Peter 4:10, LLC -- 1223 Crestdell Dr. Suite A

6. STAFF AND BOARD REPORTS

A.	Briefing Presentation on See My Legacy Crowdfunding and Community Engagement platform. See My Legacy - Community Engagement Platform	226 - 239
B.	A briefing to City Council regarding the Mexican Independence Day Celebration Mexican Independence Day Celebration	240 - 245
C.	Receive the Library Department Quarterly Report. Library Department Quarterly Report	246

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 15, 2024, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
City Council to receive a briefing on Lead Service Line Replacement (LSLR) grant, inventory, and the process.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Public Works Director
Brooke Thompson, MRB Group - Grants Administrator

BACKGROUND/HISTORY:
The Federal Government has required all community water systems conduct an inventory of Lead Service Lines by October 16, 2024. The City Council on March 19, 2024, by Resolution No.2024-239 authorized LJA Engineering to conduct the inventory.

The City of Duncanville was invited to apply for a grant in the amount not to exceed $21,181,293. The grant application was due to Texas Water Development Board (TWDB) by July 26, 2024. The City Council authorized the City Manager to make such grant application via Resolution No.2024-293. The application includes a matching contribution of a 51% loan to be forgiven, and 49% loan or bond. It is estimated costs for the project to replace the lead service lines to be approximately twenty-one million dollars; however, specifics will not be known until the inventory is completed. Ms. Thompson will provide an update on the application, and answer questions of Council.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
DUNCANVILLE_15296.06112024
lead-and-copper-rule-revisions-frequently-asked-questions_4102024_508
Reso. No. 2024-293 - TX Water Development Board Financial Assistance App.

TEXAS WATER DEVELOPMENT BOARD

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

Official Electronic Mail Sent Via Email. No hard copy to follow.

May 28, 2024

Ms. Jacqueline Culton, P.E.
Director of Public Works
City of Duncanville
jacqueline.culton@duncanvilletx.gov

Re: **Drinking Water State Revolving Fund (DWSRF)**
Lead Service Line Replacement Funding (LSLR) State Fiscal Year (SFY) 2023
Application Invitation

Dear Ms. Culton:

Congratulations! We are pleased to notify you that the City of Duncanville is hereby invited to submit an application for funding through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Program.

Your project is listed in the Intended Use Plan (IUP) as being eligible to receive funding as shown below:

Project Description	Duncanville Lead Service Line Inventory and Replacement Program
Eligible Project Phases	Planning Design & Construction
Project Information Form Number	15296
Eligible Project Cost	$ 21,181,293

Principal Forgiveness / Loan Ratio

All financing through the LSLR program will be made at the ratio of 51% principal forgiveness and 49% loan/bond. The loan portion of the approved project covering the service line inventory will be at 0% interest. The loan portion of the financial assistance must include the 2% loan origination fee.

Because all financial assistance will include financing, your system should ensure that your entity can take on a loan/bond and you have accounted for the costs associated with a loan/bond in your project cost estimates on your full application.

Our Mission

Leading the state's efforts in ensuring a secure water future for Texas

Board Members

Brooke T. Paup, Chairwoman | George B. Peyton V, Board Member | L'Oreal Stepney, P.E., Board Member

Bryan McMath, Interim Executive Administrator

Required Documentation and Deadlines
To be considered for funding under the SFY 2023 DWSRF LSLR Program, please follow the requirements stated below:

(1) **You must submit your Intent to Apply form to** DWSRF@twdb.texas.gov **by 5:00 P.M., CST on June 21, 2024**. If you fail to fully complete and submit the Intent to Apply Form by the deadline, your project will not be considered for funding. This will allow the TWDB to invite, in rank order, additional projects on the lists if an invited entity does not wish to pursue LSLR funding for their project at this time.

(2) **If you intend to apply, your complete application must be received by TWDB by 5:00 P.M., CST on July 26, 2024.**

- **Entities must submit a completed application form by email only to** DWSRF@twdb.texas.gov with the subject line of "LSLR Application Submittal for ENTER YOUR SYSTEM NAME" on the email. *Note: The TWDB is not able to use the Online Loan Application System (OLA) for these submittals.*
  - Application for Financial Assistance (TWDB-0148)
  - Application for Financial Assistance Non-Governmental/Private Entities (TWDB-0150)

(3) Applications for Financial Assistance will not be accepted after the deadline. We encourage you to submit your application before the deadline, which will allow us to begin a review of your application earlier. Application materials, such as, submittal instructions, guidance documents and frequently asked questions may be found on our website at www.twdb.texas.gov/financial/applications.

(4) **A pre-application meeting is required** for all DWSRF LSLR projects to ensure that the applicant and the corresponding TWDB staff discuss the project and ask initial questions prior to the application being submitted. LSLR program pre-application meetings will be held virtually in groups. TWDB will hold these meetings in July 2024. If you submit an Intent to Apply, please contact Ms. Diana Sanchez by phone at 512-475-1554 or by e-mail at Diana.Sanchez@twdb.texas.gov to schedule your pre-application meeting. She will be able to assist you with scheduling a meeting prior to your submission of the application.

To assist you in being successful, please take note of the following tips and reminders which are based on TWDB's experience reviewing prior applications:

- An LSLR loan may require the selling of bonds to the TWDB. As such, a financial advisor and bond counsel will be required. We highly encourage you to engage with these consultants prior to submitting the application.

- To be eligible for funding, an entity must satisfy all federal procurement requirements in accordance with the DWSRF program, including EPA's Disadvantaged Business Enterprise requirements.

- Be sure any changes to the project cost estimate are reflected in both the Intent to Apply Form and the application budget.

- For bond purposes only, TWDB SRF loan amounts must be rounded up to the nearest $5,000. Please round up any numbers in the application budget and confirm the dollar amounts with your TWDB project team before passing resolutions to minimize adjustment during the review period.

We look forward to working with the City of Duncanville on your LSLR project and are committed to providing excellent customer service and prompt responses to any questions as you complete your application. Should you have any questions or concerns, please contact Rebekkah Sandt, Engineer, by phone at (512) 475-1977 or by email at DWSRF@twdb.texas.gov.

Sincerely,

Marvin Cole-Chaney

Marvin Cole-Chaney
Director, Program Administration and Reporting
Water Supply and Infrastructure

Attachment: Intent to Apply Form

cc: William Moriarty, P.E., RJN Group: william.moriarty@rjnmail.com
Joe Koen, Manager: WSI-RWPD-Team3@twdb.texas.gov

EPA

FAQ

Lead and Copper Rule Revisions (LCRR) Frequently Asked Questions (FAQs)

These Frequently Asked Questions (FAQs) address the parts of the 2021 Lead and Copper Rule Revisions (LCRR) that EPA has proposed to keep starting October 16, 2024. The FAQs only reflect federal requirements for these provisions. Your State[1] may have additional regulatory requirements.

General 2021 Lead and Copper Rule Revisions (LCRR)

What requirements of the LCRR is EPA proposing to retain?

EPA is proposing to keep the LCRR October 16, 2024, compliance date for the initial inventory, notification of service line material, Tier 1 public notification of a lead action level exceedance, and associated reporting requirements. Please see sections below for the FAQs specific to each of these requirements.

What systems do LCRR requirements apply to?

All community water systems (CWS) and non-transient non-community water systems (NTNCWS) must comply with these requirements.

When do water systems have to comply with the retained LCRR requirements?

Under EPA's new proposal as well as existing rules, water systems must comply with the following 2021 LCRR requirements beginning **October 16, 2024:**

Initial Service Line Inventory

What are the initial service line inventory requirements?

All CWSs and NTNCWSs must complete and submit an initial service line inventory to their State[1] by October 16, 2024. The inventory must include all service lines connected to the public water distribution system regardless of ownership status. Each service line must be characterized as lead, galvanized requiring replacement, lead status unknown (or unknown), or non-lead using approved sources (noted below).

The service line inventory must also be publicly accessible, and the publicly accessible inventory must include locations for lead and galvanized requiring replacement service lines. Water systems serving greater than 50,000 persons must make the publicly accessible inventory available online. EPA's *Guidance for Developing and Maintaining a Service Line Inventory* provides details on these requirements.

What are the required information sources for water systems to use to develop the initial inventory?

To identify service line materials, water systems must use information identified through previous materials identification and review the following sources of information:

- All construction and plumbing codes, permits, and existing records or other documentation which indicates the service line materials used to connect structures to the distribution system.

[1] "State" for purposes of this document means the agency of the State or Tribal government which has jurisdiction over public water systems. During any period when a State or Tribal government does not have primary enforcement responsibility pursuant to section 1413 of the Act, the term "State" means the Regional Administrator, U.S. Environmental Protection Agency. [40 CFR 141.2]

- All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures.
- All inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system.
- Any resource, information, or identification method provided or required by the State.

While not required by the EPA, water systems may use other sources for the inventory, if approved by the State. Please contact your State for any specific information or guidelines they may have on service line inventories. Additionally, information regarding identification methods is available in EPA's Guidance for Developing and Maintaining a Service Line Inventory.

What are the requirements for water systems whose service lines are all non-lead?

Water systems that have all non-lead service lines must still prepare an initial service line inventory and submit it to their State. However, to comply with the requirement for a publicly accessible inventory these systems may use a written statement, instead of an inventory, declaring that the distribution system has no lead lines, galvanized requiring replacement lines, or unknown lines. The statement must include a general description of the applicable sources used to make this determination. If in the future, the water system finds a lead service line, the system must notify the State within 30 days of discovery and submit an updated inventory on a schedule established with their State.

Where can I find more information on how to create an initial service line inventory?

EPA's Guidance for Developing and Maintaining a Service Line Inventory, Small Entity Compliance Guide, and Fact Sheet for Developing and Maintaining a Service Line Inventory. provide helpful information to help systems with their service line inventory. You can also find a template for completion of the inventory here.

Is funding available to help water systems complete an initial service line inventory?

To help communities identify potential federal funding for service line inventories and lead service line replacement, EPA provided this Funding Sources Guide for Service Line Inventories. You may request technical assistance for your community through EPA's Water TA request form. Additionally, your State may have additional funding and assistance programs. For more information on assistance with identifying and replacing your lead service lines visit: https://www.epa.gov/ground-water-and-drinking-water/lead-service-lines.

Are predictive models acceptable as sources for the LCRR initial service line inventory requirement?

If approved by the state, the rule does allow water systems to use "other sources." The EPA's Guidance for Developing and Maintaining a Service Line Inventory discusses predictive modeling as a method that some water systems have found effective in identifying service line materials. Your State may have specific guidelines for predictive modeling.

Is there a maximum percentage of unknown service lines a water system can submit as part of its initial service line inventory?

No. EPA has not set a maximum percentage of unknown service lines a water system can include in its initial service line inventory. However, EPA discourages systems from submitting inventories to states with all unknowns. EPA's inventory guidance provides a strategy to prioritize unknown lines most likely

to be lead for identification. Please see frequently asked questions below related to this notification requirement.

Are all service lines, including fire suppression service lines, required to be included in the initial service line inventory?

Systems must include all service lines in their inventories, regardless of the actual or intended use. These include, for example, service lines with non-potable applications such as fire suppression or those designated for emergency. These service lines could be repurposed in the future for a potable or non-emergency use. Water systems must also include in their inventory service lines connected to vacant or abandoned buildings, even if they are unoccupied and the water service is turned off.

Lead Action Level Exceedance (ALE) Tier 1 Public Notice (PN)

What are the requirements to conduct Tier 1 Public Notice (PN) following a lead action level exceedance (ALE)?

Water systems that exceed the lead action level are required to provide public notification to persons served as soon as practical but no more than 24 hours after learning of the exceedance. EPA refers to this type of public notification as "Tier 1". Water systems must also consult with their State and provide a copy of the notice to the State and EPA within 24 hours after learning of the exceedance. See EPA's Public Notification website for more information. EPA has developed a template that water systems can use to draft Tier 1 PN for a lead ALE.

When does the 24-hour clock start for a Lead Action Level Exceedance (ALE) Tier 1 PN?

Water systems must provide public notification as soon as practical but no more than 24 hours after learning of the lead ALE.

Do water systems have to submit a certification within 10 days of completing the Tier 1 PN for a lead ALE?

Yes, water systems must submit a certification to their State within 10 days of completing the 24-hour Tier 1 PN requirements. For additional information regarding specific State guidelines and formats for submission of this certification, please contact your State. Note, this certification requirement is in addition to the requirement that water systems provide a copy of the Tier 1 notice to EPA and the head of the primacy agency as soon as practicable, but not later than 24 hours after the system learns of the lead ALE.

Is a lead action level exceedance (ALE) a violation?

No, an exceedance of the lead action level is not a violation. If the lead action level is exceeded in more than ten percent of tap water samples collected during any monitoring period (i.e., if the 90th percentile level is greater than the action level), a water system must take certain actions such as issuing Tier 1 PN, public education, optimizing corrosion control treatment, and, in some cases, replacing lead service lines.

Public Education for Known or Potential Lead Service Lines (LSLs)

What are the Public Education requirements for Known or Potential LSLs?

Water systems must provide information to all persons served at service connections with lead, galvanized requiring replacement, or lead status unknown service lines within 30 days of completion of

their initial service line inventory. This will provide awareness and education to residents about their service line material and steps they can take to reduce their exposure to lead in drinking water.

What is the delivery timeline for this Public Education for Known or Potential LSLs?

A water system must provide the initial notification within 30 days of completion of their initial service line inventory. For purposes of the initial inventory, EPA will treat the compliance date of October 16, 2024, as the start date for calculating the 30-day deadline for providing notification to persons served by a lead, galvanized requiring replacement, or lead status unknown line because this is also the deadline for systems to submit the inventory to the State. However, EPA does encourage water systems to provide these notifications earlier to educate their consumers. Water systems must also provide the notice at the initiation of service for new customers. This requirement applies beginning October 16, 2024. Water systems must repeat notification on an annual basis until the entire service connection is no longer lead, galvanized requirement replacement, or unknown.

What do water systems report to the State for this requirement?

Annually by July 1, the water system must demonstrate to the State that it delivered these service line notifications for the previous calendar year. The water system must provide a copy of the notification and information materials to the State. For additional information regarding specific State guidelines and formats for submission of this certification, please contact your State.

What are the content requirements for the Notification of Known or Potential LSLs?

The specific content requirements vary depending on whether the service line is lead, GRR, or unknown. All notifications must include an explanation of the health effects of lead, a statement that service line material is either lead, galvanized requiring replacement, or unknown, and steps individuals can take to reduce lead exposure in drinking water. For a confirmed lead or galvanized requiring replacement, the notice must also include information on opportunities to replace the service line. For an unknown service line, the notice must include information on opportunities to verify the material of the service line. See 40 C.F.R. section 141.84(e)(3) for the complete list of specific requirements.

What resources are available to assist systems with these notifications?

EPA is developing templates that water systems may use for the notifications of a known or potential LSL. EPA expects to have these templates available in spring 2024 and plans to post them on EPA's website at https://www.epa.gov/dwreginfo/lead-and-copper-rule-implementation-tools.

RESOLUTION NO. 2024-293

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD FOR LEAD SERVICE LINE INVENTORY AND REPLACEMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO SAID APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Drinking Water State Revolving Fund Loan Program provides low-cost financial assistance for the planning, acquisition, design, and construction of water infrastructure; and

WHEREAS, funds have been appropriated for Lead Service Line Replacement projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines; and

WHEREAS, the City of Duncanville desires to apply for financial assistance from the Texas Water Development Board for lead service line inventory and replacement.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an application to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $21,181,293.00 to provide for the costs of lead service line inventory and replacement.

SECTION 2. The City Manager of the City of Duncanville, Texas, is hereby designated the authorized representative of the City of Duncanville for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3. The firms and individuals authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Duncanville before any hearing held by the Texas Water Development Board on such application are under procurement and will be identified at a later date.

SECTION 4. This Resolution shall become effective immediately upon its passage.

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

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
City Council to receive a briefing on upcoming grant opportunities to financially support strategic initiatives identified as priority items for 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.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Matt Bryant, Director of Public Works
Brooke Thompson, MRB Group - Grants Administrator

BACKGROUND/HISTORY:
City Council to receive a briefing on upcoming grant opportunities to financially support strategic initiatives identified as priority items for the City of Duncanville.

Grant options recently explored or in planning stages include:
* Lead Service Line Replacement (August 2024);
* Safe Routes to School / Sidewalk Enhancement (estimated November 2024);
* Active Transportation Plan (estimated March 2025);
* AMI - Texas Water Development Board (estimated March 2025);
* Water / Wastewater Lines - Texas Water Development Board (estimated March 2025)
* Flood Infrastructure Fund / Drainage (FIF - estimated April 2025);
* 2025 Community Development Block Grant;
* Railroad Crossing Elimination (due September 23, 2024 - FY2023 - 2024 RCE NOFO);

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 - 20 Aug 2024

TITLE:
Council to receive a briefing from staff and the MRB Group to facilitate discussion among Council about strategies for potentially developing properties owned by the City and the Duncanville Community and Economic Development Corporation.

Vision Statement:

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Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Victor Barrera, Director of Economic Development
Matt Horn, MRB Group
Michael N'dolo, MRB Group

BACKGROUND/HISTORY:
The City and the DCEDC each own properties which have the potential for development. The purpose of this briefing is to facilitate discussion among the Council to create strategies for developing those properties.

POLICY EXPLANATION:
The City and the DCEDC each own properties which have the potential for development. The purpose of this briefing is to facilitate discussion among the Council to create strategies for developing those properties.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. No action necessary. Briefing only.

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Briefing and discussion on FY 2024-2025 Proposed Budget and updates

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 briefing is to provide an opportunity for the Council to continue discussions on the FY 2024-2025 Proposed Budget following the workshop on August 15, 2024. During this time the City Council will have the opportunity to ask follow-up questions, discuss the budget, provide direction to staff, give an update, or any other action as necessary. Additionally, if the Council agrees to and directs staff to make changes to the budget during the August 15th workshop, staff can provide a presentation to recap the changes.

Future dates to continue discussions on the budget are:

- September 3, 2024: Budget Hearing at the regular Council Meeting
- September 5, 2024: Additional budget workshop

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
NA

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real properties located east of Cedar Ridge, south of Interstate 20, north of Danieldale, west of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real properties located east of Cedar Ridge, south of Interstate 20, north of Danieldale, west of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

POLICY EXPLANATION:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real properties located east of Cedar Ridge, south of Interstate 20, north of Danieldale, west of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main, south of Wheatland, and north of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main, south of Wheatland, and north of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

POLICY EXPLANATION:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main, south of Wheatland, and north of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Proclamation acknowledging The Dog Training Club of Dallas County, Inc. (DTCDC) for 50 Years of Dog Training Excellence.

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:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
The Dog Training Club of Dallas County, Inc. (DTCDC), a non-profit organization, was formed in 1974 by a group of dedicated dog obedience trainers and has continued their diligent work since. The organization is composed of exceptional volunteers who have dedicated time, effort, education, and skills to ensure high-level training both to purebred and mixed breed dogs. In June 2024, the Dog Training Club of Dallas County, Inc. embarked on their 50th anniversary in the City of Duncanville.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
2024 Dog Training Club 50 Anniversary

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, The Dog Training Club of Dallas County, Inc. (DTCDC), a non-profit organization, was formed in 1974 by a group of dedicated dog obedience trainers: and,

WHEREAS, Dog obedience training classes, as offered by The Dog Training Club of Dallas County, have proven to be of great influence in educating the general public as to the responsibilities of dog ownership much to the benefit of the city and the public at large; and,

WHEREAS, As conducted by the volunteers of the Dog Training Club of Dallas County, Inc., obedience training for both purebred and mixed breed dogs, has shown to be of great value in producing happy, well behaved canine citizens. These dogs are a great joy to their owners as well as being appreciated by their neighbors and other citizens; and,

WHEREAS, By providing all breed training programs, these dedicated volunteers have improved the lives of thousands of dogs and their owners with not only obedience skills, championships, manners and social skills, but also high-level training involving therapy and nosework; and

WHEREAS, To commemorate their 50th year anniversary in our community, the Dog Training Club of Dallas County, Inc., will host a 50th year anniversary celebration for members and guests.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby call upon all citizens of Duncanville and upon all civic and community organizations to acknowledge that June 2024 marked DTCDC in their history of training, dedication, and volunteer services as

50 Years of Dog Training Excellence

I call upon all Duncanville citizens to acknowledge the importance of the work and efforts being done by DTCDC in the city of Duncanville and I further invite all citizens to join me in applauding the all-volunteer staff of The Dog Training Club of Dallas County, Inc., as they celebrate 50 years of outstanding training showing volunteering and community achievements. The dogs DTCDC has impacted, some of whom were once considered “lost causes” have become a source of pride and pleasure to their families and recognized as good canine citizens of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 20th day of August, 2024.

Mayor, The City of Duncanville

Draft

Duncanville Special Called Meeting Minutes
Regular Meeting
Tuesday, July 16, 2024

CALL TO ORDER
A regular meeting of the Duncanville City Council was called to order on Tuesday, July 16, 2024, at 5:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

1. **CALL TO ORDER**
Mayor Contreras called the meeting to order.

2. **RECEIVE PUBLIC COMMENTS**
No public comments

3. **CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:**

- Audit Committee

Interview conducted.

4. **DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION OF POSSIBLE BOARDS.**

5. **EXECUTIVE SESSION**

The Executive Session was called into session at 5:42 p.m. and Mayor Contreras read the item into record.

The Council closed the Executive Session at 5:58 p.m.

ADJOURNMENT
The meeting was adjourned at 6:00 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

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

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, July 16, 2024, at 6:02 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

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

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

Briefing Session was adjourned at 6:46 p.m. for City Council to convene into Executive Session.

A. ***Council to receive a briefing and status update on the Comprehensive Plan.***

Assistant City Manager David Kees gave the presentation, which included the highlights from MRB Group on the Comprehensive Plan. Mayor Pro Tem Koontz asked about the timeline for the plan, which Mr. Kees stated was eight to twelve months.

B. ***Council to receive a briefing on Section 16A - Sign Guidelines in the Code of Ordinances and deliberate possible changes.***

Presented by Mr. Kees.

C. ***Council to receive a briefing on a possible amendment to the ordinance for naming parks and facilities.***

Presented by Mr. Kees.

D. ***Receive a briefing and discuss the Council's actual training and retreat expenses and FY 2025 proposed budget.***

Presented by Budget Administrator Jennifer Otey.

EXECUTIVE SESSION

The Executive Session was called into session at 6:46 p.m. and City Attorney Hager read the item into record.

The Council closed the Executive Session at 7:07 p.m.

1. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of***

Draft

the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

2. ***City Council shall convene into closed Executive Session to seek legal advice from the City Attorney pursuant to Section 551.071 of the Texas Government Code concerning potential litigation involving real property located at 1718 Beaver Creek Court, Duncanville, Texas.***

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 7:16 p.m. with Mayor Contreras presiding.

Rachel McConnell with First Presbyterian Church Duncanville delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***
Mayor Contreras complimented the Lions Club and city staff on the parade and activities for the great July 4th celebration.

B. ***Councilmembers' Reports***
Councilmember McBurnett congratulated Holy Spirit Church on 50 years. He thanked the staff and public for praying for our Planning Director Nathan Warren. Councilmember Gooden thanked the Arts Commission for the joint meeting with the city council. Mayor Pro Tem Koontz announced that Chess in the Park is on August 3rd a Plyburn Park. There will be opportunities to learn and play chess. July 29th is the Pickle Ball Camp at the Recreation Center. He stated that a library survey is going on now and asked citizens to complete the survey, which can also be done online at the city website.

C. ***City Manager's Report.***
Mr. Finch welcomed our new Economic Development Director Victor Barrera. He thanked Assistant City Manager Robert Brown for his service and announced his retirement on August 30th. The new permitting software, Energov is being implemented. He thanked all involved in the Duncan Switch crosswalks. Budget Administrator Jennifer Otey has delivered the proposed budget and the Budget Townhall is scheduled for July 25th.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Proclamation designating July as Parks and Recreation Month.***
Presented by Parks and Recreation Director Bart Stevenson.

B. ***The Greatest American Cleanup Pledge Proclamation***
Presented by Assistant Parks and Recreation Director Tyler Agee.

3. CITIZENS' INPUT

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

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

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

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

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

Mary Flickner
418 N. Casa Grande Cir
spoke in favor for item 5D.

Amelia Moore
435 Roundtop
Support of Dog park

Teresa Montgomery
519 Allen Ave
Wheatland Plaza plan

Lisset Bell (email)
1019 Meadow Run Dr.
MRB Group Comprehensive plan

A. ***Council to receive a briefing from Leigh Ferguson of Republic Services relating to ongoing trash pickup, storm debris cleanup, and activity by Republic Services.***
Presented by Leigh Ferguson, Manager of Municipal Sales with Republic Services along with Scott Hemphill, Mario Flores, and Reginald Lambert of Republic Services. Assistant Utilities Superintendent David Dunn and solid Waste Coordinator LaShonda Vaughn with the Public Works department were also present to answer questions. Mayor Contreras asked how citizens know how to judge what 100 cubic yards looks like. Mr. Dunn stated that this information is posted on the website. He then asked how we were informing residents when they are combining brush and bulk trash. Mr. Dunn stated we are currently picking them up. It has also been put on social media and the website. In the future, we need to work on educating the public. Mayor Pro Tem Koontz asked how we are improving communication with the public. Mr. Dunn stated we are focusing on social media (Facebook and Nextdoor). We will be working closely with Communications and Marketing Administrator Alex Hamby to get information out to the public. Mr. Koontz then asked where other cities are in this same situation. Mr. Finch stated that the other Best Southwest cities are in similar situations.

4. CONSENT AGENDA

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

A. ***Consider the Minutes for the June 18, 2024, City Council Regular Meeting and July 9, 2024, Special Council Meeting.***

B. ***Consider a resolution approving a property damage recovery service agreement with Peachtree Recovery Services, Inc.***
RES 2024-287

C. ***Consider a Resolution awarding a bid and authorizing a Cooperative Purchasing Agreement with Viking Construction, Inc. through City of Grand Prairie Contract 21478 for micro-surfacing pavement treatment services for a one-year term, with the option to renew for up to two additional one-year terms, in an estimated contract amount not to exceed $1,800,000.00 over the three years, subject to the exercise of a contract renewal and City Council appropriation.***
RES 2024-290

D. ***Consider a Resolution authorizing the submittal of an application for financial assistance from the Texas Water Development Board for lead***

Draft

service line inventory and replacement and designating the City Manager as the authorized representative to execute all necessary documents related to said application.
RES 2024-293

E. ***Consider a Resolution ratifying Change Orders 1 and 2 for the design of the Cedar Ridge Road Reconstruction Project in an expenditure amount of $41,625.00 and authorizing an appropriation of $41,703.50 for additional project contingency for the execution of future change orders; amount of $83,328.50, for a total contract amount not to exceed $500,363.50.***
RES 2024-273

F. ***Consider a Resolution authorizing a Development and Release Agreement between the City of Duncanville and the Greene Homeowners' Association (HOA) to provide engineering plans for a drainage improvement project and release the City from any future liability and responsibility for improvements constructed on HOA-owned property.***
RES 2024-289

G. ***Consider a Resolution authorizing the purchase of three vehicles from Silsbee Ford Fleet Group that will be used in support of the Police Department's Patrol Division, in the expenditure amount not to exceed $216,163.95, with the additional purchase of upfitting cost to Axon in the expenditure amount not to exceed $39,349.44; with the additional purchase of upfitting cost to Motorola in an amount not to exceed $19,366.29.***
RES 2024-274R

H. ***Consider a resolution to accept and deposit awarded federal and state asset forfeiture funds.***
RES 2024-294

Councilmember Don McBurnett made a motion to approve the consent agenda, Mayor Pro Tem Jeremy Koontz 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.***

Councilmember Don McBurnett made a motion to approve the motion stated by Attorney Hager to authorize the city attorney to file an appropriate legal action to remove substandard building, debris and demolition refuse from property located at 1718 Beaver Creek Circle, Duncanville, Texas, Mayor Pro Tem Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

No further action taken.

B. ***Discuss and consider private citizens' appointments to the Audit Committee.***

Councilmember Don McBurnett made a motion to approve the appointment of Jerry Frazier to the Audit Committee, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

RES 2024-292

C. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Cedar Park Shopping Center, LTD., in an amount not to exceed $20,000.00 for a building located at 207-331 South Cedar Ridge Drive, Duncanville, Texas, 75116.***
Item was withdrawn.

D. ***Conduct a Public Hearing and consider adopting an Ordinance amending the Comprehensive Zoning Ordinance and Map, as heretofore amended, by amending the existing Single Family-7 District to grant a Specific Use Permit to allow for the use of Temporary Educational Use on Doris Heights, Block C, Lots 1-12, Block E, Lots 1-4, ACS 4.0241, more***

Draft

commonly known as 323 West Wheatland Road, Duncanville, Dallas County, Texas.
Presented by Assistant to the City Manager David Kees.

Mayor Contreras opened the public hearing at 8:24pm

Spoke In favor:
Felecia Davis
1002 Hunter Ridge Dr.
Arlington

Scott Graves
5085 N. Noric Dr.
Grand Prairie

Mike Litner
418 N. Casa Grande
Duncanville

Katy Edwards
226 Mudville
Duncanville

Robin Cooley
8811 Malarie Court
Waxahachie

Kevin "KC" Cook
3518 S. Echo Tr
Plano

Blake Flickner
418 N. Casa Grande Cir
Duncanville

Spoke in opposition:
None

Mayor Pro Tem Jeremy Koontz made a motion to close the public hearing, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

The public hearing closed at 8:35 pm.

Councilmember McBurnett asked about the school start and stop times and the number of students. A school representative presented the start and end times. Mayor Contreras asked about the plan for monitoring of the parking for pickup and drop-off and if there is efficient monitoring of the traffic flow and safety of children. A school representative reviewed the traffic flow for student drop-off and pick-up.
Attorney Hager clarified the number of students and faculty as well as the length of the special use permit.

Councilmember Don McBurnett made a motion to approve the item with stated conditions, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

ORD 2523

6. STAFF AND BOARD REPORTS

Draft

A. ***Present the Police Department's Quarterly Report.***
Presented by Assistant Police Chief Adrian Tiajiena.

B. ***Monthly Financial Report as of May 31, 2024***
Presented by Budget Administrator Otey.

ADJOURNMENT

The meeting was adjourned at 9:07 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville City Council Joint Meeting with Duncanville Community and Economic Development Board Minutes Tuesday, July 30, 2024

CALL TO ORDER

A joint meeting of the Duncanville City Council was called to order on Tuesday, July 30, 2024, at 6:01 p.m. in the Collab Space at Wheatland Plaza with a quorum to wit:

COUNCIL PRESENT:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

EXECUTIVE SESSION

The Executive Session was moved to the end of the regular meeting.

The Executive Session was called into session at 8:14 p.m., and City Attorney Hager read the item into record.

The Council closed the Executive Session at 8:31 p.m.

City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located north of Wheatland, south of Interstate 20, and west of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

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 record. The following spoke during the Citizens Input Period:

Draft

Rebecca Crawford
526 E. Magnolia Ln
No alcohol sales near school

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

No action taken.

B. ***Council and Duncanville Community and Economic Development Board to discuss the status of Wheatland Plaza, including:***

- Current progress of the project
- Next Steps
- Co-lab space
- Financials update

Presented by Monte Anderson, developer of Wheatland Plaza. Economic Development Director Victor Berrera reviewed the project from the city's perspective.

C. ***City Council and the Duncanville Community and Economic Development Corporation Board Members to discuss the following:***

- status of working together
- Council appointments to the board
- appointing a subcommittee to review bylaws of DCEDC
- general status of the DCEDC as it relates to the DCEDC's mission

City Manager Finch reviewed the changes to the collaboration with DCEDC. Chairman Kenneth Govan spoke for the DCEDC. Councilmembers Cherry-Brown and Pennebaker asked about how the DCEDC is soliciting new businesses in the city. Mr. Govan stated that members of the DCEDC and Economic Development are attending conventions and speaking with other cities and owners of shopping centers within the community to support businesses coming to Duncanville.

D. ***Consider a resolution approving a professional services agreement with MRB Group to provide an update to the City's Comprehensive Plan and authorizing the City Manager to sign and execute all documents associated with the agreement.***

RES 2024-296

Presented by Matt Horn with MRB Group.

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

ADJOURNMENT

The meeting was adjourned at 8:32 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville City Council Joint Meeting with Library Board Minutes Thursday, August 1, 2024

CALL TO ORDER

A joint meeting of the Duncanville City Council was called to order on Thursday, August 1, 2024, at 6:34 p.m. in the Library Meeting Room at the Duncanville Library with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Councilmember Joe Veracruz

1. **Approve minutes of the June 6, 2024, regular meeting of the Library Board.**

   The Library Board approved the minutes

2. **Receive Public Comments**
   No public comments

3. **Reports and presentations:**
   a. **Board Reports -** No board report
   b. **Library Report** - Library Director, Julio Vasquez stated he would give a report to the council at the next city council meeting. Assistant Library Director Hannah Olsen reported that the Friends of the Library had their annual book sale and reported on the various Fall programs.

4. **Discussion**
   a. **Patron survey results discussion and analysis,**
   b. **Open discussion with City Council**

   Library Board member Barbara Boddie reviewed the results of the library survey and gave a draft to the council. She indicated that more refined survey results would be forwarded to the council once all the information is compiled.

ADJOURNMENT

The meeting was adjourned at 7:42 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville Special Called Meeting Minutes
Regular Meeting
Monday, August 5, 2024

CALL TO ORDER
A special meeting of the Duncanville City Council was called to order on Monday, August 5, 2024, at 5:07 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Councilmember Joe Veracruz

1. RECEIVE PUBLIC COMMENTS

No public comments

2. CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:

- Zoning Board of Adjustment
- City Planning & Zoning Commission
- Community Engagement Board
- Duncanville Community and Economic Development Corporation Board (DCEDC)
- Duncanville Neighborhood Vitality Commission
- Keep Duncanville Beautiful Board
- Library Advisory Board
- Multicultural Commission
- Park & Recreation Advisory Board
- Sign Control Board
- TIF (Tax Increment Financing Reinvestment Zone Number One)
- Tri-Cities Animal Control Board

Interviews held

3. DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION OF POSSIBLE BOARDS

Open Discussion

4. EXECUTIVE SESSION

No Executive Session held.

ADJOURNMENT
The meeting was adjourned at 10:38 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville Special Called Meeting Minutes
Regular Meeting
Thursday, August 8, 2024

CALL TO ORDER
A special meeting of the Duncanville City Council was called to order on Thursday, August 8, 2024, at 5:10 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

1. RECEIVE PUBLIC COMMENTS

No public comments

2. CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:

- Zoning Board of Adjustment
- City Planning & Zoning Commission
- Community Engagement Board
- Duncanville Community and Economic Development Corporation Board (DCEDC)
- Duncanville Neighborhood Vitality Commission
- Keep Duncanville Beautiful Board
- Library Advisory Board
- Multicultural Commission
- Park & Recreation Advisory Board
- Sign Control Board
- TIF (Tax Increment Financing Reinvestment Zone Number One)
- Tri-Cities Animal Control Board

Interviews held

3. DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION OF POSSIBLE BOARDS

Open Discussion

4. EXECUTIVE SESSION

No Executive Session held.

ADJOURNMENT
The meeting was adjourned at 8:19 p.m.

ATTEST:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Consider a Resolution approving the proposal for city-paid employee and retiree medical, prescription, and dental plan with Blue Cross Blue Shield of Texas for a one-year agreement.

Vision Statement:

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

STAFF RESPONSIBLE:
Andrea Henry, Interim Human Resources Director

BACKGROUND/HISTORY:
In order to provide continuity of service and keep administrative costs to a minimum, HUB International and the City recommend entering into a one (1) year renewal contract with Blue Cross Blue Shield of Texas Health (BCBSTX) for fully insured Medical, Pharmacy, and Dental Claims Administration.

Today, the City is fully insured and contracted with BCBSTX. The City of Duncanville has not had a BCBS rate increase since 2020. BCBSTX has issued the City rate decrease of -4.8% from BCBSTX for the previous 2023/2024 fiscal year and before that a -2.0% rate decrease for the 2022/2023 fiscal year. Due to employee medical utilization during this fiscal year, BCBS has issued a rate increase of 8.8% for medical/pharmacy and an 18.08% increase for Dental which is factored into the 2024/2025 budget. There are no changes to plan designs for 2024/2025. We have reviewed analytics with HUB International and our plan designs and costs continue to be within the market standards.

POLICY EXPLANATION:
This Resolution will allow the City to enter into another one-year renewal agreement with BCBSTX for TPA services.

For FY 2024-2025 the City will make the following changes in employee/retiree premiums:

- **Active Employees**: There is an 8.8% rate increase to premiums to the City and employees.
- **Retiree Plans**: There will be a 5% decrease to the City's contribution for each Retiree tier, resulting in premium increases to the retirees and savings to the City.

City premium cost is apportioned to each department cost center, i.e. Finance Administration, Police Patrol, etc. Employee premiums are deducted from the payroll. Retiree premiums are accounted as revenues and are budgeted and paid out of non-departmental expenses.

FUNDING SOURCE:

ORG and Object Number
ORG/OBJECT = VARIOUS – 600112 (employees); 01088000-701253 (retirees)

Available Budget	**Purchase Amount**	**After Encumber**
$2,752,558	$2,603,533	$149,025

ACTION ALTERNATIVES:

1. Approve a one-year renewal agreement for City-paid Employee and Retiree Medical, Prescription, and Dental with Blue Cross Blue Shield Texas (BCBSTX).
2. Do not approve a one-year renewal agreement for City-paid Employee and Retiree Medical, Prescription, and Dental with Blue Cross Blue Shield Texas (BCBSTX).
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-295 - Renewal - Blue Cross Blue Shield Annual Contract - Pdf
Exhibit A - Blue Cross Blue Shield Renewal Contract

RESOLUTION NO. 2024-295

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS FOR MEDICAL, PRESCRIPTION, AND DENTAL BENEFITS FOR CITY EMPLOYEES WITH BLUE CROSS BLUE SHIELD OF TEXAS (BCBSTX) FOR A ONE-YEAR TERM, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to continue to provide medical, pharmacy, and dental benefits to City of Duncanville employees and retirees.

WHEREAS, it is desired to continue insurance coverage for Medical, Pharmacy, and Dental benefits with Blue Cross Blue Shield of Texas.

WHEREAS, due to BCBSTX offering an 8.8% rate increase for Medical/Pharmacy premiums for Fiscal Year 2024-2025, it is desired to increase the current premium contributions by employees by 0.8% and to increase the City's contribution portion by 8.0%; and a 5% reduction in City contributions for all Retiree tiers.

WHEREAS, due to BCBSTX offering an 18.09% rate increase for Dental for Fiscal Year 2024-2025, it is desired to increase the City's contribution portion from 0% to $28.71 for employee-only coverage, which 100% covers the premium for employee-only coverage on the low Dental plan.

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 the terms and conditions for medical, prescription, and dental benefits for city employees with Blue Cross Blue Shield of Texas (BCBSTX) for a one-year term, which is attached hereto and incorporated herein as Exhibit 'A'; and, authorizing the City Manager to execute the agreement and necessary documents.

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 20th day of August, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

BlueCross BlueShield of Texas
1001 E. Lookout Drive
Richardson, Texas 75082

BENEFIT PROGRAM APPLICATION ("BPA")
Blue Cross and Blue Shield of Texas (herein called "BCBSTX")
LARGE GROUP PLANS

Account Status: ☐ New ☒ Existing with Changes

Off Cycle Change: ☐ Yes ☒ No ☐ Former BCBSTX ASO converting to fully insured

Account Number (6-digits): 245607 Group Number(s): 245607, 245608, 347207, 347278

Policy Effective Date (month/day/year): 10/01/2024 Policy Anniversary Date (month/day/year): 10/01/2025

Legal Account Name: City of Duncanville
(Specify the Employer or the employee trust applying for coverage. An employee benefit plan may not be named)

☐ **NO CHANGES** **GROUP INFORMATION**

Employer Identification Number ("EIN"): 756004591

Standard Industry Code ("SIC"): 9199 Nature of Business: Municipal Government

Primary (Mailing) Address: 203 E Wheatland Rd

City: Duncanville State: Texas Zip: 75116-4824

Administrative Contact: Title:
Andrea Henry Human Resources Manager
Phone: 972-780-5012 Fax: n/a Email: andrea.henry@duncanvilletx.gov

Blue Access for Employers℠ ("BAE℠") Contact: Title:
Andrea Henry Human Resources Manager
The BAE Contact is an Employee of the account who is authorized by the Employer to access and maintain the account in BAE.

Phone: 972-780-5012 Fax: n/a Email: andrea.henry@duncanvilletx.gov

Administrative Contact (if different from Primary): Title:
_____ _____
Phone: _____ Fax: _____ Email: _____

Physical Address (if different from Primary - required): _____
City: _____ State: _____ Zip: _____

Contact: _____

Billing Address (if different from Primary): _____
City: _____ State: _____ Zip: _____

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Medical and Dental benefits are offered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Specified Disease, Accident, Hospital Indemnity and Vision insurance is underwritten by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Dearborn Life Insurance Company is an independent Blue Cross and Blue Shield licensee. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

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Billing Contact: Andrea Henry | Title: Human Resources Manager
Phone: 972-780-5012 | Fax: n/a | Email: andrea.henry@duncanvilletx.gov

Do you cover any wholly owned subsidiary or affiliated companies? ☐ Yes ☒ No If yes, please list below:
Subsidiary Companies to be covered (if more than one, list within the Additional Provisions):

_____

Subsidiary Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Affiliated Companies to be covered (if more than one, list within the Additional Provisions):

_____

Location(s): _____

The **Employee Retirement Income Security Act of 1974 (ERISA)** is a federal law that sets minimum standards for employee benefit plans in the private industry. In general, **all** employer groups, insured or ASO, are subject to ERISA provisions except for governmental entities, such as municipalities and public school districts, and "church plans" as defined by the Internal Revenue Code.

