



Duncanville City Council Meeting Agenda

VIA VIDEOCONFERENCE – ZOOM

Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, September 1, 2020

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.

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, August 18, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, September 1, 2020, email citysecretary@duncanville.com and title the email “Public Comment – September 1st. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

To speak during the Public Hearing on Agenda Item 5A, you need to REGISTER in advance with the link below. When the Public Hearing is opened by the Mayor, you will need to use the “raise your hand” option that is provided by ZOOM. If you are calling in and would like to speak, press *9 on your phone’s dial pad to “raise your hand”. You may also submit your comments in advance in accordance with the guidelines for “Public Comments”.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_7IESzumzQludY_epphxTvw

After registering, you will receive a confirmation email containing information about joining the webinar.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

Page

WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

- A. Briefing on Budget and Tax Rate update.

EXECUTIVE SESSION

- 1. Council shall convene into closed executive session pursuant to Sections 551.072 and 551.087 Tex. Gov Code to deliberate and discuss an offer for economic incentive agreement and the sale and/or exchange of real property located at 730 E. I-20 Duncanville, Texas.

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

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

2. PROCLAMATIONS AND PRESENTATIONS

- A. A Proclamation recognizing September 2020 as "Valiant Women of the Vote" Month.
["Valiant Women of the Vote"](#)

5 - 6

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"

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, September 1, 2020, email citysecretary@duncanville.com and title the email "Public Comment – September 1st. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City

Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

The City Secretary will still set a two-minute time limit on the comments as they are read.

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 a Resolution authorizing award of IFB #20-015, Alley Reconstruction and Drainage Improvements between Madrid Drive and Granada Drive (from San Juan Drive to South Cockrell Hill Road), to CCGMG, LLC. Series B, through the City's competitive bid process, with an estimated expenditure amount of \$331,415.00
IFB 20-015 Madrid-Granada Alley Improvements | 7 - 20 |
| B. | Consider a Resolution authorizing a Cooperative Purchasing Agreement with Siddons-Martin Emergency Group through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Agreement Contract #FS12-19 for a new fire engine in the expenditure amount of \$781,719.75.
Fire Engine | 21 - 43 |
| C. | Consider a Resolution approving the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant Program (JAG) Funding, to be administered by the City of Dallas, in the amount of \$8,678.48; and approve the purchase of ballistic helmets commensurate with the award amount.
FY21 JAG Grant | 44 - 47 |
| D. | Consider a Resolution approving the terms and conditions of professional engineering service agreement PSA #20-017 for Sanitary Sewer Evaluation Surveys of Basin WC and Basin EB, with Burgess & Niple, Inc., for a total cost not to exceed \$99,000.00.
Burgess & Niple Basin Surveys | 48 - 71 |

5. **ITEMS FOR INDIVIDUAL CONSIDERATION**

- | | | |
|----|---|---------|
| A. | Receive an overview of the proposed FY21 budget and conduct a Public Hearing.
FY21 proposed budget
To speak during the Public Hearing on Agenda Item 5A, you need to REGISTER in advance with the link on page one. When the Public Hearing is opened by the Mayor, you will need to use the "raise your hand" option that is provided by ZOOM. If you are calling in and would like to speak, press *9 on your phone's dial pad to "raise your hand". You may also submit your comments in advance in accordance with the guidelines for "Public Comments". | 72 - 95 |
|----|---|---------|

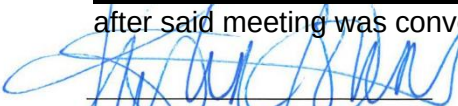
- B. Consider appointments to various Boards and Commissions including Audit Committee, Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Social Engagement Partnership, Park & Recreation Advisory Board, Sign Control Board, TIF (Tax Increment Financing Reinvestment Zone Number One), Tri-Cities Animal Control Board. 96 - 98
[Appointments to Various Boards and Commissions](#)
- C. Consider a Resolution repealing the Duncanville Urban Land Bank Authority and Program Resolution No. 2015-012017 and amending the Neighborhood Vitality Commission Resolution No. 2017-052. 99 - 116
[Duncanville Urban Land Bank Authority](#)
- D. Deliberate and determine to reconsider Resolution 2020-068R to award of bid and contract with Midwest Wrecking Company of Texas, Inc. in the amount of \$116,845 to demolish improvements on property located at 730 E. I-20, Duncanville, Texas.
- E. Consider a Resolution authorizing the award of bid IFB No. 20-025 Demolition Services to Midwest Wrecking Company of Texas, Inc. for the real property located at 730 E. I-20 City of Duncanville, in accordance with the proposed pricing bid tabulation attached hereto and incorporated herein as Exhibit 'A', in an amount not to exceed \$163,845. 117 - 129
[Demolition Services to Midwest Wrecking](#)
- F. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

- A. Receive the Monthly Financial Report as of July 31, 2020. 130 - 144
[Financial Report as of July 31, 2020](#)
- B. Receive the Public Works Department Quarterly Report.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Thursday, August 27, 2020 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.


 Kristin Downs, City Secretary

PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS MEETING ROOM WITH A HANDGUN THAT IS CARRIED OPENLY.
 DE CONFORMIDAD CON LA SECCIÓN 30.07 DEL CÓDIGO PENAL (PREVARICACIÓN POR LICENCIATARIO CON UNA ARMA DE MANO LLEVADA ABIERTAMENTE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS PARA PORTAR ARMAS), NO PUEDEN ENTRAR A LA SALA DE REUNIONES CON UNA ARMA DE MANO QUE SE PRACTICA ABIERTAMENTE.

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.
 DE ACUERDO CON LA SECCIÓN 30.06 DEL CÓDIGO PENAL (INGRESO SIN AUTORIZACIÓN DE UN PORTADOR DE UNA LICENCIA PARA LLEVAR UN ARMA CORTA OCULTA), UNA PERSONA CON LICENCIA SEGÚN EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DEL GOBIERNO (LEY PARA PORTAR ARMAS CORTAS OCULTAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UN ARMA CORTA OCULTA.



STAFF REPORT

MEETING: City Council - 01 Sep 2020

TITLE:

A Proclamation recognizing September 2020 as "Valiant Women of the Vote" Month.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

Proclamation requested by Councilwoman Jameson.

Throughout our history, women have influenced every facet of American life and culture. Women have been pioneers in the fields of science, medicine, engineering, education, finance, arts, journalism, business, government and more.

The 2020 theme, "Valiant Women of the Vote," pays homage to the 100th anniversary of the ratification of the 19th Amendment, which gave women the right to vote. The theme honors the brave women who fought to win suffrage rights for women.

POLICY EXPLANATION:

There is no policy decision associated with this item.

FUNDING SOURCE:

There is no funding associated with this item.

Contract Log #:

N/A

RECOMMENDATION:

This item is a presentation only and no action is required.

ATTACHMENTS:

[Attachment 1 - Valiant Women of the Vote Month](#)



Proclamation

- WHEREAS,** on June 4, 1919 Congress passed the 19th Amendment guaranteeing all American women the right to vote; and
- WHEREAS,** the year 2020 marks the 100th anniversary of the ratification of the 19th Amendment to the United States Constitution, guaranteeing and protecting women's right to vote; and
- WHEREAS,** this centennial offers an opportunity to commemorate a milestone of democracy; that the right of citizens of the United States to vote shall not be denied or abridged by the federal or state governments on account of gender; and
- WHEREAS,** throughout our history, women have influenced every facet of American life and culture; and
- WHEREAS,** women have been pioneers in the fields of science, medicine, engineering, education, finance, arts, journalism, business, government and more; and
- WHEREAS,** the 2020 theme, "Valiant Women of the Vote," pays homage to the 100th anniversary of the ratification of the 19th Amendment, which gave women the right to vote. The theme honors the brave women who fought to win suffrage rights for women.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim September as

"Valiant Women of the Vote"

and urge all citizens to acknowledge the importance of this date and to observe this month and celebrate women with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 1st day of September, 2020.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - 01 Sep 2020

TITLE:

Consider a Resolution authorizing award of IFB #20-015, Alley Reconstruction and Drainage Improvements between Madrid Drive and Granada Drive (from San Juan Drive to South Cockrell Hill Road), to CCGMG, LLC. Series B, through the City's competitive bid process, with an estimated expenditure amount of \$331,415.00

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**
 - **WorkPlan Item 2.46: Execute FY19 Alley Capital Improvements Program**

STAFF RESPONSIBLE:

Bryan G. Ramey, P.E., Director of Public Works

BACKGROUND/HISTORY:

The City's goal is to fund the reconstruction of at least one alley every other year as part of the Alley Capital Improvement Projects (CIP) Program. There were 24 continuously or partially asphalt paved alleys with rear alley trash pick-up when the program started in 1979. To date, thirteen alleys have been reconstructed through the Alley CIP Program.

The asphalt alley between Madrid Drive and Granada Drive (from San Juan Drive to South Cockrell Hill Road) was built in 1971 and has rear alley trash pick-up (Attachment 1). The length of the alley is approximately 1,400 feet. The condition of the existing alley pavement is beyond maintenance and requires a full replacement. The existing asphalt alley will be replaced with a reinforced concrete alley pavement to better withstand the loads from the garbage trucks. In addition, storm sewer drainage improvements will be constructed simultaneously with the alley replacement to ensure capacity for a 100-year storm event.

The City solicited bids for this project to include furnishing all labor, materials, and equipment and performing all work necessary for the construction of approximately 1,900 square yards of reinforced concrete alley pavement, 850 square yards of reinforced concrete driveways, 500 linear feet of 18-inch reinforced concrete storm sewer, and associated street repairs, and appurtenances. Projects of this nature are typically executed through the design-bid-build process due to their technical nature and unique requirements.

The Invitation to Bid IFB-20-015 was advertised in the Focus Daily on July 23, 2020, and July 30, 2020. The bid request was also advertised through the bidding notification system for Public Purchase, Black Chamber of Commerce, Hispanic Chamber of Commerce, Regional Hispanic

Contractors, Black Contractors Association, North Texas Regional Certification Agency, 398 Historically Utilized Business (HUB) vendors from the State of Texas Centralized Master List, were notified via email. The City received twelve bids, and three were HUB vendors New World Contracting LLC. - Black American, Axis Contracting - Woman Owned, and Texas Civil Construction - Hispanic. CCGMG, LLC., a Dallas-based construction company, was the lowest responsible bidder. Staff reviewed the proposed pricing and certified that the prices offered by the recommended vendor are fair and reasonable. The City used CCGMG, Inc., to successfully construct the alley between San Juan Drive and Madrid Drive (from Madrid Drive to South Cockrell Hill Road). The City's previous experience with CCGMG, LLC was very positive, and references also stated the contractor's performance was excellent on projects of similar scope.

POLICY EXPLANATION:

The lowest responsive bid was from CCGMG, LLC, from Dallas, Texas, in the amount of \$331,415.00. The Engineer's Opinion of Probable Cost of Construction was \$360,586.50. Staff has reviewed the bid, bidder qualifications, and references and recommends award to CCGMG, LLC as the lowest responsive and responsible bidder for this project. This project was bid in compliance with Texas municipal purchasing statutes.

FUNDING SOURCE:

\$301,415.00 is allocated in the FY20-21 Alley Capital Improvements Projects budget and \$30,000.00 is allocated in the FY20-21 Drainage Capital Improvements Projects budget for this project.

Contract Log #:

1426

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing award of IFB #20-015, Alley Reconstruction and Drainage Improvements between Madrid Drive and Granada Drive (from San Juan Drive to South Cockrell Hill Road), to CCGMG, LLC, through the City's competitive bid process, with an estimated expenditure amount of \$331,415.00.