ERISA Regulated Group Health* Plan: ☐ Yes ☒ No

If Yes, is your ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified above? ☐Yes ☐No

If no, please specify your ERISA Plan Year (month/day/year): Beginning Date ____/____/____ End Date ____/____/____

ERISA Plan Administrator*: _____

Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, please give legal reason for exemption:

☐ Federal Governmental plan (e.g., the government of the United States or agency of the United States)
☐ Non-Federal Governmental plan (e.g., the government of the State, an agency of the state, or the government of a political subdivision, such as a county or agency of the State)
☐ Church plan
☐ Other; please specify: _____

Is your Non-ERISA Plan Year a period of 12 months beginning on the Anniversary Date specified above? ☒Yes ☐No

If no, please specify your ERISA Plan Year (month/day/year): Beginning Date ____/____/____ End Date ____/____/____

For more information regarding ERISA, contact your Legal Advisor.
*All as defined by ERISA and/or other applicable law/regulations

☒ **NO CHANGES** **PRODUCER OF RECORD INFORMATION**

1. *Producer/Agency** name to whom commissions are to be paid: HUB International Texas Inc..
   Producer Number of ☒ Producer or ☐ Agency: 038483000
   Street Address: 601 N Mesa St. Suite 1550
   City: El Paso Zip: 79901
   Phone: 915-206-6043 Fax: 866-399-3972
   Email: veronica.nunez@hubinternational.com
   Is Producer/Agency appointed with BCBSTX? ☒ Yes ☐ No Affiliated with General Agent? ☐ Yes ☒ No

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Commissions: $NET PCPM

2. *Producer/Agency** name to whom commissions are to be paid: _____
   Producer Number of ☐ Producer or ☐ Agency: _____
   Street Address: _____
   City: _____ Zip: _____
   Phone: _____ Fax: _____
   Email: _____
   Is Producer/Agency appointed with BCBSTX? ☐Yes ☐No Affiliated with General Agent? ☐ Yes ☐ No
   Commissions: $_____ PCPM
   If commission split, designate percentage for each producer/agency **Note**: total commissions paid must equal one hundred percent (100%)
   Producer/Agency 1: 100% Producer/Agency 2: _____%

3. Writing Producer's Name (please print):
   Producer Number: _____ Phone: _____ Email: _____
   Writing Producer's Signature: _____ Date: _____

*The producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

**If commissions are split, please provide the information requested above on both producers/agencies. BOTH must be appointed to do business with BCBSTX.

4. General Agent (GA) Override? ☐ Yes ☐ No **General Agent Name: _____**
   BCBSTX GA#: _____ Email: _____
   Address: _____
   City: _____ State: _____ Zip Code: _____
   Health Override Amount (if applicable): _____ Dental Override Amount (if applicable): _____

If applicable, effective _____, the named producer(s) or agency(ies) is/are recognized as Employer's Producer of Record (POR), to act as representative in negotiations with and to receive commissions from BCBSTX and/or corporate subsidiaries, as applicable, for procuring fully insured coverage for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for Employer. The POR is authorized to perform membership transactions on behalf of Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

General Agent's Signature: _____ Date: _____

☒ NO CHANGES SCHEDULE OF ELIGIBILITY

1. **Standard Eligibility Provisions:** Eligible Employee/Subscriber means an Employee who works on a full-time basis, who usually works at least thirty (30) hours a week, and who otherwise meets the Participation Criteria established by an Employer. The term includes a sole proprietor, a partner, and an independent contractor, if the individual is included as an Employee under a Health Benefit Plan of a large Employer regardless of the number of hours the sole proprietor, partner, or independent contractor works weekly, but only if the plan includes at least two (2) other Eligible Employees who work on a full-time basis and who usually work at least thirty (30) hours a week. Participation Criteria means any criteria or rules established by a large Employer to determine the Employees who are eligible for enrollment or continued enrollment under the terms of a Health Benefit Plan. The Participation Criteria may not be based on Health Status Related Factors.

(HMO only) the Eligible Subscriber must reside, live, or work in the Service Area.

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2. Other Eligibility Provisions (check all that apply):

☐ Retiree of the Employer.
☐ Part-time Employee of the Employer.
☐ Other: _____

Are any classes of Employees to be excluded from coverage? ☒ Yes ☐ No
If yes, please identify the classes and describe the exclusion: Part-Time (under 30hrs/week)

Domestic Partners covered: ☐ Yes ☒ No
A Domestic Partner means a person with whom the Employee has entered into a domestic partnership in accordance with the Employer's plan guidelines. The Employer is responsible for providing notice of possible tax implications to those covered Employees with Domestic Partners.

Continuation coverage for Domestic Partners: If Employer elects coverage for Domestic Partners, Domestic Partners are eligible for continuation coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) if the Employee elects COBRA coverage. Employer shall determine eligibility for COBRA continuation for Domestic Partners, if any, on an independent basis from the Employee. Please indicate your election below:

☐ Yes, Employer elects to offer continuation coverage to Domestic Partners, as defined in the Certificate Booklet on an independent basis from the Employee
☒ No, Employer does not elect to offer continuation coverage to Domestic Partners on an independent basis from the Employee (Domestic Partners are not independently eligible for continuation coverage)
☐ Other: _____

3. All current and new Employees must satisfy the substantive eligibility criteria and required Waiting Period in order for coverage to become effective. Covered Dependents do not have to satisfy a Waiting Period to become effective, but in no instance shall a Dependent be covered prior to the Employee's effective date**.**

If a person is added to the Policy and it is later determined that the Policyholder reported a coverage date earlier than what would apply to the Employee or Dependent, based on the Waiting Period and eligibility conditions the Policyholder provided to the Plan, the Plan reserves the right to retroactively adjust the coverage date for such person.

What is the effective date for a newly eligible person who becomes effective after the Employer's initial enrollment? (No effective date may exceed ninety-one (91) calendar days from the date that an individual becomes eligible for coverage, unless permitted by applicable law.)

☐ The date of employment (date of hire).
☐ The _____ day (standard is first (1st) or fifteenth (15th)) of the month following the date of employment.
☒ The 1st day (standard is first (1st) or fifteenth (15th)) of the month following thirty (30) days of employment.
☐ The _____ day (standard is first (1st) or fifteenth (15th)) of the month following select one month(s) of employment.

Substantive Eligibility Criteria (Optional): Provide a representation below regarding the terms of any eligibility conditions (other than any applicable Waiting Period already reflected above) imposed before an individual is eligible to become covered under the terms of the plan. If any of these eligibility conditions change, you are required to submit a new BPA to reflect that new information.

Check all that apply:

☐ An Orientation Period that:
  1. Does not exceed one (1) month (calculated by adding one (1) calendar month and subtracting one (1) calendar day from an Employee's start date); and
  2. If used in conjunction with a Waiting Period, the Waiting Period begins on the first (1st) day after the orientation period.

☐ A Cumulative hours of service requirement that does not exceed 1200 hours

☐ An hours-of-service per period (or full-time status) requirement for which a measurement period is used to determine the status of variable-hour Employees, where the measurement period:
  1. Starts between the Employee's date of hire and the first (1st) day of the following month;

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2. Does not exceed twelve (12) months; and

3. Taken together with other eligibility conditions does not result in coverage becoming effective later than thirteen (13) months from the Employee's start date plus the number of days between a start date and the first (1st) day of the next calendar month (if start day is not the first (1st) day of the month).

☐ Other substantive eligibility criteria not described above; please describe: _____

(HMO only) What is the effective date of coverage for a Newly Eligible Employee who becomes effective after the Employer's initial enrollment date? (No effective date may exceed ninety-one (91) calendar days from the date that an individual becomes eligible for coverage, unless permitted by applicable law.)

☐ The first (1st) day of the month following the date of employment (date of hire).

☐ The first (1st) day of the month following select one days of employment.

☐ The first (1st) day of the month following select one month(s) of employment.

4. **Are there multiple new hire Waiting Periods?** ☐ Yes ☒ No

If yes, attach eligibility and contribution details for each section.

Is the Waiting Period requirement to be waived on initial group enrollment?

Health ☐ Yes ☒ No ☐ N/A Dental ☐ Yes ☒ No ☐ N/A

5. **Annual Open Enrollment:** For Health and Dental Plans only, an Eligible Person, who did not enroll under timely enrollment, may apply for individual coverage, family coverage or add Dependents during the Employer's annual Open Enrollment Period. Such person's individual coverage date, family coverage date and/or Dependent's coverage date will be the Policy Anniversary Date following the Open Enrollment Period, provided the application is dated and signed prior to that date.

The Open Enrollment Period will be held during a thirty-one (31) day period prior to the Policy Anniversary Date of the program. Specify start of annual Open Enrollment Period: _____.

6. **The minimum standard limiting age for covered Dependent children is twenty-six (26) years.** Hereafter, a Dependent Child, Child or Children means a natural child, a stepchild, a medical support order child, an eligible foster child, an adopted child (including a child for whom the Employee or their spouse is a party in a suit in which the adoption of the child is sought) regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage or any combination of those factors. To be eligible for coverage, a child of an Employee's child must also be dependent upon Employee for federal income tax purposes at the time application for coverage is made.

7. **Disabled Dependent**: Disabled Dependent means a child who is medically certified as disabled and dependent upon the Employee or his/her spouse (or Domestic Partner if Domestic Partner coverage is elected). Disabled means any medically determinable physical or mental condition that prevents the child from engaging in self-sustaining employment. To administer medical certification of disabled Dependents, you may select option (a) standard rules or (b) custom rules. If (b) is selected there are additional selections regarding certification review, forms, and previous medical certification approvals.

a. ☒ Disabled Dependent Administration will follow **standard rules.**

A disabled Dependent is eligible to add or continue coverage beyond the limiting age of twenty-six (26). Certification Review is administered by BCBSTX; a Disabled Dependent Certification Form must be submitted to BCBSTX.

(HMO only) Proof of incapacity and dependency may be required within thirty-one (31) days of the child's attainment of the limiting age. Subsequent recertification may occur annually, as required.

b. ☐ Disabled Dependent Administration will follow **custom rules**. Please make the following selections:

Age: A disabled Dependent is eligible to add or continue coverage beyond the limiting age of twenty-six (26).

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Certification Review: Please select one (1) option regarding administration of Certification Review.

☐ Certification Review is administered by BCBSTX; a Disabled Dependent Certification Form must be submitted to BCBSTX.

(HMO only) Proof of incapacity and dependency may be required within thirty-one (31) days of the child's attainment of the limiting age. Subsequent recertification may occur annually, as required.

☐ Certification Review is administered by the Employer; there are no Disabled Dependent Certification Form requirements.

If Certification Review is administered by BCBSTX, please select one (1) option regarding forms:

☐ BCBSTX's Disabled Dependent Certification Form will be utilized.

☐ A custom/other Disabled Dependent Certification Form will be utilized.

If Certification Review is administered by BCBSTX, please select allowed or not allowed below:

An approved disabled Dependent medical certification from a prior carrier is ☐ allowed ☐ not allowed.

An approved disabled Dependent medical certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

☒ **NO CHANGES** **CURRENT ELIGIBILITY INFORMATION**

Total number of Employees/Subscribers:

1. On payroll _____
2. On COBRA continuation coverage _____
3. With retiree coverage (if applicable) _____
4. Who work part-time _____
5. Serving the new hire Waiting Period _____
6. Declining because of other **group** coverage (e.g., other commercial group coverage, Medicare, Medicaid, TRICARE/Champus) _____
7. Declining coverage (not covered elsewhere) _____

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☐ **NO CHANGES (HMO only) LEGISLATIVE ELECTIONS**

The following mandated benefit offers are made by HMO in compliance with Texas regulations. Please mark your acceptance or declination. Acceptance may result in a rate adjustment.

In Vitro Fertilization Services

☐ **Accept** – If accepted, benefits for In Vitro Fertilization Services will be provided to the same extent as benefits provided for other pregnancy related procedures. **(Note: If selected, an additional charge will be added to your rates.)**

☐ **Decline** – If declined, no benefits are available.

Speech and Hearing Services

☐ **Accept** – Benefits are paid same as any other illness.

☐ **Decline** – If declined, medically necessary speech therapy is covered on an outpatient basis only. Hearing aid benefit is limited to one (1) hearing aid per ear every thirty-six (36) months.

Development Delay – Certain therapies for children with developmental delays are already included in the HMO plans.

☒ **NO CHANGES (Non-HMO only) LEGISLATIVE ELECTIONS**

The following mandated benefit offers are made in compliance with Texas regulations. Please mark your acceptance or declination.

In Vitro Fertilization Services: Benefits for Medical-Surgical Expense incurred for in vitro fertilization procedures will be the same as for maternity care, provided specific requirements are met.

☐ **Accept** – If accepted, benefits for In Vitro Fertilization Services will be provided to the same extent as benefits provided for other pregnancy related procedures. **(Note: If selected an additional charge will be added to your rates.)**

☒ **Decline** – If declined, no benefits are available for these services.

Speech and Hearing Services: Benefits are available for the services of a physician or other provider to restore loss of or correct an impaired speech or hearing function. This benefit includes coverage for hearing aids.

☐ **Accept** – If accepted, benefits are available for medically necessary services to restore loss of or correct an impaired speech or hearing function, with no benefit maximum on hearing aids.

☒ **Decline** – If declined, benefits are available for medically necessary services to restore loss of or correct an impaired speech or hearing function; however, benefits for hearing aids are limited to one (1) hearing aid per ear every thirty-six (36) months.

Development Delay – Certain therapies for children with developmental delays are already included in the Non-HMO plans.

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☒ **NO CHANGES**	**LINES OF BUSINESS** **(Check all applicable products)**

Managed Health Care Coverage:

☐ Single Option: PPO Plan _____

☒ Multiple Plan Option:

Select up to four (4) plans. All plans may be PPO or HSA plans. If an HMO is selected, a PPO must also be selected.

Plan 1 BA0001 PPO Active **PPO**

Plan 2 BA0002 PPO Retriree **PPO**

Plan 3 BA0003 HSA Active **HSA**

Plan 4 BA0004 HSA Retiree **HSA**

If an HMO plan is selected, indicate additional election(s) below (if applicable):

Additional Benefit Options:

☐ Prescription Drug Program _____

☐ Inpatient Mental Health Care (IPMH) Select IPMH

☐ Durable Medical Equipment Select DME

See **HMO Legislative Elections** for In-Vitro Fertilization and Speech and Hearing Services options.

One hundred percent (100%) of Eligible Employees must reside, live, or work in the service area. The HMO service area includes all counties in Texas.

***If an HMO health plan is selected, please complete the HMO Non-Network Plan Certification (item 1) in the OTHER PROVISIONS section of this BPA.**

If HCA is selected, the HCA BPA with HCA Administrative Services Agreement must be completed, signed, and submitted.

Preferred HSA Vendor: Select Vendor
If HealthEquity, Inc. is selected, BCBSTX to send HSA enrollment to HealthEquity, Inc.: ☐ Yes ☒ No
Non-Preferred Vendor: Flores & Associates

Preferred FSA Vendor: Select Vendor
Non-Preferred Vendor: _____

Preferred Health Reimbursement Account (HRA) Vendor: Select Vendor
Non-Preferred Vendor: _____

An HSA must be paired with a qualified high deductible health plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer Groups should seek advice from their independent tax advisor legal counsel, or other professional counselor, to ensure their proposed benefit strategy, with respect to HSAs, FSAs, HRAs, or other benefit arrangements, does not conflict with current IRS requirements.

☐ **Blue Directions℠** If selected, the Blue Directions Addendum is attached and made part of the Policy

Health Care Management Services:

☒ Wellbeing Management (WBM)

In-Hospital Indemnity Plan:

☐ IHI

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DENTAL BENEFIT PLANS:

Voluntary Group Dental

☐ Plan _____

☒ Dual Option: Plan 1 BA0005 PDENT Dental Hgih Plan 2 BA0006 PDENT Dental Low

Employer-Paid Dental

☐ Plan _____

☐ Dual Option: Plan 1 _____ Plan 2 _____

BlueMax Advantage:

☐ Graduated dental benefit max

ANCILLARY COVERAGE:

☐ **Life, Disability, Specified Disease, Accident, Hospital Indemnity or Vision:** If checked, attach separate application for those coverages

COMMENTS: _____

☐ **NO CHANGES** **ACCOUNT EXPERIENCE – NEW GROUPS ONLY**

Are there any new large claims or more than fifteen percent (15%) change in large claims previous provided?

☐ No – Skip the rest of this (Account Experience) section

☐ Yes – Please answer the below questions to the best of your knowledge. Note: any changes indicated below may impact rates and will require Underwriter approval. "Participant" means all Eligible Employees, Dependents, retirees, and COBRA Continuants.

1. Has any Participant received more than twenty thousand dollars ($20,000) in medical benefits during the last twelve (12) months? ☐ Yes ☐ No

2. Is any Participant expected to have claims in excess of twenty thousand dollars ($20,000) during the next twelve (12) months? ☐ Yes ☐ No

3. Is any Participant mentally or physically handicapped or disabled or not actively at work? ☐ Yes ☐ No

4. Has any Participant been diagnosed as having a high-risk condition? ☐ Yes ☐ No

If any question is answered "yes," details must be provided below:

Participant Age	Diagnosis or Nature of the Disorder	Dates of Treatment	$ Amount of Claims	Prognosis/Current Treatment

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PREMIUM RATES						
	For Internal Use Only - Blue Star℠ Ben.Agree#: BA0001 PPO Active	*For Internal Use Only - Blue Star Ben.Agree#:* BA0002 PPO Retiree	*For Internal Use Only - Blue Star Ben.Agree#:* BA0003 HSA Active	*For Internal Use Only - Blue Star Ben.Agree#:* BA0004 HSA Retiree	*For Internal Use Only - Blue Star Ben.Agree#:* BA0005 PDENT Dental High	*For Internal Use Only - Blue Star Ben.Agree#:* BA0006 PDENT Dental Low
1. Employee only:	$762.89	$1,373.19	$685.41	$1,234.32	$60.73	$28.71
2. Employee plus one (1) dependent (i.e., Employee plus one (1) spouse or one (1) child):	$_____	$_____	$_____	$_____	$_____	$_____
3. Employee plus two (2) or more dependents:	$_____	$_____	$_____	$_____	$_____	$_____
4. Employee plus Spouse:	$1,679.77	$3,054.13	$1,508.77	$2,715.79	$123.23	$57.37
5. Employee plus Child(ren) (i.e., Employee plus one (1) or more children):	$1,145.03	$2,081.32	$1,028.82	$1,852.21	$151.88	$59.04
6. Employee plus Family / Family:	$2,152.90	$3,874.63	$1,934.11	$3,481.68	$214.36	$91.13
7. Other: _____	$_____	$_____	$_____	$_____	$_____	$_____
Single Tier Rate structure - Complete item 1.						
Two Tier Rate structure - Complete items 1. and 6.						
Three Tier Rate structure - Complete items 1., 2., and 3.						
Four Tier Rate Structure - Complete items 1., 4., 5., and 6.						
Indicate "N/A" in any rate field that does not apply.						
Medicare Eligible Rates (When BCBSTX is Secondary Payer)						
Single Coverage:	$_____	$_____	$_____	$_____	$_____	$_____
Family Coverage:	$_____	$_____	$_____	$_____	$_____	$_____

COMMENTS: _____

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HMO PROGRAM
☐ **Yes** ☒ **No**

Account Status: ☐ New Group ☐ Existing Group

Choose One: ☐ Blue Premier℠ HMO ☐ Blue Premier Access℠ HMO ☐ Blue Essentials℠ HMO

Physician Service Charges:
_____% of Claim Payments; $_____ per enrollee per month for health Claim Payments; **or** ☐ N/A

☒ **NO CHANGES** **FUNDING / CONTRIBUTION**

FUNDING ARRANGEMENT:

☐ Premium – Prospective

☐ **(Non-HMO only)** Premium – Prospective Retention (Retro Contingent)

☐ **(Non-HMO only)** Alternative Funding Minimum Premium Program – Prospective Minimum Premium (Retro Contingent). The standard premium and rate information does not apply to alternative funding programs. All information regarding premiums and the payments thereof for alternative funding programs can be found in the mutually agreed upon alternative funding agreement between the Employer and BCBSTX.

STANDARD PREMIUM INFORMATION

1. Premium Period:

☐ The first (1st) day of each calendar month through the last day of each calendar month.

☐ The fifteenth (15th) day of each calendar month through the fourteenth (14th) day of the next calendar month.

☐ 15/16 Day Rule – premiums will be billed for the entire month for Participants with effective dates on the first (1st) through the fifteenth (15th) day of the month. Premiums will not be billed for the month when the Participant's effective date falls on the sixteenth (16th) day through the end of the month.

2. The contribution of premium to be paid by the Employer is:

PRODUCT	Employee Only	Employee/Child(ren)	Employee/Spouse	Employee/Family
HEALTH				
Plan 1	% **or** $	% **or** $	% **or** $	% **or** $
Plan 2	% **or** $	% **or** $	% **or** $	% **or** $
Plan 3	% **or** $	% **or** $	% **or** $	% **or** $
Plan 4	% **or** $	% **or** $	% **or** $	% **or** $
DENTAL				
Plan 1	% **or** $	% **or** $	% **or** $	% **or** $
Plan 2	% **or** $	% **or** $	% **or** $	% **or** $

3. **(HMO only)** Grace Period: thirty (30) days – standard

4. Prior written notification by BCBSTX to Employer for change of premium rates is sixty (60) days

5. Additional Information/Comments: _____

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☒ **NO CHANGES** **BILLING SPECIFICATIONS**

Employees Listed: ☒ alphabetically ☐ by location
If by location, list locations including location numbers if applicable: _____

Sort by: ☒ Unique Identification Number **(standard)**
☐ Social Security Number

Billing format:
(complete only if special billing requirements are needed)
☒ Benefit Agreement
☐ Also, Page Break
☐ Categories
☐ Multiple Billing Profiles
Explanation: _____

Premium Delay:
(Underwriter approval required for options other than zero (0) day delay)
☒ Zero (0) day delay **(standard)**
☐ Thirty (30) day delay
☐ Sixty (60) day delay
☐ Ninety (90) day delay

☒ **NO CHANGES** **ID CARD DELIVERY**

Mail ID Cards to:
☐ Account
☒ Member's home **(standard)**
Note: if an HMO plan is selected, HMO ID cards must be mailed to the Member's home

☒ **NO CHANGES** **OTHER PROVISIONS**

1. **Electronic Issuance**: Delivery of insurance documents, including but not limited to the GAD, BPA, Benefit Booklet, SBC and other required forms and amendments thereto, will be delivered via an electronic file or access to an electronic file to the Employer for delivery to each Employee. The Employer agrees that it is solely responsible for providing each Employee access to the most current version of any E-file Benefit Booklet, amendment, or other revised form provided by BCBSTX, or to provide a paper copy of the same to an Employee upon request. The Employer is solely responsible and holds BCBSTX harmless from any misuse of the E-file provided by BCBSTX. You can request paper delivery of insurance documents by indicating below. You may also go back to paper delivery at any time with no penalty. To change your preferences, contact your Account Executive. Your documents can be viewed or printed using your computer or mobile device that supports mobile browsing. If the method to access electronic files is revised, BCBSTX will notify you and give an opportunity to request paper delivery. Notice of cancellation or termination of a policy will be delivered both electronically and in paper form.

☐ Opt-Out – Employer declines to receive electronic versions insurance documents.

2. **(HMO only) HMO Non-Network Plan Certification:** The Texas Insurance Code mandates HMOs whose network-based delivery system of coverage is the only health benefit coverage being offered under an Employer's health benefit plan must offer all Eligible Subscribers the opportunity to obtain other health coverage through a non-network plan at the time of enrollment and at least annually.

The non-network coverage required by law may be provided through a point-of-service contract, a preferred provider benefit plan, or any coverage arrangement that allows an Employee to access services outside the HMO's or limited provider network's delivery network. New and renewing groups who refuse to offer or certify that they offered a non-network plan concurrent with the HMO-only will not be allowed to purchase or renew coverage through BCBSTX. To comply with the provisions of this mandate, BCBSTX requests Employer groups certify a non-network plan will be offered to Eligible Subscribers.

Describe Non-Network Product Offered: _____
Authorized Company Official's Initials: _____

3. **EHB Election:** Employer elects EHBs based on the Texas benchmark.

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4. This BPA is incorporated into and made a part of the Policy entered into and agreed upon by BCBSTX and the account.

5. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

6. **Reimbursement:** It is understood and agreed that in the event BCBSTX makes a recovery on a third-party liability claim, BCBSTX will retain twenty-five percent (25%) of any recovered amounts, other than recovery amounts received as a result of, or associated with, any Workers' Compensation Law.

7. **Third-Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services)**: BCBSTX engages with third-party recovery vendors and law firms on a post-pay basis to identify and/or recover any potential overpayments that may have been made to Providers.

8. **Massachusetts Health Care Reform Act:** Notwithstanding anything to the contrary in this Employer Application, with respect to the Employer's Employees who live in Massachusetts (if any) the Employer represents that it offers the health insurance benefits provided for herein to all full-time Employees, and the Employer will not make a smaller premium contribution percentage to a full-time Employee living in Massachusetts than to any other full-time Employee living in Massachusetts who receives an equal or greater total hourly or annual salary. For purposes of this representation, a "full-time Employee" is defined by Massachusetts law, generally an Employee who is scheduled or expected to work at least the equivalent of an average of thirty-five (35) hours per week.

If elected below, BCBSTX will provide required written statements of Minimum Creditable Coverage ("MCC") to Participants residing in Massachusetts and submit applicable electronic reporting to the Massachusetts Department of Revenue. Information transmitted will be exclusively based on information provided to BCBSTX by Employer and coverage under the Plan(s) during the term of this Agreement. By electing to have BCBSTX transmit these creditable coverage reports on Employer's behalf, Employer hereby certifies that, to the best of its knowledge, such coverage under the Plan(s) is "creditable coverage" in accordance with the Massachusetts Health Care Reform Act. Employer acknowledges that BCBSTX is not responsible for verifying nor ensuring compliance with any tax and/or legal requirements related to this service. Employer or its Participants should seek advice from their legal or tax advisors as necessary. If not elected, Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.

☐ Employer consents to BCBSTX transmitting MCC reports on its behalf. Further, Employer attests that the information submitted is true and compliant with all relevant MCC Regulations.

☐ Employer will transmit MCC reports, and any other documentation as may be required to comply with the Massachusetts Health Care Reform Act.

9. ☒ **Medical and Ancillary Package Pricing:** The rates shown in this Agreement reflect a volume-based discount in an amount up to three percent (3%) of the medical premium for the twelve (12) month period beginning on the Policy Effective Date. If any of the qualifying ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness, Hospital Indemnity and/or Vision product(s)) lapses during this twelve (12) month period, BCBSTX reserves the right to remove the volume-based discount attributable to the lapsed product on medical premium. In such event, upon sixty (60) days prior written notice to Employer, the premium payment will be adjusted to reflect the removal of the discount attributable to the lapsed product.

ADDITIONAL PROVISIONS:

A. **Grandfathered Health Plans:** Employer shall provide BCBSTX with written notice prior to renewal (and during the plan year, at least sixty (60) days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for any class of Similarly Situated Individuals as such terms are described in the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be

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responsible for any legal, tax or other ramifications related to any benefit package of any group health insurance coverage (each hereafter a "plan") qualifying as a "grandfathered health plan" under the Affordable Care Act and applicable regulations or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and made part of the BPA and Group Policy, and Employer represents and warrants that such Form is true, complete, and accurate. If Employer fails to timely provide BCBSTX with any requested grandfathered health plan information, BCBSTX may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.

B. **Retiree Only Plans and/or Excepted Benefits**: If the BPA includes any retiree only plans and/or excepted benefits, then Employer represents and warrants that one (1) or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's past, present and future exempt plan status.

C. Employer shall indemnify and hold harmless BCBSTX and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against BCBSTX in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any directions, actions and interpretations of the Employer, and/or (d) any provision of inaccurate information, and/or (f) Employer's selection of Essential Health Benefit ("EHB") benchmark for the purpose of ACA. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

Notwithstanding anything in the Policy or Renewal(s) to the contrary, BCBSTX reserves the right to revise our charge for the cost of coverage (premium or other amounts) at any time if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Policyholder's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

Renewals Only: (For the purposes of this Policy, the term "existing BPA" includes, if applicable, the initial Schedule of Specifications and/or Group Agreement signed by the Employer, and any subsequent Schedules of Specifications and/or Group Agreements and amendments thereto.) If this BPA is blank, it is intentional, and this BPA is an addendum to the existing BPA. In such case, all terms of the existing BPA as amended from time to time shall remain in force and effect. However, beginning with the Employer's first renewal date on or after September 23, 2010, the provisions of paragraphs A-C (above) shall be part of (and be in addition to) the terms of the existing BPA as amended from time to time.

Summary of Benefits and Coverage ("SBC"): The SBC Addendum is attached and made a part of the Policy. BCBSTX will create the SBC (only for benefits BCBSTX insures under the Policy) and provide the SBC to the Employer in electronic format. If the Employer approves of the content, Employer will then distribute the SBC to participants and beneficiaries (or hire a third party to distribute) as required by law. If the Employer would like changes to the SBC, it will promptly notify BCBSTX. BCBSTX will also distribute the SBC to participants and beneficiaries via regular hardcopy mail or electronically in response to occasional requests received directly from individuals. All other distribution is the responsibility of the Employer.

Effective 10/01/2024, there will be no changes to the dental. There will be a change to medical.
-Updating the H.S.A. plan to from $3,000 ded to $3,200 ded per the IRS.

-please remove Katherine Peal as the primary contact and add Andrea Henry as the primary contact.

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BCBSTX will provide reimbursement for up to $20,000 to cover Employer's approved wellness program implementation costs. Employer must substantiate the implementation cost by providing evidence of the amount, date incurred, and purpose of the expense, and upon approval, BCBSTX will issue reimbursement to Employer in the form of a credit on the Employer's invoice up to the Allowed Amount. BCBSTX will not reimburse any costs incurred prior to the start of, or following termination of, the policy period. Amounts unused at the end of the policy period will remain property of BCBSTX. If Employer cancels coverage before expiration of the policy period, Employer will be required to refund BCBSTX the full amount of the used portion of the wellness implementation fund.

There will be no other changes to medical benefits.
There will be no changes to the account structure.

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EMPLOYER STATEMENTS:

1. BCBSTX reserves the right to take any or all of the following actions:

a) Initial rates for new groups will be finalized for the effective date of the policy based on the enrolled participation and Employer contribution levels;

b) After the policy effective date, the group will be required to maintain a minimum Employer contribution of fifty percent (50%), and at least a seventy-five percent (75%) participation of eligible Employees. In the event the Group is unable to maintain the contribution and participation requirements, then the rates will be adjusted accordingly; and/or

c) Non-renew or discontinue coverage if the fifty percent (50%) minimum Employer contribution is not met and/or less than seventy-five percent (75%) of Eligible Employees are enrolled for coverage for six (6) consecutive months.

BCBSTX reserves the right to change premium rates when a substantial change occurs in the number or composition of Subscribers covered. A substantial change will be deemed to have occurred when the number of Employees/Subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty-five percent (25%) or more over a ninety (90) day period.

Employer will promptly notify BCBSTX of any change in participation and Employer contribution.

2. Producer Statement (if applicable): I certify that I have reviewed all enrollment materials. I have also advised the Employer that I have no authority to bind these coverages, to alter the terms of the Policy(ies), this BPA or enrollment material in any manner or to adjust any claims for benefits under the Policy(ies).

3. BCBSTX will report the value of all remuneration by BCBSTX to ERISA plans with one hundred (100) or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than one hundred (100) participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/consultant is eligible for the sale or renewal of self-funded and/or insured products.

4. The undersigned person represents that he/she is authorized and responsible for purchasing coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in the Policy into which this BPA shall be incorporated at the time of acceptance by BCBSTX. Upon acceptance, BCBSTX shall issue a Contract to the Employer and the Employer shall be referred to as the “Employer or Policyholder” (Non-HMO) and “Group” (HMO) in the Contract.

5. The Employer’s Benefit Program Application must pre-date the requested effective date and be received by BCBSTX at its home office no less than thirty (30) days prior to the requested effective date.

Eric Thomas	
Authorized BCBSTX Representative	Signature of Authorized Purchaser
Account Executive	
Title	Title
07/09/2024	
Date	Date
Agent Representative (if applicable)	

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PROXY (OPTIONAL)

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"), or any successor thereof , with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked either in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

HCSC pays indemnification or advances expenses to its directors, officers, employees, or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.:_____ By: _____

Print Signer's Name Here

➡ _____

Signature and Title

Group Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Dated this _____ day of _____ _____
Month Year

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BlueCross BlueShield of Texas

Consumer Choice Plan Disclosure Statement

This health plan does not include the same level of benefits required in other plans.

This HMO plan is a consumer choice plan. This plan doesn't include the same level of benefits that are in Texas health plans known as state-mandated plans. This plan does include all health benefits required by the Affordable Care Act.

To see all benefits offered by this plan, go to the plan's "Summary of Benefits and Coverage."

Benefit/coverage:	This plan:	A health plan with required benefits (state-mandated plan):
Deductible The amount you pay for care before the plan begins to share the cost.	Has a deductible.	Has no deductibles for participating provider care.
Out-of-Pocket Costs The amount you pay when you receive covered services, up to a calendar year maximum**.**	Includes out-of-pocket costs that meet federal requirements but may sometimes be more than in a state-mandated plan.	A copay must be less than 50% of the total cost of the service. Annual out-of-pocket costs must be capped at 200% of your annual premium cost if you alert the plan.
Habilitative and Rehabilitative Care Care that helps you improve skills for daily living.	Includes a limit on the number of visits per year for speech therapy, occupational therapy, physical therapy and chiropractic care. Limits do not apply for the treatment of acquired brain injury and autism spectrum disorder.	Has no limits on the amount of care if it is needed for medical reasons.
Home Health Services	Includes a limit for home health services.	Has no limits on home health services.
Therapies for Children with Developmental Delays	Does not cover therapies for treatment of developmental delay in children	Covers certain development delay therapies for children with developmental delay, up to age three.

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BlueCross BlueShield
of Texas

If you want a plan with all required benefits:

We also offer a state-mandated plan that includes all required benefits. This plan is not on Healthcare.gov and does not allow you to get help with premiums and out-of-pocket costs. To learn more about this plan, call 1-877-299-2377or visit https://www.bcbstx.com/shop-plans-and-products.

By signing this form, you acknowledge the following:

- I understand the consumer choice plan I am applying for does not provide the same level of coverage required in other Texas health plans (state-mandated plans).
- I understand I can get more information about consumer choice plans from the Texas Department of Insurance's website, https://www.tdi.texas.gov/consumer/consumerchoice.html, or by calling the Consumer Help Line at 1-800-252-3439.

Do not sign this document if you don't understand it.
No firme este documento si no lo comprende.

Signature of Applicant **Date**

Name of Applicant (print name)

Name of Business, if applicable

Address

City **State** **Zip**

HMO must give you a copy of this statement upon request.

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BlueCross BlueShield of Texas
1001 E. Lookout Drive
Richardson, Texas 75082

BENEFIT PROGRAM APPLICATION ("BPA")

Blue Cross and Blue Shield of Texas (herein called "BCBSTX")

LARGE GROUP PLANS

Account Status: ☐ New ☒ Existing with Changes

Off Cycle Change: ☐ Yes ☒ No ☐ Former BCBSTX ASO converting to fully insured

Account Number (6-digits): 245607 Group Number(s): 245607, 245608, 347207, 347278

Policy Effective Date (month/day/year): 10/01/2024 Policy Anniversary Date (month/day/year): 10/01/2025

Legal Account Name: City of Duncanville
(Specify the Employer or the employee trust applying for coverage. An employee benefit plan may not be named)

☐ **NO CHANGES** **GROUP INFORMATION**

Employer Identification Number ("EIN"): 756004591

Standard Industry Code ("SIC"): 9199 Nature of Business: Municipal Government

Primary (Mailing) Address: 203 E Wheatland Rd

City: Duncanville State: Texas Zip: 75116-4824

Administrative Contact: Title:
Andrea Henry Human Resources Manager
Phone: 972-780-5012 Fax: n/a Email: andrea.henry@duncanvilletx.gov

Blue Access for Employers℠ ("BAE℠") Contact: Title:
Andrea Henry Human Resources Manager
The BAE Contact is an Employee of the account who is authorized by the Employer to access and maintain the account in BAE.

Phone: 972-780-5012 Fax: n/a Email: andrea.henry@duncanvilletx.gov

Administrative Contact (if different from Primary): Title:
_____ _____
Phone: _____ Fax: _____ Email: _____

Physical Address (if different from Primary - required): _____
City: _____ State: _____ Zip: _____

Contact: _____

Billing Address (if different from Primary): _____
City: _____ State: _____ Zip: _____

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Medical and Dental benefits are offered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Specified Disease, Accident, Hospital Indemnity and Vision insurance is underwritten by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Dearborn Life Insurance Company is an independent Blue Cross and Blue Shield licensee. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

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Billing Contact: Andrea Henry | Title: Human Resources Manager
Phone: 972-780-5012 | Fax: n/a | Email: andrea.henry@duncanvilletx.gov

Do you cover any wholly owned subsidiary or affiliated companies? ☐ Yes ☒ No If yes, please list below:
Subsidiary Companies to be covered (if more than one, list within the Additional Provisions):

_____

Subsidiary Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Affiliated Companies to be covered (if more than one, list within the Additional Provisions):

_____

Location(s): _____

The **Employee Retirement Income Security Act of 1974 (ERISA)** is a federal law that sets minimum standards for employee benefit plans in the private industry. In general, **all** employer groups, insured or ASO, are subject to ERISA provisions except for governmental entities, such as municipalities and public school districts, and "church plans" as defined by the Internal Revenue Code.

ERISA Regulated Group Health* Plan: ☐ Yes ☒ No

If Yes, is your ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified above? ☐Yes ☐No

If no, please specify your ERISA Plan Year (month/day/year): Beginning Date ____/____/____ End Date ____/____/____

ERISA Plan Administrator*: _____

Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, please give legal reason for exemption:

☐ Federal Governmental plan (e.g., the government of the United States or agency of the United States)
☐ Non-Federal Governmental plan (e.g., the government of the State, an agency of the state, or the government of a political subdivision, such as a county or agency of the State)
☐ Church plan
☐ Other; please specify: _____

Is your Non-ERISA Plan Year a period of 12 months beginning on the Anniversary Date specified above? ☒Yes ☐No

If no, please specify your ERISA Plan Year (month/day/year): Beginning Date ____/____/____ End Date ____/____/____

For more information regarding ERISA, contact your Legal Advisor.
*All as defined by ERISA and/or other applicable law/regulations

☒ **NO CHANGES** **PRODUCER OF RECORD INFORMATION**

1. *Producer/Agency** name to whom commissions are to be paid: HUB International Texas Inc..
   Producer Number of ☒ Producer or ☐ Agency: 038483000
   Street Address: 601 N Mesa St. Suite 1550
   City: El Paso Zip: 79901
   Phone: 915-206-6043 Fax: 866-399-3972
   Email: veronica.nunez@hubinternational.com
   Is Producer/Agency appointed with BCBSTX? ☒ Yes ☐ No Affiliated with General Agent? ☐ Yes ☒ No

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Commissions: $NET PCPM

2. *Producer/Agency** name to whom commissions are to be paid: _____
Producer Number of ☐ Producer or ☐ Agency: _____
Street Address: _____
City: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____
Is Producer/Agency appointed with BCBSTX? ☐Yes ☐No Affiliated with General Agent? ☐ Yes ☐ No
Commissions: $_____ PCPM
If commission split, designate percentage for each producer/agency **Note**: total commissions paid must equal one hundred percent (100%)
Producer/Agency 1: 100% Producer/Agency 2: _____%

3. Writing Producer's Name (please print):
Producer Number: _____ Phone: _____ Email: _____
Writing Producer's Signature: _____ Date: _____

*The producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

**If commissions are split, please provide the information requested above on both producers/agencies. BOTH must be appointed to do business with BCBSTX.

4. General Agent (GA) Override? ☐ Yes ☐ No **General Agent Name: _____**
BCBSTX GA#: _____ Email: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Health Override Amount (if applicable): _____ Dental Override Amount (if applicable): _____

If applicable, effective _____, the named producer(s) or agency(ies) is/are recognized as Employer's Producer of Record (POR), to act as representative in negotiations with and to receive commissions from BCBSTX and/or corporate subsidiaries, as applicable, for procuring fully insured coverage for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for Employer. The POR is authorized to perform membership transactions on behalf of Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

General Agent's Signature: _____ Date: _____

☒ NO CHANGES SCHEDULE OF ELIGIBILITY

1. **Standard Eligibility Provisions:** Eligible Employee/Subscriber means an Employee who works on a full-time basis, who usually works at least thirty (30) hours a week, and who otherwise meets the Participation Criteria established by an Employer. The term includes a sole proprietor, a partner, and an independent contractor, if the individual is included as an Employee under a Health Benefit Plan of a large Employer regardless of the number of hours the sole proprietor, partner, or independent contractor works weekly, but only if the plan includes at least two (2) other Eligible Employees who work on a full-time basis and who usually work at least thirty (30) hours a week. Participation Criteria means any criteria or rules established by a large Employer to determine the Employees who are eligible for enrollment or continued enrollment under the terms of a Health Benefit Plan. The Participation Criteria may not be based on Health Status Related Factors.

(HMO only) the Eligible Subscriber must reside, live, or work in the Service Area.

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2. Other Eligibility Provisions (check all that apply):

☐ Retiree of the Employer.
☐ Part-time Employee of the Employer.
☐ Other: _____

Are any classes of Employees to be excluded from coverage? ☒ Yes ☐ No
If yes, please identify the classes and describe the exclusion: Part-Time (under 30hrs/week)

Domestic Partners covered: ☐ Yes ☒ No
A Domestic Partner means a person with whom the Employee has entered into a domestic partnership in accordance with the Employer's plan guidelines. The Employer is responsible for providing notice of possible tax implications to those covered Employees with Domestic Partners.