ATTACHMENTS:

[Attachment 1- Project Location Map](#)

[Attachment 2- Bid Tabulation](#)

[Attachment 3 - Resolution No. - 2020-073 - Alley Reconstruction and Drainage Improvements at Madrid Drive and Granada Drive - Pdf](#)

[Attachment 4 - SAMS-CCGMG LLC-2020](#)

Attachment 1- Project Location Map



ATTACHMENT 2 - BID TABULATION

Owner: Project:	City of Duncanville, Dallas County, Texas Proposed Alley Improvements Madrid Dr Alley From San Juan Dr to Cockrell Hill Alley Reconstruction and Drainage IFB NO. 20-015			Bidders Name & Address CCGMG LLC Series B 8523 CF Hawn FWY Dallas TX 75217 469-324-7770		Bidders Name & Address Estrada Concrete Co LLC 309 Nichols Dr Hutchins TX 75141 808-294-7176		Bidders Name & Address La Banda LLC 523 Neomi Ave Dallas TX 75217 214-926-3456		Bidders Name & Address Cam-Crete Contracting Inc PO Box 3312 Cedar Hill TX 75106 214-514-0671 877-233-1483 fax		Bidders Name & Address HQS Construction LLC PO Box 250771 Plano TX 75025 972-208-2349 972-208-2549 fax	
Bid Opens	August 18, 2020 @ 2:00 PM												
Item #	Est. Qty.	Unit	Description	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension
PAVING													
101	1	LS	R.O.W. Preparation (Clearing and Grubbing)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
102	450	CY	Unclassified Alley Excavation	\$ 12.00	\$ 5,400.00	\$ 20.00	\$ 9,000.00	\$ 28.00	\$ 12,600.00	\$ 30.00	\$ 13,500.00	\$ 20.00	\$ 9,000.00
103	15	LF	For Removing and Disposing Drainage Pipe	\$ 20.00	\$ 300.00	\$ 50.00	\$ 750.00	\$ 5.00	\$ 75.00	\$ 26.50	\$ 397.50	\$ 45.00	\$ 675.00
201A	830	SY	Removing Concrete Driveway	\$ 18.00	\$ 14,940.00	\$ 10.00	\$ 8,300.00	\$ 14.00	\$ 11,620.00	\$ 13.00	\$ 10,790.00	\$ 25.00	\$ 20,750.00
201B	410	SF	Removing Sidewalk	\$ 2.00	\$ 820.00	\$ 2.00	\$ 820.00	\$ 4.00	\$ 1,640.00	\$ 1.40	\$ 574.00	\$ 2.78	\$ 1,139.80
201D	505	SY	Removing Concrete Alley Paving	\$ 25.00	\$ 12,625.00	\$ 15.00	\$ 7,575.00	\$ 15.00	\$ 7,575.00	\$ 13.00	\$ 6,565.00	\$ 25.00	\$ 12,625.00
201E	130	LF	Removing Integral Curb and Gutter	\$ 20.00	\$ 2,600.00	\$ 3.00	\$ 390.00	\$ 3.00	\$ 390.00	\$ 4.00	\$ 520.00	\$ 25.00	\$ 3,250.00
201F	55	LF	Removing Separate Curb and Gutter	\$ 20.00	\$ 1,100.00	\$ 5.00	\$ 275.00	\$ 5.00	\$ 275.00	\$ 12.00	\$ 660.00	\$ 35.00	\$ 1,925.00
202	1480	SY	Removing Existing Asphalt Paving	\$ 13.00	\$ 19,240.00	\$ 10.00	\$ 14,800.00	\$ 14.00	\$ 20,720.00	\$ 14.50	\$ 21,460.00	\$ 25.00	\$ 37,000.00
204	40	LF	Furnish & Install Integral Curb & Gutter	\$ 25.00	\$ 1,000.00	\$ 5.00	\$ 200.00	\$ 60.00	\$ 2,400.00	\$ 36.00	\$ 1,440.00	\$ 15.00	\$ 600.00
204A	40	LF	Furnish & Install Separate Curb & Gutter	\$ 20.00	\$ 800.00	\$ 35.00	\$ 1,400.00	\$ 60.00	\$ 2,400.00	\$ 36.00	\$ 1,440.00	\$ 25.00	\$ 1,000.00
357	110	SF	Furnish & Install 4-Inch 3,000 PSI Reinforced Concrete Sidewalk	\$ 9.00	\$ 990.00	\$ 7.00	\$ 770.00	\$ 8.00	\$ 880.00	\$ 6.25	\$ 687.50	\$ 10.00	\$ 1,100.00
358	4	EA	Furnish & Install Barrier Free Ramp	\$ 1,000.00	\$ 4,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,800.00	\$ 7,200.00	\$ 2,100.00	\$ 8,400.00	\$ 2,250.00	\$ 9,000.00
432	750	SY	Furnish & Install 6-Inch 4,000 PSI Reinforced Concrete Driveway	\$ 65.00	\$ 48,750.00	\$ 70.00	\$ 52,500.00	\$ 70.00	\$ 52,500.00	\$ 68.00	\$ 51,000.00	\$ 70.00	\$ 52,500.00
432A	100	SY	Furnish & Install 6-Inch Exposed Aggregate Reinforced Concrete Driveway	\$ 75.00	\$ 7,500.00	\$ 90.00	\$ 9,000.00	\$ 80.00	\$ 8,000.00	\$ 73.00	\$ 7,300.00	\$ 75.00	\$ 7,500.00
433	170	SF	Furnish & Install Asphalt Alley Transition (6" Full-Depth TY D)	\$ 10.00	\$ 1,700.00	\$ 20.00	\$ 3,400.00	\$ 25.00	\$ 4,250.00	\$ 65.00	\$ 11,050.00	\$ 10.00	\$ 1,700.00
454	1900	SY	Furnish & Install 4,000 PSI Reinforced Concrete Alley Pavement	\$ 70.00	\$ 133,000.00	\$ 71.00	\$ 134,900.00	\$ 80.00	\$ 152,000.00	\$ 76.00	\$ 144,400.00	\$ 80.00	\$ 152,000.00
455	10	SY	Furnish & Install 10-Inch Reinforced Concrete Pavement	\$ 150.00	\$ 1,500.00	\$ 95.00	\$ 950.00	\$ 80.00	\$ 800.00	\$ 90.00	\$ 900.00	\$ 100.00	\$ 1,000.00
608	450	SY	Furnish & Install Augustine / Bermuda Grass Block Sod	\$ 7.00	\$ 3,150.00	\$ 9.00	\$ 4,050.00	\$ 9.00	\$ 4,050.00	\$ 13.00	\$ 5,850.00	\$ 8.00	\$ 3,600.00
680	10	EA	Furnish & Install Storm Water Inlet Protection / Construction Entrance	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 200.00	\$ 2,000.00	\$ 225.00	\$ 2,250.00	\$ 100.00	\$ 1,000.00
20100	2	EA	Project Sign	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 650.00	\$ 1,300.00	\$ 500.00	\$ 1,000.00
20200	4	MO	Barricades, Signs and Traffic Handling	\$ 2,000.00	\$ 8,000.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 250.00	\$ 1,000.00	\$ 2,500.00	\$ 10,000.00
PAVING TOTAL					\$ 279,415.00		\$ 270,580.00		\$ 306,375.00		\$ 306,484.00		\$ 343,364.80
DRAINAGE													
1002A	500	LF	Furnish & Install 18" RCP	\$ 60.00	\$ 30,000.00	\$ 90.00	\$ 45,000.00	\$ 75.00	\$ 37,500.00	\$ 141.00	\$ 70,500.00	\$ 85.00	\$ 42,500.00
1217	3	EA	Furnish & Install 2-Grate Inlet	\$ 5,500.00	\$ 16,500.00	\$ 6,500.00	\$ 19,500.00	\$ 4,000.00	\$ 12,000.00	\$ 3,650.00	\$ 10,950.00	\$ 7,500.00	\$ 22,500.00
1246A	1	EA	Connect to Existing 18" RCP	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 300.00	\$ 300.00	\$ 3,550.00	\$ 3,550.00	\$ 500.00	\$ 500.00
1505	1	EA	Remove & Dispose of Existing 10' Storm Drainage Inlet	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 2,100.00	\$ 2,100.00	\$ 1,000.00	\$ 1,000.00
2200	1	LS	Providing & Implementing Trench Safety Design	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 600.00	\$ 600.00	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00
2201	500	LF	Providing & Implementing Trench Safety Program	\$ 5.00	\$ 2,500.00	\$ 4.00	\$ 2,000.00	\$ 1.00	\$ 500.00	\$ 2.25	\$ 1,125.00	\$ 1.00	\$ 500.00
DRAINAGE TOTAL					\$ 52,000.00		\$ 71,500.00		\$ 51,400.00		\$ 88,775.00		\$ 67,500.00
BID TOTAL					\$ 331,415.00		\$ 342,080.00		\$ 357,775.00		\$ 395,259.00		\$ 410,864.80

ATTACHMENT 2 - BID TABULATION

Owner: City of Duncanville, Dallas County, Texas		Bidders Name & Address		Bidders Name & Address		Bidders Name & Address		Bidders Name & Address		Bidders Name & Address	
Project: Proposed Alley Improvements		Ratliff Hardscape Ltd		Muniz Construction Inc		Grod Construction LLC		Texas Civil Construction		AXIS Contracting Inc	
		1740 Midway Rd		1835 Garden Springs DR		889 E Rock Island Ave		121 Alexander Ln		PO Box 360715	
		Lewisville TX 75056		Dallas TX 75253		Boyd TX 76023		Royse City TX 75189		Dallas TX 75336	
		817-692-3508		972-557-1385		682-302-3219		972-635-2263		972-557-3672	
		972-221-9905 fax		972-913-8255 fax		682-204-0191 fax		972-635-2267 fax		972-557-2400 fax	
Bid Opens		August 18, 2020 @ 2:00 PM									
Item #	Est. Qty.	Unit	Description	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension
PAVING											
101	1	LS	R.O.W. Preparation (Clearing and Grubbing)	\$ 32,875.00	\$ 32,875.00	\$ 15,000.00	\$ 15,000.00	\$ 9,200.00	\$ 9,200.00	\$ 65,000.00	\$ 65,000.00
102	450	CY	Unclassified Alley Excavation	\$ 10.00	\$ 4,500.00	\$ 25.00	\$ 11,250.00	\$ 130.00	\$ 58,500.00	\$ 26.00	\$ 11,700.00
103	15	LF	For Removing and Disposing Drainage Pipe	\$ 23.75	\$ 356.25	\$ 40.00	\$ 600.00	\$ 61.00	\$ 915.00	\$ 19.00	\$ 285.00
201A	830	SY	Removing Concrete Driveway	\$ 25.00	\$ 20,750.00	\$ 16.00	\$ 13,280.00	\$ 20.00	\$ 16,600.00	\$ 11.00	\$ 9,130.00
201B	410	SF	Removing Sidewalk	\$ 8.75	\$ 3,587.50	\$ 12.00	\$ 4,920.00	\$ 3.00	\$ 1,230.00	\$ 2.00	\$ 820.00
201D	505	SY	Removing Concrete Alley Paving	\$ 23.75	\$ 11,993.75	\$ 17.00	\$ 8,585.00	\$ 19.00	\$ 9,595.00	\$ 11.00	\$ 5,555.00
201E	130	LF	Removing Integral Curb and Gutter	\$ 8.75	\$ 1,137.50	\$ 14.00	\$ 1,820.00	\$ 3.50	\$ 455.00	\$ 5.00	\$ 650.00
201F	55	LF	Removing Separate Curb and Gutter	\$ 8.75	\$ 481.25	\$ 11.00	\$ 605.00	\$ 11.00	\$ 605.00	\$ 5.00	\$ 275.00
202	1480	SY	Removing Existing Asphalt Paving	\$ 23.75	\$ 35,150.00	\$ 9.00	\$ 13,320.00	\$ 12.00	\$ 17,760.00	\$ 5.00	\$ 7,400.00
204	40	LF	Furnish & Install Integral Curb & Gutter	\$ 12.50	\$ 500.00	\$ 22.00	\$ 880.00	\$ 12.00	\$ 480.00	\$ 9.00	\$ 360.00
204A	40	LF	Furnish & Install Separate Curb & Gutter	\$ 31.25	\$ 1,250.00	\$ 25.00	\$ 1,000.00	\$ 62.00	\$ 2,480.00	\$ 50.00	\$ 2,000.00
357	110	SF	Furnish & Install 4-Inch 3,000 PSI Reinforced Concrete Sidewalk	\$ 6.25	\$ 687.50	\$ 6.50	\$ 715.00	\$ 10.00	\$ 1,100.00	\$ 10.00	\$ 1,100.00
358	4	EA	Furnish & Install Barrier Free Ramp	\$ 1,250.00	\$ 5,000.00	\$ 3,000.00	\$ 12,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,300.00	\$ 5,200.00
432	750	SY	Furnish & Install 6-Inch 4,000 PSI Reinforced Concrete Driveway	\$ 61.88	\$ 46,410.00	\$ 72.00	\$ 54,000.00	\$ 60.00	\$ 45,000.00	\$ 90.00	\$ 67,500.00
432A	100	SY	Furnish & Install 6-Inch Exposed Aggregate Reinforced Concrete Driveway	\$ 112.50	\$ 11,250.00	\$ 85.00	\$ 8,500.00	\$ 65.00	\$ 6,500.00	\$ 95.00	\$ 9,500.00
433	170	SF	Furnish & Install Asphalt Alley Transition (6" Full-Depth TY D)	\$ 55.94	\$ 9,509.80	\$ 10.00	\$ 1,700.00	\$ 25.00	\$ 4,250.00	\$ 10.00	\$ 1,700.00
454	1900	SY	Furnish & Install 4,000 PSI Reinforced Concrete Alley Pavement	\$ 74.07	\$ 140,733.00	\$ 77.00	\$ 146,300.00	\$ 83.00	\$ 157,700.00	\$ 90.00	\$ 171,000.00
455	10	SY	Furnish & Install 10-Inch Reinforced Concrete Pavement	\$ 75.94	\$ 759.40	\$ 110.00	\$ 1,100.00	\$ 288.00	\$ 2,880.00	\$ 125.00	\$ 1,250.00
608	450	SY	Furnish & Install Augustine / Bermuda Grass Block Sod	\$ 27.50	\$ 12,375.00	\$ 16.00	\$ 7,200.00	\$ 19.00	\$ 8,550.00	\$ 8.00	\$ 3,600.00
680	10	EA	Furnish & Install Storm Water Inlet Protection / Construction Entrance	\$ 562.50	\$ 5,625.00	\$ 200.00	\$ 2,000.00	\$ 550.00	\$ 5,500.00	\$ 100.00	\$ 1,000.00
20100	2	EA	Project Sign	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00
20200	4	MO	Barricades, Signs and Traffic Handling	\$ 4,625.00	\$ 18,500.00	\$ 2,500.00	\$ 10,000.00	\$ 2,100.00	\$ 8,400.00	\$ 1,200.00	\$ 4,800.00
PAVING TOTAL					\$ 365,430.95		\$ 316,975.00		\$ 364,900.00		\$ 371,025.00
DRAINAGE											
1002A	500	LF	Furnish & Install 18" RCP	\$ 113.75	\$ 56,875.00	\$ 160.00	\$ 80,000.00	\$ 150.00	\$ 75,000.00	\$ 145.00	\$ 72,500.00
1217	3	EA	Furnish & Install 2-Grate Inlet	\$ 3,912.50	\$ 11,737.50	\$ 13,000.00	\$ 39,000.00	\$ 4,500.00	\$ 13,500.00	\$ 4,250.00	\$ 12,750.00
1246A	1	EA	Connect to Existing 18" RCP	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 850.00	\$ 850.00
1505	1	EA	Remove & Dispose of Existing 10' Storm Drainage Inlet	\$ 975.00	\$ 975.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00
2200	1	LS	Providing & Implementing Trench Safety Design	\$ 81.25	\$ 81.25	\$ 1,500.00	\$ 1,500.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00
2201	500	LF	Providing & Implementing Trench Safety Program	\$ 5.00	\$ 2,500.00	\$ 2.00	\$ 1,000.00	\$ 4.00	\$ 2,000.00	\$ 3.00	\$ 1,500.00
DRAINAGE TOTAL					\$ 73,168.75		\$ 125,000.00		\$ 94,450.00		\$ 89,500.00
BID TOTAL					\$ 438,599.70		\$ 441,975.00		\$ 459,350.00		\$ 460,525.00