Continuation coverage for Domestic Partners: If Employer elects coverage for Domestic Partners, Domestic Partners are eligible for continuation coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) if the Employee elects COBRA coverage. Employer shall determine eligibility for COBRA continuation for Domestic Partners, if any, on an independent basis from the Employee. Please indicate your election below:

☐ Yes, Employer elects to offer continuation coverage to Domestic Partners, as defined in the Certificate Booklet on an independent basis from the Employee
☒ No, Employer does not elect to offer continuation coverage to Domestic Partners on an independent basis from the Employee (Domestic Partners are not independently eligible for continuation coverage)
☐ Other: _____

3. All current and new Employees must satisfy the substantive eligibility criteria and required Waiting Period in order for coverage to become effective. Covered Dependents do not have to satisfy a Waiting Period to become effective, but in no instance shall a Dependent be covered prior to the Employee's effective date**.**

If a person is added to the Policy and it is later determined that the Policyholder reported a coverage date earlier than what would apply to the Employee or Dependent, based on the Waiting Period and eligibility conditions the Policyholder provided to the Plan, the Plan reserves the right to retroactively adjust the coverage date for such person.

What is the effective date for a newly eligible person who becomes effective after the Employer's initial enrollment? (No effective date may exceed ninety-one (91) calendar days from the date that an individual becomes eligible for coverage, unless permitted by applicable law.)

☐ The date of employment (date of hire).
☐ The _____ day (standard is first (1st) or fifteenth (15th)) of the month following the date of employment.
☒ The 1st day (standard is first (1st) or fifteenth (15th)) of the month following thirty (30) days of employment.
☐ The _____ day (standard is first (1st) or fifteenth (15th)) of the month following select one month(s) of employment.

Substantive Eligibility Criteria (Optional): Provide a representation below regarding the terms of any eligibility conditions (other than any applicable Waiting Period already reflected above) imposed before an individual is eligible to become covered under the terms of the plan. If any of these eligibility conditions change, you are required to submit a new BPA to reflect that new information.

Check all that apply:

☐ An Orientation Period that:
  1. Does not exceed one (1) month (calculated by adding one (1) calendar month and subtracting one (1) calendar day from an Employee's start date); and
  2. If used in conjunction with a Waiting Period, the Waiting Period begins on the first (1st) day after the orientation period.

☐ A Cumulative hours of service requirement that does not exceed 1200 hours

☐ An hours-of-service per period (or full-time status) requirement for which a measurement period is used to determine the status of variable-hour Employees, where the measurement period:
  1. Starts between the Employee's date of hire and the first (1st) day of the following month;

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2. Does not exceed twelve (12) months; and

3. Taken together with other eligibility conditions does not result in coverage becoming effective later than thirteen (13) months from the Employee's start date plus the number of days between a start date and the first (1st) day of the next calendar month (if start day is not the first (1st) day of the month).

☐ Other substantive eligibility criteria not described above; please describe: _____

(HMO only) What is the effective date of coverage for a Newly Eligible Employee who becomes effective after the Employer's initial enrollment date? (No effective date may exceed ninety-one (91) calendar days from the date that an individual becomes eligible for coverage, unless permitted by applicable law.)

☐ The first (1st) day of the month following the date of employment (date of hire).

☐ The first (1st) day of the month following select one days of employment.

☐ The first (1st) day of the month following select one month(s) of employment.

4. **Are there multiple new hire Waiting Periods?** ☐ Yes ☒ No

If yes, attach eligibility and contribution details for each section.

Is the Waiting Period requirement to be waived on initial group enrollment?

Health ☐ Yes ☒ No ☐ N/A Dental ☐ Yes ☒ No ☐ N/A

5. **Annual Open Enrollment:** For Health and Dental Plans only, an Eligible Person, who did not enroll under timely enrollment, may apply for individual coverage, family coverage or add Dependents during the Employer's annual Open Enrollment Period. Such person's individual coverage date, family coverage date and/or Dependent's coverage date will be the Policy Anniversary Date following the Open Enrollment Period, provided the application is dated and signed prior to that date.

The Open Enrollment Period will be held during a thirty-one (31) day period prior to the Policy Anniversary Date of the program. Specify start of annual Open Enrollment Period: _____.

6. **The minimum standard limiting age for covered Dependent children is twenty-six (26) years.** Hereafter, a Dependent Child, Child or Children means a natural child, a stepchild, a medical support order child, an eligible foster child, an adopted child (including a child for whom the Employee or their spouse is a party in a suit in which the adoption of the child is sought) regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage or any combination of those factors. To be eligible for coverage, a child of an Employee's child must also be dependent upon Employee for federal income tax purposes at the time application for coverage is made.

7. **Disabled Dependent**: Disabled Dependent means a child who is medically certified as disabled and dependent upon the Employee or his/her spouse (or Domestic Partner if Domestic Partner coverage is elected). Disabled means any medically determinable physical or mental condition that prevents the child from engaging in self-sustaining employment. To administer medical certification of disabled Dependents, you may select option (a) standard rules or (b) custom rules. If (b) is selected there are additional selections regarding certification review, forms, and previous medical certification approvals.

a. ☒ Disabled Dependent Administration will follow **standard rules.**

A disabled Dependent is eligible to add or continue coverage beyond the limiting age of twenty-six (26). Certification Review is administered by BCBSTX; a Disabled Dependent Certification Form must be submitted to BCBSTX.

(HMO only) Proof of incapacity and dependency may be required within thirty-one (31) days of the child's attainment of the limiting age. Subsequent recertification may occur annually, as required.

b. ☐ Disabled Dependent Administration will follow **custom rules**. Please make the following selections:

Age: A disabled Dependent is eligible to add or continue coverage beyond the limiting age of twenty-six (26).

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Certification Review: Please select one (1) option regarding administration of Certification Review.

☐ Certification Review is administered by BCBSTX; a Disabled Dependent Certification Form must be submitted to BCBSTX.

(HMO only) Proof of incapacity and dependency may be required within thirty-one (31) days of the child's attainment of the limiting age. Subsequent recertification may occur annually, as required.

☐ Certification Review is administered by the Employer; there are no Disabled Dependent Certification Form requirements.

If Certification Review is administered by BCBSTX, please select one (1) option regarding forms:

☐ BCBSTX's Disabled Dependent Certification Form will be utilized.

☐ A custom/other Disabled Dependent Certification Form will be utilized.

If Certification Review is administered by BCBSTX, please select allowed or not allowed below:

An approved disabled Dependent medical certification from a prior carrier is ☐ allowed ☐ not allowed.

An approved disabled Dependent medical certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

☒ **NO CHANGES** **CURRENT ELIGIBILITY INFORMATION**

Total number of Employees/Subscribers:

1. On payroll _____
2. On COBRA continuation coverage _____
3. With retiree coverage (if applicable) _____
4. Who work part-time _____
5. Serving the new hire Waiting Period _____
6. Declining because of other **group** coverage (e.g., other commercial group coverage, Medicare, Medicaid, TRICARE/Champus) _____
7. Declining coverage (not covered elsewhere) _____

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☐ **NO CHANGES (HMO only) LEGISLATIVE ELECTIONS**

The following mandated benefit offers are made by HMO in compliance with Texas regulations. Please mark your acceptance or declination. Acceptance may result in a rate adjustment.

In Vitro Fertilization Services

☐ **Accept** – If accepted, benefits for In Vitro Fertilization Services will be provided to the same extent as benefits provided for other pregnancy related procedures. **(Note: If selected, an additional charge will be added to your rates.)**

☐ **Decline** – If declined, no benefits are available.

Speech and Hearing Services

☐ **Accept** – Benefits are paid same as any other illness.

☐ **Decline** – If declined, medically necessary speech therapy is covered on an outpatient basis only. Hearing aid benefit is limited to one (1) hearing aid per ear every thirty-six (36) months.

Development Delay – Certain therapies for children with developmental delays are already included in the HMO plans.

☒ **NO CHANGES (Non-HMO only) LEGISLATIVE ELECTIONS**

The following mandated benefit offers are made in compliance with Texas regulations. Please mark your acceptance or declination.

In Vitro Fertilization Services: Benefits for Medical-Surgical Expense incurred for in vitro fertilization procedures will be the same as for maternity care, provided specific requirements are met.

☐ **Accept** – If accepted, benefits for In Vitro Fertilization Services will be provided to the same extent as benefits provided for other pregnancy related procedures. **(Note: If selected an additional charge will be added to your rates.)**

☒ **Decline** – If declined, no benefits are available for these services.

Speech and Hearing Services: Benefits are available for the services of a physician or other provider to restore loss of or correct an impaired speech or hearing function. This benefit includes coverage for hearing aids.

☐ **Accept** – If accepted, benefits are available for medically necessary services to restore loss of or correct an impaired speech or hearing function, with no benefit maximum on hearing aids.

☒ **Decline** – If declined, benefits are available for medically necessary services to restore loss of or correct an impaired speech or hearing function; however, benefits for hearing aids are limited to one (1) hearing aid per ear every thirty-six (36) months.

Development Delay – Certain therapies for children with developmental delays are already included in the Non-HMO plans.

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☒ **NO CHANGES**	**LINES OF BUSINESS** **(Check all applicable products)**

Managed Health Care Coverage:

☐ Single Option: PPO Plan _____

☒ Multiple Plan Option:

Select up to four (4) plans. All plans may be PPO or HSA plans. If an HMO is selected, a PPO must also be selected.

Plan 1 BA0001 PPO Active **PPO**

Plan 2 BA0002 PPO Retriree **PPO**

Plan 3 BA0003 HSA Active **HSA**

Plan 4 BA0004 HSA Retiree **HSA**

If an HMO plan is selected, indicate additional election(s) below (if applicable):

Additional Benefit Options:

☐ Prescription Drug Program _____

☐ Inpatient Mental Health Care (IPMH) Select IPMH

☐ Durable Medical Equipment Select DME

See **HMO Legislative Elections** for In-Vitro Fertilization and Speech and Hearing Services options.

One hundred percent (100%) of Eligible Employees must reside, live, or work in the service area. The HMO service area includes all counties in Texas.

***If an HMO health plan is selected, please complete the HMO Non-Network Plan Certification (item 1) in the OTHER PROVISIONS section of this BPA.**

If HCA is selected, the HCA BPA with HCA Administrative Services Agreement must be completed, signed, and submitted.

Preferred HSA Vendor: Select Vendor
If HealthEquity, Inc. is selected, BCBSTX to send HSA enrollment to HealthEquity, Inc.: ☐ Yes ☒ No
Non-Preferred Vendor: Flores & Associates

Preferred FSA Vendor: Select Vendor
Non-Preferred Vendor: _____

Preferred Health Reimbursement Account (HRA) Vendor: Select Vendor
Non-Preferred Vendor: _____

An HSA must be paired with a qualified high deductible health plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer Groups should seek advice from their independent tax advisor legal counsel, or other professional counselor, to ensure their proposed benefit strategy, with respect to HSAs, FSAs, HRAs, or other benefit arrangements, does not conflict with current IRS requirements.

☐ **Blue Directions℠** If selected, the Blue Directions Addendum is attached and made part of the Policy

Health Care Management Services:

☒ Wellbeing Management (WBM)

In-Hospital Indemnity Plan:

☐ IHI

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DENTAL BENEFIT PLANS:

Voluntary Group Dental

☐ Plan _____

☒ Dual Option: Plan 1 BA0005 PDENT Dental Hgih Plan 2 BA0006 PDENT Dental Low

Employer-Paid Dental

☐ Plan _____

☐ Dual Option: Plan 1 _____ Plan 2 _____

BlueMax Advantage:

☐ Graduated dental benefit max

ANCILLARY COVERAGE:

☐ **Life, Disability, Specified Disease, Accident, Hospital Indemnity or Vision:** If checked, attach separate application for those coverages

COMMENTS: _____

☐ **NO CHANGES** **ACCOUNT EXPERIENCE – NEW GROUPS ONLY**

Are there any new large claims or more than fifteen percent (15%) change in large claims previous provided?

☐ No – Skip the rest of this (Account Experience) section

☐ Yes – Please answer the below questions to the best of your knowledge. Note: any changes indicated below may impact rates and will require Underwriter approval. "Participant" means all Eligible Employees, Dependents, retirees, and COBRA Continuants.

1. Has any Participant received more than twenty thousand dollars ($20,000) in medical benefits during the last twelve (12) months? ☐ Yes ☐ No

2. Is any Participant expected to have claims in excess of twenty thousand dollars ($20,000) during the next twelve (12) months? ☐ Yes ☐ No

3. Is any Participant mentally or physically handicapped or disabled or not actively at work? ☐ Yes ☐ No

4. Has any Participant been diagnosed as having a high-risk condition? ☐ Yes ☐ No

If any question is answered "yes," details must be provided below:

Participant Age	Diagnosis or Nature of the Disorder	Dates of Treatment	$ Amount of Claims	Prognosis/Current Treatment

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PREMIUM RATES						
	For Internal Use Only - Blue Star℠ Ben.Agree#: BA0001 PPO Active	*For Internal Use Only - Blue Star Ben.Agree#:* BA0002 PPO Retiree	*For Internal Use Only - Blue Star Ben.Agree#:* BA0003 HSA Active	*For Internal Use Only - Blue Star Ben.Agree#:* BA0004 HSA Retiree	*For Internal Use Only - Blue Star Ben.Agree#:* BA0005 PDENT Dental High	*For Internal Use Only - Blue Star Ben.Agree#:* BA0006 PDENT Dental Low
1. Employee only:	$762.89	$1,373.19	$685.41	$1,234.32	$60.73	$28.71
2. Employee plus one (1) dependent (i.e., Employee plus one (1) spouse or one (1) child):	$_____	$_____	$_____	$_____	$_____	$_____
3. Employee plus two (2) or more dependents:	$_____	$_____	$_____	$_____	$_____	$_____
4. Employee plus Spouse:	$1,679.77	$3,054.13	$1,508.77	$2,715.79	$123.23	$57.37
5. Employee plus Child(ren) (i.e., Employee plus one (1) or more children):	$1,145.03	$2,081.32	$1,028.82	$1,852.21	$151.88	$59.04
6. Employee plus Family / Family:	$2,152.90	$3,874.63	$1,934.11	$3,481.68	$214.36	$91.13
7. Other: _____	$_____	$_____	$_____	$_____	$_____	$_____
Single Tier Rate structure - Complete item 1.						
Two Tier Rate structure - Complete items 1. and 6.						
Three Tier Rate structure - Complete items 1., 2., and 3.						
Four Tier Rate Structure - Complete items 1., 4., 5., and 6.						
Indicate "N/A" in any rate field that does not apply.						
Medicare Eligible Rates (When BCBSTX is Secondary Payer)						
Single Coverage:	$_____	$_____	$_____	$_____	$_____	$_____
Family Coverage:	$_____	$_____	$_____	$_____	$_____	$_____

COMMENTS: _____

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HMO PROGRAM
☐ **Yes** ☒ **No**

Account Status: ☐ New Group ☐ Existing Group

Choose One: ☐ Blue Premier℠ HMO ☐ Blue Premier Access℠ HMO ☐ Blue Essentials℠ HMO

Physician Service Charges:
_____% of Claim Payments; $_____ per enrollee per month for health Claim Payments; **or** ☐ N/A

☒ **NO CHANGES** **FUNDING / CONTRIBUTION**

FUNDING ARRANGEMENT:

☐ Premium – Prospective

☐ **(Non-HMO only)** Premium – Prospective Retention (Retro Contingent)

☐ **(Non-HMO only)** Alternative Funding Minimum Premium Program – Prospective Minimum Premium (Retro Contingent). The standard premium and rate information does not apply to alternative funding programs. All information regarding premiums and the payments thereof for alternative funding programs can be found in the mutually agreed upon alternative funding agreement between the Employer and BCBSTX.

STANDARD PREMIUM INFORMATION

1. Premium Period:

☐ The first (1st) day of each calendar month through the last day of each calendar month.

☐ The fifteenth (15th) day of each calendar month through the fourteenth (14th) day of the next calendar month.

☐ 15/16 Day Rule – premiums will be billed for the entire month for Participants with effective dates on the first (1st) through the fifteenth (15th) day of the month. Premiums will not be billed for the month when the Participant's effective date falls on the sixteenth (16th) day through the end of the month.

2. The contribution of premium to be paid by the Employer is:

PRODUCT	Employee Only	Employee/Child(ren)	Employee/Spouse	Employee/Family
HEALTH				
Plan 1	% **or** $	% **or** $	% **or** $	% **or** $
Plan 2	% **or** $	% **or** $	% **or** $	% **or** $
Plan 3	% **or** $	% **or** $	% **or** $	% **or** $
Plan 4	% **or** $	% **or** $	% **or** $	% **or** $
DENTAL				
Plan 1	% **or** $	% **or** $	% **or** $	% **or** $
Plan 2	% **or** $	% **or** $	% **or** $	% **or** $

3. **(HMO only)** Grace Period: thirty (30) days – standard

4. Prior written notification by BCBSTX to Employer for change of premium rates is sixty (60) days

5. Additional Information/Comments: _____

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☒ **NO CHANGES** **BILLING SPECIFICATIONS**

Employees Listed: ☒ alphabetically ☐ by location
If by location, list locations including location numbers if applicable: _____

Sort by: ☒ Unique Identification Number **(standard)**
☐ Social Security Number

Billing format:
(complete only if special billing requirements are needed)
☒ Benefit Agreement
☐ Also, Page Break
☐ Categories
☐ Multiple Billing Profiles
Explanation: _____

Premium Delay:
(Underwriter approval required for options other than zero (0) day delay)
☒ Zero (0) day delay **(standard)**
☐ Thirty (30) day delay
☐ Sixty (60) day delay
☐ Ninety (90) day delay

☒ **NO CHANGES** **ID CARD DELIVERY**

Mail ID Cards to:
☐ Account
☒ Member's home **(standard)**
Note: if an HMO plan is selected, HMO ID cards must be mailed to the Member's home

☒ **NO CHANGES** **OTHER PROVISIONS**

1. **Electronic Issuance**: Delivery of insurance documents, including but not limited to the GAD, BPA, Benefit Booklet, SBC and other required forms and amendments thereto, will be delivered via an electronic file or access to an electronic file to the Employer for delivery to each Employee. The Employer agrees that it is solely responsible for providing each Employee access to the most current version of any E-file Benefit Booklet, amendment, or other revised form provided by BCBSTX, or to provide a paper copy of the same to an Employee upon request. The Employer is solely responsible and holds BCBSTX harmless from any misuse of the E-file provided by BCBSTX. You can request paper delivery of insurance documents by indicating below. You may also go back to paper delivery at any time with no penalty. To change your preferences, contact your Account Executive. Your documents can be viewed or printed using your computer or mobile device that supports mobile browsing. If the method to access electronic files is revised, BCBSTX will notify you and give an opportunity to request paper delivery. Notice of cancellation or termination of a policy will be delivered both electronically and in paper form.

☐ Opt-Out – Employer declines to receive electronic versions insurance documents.

2. **(HMO only) HMO Non-Network Plan Certification:** The Texas Insurance Code mandates HMOs whose network-based delivery system of coverage is the only health benefit coverage being offered under an Employer's health benefit plan must offer all Eligible Subscribers the opportunity to obtain other health coverage through a non-network plan at the time of enrollment and at least annually.

The non-network coverage required by law may be provided through a point-of-service contract, a preferred provider benefit plan, or any coverage arrangement that allows an Employee to access services outside the HMO's or limited provider network's delivery network. New and renewing groups who refuse to offer or certify that they offered a non-network plan concurrent with the HMO-only will not be allowed to purchase or renew coverage through BCBSTX. To comply with the provisions of this mandate, BCBSTX requests Employer groups certify a non-network plan will be offered to Eligible Subscribers.

Describe Non-Network Product Offered: _____
Authorized Company Official's Initials: _____

3. **EHB Election:** Employer elects EHBs based on the Texas benchmark.

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4. This BPA is incorporated into and made a part of the Policy entered into and agreed upon by BCBSTX and the account.

5. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

6. **Reimbursement:** It is understood and agreed that in the event BCBSTX makes a recovery on a third-party liability claim, BCBSTX will retain twenty-five percent (25%) of any recovered amounts, other than recovery amounts received as a result of, or associated with, any Workers' Compensation Law.

7. **Third-Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services)**: BCBSTX engages with third-party recovery vendors and law firms on a post-pay basis to identify and/or recover any potential overpayments that may have been made to Providers.

8. **Massachusetts Health Care Reform Act:** Notwithstanding anything to the contrary in this Employer Application, with respect to the Employer's Employees who live in Massachusetts (if any) the Employer represents that it offers the health insurance benefits provided for herein to all full-time Employees, and the Employer will not make a smaller premium contribution percentage to a full-time Employee living in Massachusetts than to any other full-time Employee living in Massachusetts who receives an equal or greater total hourly or annual salary. For purposes of this representation, a "full-time Employee" is defined by Massachusetts law, generally an Employee who is scheduled or expected to work at least the equivalent of an average of thirty-five (35) hours per week.

If elected below, BCBSTX will provide required written statements of Minimum Creditable Coverage ("MCC") to Participants residing in Massachusetts and submit applicable electronic reporting to the Massachusetts Department of Revenue. Information transmitted will be exclusively based on information provided to BCBSTX by Employer and coverage under the Plan(s) during the term of this Agreement. By electing to have BCBSTX transmit these creditable coverage reports on Employer's behalf, Employer hereby certifies that, to the best of its knowledge, such coverage under the Plan(s) is "creditable coverage" in accordance with the Massachusetts Health Care Reform Act. Employer acknowledges that BCBSTX is not responsible for verifying nor ensuring compliance with any tax and/or legal requirements related to this service. Employer or its Participants should seek advice from their legal or tax advisors as necessary. If not elected, Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.

☐ Employer consents to BCBSTX transmitting MCC reports on its behalf. Further, Employer attests that the information submitted is true and compliant with all relevant MCC Regulations.

☐ Employer will transmit MCC reports, and any other documentation as may be required to comply with the Massachusetts Health Care Reform Act.

9. ☒ **Medical and Ancillary Package Pricing:** The rates shown in this Agreement reflect a volume-based discount in an amount up to three percent (3%) of the medical premium for the twelve (12) month period beginning on the Policy Effective Date. If any of the qualifying ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness, Hospital Indemnity and/or Vision product(s)) lapses during this twelve (12) month period, BCBSTX reserves the right to remove the volume-based discount attributable to the lapsed product on medical premium. In such event, upon sixty (60) days prior written notice to Employer, the premium payment will be adjusted to reflect the removal of the discount attributable to the lapsed product.

ADDITIONAL PROVISIONS:

A. **Grandfathered Health Plans:** Employer shall provide BCBSTX with written notice prior to renewal (and during the plan year, at least sixty (60) days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for any class of Similarly Situated Individuals as such terms are described in the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be

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responsible for any legal, tax or other ramifications related to any benefit package of any group health insurance coverage (each hereafter a "plan") qualifying as a "grandfathered health plan" under the Affordable Care Act and applicable regulations or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and made part of the BPA and Group Policy, and Employer represents and warrants that such Form is true, complete, and accurate. If Employer fails to timely provide BCBSTX with any requested grandfathered health plan information, BCBSTX may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.

B. **Retiree Only Plans and/or Excepted Benefits**: If the BPA includes any retiree only plans and/or excepted benefits, then Employer represents and warrants that one (1) or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's past, present and future exempt plan status.

C. Employer shall indemnify and hold harmless BCBSTX and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against BCBSTX in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any directions, actions and interpretations of the Employer, and/or (d) any provision of inaccurate information, and/or (f) Employer's selection of Essential Health Benefit ("EHB") benchmark for the purpose of ACA. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

Notwithstanding anything in the Policy or Renewal(s) to the contrary, BCBSTX reserves the right to revise our charge for the cost of coverage (premium or other amounts) at any time if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Policyholder's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

Renewals Only: (For the purposes of this Policy, the term "existing BPA" includes, if applicable, the initial Schedule of Specifications and/or Group Agreement signed by the Employer, and any subsequent Schedules of Specifications and/or Group Agreements and amendments thereto.) If this BPA is blank, it is intentional, and this BPA is an addendum to the existing BPA. In such case, all terms of the existing BPA as amended from time to time shall remain in force and effect. However, beginning with the Employer's first renewal date on or after September 23, 2010, the provisions of paragraphs A-C (above) shall be part of (and be in addition to) the terms of the existing BPA as amended from time to time.

Summary of Benefits and Coverage ("SBC"): The SBC Addendum is attached and made a part of the Policy. BCBSTX will create the SBC (only for benefits BCBSTX insures under the Policy) and provide the SBC to the Employer in electronic format. If the Employer approves of the content, Employer will then distribute the SBC to participants and beneficiaries (or hire a third party to distribute) as required by law. If the Employer would like changes to the SBC, it will promptly notify BCBSTX. BCBSTX will also distribute the SBC to participants and beneficiaries via regular hardcopy mail or electronically in response to occasional requests received directly from individuals. All other distribution is the responsibility of the Employer.

Effective 10/01/2024, there will be no changes to the dental. There will be a change to medical.
-Updating the H.S.A. plan to from $3,000 ded to $3,200 ded per the IRS.

-please remove Katherine Peal as the primary contact and add Andrea Henry as the primary contact.

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BCBSTX will provide reimbursement for up to $20,000 to cover Employer's approved wellness program implementation costs. Employer must substantiate the implementation cost by providing evidence of the amount, date incurred, and purpose of the expense, and upon approval, BCBSTX will issue reimbursement to Employer in the form of a credit on the Employer's invoice up to the Allowed Amount. BCBSTX will not reimburse any costs incurred prior to the start of, or following termination of, the policy period. Amounts unused at the end of the policy period will remain property of BCBSTX. If Employer cancels coverage before expiration of the policy period, Employer will be required to refund BCBSTX the full amount of the used portion of the wellness implementation fund.

There will be no other changes to medical benefits.
There will be no changes to the account structure.

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EMPLOYER STATEMENTS:

1. BCBSTX reserves the right to take any or all of the following actions:

a) Initial rates for new groups will be finalized for the effective date of the policy based on the enrolled participation and Employer contribution levels;

b) After the policy effective date, the group will be required to maintain a minimum Employer contribution of fifty percent (50%), and at least a seventy-five percent (75%) participation of eligible Employees. In the event the Group is unable to maintain the contribution and participation requirements, then the rates will be adjusted accordingly; and/or

c) Non-renew or discontinue coverage if the fifty percent (50%) minimum Employer contribution is not met and/or less than seventy-five percent (75%) of Eligible Employees are enrolled for coverage for six (6) consecutive months.

BCBSTX reserves the right to change premium rates when a substantial change occurs in the number or composition of Subscribers covered. A substantial change will be deemed to have occurred when the number of Employees/Subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty-five percent (25%) or more over a ninety (90) day period.

Employer will promptly notify BCBSTX of any change in participation and Employer contribution.

2. Producer Statement (if applicable): I certify that I have reviewed all enrollment materials. I have also advised the Employer that I have no authority to bind these coverages, to alter the terms of the Policy(ies), this BPA or enrollment material in any manner or to adjust any claims for benefits under the Policy(ies).

3. BCBSTX will report the value of all remuneration by BCBSTX to ERISA plans with one hundred (100) or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than one hundred (100) participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/consultant is eligible for the sale or renewal of self-funded and/or insured products.

4. The undersigned person represents that he/she is authorized and responsible for purchasing coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in the Policy into which this BPA shall be incorporated at the time of acceptance by BCBSTX. Upon acceptance, BCBSTX shall issue a Contract to the Employer and the Employer shall be referred to as the “Employer or Policyholder” (Non-HMO) and “Group” (HMO) in the Contract.

5. The Employer’s Benefit Program Application must pre-date the requested effective date and be received by BCBSTX at its home office no less than thirty (30) days prior to the requested effective date.

Eric Thomas	
Authorized BCBSTX Representative	Signature of Authorized Purchaser
Account Executive	
Title	Title
07/09/2024	
Date	Date
Agent Representative (if applicable)	

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PROXY (OPTIONAL)

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"), or any successor thereof , with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked either in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

HCSC pays indemnification or advances expenses to its directors, officers, employees, or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.:_____ By: _____

Print Signer's Name Here

➡ _____

Signature and Title

Group Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Dated this _____ day of _____ _____
Month Year

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Consumer Choice Plan Disclosure Statement

This health plan does not include the same level of benefits required in other plans.

This HMO plan is a consumer choice plan. This plan doesn't include the same level of benefits that are in Texas health plans known as state-mandated plans. This plan does include all health benefits required by the Affordable Care Act.

To see all benefits offered by this plan, go to the plan's "Summary of Benefits and Coverage."

Benefit/coverage:	This plan:	A health plan with required benefits (state-mandated plan):
Deductible The amount you pay for care before the plan begins to share the cost.	Has a deductible.	Has no deductibles for participating provider care.
Out-of-Pocket Costs The amount you pay when you receive covered services, up to a calendar year maximum**.**	Includes out-of-pocket costs that meet federal requirements but may sometimes be more than in a state-mandated plan.	A copay must be less than 50% of the total cost of the service. Annual out-of-pocket costs must be capped at 200% of your annual premium cost if you alert the plan.
Habilitative and Rehabilitative Care Care that helps you improve skills for daily living.	Includes a limit on the number of visits per year for speech therapy, occupational therapy, physical therapy and chiropractic care. Limits do not apply for the treatment of acquired brain injury and autism spectrum disorder.	Has no limits on the amount of care if it is needed for medical reasons.
Home Health Services	Includes a limit for home health services.	Has no limits on home health services.
Therapies for Children with Developmental Delays	Does not cover therapies for treatment of developmental delay in children	Covers certain development delay therapies for children with developmental delay, up to age three.

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BlueCross BlueShield
of Texas

If you want a plan with all required benefits:

We also offer a state-mandated plan that includes all required benefits. This plan is not on Healthcare.gov and does not allow you to get help with premiums and out-of-pocket costs. To learn more about this plan, call 1-877-299-2377or visit https://www.bcbstx.com/shop-plans-and-products.

By signing this form, you acknowledge the following:

- I understand the consumer choice plan I am applying for does not provide the same level of coverage required in other Texas health plans (state-mandated plans).
- I understand I can get more information about consumer choice plans from the Texas Department of Insurance's website, https://www.tdi.texas.gov/consumer/consumerchoice.html, or by calling the Consumer Help Line at 1-800-252-3439.

Do not sign this document if you don't understand it.
No firme este documento si no lo comprende.

_____ _____

Signature of Applicant **Date**

_____

Name of Applicant (print name)

_____

Name of Business, if applicable

_____

Address

_____ _____

City **State** **Zip**

HMO must give you a copy of this statement upon request.

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STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Consider a Resolution authorizing the final payment of $545,435.78 to CORE Construction Services of Texas, Inc. for Pay Applications 18 and 19 for the construction of Fire Station No. 271.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Richard Jackson, Managing Director of Fiscal Services/CFO
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:
On December 3, 2019, the City Council approved a Construction Manager at Risk (CMAR) contract with CORE Construction Services of Texas, Inc. (CORE) to construct the new Fire Station 271. As part of the CMAR contract, CORE was responsible for delivering the construction project within a Guaranteed Maximum Price (GMP) based on the construction documents and specifications. The Duncanville City Council approved a GMP of $7,591,908.00 on June 7, 2022. The GMP included the construction cost, Construction Manager at Risk fee, bonds, and insurance cost. Under the agreement, an original owner contingency of $151,838.00 was allocated for the construction project. Subsequently, additional needs were identified, leading to a $265,927.11 increase in the GMP to $7,857,835.11. A detailed breakdown of the project funding and owner contingency usage is provided in Attachment 1.

POLICY EXPLANATION:
Per Article 7, Section 7.2 of the Standard Form of Agreement Between Owner and Construction Manager as Constructor, as outlined in Attachment 2, the City Council must vote to accept the work and approve the final payment to the vendor.

The City Council is requested to authorize the final payment of $545,435.78 for Pay Applications 18 and 19, $152,544.00 and $392,891.78, respectively. These funds are already encumbered, and this action requests the City Council's authorization to release the final payment to CORE.

FUNDING SOURCE:

ORG and Object Number

- PWBD00005-PROJ-41040001-700882 (Fire Station Bond – 1X Project Fund) – Available Budget of $122,904.48 (Estimated Remainder of FY24 Expenditure: $122,904.48)
- PWBD00005-GRANT-75800001-708102-ARPA4 (Fire Station Bond – ARPA Fund) – Available Budget of $422,531.30 (Estimated Remainder of FY24 Expenditure: $422,531.30)

Available Budget	**Purchase Amount**	**After Encumber**
$548,435.78	$548,435.78	$0.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Attachment 1 - Project Funding and Owner Contingency Usage
Attachment 2 - Contractual Provision
Resolution No. - 2024-303 - Authorization of Final Payment to CORE Construction Services of Texas, Inc. with Exhibit

FIRE STATION #1 - PROJECT FUNDING AND OWNER CONTINGENCY USAGE

DESCRIPTION	Date	Project Funding	Scope Changes Deductions - Work performed not in Oroginal Scope	Contigency Balance	STATUS
SEPARATE PO #2220243 - Original Construction Manager at Risk	**12/28/2021**	**20,000.00**			**Approved by Resolution 19-026 (12/3/2019)**
Original Construction PO #2220458 & #2300169 Approved Amount	**9/16/2022**	**7,591,908.00**			**Approved by rResolution 2019-117R**
Original Approved Owner Contingency		**151,838.00**			Included in Total Amount of Award 2019-117R
Owner Contingency Added - General Conditions		**175,000.00**			Approved by Resolution 2019-117-R1 (10-17-2023)
COR 1 Alocated Funds		**90,927.11**			
Total Authorized Project Funding		**$7,857,835.11**			
Total Authorized Change Order Amount:				**$417,765.11**	
(AUA 462) Flagpole Allowance	5/17/2023		$3,800.00	$413,965.11	
(CUA 454) ASI 002 - Added Piers	11/17/2022		$4,500.00	$409,465.11	APPROVED
(CUA 453) RPMx Removal of additional Trees	11/21/2022		$15,020.00	$394,445.11	APPROVED
(CUA 452) ONCOR, AT&T, Abatement Costs	10/31/2022		$21,981.20	$372,463.91	APPROVED
(O-CUA #4) PCO-402 Form Board Survey	12/14/2022		$750.00	$371,713.91	APPROVED
(O-CUA #12) CUA-464 Vadens - BAY DOOR Interior and Exterior Framing	5/23/2023		$11,639.89	$360,074.02	APPROVED
(O-CUA #6) ASI 004 - Added piers and structural @ dumpster pad	5/16/2023		$9,000.00	$351,074.02	APPROVED
(O-CUA-#8) PC)-460 GNS - Switch Electrical Gear - Material Escalation	5/16/2023		$14,866.00	$336,208.02	APPROVED
(O-CUA #9) Aaron Iron - Canopy supports not called out in structural drawings	5/16/2023		$19,370.00	$316,838.02	APPROVED
(O-CUA #14) PCO-467 Utility Rock Excavation - Not contracted due to extent of subsurface conditions	6/19/2023		$13,900.00	$302,938.02	APPROVED
(O-CUA #15) PCO -466 Water/ Air barrier waterproofing rework due to canopy and bay framing changes	6/19/2023		$7,100.00	$295,838.02	APPROVED
(O-CUA #5) ASI 002 - Added Striping and ADA pavement markings w/ power wash	5/16/2023		$2,377.00	$293,461.02	APPROVED
(O-CUA#16) PCO-468) Patio Light Change	7/17/2023		$2,767.00	$290,694.02	APPROVED
(O-CUA #18) PCO-469 Bunk Light changes	7/17/2023		$6,544.00	$284,150.02	APPROVED
O-CUA #20 Soffit light change	7/24/2023		$2,723.00	$281,427.02	APPROVED
O-CUA #21 - EOC Power, SS Backsplash, App Bay LV	10/3/2023		$40,027.00	$241,400.02	APPROVED
CO #1 - Added Scope and COW	10/26/2023		$44,603.00	$196,797.02	APPROVED
O-CUA #24 - Mezz Railing, Cord Reels, Access Control Hardware, Floor Sink, Exit Signage, etc.	2/14/2024		$31,881.00	$164,916.02	APPROVED
O-CUA #25 - SBE Incentive	2/19/2024		$11,569.05	$153,346.97	APPROVED
O-CUA #27 - ATS Reinforcement at Mezzanine	2/26/2024		$2,352.00	$150,994.97	APPROVED
O-CUA #29 - Corner Guards	3/15/2024		$1,430.00	$149,564.97	APPROVED
O-CUA #22 - Credit for Removed Scope from Tree Markup	11/21/2022		$26,479.00	$123,085.97	APPROVED
O-CUA #23 - Credit for Door Frames, Polished Concrete Added, Power at EOC, PR-02 Landscaping	12/6/2023		$22,339.00	$100,746.97	APPROVED
O-CUA #31 - COW for Gen Req	4/27/2024		$100,746.97	$0.00	
Sub-Total - Deductions			$417,765.11	$0.00	

Credits:			[redacted]
			APPROVED
			APPROVED
TOTAL PROJECT FUNDING		**7,857,835.11**	

Contigency Utilization:

Original Owner Contigency Amount	151,838.00
Additional Owner Contigency Added	175,000.00
CO-1 Allocated Cost	90,927.11
Sum Total of Project Contingency	417,765.11
Total Cost of Project Changes	$417,765.11
Owner Contigency Amount - Remaining	**$0.00**
Project Funding Utilization:	
Total Project Funding - Includes Construction Contract, Contingency, and Negative Changes	$7,857,835.11
Allowable Project Funding	$7,857,835.11
Total Paid to Date to Core Construction	$7,312,399.33
Total Payment Due to Close Out Project	**$545,435.78**

final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors or other representatives in such documentation;.6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007;

.7 Subtract retainage of five percent (5%) of the remaining amount, including the Construction Manager's Fee, of the progress payment; and

.8 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.9 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fruit of the Construction Manager, any additional amounts payable in accordance with Section 9,10,3 of ALA Document A201-2007, as amended.

.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages amount and fees due Construction Manager at any time.

.11 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any final payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors. The percentage of retainage held on Subcontracts, and the same percentage of retainage withheld from Construction Manager. The Construction Manager shall execute subcontracts that contain the same terms and conditions as those contained in this Agreement.

§ 7.1.9 Except with the Owner's prior written approval or as otherwise provided in Section 9.3.2 of the AIA Document A201-2007, "after" approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In submitting Construction Manager's Applications for Payment, the Construction Manager shall be responsible for all errors and omissions. Owner shall not be responsible for Construction Manager's errors or omissions.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work except for the Construction Manager's responsibility to satisfy other requirements, if any, which Owner agrees in writing necessarily extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment that are certified by Construction Manager and reviewed and approved by the Owner's auditors or other representatives;

.3 a final Certificate for Payment has been issued by the Architect and approved by Program Manager, if applicable;

Init. /

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.4 Construction Manager has provided all documents required by Section 3.5.8 of AIA Document A201-2007; and

.5 Owner's City Council has voted to accept the Work and approve Final Payment.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after City Council approval.

§ 7.2.1.1 The amount of the final payment shall be calculated as follows:

.1 Begin with the actual Cost of the Work substantiated by the Construction Manager's final accounting, which includes deductions for all discounts and unused contingencies, and construction savings achieved in the Cost of the Work, if applicable.

.2 Add the actual expended general conditions substantiated by the Construction Manager's final accounting, which includes savings to the Owner for unused general conditions.

.3 Add the Construction Manager's Fee.

.4 Subtract amounts, if any, for which Architect or Owner disputes, refuses or withholds payment, if any.

.5 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then subtract all such liquidated damages, amounts and fees.

.6 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then subtract such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

.7 Subtract all previous payments made by the Owner.

.8 In no event shall the total of subsections .1, .2, and .3 above exceed the Guaranteed Maximum Price; and

.9 If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner, plus, interest as allowed by law.

§ 7.2.2

The Owner's auditors or other representatives will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors or other representatives report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors or other representatives, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201 - 2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

(Paragraphs deleted)

§ 7.2.3 If the Owner's auditors or other representatives report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within the timeline established in Section 15.2 of A201-2007 after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this time period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's prior written request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the

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User Notes: (927674991)

RESOLUTION NO. 2024-303

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE FINAL PAYMENT OF $545,435.78 TO CORE CONSTRUCTION SERVICES OF TEXAS, INC. FOR PAY APPLICATIONS 18 AND 19 FOR THE CONSTRUCTION OF FIRE STATION NO. 271; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville entered into an agreement on December 3, 2019, for Construction Manager at Risk (CMAR) services with CORE Construction Services of Texas, Inc. (CORE), for preconstruction and construction phase services for the construction of Fire Station No. 271; and

WHEREAS, CORE, as CMAR, solicited competitive proposals for the construction of Fire Station No. 271, reviewed the proposals, and recommended a Guaranteed Maximum Price (GMP) for construction of $7,591,908.00; and

WHEREAS, Fire Station No. 271 was designed by Brown Reynolds Watford Architects, Inc. (BRW), and the design was completed in March 2022; and

WHEREAS,
construction commenced in Fall 2022, and additional construction needs were later identified, requiring modification to the GMP, increasing the GMP to $7,857,835.11; and

WHEREAS, construction of Fire Station No. 271 was substantially completed in Winter 2024; and

WHEREAS, City Council authorization is required to issue final payment to the contractor per the terms of the contractual agreement; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize the final payment of $545,435.78 to CORE Construction Services of Texas, Inc. for Pay Applications 18 and 19 for the construction of Fire Station No. 271.

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, desires to authorize the final payment of $545,435.78 to CORE Construction Services of Texas, Inc. for Pay Applications 18 and 19 for the construction of Fire Station No. 271; and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of August, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A1

PARTIAL RELEASE OF LIEN

OWNER: **City of Duncanville**

CONTRACTOR: **CORE Construction Services of Texas, Inc.**

PROJECT: **Duncanville Fire Station #1**

The undersigned gives the following affidavit:

1) He/She is fully authorized to sign a release of lien on behalf of **CORE Construction Services of Texas, Inc.**

2) For and in full consideration of **$152,544.00** and other valuable consideration, the undersigned releases all rights, claims and actions which the Contractor may have against the Owner or Property described above on account of labor performed or material furnished for construction of any improvements to the Property prior to **June 30, 2024.**

   DESCRIPTION: **Duncanville Fire Station #1**

3) In return for payment of the sum for which this Partial Release acts as a receipt, the undersigned certifies that the money receipted for is all that is owed the Contractor for labor, services, and materials provided prior to **June 30, 2024.**

4) All labor, services, or materials furnished to the Property by Contractor have been paid in full.

5) Lien release effective upon receipt of check and check has been properly endorsed and has been paid by the financial institution upon which it is drawn.

Signed: _____

CORE Construction Services of Texas, Inc.

Title: Project Director

****

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 10th day of June, 2024 , by Matt Letlow of CORE Construction Services of Texas, Inc.

_____
Notary Public

Rose Marie Drapp
My Commission Expires
8/5/2026
Notary ID 124292489

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Duncanville
203 E. Wheatland Rd.
Duncanville, TX 75116

From Contractor: CORE Construction Services of TX, Inc.
6320 Research Road
Frisco, TX 75033

Contract For:

Project: 22-01-005 CoDuncanville - Fire Station #1
306 W. Camp Wisdom
Duncanville, TX 75116

Via Architect: BRW + Architects Inc.
3535 Travis St.
Dallas TX 75204

Application No. : 18

Period To: 6/30/2024

Project Nos:

Contract Date:

Distribution to :

X	Owner
X	Architect
X	Contractor
	Construction Manager

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$7,591,908.00
2. Net Change By Change Order		$265,927.11
3. Contract Sum To Date		$7,857,835.11
4. Total Completed and Stored To Date		$7,857,835.11
5. Retainage:		
a. 5.00% of Completed Work	$392,891.78	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$392,891.78
6. Total Earned Less Retainage		$7,464,943.33
7. Less Previous Certificates For Payments		$7,312,399.33
8. Current Payment Due		$152,544.00
9. Balance To Finish, Including Retainage		$392,891.78

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Rose Marie Drapp
My Commission Expires
8/5/2026
Notary ID 124292489

CONTRACTOR: **CORE Construction Services of TX, Inc.**

By:_____ Date: 06.10.24

State of: Texas County of: Dallas
Subscribed and sworn to before me this 10th day of June 2024
Notary Public:
My Commission expires: 08.05.26

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect's Rep certifies to the Owner that to the best of his knowledge, this payment application accurately reflects the progression of work and that the quality of the work is in accordance with the Contract Documents, and the contractor is entitle to payment in the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $152,544.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: **BRW + Architects Inc.**

By:_____ Date: 6.11.2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 18
Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
00 - General Requirements									
0000	General Requirements	248,124.97	147,378.00	100,746.97	0.00	248,124.97	100.00%	0.00	12,406.22
0095	General Requirements - Site	19,235.00	19,235.00	0.00	0.00	19,235.00	100.00%	0.00	961.72
8023	Owner Contingency - Oncor Pole relocation	8,014.08	8,014.08	0.00	0.00	8,014.08	100.00%	0.00	400.70
8168	CUA-24 - Locking Caps at Remote FDC	678.00	0.00	678.00	0.00	678.00	100.00%	0.00	33.90
	00 - General Requirements **Subtotal**	**276,052.05**	**174,627.08**	**101,424.97**	**0.00**	**276,052.05**	**100.00%**	**0.00**	**13,802.54**
01 - General Conditions									
0100	General Conditions	681,743.00	681,743.00	0.00	0.00	681,743.00	100.00%	0.00	34,087.15
	01 - General Conditions **Subtotal**	**681,743.00**	**681,743.00**	**0.00**	**0.00**	**681,743.00**	**100.00%**	**0.00**	**34,087.15**
02 - Existing Conditions									
0210	Structure Demolition	54,914.00	54,914.00	0.00	0.00	54,914.00	100.00%	0.00	2,745.70
	02 - Existing Conditions **Subtotal**	**54,914.00**	**54,914.00**	**0.00**	**0.00**	**54,914.00**	**100.00%**	**0.00**	**2,745.70**
03 - Concrete									
0300	Site Concrete	40,112.00	40,112.00	0.00	0.00	40,112.00	100.00%	0.00	2,005.60
0301	Paving - Steel & Formwork	68,000.00	68,000.00	0.00	0.00	68,000.00	100.00%	0.00	3,400.00
0302	Paving - Concrete	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	5,000.00
0303	Paving - Labor	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	5,000.00
0304	Equipment pads	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	300.00
0306	Light Pole Bases & MISC	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	300.00
0308	Flat work Materials	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	500.00
0309	Flatwork Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	500.00
0310	Building Concrete	140,954.00	140,954.00	0.00	0.00	140,954.00	100.00%	0.00	7,047.70
0311	Piers - Materials	51,000.00	51,000.00	0.00	0.00	51,000.00	100.00%	0.00	2,550.00
0312	Piers - Labor	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%	0.00	800.00
0313	Gradebeams - materials	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00%	0.00	6,000.00
0314	Gradebeams - Labor	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00%	0.00	4,250.00
	03 - Concrete **Subtotal**	**753,066.00**	**753,066.00**	**0.00**	**0.00**	**753,066.00**	**100.00%**	**0.00**	**37,653.30**
04 - Masonry									

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 18
Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
0400	Masonry	179,750.00	179,750.00	0.00	0.00	179,750.00	100.00%	0.00	8,987.50
	04 - Masonry **Subtotal**	**179,750.00**	**179,750.00**	**0.00**	**0.00**	**179,750.00**	**100.00%**	**0.00**	**8,987.50**
05 - Metals									
0500	PEMB & Steel Package	716,168.00	716,168.00	0.00	0.00	716,168.00	100.00%	0.00	35,808.40
0510	PEMB & Steel Erection	244,000.00	244,000.00	0.00	0.00	244,000.00	100.00%	0.00	12,200.00
0520	Misc. Steel	34,502.76	34,502.76	0.00	0.00	34,502.76	100.00%	0.00	1,725.14
0540	PreFab Metal Canopies	48,508.00	48,508.00	0.00	0.00	48,508.00	100.00%	0.00	2,425.40
0550	Misc Metals - Storm Shelter - Aaron Iron	138,770.00	138,770.00	0.00	0.00	138,770.00	100.00%	0.00	6,938.50
	05 - Metals **Subtotal**	**1,181,948.76**	**1,181,948.76**	**0.00**	**0.00**	**1,181,948.76**	**100.00%**	**0.00**	**59,097.44**
06 - Wood, Plastics, Composites									
0600	Rough Carpentry	7,747.00	7,747.00	0.00	0.00	7,747.00	100.00%	0.00	387.35
0650	Finish Carpentry & Millwork	159,802.00	159,802.00	0.00	0.00	159,802.00	100.00%	0.00	7,990.10
	06 - Wood, Plastics, Composites **Subtotal**	**167,549.00**	**167,549.00**	**0.00**	**0.00**	**167,549.00**	**100.00%**	**0.00**	**8,377.45**
07 - Thermal & Moisture Protection									
0700	Damproofing / Waterproofing / Air Barier	75,354.00	75,354.00	0.00	0.00	75,354.00	100.00%	0.00	3,767.71
0740	Fire Stopping and Joint Sealants	5,632.00	5,632.00	0.00	0.00	5,632.00	100.00%	0.00	281.60
0750	Exterior Wall Systems (EFIS - Stucco)	102,934.00	102,934.00	0.00	0.00	102,934.00	100.00%	0.00	5,146.70
	07 - Thermal & Moisture Protection **Subtotal**	**183,920.00**	**183,920.00**	**0.00**	**0.00**	**183,920.00**	**100.00%**	**0.00**	**9,196.01**
08 - Openings									
0800	Glass and Glazing	51,455.00	51,455.00	0.00	0.00	51,455.00	100.00%	0.00	2,572.75
0810	HM Doors and Hardware	123,018.00	123,018.00	0.00	0.00	123,018.00	100.00%	0.00	6,150.89
0820	Overhead Coiling Doors	150,306.00	150,306.00	0.00	0.00	150,306.00	100.00%	0.00	7,515.30
	08 - Openings **Subtotal**	**324,779.00**	**324,779.00**	**0.00**	**0.00**	**324,779.00**	**100.00%**	**0.00**	**16,238.94**
09 - Finishes									
0900	Metal Frame/ Drywall/ Ceilings	418,600.00	418,600.00	0.00	0.00	418,600.00	100.00%	0.00	20,930.01
0940	Painting	66,661.00	66,661.00	0.00	0.00	66,661.00	100.00%	0.00	3,333.06
0950	Tile Package	39,909.00	39,909.00	0.00	0.00	39,909.00	100.00%	0.00	1,995.45
0960	Flooring Package	35,986.00	35,986.00	0.00	0.00	35,986.00	100.00%	0.00	1,799.30

CONTINUATION SHEET

Application and Certification for Payment, containing
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Application No. : 18
Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
0990	Concrete Finishing	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00%	0.00	362.50
	09 - Finishes **Subtotal**	**568,406.00**	**568,406.00**	**0.00**	**0.00**	**568,406.00**	**100.00%**	**0.00**	**28,420.32**
10 - Specialities									
1000	Signage Package	39,578.00	39,578.00	0.00	0.00	39,578.00	100.00%	0.00	1,978.91
1010	Toliet Partitions & Accessories	9,340.00	9,340.00	0.00	0.00	9,340.00	100.00%	0.00	467.00
1020	Wall Protection & Corner Guards	1,350.00	1,350.00	0.00	0.00	1,350.00	100.00%	0.00	67.50
1021	Fire Extinguishers & Cabinets	3,750.00	3,750.00	0.00	0.00	3,750.00	100.00%	0.00	187.50
1051	Lockers	34,095.00	34,095.00	0.00	0.00	34,095.00	100.00%	0.00	1,704.75
	10 - Specialities **Subtotal**	**88,113.00**	**88,113.00**	**0.00**	**0.00**	**88,113.00**	**100.00%**	**0.00**	**4,405.66**
11 - Equipment									
1100	Residential Appliances	82,597.00	82,597.00	0.00	0.00	82,597.00	100.00%	0.00	4,129.85
	11 - Equipment **Subtotal**	**82,597.00**	**82,597.00**	**0.00**	**0.00**	**82,597.00**	**100.00%**	**0.00**	**4,129.85**
12 - Furnishings									
1200	Window Shades & Curtains	2,975.00	2,975.00	0.00	0.00	2,975.00	100.00%	0.00	148.75
	12 - Furnishings **Subtotal**	**2,975.00**	**2,975.00**	**0.00**	**0.00**	**2,975.00**	**100.00%**	**0.00**	**148.75**
21 - Fire Suppression									
2100	Fire Sprinkler Systems	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	375.00
2101	Sprinkler Materials	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	1,000.00
2102	Sprinkler Labor	22,900.00	22,900.00	0.00	0.00	22,900.00	100.00%	0.00	1,145.00
2103	Sprinkler Testing & Inspections	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	200.00
	21 - Fire Suppression **Subtotal**	**54,400.00**	**54,400.00**	**0.00**	**0.00**	**54,400.00**	**100.00%**	**0.00**	**2,720.00**
22 - Plumbing									
2200	Plumbing Systems - SBMTL	18,600.00	18,600.00	0.00	0.00	18,600.00	100.00%	0.00	930.00
2201	Plumbing Underground Materials	53,400.00	53,400.00	0.00	0.00	53,400.00	100.00%	0.00	2,670.00
2202	Plumbing Rough	49,000.00	49,000.00	0.00	0.00	49,000.00	100.00%	0.00	2,450.00
2203	Plumbing Fixtures & Trim	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00%	0.00	6,000.00
2204	Plumbing Labor	131,000.00	131,000.00	0.00	0.00	131,000.00	100.00%	0.00	6,550.00
	22 - Plumbing **Subtotal**	**372,000.00**	**372,000.00**	**0.00**	**0.00**	**372,000.00**	**100.00%**	**0.00**	**18,600.00**

CONTINUATION SHEET

Application and Certification for Payment, containing
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Application No. : 18
Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
23 - HVAC									
2300	HVAC Systems - SBMTLS	20,915.00	20,915.00	0.00	0.00	20,915.00	100.00%	0.00	1,045.75
2301	HVAC Materials	101,385.00	101,385.00	0.00	0.00	101,385.00	100.00%	0.00	5,069.25
2302	HVAC Equipment	180,000.00	180,000.00	0.00	0.00	180,000.00	100.00%	0.00	9,000.00
2303	HVAC Labor	116,000.00	116,000.00	0.00	0.00	116,000.00	100.00%	0.00	5,800.00
	23 - HVAC **Subtotal**	**418,300.00**	**418,300.00**	**0.00**	**0.00**	**418,300.00**	**100.00%**	**0.00**	**20,915.00**
26 - Electrical									
2600	Electrical Systems	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00%	0.00	4,250.00
2610	Electrical Equipment	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00%	0.00	5,500.00
2611	Electrical U/G - Equipment, Materials, Labor	78,488.00	78,488.00	0.00	0.00	78,488.00	100.00%	0.00	3,924.40
2612	Electrical Rough Materials	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00%	0.00	1,300.00
2613	Electrical Labor	104,000.00	104,000.00	0.00	0.00	104,000.00	100.00%	0.00	5,200.00
2614	Electrical Light Package	178,000.00	178,000.00	0.00	0.00	178,000.00	100.00%	0.00	8,900.00
2615	Electrical Trim	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00%	0.00	1,600.00
2616	Electrical - Testing & Inspections	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	400.00
2617	Electrical - Wire & Materials	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00%	0.00	6,000.00
	26 - Electrical **Subtotal**	**741,488.00**	**741,488.00**	**0.00**	**0.00**	**741,488.00**	**100.00%**	**0.00**	**37,074.40**
27 - Communications									
2700	Structured Cabling	3,280.00	3,280.00	0.00	0.00	3,280.00	100.00%	0.00	164.00
2701	Structured Cabling - Material	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	1,500.00
2702	Structured Cabling - Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	500.00
	27 - Communications **Subtotal**	**43,280.00**	**43,280.00**	**0.00**	**0.00**	**43,280.00**	**100.00%**	**0.00**	**2,164.00**
28 - Electrical Safety & Security									
2800	Fire Alarm Systems	20,492.00	20,492.00	0.00	0.00	20,492.00	100.00%	0.00	1,024.60
	28 - Electrical Safety & Security **Subtotal**	**20,492.00**	**20,492.00**	**0.00**	**0.00**	**20,492.00**	**100.00%**	**0.00**	**1,024.60**
31 - Earthwork									
3100	Earthwork	193,410.00	193,410.00	0.00	0.00	193,410.00	100.00%	0.00	9,670.51
3195	Soil Treatment	1,080.00	1,080.00	0.00	0.00	1,080.00	100.00%	0.00	54.00
	31 - Earthwork **Subtotal**	**194,490.00**	**194,490.00**	**0.00**	**0.00**	**194,490.00**	**100.00%**	**0.00**	**9,724.51**

CONTINUATION SHEET

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Application No. : 18
Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
32 - Exterior Improvements									
3205	Site Stripping & Sinage	2,108.00	2,108.00	0.00	0.00	2,108.00	100.00%	0.00	105.40
3210	Precast Site Fence	51,753.00	51,753.00	0.00	0.00	51,753.00	100.00%	0.00	2,587.65
3215	Fencing & Gates	57,005.00	57,005.00	0.00	0.00	57,005.00	100.00%	0.00	2,850.26
3230	Landscape & Irrigation	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3231	Irrigation Material	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	2,500.00
3232	Planting & Planting Materials	31,945.00	31,945.00	0.00	0.00	31,945.00	100.00%	0.00	1,597.25
3233	Landscape & Irragation Labor	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	3,000.01
	32 - Exterior Improvements **Subtotal**	**252,811.00**	**252,811.00**	**0.00**	**0.00**	**252,811.00**	**100.00%**	**0.00**	**12,640.57**
33 - Utilities									
3300	Utilities	63,029.00	63,029.00	0.00	0.00	63,029.00	100.00%	0.00	3,151.46
3310	Domestic Water - Material	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	1,500.00
3315	Domestic Water - Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	1,000.00
3320	Sanitary - Material	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	1,500.00
3325	Sanitary- Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	1,000.00
3330	Storm - Material	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	3,000.00
3335	Storm - Labor	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	2,500.00
3340	Fire Line - Labor & Material	6,971.00	6,971.00	0.00	0.00	6,971.00	100.00%	0.00	348.55
3350	Utility - Misc.	35,145.00	35,145.00	0.00	0.00	35,145.00	100.00%	0.00	1,757.26
	33 - Utilities **Subtotal**	**315,145.00**	**315,145.00**	**0.00**	**0.00**	**315,145.00**	**100.00%**	**0.00**	**15,757.27**
80 - Allowance									
8000	Flagpole Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
8001	Flagpole AUA #1	3,800.00	3,800.00	0.00	0.00	3,800.00	100.00%	0.00	190.00
8010	CMAR - Construction Phase Contingency	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
8011	Contractor COntingency CUA #1 - Paving Thickness Increase	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00%	0.00	1,300.00
8012	Contractor's Contingency - CUA #2 - Artificial Turf	22,344.00	22,344.00	0.00	0.00	22,344.00	100.00%	0.00	1,117.20
8013	Contractor Contingency - Material and Scope increases	31,725.24	31,725.24	0.00	0.00	31,725.24	100.00%	0.00	1,586.26
8020	Owner - Construction Phases Contingency	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

CONTINUATION SHEET

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Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
8021	Owner Contingency - Farmers abatement	3,677.00	3,677.00	0.00	0.00	3,677.00	100.00%	0.00	183.85
8022	Owner Contingency - Trees not shown on Demo Or Tree Plan	15,020.00	15,020.00	0.00	0.00	15,020.00	100.00%	0.00	751.00
8024	Owner Contingency - Fiber relocation	10,310.12	10,310.12	0.00	0.00	10,310.12	100.00%	0.00	515.51
8025	Owner Contingency CUA#4 - Formboard Survey	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	37.50
8026	Owner Contingency CUA #3 - Pier Add ASI #2	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	225.00
8027	Owner's Contingency - CUA #5 - ASI#1 Striping	2,377.00	2,377.00	0.00	0.00	2,377.00	100.00%	0.00	118.85
8028	Owner Contingency - CUA #6 - Dumpster Pad Piers	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	450.00
8029	Owner Contingency - CUA #8 - Electraical Panel Acceleration	14,866.00	14,866.00	0.00	0.00	14,866.00	100.00%	0.00	743.30
8030	Escalation Allowance	75,919.00	75,919.00	0.00	0.00	75,919.00	100.00%	0.00	3,795.95
8129	Owner Contingency - CUA #9 - Added steel to PEMB structure	19,370.00	19,370.00	0.00	0.00	19,370.00	100.00%	0.00	968.50
8130	FLagpole AUA #1 - excess allowance funding	3,100.00	3,100.00	0.00	0.00	3,100.00	100.00%	0.00	155.00
8131	Owner Contingency - CUA #11 - Baydoorand asi6 Framing Change	11,639.89	11,639.89	0.00	0.00	11,639.89	100.00%	0.00	581.99
8134	Owner Contingency - CUA 13 - Rock Excavation	13,900.00	13,900.00	0.00	0.00	13,900.00	100.00%	0.00	695.00
8137	Owners Contingency - CUA 15 - Canopy supports water proofing	7,100.00	7,100.00	0.00	0.00	7,100.00	100.00%	0.00	355.00
8138	Owner Contingency - CUA 16 - Patio light revision	2,767.00	2,767.00	0.00	0.00	2,767.00	100.00%	0.00	138.35
8139	Owner Contingency - CUA 17 - Bunk RM light revision	6,544.00	6,544.00	0.00	0.00	6,544.00	100.00%	0.00	327.20
8140	Owner Contingency - CUA 18 - Entry Sconce Soffit Change	2,723.00	2,723.00	0.00	0.00	2,723.00	100.00%	0.00	136.15
	80 - Allowance **Subtotal**	**287,432.25**	**287,432.25**	**0.00**	**0.00**	**287,432.25**	**100.00%**	**0.00**	**14,371.61**
85 - Bonds & Insurance									
8500	General Liability	75,919.00	75,919.00	0.00	0.00	75,919.00	100.00%	0.00	3,795.95
8501	Payment and Performance Bond	51,922.00	51,922.00	0.00	0.00	51,922.00	100.00%	0.00	2,596.10
8502	Builders Risk Insurance	11,388.00	11,388.00	0.00	0.00	11,388.00	100.00%	0.00	569.40

CONTINUATION SHEET

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Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
	85 - Bonds & Insurance **Subtotal**	**139,229.00**	**139,229.00**	**0.00**	**0.00**	**139,229.00**	**100.00%**	**0.00**	**6,961.45**
90 - Contingency									
8405	Corner Guards	1,430.00	0.00	1,430.00	0.00	1,430.00	100.00%	0.00	71.50
9002	Contractor's Fee	264,324.00	261,787.39	2,536.61	0.00	264,324.00	100.00%	0.00	13,216.20
	90 - Contingency **Subtotal**	**265,754.00**	**261,787.39**	**3,966.61**	**0.00**	**265,754.00**	**100.00%**	**0.00**	**13,287.70**
91 - Owner CUA-21									
8141	GNS - IT Room Outlets for 2 30A	2,924.00	2,924.00	0.00	0.00	2,924.00	100.00%	0.00	146.20
8142	GNS - Dedicated circuits to Quads at FSA & Data Drop	3,241.00	3,241.00	0.00	0.00	3,241.00	100.00%	0.00	162.05
8143	GNS - Added Power to EOC	8,836.00	8,836.00	0.00	0.00	8,836.00	100.00%	0.00	441.80
8144	Able Communication - Data lines TV & FSA	1,475.00	1,475.00	0.00	0.00	1,475.00	100.00%	0.00	73.75
8145	GNS - App Bay Low Voltage	21,551.00	21,551.00	0.00	0.00	21,551.00	100.00%	0.00	1,077.55
8146	Stainless at Kitchen Hood	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	100.00
	91 - Owner CUA-21 **Subtotal**	**40,027.00**	**40,027.00**	**0.00**	**0.00**	**40,027.00**	**100.00%**	**0.00**	**2,001.35**
92 - COR-1									
8147	GNS - ASI-05 - HVAC changes due to available equipment	19,883.00	19,883.00	0.00	0.00	19,883.00	100.00%	0.00	994.15
8148	DMG - HVAC system for Mezz 202	14,035.00	14,035.00	0.00	0.00	14,035.00	100.00%	0.00	701.75
8149	GNS - MEZZ 202 Electrical for HVAC	5,911.00	5,911.00	0.00	0.00	5,911.00	100.00%	0.00	295.55
8150	GNS - ATS Moved to Mezzanine (Hoisting)	11,145.00	11,145.00	0.00	0.00	11,145.00	100.00%	0.00	557.25
8151	GNS ATS Moved to Mezz (Material/Labor)	33,426.00	33,426.00	0.00	0.00	33,426.00	100.00%	0.00	1,671.30
8152	COR-1 Soft Cost	4,746.00	4,746.00	0.00	0.00	4,746.00	100.00%	0.00	237.30
8153	COR-1 CORE Fee	10,565.00	10,565.00	0.00	0.00	10,565.00	100.00%	0.00	528.26
	92 - COR-1 **Subtotal**	**99,711.00**	**99,711.00**	**0.00**	**0.00**	**99,711.00**	**100.00%**	**0.00**	**4,985.56**
93 - Owner CUA-23									
8154	Choate - PR-2	2,101.00	2,101.00	0.00	0.00	2,101.00	100.00%	0.00	105.05
8155	Frico Bros - Bed Trim	1,475.00	1,475.00	0.00	0.00	1,475.00	100.00%	0.00	73.75
8156	GNS - #23 EOC Storage Circuit	5,822.00	5,822.00	0.00	0.00	5,822.00	100.00%	0.00	291.10

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8157	One Source - Polished Conc Hand Grinding	750.00	0.00	750.00	0.00	750.00	100.00%	0.00	37.50
8158	OneSource - Polished Conc	9,307.00	0.00	9,307.00	0.00	9,307.00	100.00%	0.00	465.35
8159	06-08 - WBH - Credit for Wood Finish	-5,800.00	-5,800.00	0.00	0.00	-5,800.00	100.00%	0.00	-290.00
8160	DLB - Door Frame Painting	2,900.00	2,900.00	0.00	0.00	2,900.00	100.00%	0.00	145.00
8161	08 - WBH - Access control - $5784	5,784.00	5,784.00	0.00	0.00	5,784.00	100.00%	0.00	289.20
	93 - Owner CUA-23 **Subtotal**	**22,339.00**	**12,282.00**	**10,057.00**	**0.00**	**22,339.00**	**100.00%**	**0.00**	**1,116.95**
94 - Owner CUA-24									
8169	CUA-24 - Added Floor Sink at Riser	800.00	0.00	800.00	0.00	800.00	100.00%	0.00	40.00
8170	CUA-24 - Mezz Rail Freight	800.00	0.00	800.00	0.00	800.00	100.00%	0.00	40.00
8171	CUA-24 - Lift Rental for Cord Reels	813.00	0.00	813.00	0.00	813.00	100.00%	0.00	40.65
8172	CUA-24 - Lift Rental for Mezz Rail Install	813.00	0.00	813.00	0.00	813.00	100.00%	0.00	40.65
8173	CUA-24 - Door 102 HDW	947.00	0.00	947.00	0.00	947.00	100.00%	0.00	47.35
8174	CUA-24 - Hardware for Access Cntr	1,454.00	0.00	1,454.00	0.00	1,454.00	100.00%	0.00	72.70
8175	CUA-24 - Added FRP at Workroom	1,654.00	0.00	1,654.00	0.00	1,654.00	100.00%	0.00	82.70
8176	CUA-24 - Added Exit Signage at Mezzanines	1,991.00	0.00	1,991.00	0.00	1,991.00	100.00%	0.00	99.55
8177	CUA-24 - Mezz Sliding Rail Install	2,500.00	0.00	2,500.00	0.00	2,500.00	100.00%	0.00	125.00
8178	CUA-24 - Ceiling Rework for Grid and Added FRP	2,648.00	0.00	2,648.00	0.00	2,648.00	100.00%	0.00	132.40
8179	CUA-24 - Mezz Sliding Rail	2,671.00	0.00	2,671.00	0.00	2,671.00	100.00%	0.00	133.55
8180	CUA-24 - Generator Cabling	3,080.00	0.00	3,080.00	0.00	3,080.00	100.00%	0.00	154.00
8181	CUA-24 - Resealing Floors	3,900.00	0.00	3,900.00	0.00	3,900.00	100.00%	0.00	195.00
8182	CUA-24 - App Bay Shore Reel Relocate & Adds	7,132.00	0.00	7,132.00	0.00	7,132.00	100.00%	0.00	356.60
	94 - Owner CUA-24 **Subtotal**	**31,203.00**	**0.00**	**31,203.00**	**0.00**	**31,203.00**	**100.00%**	**0.00**	**1,560.15**
95 - Owner CUA-25									
8167	Owner Contingency - SBE Incentive	11,569.05	0.00	11,569.05	0.00	11,569.05	100.00%	0.00	578.45
	95 - Owner CUA-25 **Subtotal**	**11,569.05**	**0.00**	**11,569.05**	**0.00**	**11,569.05**	**100.00%**	**0.00**	**578.45**
96 - Owner CUA-27 Schulte									
8166	Schulte - CUA 27	2,352.00	0.00	2,352.00	0.00	2,352.00	100.00%	0.00	117.60
	96 - Owner CUA-27 Schulte **Subtotal**	**2,352.00**	**0.00**	**2,352.00**	**0.00**	**2,352.00**	**100.00%**	**0.00**	**117.60**

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To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance To Finish	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)	(G / C)	(C-G)	
	Grand Totals	**7,857,835.11**	**7,697,262.48**	**160,572.63**	**0.00**	**7,857,835.11**	**100.00%**	**0.00**	**392,891.78**

FINAL RELEASE OF LIEN

OWNER: **City of Duncanville**

CONTRACTOR: **CORE Construction Services of Texas, Inc.**

PROJECT: **CoDuncanville – Fire Station #1**

The undersigned gives the following affidavit:

1) He/She is fully authorized to sign a release of lien on behalf of **CORE Construction Services of Texas, Inc.**

2) For and in full consideration of **$392,891.78** and other valuable consideration, receipt of which is hereby acknowledged, the undersigned releases all rights, claims and actions which the Contractor may have against the Owner or Property described above on account of labor performed or material furnished for construction of any improvements to the Property prior to **June 30, 2024**.

   DESCRIPTION: **CoDuncanville – Fire Station #1**

3) In return for payment of the sum for which this Partial Release acts as a receipt, the undersigned certifies that the money receipted for is all that is owed the Contractor for labor, services, and materials provided prior to **June 30, 2024.**

4) All labor, services, or materials furnished to the Property by Contractor have been paid in full.

5) Lien release effective upon receipt of check and check has been properly endorsed and has been paid by the financial institution upon which it is drawn.

Signed: _____
CORE Construction Services of Texas, Inc.

Title: _____Project Director_____

****

STATE OF _____Texas_____

COUNTY OF ___Collin_____

The foregoing instrument was acknowledged before me this 10th day of June, 2024, by _Matt Letlow_ of CORE Construction Services of Texas, Inc.

Rose Marie Drapp
My Commission Expires
8/5/2026
Notary ID 124292489

_____
Notary Public

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Duncanville
203 E. Wheatland Rd.
Duncanville, TX 75116

From Contractor: CORE Construction Services of TX, Inc.
6320 Research Road
Frisco, TX 75033

Contract For:

Project: 22-01-005 CoDuncanville - Fire Station #1
306 W. Camp Wisdom
Duncanville, TX 75116

Via Architect: BRW + Architects Inc.
3535 Travis St.
Dallas TX 75204

Application No. : 19

Period To: 6/30/2024

Project Nos:

Contract Date:

Distribution to :

X	Owner
X	Architect
X	Contractor
	Construction Manager

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$7,591,908.00
2. Net Change By Change Order		$265,927.11
3. Contract Sum To Date		$7,857,835.11
4. Total Completed and Stored To Date		$7,857,835.11
5. Retainage:		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$7,857,835.11
7. Less Previous Certificates For Payments		$7,464,943.33
8. Current Payment Due		$392,891.78
9. Balance To Finish, Including Retainage		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **CORE Construction Services of TX, Inc.**

Rose Marie Drapp
My Commission Expires
8/5/2026
Notary ID 124292489

By: _____ Date: 06.10.24

State of: Texas
Subscribed and sworn to before me this 10th
day of June 2024
County of: Dallas
Notary Public: _____
My Commission expires: 08.05.26

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect's Rep certifies to the Owner that to the best of his knowledge, this payment application accurately reflects the progression of work and that the quality of the work is in accordance with the Contract Documents, and the contractor is entitle to payment in the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $392,891.78

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: **BRW + Architects Inc.**

By: _____ Date: 6.11.2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

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Application No. : 19
Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
00 - General Requirements									
0000	General Requirements	248,124.97	248,124.97	0.00	0.00	248,124.97	100.00%	0.00	0.00
0095	General Requirements - Site	19,235.00	19,235.00	0.00	0.00	19,235.00	100.00%	0.00	0.00
8023	Owner Contingency - Oncor Pole relocation	8,014.08	8,014.08	0.00	0.00	8,014.08	100.00%	0.00	0.00
8168	CUA-24 - Locking Caps at Remote FDC	678.00	678.00	0.00	0.00	678.00	100.00%	0.00	0.00
	00 - General Requirements **Subtotal**	**276,052.05**	**276,052.05**	**0.00**	**0.00**	**276,052.05**	**100.00%**	**0.00**	**0.00**
01 - General Conditions									
0100	General Conditions	681,743.00	681,743.00	0.00	0.00	681,743.00	100.00%	0.00	0.00
	01 - General Conditions **Subtotal**	**681,743.00**	**681,743.00**	**0.00**	**0.00**	**681,743.00**	**100.00%**	**0.00**	**0.00**
02 - Existing Conditions									
0210	Structure Demolition	54,914.00	54,914.00	0.00	0.00	54,914.00	100.00%	0.00	0.00
	02 - Existing Conditions **Subtotal**	**54,914.00**	**54,914.00**	**0.00**	**0.00**	**54,914.00**	**100.00%**	**0.00**	**0.00**
03 - Concrete									
0300	Site Concrete	40,112.00	40,112.00	0.00	0.00	40,112.00	100.00%	0.00	0.00
0301	Paving - Steel & Formwork	68,000.00	68,000.00	0.00	0.00	68,000.00	100.00%	0.00	0.00
0302	Paving - Concrete	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	0.00
0303	Paving - Labor	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	0.00
0304	Equipment pads	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	0.00
0306	Light Pole Bases & MISC	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	0.00
0308	Flat work Materials	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
0309	Flatwork Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
0310	Building Concrete	140,954.00	140,954.00	0.00	0.00	140,954.00	100.00%	0.00	0.00
0311	Piers - Materials	51,000.00	51,000.00	0.00	0.00	51,000.00	100.00%	0.00	0.00
0312	Piers - Labor	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%	0.00	0.00
0313	Gradebeams - materials	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00%	0.00	0.00
0314	Gradebeams - Labor	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00%	0.00	0.00
	03 - Concrete **Subtotal**	**753,066.00**	**753,066.00**	**0.00**	**0.00**	**753,066.00**	**100.00%**	**0.00**	**0.00**
04 - Masonry									

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Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
0400	Masonry	179,750.00	179,750.00	0.00	0.00	179,750.00	100.00%	0.00	0.00
	04 - Masonry **Subtotal**	**179,750.00**	**179,750.00**	**0.00**	**0.00**	**179,750.00**	**100.00%**	**0.00**	**0.00**
05 - Metals									
0500	PEMB & Steel Package	716,168.00	716,168.00	0.00	0.00	716,168.00	100.00%	0.00	0.00
0510	PEMB & Steel Erection	244,000.00	244,000.00	0.00	0.00	244,000.00	100.00%	0.00	0.00
0520	Misc. Steel	34,502.76	34,502.76	0.00	0.00	34,502.76	100.00%	0.00	0.00
0540	PreFab Metal Canopies	48,508.00	48,508.00	0.00	0.00	48,508.00	100.00%	0.00	0.00
0550	Misc Metals - Storm Shelter - Aaron Iron	138,770.00	138,770.00	0.00	0.00	138,770.00	100.00%	0.00	0.00
	05 - Metals **Subtotal**	**1,181,948.76**	**1,181,948.76**	**0.00**	**0.00**	**1,181,948.76**	**100.00%**	**0.00**	**0.00**
06 - Wood, Plastics, Composites									
0600	Rough Carpentry	7,747.00	7,747.00	0.00	0.00	7,747.00	100.00%	0.00	0.00
0650	Finish Carpentry & Millwork	159,802.00	159,802.00	0.00	0.00	159,802.00	100.00%	0.00	0.00
	06 - Wood, Plastics, Composites **Subtotal**	**167,549.00**	**167,549.00**	**0.00**	**0.00**	**167,549.00**	**100.00%**	**0.00**	**0.00**
07 - Thermal & Moisture Protection									
0700	Damproofing / Waterproofing / Air Barier	75,354.00	75,354.00	0.00	0.00	75,354.00	100.00%	0.00	0.00
0740	Fire Stopping and Joint Sealants	5,632.00	5,632.00	0.00	0.00	5,632.00	100.00%	0.00	0.00
0750	Exterior Wall Systems (EFIS - Stucco)	102,934.00	102,934.00	0.00	0.00	102,934.00	100.00%	0.00	0.00
	07 - Thermal & Moisture Protection **Subtotal**	**183,920.00**	**183,920.00**	**0.00**	**0.00**	**183,920.00**	**100.00%**	**0.00**	**0.00**
08 - Openings									
0800	Glass and Glazing	51,455.00	51,455.00	0.00	0.00	51,455.00	100.00%	0.00	0.00
0810	HM Doors and Hardware	123,018.00	123,018.00	0.00	0.00	123,018.00	100.00%	0.00	0.00
0820	Overhead Coiling Doors	150,306.00	150,306.00	0.00	0.00	150,306.00	100.00%	0.00	0.00
	08 - Openings **Subtotal**	**324,779.00**	**324,779.00**	**0.00**	**0.00**	**324,779.00**	**100.00%**	**0.00**	**0.00**
09 - Finishes									
0900	Metal Frame/ Drywall/ Ceilings	418,600.00	418,600.00	0.00	0.00	418,600.00	100.00%	0.00	0.00
0940	Painting	66,661.00	66,661.00	0.00	0.00	66,661.00	100.00%	0.00	0.00
0950	Tile Package	39,909.00	39,909.00	0.00	0.00	39,909.00	100.00%	0.00	0.00
0960	Flooring Package	35,986.00	35,986.00	0.00	0.00	35,986.00	100.00%	0.00	0.00

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Application No. : 19
Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
0990	Concrete Finishing	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00%	0.00	0.00
	09 - Finishes **Subtotal**	**568,406.00**	**568,406.00**	**0.00**	**0.00**	**568,406.00**	**100.00%**	**0.00**	**0.00**
10 - Specialities									
1000	Signage Package	39,578.00	39,578.00	0.00	0.00	39,578.00	100.00%	0.00	0.00
1010	Toliet Partitions & Accessories	9,340.00	9,340.00	0.00	0.00	9,340.00	100.00%	0.00	0.00
1020	Wall Protection & Corner Guards	1,350.00	1,350.00	0.00	0.00	1,350.00	100.00%	0.00	0.00
1021	Fire Extinguishers & Cabinets	3,750.00	3,750.00	0.00	0.00	3,750.00	100.00%	0.00	0.00
1051	Lockers	34,095.00	34,095.00	0.00	0.00	34,095.00	100.00%	0.00	0.00
	10 - Specialities **Subtotal**	**88,113.00**	**88,113.00**	**0.00**	**0.00**	**88,113.00**	**100.00%**	**0.00**	**0.00**
11 - Equipment									
1100	Residential Appliances	82,597.00	82,597.00	0.00	0.00	82,597.00	100.00%	0.00	0.00
	11 - Equipment **Subtotal**	**82,597.00**	**82,597.00**	**0.00**	**0.00**	**82,597.00**	**100.00%**	**0.00**	**0.00**
12 - Furnishings									
1200	Window Shades & Curtains	2,975.00	2,975.00	0.00	0.00	2,975.00	100.00%	0.00	0.00
	12 - Furnishings **Subtotal**	**2,975.00**	**2,975.00**	**0.00**	**0.00**	**2,975.00**	**100.00%**	**0.00**	**0.00**
21 - Fire Suppression									
2100	Fire Sprinkler Systems	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	0.00
2101	Sprinkler Materials	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
2102	Sprinkler Labor	22,900.00	22,900.00	0.00	0.00	22,900.00	100.00%	0.00	0.00
2103	Sprinkler Testing & Inspections	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00
	21 - Fire Suppression **Subtotal**	**54,400.00**	**54,400.00**	**0.00**	**0.00**	**54,400.00**	**100.00%**	**0.00**	**0.00**
22 - Plumbing									
2200	Plumbing Systems - SBMTL	18,600.00	18,600.00	0.00	0.00	18,600.00	100.00%	0.00	0.00
2201	Plumbing Underground Materials	53,400.00	53,400.00	0.00	0.00	53,400.00	100.00%	0.00	0.00
2202	Plumbing Rough	49,000.00	49,000.00	0.00	0.00	49,000.00	100.00%	0.00	0.00
2203	Plumbing Fixtures & Trim	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00%	0.00	0.00
2204	Plumbing Labor	131,000.00	131,000.00	0.00	0.00	131,000.00	100.00%	0.00	0.00
	22 - Plumbing **Subtotal**	**372,000.00**	**372,000.00**	**0.00**	**0.00**	**372,000.00**	**100.00%**	**0.00**	**0.00**

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Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
23 - HVAC									
2300	HVAC Systems - SBMTLS	20,915.00	20,915.00	0.00	0.00	20,915.00	100.00%	0.00	0.00
2301	HVAC Materials	101,385.00	101,385.00	0.00	0.00	101,385.00	100.00%	0.00	0.00
2302	HVAC Equipment	180,000.00	180,000.00	0.00	0.00	180,000.00	100.00%	0.00	0.00
2303	HVAC Labor	116,000.00	116,000.00	0.00	0.00	116,000.00	100.00%	0.00	0.00
	23 - HVAC **Subtotal**	**418,300.00**	**418,300.00**	**0.00**	**0.00**	**418,300.00**	**100.00%**	**0.00**	**0.00**
26 - Electrical									
2600	Electrical Systems	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00%	0.00	0.00
2610	Electrical Equipment	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00%	0.00	0.00
2611	Electrical U/G - Equipment, Materials, Labor	78,488.00	78,488.00	0.00	0.00	78,488.00	100.00%	0.00	0.00
2612	Electrical Rough Materials	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00%	0.00	0.00
2613	Electrical Labor	104,000.00	104,000.00	0.00	0.00	104,000.00	100.00%	0.00	0.00
2614	Electrical Light Package	178,000.00	178,000.00	0.00	0.00	178,000.00	100.00%	0.00	0.00
2615	Electrical Trim	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00%	0.00	0.00
2616	Electrical - Testing & Inspections	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
2617	Electrical - Wire & Materials	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00%	0.00	0.00
	26 - Electrical **Subtotal**	**741,488.00**	**741,488.00**	**0.00**	**0.00**	**741,488.00**	**100.00%**	**0.00**	**0.00**
27 - Communications									
2700	Structured Cabling	3,280.00	3,280.00	0.00	0.00	3,280.00	100.00%	0.00	0.00
2701	Structured Cabling - Material	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	0.00
2702	Structured Cabling - Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	0.00
	27 - Communications **Subtotal**	**43,280.00**	**43,280.00**	**0.00**	**0.00**	**43,280.00**	**100.00%**	**0.00**	**0.00**
28 - Electrical Safety & Security									
2800	Fire Alarm Systems	20,492.00	20,492.00	0.00	0.00	20,492.00	100.00%	0.00	0.00
	28 - Electrical Safety & Security **Subtotal**	**20,492.00**	**20,492.00**	**0.00**	**0.00**	**20,492.00**	**100.00%**	**0.00**	**0.00**
31 - Earthwork									
3100	Earthwork	193,410.00	193,410.00	0.00	0.00	193,410.00	100.00%	0.00	0.00
3195	Soil Treatment	1,080.00	1,080.00	0.00	0.00	1,080.00	100.00%	0.00	0.00
	31 - Earthwork **Subtotal**	**194,490.00**	**194,490.00**	**0.00**	**0.00**	**194,490.00**	**100.00%**	**0.00**	**0.00**