ATTACHMENT 2 - BID TABULATION

Owner:		City of Duncanville, Dallas County, Texas		Bidders Name & Address		Bidders Name & Address	
Project:		Proposed Alley Improvements Madrid Dr Alley From San Juan Dr to Cockrell Hill Alley Reconstruction and Drainage IFB NO. 20-015		Arreguin Group Inc 3436 North I-35E Lancaster TX 75134 214-484-3139 214-484-3305 fax		New World Contracting LLC 11127 Shady Trail Ste 104 Dallas TX 75229 214-812-9429 214-9122 fax	
Bid Opens		August 18, 2020 @ 2:00 PM					
Item #	Est. Qty.	Unit	Description	Unit Bid Price Materials	Total Bid Extension	Unit Bid Price Materials	Total Bid Extension
			PAVING				
101	1	LS	R.O.W. Preparation (Clearing and Grubbing)	\$ 24,909.00	\$ 24,909.00	\$ 10,838.00	\$ 10,838.00
102	450	CY	Unclassified Alley Excavation	\$ 35.00	\$ 15,750.00	\$ 73.00	\$ 32,850.00
103	15	LF	For Removing and Disposing Drainage Pipe	\$ 65.00	\$ 975.00	\$ 54.00	\$ 810.00
201A	830	SY	Removing Concrete Driveway	\$ 25.00	\$ 20,750.00	\$ 16.00	\$ 13,280.00
201B	410	SF	Removing Sidewalk	\$ 20.00	\$ 8,200.00	\$ 1.00	\$ 410.00
201D	505	SY	Removing Concrete Alley Paving	\$ 26.00	\$ 13,130.00	\$ 19.00	\$ 9,595.00
201E	130	LF	Removing Integral Curb and Gutter	\$ 20.00	\$ 2,600.00	\$ 7.00	\$ 910.00
201F	55	LF	Removing Separate Curb and Gutter	\$ 20.00	\$ 1,100.00	\$ 7.00	\$ 385.00
202	1480	SY	Removing Existing Asphalt Paving	\$ 18.00	\$ 26,640.00	\$ 7.00	\$ 10,360.00
204	40	LF	Furnish & Install Integral Curb & Gutter	\$ 36.00	\$ 1,440.00	\$ 43.00	\$ 1,720.00
204A	40	LF	Furnish & Install Separate Curb & Gutter	\$ 45.00	\$ 1,800.00	\$ 49.00	\$ 1,960.00
357	110	SF	Furnish & Install 4-Inch 3,000 PSI Reinforced Concrete Sidewalk	\$ 8.95	\$ 984.50	\$ 16.00	\$ 1,760.00
358	4	EA	Furnish & Install Barrier Free Ramp	\$ 2,900.00	\$ 11,600.00	\$ 2,841.00	\$ 11,364.00
432	750	SY	Furnish & Install 6-Inch 4,000 PSI Reinforced Concrete Driveway	\$ 76.00	\$ 57,000.00	\$ 108.00	\$ 81,000.00
432A	100	SY	Furnish & Install 6-Inch Exposed Aggregate Reinforced Concrete Driveway	\$ 110.00	\$ 11,000.00	\$ 115.00	\$ 11,500.00
433	170	SF	Furnish & Install Asphalt Alley Transition (6" Full-Depth TY D)	\$ 10.50	\$ 1,785.00	\$ 108.00	\$ 18,360.00
454	1900	SY	Furnish & Install 4,000 PSI Reinforced Concrete Alley Pavement	\$ 76.00	\$ 144,400.00	\$ 115.00	\$ 218,500.00
455	10	SY	Furnish & Install 10-Inch Reinforced Concrete Pavement	\$ 120.00	\$ 1,200.00	\$ 135.00	\$ 1,350.00
608	450	SY	Furnish & Install Augustine / Bermuda Grass Block Sod	\$ 14.50	\$ 6,525.00	\$ 8.00	\$ 3,600.00
680	10	EA	Furnish & Install Storm Water Inlet Protection / Construction Entrance	\$ 550.00	\$ 5,500.00	\$ 1,252.00	\$ 12,520.00
20100	2	EA	Project Sign	\$ 650.00	\$ 1,300.00	\$ 744.00	\$ 1,488.00
20200	4	MO	Barricades, Signs and Traffic Handling	\$ 1,750.00	\$ 7,000.00	\$ 4,059.00	\$ 16,236.00
			PAVING TOTAL		\$ 365,588.50		\$ 460,796.00
			DRAINAGE				
1002A	500	LF	Furnish & Install 18" RCP	\$ 145.00	\$ 72,500.00	\$ 120.00	\$ 60,000.00
1217	3	EA	Furnish & Install 2-Grate Inlet	\$ 5,600.00	\$ 16,800.00	\$ 4,759.00	\$ 14,277.00
1246A	1	EA	Connect to Existing 18" RCP	\$ 3,600.00	\$ 3,600.00	\$ 1,700.00	\$ 1,700.00
1505	1	EA	Remove & Dispose of Existing 10' Storm Drainage Inlet	\$ 3,000.00	\$ 3,000.00	\$ 1,360.00	\$ 1,360.00
2200	1	LS	Providing & Implementing Trench Safety Design	\$ 3,500.00	\$ 3,500.00	\$ 1,360.00	\$ 1,360.00
2201	500	LF	Providing & Implementing Trench Safety Program	\$ 7.00	\$ 3,500.00	\$ 2.00	\$ 1,000.00
			DRAINAGE TOTAL		\$ 102,900.00		\$ 79,697.00
			BID TOTAL		\$ 468,488.50		\$ 540,493.00

RESOLUTION NO. 2020-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO AWARD A CONTRACT FOR IFB #20-015 ALLEY RECONSTRUCTION AND DRAINAGE IMPROVEMENTS BETWEEN MADRID DRIVE AND GRANADA DRIVE (FROM SAN JUAN DRIVE TO SOUTH COCKRELL HILL ROAD) TO CCGMG, LLC. SERIES B, IN THE AMOUNT OF \$331,415.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to provide improvements to the alleys and drainage between Madrid Drive and Granada Drive within the City of Duncanville; and

WHEREAS, the City has taken competitive sealed bids and recommends the award of the bid to the lowest responsible bidder meeting specifications for the amount bid as per IFB #20-015; and

WHEREAS, the City Council of the City of Duncanville, Texas desires to award the bid to CCGMG, LLC. for the amount bid and authorize the execution of the necessary documents to procure said services.

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

SECTION 1. That the City hereby awards IFB #20015 bid to purchase improvements to the alleys and drainage of Madrid Drive and Granada Drive (from San Juan Drive to South Cockrell Hill).

SECTION 2. That the City Council of the City of Duncanville, Texas authorizes the awarding of contract #20-015 in the amount not to exceed \$331,415.00 to CCGMG, LLC. SERIES B.

SECTION 3. That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 4. That this resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 1st day of September, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

FY 2020 ALLEY IMPROVEMENTS – MADRID DR. ALLEY FROM SAN JUAN DR. TO COCKRELL HILL RD.
BID SCHEDULE

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PAVING IMPROVEMENTS				
101	1 LS	R.O.W. PREPARATION (CLEARING AND GRUBBING), COMPLETE IN PLACE FOR <i>Ten thousand</i> DOLLARS AND <i>zero</i> CENTS PER LS	<i>\$10,000</i>	<i>\$ 10,000</i>
102	450 CY	UNCLASSIFIED ALLEY EXCAVATION, COMPLETE IN PLACE FOR <i>Twelve</i> DOLLARS AND <i>zero</i> CENTS PER CY	<i>\$ 12</i>	<i>\$ 5,400</i>
103	15 LF	FOR REMOVING AND DISPOSING DRAINAGE PIPE, COMPLETE IN PLACE FOR <i>Twenty</i> DOLLARS AND <i>zero</i> CENTS PER LF	<i>\$ 20</i>	<i>\$ 300</i>
201A	830 SY	REMOVING CONCRETE DRIVEWAY, COMPLETE IN PLACE FOR <i>Eighteen</i> DOLLARS AND <i>zero</i> CENTS PER SY	<i>\$ 18</i>	<i>\$ 14,940</i>
201B	410 SF	REMOVING SIDEWALK, COMPLETE IN PLACE FOR <i>Two</i> DOLLARS AND <i>zero</i> CENTS PER SF	<i>\$ 200</i>	<i>\$ 820</i>
201D	505 SY	REMOVING CONCRETE ALLEY PAVING, COMPLETE IN PLACE FOR <i>Twenty Five</i> DOLLARS AND <i>zero</i> CENTS PER SY	<i>\$ 25</i>	<i>\$ 12,625</i>
201E	130 LF	REMOVING INTEGRAL CURB AND GUTTER, COMPLETE IN PLACE FOR <i>Twenty</i> DOLLARS AND <i>zero</i> CENTS PER LF	<i>\$ 20</i>	<i>\$ 2,600</i>
201F	55 LF	REMOVING SEPARATE CURB AND GUTTER, COMPLETE IN PLACE FOR <i>Twenty</i> DOLLARS AND <i>zero</i> CENTS PER LF	<i>\$ 20</i>	<i>\$ 1,100</i>

EXHIBIT A

FY 2020 ALLEY IMPROVEMENTS – MADRID DR. ALLEY FROM SAN JUAN DR. TO COCKRELL HILL RD.