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32 - Exterior Improvements									
3205	Site Stripping & Sinage	2,108.00	2,108.00	0.00	0.00	2,108.00	100.00%	0.00	0.00
3210	Precast Site Fence	51,753.00	51,753.00	0.00	0.00	51,753.00	100.00%	0.00	0.00
3215	Fencing & Gates	57,005.00	57,005.00	0.00	0.00	57,005.00	100.00%	0.00	0.00
3230	Landscape & Irrigation	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3231	Irrigation Material	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	0.00
3232	Planting & Planting Materials	31,945.00	31,945.00	0.00	0.00	31,945.00	100.00%	0.00	0.00
3233	Landscape & Irragation Labor	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	0.00
	32 - Exterior Improvements **Subtotal**	**252,811.00**	**252,811.00**	**0.00**	**0.00**	**252,811.00**	**100.00%**	**0.00**	**0.00**
33 - Utilities									
3300	Utilities	63,029.00	63,029.00	0.00	0.00	63,029.00	100.00%	0.00	0.00
3310	Domestic Water - Material	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	0.00
3315	Domestic Water - Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
3320	Sanitary - Material	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	0.00
3325	Sanitary- Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
3330	Storm - Material	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	0.00
3335	Storm - Labor	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	0.00
3340	Fire Line - Labor & Material	6,971.00	6,971.00	0.00	0.00	6,971.00	100.00%	0.00	0.00
3350	Utility - Misc.	35,145.00	35,145.00	0.00	0.00	35,145.00	100.00%	0.00	0.00
	33 - Utilities **Subtotal**	**315,145.00**	**315,145.00**	**0.00**	**0.00**	**315,145.00**	**100.00%**	**0.00**	**0.00**
80 - Allowance									
8000	Flagpole Allowance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
8001	Flagpole AUA #1	3,800.00	3,800.00	0.00	0.00	3,800.00	100.00%	0.00	0.00
8010	CMAR - Construction Phase Contingency	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
8011	Contractor COntingency CUA #1 - Paving Thickness Increase	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00%	0.00	0.00
8012	Contractor's Contingency - CUA #2 - Artificial Turf	22,344.00	22,344.00	0.00	0.00	22,344.00	100.00%	0.00	0.00
8013	Contractor Contingency - Material and Scope increases	31,725.24	31,725.24	0.00	0.00	31,725.24	100.00%	0.00	0.00
8020	Owner - Construction Phases Contingency	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

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A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
8021	Owner Contingency - Farmers abatement	3,677.00	3,677.00	0.00	0.00	3,677.00	100.00%	0.00	0.00
8022	Owner Contingency - Trees not shown on Demo Or Tree Plan	15,020.00	15,020.00	0.00	0.00	15,020.00	100.00%	0.00	0.00
8024	Owner Contingency - Fiber relocation	10,310.12	10,310.12	0.00	0.00	10,310.12	100.00%	0.00	0.00
8025	Owner Contingency CUA#4 - Formboard Survey	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	0.00
8026	Owner Contingency CUA #3 - Pier Add ASI #2	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	0.00
8027	Owner's Contingency - CUA #5 - ASI#1 Striping	2,377.00	2,377.00	0.00	0.00	2,377.00	100.00%	0.00	0.00
8028	Owner Contingency - CUA #6 - Dumpster Pad Piers	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
8029	Owner Contingency - CUA #8 - Electraical Panel Acceleration	14,866.00	14,866.00	0.00	0.00	14,866.00	100.00%	0.00	0.00
8030	Escalation Allowance	75,919.00	75,919.00	0.00	0.00	75,919.00	100.00%	0.00	0.00
8129	Owner Contingency - CUA #9 - Added steel to PEMB structure	19,370.00	19,370.00	0.00	0.00	19,370.00	100.00%	0.00	0.00
8130	FLagpole AUA #1 - excess allowance funding	3,100.00	3,100.00	0.00	0.00	3,100.00	100.00%	0.00	0.00
8131	Owner Contingency - CUA #11 - Baydoorand asi6 Framing Change	11,639.89	11,639.89	0.00	0.00	11,639.89	100.00%	0.00	0.00
8134	Owner Contingency - CUA 13 - Rock Excavation	13,900.00	13,900.00	0.00	0.00	13,900.00	100.00%	0.00	0.00
8137	Owners Contingency - CUA 15 - Canopy supports water proofing	7,100.00	7,100.00	0.00	0.00	7,100.00	100.00%	0.00	0.00
8138	Owner Contingency - CUA 16 - Patio light revision	2,767.00	2,767.00	0.00	0.00	2,767.00	100.00%	0.00	0.00
8139	Owner Contingency - CUA 17 - Bunk RM light revision	6,544.00	6,544.00	0.00	0.00	6,544.00	100.00%	0.00	0.00
8140	Owner Contingency - CUA 18 - Entry Sconce Soffit Change	2,723.00	2,723.00	0.00	0.00	2,723.00	100.00%	0.00	0.00
	80 - Allowance **Subtotal**	**287,432.25**	**287,432.25**	**0.00**	**0.00**	**287,432.25**	**100.00%**	**0.00**	**0.00**
85 - Bonds & Insurance									
8500	General Liability	75,919.00	75,919.00	0.00	0.00	75,919.00	100.00%	0.00	0.00
8501	Payment and Performance Bond	51,922.00	51,922.00	0.00	0.00	51,922.00	100.00%	0.00	0.00
8502	Builders Risk Insurance	11,388.00	11,388.00	0.00	0.00	11,388.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 19
Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
	85 - Bonds & Insurance **Subtotal**	**139,229.00**	**139,229.00**	**0.00**	**0.00**	**139,229.00**	**100.00%**	**0.00**	**0.00**
90 - Contingency									
8405	Corner Guards	1,430.00	1,430.00	0.00	0.00	1,430.00	100.00%	0.00	0.00
9002	Contractor's Fee	264,324.00	264,324.00	0.00	0.00	264,324.00	100.00%	0.00	0.00
	90 - Contingency **Subtotal**	**265,754.00**	**265,754.00**	**0.00**	**0.00**	**265,754.00**	**100.00%**	**0.00**	**0.00**
91 - Owner CUA-21									
8141	GNS - IT Room Outlets for 2 30A	2,924.00	2,924.00	0.00	0.00	2,924.00	100.00%	0.00	0.00
8142	GNS - Dedicated circuits to Quads at FSA & Data Drop	3,241.00	3,241.00	0.00	0.00	3,241.00	100.00%	0.00	0.00
8143	GNS - Added Power to EOC	8,836.00	8,836.00	0.00	0.00	8,836.00	100.00%	0.00	0.00
8144	Able Communication - Data lines TV & FSA	1,475.00	1,475.00	0.00	0.00	1,475.00	100.00%	0.00	0.00
8145	GNS - App Bay Low Voltage	21,551.00	21,551.00	0.00	0.00	21,551.00	100.00%	0.00	0.00
8146	Stainless at Kitchen Hood	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
	91 - Owner CUA-21 **Subtotal**	**40,027.00**	**40,027.00**	**0.00**	**0.00**	**40,027.00**	**100.00%**	**0.00**	**0.00**
92 - COR-1									
8147	GNS - ASI-05 - HVAC changes due to available equipment	19,883.00	19,883.00	0.00	0.00	19,883.00	100.00%	0.00	0.00
8148	DMG - HVAC system for Mezz 202	14,035.00	14,035.00	0.00	0.00	14,035.00	100.00%	0.00	0.00
8149	GNS - MEZZ 202 Electrical for HVAC	5,911.00	5,911.00	0.00	0.00	5,911.00	100.00%	0.00	0.00
8150	GNS - ATS Moved to Mezzanine (Hoisting)	11,145.00	11,145.00	0.00	0.00	11,145.00	100.00%	0.00	0.00
8151	GNS ATS Moved to Mezz (Material/Labor)	33,426.00	33,426.00	0.00	0.00	33,426.00	100.00%	0.00	0.00
8152	COR-1 Soft Cost	4,746.00	4,746.00	0.00	0.00	4,746.00	100.00%	0.00	0.00
8153	COR-1 CORE Fee	10,565.00	10,565.00	0.00	0.00	10,565.00	100.00%	0.00	0.00
	92 - COR-1 **Subtotal**	**99,711.00**	**99,711.00**	**0.00**	**0.00**	**99,711.00**	**100.00%**	**0.00**	**0.00**
93 - Owner CUA-23									
8154	Choate - PR-2	2,101.00	2,101.00	0.00	0.00	2,101.00	100.00%	0.00	0.00
8155	Frico Bros - Bed Trim	1,475.00	1,475.00	0.00	0.00	1,475.00	100.00%	0.00	0.00
8156	GNS - #23 EOC Storage Circuit	5,822.00	5,822.00	0.00	0.00	5,822.00	100.00%	0.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 19
Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application (D+E)	E Work Completed: This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
8157	One Source - Polished Conc Hand Grinding	750.00	750.00	0.00	0.00	750.00	100.00%	0.00	0.00
8158	OneSource - Polished Conc	9,307.00	9,307.00	0.00	0.00	9,307.00	100.00%	0.00	0.00
8159	06-08 - WBH - Credit for Wood Finish	-5,800.00	-5,800.00	0.00	0.00	-5,800.00	100.00%	0.00	0.00
8160	DLB - Door Frame Painting	2,900.00	2,900.00	0.00	0.00	2,900.00	100.00%	0.00	0.00
8161	08 - WBH - Access control - $5784	5,784.00	5,784.00	0.00	0.00	5,784.00	100.00%	0.00	0.00
	93 - Owner CUA-23 **Subtotal**	**22,339.00**	**22,339.00**	**0.00**	**0.00**	**22,339.00**	**100.00%**	**0.00**	**0.00**
94 - Owner CUA-24									
8169	CUA-24 - Added Floor Sink at Riser	800.00	800.00	0.00	0.00	800.00	100.00%	0.00	0.00
8170	CUA-24 - Mezz Rail Freight	800.00	800.00	0.00	0.00	800.00	100.00%	0.00	0.00
8171	CUA-24 - Lift Rental for Cord Reels	813.00	813.00	0.00	0.00	813.00	100.00%	0.00	0.00
8172	CUA-24 - Lift Rental for Mezz Rail Install	813.00	813.00	0.00	0.00	813.00	100.00%	0.00	0.00
8173	CUA-24 - Door 102 HDW	947.00	947.00	0.00	0.00	947.00	100.00%	0.00	0.00
8174	CUA-24 - Hardware for Access Cntr	1,454.00	1,454.00	0.00	0.00	1,454.00	100.00%	0.00	0.00
8175	CUA-24 - Added FRP at Workroom	1,654.00	1,654.00	0.00	0.00	1,654.00	100.00%	0.00	0.00
8176	CUA-24 - Added Exit Signage at Mezzanines	1,991.00	1,991.00	0.00	0.00	1,991.00	100.00%	0.00	0.00
8177	CUA-24 - Mezz Sliding Rail Install	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00
8178	CUA-24 - Ceiling Rework for Grid and Added FRP	2,648.00	2,648.00	0.00	0.00	2,648.00	100.00%	0.00	0.00
8179	CUA-24 - Mezz Sliding Rail	2,671.00	2,671.00	0.00	0.00	2,671.00	100.00%	0.00	0.00
8180	CUA-24 - Generator Cabling	3,080.00	3,080.00	0.00	0.00	3,080.00	100.00%	0.00	0.00
8181	CUA-24 - Resealing Floors	3,900.00	3,900.00	0.00	0.00	3,900.00	100.00%	0.00	0.00
8182	CUA-24 - App Bay Shore Reel Relocate & Adds	7,132.00	7,132.00	0.00	0.00	7,132.00	100.00%	0.00	0.00
8188	09 - Vadens - Ceiling Rework for Grid and Added FRP	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	94 - Owner CUA-24 **Subtotal**	**31,203.00**	**31,203.00**	**0.00**	**0.00**	**31,203.00**	**100.00%**	**0.00**	**0.00**
95 - Owner CUA-25									
8167	Owner Contingency - SBE Incentive	11,569.05	11,569.05	0.00	0.00	11,569.05	100.00%	0.00	0.00
	95 - Owner CUA-25 **Subtotal**	**11,569.05**	**11,569.05**	**0.00**	**0.00**	**11,569.05**	**100.00%**	**0.00**	**0.00**
96 - Owner CUA-27 Schulte									

CONTINUATION SHEET

Application and Certification for Payment, containing
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Application No. : 19
Application Date : 06/10/24
To: 06/30/24
Architect's Project No.:

Contract : 22-01-005 CoDuncanville - Fire Station #1

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
8166	Schulte - CUA 27	2,352.00	2,352.00	0.00	0.00	2,352.00	100.00%	0.00	0.00
	96 - Owner CUA-27 Schulte **Subtotal**	**2,352.00**	**2,352.00**	**0.00**	**0.00**	**2,352.00**	**100.00%**	**0.00**	**0.00**
	Grand Totals	**7,857,835.11**	**7,857,835.11**	**0.00**	**0.00**	**7,857,835.11**	**100.00%**	**0.00**	**0.00**

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Consider an Ordinance amending the FY 2023-24 budget by appropriating revenue and amending expenditures for the Utility Fund to cover the increase to Trinity River Authority expenses.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The purpose of this ordinance is to revise the FY 2023-24 budget for the Utility Fund to cover the September payment to Trinity River Authority.
The Trinity River Authority fiscal year begins in December. Our wastewater treatment is split between two plants; Ten Mile Creek and Central Regional. The initial forecast for the new budget year is based on the previous years' actual usage. The City will then be billed based on the forecast beginning in December. Additionally, the Operational and Maintenance portion of the bills will again be adjusted up or down beginning in August.

Once their fiscal year concludes in November, TRA will compare the forecasted usage versus actuals. If the City has used less than forecasted, TRA will give us a refund. If the City uses more than forecasted, TRA will bill us for the difference. Based on the year ended November 2023, the City received a refund of $809,500 from TRA in April 2024. The Operations and Maintenance portion of the Central Regional and Ten Mile Creek plants will increase beginning with the August billing by $60,000. The total monthly cost beginning in August, which also includes two water facilities, comes to $523,714.

The refund will offset the increase in expenses for FY 2024.

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

FUNDING SOURCE:

ORG and Object Number
NA

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

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

ATTACHMENTS:
Ordinance No. - 2522 - FY 2023-24 Budget Amendment - Utility Fund - Pdf

ORDINANCE NO. 2522

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

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

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

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

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

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

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

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

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

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of August, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

FY 2024 UTILITY FUND AMENDMENT - AUGUST 20, 2024
002 - WATER/SEWER UTILITY FUND

	FY 2023 ACTUALS	FY 2024 YTD ACTUAL	FY 2024 BUDGET	FY 2024 AMENDED CHANGE	FY 2024 REVISED BUDGET	EXPLANATION
Revenue						
002 - UTILITY FUND						
53 - FINES & FEES	$4,270	$5,775	$4,000	0	**$4,000**	
54 - INTERGOV REVENUES	(0)	(0)	600		600	
55 - INTEREST	268,328	322,207	17,100		17,100	
57 - CHARGES FOR SERVICES	19,521,973	15,216,958	21,061,642		21,061,642	
59 - OTHER SOURCES						
509301 - REFUNDS FROM TRA	101,256	809,500	(0)	809,500	809,500	TRA Settleup from FY 2023 resulted in refund
509601 - MISCELLANEOUS REVENUE	48,791	15,720	30,000		30,000	
509611 - SCRAP METAL SALES	(0)	11,844	3,000		3,000	
509612 - CITY SERVICES REIMBURSEMENT	23,945	27,440	37,777		37,777	
Total Revenue	**$19,968,563**	**$16,409,444**	**$21,154,119**	**$809,500**	**$21,963,619**	
Expense						
002 - UTILITY FUND						
78 - TRANSFER TO FUNDS	7,790,033	4,672,896	7,607,475		7,607,475	
02311000 - UTILITIES ADMINISTRATION						
60 - SALARY AND BENEFITS	30,964	4,162	160,511		160,511	
72 - SUPPLIES & MATERIALS	6,747	3,891	5,912		5,912	
73 - CONTRACT & PROF SVCS						
700441 - MEMBERSHIP DUES	221	439	557		557	
700446 - INSURANCE PREMIUMS TML	30,233	672	806		806	
700450 - CONTRACTUAL SERVICES	0	0	25,000		25,000	
708103 - PROFESSIONAL FEES	94,648	38,815	66,000		66,000	
74 - MAINT & REPAIR SVCS		0	0		0	
78 - TRANSFER TO FUNDS	40,580	483	20,580		20,580	
79 - OTHER FINANCING USES	775	0	1,300		1,300	
02312000 - WATER & SEWER SERVICES						
60 - SALARY AND BENEFITS	1,230,005	904,420	1,514,264		1,514,264	
72 - SUPPLIES & MATERIALS	357,535	133,268	550,766		550,766	
73 - CONTRACT & PROF SVCS						
700441 - MEMBERSHIP DUES	5,365	3,831	7,760		7,760	
700443 - RENTALS	2,322	0	10,200		10,200	
700444 - LEGAL EXPENDITURES	5,072	0	0		0	
700446 - INSURANCE PREMIUMS TML	7,675	57,434	68,182		68,182	
700450 - CONTRACTUAL SERVICES	193,160	58,293	227,000		227,000	
700457 - DALLAS WATER PURCHASES	4,283,028	3,195,057	4,304,486		4,304,486	
700459 - T R A EXPENSE	4,789,760	4,537,305	5,061,760	525,000	5,586,760	TRA - Remaining expense for September
700461 - CELL/DATA EXP	24,829	22,977	34,800		34,800	
708103 - PROFESSIONAL FEES	197,747	64,820	224,650		224,650	
74 - MAINT & REPAIR SVCS	179,562	141,104	178,900		178,900	
75 - UTILITIES	78,032	124,879	124,220		124,220	
76 - CAPITAL OUTLAY	65,587	0	0		0	
78 - TRANSFER TO FUNDS	146,722	222,674	267,209		267,209	
79 - OTHER FINANCING USES	10,549	4,460	10,100		10,100	
02411000 - UTILITY CUSTOMER SERVICES						
60 - SALARY AND BENEFITS	633,008	532,429	651,960		651,960	
72 - SUPPLIES & MATERIALS	61,911	54,304	96,850		96,850	
73 - CONTRACT & PROF SVCS						
700445 - MARKETING/PROMOTIONAL EXP.	2,404	532	4,500		4,500	
700446 - INSURANCE PREMIUMS TML	13,954	6,754	8,105		8,105	
700450 - CONTRACTUAL SERVICES	235,526	23,578	213,800		213,800	
700461 - CELL/DATA EXP	4,635	3,031	5,616		5,616	
74 - MAINT & REPAIR SVCS	101,222	74,108	168,000		168,000	
75 - UTILITIES		0	0		0	
76 - CAPITAL OUTLAY		0	0		0	
78 - TRANSFER TO FUNDS	1,022,139	23,112	527,734		527,734	
79 - OTHER FINANCING USES	0	250	3,050		3,050	
Total Expense	**$22,110,968**	**$15,255,302**	**$22,152,053**	**$525,000**	**$22,677,053**	
Net Total	**($2,142,405)**	**$1,154,142**	**($997,934)**		**($713,434)**	

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County to provide Highway Accident Investigation Services in an amount not to exceed $60,770.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Kristin Downs, Chief Operations Officer
Matthew Stogner, Chief of Police

BACKGROUND/HISTORY:
The Duncanville Police Department has contracted with the Dallas County Sheriff's Office (DCSO) for accident investigation of motor vehicles on Interstate 20 and U.S. Highway 67 within the City of Duncanville.

The Duncanville Police Department will notify DCSO when an accident occurs on the referenced roadways through the Southwest Regional Communications Center. Upon notification, DCSO will dispatch personnel to the scene, including available DCSO resources to provide sufficient traffic control, as necessary, to complete the investigation. The accident investigation shall be completed in accordance with the principles set forth by the Texas Department of Transportation and the North Central Texas Council of Governments. The investigator will complete all necessary paperwork, including the CR-3 crash report, and will file a copy with the State of Texas, as required by law.

POLICY EXPLANATION:
The Dallas County Sheriff's Office has offered a program in which Dallas County Deputies investigate traffic accidents occurring on interstates and highways within Dallas County. Initially, the program was provided free of charge. However, several years ago, Dallas County began to charge cities for this service. The charge is a flat rate per year rather than per accident.

This initial agreement shall be effective from October 1, 2024 through September 30, 2025 with a 3% budget increase totaling $60,770.00. The parties may extend this agreement for four (4) additional one-year terms for a maximum total of five (5). Each extension of the term of this agreement will result in a three (3%) percent increase in the maximum payment.

FUNDING SOURCE:

ORG and Object Number
01055100-700450 (Patrol - Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
$94,815.00 (FY25)	$60,770.00 (FY25)	$34,045.00 (FY25)

ACTION ALTERNATIVES:

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

ATTACHMENTS:
Attachment 1 - Resolution No. - 2019-046R5 - FY25 - Highway Accident Investigation Services with Exhibit A

RESOLUTION NO. 2019-046R5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DUNCANVILLE AND DALLAS COUNTY, TO PROVIDE HIGHWAY ACCIDENT INVESTIGATION SERVICES NOT TO EXCEED $60,770.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and County are government entities; and

WHEREAS, chapter 791 of the Texas Government Code allows home rule municipal corporations to enter into interlocal agreements for the provision of governmental services related to police protection, public health and welfare, parks, recreation, and such other governmental functions and services which are of mutual concerns to the contracting parties; and

WHEREAS, the City desires to acquire highway accident investigation services from Dallas County Sheriff's Office (DCSO);

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

SECTION 1. That the City Council for the City of Duncanville hereby approves the Interlocal Agreement between the City of Duncanville and Dallas County for the provision of Highway Accident Investigation Services, which is attached hereto as Exhibit "A".

SECTION 2. That the City Council for the City of Duncanville hereby authorizes the Interim City Manager to execute the interlocal agreement.

SECTION 3. That this resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of August, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

FINAL EXECUTION VERSION 7.17.2024

THE STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN**
	§	**DALLAS COUNTY ON BEHALF OF**
	§	**DALLAS COUNTY SHERIFF'S OFFICE**
COUNTY OF DALLAS	**§**	**AND CITY OF DUNCANVILLE**

INTERLOCAL AGREEMENT by and between DALLAS COUNTY and the CITY OF DUNCANVILLE FOR ACCIDENT INVESTIGATION SERVICES

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between Dallas County, Texas ("**County**"), a political subdivision of the State of Texas, on behalf of the Dallas County Sheriff's Office and acting through its County Judge pursuant to authority granted by the Dallas County Commissioners Court (collectively, "**DCSO**") and the City of Duncanville ("**City**"), a political subdivision of the State of Texas, both of which may be referred to collectively as the "**Parties**" or individually as "**Party**."

RECITALS

WHEREAS, the Act authorizes the City and the County to contract with one another for law enforcement protection, related administrative functions, and other governmental functions in which they are mutually interested; and

WHEREAS, the City has in the past and wishes to continue to have the County conduct accident investigation services for the City; and

WHEREAS, the DCSO desires to provide the City the requested accident investigation services; and

NOW, THEREFORE this Agreement is entered into by and between the City and the County pursuant to the authority granted by Texas Local Government Code Chapter 791 (known as the *Interlocal Cooperation Act* or the "**Act**") and the Code of Criminal Procedure, Article 2.17 "**Conservator of the Peace**", to provide accident investigation services to the City by DCSO.

SECTION 1: TERM AND TERMINATION

A. Term: This initial Agreement shall be effective from October 1, 2024, through September 30, 2025 ("Term").

B. The Parties may extend this Agreement for four (4) additional one-year terms for a maximum total of five (5) years. To extend this Agreement, the City must provide written notice to the County (as detailed herein), at least thirty (30) days prior to the expiration of the current term, but no earlier than ninety (90) days prior to the expiration of the current term.

C. Termination: Either Party may terminate this Agreement without cause, in whole or in part, upon thirty **(30) days** prior written notice to the other Party. County reserves the right to terminate the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

1. Lack of, or reduction in, County funding, resources, or personnel;
2. Non-performance by either Party; or
3. Either Party''s failure to comply with the terms and provisions of this Agreement;
4. Any other reason if notice is given pursuant to this Agreement.

SECTION 2: SCOPE OF SERVICES

DCSO shall be responsible for providing freeway accident investigations ("Accident Investigation Services") for all accidents occurring in the following locations:

Interstate 20 – both directions of travel, for the entire distance within Duncanville City Limits; and

Highway 67 – both directions of travel, for the entire distance within Duncanville City Limits.

The Duncanville Police Department will notify DCSO when an accident occurs on the referenced roadways via the Duncanville Communication Center. Upon notification, DCSO will dispatch personnel to the scene, including available DCSO resources to provide sufficient traffic control, as necessary to complete the investigation. The accident investigation shall be completed in accordance with the principles set forth by the Texas Department of Transportation and the North Central Texas Council of Governments. The investigator will complete all necessary paperwork, including the CR-3 crash report, and will file a copy with the State of Texas, as required by law.

SECTION 3: FEES

A. **Maximum Payment:** The City shall pay the County **Sixty Thousand Seven Hundred Seventy Dollars and No Cents ($60,770.00**) for the Term of this Agreement, from current revenues available to the City**.**

Each extension of the term of this Agreement as contemplated in Section 1A above will result in a three (3%) percent increase in the maximum payment under this paragraph.

B. Billing and Payment: The County shall bill the City immediately upon execution of this Agreement for the amount stated in Section 3. A above for the Term of this Agreement. City shall pay for these services within thirty (30) days after the date of County's billing. Failure by County to bill in a timely manner shall not waive City's obligation to make the payment under this Agreement.

C. Prompt Payment Act: Any payment not made within thirty (30) days of its receipt date shall bear interest in accordance with Texas Government Code Chapter 2251.

D. Increased Costs: If the costs of providing services to the City increase beyond the amount identified in Section 3. A during the Term of this Agreement, the City shall be responsible for the payment of such increased costs. The County shall provide the City with thirty (30) days written notice of any such increase.

SECTION 4: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered (with written confirmation of receipt); on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below or at such other addresses as shall be specified by written notice delivered in accordance herewith:

If to the City of Duncanville:

Matthew Stogner
Chief of Police
City of Duncanville Police
203 E. Wheatland Road
Duncanville, Texas 75116

If to Dallas County:

James Spencer Assistant Chief of Enforcement Bureau
Dallas County Sheriff's Office
133 N Riverfront Blvd
Dallas, Texas 75207
Email James.Spencer@dallascounty.org

and

Clay Lewis Jenkins
Dallas County Judge
500 Elm Street, Suite 7000
Dallas, Texas 75202
Email Clay.Jenkins@dallascounty.org

With a copy to:

Barbara Nicholas
Chief – Civil Division
Dallas County District Attorney's Office
500 Elm Street, Suite 6300

Dallas, Texas 75202
Email Barbara.Nicholas@dallascounty.org

SECTION 5: IMMUNITY AND LIABILITY

A. **This Agreement is expressly made subject to the City's governmental immunity and the County's sovereign immunity including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable state and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that the City or the County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.**

B. **No waiver: County. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act or under Texas law, to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorney's fees, against the County, arising out of the performance of County employees under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.**

C. **No waiver: The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act or under Texas law, to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorney's fees, against the City, including workers' compensation claims, arising out of the performance of City employees under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City and its officers and/or employees.**

D. **Comparative liability. County and City agree that any such liability or damages as stated above, occurring during the performance of this Agreement, and caused by the joint or comparative negligence of their employees, students, agents, or officers, shall be determined in accordance with comparative responsibility laws of the State of Texas.**

E. **Survival. These provisions shall survive termination, expiration, or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid, or unenforceable.**

SECTION 6: MISCELLANEOUS PROVISIONS

6.1 COMPLIANCE WITH LAWS

In providing services required by this Agreement, the Both Parties must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

6.2 AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition, or deletion to the terms of this Agreement that are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

6.3 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

6.4 BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

6.5 GOVERNMENT FUNDED PROJECT

If Agreement is funded in part by either the State of Texas or the federal government, City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision, or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the Terms of this Agreement.

6.6 DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition, or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided

by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. City has a duty to mitigate damages.

6.7 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the either Party under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Both Parties shall have no right of action against the other in the event the either Party is unable to fulfill its obligations under this Agreement because of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. If either Party is unable to fulfill its obligations under this Agreement because of lack of sufficient funding, or if funds become unavailable, either Party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other Party at the earliest possible time prior to the end of its fiscal year.

6.8 COUNTERPARTS, NUMBER/GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

6.9 AGENCY/INDEPENDENT CONTRACTOR

Except as otherwise stated in this Agreement, the Parties, including their agents, servants, joint enterprises, or employees, are independent contractors, and not an agent, servant, joint enterprise, or employee of the other Party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, joint enterprises, or employees in conjunction with the performance of work covered under this Agreement.

6.10 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall, as soon as

reasonably possible, give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum period equal to the time lost by reason of the delay.

6.11 ASSIGNMENT

The City assures that it will not transfer or assign its interest in this Agreement without the prior written consent of the County. County approval to transfer or assign the City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court, and the formal approval of the Duncanville City Council.

6.12 CONTRA PROFERENTEM/CONTINUING OBLIGATIONS

The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement, and such Party shall not be responsible for the language used. All obligations of this Agreement which expressly or by their nature survive the expiration, termination, or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination, or transfer until such are satisfied in full or by their nature expire.

6.13 SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

6.14 SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of either Party, or representing themselves as signing and executing this Agreement on behalf of either Party, do hereby warrant and guarantee that he, she, or they have been duly authorized by the Governmental entity to execute this Agreement on behalf of the Governmental entity and to validly and legally bind the the other Party to all terms, performances, and provisions herein set forth.

6.15 VENUE AND CHOICE OF LAW

Texas law shall govern this Agreement and venue shall lie exclusively in the state courts of competent jurisdiction physically located in Dallas County, Texas.

[Signatures on the following page]

EXHIBIT A

FINAL EXECUTION VERSION 7.17.2024

The City of Duncanville has executed this Agreement pursuant to duly authorized City Council Resolution No. _____, dated _____, 2024.

The County of Dallas has executed this Agreement pursuant to Commissioners Court Order No. _____ on this ____ day of _____ 2024.

On behalf of DALLAS COUNTY:

_____
Clay Lewis Jenkins
Dallas County Judge

On behalf of the CITY OF DUNCANVILLE:

_____
Douglas E. Finch
Duncanville City Manager

RECOMMENDED:

_____
Dr. Ronica Watkins
Dallas County Budget Officer

_____
Matthew Stogner
Duncanville Chief of Police

_____
Marian Brown
Dallas County Sheriff

APPROVED AS TO FORM*

JOHN CREUZOT
DALLAS COUNTY DISTRICT ATTORNEY

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

_____
Tina R. Patel
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts, agreements, or legal documents on behalf of its clients. It may not advise or approve a contract, agreement, or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Council to consider a resolution approving the assignment of private activity bond authority to the Texas Department of Housing and Community Affairs.

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
The North Central Housing Finance Corporation was created by the cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas (collectively, the "Sponsor") pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394.

POLICY EXPLANATION:
This resolution will give the Texas Department of Housing and Community Affairs the authority to act on the North Central Housing Finance Corporation's behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes, pursuat to Chapter 394.032(e) of the Texas Local Government Code.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Approve the resolution.
2. Do not approve the resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-312 - RESOLUTION OF PRIVATE ACTIVITY BOND AUTHORITY

RESOLUTION NO. 2024-312

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, the North Central Housing Finance Corporation (the "Corporation") was created by the Cities of Cedar Hill, DeSoto, Duncanville, Lancaster and Waxahachie, Texas and the Counties of Ellis, Hunt, Kaufman, Navarro and Rockwall, Texas (collectively, the "Sponsor") pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the "Act"); and,

WHEREAS, by resolution adopted on June 18, 2024, the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of $54,817,320 (the "Reservation"); and

WHEREAS, by resolution adopted on June 18, 2024, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs ("TDHCA"), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as one of the governmental units that created the Corporation, the City Council of Duncanville, Texas (the "Governing Body") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "Assignment Agreement"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

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

SECTION 1. The City Council approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

SECTION 2. The City Manager is hereby authorized to execute and deliver such instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of August, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (this "**Agreement**") is made as of the ____ day of _____, 2024 by and between **NORTH CENTRAL TEXAS HOUSING FINANCE CORPORATION** ("**HFC**"), a Texas non-profit housing finance corporation and the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS** ("**TDHCA**"), a public and official agency of the State of Texas.

RECITALS:

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the "**Act**"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of Cities of Cedar Hill, DeSoto, Duncanville, Lancaster and Waxahachie, Texas and the Counties of Ellis, Hunt, Kaufman, Navarro and Rockwall, Texas.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain "private activity bonds" (as defined in Section 141(a) of the Code) must come within the issuing authority's private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond "State ceiling" (as defined in Section 146(d) of the Code) applicable to the State of Texas (the "**State**") is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the "**Allocation Act**").

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an "**Application for Reservation**") with the Texas Bond Review Board (the "**Bond Review Board**"), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the "**Allocation Rules**") require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on June 18, 2024, HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of $54,817,320 with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the "**Reservation**").

I. HFC has determined to (a) delegate to TDHCA HFC's authority to issue bonds or mortgage credit certificates ("**MCCs**") for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that "a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes," and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by Cities of Cedar Hill, DeSoto, Duncanville, Lancaster and Waxahachie, Texas and the Counties of Ellis, Hunt, Kaufman, Navarro and Rockwall, Texas (collectively, the "Sponsor") pursuant to the Act.

K. As the governmental unit that created HFC, the Sponsor has approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assignment**. HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC's right, title and interest in, to and under the Reservation (the "**Assignment**"), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2024 program year.

2. **Consents**. HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

3. **Expenses**. TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and TDHCA will pay all costs associated with the issuance of the bonds.

4. **Agreement**. In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", and referred to herein together with the Pooled Loans collectively as "HFC Loans"), until an aggregate amount of $54,817,320 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the amount of volume cap used to originate the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis. The provisions in the Term Sheet attached hereto as Exhibit A are incorporated herein and supplement the provisions of this Agreement; however, in the event of any inconsistency between the provisions of this Agreement and the Term Sheet, the provisions of this Agreement shall supersede those of the Term Sheet.

5. **Fees**. TDHCA will pay an ongoing fee of 4.75 basis points (collectively, "HFC Fees") of the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. HFC Fees will be paid for a period of 10 years for each HFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an HFC Fee is calculated. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

6. **Reporting**. Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

7. **Governing Law**. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

8. **Severability**. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

9. **Entire Agreement; Amendment and Waiver**. This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[*Execution page follows*]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

NORTH CENTRAL TEXAS HOUSING FINANCE CORPORATION

By: Clyde C. Hairston
Name: Clyde Hairston
Title: President

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: _____
Name: _____
Title: _____

EXHIBIT A – TERM SHEET

2024 Term Sheet

Housing Finance Corporation Volume Cap Assignment

Issuer:	Texas Department of Housing and Community Affairs ("TDHCA")
HFC Partner:	Housing Finance Corporation ("HFC")
Volume Cap:	To be reserved by the HFC for subsequent assignment to TDHCA ("Reservation").
Assignment:	TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC's governing body will be required to approve the Assignment.
Assignment Purpose:	To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into mortgage backed securities and purchased by tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", collectively "HFC Loans").
Loan Prioritization	The HFC Loans shall be recorded on a first in first out ("FIFO") basis until the equivalent of the assigned volume cap has been exhausted.
Volume Cap Utilization:	Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan.
HFC Fees:	TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC.
Related Costs:	TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds.
Reporting:	Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

Mortgage Loan Program

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned.

Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Council to consider a resolution confirming the City Manager's appointment of Matthew Stogner as the Police Chief.

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
Police Chief Mark LiVigni announced his retirement effective January 31, 2024. The City embarked on a National Search for a new Police Chief, ensuring a thorough and transparent process to identify the best leader for our community. We began by soliciting proposals from firms experienced in conducting national searches for executive positions. T2 Consulting was selected for their proven expertise in public safety and executive recruitment, including their effective performance testing methodologies. T2 Consulting conducted a public meeting and survey to gather community input on the qualities desired in our next police chief. They also engaged with police department staff and community members to establish performance benchmarks for the role.

Following the creation of a benchmarking matrix, a national search attracted twenty candidates. These candidates underwent a written exercise and a Tri-Metrix EQ test, which evaluates Behaviors, Drivers, and Emotional Quotient. After analyzing these results, T2 Consulting conducted interviews and shortlisted the top three candidates. These finalists participated in interviews with two panels: one comprised of department employees and stakeholders, and another with police chiefs and the City Manager.

The rigorous evaluation process led to Mr. Stogner emerging as the leading candidate, demonstrating a clear vision for the future of our department.

POLICY EXPLANATION:
About Matthew Stogner:

- **Education:** Bachelor of Science in Criminal Justice Administration from the University of Phoenix; graduated from the 72nd Session of the Police Executive Research Forum Senior Management Institute; completed the School of Police Supervision at the Institute for Law Enforcement Administration in Plano, Texas.

- **Experience:** With 26 years in law enforcement, Mr. Stogner has extensive experience in Field Operations, Investigative Services, Administrative Services, and Special Operations. He has nine years of leadership experience and has served as the Assistant Chief of Police for Duncanville since 2021. For the past eight months, he has also been fulfilling the role of Interim Chief of Police.

Future of the Duncanville Police Department:

Mr. Stogner has outlined a vision of excellence for the Duncanville Police Department, incorporating modern policing strategies aimed at reducing crime and enhancing outcomes. His leadership will introduce practices such as problem-oriented policing and focused deterrence, among others.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Confirm the appointment.
2. Do not confirm the appointment.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-313 - Confirming Appointment of Matthew Stogner as Police Chief

RESOLUTION NO. 2024-313

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CONFIRMING THE APPOINTMENT OF MATTHE STOGNER AS POLICE CHIEF AND DEPARTMENT HEAD OF THE DUNCANVILLE POLICE DEPARTMENT; PROVIDING THE CONFIRMATION OF THE APPOINTMENT OF THE POLICE CHIEF AND DEPARTMENT HEAD BY THE CHIEF EXECUTIVE OFFICER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, is a home rule municipality; and

WHEREAS, the City has adopted the provisions of Chapter 143 of the Texas Local Government Code; and

WHEREAS, said Chapter of the Texas Local Government Code provides for the appointment of the department heads by the City's chief executive officer; and

WHEREAS, under the Home Rule Charter the chief executive officer of the City of Duncanville, Texas, is its City Manager; and

WHEREAS, the City Manager has appointed Matthew Stogner as the Police Chief and Department Head of the Duncanville Police Department; and

WHEREAS, the City Council has informally consented to such appointments; and

WHEREAS, the formal action of the City Council is required to confirm such appointments.

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 confirms the appointment of Matthew Stogner as the Police Chief and Department Head of the Duncanville Police Department, for the City of Duncanville, Texas.

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 20th day of August, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Consider a resolution authorizing the approval of the purchase of a vehicle from Classic Chevrolet that will be used in the support of the Duncanville Community & Economic Development Corporation (DCEDC), in the expenditure amount not to exceed $56,044.90.

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:
Victor Barrera, Economic Development, Director
LoLecia Day, Economic Development, Assistant Director
Jeremiah Brewer, Economic Development Coordinator

BACKGROUND/HISTORY:
The Duncanville Community & Economic Development Corporation (DCEDC) plays a crucial role in fostering growth and prosperity within our community. As part of its operational needs, the corporation requires a reliable vehicle to facilitate various activities essential to its mission. Currently, the corporation lacks a dedicated vehicle, which hinders its ability to effectively carry out fieldwork, attend meetings, and engage with stakeholders across the region.

The vehicle being purchased is a 2024 Chevrolet Tahoe LT/S.

The informal bid process was conducted and it was determined that Classic Chevrolet was the best choice. Classic Chevrolet is the lowest of the three bids.

In the FY23-24 Adopted Budget, $100,000 has been allocated for the purchase of a motor vehicle. At the June 24, 2024 DCEDC Board Meeting, the purchase of a motor vehicle was approved unanimously.

POLICY EXPLANATION:
Staff recommends City Council authorize the approval of a resolution for the purchase of a vehicle from Classic Chevrolet that will be used in the support of the Duncanville Community & Economic Development Corporation (DCEDC) in an expenditure amount not to exceed $56,044.90

FUNDING SOURCE:

ORG and Object Number
12011000 and 700885 (Economic Development Administration and Motor Vehicles)

Available Budget	**Purchase Amount**	**After Encumber**
$100,000.00	$56,044.90	$43,955.10

ACTION ALTERNATIVES:
1. Approve the purchase of a vehicle
2. Do not approve the purchase of the vehicle
3. Other actions as directed by City Council

ATTACHMENTS:
Duncanville.RESO 2024-301
Exhibit A-Copy of Duncanville Quotation Summary Sheet - ED Department - Chevy Tahoe_
Exhibit B-Vehicle Purchase Authorization

RESOLUTION NO. 2024-301

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE BOARD OF DIRECTORS THE PURCHASE OF A VEHICLE FROM CLASSIC CHEVROLET THAT WILL BE USED IN SUPPORT OF THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC), AN EXPENDITURE IN THE AMOUNT NOT TO EXCEED $56,044.90; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Board of Directors has determined that the daily operations of the Duncanville Community & Economic Development Corporation (DCEDC) require the use of a motor vehicle; and

WHEREAS, an informal bid process was conducted and it was determined Classic Chevrolet is offering the best price in the amount $56,044.90; and

WHEREAS, the Board of Director has approved such expenditure and authorized the President to execute the necessary documents.

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

SECTION 1. That the City Council of the City of Duncanville hereby approves and authorizes the Board of Directors the purchase of a vehicle from Classic Chevrolet that will be used in support of the Duncanville Community and Economic Development Corporation (DCEDC) an expenditure in the amount not to exceed $56,044.90.

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 20th day of August 2024.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

Quotation Summary Worksheet

City of Duncanville, Texas
Procurement and Contracting

INSTRUCTIONS FOR COMPLETION:

1) Per City Policy, purchases between $3,000 and $25,000 require at least three (3) vendor quotes preferably from minority-women owned businesses (MWBE).
2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
3) If you have contacted a vendor, and the vendor does not respond in an adequte time period (5 days), then include the vendor's name and record that as a "no bid"
3) All awards should be made to the vendor whose proposal offers the "best value" to the City.
4) Awards based on "best value" may consider various factors, including but not limited to:
(a) Price / Total Cost of Ownership, (b) Product/Service Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet City's Needs,
(f) Client References, (g) Cooperative Contract, (h)Past Experience with City, and/or (i) any other relevant factor that ensures best value to the City.
5) Upon consideration of all factors, if all bids meet the City's needs, the award should be made to the lowest bidder, and most responsible.
6) Purchases in excess of $25,000 shall be emailed to Purchasing for evaluation assistance.
7) Only type in the yellow highlighted fields.

Informal Bids Tabulation Summary	Requistion #:			VENDOR #1		VENDOR #2		VENDOR #3		HUB #1		HUB #2	
	Vendor Name:			Capitol Chevrolet		Clay Cooley		Classic Chevrolet					
	Quoted By (Contact Name):			Shannon Belanger 512-820-6395		Edwin Zuniga 972-721-4300		John Housel 817-601-2443					
	Enter "X" for selected vendor			Stock# FRR309464		Stock# TBD		Stock# TBD					
PRODUCT/SERVICE DESCRIPTION	ITEM	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
**Chevy Tahoe LT/S 2024	1	1	ea	$60,410.00	$60,410.00	$56,740.00	$56,740.00	$56,044.90	$56,044.90		$0.00		$0.00
5.3 L V*	2		ea		$0.00		$0.00		$0.00		$0.00		$0.00
10 speed Transmission	3		ea		$0.00		$0.00		$0.00		$0.00		$0.00
3rd row seating	4		ea		$0.00		$0.00		$0.00		$0.00		$0.00
15/20 MPG City/Hwy	5		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	6		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	7		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	8		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	9		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	10		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	11		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	12		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	13		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	14		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	15		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	16		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	17		ea		$0.00		$0.00		$0.00		$0.00		$0.00
* DISCLOSURE NOTICE: By signing below, I hereby certify that all quotes recorded include all the firms that have been contacted for bids and their replies are reflected accurately on this form.			SUBTOTAL		$60,410.00		$56,740.00		$56,044.90		$0.00		$0.00
			SHIPPING COST										
			TOTALS		$60,410.00		$56,740.00		$56,044.90		$0.00		$0.00
	PAYMENT TERMS												
	F.O.B. SHIPPING TERMS												
	DELIVERY DATE												

All awards should be made based on"Best Value" to the City. Please write a short summary below of why the vendor chosen is the best value if it is not the lowest bid.

_____

_____

_____

_____

*** Name of Person Completing this Form:** _____ *** Signature:** _____

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES OR OTHER DOUCMENTATION MUST BE ATTACHED TO THE PURCHASE REQUISITION.

Form version 7.18.2023

Exhibit "B"

From: Victor Barrera
To: Jeremiah Brewer
Subject: FW: Department Vehicle
Date: Thursday, August 1, 2024 8:27:44 AM
Attachments: image001.png

Jeremiah,

This is confirming the DCEDC approved the purchase.

Victor

From: Govan, Kenneth <Kenneth.Govan@oncor.com>
Sent: Friday, July 19, 2024 10:54 AM
To: Victor Barrera <victor.barrera@duncanvilletx.gov>
Subject: Re: Department Vehicle

Yes the Board unanismously approve the purchase of a CEDC vehicle at the last Board meeting.

Kenneth Govan

Sent from my iPhone

> On Jul 18, 2024, at 6:10 PM, Victor Barrera <victor.barrera@duncanvilletx.gov> wrote:
>
> **WARNING:** This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.
>
> Hello Mr. Govan,
>
> Thank you for stopping by earlier today to sign the closing documents for the purchase of 200 Center Street. I appreciate our conversation about some of the proposed changes to the presentation of the grant applications. I am looking forward to discussing my thoughts with the board.
>
> On a separate matter, the department's purchase of a vehicle was discussed at a recent meeting. Additionally, my understanding is that DCEDC was in support of the purchase. I am moving forward with the purchase, and as part of the procurement process, I have gotten three quotes for a Chevrolet Tahoe (see

attached quote breakdown). My next step is to get the City Council's approval. We currently have $100,000 in the budget to purchase a vehicle for the department. I want to obtain the vehicle as soon as possible as we are getting close to the end of the fiscal year, and we need to spend the allocated money. As you can see, we do not intend to spend the entire budget. When you get a chance, can you please confirm DCEDC's approval of the purchase? Thank you for your assistance with this matter.

Have a good evening!

Best regards,

Victor M. Barrera
Economic Development Director

<image001.png>
203 E. Wheatland Road
Duncanville, TX 75116
Phone: 972-780-4997
www.duncanvilletx.gov

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

<Copy of Duncanville Quotation Summary Sheet - ED Department - Chevy Tahoe .html>
<Copy of Duncanville Quotation Summary Sheet - ED Department - Chevy Tahoe .xlsx_safe.pdf>

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STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Cedar Park Shopping Center, LTD., in an amount not to exceed $20,000.00 for a building located at 207-331 South Cedar Ridge Drive, Duncanville, Texas, 75116.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barrera, Economic Development, Director
LoLecia Day, Economic Development, Assistant Director
Jeremiah Brewer, Economic Development Coordinator

BACKGROUND/HISTORY:
The Cedar Park Shopping Center has been owned by the applicant, the Weitzman Group, since the 1970s. The applicant is seeking incentive grant assistance to make exterior upgrades and maximize the physical accessibility of the shopping center. The applicant requested $83,179.17 for façade and architectural improvement grants for roof replacement, and $93,806.25 in incentive grants for ADA-related improvements. These ADA related improvements include the demolition of non-ADA compliant features and replacing them with ADA-compliant curb ramps, stairs, slopes, railings, and other upgrades to to bring the Cedar Park Shopping Center up to ADA-compliance standards. At the June 3, 2024, DCEDC Board Meeting, the Board voted to approve an incentive grant in an amount not to exceed $20,000 for ADA-related improvements to the shopping center. The incentive grant requires final approval from City Council.

The Cedar Park Shopping Center sits at one of the City's major thoroughfares, anchored by national retailers, ALDI, and Dollar Tree. The Cedar Park Shopping Center currently has an occupancy rate of 90%. At the November 20, 2023, DCEDC Board Meeting, an application by the Weitzman Group was approved in an amount of $20,000 for architecture assistance (site improvement plans) related to proposed redevelopment of the Cedar Park Shopping Center. The application has been withdrawn by the applicant.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

Grant amounts approved by the DCEDC include:

* ADA-related improvement grant

Total: $20,000.00

POLICY EXPLANATION:

The application by Cedar Park Shopping Center, LTD. was approved by the DCEDC on June 3, 2024, for incentive grants totaling $20,000.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	**Purchase Amount**	**After Encumber**
$2,262,000.00	$20,000.00	$2,242,000

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-283 - DCEDC Grant - Cedar Park Shopping Center, LTD. -- 207-331 S Cedar Ridge Drive - Pdf
Exhibit A-Cedar Park Shopping Center Incentive Application (ADA only)
Exhibit B-Cedar Park Shopping Center Development Agreement
Exhibit C-DCEDC Incentive Application Withdrawl Letter and Application

RESOLUTION NO. 2024-283

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO CEDAR PARK SHOPPING CENTER, LTD., IN AN AMOUNT THAT SHALL NOT EXCEED $20,000.00 FOR A BUILDING LOCATED AT 207-331 SOUTH CEDAR RIDGE DRIVE, DUNCANVILLE, TEXAS 75116; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Cedar Park Shopping Center, LTD. occupies the building located at 207-331 S. Cedar Ridge, Duncanville, Texas, 75116; and

WHEREAS, Cedar Park Shopping Center, LTD. intends to make ADA-related infrastructure improvements to maximize the physical accessibility from the designated accessible parking spaces to tenant entrances that serve the single-story, multi-tenant commercial (retail/restaurant/professional buildings) described as Cedar Park Shopping Center. These improvements will include the demolition of non-ADA compliant features of the current parking spaces and tenant entrances replacing them with the ADA compliant curb ramps, stairs, slopes, railings, and other upgrades to bring the Cedar Park Shopping Center up to ADA-compliance standards; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed twenty thousand dollars and zero cents ($20,000.00); and

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 the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to Cedar Park Shopping Center, LTD. for reimbursement of ADA-related infrastructure improvements to maximize the physical accessibility from the designated accessible parking spaces to tenant entrances that serve the single-story, multi-tenant commercial (retail/restaurant/professional buildings) described as Cedar Park Shopping Center. These improvements will include the demolition of non-ADA compliant features of the current parking spaces and tenant entrances replacing them with the ADA compliant curb ramps, stairs, slopes, railings,

and other upgrades to bring the Cedar Park Shopping Center up to ADA-compliance standards in an amount not to exceed twenty thousand dollars and zero cents ($20,000.00), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of August, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

weitzman®

Alan Grayson
Vice President
O: 214.720.6627
F: 214.953.0860
agrayson@weitzmangroup.com
weitzmangroup.com

May 14, 2024

Re: DCEDC incentive for Cedar Park Shopping Center

To Whom it May Concern:

Attached is the DCEDC Application for consideration of incentives as it relates to the ADA compliance work and roof replacement at Cedar Park Shopping Center. Please find the following attached for review:

- Completed application
- Site Plan
- Property legal description
- 2 quotes for the ADA compliance work with pictures attached
- 4 Roof quotes to replace roof from suites 201-259. (Sun Commercial is the owner's choice of vendor; they also replaced the roof from Suite 303-331 in 2022). Pictures attached.

Work description:
Roof replacement - The roof is to be replaced from suites 201-259. Prior work in 2022 replaced the roof from Suite 303-331. Cost to owner estimated $83,179.17.

ADA common area compliance - maximize the physical accessibility from the designated accessible parking spaces to tenant entrances that serve the shopping center. Cost to owner estimated $93,806.25.

Total cost for both projects estimated to be $181,976.17. The ownership group kindly requests contribution to the improvements being made at the property via the DCEDC Economic Development Grants.

Please let me know if you have any questions or require any additional information to move forward with review of this request.

Cedar Park Shopping Center LTD,
a Texas limited partnership
By: Weitzman Management Corporation
Its Agent

Alan Grayson
Vice President

Incentives & Grants Assistance Application

EXHIBIT "A"

Property Owner Cedar Park Shopping Center, LTD, a Texas Limited partnership
Mailing Address 3102 Maple Ave STE 500
City Dallas State & Zip Texas
Phone 2147206627 Fax _____ Email agrayson@weitzmangroup.com

Project Representative Alan Grayson
Mailing Address 3102 Maple Ave STE 500
City Dallas State & Zip Texas
Phone 2147206627

Business Name Cedar Park Shopping Center, LTD, a Texas Limited partnership
Property Address _____
Will You Lease or Own the Property? Own Legal Incorporation (Sole Proprietor, LLC, etc) Limited Partnership
Type of Business Retail Shopping Center Years in Business Built 1978
Business Plan and Portfolio Available? _____ (If yes, please attach)

Project Description

ADA - Corrective measures to maximize the physical accessiblity from the designated parking spaces to tenant entrances to address current ADA guidelines. Project to start at Monarch Dental and continue to T-Mobile. ROOF - roof replacement from Suites 259 - 201 (roof replacement of suites 331-303 was completed in 2022).

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

51,621 square feet of building gross leasable area. Projects to start ASAP.

Fiscal Impact / Financial Background

Current Real Property Value $ 2,518,270 (2023 tax valuation)
Estimated Property Investment (if applicable) $_____
Current Sales / Gross Receipts / Revenue Generated $ 755,181 (of the tenants that reported sales)
Additional Revenue to be Generated from Business Expansion (if applicable) $ Center is currently 92.15% occupied. 4 leases up for renewal in 2024. Continue to upgrade tenancy where applicable and push rental rates
Sales Growth Expectations: Year One _____ Year Two _____ Year Three _____
Projected Total Annual Operating Budget of this Facility $ 482,147 net expenses 2024 budget
Business Liabilities $_____
What infrastructure construction would be required? _____

Interior Investments $_____ Exterior Investments $_____

Are you entering into a Loan? Funding from existing loan. If yes, please answer the following:
Loan Amount $ _____
Down Payment $ _____
Construction Price of Improvements or Buildings $ na
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact

Total Number of Jobs na 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_____

EXHIBIT "A"

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "A"

☐ Landscape Grant

Amount Requested $ _____

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☐ Signage Grant

Amount Requested $ _____

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 $ $83,179.17

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ Pavement Grant

Amount Requested $ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ Demo, Redevelopment, Reuse Grant

Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "A"

☐ **Infrastructure Grant** Amount Requested $ $93,806.25

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive**_____ Amount Requested $ _____

Total Grant Amount Requested $ $181,976.17

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter 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 ALAN GRAYSON **Date** 5/14/24

Signature _____

Vice President - Asset Management.

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

EXHIBIT "A"

Exhibit "A"

BEING ALL THAT CERTAIN LOT TRACT OR PARCEL OF LAND SITUATED IN THE R.F. HALE SURVEY, ABSTRACT NO. 615, CITY OF DUNCANVILLE, DAILAS COUNTY, TEXAS, AND BEING A PORTION OF LOT 1 OF BLOCK "H" OF CEDAR RIDGE ADDITION, AN ADDITION TO THE CITY OF DUNCANVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 72211 AT PAGE 173 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND REVISED IN VOLUME 73068 AT PAGE 73 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND ALSO BEING THE PROPERTY DESCRIBED IN DEED TO CEDAR PARK SHOPPING CENTER AS RECORDED IN CORRECTION WARRANTY DEED IN VOLUME 20005251 AT PAGE 98 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND ALSO BEING THE PROPERTY DESCRIBED IN DEED TO CEDAR RIDGE & WHEATLAND JV, AS RECORDED IN VOLUME 97067, PAGE 538 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X" FOUND IN CONCRETE LOCATED AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO SSP SUNWEST PORTFOLIO, LLC, AS RECORDED UNDER INSTRUMENT NO. 201900224939 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT BEING THE SOUTHEAST CORNER OF SAID CEDAR PARK SHOPPING CENTER TRACT, SAID POINT ALSO BEING IN THE WEST LINE OF CEDAR RIDGE DRIVE (100' RIGHT-OF-WAY), SAID POINT BEARING SOUTH 04° 01' 00" EAST AT A DISTANCE OF 308.60 FEET (RECORD) FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WHEATLAND ROAD (100' RIGHT-OF-WAY) AND THE WEST RIGHT-OF-WAY LINE OF SAID CEDAR RIDGE DRIVE;

THENCE SOUTH 85° 59' 00" WEST (BASIS OF BEARINGS PER DEED RECORDED IN VOLUME 2000251 AT PAGE 2988 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS) AND DEPARTING SAID CEDAR RIDGE DRIVE AND FOLLOWING ALONG THE COMMON LINE OF SAID SSP SUNWEST PORTFOLIO, LLC TRACT AND SAID CEDAR PARK SHOPPING CENTER TRACT, AND PASSING AT A DISTANCE OF 417.00 FEET THE NORTHWEST CORNER OF SAID SSP SUNWEST PORTFOLIO, LLC TRACT, COMMON TO THE SOUTH LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT, COMMON TO THE NORTHEAST CORNER OF A CALLED 0.3858 ACRE TRACT OF LAND DESCRIBED IN DEED TO HALL PROPERTIES COMPANY, LLC, AS RECORDED UNDER INSTRUMENT NUMBER 20230094034 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS; AND CONTINUING ALONG THE SOUTH LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT, COMMON TO THE NORTH LINE OF SAID HALL PROPERTIES COMPANY, LLC TRACT FOR A TOTAL DISTANCE OF 451.54 FEET TO A 5/8" IRON ROD SET FOR THE COMMON CORNER OF LOT 1B OF BLOCK "H" OF THE REPLAT OF CEDAR RIDGE ADDITION, AN ADDITION TO THE CITY OF DUNCANVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 87104 AT PAGE 6311 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS;

EXHIBIT "A"

THENCE NORTH 25° 59' 00" EAST AND DEPARTING SAID SSP SUNWEST PORTFOLIO, LLC TRACT, PASSING THE NORTHEAST CORNER OF SAID LOT 1B, COMMON TO THE SOUTHEAST CORNER OF LOT 1A OF BLOCK "H" OF SAID REPLAT OF CEDAR RIDGE ADDITION, RECORDED IN VOLUME 87104 AT PAGE 6311 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS AND CONTINUING ALONG FOR A TOTAL DISTANCE OF 69.09 FEET TO AN "X" SET IN CONCRETE FOR CORNER IN THE WEST LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT, COMMON TO THE EAST LINE OF SAID LOT 1A;

THENCE NORTH 04° 01' 00" WEST AND FOLLOWING ALONG THE COMMON LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT AND SAID LOT 1A FOR A DISTANCE OF 232.71 FEET TO A 5/8" IRON ROD SET FOR THE NORTHEAST CORNER OF SAID LOT 1A;

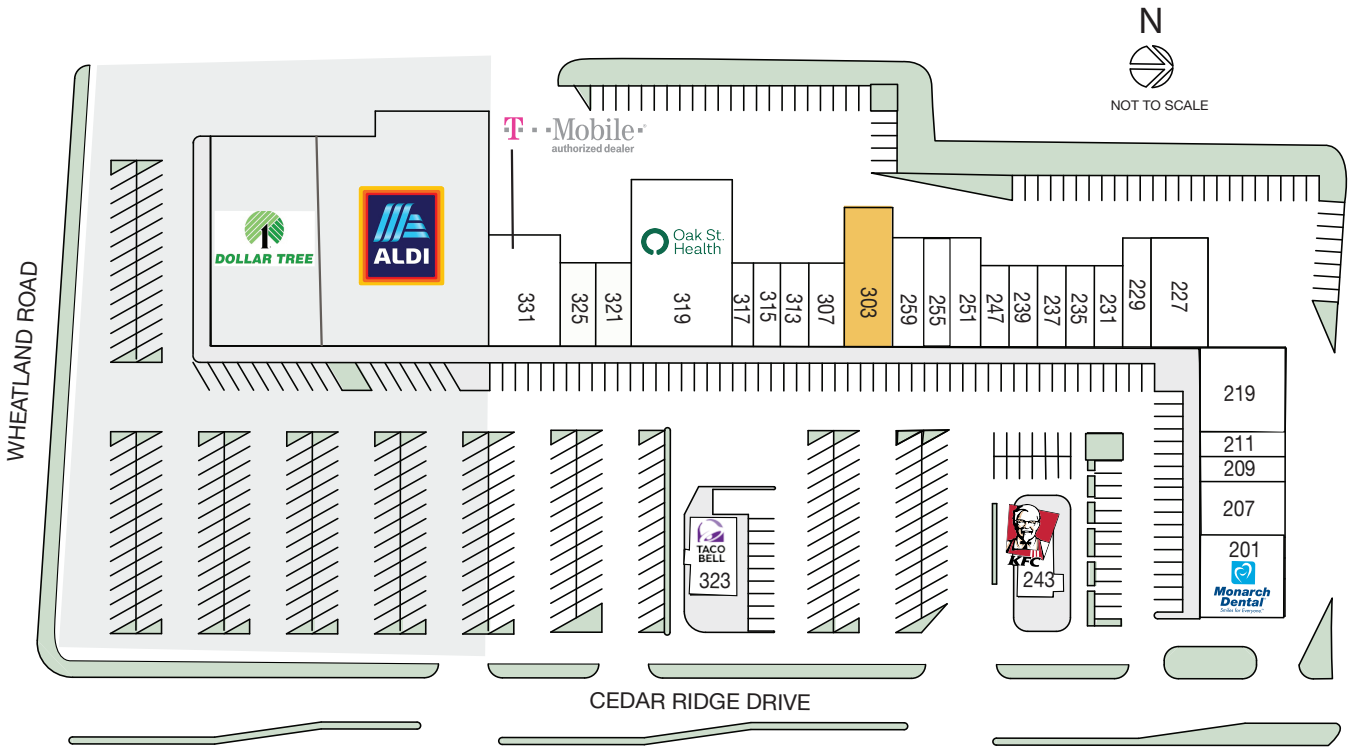
THENCE SOUTH 85° 59' 00" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT AND SAID LOT 1A FOR A DISTANCE OF 1.61 FEET TO A 5/8" IRON ROD SET FOR THE SOUTHEAST CORNER OF BLOCK "G", COMMON TO A CORNER OF BLOCK "H" OF SAID CEDAR RIDGE ADDITION OF RECORD IN VOLUME 72211 AT PAGE 173, OF THE DALLAS COUNTY MAP RECORDS;

THENCE NORTH 00° 19' 00" WEST AND DEPARTING SAID LOT 1A AND FOLLOWING ALONG THE EAST LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT FOR A DISTANCE OF 315.00 FEET TO A 5/8" IRON ROD SET FOR THE NORTHEAST CORNER OF SAID BLOCK "G", COMMON TO THE NORTHWEST CORNER OF SAID BLOCK "H";

THENCE NORTH 89° 43' 21" EAST AND DEPARTING SAID BLOCK "G", AND FOLLOWING ALONG THE NORTH LINE OF SAID BLOCK "H", PASSING A 5/8" IRON ROD SET FOR THE NORTHWEST CORNER OF A 0.181 ACRE TRACT OF LAND DESCRIBED IN DEED TO CEDAR RIDGE AND WHEATLAND JV AS RECORDED IN VOLUME 97067 AT PAGE 538 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID BLOCK "H" FOR A TOTAL DISTANCE OF 399.15 FEET TO THE NORTHEAST CORNER OF SAID BLOCK "H", COMMON TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK "B" OF GREEN EARTH REALTY ADDITION, AD RECORDED UNDER INSTRUMENT NUMBER 201700221258 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF AFORESAID CEDAR RIDGE DRIVE;

THENCE SOUTH 04° 00' 54" EAST (SOUTH 04° 01' 00" EAST PER DEED) AND FOLLOWING ALONG THE COMMON LINE OF SAID BLOCK "H" AND SAID CEDAR RIDGE DRIVE FOR A DISTANCE OF 580.86 FEET TO THE PLACE OR POINT OF BEGINNING AND CONTAINING 5.6528 ACRES OF LAND, MORE OR LESS.

CEDAR PARK SHOPPING CENTER | EXHIBIT "A" 207-331 S CEDAR RIDGE DR, DUNCANVILLE, TX 75116



Available Space	
303	4,053 sf

Current Tenants

307	Best Donuts	1,047 sf
313	Travel Agents of Duncanville	1,020 sf
315	Truly Jazzy Boutique	1,020 sf
317	Anna Tailor Shop	840 sf
319	Oak Street Health	8,400 sf
331	T-Mobile Limited	4,000 sf
325	Papa John's	1,348 sf
321	Gone Postal	1,652 sf
201	Monarch Dental	3,400 sf
207	Onin Staffing	2,030 sf
209	Krystal Cleaners	624 sf
211	KMS Glam Studio	1,200 sf
219	Journey Dance Center	3,920 sf
227	Lavishing Lashes	3,260 sf
229	Melonie Ann's Boutique	1,400 sf
231	Amy's African Hair Braiding	960 sf
235	Seasons Nails	990 sf
237	Appliance Outlet	1,020 sf
239	Gentleman Culture	1,200 sf
243	Kentucky Fried Chicken	1,557 sf
247	Fragrance Depot	1,800 sf
251	JZ Embroidery	1,920 sf
255	The Joint	1,455 sf
259	Good Hair Day Salon	1,500 sf

The information was obtained from sources deemed reliable; however, Weitzman has not verified it and makes no guarantees, warranties or representations as to the completeness or accuracy thereof. The presentation of this real estate information is subject to errors; omissions; change of price; prior sale or lease, or withdrawal without notice. You and your advisors should conduct a careful independent investigation of the property to determine if it is suitable for your intended purpose.

weitzman®

EXHIBIT "A"

ZIEGLER CONSTRUCTION, INC.

"Excellence By Experience"
P.O. Box 1850, Euless, TX, 76039
(817)267-5500(o) (817)267-5501(f)

Proposal and Contract

TO: Weitzman Group
3102 Maple Avenue, Suite 500
Dallas, Texas 75201
ATTN: George Foiles

DATE: February 1, 2024
TELE: 817/798-1986
EMAIL: geofoiles@gmail.com

ZIEGLER CONSTRUCTION, INC. hereinafter called the Company, offers to furnish all labor, equipment and materials necessary to complete the following described work and/or improvements at the following location:
Cedar Park Shopping Center, 207-6331 S. Cedar Ridge, Duncanville, Texas

Item 1: ADA Compliance.
Saw cut and demo, as necessary, to construct ADA upgrade per attached scope by George Foiles P.E. and per ADA specifications.

Sub Total:	*$86,657.00*
State and Local Sales Tax:	*$ 7,149.70*
Total:	*$93,806.25*

NOTE: *Permits, inspections and/or lab fees, if required, at additional cost.*

Payment to be made: Net 10 days.
This proposal is valid for five (5) days. Above work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above involving extra costs will be executed only upon written change order and will become an extra charge over and above the contract amount.

RESPECTFULLY SUBMITTED: Graham Shaw
Graham Shaw

ACCEPTANCE: If the foregoing meets with your acceptance, please sign and return a copy. Upon acceptance it is understood that the foregoing, including the terms and conditions attached hereto will constitute a full and complete agreement between us.

*Accepted:*_____ *Date:*_____

EXHIBIT "A"

ZIEGLER CONSTRUCTION, INC.

Terms and Conditions.

1. ***Any deviation or modifications from the specifications of this contract and/or incidental work requested shall be set forth in writing and signed by both parties prior to completion.***
2. ***Company will carry Workmen's Compensation and Accident Insurance covering our employees and Public Liability and Property Damage Insurance covering our Customers.***
3. ***This proposal expires five (5) days from the date of proposal but may be accepted at any later date at the sole option of the Company.***
4. ***Company shall not be responsible for any damage to or deterioration of any of our work, whether completed or in progress, resulting from any causes beyond our control.***
5. ***Company is not liable for and shall be held harmless for any damage to utilities, irrigation systems or any other items buried less than twelve inches (12") under the surface or located within the prescribed working depth of this contract.***
6. ***Company is not responsible for removing vehicles from work areas. Company will give Customer advance notice and vehicles shall be moved at Customer's expense.***
7. ***Duration of warranty will be in effect, as specified on contract, and remain in effect for that period under normal use excluding unusual abuse or neglect, or resulting from any causes beyond our control.***
8. ***Company is not responsible for ponding on grades of less than .75% slope.***
9. ***All saw cutting and concrete removals are based on standard six inch (6") penetration.***
10. ***In most instances, construction permits by municipalities are not required and therefore are not included as a part of this proposal.***
11. ***Terms of Payment. Final and complete payment for all work performed under this contract shall be made within ten (10) business days of completion, and/or receipt of invoice or as otherwise stated on the contract. Interest at the rate of eighteen percent (18%) per annum shall be charged to your account and paid to Company on any and all unpaid balances from the due date to the date of receipt of payment. Reasonable Attorney's fees and cost of collection shall also be charged you and paid to Company if incurred by us.***

EXHIBIT "A"

GEORGE R. FOILES, P.E.

T.B.P.E FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

January 16, 2024

Cedar Park Shopping Center – ADA Upgrade
Bid Invitation

Bid Due Date: ***February 2, 2023***

Email Bid Submittal to:

George R. Foiles, P.E., Inc c/o (via geofoiles@gmail.com)
Weitzman Group
Attention: Sandi Scott
3102 Maple Ave., Suite 500
Dallas, TX 75201

Project Location:

Cedar Park Shopping Center
NWC Wheatland Rd. & Cedar Ridge Dr.
207-331 S Cedar Ridge Dr.
Duncanville, Texas 75116

Project Description:

This project provides a recommended, feasible corrective scope of work to maximize the physical accessibility from the designated accessible parking spaces to tenant entrances that serve the single-story, multi-tenant commercial (retail/restaurant/professional) buildings described as Cedar Park shopping center. Please see attached site plan for reference.

The public accessible route was inspected regarding to the Department of Justice published 2010 ADA Accessible Guidelines. The 2010 ADAAG set minimum requirements for newly designed and constructed or altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

Cedar Park Shopping Center (from T Mobile to Monarch Dental)

Existing parking count – 167 spaces, not counting 20 attributed to KFC and 20 attributed to Taco Bell)
(7) each accessible parking spaces required per 2010 ADAAG 208.2
(8 each + 2 each shared with KFC) accessible parking spaces provided

Bid Proposal Requirements (for correction of ADAAG Violations):

Bid Proposal: Contractor shall provide a detailed, line item bid that corresponds to the attached scope of work documents. Please provide your bid on a company letterhead document with any additional bid clarifications.

General Scope of Work:

Description - Provide all necessary labor, insurance, equipment, materials to provide the pedestrian accessible upgrade project as detailed in the attached scope of work.

Requirements:

1. Bidders shall visit the project site and shall fully inform themselves regarding the facilities. No additional compensation will be allowed for work or material omitted from bidder contract proposal due to failure to be so informed by such investigation.

2. All work shall be guaranteed for a minimum of one (1) year from the time of acceptance of premises by Owner and warranty terms for all subcontractor trades.

3. Contractor will be required to provide certificates of insurance acceptable to the Landlord, prior to the commencement of the work.

4. No City permit is required since this work is considered Landlord maintenance.

5. No pavement or sidewalk demolition will be allowed during tenant store operations.

6. Contractor's work shall not impact ongoing tenant store operations. Provide safety barricades to protect and route pedestrian and vehicle traffic away from work areas. The Contractor shall leave each work area in a safe condition at the end of the work day, adequately protecting any open areas with barricades and/or caution tape.

7. All work shall conform to all applicable statutes, ordinances, regulations, codes and requirements of any governing authority having jurisdiction over the work. Contractor shall supervise and direct the work and adhere to requirements mandated by the City's Fire Department and Owner's representative. Contractor shall provide safety barricades to protect vehicle and pedestrian traffic around construction areas.

EXHIBIT "A"

8. Contractor shall maintain the construction area in a clean and orderly condition during construction. All unused construction materials, equipment and debris shall be promptly removed from the site each day. Contractor will not use shopping center dumpsters. Coordinate placement of any construction dumpsters with the Owner's representative.

9. Contractor will be required to conduct a pre-construction meeting with Weitzman representative.

CEDAR PARK - WEITZMAN
SITE PLAN – (Numbered "O" represents general upgrade areas)

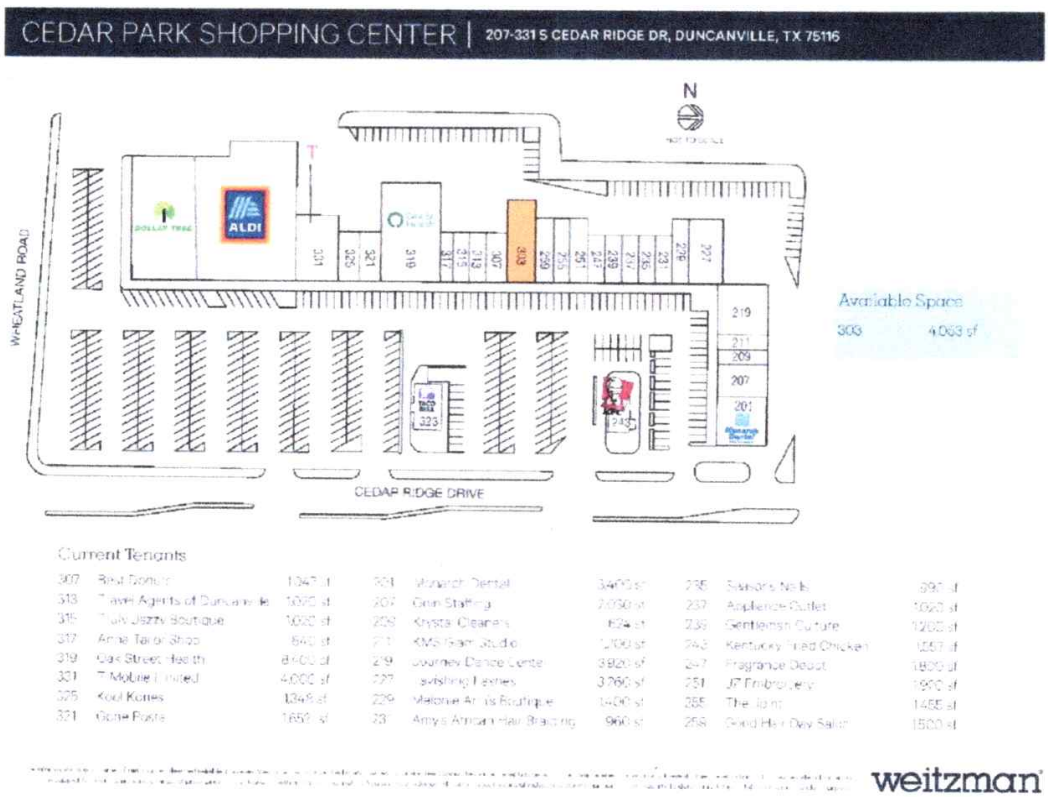


EXHIBIT "A"

Accessible Element #1 (Kool Kones – Suite #325 – H/C parking)

Existing Site Assessment / Violations:

(1) The access aisle pavement has been elevated to sidewalk level at the curb line to create a flush transition. Unfortunately, that creates an elevation difference at the adjoining H/C parking spaces and a possible tripping hazard. Both existing H/C parking spaces have slopes (along each side of the raised access aisle) that exceeds the maximum allowed per 2010 ADAAG chapter 502.4 which stipulates changes in level are not permitted. Slopes not steeper than 2.08% shall be permitted in all directions. In addition, the north H/C parking space has slopes over 5%.

(2) The existing accessible signage has been mounted so that the bottom of the sign is only 54" AFF, whereas Chapter 4.6.4 stipulates a minimum of 60" AFF.

ADA Upgrade / Correction:

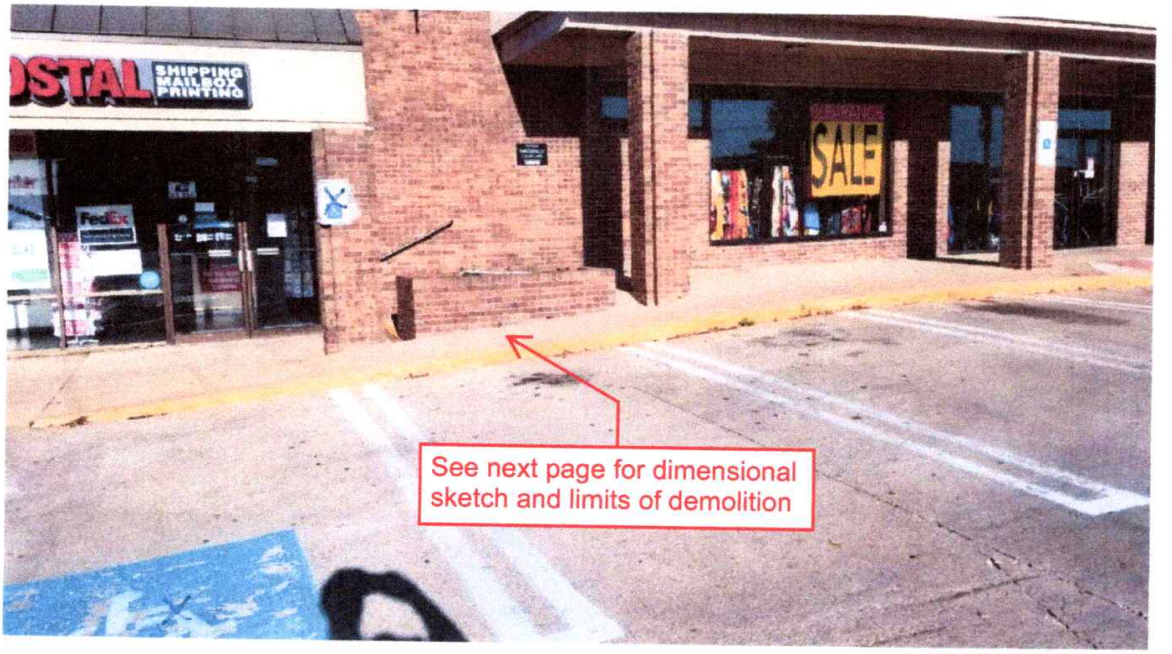
(3) ***Include Element #1 in base bid:*** Abandon both H/C parking spaces by removing H/C stencils, access aisle striping and identification signs. Demolish a portion of the existing access aisle (approximately 13' wide x 12' deep) that has non-compliant slopes and reinstall with compliant slopes for new H/C space. Review limits of demolition with George Foiles prior commencement. Use caution, the existing water line appears to run under the existing access aisle.

(4) ***Include Element #1 in base bid:*** Provide new H/C stencil, access aisle striping (with 'NO PARKING' stencil), post/sign per the above marked up photo sketch to provide (1) H/C space and adjoining van accessible access aisle.

(5) ***Include Element #1 in base bid:*** Provide (1) new compliant standard curb ramp. Since the curb height at this location is under 6" high, please reduce length of curb ramp to achieve a 7.5% running slope. I'm estimating that the length of the curb ramp will be 4'.

EXHIBIT "A"

Accessible Element #2: Accessible route between Suite #321 & Suite #319 (ramp & railing)



Existing Site Assessment / Violations:

(1) The existing accessible route around the existing stairs has running slopes measured from 5.5% up to 11% and cross-slopes measured from 1% up to 3.4%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2% cross-slope.

(2) In addition, the width of the existing route ranges between 5' and 4' depending on the existing soffit column placement. These widths are compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width.

(3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

(4) ***Include Element #2 in base bid:*** Demolish the existing sidewalk as detailed on the attached dimension sketch but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes for ramp and landing.

(5) ***Include Element #2 in base bid:*** Demolition existing stair railing. Provide new accessible railing on both sides of new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.

(6) ***Include Element #2 in base bid:*** Provide (4) wheel stops to protect ramp railing.

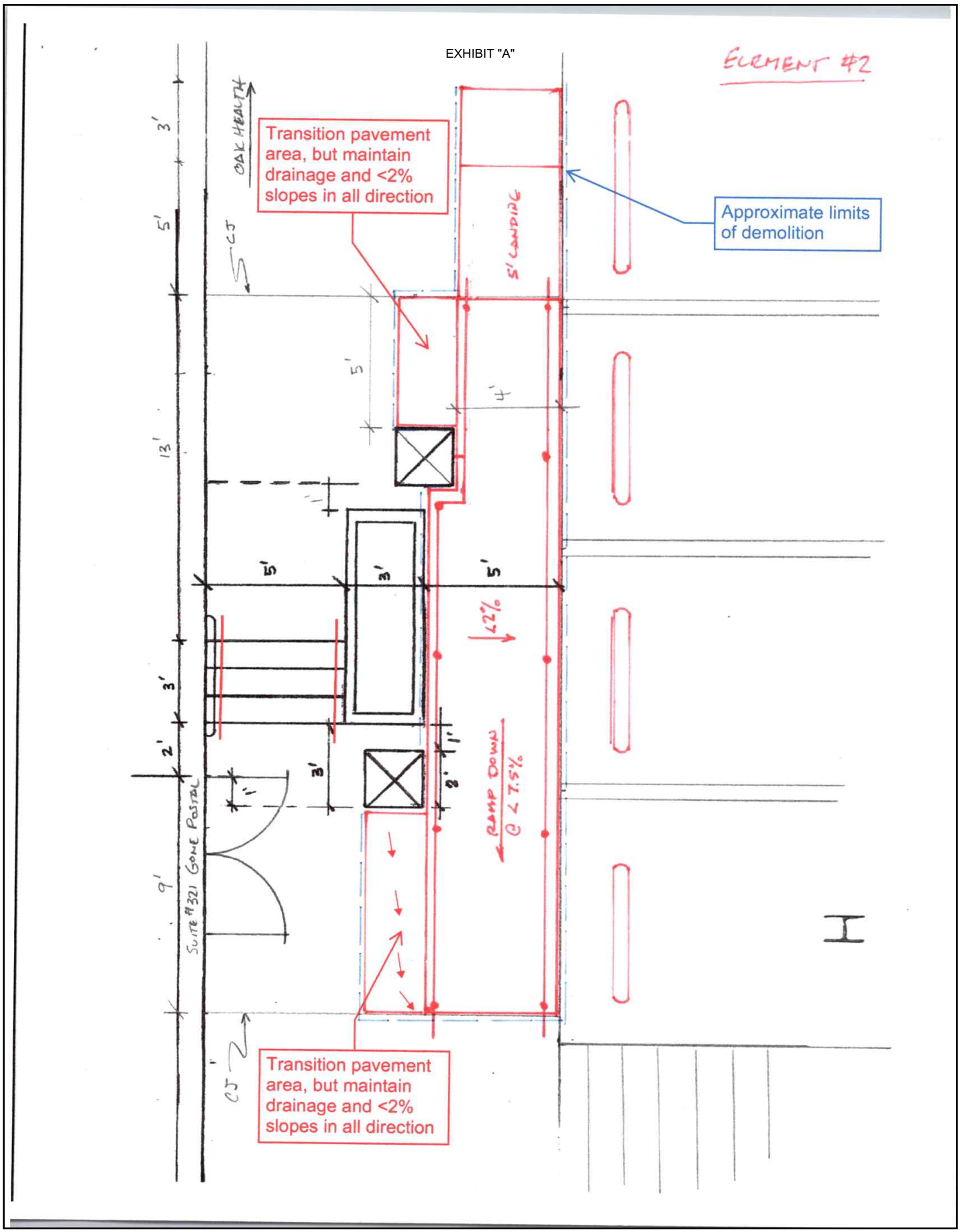


EXHIBIT "A"
ELEMENT #2
Transition pavement area, but maintain drainage and <2% slopes in all direction
Approximate limits of demolition
OAK HEIGHTS
5' LANDING
SUITE #321 GONE POSTAL
RAMP DOWN @ < 7.5%
42%
Transition pavement area, but maintain drainage and <2% slopes in all direction

EXHIBIT "A"

Accessible Element #3A: Oak Health – Suite #319 (Curb Ramp)

Existing Site Assessment / Violations:

(1) The existing curb ramp has a measured running slope of approximately 12.2%; whereas Chapter 405 stipulates a maximum of 8.33%.