BID SCHEDULE

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
202	1,480 SY	REMOVING EXISTING ASPHALT PAVING, COMPLETE IN PLACE FOR <i>Thirteen</i>		
		DOLLARS AND <i>Zero</i>	\$ <i>13</i>	\$ <i>19,240</i>
		CENTS PER SY		
204	40 LF	FURNISH & INSTALL INTEGRAL CURB & GUTTER, COMPLETE IN PLACE FOR <i>Twenty Five</i>		
		DOLLARS AND <i>Zero</i>	\$ <i>25</i>	\$ <i>1,000</i>
		CENTS PER LF		
204A	40 LF	FURNISH & INSTALL SEPARATE CURB & GUTTER, COMPLETE IN PLACE FOR <i>Twenty</i>		
		DOLLARS AND <i>Zero</i>	\$ <i>20</i>	\$ <i>800</i>
		CENTS PER LF		
357	110 SF	FURNISH & INSTALL 4-INCH 3,000 PSI REINFORCED CONCRETE SIDEWALK, COMPLETE IN PLACE FOR <i>Nine</i>		
		DOLLARS AND <i>Zero</i>	\$ <i>9</i>	\$ <i>990</i>
		CENTS PER SF		
358	4 EA	FURNISH & INSTALL BARRIER FREE RAMP, COMPLETED IN PLACE FOR <i>One thousand</i>		
		DOLLARS AND <i>Zero</i>	\$ <i>1,000</i>	\$ <i>4,000</i>
		CENTS PER EA		
432	750 SY	FURNISH & INSTALL 6-INCH 4,000 PSI REINFORCED CONCRETE DRIVEWAY, COMPLETE IN PLACE FOR <i>Sixty Five</i>		
		DOLLARS AND <i>Zero</i>	\$ <i>65</i>	\$ <i>48,750</i>
		CENTS PER SY		
432A	100 SY	FURNISH & INSTALL 6-INCH EXPOSED AGGREGATE REINFORCED CONCRETE DRIVEWAY, COMPLETE IN PLACE FOR <i>Seventy Five</i>		
		DOLLARS AND <i>Zero</i>	\$ <i>75</i>	\$ <i>7,500</i>
		CENTS PER SY		
433	170 SF	FURNISH & INSTALL ASPHALT ALLEY TRANSITION (6" FULL-DEPTH TY D), COMPLETE IN PLACE FOR <i>Ten</i>		
		DOLLARS AND <i>Zero</i>	\$ <i>10</i>	\$ <i>1,700</i>
		CENTS PER SF		

EXHIBIT A

FY 2020 ALLEY IMPROVEMENTS – MADRID DR. ALLEY FROM SAN JUAN DR. TO COCKRELL HILL RD.

BID SCHEDULE

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
454	1,900 SY	FURNISH & INSTALL 4,000 PSI REINFORCED CONCRETE ALLEY PAVEMENT, COMPLETE IN PLACE FOR		
		<u>Seventy</u>		
		DOLLARS AND <u>Zero</u>	\$ <u>70</u>	\$ <u>133,000</u>
		CENTS PER SY		
455	10 SY	FURNISH & INSTALL 10-INCH REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE FOR		
		<u>One hundred fifty</u>		
		DOLLARS AND <u>Zero</u>	\$ <u>150</u>	\$ <u>1,500</u>
		CENTS PER SY		
608	450 SY	FURNISH & INSTALL AUGUSTINE / BERMUDA GRASS BLOCK SOD, COMPLETE IN PLACE FOR		
		<u>Seven</u>		
		DOLLARS AND <u>Zero</u>	\$ <u>7</u>	\$ <u>3,150</u>
		CENTS PER SY		
680	10 EA	FURNISH & INSTALL STORM WATER INLET PROTECTION / CONSTRUCTION ENTRANCE, COMPLETE IN PLACE FOR		
		<u>Fifty</u>		
		DOLLARS AND <u>Zero</u>	\$ <u>50</u>	\$ <u>500</u>
		CENTS PER EA		
20100	2 EA	PROJECT SIGN, COMPLETE IN PLACE FOR		
		<u>seven hundred fifty</u>		
		DOLLARS AND <u>Zero</u>	\$ <u>750</u>	\$ <u>1,500</u>
		CENTS PER EA		
20200	4 MO	BARRICADES, SIGNS AND TRAFFIC HANDLING, COMPLETE IN PLACE FOR		
		<u>Two thousand</u>		
		DOLLARS AND <u>Zero</u>	\$ <u>2,000</u>	\$ <u>8,000</u>
		CENTS PER MO		

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
DRAINAGE IMPROVEMENTS				
1002A	500 LF	FURNISH & INSTALL 18" RCP, COMPLETE IN PLACE FOR		
		<u>Sixty</u>		
		DOLLARS AND <u>Zero</u>	\$ <u>600</u>	\$ <u>30,000</u>
		CENTS PER LF		

EXHIBIT A

FY 2020 ALLEY IMPROVEMENTS – MADRID DR. ALLEY FROM SAN JUAN DR. TO COCKRELL HILL RD.
BID SCHEDULE

ITEM No.	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
1217	3 EA	FURNISH & INSTALL 2-GRATE INLET, COMPLETE IN PLACE FOR <i>Five thousand five hundred</i> DOLLARS AND <i>Zero</i> CENTS PER EA	<i>\$5,500</i>	<i>\$16,500</i>
1246A	1 EA	CONNECT TO EXISTING 18" RCP, COMPLETE IN PLACE FOR <i>One thousand</i> DOLLARS AND <i>Zero</i> CENTS PER EA	<i>\$1,000</i>	<i>\$1,000</i>
1505	1 EA	REMOVE & DISPOSE OF EXISTING 10' STORM DRAINAGE INLET, COMPLETE IN PLACE FOR <i>One thousand</i> DOLLARS AND <i>Zero</i> CENTS PER EA	<i>\$1,000</i>	<i>\$1,000</i>
2200	1 LS	PROVIDING & IMPLEMENTING TRENCH SAFETY DESIGN, COMPLETE IN PLACE FOR <i>One thousand</i> DOLLARS AND <i>Zero</i> CENTS PER LS	<i>\$1,000</i>	<i>\$1,000</i>
2201	500 LF	PROVIDING & IMPLEMENTING TRENCH SAFETY PROGRAM, COMPLETE IN PLACE FOR <i>Five</i> DOLLARS AND <i>Zero</i> CENTS PER EA	<i>\$ 5.00</i>	<i>\$ 2,500</i>

EXHIBIT A

FY 2020 ALLEY IMPROVEMENTS – MADRID DR. ALLEY FROM SAN JUAN DR. TO COCKRELL HILL RD.
BID SCHEDULE

Subtotal Paving: \$ 279,415Subtotal Drainage: \$ 52,000Total Cost: \$ 331,415Company Name: CCGM LLC Series BAddress: 8523 CF Hawn Fwy - Dallas, Tx. 75217Authorized Contact (Print): Brindis Perez VelazquezSignature: Telephone: (469) 324-7770 Fax: —

SAM Search Results
List of records matching your search for :

Search Term : CCGMG, LLC*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 01 Sep 2020

TITLE:

Consider a Resolution authorizing a Cooperative Purchasing Agreement with Siddons-Martin Emergency Group through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Agreement Contract #FS12-19 for a new fire engine in the expenditure amount of \$781,719.75.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Sam Rohde, Fire Chief
Bryan G. Ramey, II; P.E., Public Works Director
Asa Low, Equipment Superintendent
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The Equipment Services Division of the Public Works Department reviews the Fleet Rotation Schedule annually to determine which vehicles have reached their useful life and which vehicles need to be replaced. Factors used in reaching this determination are age, miles/hours, and maintenance requirements. Following this determination, a meeting is held with the various departments and City Manager to discuss the vehicles on the rotation schedule, and a joint decision of vehicle replacement is decided in this meeting.

The normal service life of a fire engine is twenty years – ten years as a front-line apparatus and ten years as a reserve apparatus. The current pumper fire apparatus at Station 271 is due for replacement in the Fleet Replacement Schedule. It has been in service since 2011 and will have been in front line service for ten years once the new fire apparatus is received. This current fire apparatus will move into reserve status when the new pumper fire apparatus is received. The current reserve fire apparatus at Station 271 will be auctioned in accordance with state law. The proceeds will be placed into the Fleet Rotation Fund. The proposed replacement is a Pierce Ultimate Configuration (PUC) body pumper which includes four doors, full-tilt, aluminum cab, aluminum body, single axle, and a 1500 gallon per minute pumper. (Example picture attached)

Staff recommends making the full payment for this new apparatus at the time the order is placed. Pierce Manufacturing offers a discounted price when the customer makes a 100% prepay for the order. The listed purchase price for the new fire apparatus is \$807,827.00 plus the \$2,000 HGAC fee. The prepay discount brings that price down to \$779,719.75 plus the \$2,000 HGAC purchase fee, for a final price of \$781,719.75. This will represent a large savings for the City of Duncanville. The 100%

prepay discount was utilized with the purchase of the current front-line fire apparatus in 2011 and the purchase of the Quint fire apparatus purchase in 2016.

During the FY20-21 budget process, \$782,898.00 was allocated toward the replacement of the identified equipment.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for purchase of the item. TIPS contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

\$782,898 is available in the Fleet Rotation Fund budget for this expenditure.

Contract Log #:

1421

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing a Cooperative Purchasing Agreement with Siddons-Martin Emergency Group through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Agreement Contract #FS12-19 for a new fire engine in the expenditure amount of \$781,719.75.

ATTACHMENTS:

[Pierce Fire Engine Pictures](#)

[Attachment 1 - Resolution No. - 2020-066 - Fire Engine - Make Ready Services w/Siddons-Martin Emergency Group with Exhibits](#)

[Attachment 2 - SAMS-Siddons Martin Emergency Group LLC-2020](#)

Pierce PUC Fire Engine

(pictures from Pierce web page)



RESOLUTION NO. 2020-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PROCUREMENT OF A NEW VEHICLE MAKE READY SERVICES WITH SIDDONS-MARTIN EMERGENCY GROUP THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE CONTRACT #FS12-19 FOR A NEW FIRE ENGINE IN THE EXPENDITURE AMOUNT OF \$781,719.75; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure a new fire apparatus as part of safe and efficient Fire Department operations; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Houston-Galveston Area Council (H-GAC) under contract # FS12-19 for products and services; and

WHEREAS, the Houston Galveston Area Council (H-GAC) has been awarded a contract for fire apparatus.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves procurement of a new Pierce fire engine from Siddons-Martin Emergency Group, L.L.C. through a Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Agreement for a new fire engine in the expenditure amount of \$781,719.75.

SECTION 2. That the City Council of the City of Duncanville authorizes the pre-payment for this purchase subject to the issuance of a performance bond.

SECTION 3. That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 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 1st day of September, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Siddons Martin Emergency Group, LLC - Public Services -- 19-01022

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Siddons Martin Emergency Group, LLC, hereinafter referred to as the Contractor, having its principal place of business at 1362 E Richey Road, Houston, TX 77073.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

EXHIBIT A

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Dec 01 2019 and ends Nov 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

EXHIBIT A

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

EXHIBIT A

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

EXHIBIT A

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

EXHIBIT A

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

DocuSign Envelope ID: 70ECF892-AF07-49E3-BF5D-9D214DA242AF

EXHIBIT A

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Siddons Martin Emergency Group, LLC

DocuSigned by:
Jeffrey A. Doran
Signature B2D885F9B5D14E7...

Name Jeffrey A. Doran

Title G.M.-Sales Operation

Date 11/22/2019

H-GAC DocuSigned by:

Signature *Chuck Wemple*
B2F1C270B954361473

Name Chuck Wemple

Title Executive Director

Date 11/22/2019

EXHIBIT A

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Siddons Martin Emergency Group, LLC - Public Services - 19-01022

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

EXHIBIT A

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder.

Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER's** payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. General Liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

EXHIBIT A

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

DocuSign Envelope ID: 70ECF892-AF07-49E3-BF5D-9D214DA242AF

EXHIBIT A

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

DocuSign Envelope ID: 70ECF892-AF07-49E3-BF5D-9D214DA242AF

EXHIBIT A

Attachment A		
Siddons Martin Emergency Group LLC		
Fire Service Apparatus (All Types)		
Contract No. FS12-19		
V. Pierce		
** These units can be sold both inside and outside Texas**		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
FS19VA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)	\$841,899.00
FS19VA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)	\$875,497.00
FS19VA03	Pierce Enforcer Chassis 4-Door 75' Aluminum Rear Mounted Telescoping Ladder, Formed Aluminum Body	\$827,652.00
FS19VA04	Pierce Arrow Chassis 4-Door 100' Aluminum Rear Mount Aerial, Aluminum Body, Tandem Axle	\$1,126,674.00
FS19VA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	\$936,103.00
FS19VA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder	\$981,819.00
FS19VA07	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform	\$1,031,013.00
FS19VA08	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	\$982,626.00
FS19VA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform	\$1,322,460.00
FS19VA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	\$1,254,844.00
FS19VA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	\$1,266,367.00
B. Wildland Fire Apparatus		
FS19VB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	\$138,870.00
FS19VB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank	\$215,358.00
FS19VB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	\$364,240.00
C. Pumper Fire Apparatus		
FS19VC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$264,379.00
FS19VC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$273,152.00
FS19VC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$267,171.00
FS19VC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$275,936.00
FS19VC06	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$456,160.00
FS19VC07	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$492,768.00

DocuSign Envelope ID: 70ECF892-AF07-49E3-BF5D-9D214DA242AF

EXHIBIT A

FS19VC08	Pierce Velocity, 4- Door Full Tilt Cab, Aluminum Long Body, 1250 gpm mid-mounted Pump	\$578,586.00
FS19VC09	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	\$643,725.00
D. Special Service Apparatus (Walk-In Bodies) Multi-use: Rescue, RE-Hab, Hazmat, Mobile Command Center		
FS19VD01	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	\$154,273.00
FS19VD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$208,337.00
FS19VD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$210,190.00
FS19VD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$204,051.00
FS19VD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$214,955.00
FS19VD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Encore Body 18.5'	\$396,673.00
FS19VD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body	\$497,432.00
FS19VD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body	\$609,953.00
FS19VD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$300,407.00
FS19VD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$302,928.00
FS19VD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$298,047.00
FS19VD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$305,177.00
FS19VD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body	\$598,680.00
FS19VD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body	\$704,579.00
FS19VD15	Pierce Velocity 2-Door, Aluminum Cab, Tandem Axle, Combination Formed Aluminum Body	\$747,407.00
FS19VD16	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in Communications Body	\$776,914.00
E. Pumper/Tankers & Tankers		
FS19VE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$276,292.00
FS19VE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$279,029.00
FS19VE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$276,490.00
FS19VE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	\$303,543.00
FS19VE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	\$508,722.00
FS19VE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	\$584,155.00
FS19VE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$304,897.00
FS19VE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$317,114.00
FS19VE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$294,582.00
FS19VE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	\$305,758.00
FS19VE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$507,029.00
FS19VE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$602,900.00

DocuSign Envelope ID: 70ECF892-AF07-49E3-BF5D-9D214DA242AF

EXHIBIT A

FS19VE13	Pierce Velocity, 4-Door Aluminum Cab, Tandem Axle, Aluminum Pumper/Tanker 2000 Gallon Body, 1500 GPM Pump	\$630,280.00
U. OshKosh		
** These units can be sold both inside and outside Texas**		
F. Airport Rescue Fire-Fighting Vehicles		
FS19UF01	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (1500 gal.), Foam Tank Capacity (210 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$796,194.00
FS19UF02	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$856,692.00
FS19UF03	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$1,000,033.00
FS19UF04	Oshkosh New Generation Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	\$1,159,700.00
FS19UF05	Oshkosh Stinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds.	\$337,137.00
FS19UF06	Oshkosh H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	\$339,040.00
FS19UF07	Oshkosh HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	\$391,249.00
FS19UF08	Oshkosh P-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 51,000 GVWR, Single Axle	\$298,513.00

EXHIBIT B

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	FS12-19	Date Prepared:	07/06/20
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	Duncanville FD			Contractor:	Siddons-Martin Emergency Group		
Contact Person:	Asst. Chief Greg Chase			Prepared By:	Jeff Doran		
Phone:	979-324-8929			Phone:	800-784-6806		
Fax:	N/A			Fax:			
Email:	gchase@duncanville.com			Email:	jdoran@siddons-martin.com		
Product Code:	FS19VC09	Description:	Velocity Pumper PUC				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$643,725.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
					Subtotal From Additional Sheet(s):		\$102,334.00
					Subtotal B:		\$102,334.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary							
Description		Cost	Description		Cost		
					Subtotal From Additional Sheet(s):		\$61,768.00
					Subtotal C:		\$61,768.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).							For this transaction the percentage is:
							8.28%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:	807827	=	Subtotal D:		\$807,827.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)							Subtotal E:
							\$2,000.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Chassis Pre-Payment Discount		-\$12,191.00					
100% Pre-Payment Discount		-\$14,541.00					
Preferred Customer Discount		-\$1,375.25					
					Subtotal F:		-\$28,107.25
Delivery Date:		10.0 - 11.0 Months ARO		G. Total Purchase Price (D+E+F):		\$781,719.75	

EXHIBIT B

Pulse			Published	Unpublished
Number	Qty	Description	Options	Options
0564230	1	Credit Dash to Velocity Chassis		-\$2,048.00
117	1	Tire Chains - Rear Axle	\$4,368.00	
134	1	Air inlet-outlet	\$724.00	
136	1	12 or 120 volt air compressor	\$1,855.00	
137	1	Brake fittings compression type	\$1,437.00	
0733932	1	Upgrade Engine, Cummins X12, 500 hp		\$9,891.00
0582243	1	Shutoff Valves, Fuel Line at Primary Filter		\$348.00
0578959	1	Fuel/Water Separator		\$515.00
151	1	Aggressive Down shift	\$143.00	
159	1	Add Extended Bumper	\$2,335.00	
161	1	Bumper tray with cover	\$968.00	
0630813	1	Cover, Aluminum Treadplate		\$603.00
166	1	Linex Bumper Coating	\$417.00	
176	1	Electric Door locks	\$1,159.00	
190	1	Handrail with LED Lighting Cab	\$576.00	
0123686	1	Drip Rail, Cab Roof		\$328.00
174	1	Mounting plate on engine tunnel	\$505.00	
0658084	1	Work Surface, 3/16" Alum, Engine Tunnel		\$375.00
0734343	1	Cabinet, Rr Fcng, LS 24 W x 40.5 H x 26 D		\$2,725.00
186	1	EMS Compartment in Cab	\$2,668.00	
208	2	Spare 12 volt power (each)	\$238.00	
209	1	Radio with Weatherband	\$1,070.00	
214	1	Install Customer GPS	\$381.00	
221	1	Camera System Rear only	\$1,087.00	
0736492	1	Camera System, Pierce, 7" PP Monitor, Camera on PushUp Pole		\$2,259.00
238	1	Blue Sea 40 amp	\$1,712.00	
245	2	Auto-eject 20 amp	\$1,082.00	
0018588	1	Jumper Studs, At Driver Side Cab Step		\$516.00
0667470	1	Wiring, Deutsch Connectors, 4 Pin Warning Lights		\$622.00
264	4	12 volt LED Flood Recessed or surface (per light) B	\$7,408.00	
254	1	LED body perimeter additional	\$1,978.00	
275	1	Hose Bed Cover, Aluminum	\$5,853.00	
0538045	1	Flap, Rear of Alum Hose Bed Cover		\$443.00
310	3	Adjustable Compartment shelves	\$600.00	
317	1	Tilt-out adjustable tray	\$704.00	
314	2	Slide-out floor tray	\$1,684.00	
312	1	Swing-out tool board	\$1,747.00	
114252	1	Custom Poly Tool Trays/Shelf Inserts		\$3,500.00
0558497	1	Drawer Assembly, CTECH, Three Drawers		\$1,515.00
0519798	1	Little Giant Ladder Storage		\$361.00
0755538	2	Toolboard, Back Wall Mounted		\$1,057.00
329	2	Extinguisher Compartment	\$1,340.00	
0622393	1	Compt, Air Pack in Fender Panel		\$1,108.00
569	1	Little Giant Ladder	\$639.00	
0539402	1	Compt, Pike Poles/Fld Ldr in Upper Body		\$1,849.00
423	1	Chrome Bell with manual pull string	\$1,702.00	
334	1	Increase Pump from 1250 to 1500 gpm	\$2,682.00	
303	1	Direct Tank Fill Manual	\$1,346.00	
0687773	1	Valves, Elkhart Unibody - All Ball Valves		\$629.00
345	1	Preconnect 1.5" with 2.0" plumbing - Speed or cross	\$2,424.00	
0516865	1	Upgrade Outlet, 3.00" Deluge w/2.5" Valve, w/ Electric Extender 18"		\$4,188.00
0624465	1	Monitor, Elkhart Cobra EXM 7200, Electric, Panel and Wireless Remote Control		\$10,843.00
0058724	1	Nozzle, Elkhart SM-1250E, 1,250 GPM - Electric		\$2,144.00
379	1	Pierce Husky 12 Single Agent (5) discharge	\$18,353.00	
366	1	Crosslay roll-up door enclosure	\$2,684.00	

EXHIBIT B

296	1	LED Compartment Lighting base upgrade lighting	\$1,883.00	
0750916	1	Crosslays, (2) 1.5", w/Poly Trays		\$6,183.00
0750900	1	Crosslay, (1) 2.50", W/Poly Trays, PUC		\$4,514.00
0552481	1	Refill, Foam Tank, Single Tank		\$1,060.00
0540224	1	Foam Cell, 25 Gallon, Reduce Water, PUC		\$1,716.00
392	3	Tank Level LED Group	\$4,104.00	
0016065	1	Control, Air Horn		\$460.00
422	1	Q2B Siren	\$4,122.00	
0778761	1	Upgrade Lightbar		\$4,064.00
266	1	Tail lighting LED Upgrade	\$1,476.00	
403	1	LED Emergency Light Package	\$12,466.00	
461	1	Electrical Receptacle duplex (per each) 15 or 20 amp	\$299.00	
495	1	Two-tone Cab paint	\$2,233.00	
503	1	Graphics upgrade 1	\$1,882.00	
		#N/A	\$0.00	
		#N/A	\$0.00	
		#N/A	\$0.00	
		#N/A	\$0.00	
		#N/A	\$0.00	
		#N/A	\$0.00	

Base Bid	\$643,725.00	
Published Options	\$102,334.00	
Total Published Options	\$746,059.00	
Unpublished Options	\$61,768.00	8.28%
Total Options w/o HGAC Fee	\$807,827.00	

SAM Search Results
List of records matching your search for :

Search Term : Siddons Martin Emergency Group, LLC*
Record Status: Active

ENTITY	Siddons Martin Emergency Group, LLC	Status: Active
DUNS: 065861693	+4:	CAGE Code: 6Y5E7 DoDAAC:
Expiration Date: 08/10/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1362 E Richey Rd		
City: Houston	State/Province: TEXAS	
ZIP Code: 77073-3505	Country: UNITED STATES	



STAFF REPORT

MEETING: City Council - 01 Sep 2020

TITLE:

Consider a Resolution approving the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant Program (JAG) Funding, to be administered by the City of Dallas, in the amount of \$8,678.48; and approve the purchase of ballistic helmets commensurate with the award amount.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Chief Robert D. Brown, Jr.

BACKGROUND/HISTORY:

The Edward Byrne Memorial Justice Assistance Grant (JAG) is administered by the U.S. Department of Justice. Each year, many law enforcement agencies across the United States receive funding from the JAG that is used for improvements in the criminal justice system such as purchasing equipment, hiring additional personnel, or funding crime-control programs.

The federal government, in relation to the JAG program, considers the Metroplex a "disparate jurisdiction." Knowing that the cities surrounding Dallas vie for funds between each other, and each bear unique economic characteristics and population strengths, the U.S. Department of Justice devised a program within JAG called "Fund Share." The Fund Share allows the chief executive officer of one of the eligible units of local government in the disparate jurisdiction, to submit a joint application for JAG funds, on behalf of the other eligible units of local governments within that jurisdiction, and to act as the fiscal agent for them in administering the JAG Funds. "This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not, yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality's award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity." In our case, the City of Dallas is this fiscal agent and is charged with the administration of the funds, the distribution of the funds, and onsite visits and inspections to ensure the funds are being utilized appropriately. The Duncanville Police Department has never failed one of these inspections and continues to get high praise in this area. The award amount is based on a jurisdiction's Uniform Crime Reporting (UCR) data over the previous three years. Therefore, the award amount for each city is different. The actual awarding of funding is not typically realized for about a year from notification of the award.

This year, the Duncanville Police Department was awarded \$13,331.00 out of a total allocation of \$916,404.00 to the region. After transferring monies to the county and administration fees to the City of Dallas, the City of Duncanville will receive a final allocation of \$8,678.48.

The City of Duncanville intends to expend the entirety of the award on the following:

1. Five Level IIIA Ballistic Helmets with rails, cut for tactical wear. Our tactical team's ballistic helmets must be replaced in accordance with factory and NIJ standards. These helmets protect officers from higher threat levels than regular helmets. Officers are increasingly coming under fire from civilians who are armed with higher powered firearms. (\$4,500.00)
2. Fourteen Level IIIA Ballistic Helmets for patrol officers. Currently our patrol officers do not have reliable access to ballistic helmets. These helmets will provide added protection when officers are faced with increased levels of threat. Officers are increasingly coming under fire from civilians who are armed with higher powered firearms. This threat extends from the SWAT team to patrol. (\$4,200.00)

The City of Duncanville understands that the total for the above listed items is \$8,700.00. The City of Duncanville will use other departmental funds to cover the shortage of \$21.52.