ADA Upgrade / Correction:

(2) ***Include Element #3A in base bid:*** Demolish the existing curb ramp and provide new 'lengthen' curb ramp to achieve compliant slope of less than 8.33%. Start of new ramp will be 5' from edge of storefront. Review limits with George Foiles prior to commencement. See attached sketch for reference.

EXHIBIT "A"

Accessible Element #3B: Oak Health – Suite #319 (H/C parking)

Existing Site Assessment / Violations:

(1) A portion of the south H/C parking space has slopes measured at 3.4%, whereas, it appears that the existing access aisle and north H/C parking space have slopes at a maximum of 2.6% (<0.52% of the required maximum of 2.08%).

(2) The existing accessible signage has been mounted so that the bottom of the sign is only 54" AFF, whereas Chapter 4.6.4 stipulates a minimum of 60" AFF.

ADA Upgrade / Correction:

(3) ***Option at Element #3B (Do not include in base bid:*** Demolish a portion of the existing concrete pavement (8'x23") as shown on the above photo sketch and replace with compliant slopes (<2% in all directions). Review limits of demolition prior to commencement. Provide new stencils, access aisle striping (with 'NO PARKING' stencil) and raise signs so that the bottom of the sign is 60" above the sidewalk elevation.

EXHIBIT "A"

Accessible Element #4: Accessible route between Suite #319 & Suite #317 (ramp & railing)

Existing Site Assessment / Violations:

(1) The existing accessible route around the existing stairs has running slopes measured from 3.4% up to 9.8% and cross-slopes measured from 1% up to 3.0%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2% cross-slope.

(2) In addition, the width of the existing route ranges between 5' and 4' depending on the existing soffit column placement. These widths are compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width.

(3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

(4) ***Include Element #4 in base bid:*** Demolish the existing sidewalk as detailed on the attached dimension sketch but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes.

(5) ***Include Element #4 in base bid:*** Demolition existing stair railing. Provide new accessible railing at new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.

(6) ***Include Element #4 in base bid:*** Provide ~~(3)~~ 4 wheel stops to protect ramp railing.

EXHIBIT "A"

Accessible Element #6: Accessible route between Suite #307 & Suite #303 (ramp & railing)

Existing Site Assessment / Violations:

(1) The existing accessible route around the existing stairs has running slopes measured from 3.4% up to 9.8% and cross-slopes measured from 1% up to 3.0%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2.08% cross-slope.

(2) In addition, the width of the existing route ranges between 5' and 4' depending on the existing soffit column placement. These widths are compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width.

(3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

(4) ***Include Element #6 in base bid:*** Demolish the existing sidewalk as detailed on the attached dimension sketch but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes.

(5) ***Include Element #6 in base bid:*** Demolition existing stair railing. Provide new accessible railing at new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.

(6) ***Include Element #6 in base bid:*** Provide (3) wheel stops to protect ramp railing.

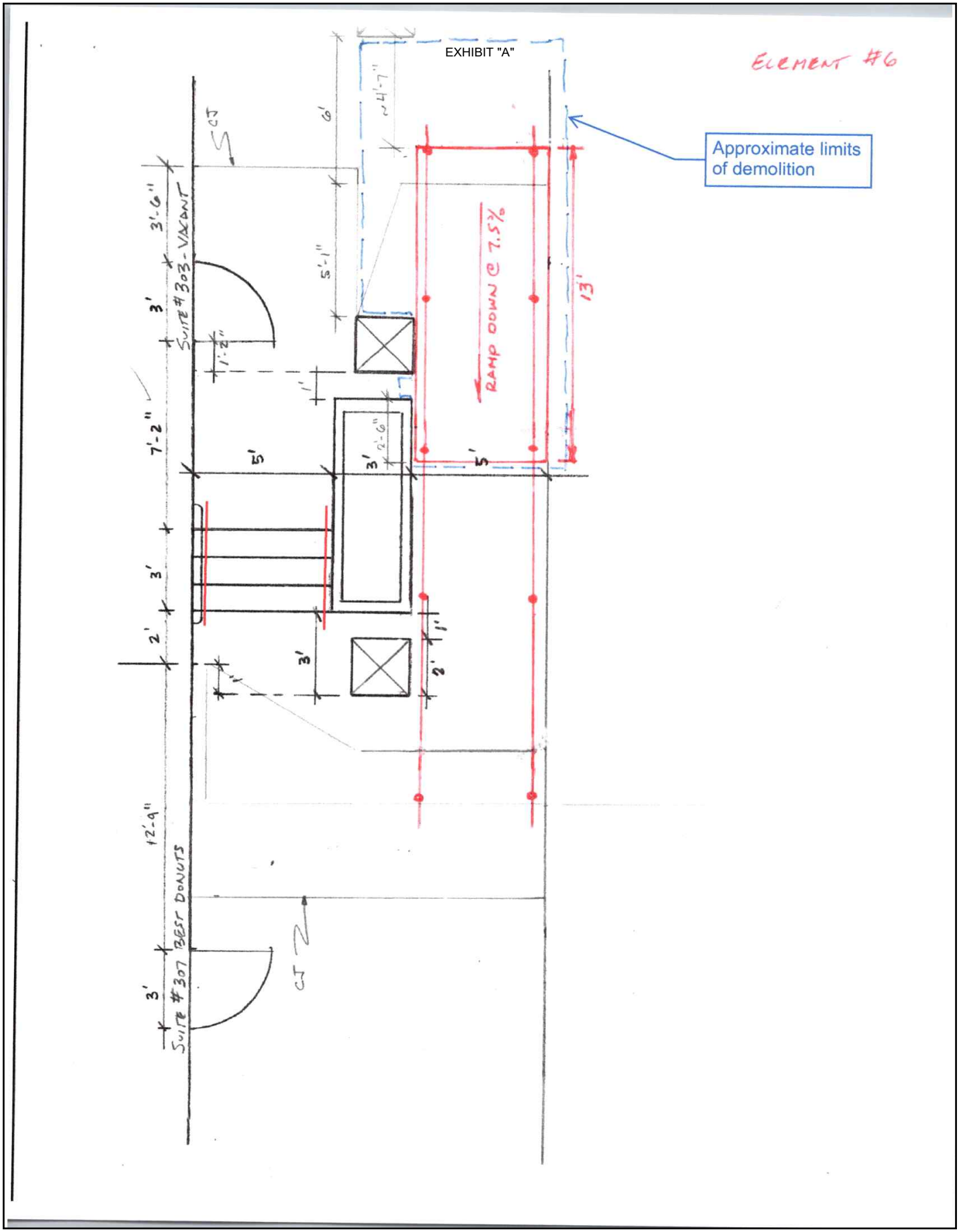


EXHIBIT "A"
ELEMENT #6
Approximate limits of demolition
RAMP DOWN @ 7.5%
SUITE #303 - VACANT
SUITE #307 BEST DONUTS
CT
CT
6'
4'-7"
5'-1"
13'
3'-6"
3'
1'-2"
1'
7'-2"
5'
3'
2'-6"
5'
3'
2'
1'
3'
1'
2'
12'-9"
3'

EXHIBIT "A"

Accessible Element #7: GoodHairDay Salon – Suite #259 (H/C parking)

Existing Site Assessment / Violations:

(1) The existing standard head-in parking spaces have compliant slopes. Since we are recommending eliminating existing (1) each of the (2) H/C spaces at Suite #321, #319 and #307; placing a new H/C parking space at Suite #259 would help meet the required number of accessible parking and improve the overall dispersed H/C parking throughout the shopping center per Chapter 208.

ADA Upgrade / Correction:

(2) ***Include Element #7 in base bid:*** Provide (1) new H/C parking space and adjoining access aisle per above photo sketch. Provide H/C stencil, access aisle striping (with 'NO PARKING' stencil) and identification sign and post. Confirm location with George Foiles prior commencement.

(3) ***Include Element #7 in base bid:*** Provide (1) new compliant standard curb ramp. Since the curb height at this location is under 6" high, please reduce length of curb ramp as able to achieve a 7.5% maximum running slope.

EXHIBIT "A"

Accessible Element #9: Seasons Nail – Suite #235 – H/C parking)

Existing Site Assessment / Violations:

(1) The existing head-in parking space pavement has been elevated to sidewalk level at the curb line to create a flush transition. Unfortunately, that creates a possible tripping hazard.

(2) Since we are recommending eliminating existing (1) each of the (2) H/C spaces at Suite #321, #319 and #307; placing a new H/C parking space at Suite #235 would help meet the required number of accessible parking and improve the overall dispersed H/C parking throughout the shopping center per Chapter 208.

ADA Upgrade / Correction:

(3) ***Include Element #9 in base bid:*** Demolish the raised pavement area per attached sketch and replace with compliant slopes for new H/C space. Review limits of demolition with George Foiles prior commencement.

(4) ***Include Element #9 in base bid:*** Provide new H/C stencil, access aisle striping (with 'NO PARKING' stencil), post/sign per the above marked up photo sketch to provide (1) H/C space and adjoining van accessible access aisle.

(5) ***Include Element #9 in base bid:*** Provide (1) new compliant parallel curb ramp per attached sketch).

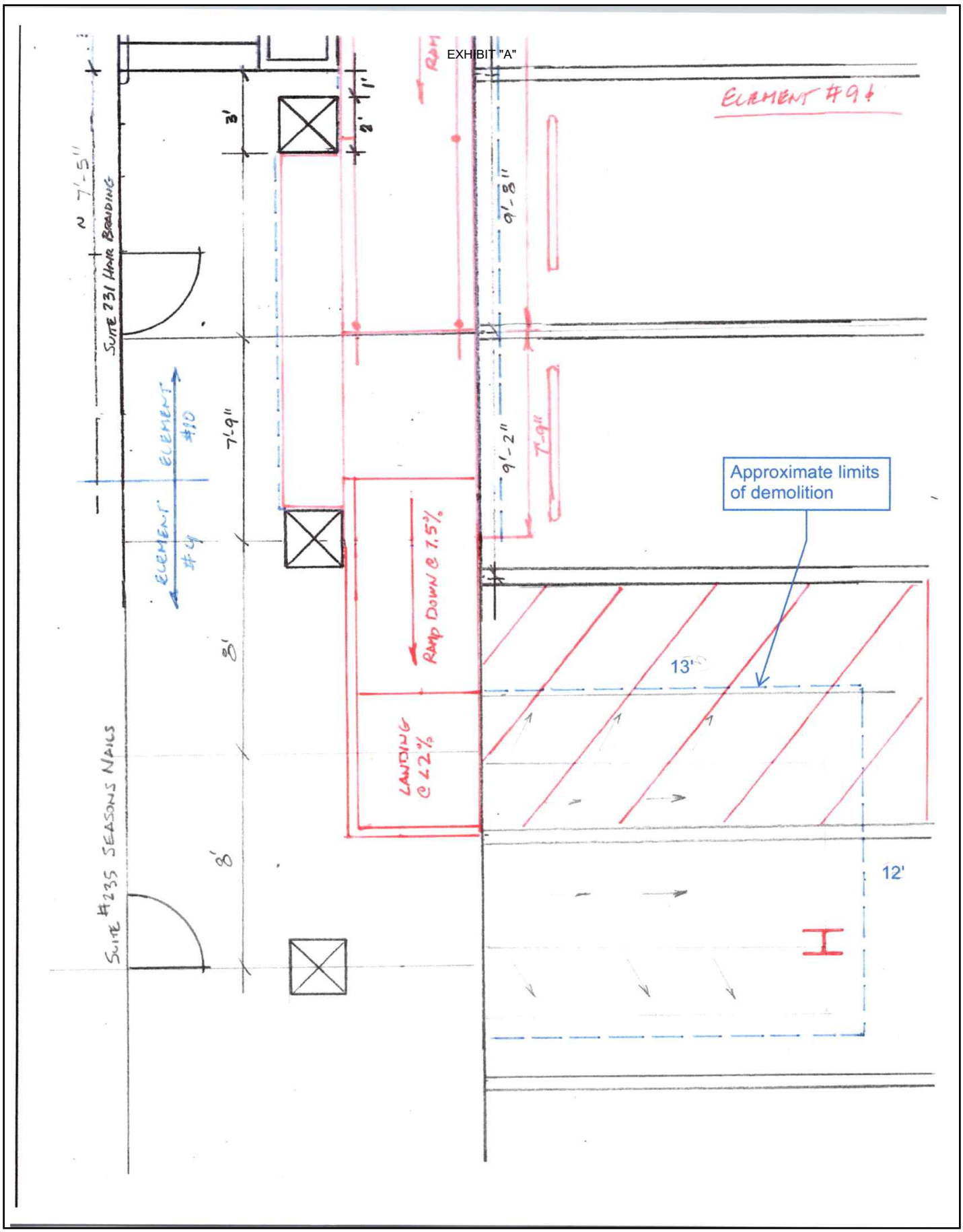
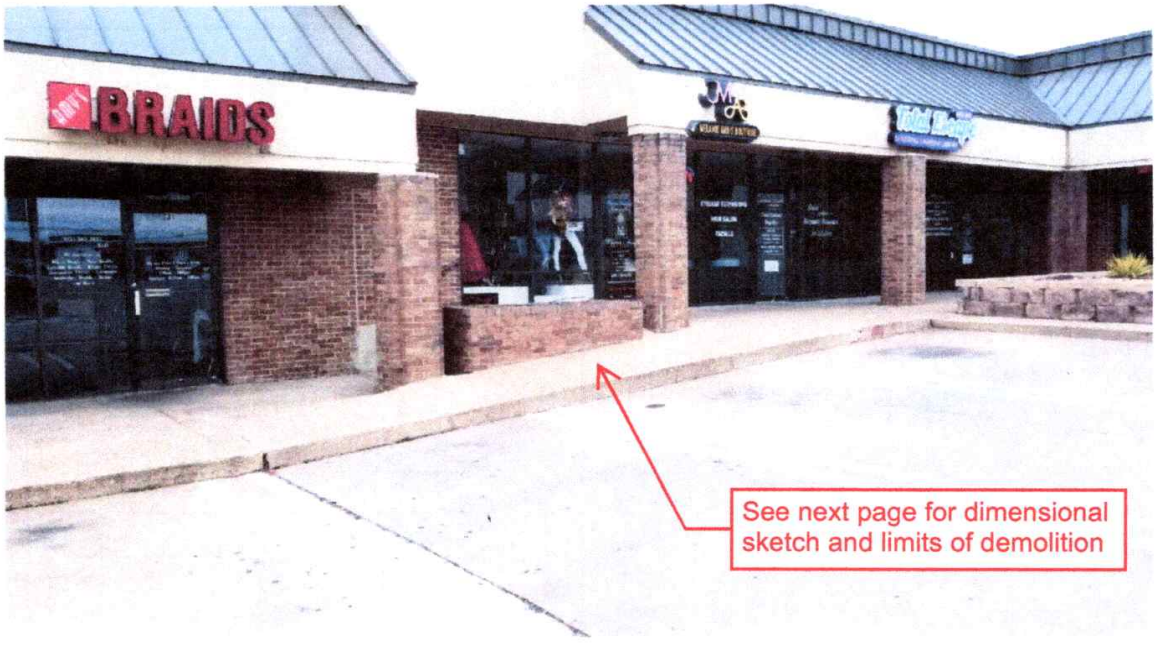


EXHIBIT "A"
ELEMENT #9
Approximate limits of demolition
SUITE 231 HAIR BRAIDING
SUITE #235 SEASONS NAILS
ELEMENT #10
ELEMENT #4
RAMP DOWN @ 7.5%
LANDING @ 2.2%
13'
12'
7'-9"
9'-8"
9'-2"
7'-9"
8'
8'
2'
2'
1"

EXHIBIT "A"

Accessible Element #10: Accessible route between Suite #231 & Suite #229 (ramp & railing)



Existing Site Assessment / Violations:

(1) The existing accessible route around the existing stairs has running slopes measured from 6.9% up to 9.8% and cross-slopes measured from 4.5% up to 7.3%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2.08% cross-slope.

(2) In addition, the width of the existing route is 5'. This width is compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width and need to be protected from head-in parking.

(3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

(4) ***Include Element #10 in base bid:*** Demolish the existing sidewalk as detailed on the attached dimension sketch, but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes.

(5) ***Include Element #10 in base bid:*** Demolition existing stair railing. Provide new accessible railing at new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.

(6) ***Include Element #10 in base bid:*** Provide (4) wheel stops to protect ramp railing.

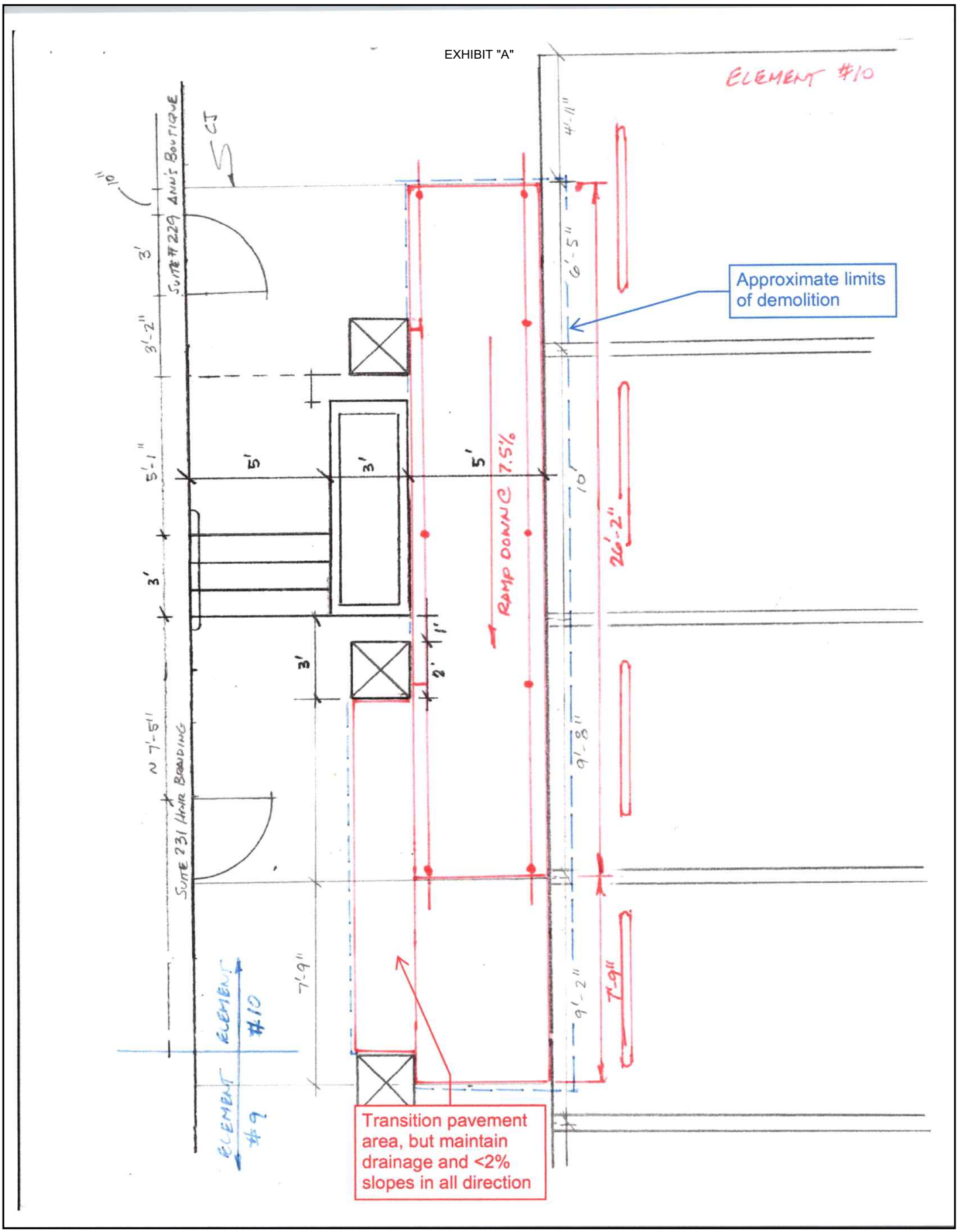
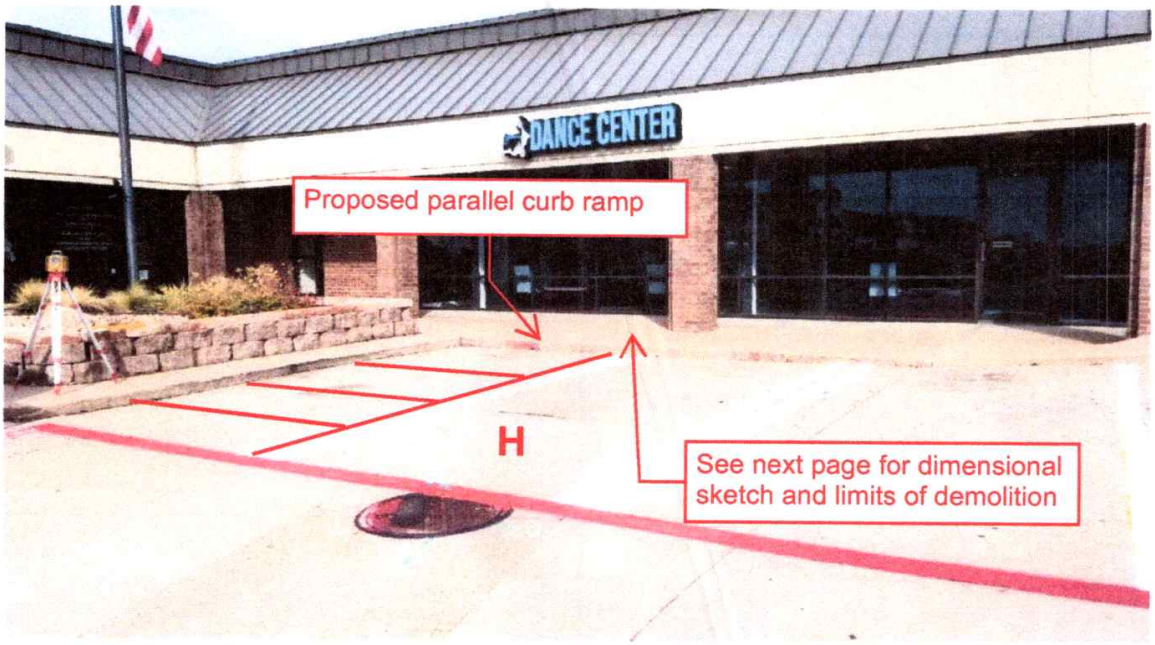


EXHIBIT "A"
ELEMENT #10
Approximate limits of demolition
RAMP DOWN @ 7.5%
Transition pavement area, but maintain drainage and <2% slopes in all direction
SUITE #229 ANN'S BOUTIQUE
SUITE 231 HAIR BOARDING
ELEMENT #10
ELEMENT #9
4'-11"
6'-5"
10'
26'-2"
9'-8"
9'-2"
7'-9"
5'
3'
2'
1'
5'-1"
3'-2"
7'-5"
7'-9"

EXHIBIT "A"

Accessible Element #11: Dance Center – Suite #219 (H/C parking)



Existing Site Assessment / Violations:

(1) The existing (2) standard head-in parking spaces have mostly compliant slopes. The west parking space has slopes between 0.7% and 2.2%. The east parking space has slopes ranging from 1.1% up 3.2%. At this time, we recommend incorporating (1) H/C space and adjoining access aisle and leaving the existing pavement as-is. The highest slope of 3.2% is only 1.2% higher than the guidelines. Since we are recommending eliminating existing (1) each of the (2) H/C spaces at Suite #321, #319 and #307; placing a new H/C parking space at Suite #219 would help meet the required number of accessible parking and improve the overall dispersed H/C parking throughout the shopping center per Chapter 208.

ADA Upgrade / Correction:

(2) ***Include Element #11 in base bid:*** Provide (1) new H/C parking space and adjoining access aisle per above photo sketch. Provide H/C stencil, access aisle striping (with 'NO PARKING' stencil) and identification sign. Confirm location with George Foiles prior commencement.

(3) ***Include Element #11 in base bid:*** Provide (1) new compliant parallel curb ramp. See attached sketch for additional information.

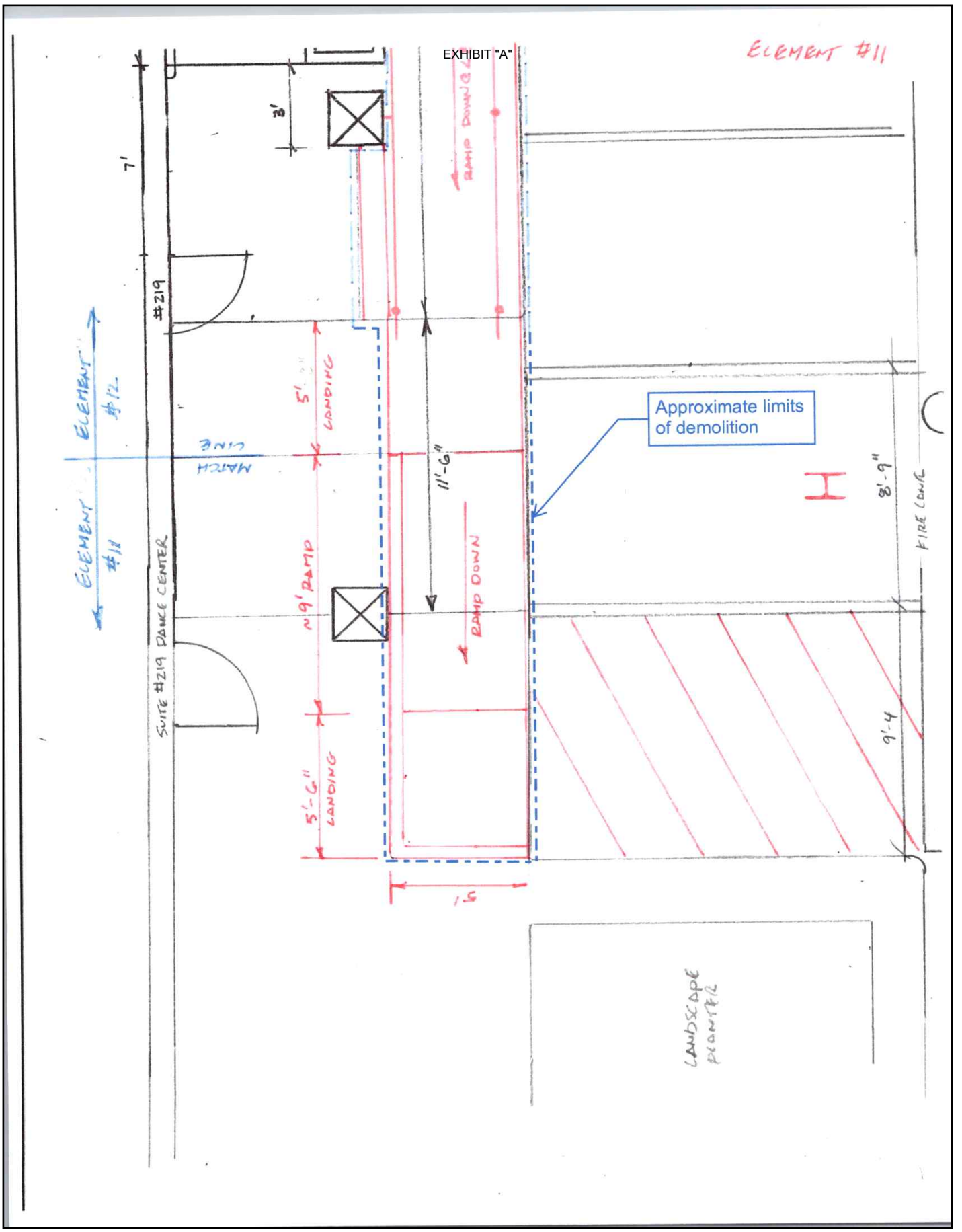
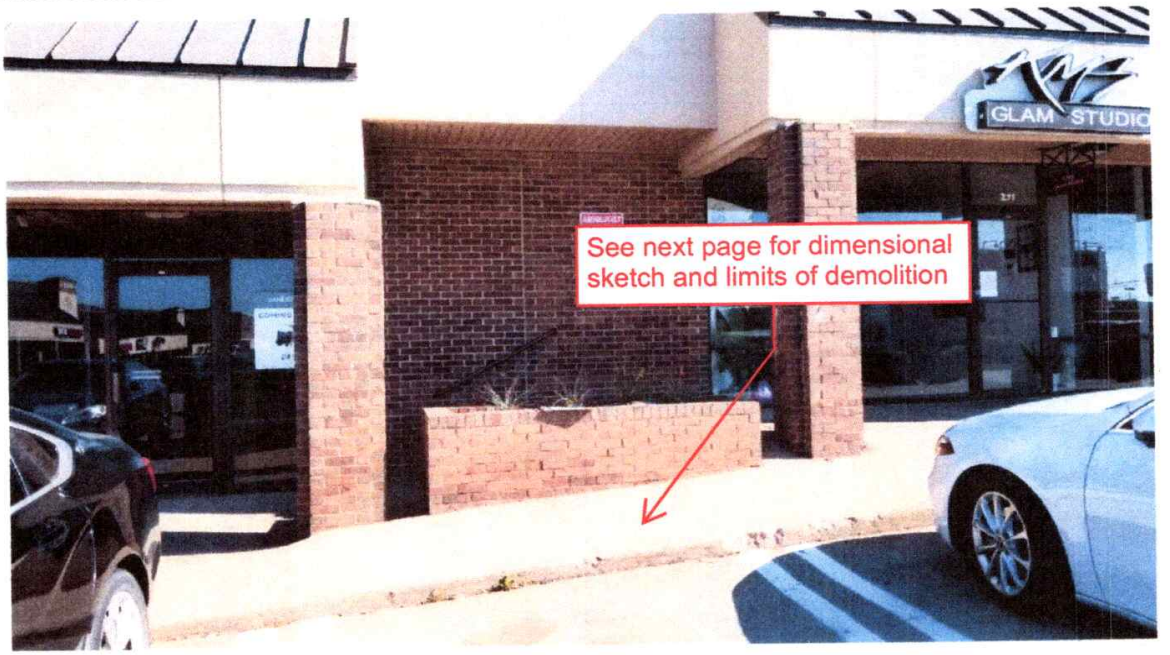


EXHIBIT "A"
ELEMENT #11
Approximate limits of demolition
SUITE #219 DANCE CENTER
#219
7'
3'
RAMP DOWN
5' LANDING
11'-6"
19' RAMP
RAMP DOWN
5'-6" LANDING
MATCH LINE
ELEMENT #12
ELEMENT #11
8'-9"
FIRE LANE
9'-4
LANDSCAPE PLANTER

EXHIBIT "A"

Accessible Element #12: Accessible route between Suite #219 & Suite #211 (ramp & railing)



Existing Site Assessment / Violations:

(1) The existing accessible route around the existing stairs has running slopes measured from 8.0% up to 9.6% and cross-slopes measured from 1.8% up to 5.1%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2.08% cross-slope.

(2) In addition, the width of the existing route is 5'. This width is compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width and need to be protected from head-in parking.

(3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

(4) ***Include Element #12 in base bid:*** Demolish the existing sidewalk as detailed on the attached dimension sketch but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes.

(5) ***Include Element #12 in base bid:*** Demolition existing stair railing. Provide new accessible railing at new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.

(6) ***Include Element #12 in base bid:*** Provide (4) wheel stops to protect ramp railing.

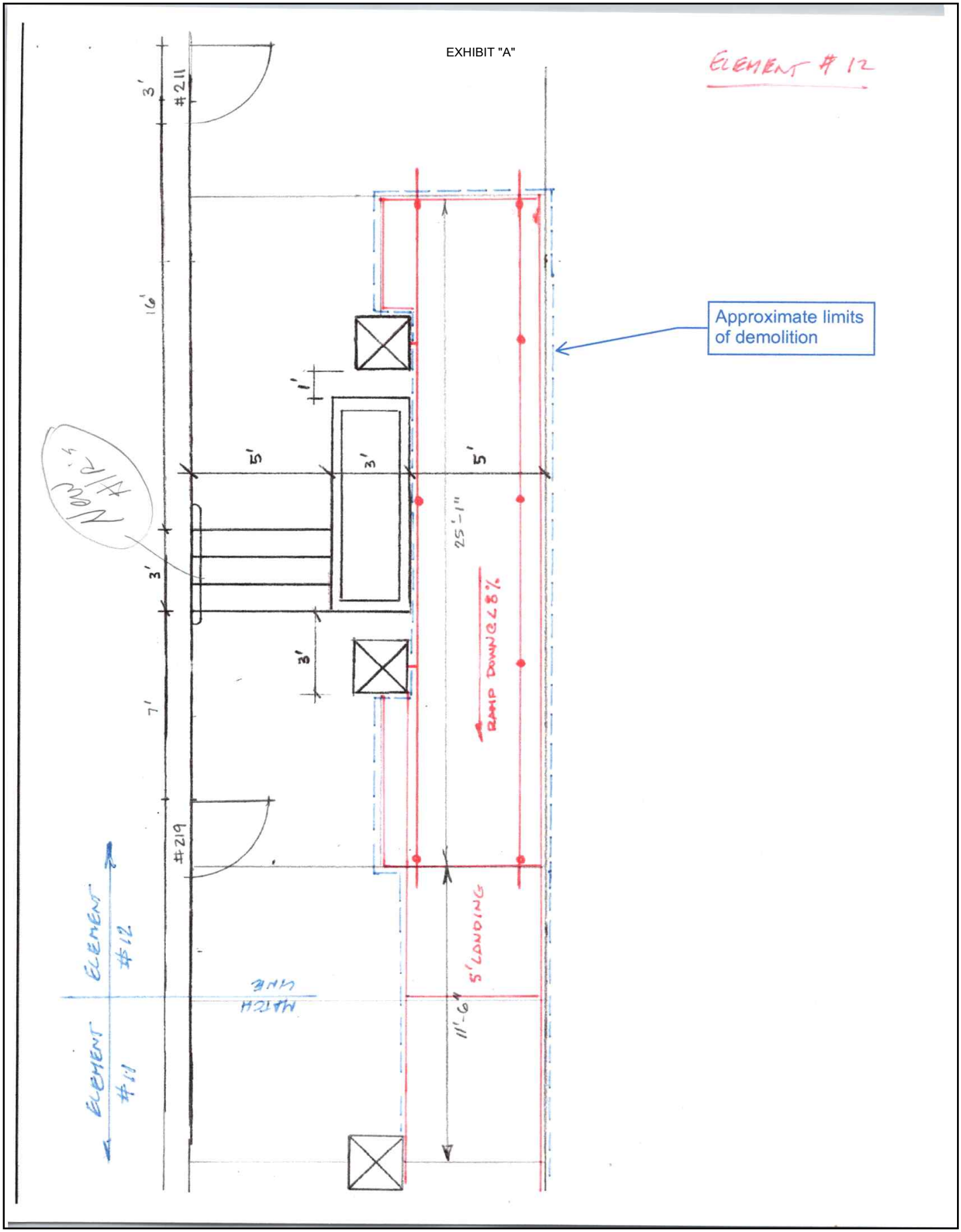


EXHIBIT "A"
ELEMENT # 12
Approximate limits of demolition
#211
#219
3'
16'
3'
7'
1'
5'
3'
5'
3'
25'-1"
RAMP DOWN @ 7.8%
5' LANDING
11'-6"
MATCH LINE
ELEMENT #12
ELEMENT #11

EXHIBIT "A"

Accessible Element #13: Cleaners – Suite #209 (H/C parking)

Existing Site Assessment / Violations:

(1) The existing slopes within the (2) H/C parking spaces and access aisle were measured as high as 7.7% which exceeds the maximum allowed per 2010 ADAAG chapter 502.4. Slopes not steeper than 2.08% shall be permitted in all directions.

(2) The existing curb ramp was observed at 9.1% slope; whereas Chapter 405 stipulates a maximum of 8.33%.

(3) The existing accessible signage has been mounted so that the bottom of the sign is only 54" AFF, whereas Chapter 4.6.4 stipulates a minimum of 60" AFF.

ADA Upgrade / Correction:

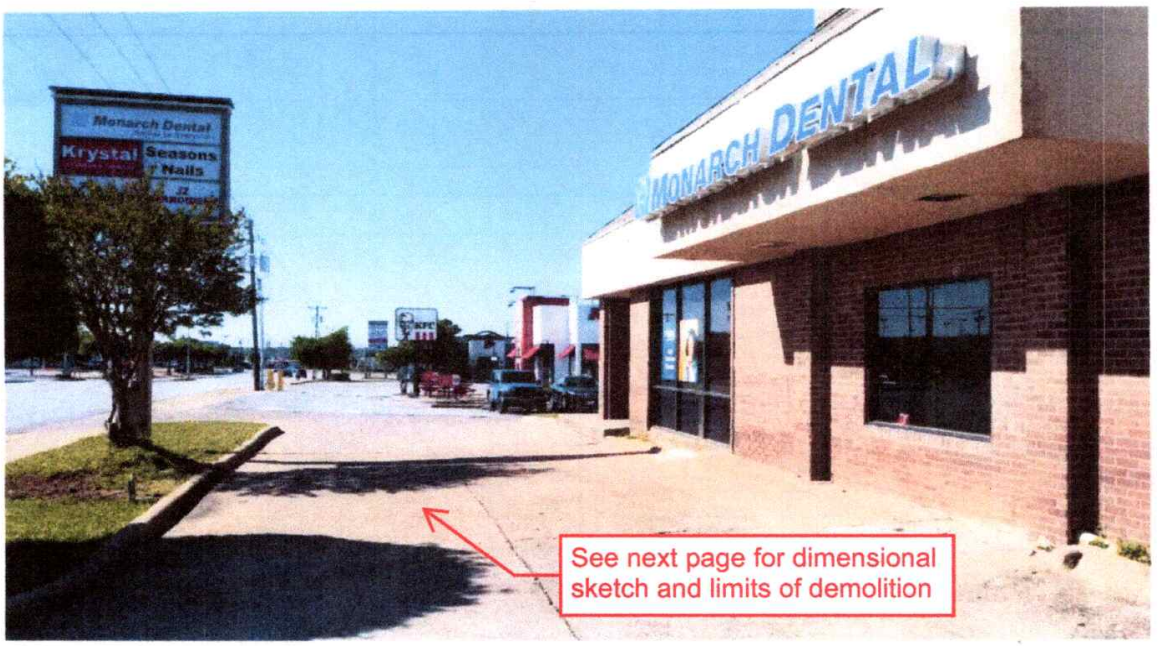
(5) ***Include Element #13 in base bid:*** Abandon both H/C parking spaces by removing H/C stencils, access aisle striping and identification signs. Patch hole flush with existing sidewalk.

(6) ***Include Element #13 in base bid:*** Provide (2) new standard parking spaces with new striping.

(4) ***Include Element #13 in base bid:*** Demolish existing curb ramp and install standard sidewalk pavement.

EXHIBIT "A"

Accessible Element #14: Monarch Dental – Suite #201 (H/C parking and accessible route)



Existing Site Assessment / Violations:

(1) The existing head-in parking along the front of Monarch Dental suite have slopes exceeding 7% making it very difficult to create compliant accessible parking and route to their front entrance. However, we noticed that on east side of their suites, it may be feasible to install (1) H/C parking space and access route to their front entrance.