POLICY EXPLANATION:

There is no specific policy impact in the acceptance of this grant.

FUNDING SOURCE:

Upon application approval and Council acceptance of the awarded funds, the awarded funds will be deposited into an interest-bearing account for use by the Duncanville Police Department for previously approved and budgeted items.

Contract Log #:

1123R

RECOMMENDATION:

Staff recommends approval of a Resolution approving the application for and acceptance of The Edward Byrne Memorial Justice Assistance Grant Program (JAG) Funding, to be administered by the City of Dallas, in the amount of \$8,678.48; and approve the purchase of ballistic helmets commensurate with the award amount.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2019-082R - Application for Edward Byrne Memorial Justice Assistance Grant Program \(JAG\) Funding](#)

RESOLUTION NO. 2019-082R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE SUBMITTAL AND ACCEPTANCE OF THE FY2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) FUNDING, TO BE ADMINISTERED BY THE CITY OF DALLAS, IN THE AMOUNT OF \$8,678.48; AND, APPROVE THE PURCHASE OF BALLISTIC HELMETS COMMENSURATE WITH THE AWARD AMOUNT; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is eligible to receive funding from the Edward Byrne Memorial Justice Assistance Grant Program; and

WHEREAS, the City of Duncanville has been notified that funds in the amount of \$8,678.48 are available to the City of Duncanville for the City's Fiscal Year 2021 - 2022 budget; and

WHEREAS, the Duncanville City Council agrees that in the event of loss or misuse of the U.S. Department of Justice funds, the City Council assures that the funds will be returned to the U.S. Department of Justice in full; and

WHEREAS, the Duncanville City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

SECTION 1. The City Council authorizes the Duncanville Police Department to apply for and accept the U.S. Department of Justice Fund Share Grant to purchase Ballistic Helmets in the amount of \$8,678.48 on behalf of the City of Duncanville, in accordance with the terms and conditions thereof.

SECTION 2. The City Council assures the awarded funds will be returned to the U.S. Department of Justice in full in the event of loss or misuse of U.S. Department of Justice funds.

SECTION 3. The City Council authorizes the City Manager, the authorized official, to execute all documents in regard to the requested funds, which includes the power to apply for, accept, reject, alter or terminate the grant.

SECTION 4. The City Council assures the City of Duncanville will comply with the terms and conditions set by the U.S. Department of Justice for such grant.

SECTION 5. The City Council approves the purchase of Ballistic Helmets commensurate with the award amount to combat property crimes; and, authorizing the City Manager or designee to issue the appropriate purchase orders, and execute the necessary documents.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of September, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 01 Sep 2020

TITLE:

Consider a Resolution approving the terms and conditions of professional engineering service agreement PSA #20-017 for Sanitary Sewer Evaluation Surveys of Basin WC and Basin EB, with Burgess & Niple, Inc., for a total cost not to exceed \$99,000.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **Capstone 2: Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey, II, P.E., Director of Public Works

Matt Bryant, Water/Wastewater Superintendent

Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The FY2020-2021 annual sanitary sewer evaluation surveys will cover the WC and EB Sanitary Sewer Basins (Map is attached). This is a proactive program to evaluate the wastewater collection system for defects that may result in sewer back-ups and identify possible areas of inflow and infiltration (I&I) of groundwater and/or storm water into the sewer collection system. The evaluation is also part of the City's Sanitary Sewer Overflow Initiative as directed by the Texas Commission on Environmental Quality.

Public Works Utilities personnel evaluate the information received in the reports to determine the best course of action for continued repair and/or replacement of the collection system. Elimination of I&I will in turn minimize sanitary sewer overflows and the cost for wastewater treatment due to reduction of groundwater and/or storm water which enters the sewer system.

Last year's sanitary sewer survey covered small diameter (8-inch diameter and smaller) pipelines at a cost of \$60,032.00 and included:

- Smoke testing of approximately 80,000 linear feet of sewer main
- 180 manhole visual inspections
- 50 mainline cleanout visual inspections
- Light Line Cleaning (6" - 8" Pipes) 10,000 linear feet
- CCTV Inspection (6" - 8" Pipes) 10,000 linear feet
- Supervision, Engineering Evaluation, Data Analysis and Report

The WC Basin survey will include 80,000 linear feet of sewer main and 180 manhole and mainline cleanout inspections at a cost of \$65,300.00. The EB Basin survey will include inspection of 10,000 linear feet of various sized sewer mains at a cost of \$23,000.00. The total cost for survey of both basins is \$99,000.00.

Sewer system defects are determined by smoke testing, dye flooding, internal video inspection, and physical inspections during or following rain events. The work is projected to be complete within six months.

POLICY EXPLANATION:

I&I studies have been performed annually since 1984 on various wastewater basins throughout the city, identifying defects and saving thousands of dollars in sewer treatment charges. Essential for the rehabilitation of the sanitary sewer system, I&I studies target areas where manhole linings would be effective in addition to identification of sewer lines needing replacement by pipe bursting or simple repair.

This contract is compliant with Texas Purchasing Law.

FUNDING SOURCE:

Funds are available in the FY 2020-2021 Utility Fund/Wastewater Services Operations and Maintenance for these expenditures.

Contract Log #:

1427

RECOMMENDATION:

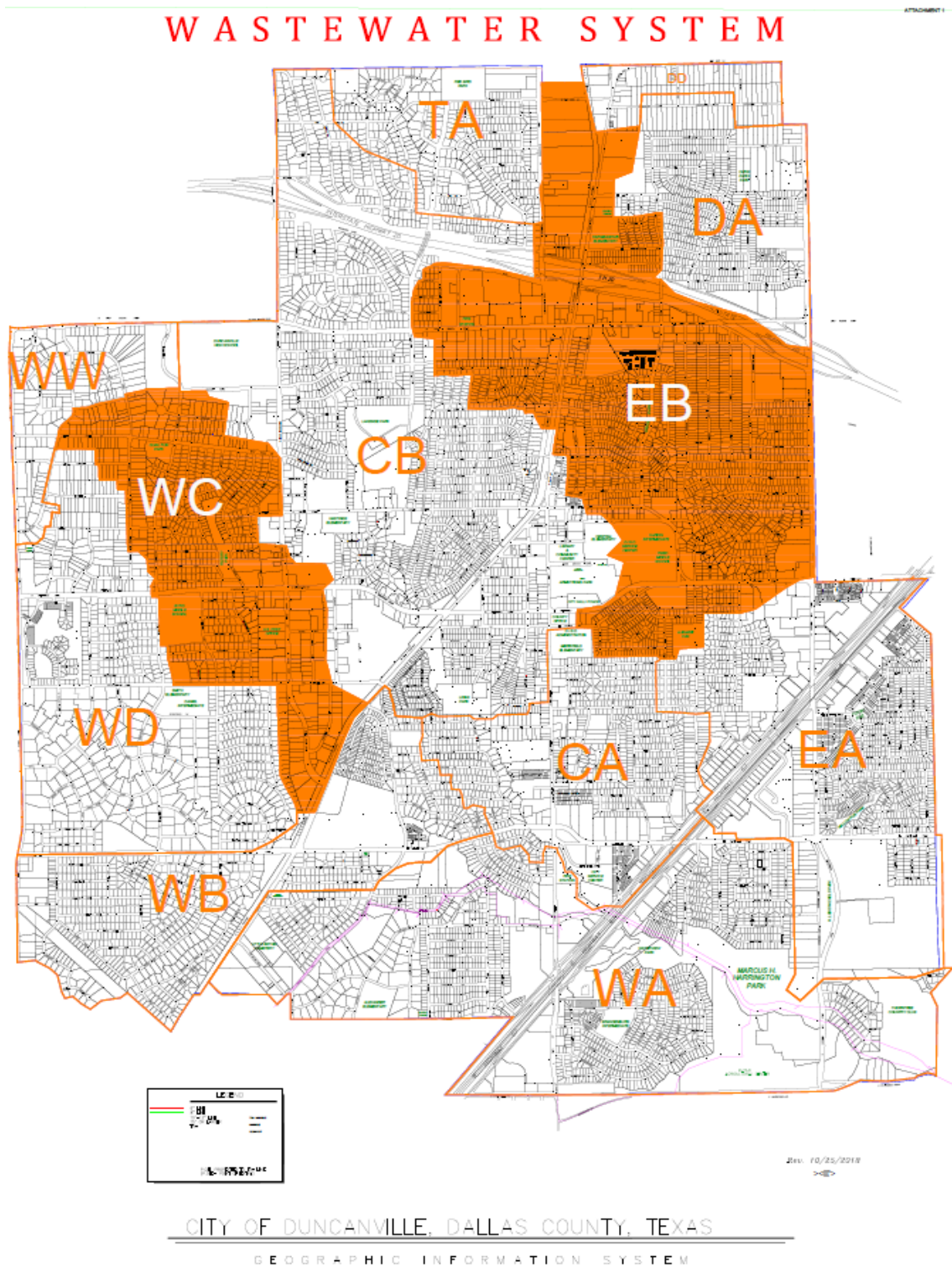
Consider approval of a resolution approving the terms and conditions of professional engineering service agreements for Sanitary Sewer Evaluation Surveys of Basin WC and Basin EB, attached hereto and incorporated herein as Exhibit "A" and Exhibit "B", with Burgess & Niple, Inc., for a total cost not to exceed \$99,000.00

ATTACHMENTS:

[Attachment 1 - Duncanville Wastewater Basin Map2](#)

[Attachment 2 - Resolution No. 2020-074 - Burgess & Niple: Sanitary Sewer Survey Basin WC and Basin EB with Exhibits](#)

[Attachment 3 - SAMS-Burgess & Niple Inc.-2020](#)



RESOLUTION NO. 2020-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL SERVICE AGREEMENT PSA #20-017 FOR SANITARY SEWER EVALUATION SURVEY OF BASIN WC AND BASIN EB, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", WITH BURGESS & NIPLE, INC., FOR A TOTAL COST NOT TO EXCEED \$99,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to make infrastructure improvements; and

WHEREAS, the City of Duncanville desires to enter into an agreement to perform an evaluation survey of the WC Basin and EB Basin of the sanitary sewer system at a cost of \$99,000.00; and

WHEREAS, the City of Duncanville has funds allocated in the Water/Wastewater Utility Fund to fund a sanitary sewer evaluation survey; and

WHEREAS, the City of Duncanville City Council desires to use these funds to develop a sanitary sewer evaluation survey of the sanitary sewer system to benefit the citizens of Duncanville.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of the professional service agreement PSA #20-017 to develop a sanitary sewer evaluation survey of Basin DA serving the City of Duncanville with Burgess & Niple, Inc., attached hereto and incorporated herein as Exhibit "A", at a total cost of \$99,000.00; and, the City Manager is hereby authorized to execute said Agreement.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 3. That this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of September 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
PSA-20-017
SANITARY SEWER EVALUATION SURVEY SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Burgess & Niple, Inc.** hereinafter called "CONTRACTOR", and the **City of Duncanville, Texas**, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services; and

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

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

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by OWNER, CONTRACTOR agrees to provide to OWNER the necessary professional engineering services, as set forth in the Scope of Services attached hereto as Exhibit "A" and "B" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of OWNER as specified in Exhibit "A" and "B", unless sooner terminated as provided in Section 8, below.

Section 3. CONTRACTOR Obligations

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.
- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.

Page 3 of 17

Page 1

EXHIBIT A

- C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A" and "B", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

The Total CONTRACTOR Fee shall be as specified in Exhibit "A," and "B" which shall not exceed **NINETY-NINE THOUSAND DOLLARS (\$99,000.00)**. OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

- A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.
- C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time for Performance

- A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Agreement, such services shall be completed as provided in the attached

Page 4 of 17

EXHIBIT A

Exhibit "A," and incorporated herein by reference, after written Notification to Proceed from OWNER to CONTRACTOR, exclusive of OWNER and other governmental review time.

- B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.
- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER.
- B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.
- C. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents and CONTRACTORS for the accuracy or competency of their designs,

Page 3 of 17

EXHIBIT A

working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, contractor, agents and CONTRACTORS.

Section 8. Termination

- A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.
- B. Should OWNER require a modification of this Agreement with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Insurance

- A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Agreement.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).
- D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section 9 shall be furnished to OWNER before any services are performed under this Agreement, and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under Section 10, hereof. Such Certificate of Insurance

EXHIBIT A

shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein.

Section 10. Indemnification For Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless the OWNER, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractors, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

Section 11. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent contractor and not an agent of the OWNER, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating CONTRACTOR's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 12. Indemnification for Performance

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Agreement.

Section 13. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

Section 14. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Page 7 of 17

EXHIBIT A

Section 15. Default of CONTRACTOR

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to CONTRACTOR, OWNER may, at its sole discretion without prejudice to any other right or remedy:

- A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by OWNER at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by re-subletting to others.
- B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with OWNER prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective upon execution of the Agreement by and between CONTRACTOR and OWNER.

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor.

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Agreement, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONTRACTOR shall

Page 6 of 17

EXHIBIT A

supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 21. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER: City of Duncanville
Attn: Sheila Baker, Purchasing Manager
PO Box 380280
Duncanville, TX 75138
(972)780-5058
sbaker@duncanville.com

If to CONTRACTOR: Burgess & Niple, Inc.
Attn: Kellen R. Hurst P.E.
4029 Capital of Texas Highway
Suite 220
Austin, TX 78704

Section 22. Counterparts.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 24. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Prohibition of Boycott of Israel.

By executing this agreement, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 26. Business Prohibitions.

By executing this agreement, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or

Page 9 of 17

EXHIBIT A

any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or
Section 2253.253, listing of companies

EXHIBIT A

(Signature page to follow)

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the
____ day of _____, 20__.

OWNER:

City of Duncanville, Texas

CONTRACTOR:

Burgess & Niple, Inc.

By: _____

Title: Interim City Manager

By: 

Title: Vice President, Director - Austin Office

EXHIBIT A

EXHIBIT "A"
SCOPE OF SERVICES

The study area includes the wastewater collection system designated as Drainage Area WC and EB in the City of Duncanville, Texas. Within Basin WC, there are approximately 57,330 L.F. of sewer mains and 105 manholes and 50 mainline cleanouts designated for inspection in the study area. Within Basin EB, there are approximately 132,905 LF of sewer mains and 301 manholes and 127 mainline cleanouts in the study area.

This project will consist of a Sanitary Sewer Evaluation Survey (SSES) for the entirety of the Basin WC and a partial inspection of Basin EB of the wastewater collection system. The boundaries of the project may change based on quantities found in the field.

The investigation objectives and goals will be achieved through the performance of the following tasks.

Task 1 - Preparatory Work, Project Organization & Mobilization

- a. Printing of all field forms and preparation of maps to be used for the field investigation portion of the project.
- b. Preparation of data transfer facilities for transfer of data collected during the survey to City personnel.
- c. Hold a project initiation meeting with City personnel prior to commencement of any work to ensure that the following items are addressed:
 - Development of a work plan to optimize field investigations.
 - Proper communication channels between City personnel, including fire and police departments and the Engineer.
 - All applicable city, county, state, and federal safety procedures and regulations.
 - Vehicular and pedestrian traffic control.
 - Public safety and convenience issues.
 - Development of progress reporting procedures

The compensation for this task shall be on a lump sum basis.

Task 2 - Smoke Testing

Smoke testing is performed under dry weather conditions to maximize the detection of inflow and rainfall responsive infiltration sources. A non-toxic and odorless smoke is introduced into the center manhole connecting two sections of sewer main with an air blower with a minimum capacity of 4,000 cubic feet per minute (cfm). Smoke flyers will be distributed to customers within the study area prior to commencement of smoke testing in an area.

This task, as described above, will be employed to the extent that surcharging or blockage of the sewer lines will permit on the 80,000 linear feet of designated sewer lines in the study area. Above ground reconnaissance of the study area to determine proximity of storm sewers, creek crossings, drainage paths and ponding areas to the sanitary sewer system will be accomplished concurrently with smoke testing and the visual line inspection. This visual inspection is performed to identify potential sources of inflow to the system. Digital photographs of each smoke leak located during the smoke testing phase of this project will be taken and provided with the field forms in both hardcopy and electronic formats.

Smoke testing data collected as a portion of the field investigations will include:

- Upstream/downstream manhole number

EXHIBIT A

- Length of sewer line in linear feet
- Predominant ground cover over line segment
- Leak location using GPS coordinates
- Degree of smoke observed
- Number and size of pick holes in the upstream manhole
- Location of the leak regarding drainage path and ponding areas
- Predominant ground cover over the leak
- Physical address of the leak
- Classification of leaks as to:
 - Main Line
 - Manhole
 - Public service line
 - Private service line

Compensation for this task shall be per linear foot.

Task 3 - Visual Inspection

This task consists of opening all designated manholes and mainline cleanouts in the study area (except those which could not be located or could not be opened), examining the interior of the structure for inflow and infiltration sources and inspecting each sewer line entering and leaving the structure. The visual inspection of the manhole/mainline cleanout is carried out by employing a pole-mounted video camera, designed for sewer main inspections. Information gathered during this work is recorded on field forms.

The following data will be recorded for each manhole/mainline cleanout inspected:

- Manhole/Mainline Cleanout Data
 - Manhole identification number
 - Construction materials and conditions of cover, ring, risers, walls, steps, benches and inverts
 - Manhole depth in feet
 - Number and size of holes in manhole cover
 - Identify infiltration sources
 - Evidence of leaks and location
 - Evidence of surcharging
 - Type and depth of debris
 - Special problems and conditions, such as sources of inflow, overflows, bypasses, manholes located in natural ponding areas, etc.
 - Structural defects
- Line Segment Data
 - Diameter and material of pipe
 - Root growth
 - Depth of flow in inches
 - Type and depth of deposition in pipe
 - Visible inflow/infiltration sources
 - Structural conditions of pipe and joints
 - Special problems and conditions of pipe

A reasonable attempt (generally 20 minutes per crew per manhole) will be made to locate and open manholes assumed to be buried or hidden. If manholes either do not exist or are buried to the extent that they cannot be located by conventional methods, the manholes will be passed over and noted as "Unable to Locate" on the field forms. Manholes, which cannot be opened after a reasonable attempt, will be noted as "Unable to Open" on the field forms. Compensation for Unable to Locate and Unable to Open manholes will not be requested. Approximately 190 manholes and 50 mainline cleanouts in the basins are designated for inspection.

EXHIBIT A

Compensation for this task shall be per each.

Task 4 – Sanitary Sewer Main Cleaning

This task consists of preparing the sewer lines to be internally inspected by cleaning the pipe walls to provide for unobstructed internal inspection. An estimated 10,000 linear feet will be cleaned during this phase, with the remaining to be done within a future project. The cleaning will be accomplished by use of a hydraulic cleaning unit with all lines to be internally inspected to be cleaned prior to the inspection. It is the intent of the cleaning to flush the sludge, mud, sand, gravel and other sediment and debris down the sewer line. All debris, sediment and sludge removed from the sewer lines will be disposed of at a permitted site designated by the City. When obstructions are encountered, an attempt will be made to clean the sewer from both upstream and downstream manholes. The sanitary sewer main cleaning shall be conducted in accordance with the standard NASSCO specifications for sewer main cleaning.

Assumptions: An estimated 10,000 linear feet will be cleaned. If cleaning cannot be satisfactorily accomplished within three passes of the sewer main, the City will be notified and/or allow a reasonable and customary charge to be added to the contract cost to accommodate additional cleaning (heavy-duty, root removal, etc.). Any debris/sediment removed from the collection system during this operation shall be disposed of at a location designated by City and in accordance with all state and local regulations.

Required from Others: The City shall provide water for cleaning operations and an approved disposal site for debris/sediment removed from the system at no cost to B&N.

Compensation for this task shall be per linear foot.

Task 5 – Sanitary Sewer Main Internal Television Inspection

This task consists of the internal TV inspection, using closed circuit color television equipment, of an estimated 10,000 linear feet, with the remaining to be cleaned and televised within a future project. The TV inspection will be recorded on DVD in NASSCO PACP format. Concurrent dyed water flooding will not be performed as a function of this task. When obstructions are encountered, an attempt will be made to televise the sewer line from both upstream and downstream manholes. The sanitary sewer main inspection shall be conducted in accordance with the standard NASSCO specifications for sewer main inspection.

Assumptions: The locations of noted defects shall be within the specified accuracy of the footage counter as published by the manufacturer of the counter/inspection equipment.

Required from Others: The City shall provide the personnel and equipment necessary to remove the television camera should it become lodged in the sewer main during operations due to an unknown defect in the pipe. The City, however, assumes no liability for damage to the television camera and/or other equipment. B&N shall exercise every reasonable caution to avoid lodging the camera equipment in the pipeline.

Compensation for this task shall be per linear foot.

Task 6 - Supervision, Engineering Evaluation, Data Analysis, and Report.

This task consists of engineering supervision of all field data collection operations, analysis of the collected data and presentation of the field data and analysis results as a Final Report, which shall include the following information. The City may, at its discretion, request that an Interim Report be presented for the purpose of review and comment. Comments from the Interim Report shall be incorporated into the Final Report.

EXHIBIT A

- a. Description of the type and nature of the problems found in the system. This information shall include the type of leak located, estimated leak rate, and estimated construction cost to repair the leak.
- b. Database printout of recommended rehabilitation cost ranked by unit cost.
- c. Database listing of all problems located, along with the digital photograph and video tape documentation of the defect. Database inventory of all inspected manholes and collection lines.
- d. Recommendations for rehabilitation work grouped by major system component (main lines, service lines, and manholes). The recommendations will provide the information necessary for the rehabilitation work to be performed either by the City or by a Contractor.
- e. ArcGIS project outlining the location of all located leaks, all inspected system components, collection lines that were internally inspected, and location of all recommended system rehabilitation.

One original copy of the collected field data with photographs of smoke leaks and visual inspections of manholes, video tape recordings of internal television inspection of sewer lines, and project database will be provided as a portion of the final report. This data will be provided to the City in both electronic and hardcopy formats, as appropriate.

Compensation for this task shall be on a lump sum basis.

INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide the following information and services:

- i. One reproducible print of the existing sewer system showing the location and size of existing sewer lines, manholes, lift stations, and other pertinent topographic information such as right-of-way lines, street names, etc. This information shall also be provided in an electronic format useful for the preparation of geographic information system maps and datasets.
- j. Liaison with City officials to provide effective coordination and cooperation between the fire, police, engineering and sewer departments and ENGINEER, as necessary during execution of field work.
- k. Access to manholes and/or lift stations.
- l. Assistance by City personnel, knowledgeable of manhole and cleanout locations, in locating buried or hidden manholes and cleanouts.
- m. Expose for entry, manholes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.
- n. Video recordings of sewer lines televised by city's staff in the study area.
- o. Access to debris disposal site for debris removed in line cleaning operations.
- p. Access to and water as necessary (hydrant) for line cleaning operations.

TIME SCHEDULE

The work will be initiated immediately after of receipt of an Authorization to Proceed and is projected to be completed within six months.

EXHIBIT A

EXHIBIT "B"
PRICING**Table I - Compensation for Services - With CCTV/Line Cleaning**

Task	Task Description	Unit	Estimated Quantities	Unit Price	Total Price
1	Preparatory Work and Mobilization	Lump Sum	1	\$1,500.00	\$ 1,500.00
2	Smoke Testing	L.F.	80,000	\$ 0.55	\$ 44,000.00
3A	Manhole Visual Inspection	EA.	180	\$ 110.00	\$ 19,800.00
3B	Mainline Cleanout Visual Inspection	EA.	50	\$ 40.00	\$ 2,000.00
4	Light Line Cleaning (6"– 8" Pipes)	LF	10,000	\$ 1.45	\$ 14,500.00
5	CCTV Inspection (6"– 8" Pipes)	LF	10,000	\$ 0.85	\$ 8,500.00
6	Supervision, Engineering Evaluation, Data Analysis and Report	Lump Sum	1	\$8,700.00	\$ 8,700.00
TOTAL					\$99,000.00

The compensation amount is based on the estimated work unit quantities delineated under the Scope of Work and the quantities outlined herein. It should be noted that the quantities outlined in this contract are estimated based on the best available information and may vary from the actual quantities found during field investigations. In no case will the total contract amount of NINETY-NINE THOUSAND DOLLARS (\$99,000.00) be exceeded without prior written authorization from the City of Duncanville.