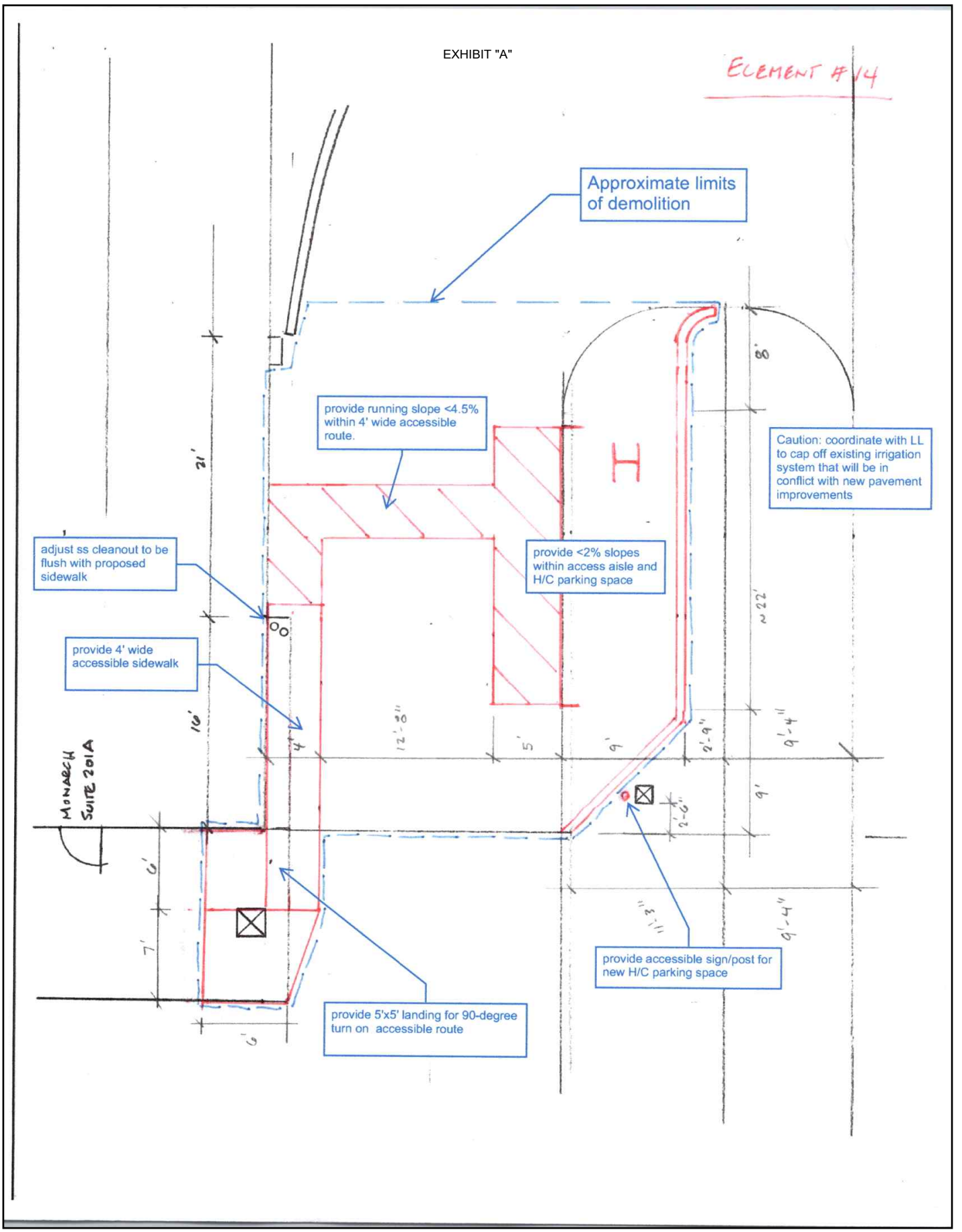
ADA Upgrade / Correction:

(2) ***Include Element #14 in base bid:*** Demolish existing pavement and landscape features and modify irrigation system to accommodate the new pavement configuration per attached sketch. Review limits of demolition with George Foiles prior commencement. Cap or relocate electrical per Landlord requirements. Also adjust exterior sanitary sewer cleanout to be flush with proposed sidewalk.

(3) ***Include Element #14 in base bid:*** Provide (1) new H/C parking space with 5' wide access aisle with compliant slopes and H/C stencil, accessible striping (with 'NO PARKING' stencil), post/sign per the attached sketch. Review grading with George Foiles prior to commencement.

(4) ***Include Element #14 in base bid:*** Demolish a portion of the existing sidewalk and provide (1) new compliant sidewalk per attached sketch.

EXHIBIT "A"


ELEMENT #14
Approximate limits of demolition
provide running slope <4.5% within 4' wide accessible route.
Caution: coordinate with LL to cap off existing irrigation system that will be in conflict with new pavement improvements
adjust ss cleanout to be flush with proposed sidewalk
provide <2% slopes within access aisle and H/C parking space
provide 4' wide accessible sidewalk
MONARCH SUITE 201A
provide 5'x5' landing for 90-degree turn on accessible route
provide accessible sign/post for new H/C parking space

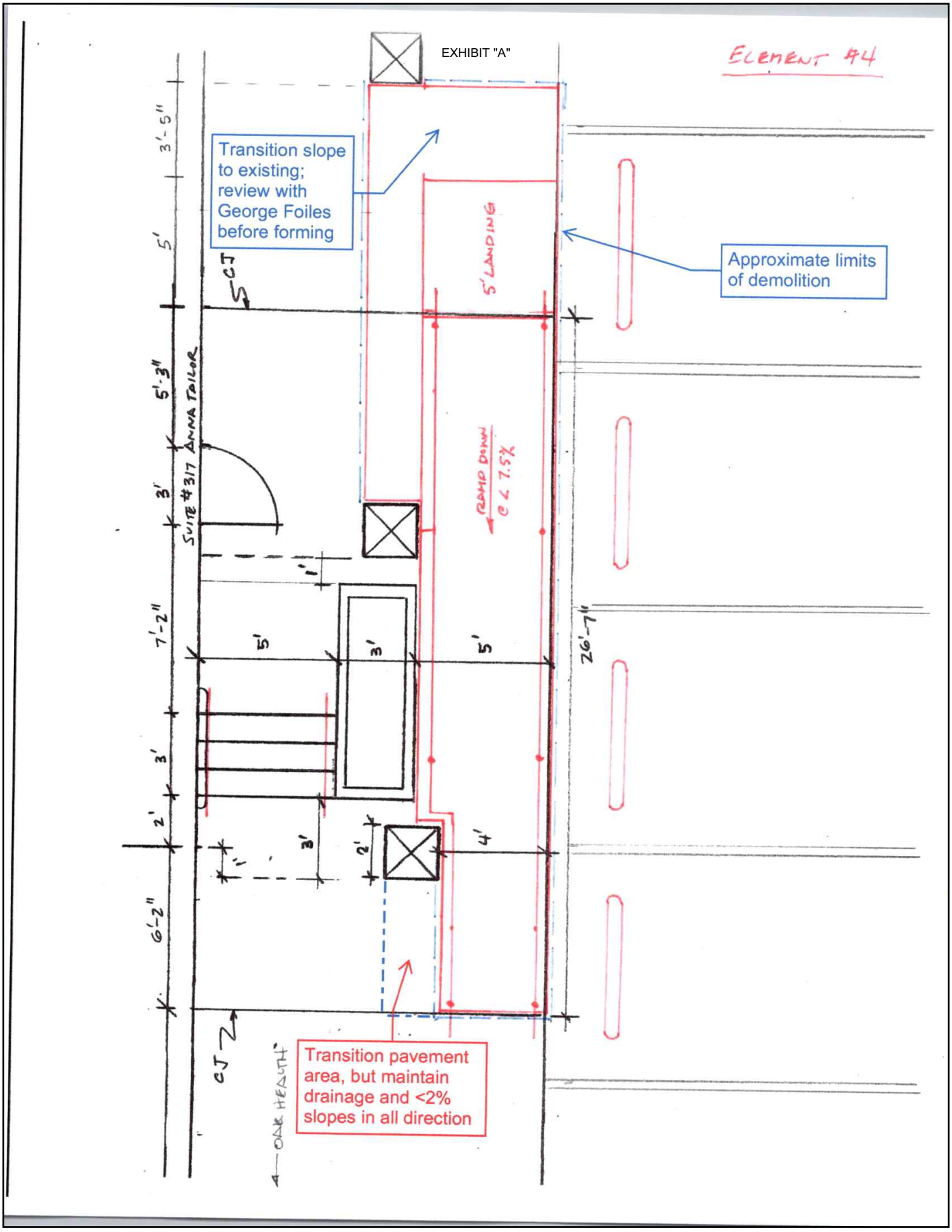


EXHIBIT "A"
ELEMENT 44
Transition slope to existing; review with George Foiles before forming
Approximate limits of demolition
Transition pavement area, but maintain drainage and <2% slopes in all direction
5' LANDING
RAMP DOWN @ < 7.5%
SUITE #317 ANNA TAILOR
OAK HEIGHTS
CJ
3'-5"
5'
5'-3"
3'
7'-2"
5'
3'
5'
26'-7"
3'
2'
1'
3'
2'
4'
6'-2"

EXHIBIT "A"

Accessible Element #5: Donut – Suite #307 (H/C parking)

Existing Site Assessment / Violations:

(1) The access aisle pavement has been elevated to sidewalk level at the curb line to create a flush transition. Unfortunately, that creates an elevation difference at the adjoining south H/C parking space and a possible tripping hazard. In addition, the north existing H/C parking space has slopes (4.0%) that exceeds the maximum allowed per 2010 ADAAG chapter 502.4 which stipulates changes in level are not permitted. Slopes not steeper than 2.08% shall be permitted in all directions.

(2) The existing accessible signage has been mounted so that the bottom of the sign is only 54" AFF, whereas Chapter 4.6.4 stipulates a minimum of 60" AFF.

ADA Upgrade / Correction:

(3) ***Include Element #5 in base bid:*** Abandon both H/C parking spaces by removing H/C stencils, access aisle striping and identification signs. Patch holes flush with existing sidewalk.

(4) ***Include Element #5 in base bid:*** Provide (3) new standard parking spaces with new striping.

EXHIBIT "A"

Accessible Element #8: Accessible route between Suite #251 & Suite #247 (ramp & railing)

Existing Site Assessment / Violations:

(1) The existing accessible route around the existing stairs has running slopes measured from 5.5% up to 10.2% and cross-slopes measured from 1.5% up to 10.0%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2.08% cross-slope.

(2) In addition, the width of the existing route is 5'. This width is compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width and need to be protected from head-in parking.

(3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

(4) ***Include Element #8 in base bid:*** Demolish the existing sidewalk as detailed on the attached dimension sketch but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes.

(5) ***Include Element #8 in base bid:*** Demolish existing stair railing. Provide new accessible railing on both sides at new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.

(6) ***Include Element #8 in base bid:*** Provide (4) wheel stops to protect ramp railing.

EXHIBIT "A"

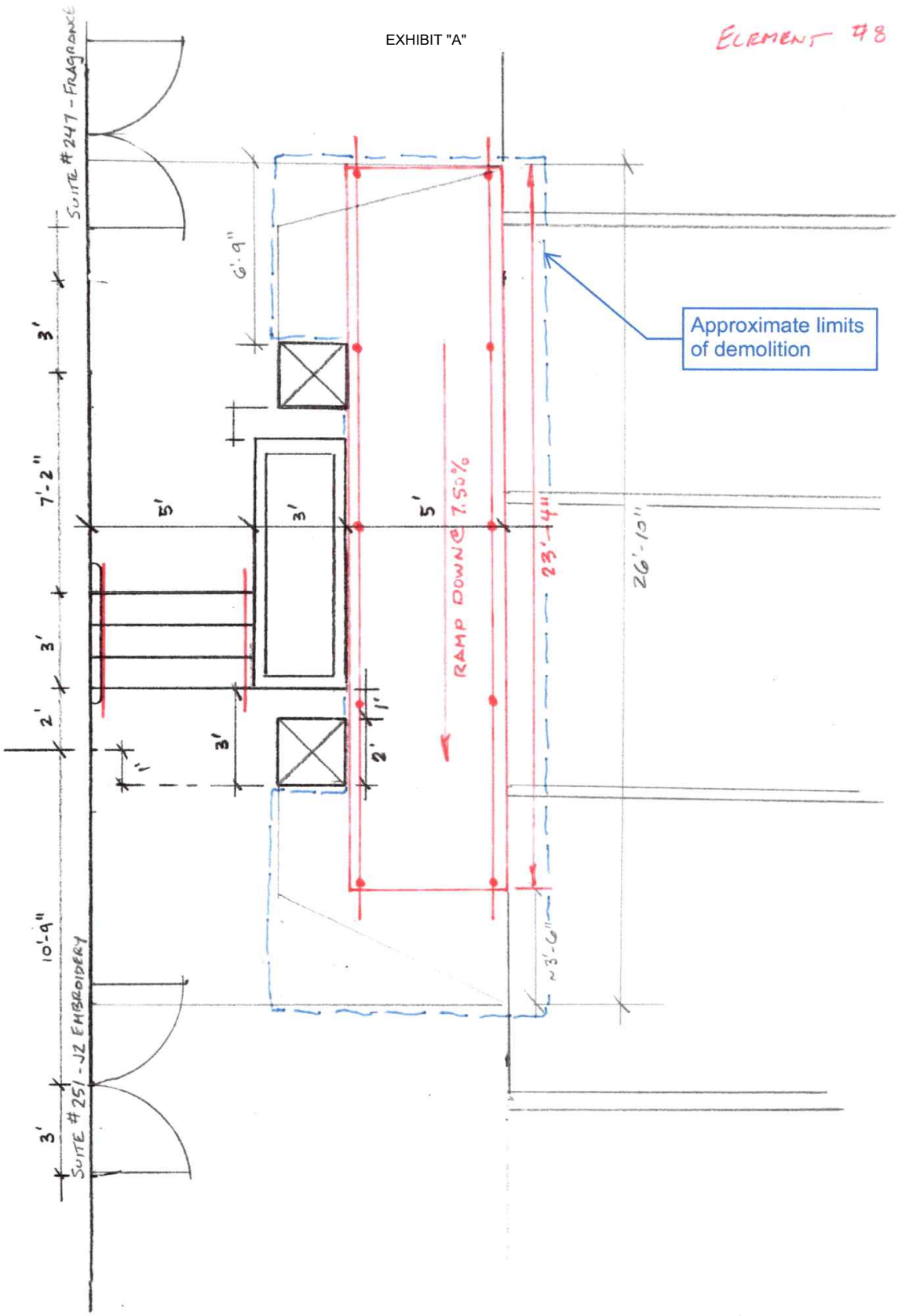

ELEMENT #8
SUITE #247 - FRAGRANCE
SUITE #251 - JZ EMBROIDERY
Approximate limits of demolition
RAMP DOWN @ 7.50%
6'-9"
23'-4"
26'-10"
~3'-6"
10'-9"
7'-2"
5'
3'
2'
1'

EXHIBIT "A"

RENCO CONSTRUCTION, INC.

2418 South Beckley Avenue
Dallas, Texas 75224
(214) 941-2563 • Fax: (214) 941-2579
www.rencoconstruction.com

15-Feb-24

Bid Submitted To:

Date:

Name:	George R. Foiles, P.E. Inc.	Job:	Cedar Park
Attn:	George Foiles	Street:	207-331 S. Cedar Ridge Dr.
Street:	600 Homestead Lane	City:	Duncanville, TX
City:	Grapevine, TX 76051	Phone:	(817) 798-1986
		Fax:	

Description of Work

HANDICAP IMPROVEMENTS

Install per George Foiles.

PRICE: $89,750.00
TAX: $ 7,404.38
TOTAL: $97,154.38

AREA 3B

PRICE: $2,750.00
TAX: $ 226.88
TOTAL: $2,976.88

SAFETY AND CLEAN UP

We are proud of our 43 year safety record. The National Council of Compensation Insurance has given us THE BEST SAFETY RATING POSSIBLE in our industry.

The work area will be barricaded to provide for effective traffic control and a safe working environment. In addition, the job-site will be cleaned upon completion of job.

THANK YOU! ! !

Payment Schedule Net 10 Days

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We accept no responsibility or liability for damages to underground plumbing, electrical or any other underground fixtures. Our workers are fully covered by Workmen's Compensation Insurance, This bid is valid for 15 days.

I hereby authorize and approve all the above work, labor and materials; and agree to make payments as specified. (Please circle one) Check

Authorized Signature _____ _____
Date

EXHIBIT "B"

STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT**
	§	**INCENTIVE AGREEMENT**
COUNTY OF DALLAS	**§**	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and Cedar Park Shopping Center LTD. acting by and through Alan Grayson, Owner, its duly authorized representative (the "Applicant").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 207-331 S Cedar Ridge Drive, Duncanville, Texas 75116 hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to the infrastructure (ADA improvements) not to exceed twenty-thousand dollars and zero cents ($20,000); and

WHEREAS, reimbursement of incentive funds is conditional on The Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances and securing a bona fide lease agreement with a tenant; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in

the city,

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **January 16, 2024**, unless otherwise terminated as provided for in this

ARTICLE III. GRANT

3.01. **Economic Development Incentives**.

As an economic development incentive grant to assist the Applicant located at 207-331 S Cedar Ridge Drive, Duncanville, Texas 75116 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of $20,000 for infrastructure (ADA improvements) of the building occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detail plans concerning the use of funds to achieve the purposes recited herein.

ARTICLE IV. COVENANTS OF CEDAR PARK SHOPPING CENTER LTD.

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development infrastructure (ADA improvements) incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

(a) Cause the improvements as defined herein to be actually made at the address indicated herein; and

(b) Provide a copy of the grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before January 16, 2024, at 5 p.m.; and

(c) Provide proof of legal ownership of the specified location of 207-331 S Cedar Ridge Drive, Duncanville, Texas 75116, the promises in the agreement; and

(d) Infrastructure (ADA improvements) incentive grant shall mean an amount not to exceed $20,000 for improvements to the infrastructure (ADA-related) improvements for the property owned by the Applicant located at 207-331 S Cedar Ridge Drive, Duncanville, Texas 75116; and

(e) Receive a certificate of occupancy on or before January 16, 2024; and

(f) Pay any property or City sales tax due before or on January 16, 2024; and

(g) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.

(h) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and the terms of this agreement are automatically terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By the Applicant, through mutual written agreements of both parties; and

(b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be

considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and

(e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of
Owner's Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **Recapture Provision.** In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funs owed to the DCEDC, plus interest and attorney fees.

5.03. **Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's to conduct an audit all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of

the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: Cedar Park Shopping Center, LTD.
Attention: Alan Grayson
207-331 S Cedar Ridge Drive
Duncanville, TX 75116

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard St.
Dallas, Texas 75201

City: City of Duncanville
Attention: Douglas Finch
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Kenneth Govan
P.O. Box 380280
Duncanville, Texas 75138-0280

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on July 16, 2024.

EXHIBIT "B"

CEDAR PARK SHOPPING CENTER, LTD.

R. Stell

By: ~~Alan Grayson~~ Randall Stebbins
Its: Owner
Date: 7/5, 2024

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

Kenneth Govan

By: Kenneth Govan
Its: Board President
Date: 6/13, 2024

CITY OF DUNCANVILLE

By: Douglas Finch
Its: City Manager
Date: _____, 2024

EXHIBIT "B"

Cedar Park Shopping Center LTD. Acknowledgment

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Randall Stebbins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Alan Grayson of Cedar Park Shopping Center, LTD, and that they are authorized by said to execute the foregoing instrument as the act of such Cedar Ridge Shopping Center, LTD. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of July, 2024.

Brianna Villanueva
Notary Public in and for the State of Texas

Brianna Villanueva
Type or Print Notary's Name

My Commission Expires:
7/21/2026

BRIANNA VILLANUEVA
Notary Public, State of Texas
Comm. Expires 07-21-2026
Notary ID 131007774

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Kenneth Govan, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of June, 2024.

CYNTHIA WILLIAMS
My Notary ID # 10038032
Expires December 6, 2026

Cynthia Williams
Notary Public in and for the State of Texas

Cynthia Williams
Type or Print Notary's Name

My Commission Expires:
12/6/26

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

weitzman®

Exhibit "C"

Alan Grayson
Vice President | Asset Management
O: 214.720.6627
agrayson@weitzmangroup.com
weitzmangroup.com

July 24, 2024

Victor M. Barrera
Economic Development Director
Duncanville
City of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116

RE: Request to Withdraw Application

Dear Victor,

Please accept this as the formal request to withdraw the Incentives & Grants Assistance Application submitted November 14, 2023. The application was for construction incentives for architectural plans which would allow pricing for the proposed renovations at Cedar Park Shopping Center.

Should you require anything further for the withdrawal or have any questions, please feel free to contact me.

Sincerely,

Alan Grayson

Weitzman is the trade name of Weitzman Management Corporation, a regional realty corporation.

3102 Maple Avenue, Suite 500, Dallas, Texas 75201

Incentives & Grants Assistance Application

Exhibit "C"

Property Owner Cedar Park Shopping Center, a Texas Joint Venture
Mailing Address 3102 Maple Avenue
City Dallas State & Zip TX 75201
Phone 214-720-6627 Fax _____ Email agrayson@weitzmangroup.com

Project Representative Alan Grayson
Mailing Address 3102 Maple Ave
City Dallas State & Zip TX 75201
Phone 214-720-6627

Business Name Cedar Park Shopping Center
Property Address 207 – 331 Cedar Ridge, Duncanville TX 75116
Will You Lease or Own the Property? own Legal Incorporation (Sole Proprietor, LLC, etc) Texas Joint Venture
Type of Business Retail Shopping Center Years in Business _____
Business Plan and Portfolio Available? N/A (If yes, please attach)

Project Description
Cedar Park Shopping Center Renovation.

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___
51,621 sf

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_____

Exhibit "C"

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH* ***GRANT***:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

Exhibit "C"

☐ 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.

☐ Demo, Redevelopment, Reuse Grant

Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

Exhibit "C"

☐ **Infrastructure Grant** Amount Requested $ _____

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☒ **Other Incentive** Construction Plans Amount Requested $ 20,000.00

To move from conceptual plans to "70% plans" that would allow us to bid/budget for this redevelopment will incurr a $20,000 cost which is a portion of the full plans, est @ $139,750.00

Total Grant Amount Requested $ 20,000.00

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter 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 Alan Grayson **Date** 11/14/23

Signature _____

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to First Peter 4:10, LLC in an amount not to exceed $71,000 for a building located at 1223 Crestdell Drive, Suite A Duncanville, Texas 75137

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barrera, Economic Development, Director
LoLecia Day, Economic Development, Assistant Director
Jeremiah Brewer, Economic Development Coordinator

BACKGROUND/HISTORY:
In 2022, Ty and Carolyn Thompson purchased the property located off Highway 67 at the corner of Crest Ln and Crestdell Dr. The applicant is seeking grant assistant to make exterior upgrades to the building and to repair the paving in the parking lot. At the July 22, 2024, DCEDC Board meeting, the Board voted to approve a paint grant in an amount not to exceed $22,000 and a pavement grant in an amount not to exceed $49,000 to improve the parking lot. The incentive grant requires final approval from City Council.

The building currently has an occupancy of 100%. The current tenants in the building are Tech Chefs (owned by the applicant), a licensed electrical and private security contractor, Childress Holdings, LLC, an upholstery business, and Air-Kool Heating & Air, LLC, an HVAC company.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

Grant amounts approved by the DCEDC include:

* Paint grant ($22,000)
* Pavement grant ($49,000)

Total: $71,000.00

POLICY EXPLANATION:
The application by First Peter 4:10, LLC, was approved by the DCEDC on July 22, 2024, for incentive grants totaling $71,000.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	Purchase Amount	After Encumber
$2,262,000.00	$71,000.00	$2,191,000.00

ACTION ALTERNATIVES:
1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-300 - DCEDC Grant - First Peter 4_10, LLC -- 1223 Crestdell Dr. Suite A - Pdf
Exhibit B-DCEDC Development Agreement-No City Manager Signature

RESOLUTION NO. 2024-300

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO FIRST PETER 4:10, LLC IN AN AMOUNT THAT SHALL NOT EXCEED $71,000.00 FOR A BUILDING LOCATED AT 1223 CRESTDELL DRIVE, SUITE A DUNCANVILLE, TEXAS 75137; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, First Peter 4:10, LLC, occupies the building located at 1223 Crestdell Dr., Suite A, Duncanville, Texas, 75137; and

WHEREAS, First Peter 4:10, LLC intends to repaint the exterior of the building and repave the parking lot; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed twenty-two thousand dollars and zero cents ($22,000) for paint, and forty-nine thousand dollars and zero cents ($49,000) for paving, for incentive grants totaling seventy-one thousand dollars zero cents ($71,000); and

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 the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to First Peter 4:10, LLC for reimbursement of improvements made for paint in an amount not exceed twenty-two thousand dollars and zero cents ($22,000), and paving improvements is an amount not to exceed forty-nine thousand dollars and zero cents ($49,000), for incentive grants totaling seventy-one thousand dollars zero cents ($71,000), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 20th day of August, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit "B"

STATE OF TEXAS	§	ECONOMIC DEVELOPMENT
	§	INCENTIVE AGREEMENT
COUNTY OF DALLAS	§	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and First Peter 4:10, LLC, acting by and through Ty Thompson, Owner, its duly authorized representative (the "Applicant").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 1223 Crestdell Dr., Suite A, Duncanville, Texas 75137 hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to the paint grant for twenty-two thousand dollars ($22,000) and a pavement grant in an amount not to exceed forty-nine thousand dollars ($49,000) for a to grant disbursement in an amount not to exceed seventy-one thousand dollars ($71,000); and

WHEREAS, reimbursement of incentive funds is conditional on The Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances and securing a bona fide lease agreement with a tenant; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase

the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the city,

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **February 20, 2025**, unless otherwise terminated as provided for in this

ARTICLE III. GRANT

3.01. **Economic Development Incentives**.

As an economic development incentive grant to assist the Applicant located at 1223 Crestdell Dr., Suite A, Duncanville, Texas 75137, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of $71,000 for paint ($22,000) and paving ($49,000) of the building occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detail plans concerning the use of funds to achieve the purposes recited herein.

ARTICLE IV. COVENANTS OF FIRST PETER 4:10

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development paint and paving incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

(a) Cause the improvements as defined herein to be actually made at the address indicated herein; and

(b) Provide a copy of the grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before February 20, 2025, at 5 p.m.; and

(c) Provide proof of legal ownership of the specified location of 1223 Crestdell Dr., Suite A, Duncanville, Texas 75137, the promises in the agreement; and

(d) Paint and paving incentive grants shall mean an amount not to exceed $71,000 for improvements to the paint and pavement improvements for the property owned by the Applicant located at 1223 Crestdell Dr., Suite A, Duncanville, Texas 75137; and

(e) Receive a certificate of occupancy on or before February 20, 2025; and

(f) Pay any property or City sales tax due before or on February 20, 2025; and

(g) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.

(h) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and the terms of this agreement are automatically terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By the Applicant, through mutual written agreements of both parties; and

(b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be

considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and

(e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of Owner's Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. **Recapture Provision.** In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funs owed to the DCEDC, plus interest and attorney fees.

5.03. **Mutual Assistance.** The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. **Representations and Warranties.** The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. **Employee Hiring, Materials, and Supplies Purchased.** Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's to conduct an audit all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

(a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of

the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: First Peter 4:10, LLC
Attention: Tymothy Thompson
1223 Crestdell Dr., Suite A
Duncanville, TX 75137

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard St.
Dallas, Texas 75201

City: City of Duncanville
Attention: Douglas Finch
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Kenneth Govan
P.O. Box 380280
Duncanville, Texas 75138-0280

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on August ___, 2024.

Exhibit "B"

FIRST PETER 4:10, LLC

By: Tymothy Thompson
Its: Owner
Date: 8/2, 2024

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

By: Kenneth Govan
Its: Board President
Date: _____, 2024

CITY OF DUNCANVILLE

_____
By: Douglas Finch
Its: City Manager
Date: _____, 2024

Exhibit "B"

First Peter 4:10, LLC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Timothy Flores, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Owner of First Peter 4:10, LLC and that they are authorized by said to execute the foregoing instrument as the act of such First Peter 4:10, LLC, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of August, 2024.

Lisa Wren
Notary Public in and for the State of Texas

Lisa Wren
Type or Print Notary's Name

My Commission Expires:
06/08/2026

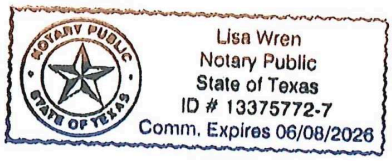


Exhibit "B"

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Kenneth Govan known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of August, 2024.

Lisa Wren
Notary Public in and for the State of Texas

Lisa Wren
Type or Print Notary's Name

My Commission Expires:
06/08/2026

NOTARY PUBLIC STATE OF TEXAS
Lisa Wren
Notary Public
State of Texas
ID # 13375772-7
Comm. Expires 06/08/2026

Exhibit "B"

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Briefing Presentation on See My Legacy Crowdfunding and Community Engagement platform.

Vision Statement:

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

Pillar:

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

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

BACKGROUND/HISTORY:
"See My Legacy" is an innovative community engagement platform designed to enhance organizations' connections with their communities. Originally launched in 2018, the platform was developed to address the growing need for efficient and effective tools to manage community involvement, volunteer activities, fundraising efforts, and sponsorship engagements.

The platform offers a comprehensive suite of features that streamline various aspects of community engagement. For volunteer management, "See My Legacy" provides tools to recruit, schedule, and track volunteers, ensuring that community projects are well-supported and efficiently managed. Its fundraising campaign tools allow organizations to create and manage campaigns, reach broader audiences, track donations, and engage with donors effectively. Additionally, the platform facilitates sponsorship management, from initial outreach to ongoing engagement, helping build strong relationships with sponsors and ensure transparency and accountability.

Implementing the "See My Legacy" platform can bring numerous benefits to the city. Enhanced community engagement is achieved by centralizing volunteer management and providing a user-friendly interface that encourages more residents to get involved in community projects and initiatives. The platform's fundraising tools make it easier to organize and promote campaigns, track contributions, and engage with donors, leading to more successful fundraising efforts. Improved

sponsorship relations are facilitated by robust sponsorship management features, allowing the city to attract and retain sponsors more effectively and fostering long-term partnerships that benefit community projects and events. Increased transparency and accountability are ensured through the platform's reporting and analytics tools, which provide clear insights into volunteer activities, fundraising progress, and sponsorship engagements, keeping all stakeholders informed and engaged.

Overall, "See My Legacy" has the potential to significantly enhance the city's ability to engage with its community, manage volunteers, and raise funds for important initiatives, leading to a more connected and supported community.

POLICY EXPLANATION:
The annual cost for the "See My Legacy" platform is $2,589.00. This fee includes access to a comprehensive suite of tools for volunteer management, fundraising campaigns, and sponsorship management. Additionally, it covers technical support, software updates, and maintenance to ensure smooth operation. The cost also includes training and onboarding for city staff to effectively utilize the platform. This investment will enhance community engagement, streamline fundraising efforts, and improve sponsorship relations, ultimately benefiting the city's initiatives and projects.

FUNDING SOURCE:

ORG and Object Number
01044000 - Parks and Recreation

Available Budget	Purchase Amount	After Encumber
$0.00	0.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
SeeMyLegacy Path Forward - Communities
City of Duncanville, TX - Subscription

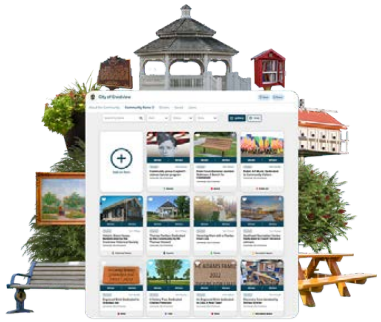
See My Legacy
Path Forward
For Communities
Overview
This showcases how SeeMyLegacy can help your Community save time and resources, fundraise, and engage with your community members.
SeeMyLegacy LLC | 18500 Lake Road Rocky River, OH 44116
www.seemylegacy.com
support@seemylegacy.com

See My Legacy

Overview

SeeMyLegacy is a platform that makes community giving effortless, you can manage your existing or future program, fundraise, and acknowledge the gifts and dedications of your donors.

SeeMyLegacy is the turnkey solution for your memorial/donation program.

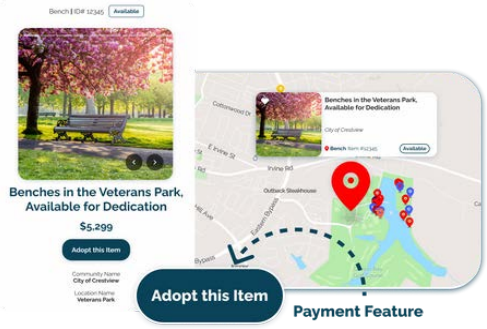


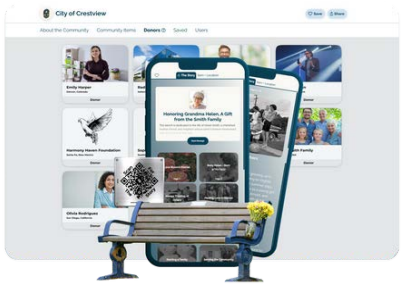
Manage

Catalog, geo-tag, and organize all of your Items. Bring visibility to past donations, current requests for dedications, or future items that you want to make available for adoption.

Fundraise

Turn your physical Items into opportunities for people to give back, and generate funds for use within your Community. Make existing items available for adoption, or raise funds for larger community initiatives.





Acknowledge

Recognize and say thank you to those who have given back by highlighting their dedications within your Community. Empower your citizens and donors to share the story behind their gifts

Your Profile & Login

Our team prepared a Community Profile for you to help you get started.

You'll have 30 days of access to your profile and platform features like updating your profile, adding and geo-tagging Items, inviting users, and more.

Here's how you can access your Community Profile:

- **If you met with our team** - you are automatically added to your Community Profile, all you'll need to do is sign up using your email at our website: **SeeMyLegacy.com/signup**

- **If you weren't in the demo meeting** - ask one of your colleagues to invite you through the site or reach out to our Support team: **support@seemylegacy.com**

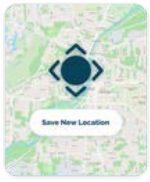
By The Numbers

1. **Subscription Cost**
2. **Time and Resource Savings**
3. **Revenue & Engagement Opportunities**

Subscription Cost

Photos	Name	QTY	Price
	SeeMyLegacy 12-Month Subscription SeeMyLegacy Annual Subscription that includes all features and functionality of the platform, for just $141/month.	**1**	**$1,699**
	5 Free Story Tags 5 Tags included with your purchase of the SeeMyLegacy Subscription. Average cost of $49/Tag. Offer only valid during your 30 day access period.	**5**	**$0**
	Unlimited Your Subscription comes with the ability to add Unlimited Items, Donors, and Users. Our platform will grow with your Community.	**∞**	**$0**

Time and Resource Savings

Photos	Name	Hours Saved
	Hours Saved By Not Using Other Programs It takes a community 30 business days to implement a GIS program and even longer to customize. With us, it takes less than an hour to set up a comprehensive memorial, GIS, and Storytelling platform, and anyone on your team can do it.	**240**
	Hours Saved Cataloguing Items It takes 3-4 minutes to add a single item on SeeMyLegacy as compared to 2-3 hours per item without it. For you, it's as simple as filling in the blanks, but for your citizens, it creates a beautiful experience.	**2.5**
	**Hours Saved Geo-tagging Items** On average, it takes communities 4 hours to geo-tag an item but in our platform, it takes less than a minute. Geo-tag the exact location of all your Items from the comfort of your office - it's as simple as moving a pin.	**4**
	Hours Saved Using Volunteers You save an average of 3-4 hours per item by using volunteers. With Unlimited Users, you can invite community groups to help catalogue or list items. Include your Boy and Girl scouts, rotary clubs, and anyone who supports your Community.	**3.5**
	Hours Saved Collaborating with Donors 43% of your citizens want to give back but drop out during the process because it is too time intensive, summing to 16 total hours. SeeMyLegacy solves this. Avoid the back and forth, sticky notes, and email chains. Allow the entire donation process to take place in our platform.	**16**

Time and Resource Savings Cont.

Photos	Name	Hours Saved
	Hours Saved Collecting Payments Collecting funds, processing payments, and reconciling checks for donations can take up to 6-7 hours of your time. Make it easier for you and your team by allowing your donors to quickly and securely checkout online.	**6.5**
	Hours Saved on Promoting With our resource library, it's easy for you to promote your program. We give you website content, social media posts, and print media that you can share with your community. Avoid 1-2 hours of work per post with our content.	**1.5**
	Hours Saved Using Story Library With SeeMyLegacy, it only takes minutes to create a story but some donors might get stuck with writer's block. We save your donors 1-2 hours per item using our Story Library - it's our version of the Hallmark card aisle.	**1.5**

Revenue & Engagement Opportunities

Photos	Name	QTY	Potential
	Existing Benches (15) Allow your citizens to adopt one of your existing benches throughout the Community. Convert any of your current benches into funds for your Community to benefit from.	**15**	**$15,000**
	Existing Trees (30) Allow your citizens to adopt existing community trees. Convert newly planted or century old trees into funds for your community to allocate.	**30**	**$6,000**
	Existing Planters (10) Allow your citizens to adopt flower boxes, community gardens, and green spaces. Convert these Items into funds for your Community to use.	**10**	**$2,500**
	Other Existing Items Convert existing items in your community into opportunities for your citizens to sponsor. Any item can be adopted, like gazebos, playgrounds, trails, picnic tables, and more.		**+**
	New Proposed Items Your community members are asking to put their name on benches, playgrounds, bricks, picnic spaces, pavilions and more! Organize and process these inbound requests to dedicate items.		**+**
	Future Available Items Invite your citizens and visitors to help support Community improvements by allowing them to sponsor future Items in your spaces, like benches, buildings, playgrounds, and more!		**+**

The Results

Honoring those who make your Community great and inspiring others to do the same.

What will the positive ripple effect be of telling your community thank you?

- How will donors of the past be energized by renewed recognition?
- What's the impact of allowing one community member to share a story?
- How could your public spaces benefit from this?
- What new community improvements might be possible with increased generosity?
- Who are the local heroes you can recognize today to inspire others?
- How will future generations be inspired by the stories of the past?
- How many Stories in your Community are waiting to be told?
- How many new community members will give back now that it's easy and engaging to do so?

Get Started

To Subscribe and bring this experience to your Community,
please click the link below to go to the checkout page.

Subscribe to SeeMyLegacy

Explore our Subscription Pricing and Story Tag + Plaque Pricing.

SML Annual Subscription

$1,699

12 - Month Access

Full Access to all features and functionality of SeeMylegacy Platform.

No Hidden Fees – No Upgrades Required

Story Tags

10 Tags | $49 each | $490 Total
Savings: $0

25 Tags | $44 each | $1,100 Total
Savings: $125

50 Tags | $39 each | $1,950 Total
Savings: $500

100 Tags | $34 each | $3,400 Total
Savings: $1,500

Story Plaques

10 Plaques | $89 each | $890 Total
Savings: $0

25 Plaques | $84 each | $2,100 Total
Savings: $125

50 Plaques | $79 each | $3,950 Total
Savings: $500

100 Plaques | $74 each | $7,400 Total
Savings: $1,500

Explore Subscription Bundles and Save

Starter Bundle

$2,499

Savings = $425

SML Subscription
+
25 -Pack of Story Tags

Ecosystem Bundle

$3,299

Savings = $850

SML Subscription
+
50 -Pack of Story Tags

https://learn.seemylegacy.com/subscribe

See My Legacy

QUOTE

Reference #17735701940

Issued
April 24, 2024

Expires
May 24, 2024

See My Legacy LLC
18500 Lake Road, Suite 220
Rocky River, OH 44116

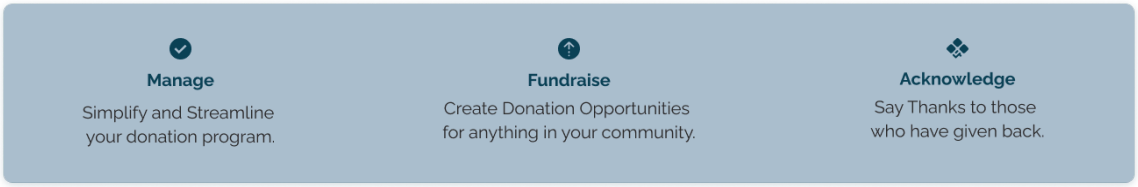
Prepared for

City of Duncanville, TX
203 East Wheatland Road
Duncanville, TX 75116

Tyler Agee
Assistant Director of parks & Rec
tyler.agee@duncanvilletx.gov
+19727805072

Making Community Giving Effortless

SeeMyLegacy is a platform that makes community giving effortless, you can manage your existing or future program, fundraise, and acknowledge the gifts and dedications of your donors.



Quote Details

Image	Name	Quantity	Price
Welcome to SeeMyLegacy	SeeMyLegacy 12-Month Subscription SeeMyLegacy Annual Subscription that includes all features and functionality of the platform, for just $141/month.	1	$1,699.00
	5 Story Tags Story Tags are designed for placement either on their own or next to existing commemorations and plaques and help Donors tell their stories.	5	$0.00 after 100% discount

One-time subtotal	$1,699.00
	after $245.00 discount
Total	**$1,699.00**

Pay now

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

By signing this, you agree to the SeeMyLegacy terms and conditions.

Tyler Agee
tyler.agee@duncanvilletx.gov

Download

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
A briefing to City Council regarding the Mexican Independence Day Celebration

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:
Victor Barrera, Director, Economic Development
LoLecia Day, Assistant Director, Economic Development

BACKGROUND/HISTORY:
September 16 is a celebration of the independence of Mexico from Spain. Mexican Independence Day is typically a day in which Mexican heritage and culture is celebrated with friends and family.

POLICY EXPLANATION:
N/A

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:

mexican independence day Invitation
mexican independence day Invitation (1)
Sonora Elite 1
Milicia Del Rancho

CITY OF DUNCANVILLE
DCEDC
Duncanville
City of Champions
YOU'RE INVITED
Celebracion
DEL DÍA DE LA INDEPENDENCIA DE
MÉXICO
MEXICAN INDEPENDENCE DAY
Cuidad de Duncanville
SEPTEMBER 16, 2024 4PM -9PM
ARMSTRONG PARK
100 JAMES COLLINS BLVD, DUNCANVILLE

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INTERNACIONAL
Sonora
Elite

milicia
del
rancho

STAFF REPORT

MEETING: City Council - 20 Aug 2024

TITLE:
Receive the Library Department Quarterly Report.

Vision Statement:

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

Pillar:

- **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:
Julio Velasquez, Library Director

BACKGROUND/HISTORY:
Receive the Library Department Quarterly Report.

POLICY EXPLANATION:
Receive the Library Department Quarterly Report

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A