SAM Search Results
List of records matching your search for :

Search Term : Burgess & Niple, Inc.,*
Record Status: Active

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 190294090	+4:	CAGE Code: 5ZLP8 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1030 ANDREWS HWY STE 211		
City: MIDLAND	State/Province: TEXAS	
ZIP Code: 79701-3806	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 085520252	+4:	CAGE Code: 1PR62 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 4424 EMERSON AVE		
City: PARKERSBURG	State/Province: WEST VIRGINIA	
ZIP Code: 26104-1216	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 038949111	+4:	CAGE Code: 1PRA8 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 50 S MAIN ST STE 600		
City: AKRON	State/Province: OHIO	
ZIP Code: 44308-1808	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 829493480	+4:	CAGE Code: 5BHH6 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3950 FOSSIL CREEK BLVD STE 210		
City: FORT WORTH	State/Province: TEXAS	
ZIP Code: 76137-2745	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC	Status: Active
DUNS: 133693924	+4:	CAGE Code: 4NSU1 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 12700 BLACK FOREST LN STE 100		
City: WOODBRIDGE	State/Province: VIRGINIA	
ZIP Code: 22192-5306	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 829476477	+4:	CAGE Code: 5BFK6 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 12750 MERIT DR		
City: DALLAS	State/Province: TEXAS	
ZIP Code: 75251-1214	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 799147199	+4:	CAGE Code: 5BWZ0 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 10701 CORPORATE DR STE 118		
City: Stafford	State/Province: TEXAS	
ZIP Code: 77477-4018	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC	Status: Active
DUNS: 161248703	+4:	CAGE Code: 1NXD4 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 440 MONTICELLO AVE STE 1240		
City: NORFOLK	State/Province: VIRGINIA	
ZIP Code: 23510-0013	Country: UNITED STATES	

ENTITY	Burgess & Niple, Inc.	Status: Active
DUNS: 194175014	+4:	CAGE Code: 04LJ1 DoDAAC:
Expiration Date: 12/22/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 525 Vine St Ste 1300		
City: Cincinnati	State/Province: OHIO	
ZIP Code: 45202-3121	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 804500163	+4:	CAGE Code: 1PRX9 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 251 N ILLINOIS ST STE 920		
City: INDIANAPOLIS	State/Province: INDIANA	
ZIP Code: 46204-4253	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC	Status: Active
DUNS: 625351291	+4:	CAGE Code: 1PSK0 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5101 COX RD STE 150		
City: GLEN ALLEN	State/Province: VIRGINIA	
ZIP Code: 23060-9295	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 055823454	+4:	CAGE Code: 1PRC7 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 100 W ERIE ST		
City: PAINESVILLE	State/Province: OHIO	
ZIP Code: 44077-3231	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 791412567	+4:	CAGE Code: 5VGB1 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 400 BLANKENBAKER PKWY STE 300		
City: LOUISVILLE	State/Province: KENTUCKY	
ZIP Code: 40243-1890	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC	Status: Active
DUNS: 077808558	+4:	CAGE Code: 1PR56 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 14520 AVION PKWY STE 100		
City: CHANTILLY	State/Province: VIRGINIA	
ZIP Code: 20151-1114	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 780187881	+4:	CAGE Code: 5BFU8 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 4029 CAPITAL OF TX HWY STE 220		
City: AUSTIN	State/Province: TEXAS	
ZIP Code: 78704-7920	Country: UNITED STATES	

ENTITY	Burgess & Niple, Inc.	Status: Active
DUNS: 004311015	+4:	CAGE Code: 0DCN2 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5085 Reed Rd		
City: Columbus	State/Province: OHIO	
ZIP Code: 43220-2513	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE INC	Status: Active
DUNS: 874904845	+4:	CAGE Code: 5VGB8 DoDAAC:
Expiration Date: 12/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1800 PEMBROOK DR STE 265		
City: ORLANDO	State/Province: FLORIDA	
ZIP Code: 32810-6372	Country: UNITED STATES	

ENTITY	BURGESS & NIPLE, INC.	Status: Active
DUNS: 061082707	+4:	CAGE Code: 1PRD8 DoDAAC:
Expiration Date: 04/06/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1500 N Priest Dr Ste 102		
City: Tempe	State/Province: ARIZONA	
ZIP Code: 85281-1213	Country: UNITED STATES	



STAFF REPORT

MEETING: City Council - 01 Sep 2020

TITLE:

Receive an overview of the proposed FY21 budget and conduct a Public Hearing.

- **1. Most engaged citizens in America**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Richard Summerlin, CPA, CGFO
Finance Director

BACKGROUND/HISTORY:

Duncanville City Charter Section 4 requires a public hearing to be held regarding the annual proposed budget prior to adoption. This Public Hearing is for the FY21 proposed budget to receive citizen comments.

Tax Year 2020 (Budget FY21) is the first year under Senate Bill 2 (SB2). SB2 requires the former "Effective" Tax Rate to now be called the "No-New-Revenue" (NNR) Tax Rate and the former "Rollback" Tax Rate to now be called the "Voter-Approval" (VA) Tax Rate. The NNR Tax Rate is essentially the rate that applied to the current taxable value would yield the same property tax revenue as in the previous fiscal year. The VA Tax Rate is the rate that if exceeded triggers an automatic general election to approve the proposed tax rate. Furthermore, SB2, lowers the cap on the VA Tax Rate from 8% to 3.5%.

Due to Covid-19 related delays in processing property tax protests, the Dallas Central Appraisal District (DCAD), provided Certified Estimates to Duncanville on July 24, 2020 under Texas Tax Code Section 26.04. Based on those certified estimates, the NNR Tax Rate was \$0.748609 and the VA Tax Rate was \$0.773007 which would have allowed the City of Duncanville to legally remain at the current tax rate of \$.0743447. The budget filed with the City Secretary at the end of July was based on this information and with property tax revenues at the current tax rate. At the August 13, 2020 Budget Workshop, City Council directed staff, based on consensus, to obtain the Certified Tax Roll and re-calculate the NNR and VA Tax Rates directed at reducing the current tax rate to the re-calculated VA Tax Rate.

On August 20, 2020, DCAD provided the Certified Tax Roll and the re-calculated NNR Tax Rate was \$0.698962 and the re-calculated VA tax rate was \$0.721852. Based on council direction received in the August 13, 2020 Budget Workshop, staff revised the proposed budget based on the current tax rate of .743447 to a budget based on a tax rate of \$0.716852 which is a half cent lower than the VA tax rate based on the Certified Tax Roll. The half cent reduction below the VA rate was a calculated staff decision to allow for any changes in the Dallas County Tax Office certified tax rates. Due to the

local newspaper only publishing in print a Sunday edition during the pandemic, staff prepared the required budget public hearing notice with the half cent reduction reflected in the budget to allow for any calculation changes from the Dallas County Tax Office. As it turned out, there were no changes in the Dallas County Tax Office Certified VA Tax Rate but the Dallas County Certified NNR Tax Rate was slightly different at \$0.698961(a difference of 1 in the sixth digit).

POLICY EXPLANATION:

Section 4 of the Duncanville City Charter requires a public hearing on the annual proposed budget. Staff will provide an overview of the proposed FY21 budget and conduct a public hearing to receive public comment on the proposed budget. A separate public hearing on the proposed tax rate will be conducted at the September 15, 2020 regular City Council Meeting.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

Staff will present an overview of the proposed FY21 budget. A public hearing will be conducted to receive public comment on the proposed FY21 budget.

ATTACHMENTS:

[All Fund Summaries 08-24-20](#)

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
GENERAL FUND SUMMARY

PROPOSED

Updated General Fund Summary to reflect proposed tax rate of
\$0.716852.

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	BASE REVENUES									
1	Property Taxes	\$ 15,967,241	\$ 17,530,520	\$ 17,530,520	\$ 17,997,398	\$ 18,567,507	\$ 19,209,320	\$ 19,873,596	\$ 20,561,122	\$ 21,272,711
2	Sales Taxes	8,032,275	7,881,523	7,389,692	7,314,692	7,503,636	7,503,636	7,503,636	7,503,636	7,503,636
3	Franchise Receipts	1,949,561	1,840,000	1,751,000	1,713,000	1,727,130	1,741,401	1,755,815	1,770,373	1,785,077
4	Permits & Fees	1,521,631	1,153,000	1,189,500	1,237,500	1,253,870	1,265,859	1,277,967	1,290,197	1,302,549
5	Fines	630,232	508,000	516,000	557,000	562,570	568,196	573,878	579,616	585,413
6	Interest on Investments	554,234	315,000	260,000	290,000	292,900	295,829	298,787	301,775	304,793
7	Recreation Fees	282,638	311,000	210,113	266,000	246,440	248,904	251,393	253,907	256,446
8	Other Revenue	1,070,704	752,880	606,659	612,370	646,533	650,737	654,983	659,272	663,604
9	Transfers (Utility Fund)	1,714,710	1,761,710	1,761,710	1,761,710	1,812,874	1,839,085	1,865,726	1,892,803	1,892,803
10	Transfers (Solid Waste Fund)	148,600	192,297	192,297	192,297	192,297	192,297	192,297	192,297	192,297
11	Transfers 4B	72,803	75,613	75,613	92,242	92,242	92,242	92,242	92,242	92,242
12	Transfer from Hotel-Motel	53,134	56,302	56,302	56,637	56,637	56,637	56,637	56,637	56,637
13	Transfer from Transp. I & S Fund	119,000	-	-	-	-	-	-	-	-
14	Transfer in Payment in Lieu of Tax (PILOT)	514,413	528,513	528,513	528,513	543,862	551,726	559,718	567,841	567,841
15	Total For Operating Revenues	32,631,175	32,906,358	32,067,919	32,619,360	33,498,498	34,215,869	34,956,677	35,721,720	36,476,049
16	TOTAL REVENUES	\$ 32,631,175	\$ 32,906,358	\$ 32,067,919	\$ 32,619,360	\$ 33,498,498	\$ 34,215,869	\$ 34,956,677	\$ 35,721,720	\$ 36,476,049
17										
18	BASE EXPENDITURES									
19	General Gov./Non-Departmental	\$ 3,154,440	\$ 3,405,180	\$ 3,414,106	\$ 3,708,587	\$ 3,745,673	\$ 3,783,129	\$ 3,820,961	\$ 3,859,170	\$ 3,897,762
20	Finance	1,401,162	1,505,201	1,465,265	1,519,742	1,534,939	1,550,289	1,565,791	1,581,449	1,597,264
21	Parks and Recreation	3,646,900	3,991,412	3,480,425	3,884,641	3,923,487	3,962,722	4,002,349	4,042,373	4,082,797
22	Police	8,862,650	9,505,974	9,412,163	9,694,511	9,791,456	9,889,370	9,988,264	10,088,147	10,189,028
23	Public Works	6,065,783	6,930,279	7,180,523	6,874,523	6,943,268	7,012,701	7,082,828	7,153,656	7,225,193
24	Fire	6,842,706	7,009,246	6,931,788	7,072,886	7,143,615	7,215,051	7,287,202	7,360,074	7,433,675
25	Total for Operating Expenses	\$ 29,973,641	\$ 32,347,292	\$ 31,884,270	\$ 32,754,889	\$ 33,082,438	\$ 33,413,263	\$ 33,747,395	\$ 34,084,869	\$ 34,425,718
26	TRANSFERS AND OTHER									
27	Transfer to Fund 007 Medical Insurance	\$ -	\$ 340,400	\$ 340,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Medical Insurance Fund Dissolution	-	-	167,510	-	-	-	-	-	-
29	Transfer To One Time Project Fund From Fund Balance	1,113,895	425,662	425,662	-	-	-	-	-	-
30	Transfer to Grant Fund	22,542	15,000	15,000	95,000	15,000	95,000	15,000	95,000	95,000
31	Transfer to Emergency (COVID-19) Fund	-	-	170,000	-	-	-	-	-	-
32	Transfer to Street CIP	48,100	-	72,790	265,000	1,800,000	1,250,000	110,000	1,250,000	502,500
33	Reserve for TIF	40,225	53,000	21,448	73,019	75,575	78,220	80,957	83,791	86,724
34	Reserve for P-25 Compliant Public Safety Radios	-	350,000	350,000	838,003	-	-	-	-	-
35	Economic Incentive Grants	300,000	100,000	100,000	-	-	-	-	-	-
36	Loan Payment (Ends 12/21)	240,228	240,228	240,228	240,228	60,057	-	-	-	-
37	Total for Transfers and Other	\$ 1,764,991	\$ 1,524,290	\$ 1,903,038	\$ 1,511,250	\$ 1,950,632	\$ 1,423,220	\$ 205,957	\$ 1,428,791	\$ 684,224
38										
39	TOTAL EXPENDITURES	\$ 31,738,632	\$ 33,871,582	\$ 33,787,308	\$ 34,266,139	\$ 35,033,070	\$ 34,836,482	\$ 33,953,353	\$ 35,513,660	\$ 35,109,942
40										
41	NET REVENUES	\$ 892,543	\$ (965,224)	\$ (1,719,389)	\$ (1,646,780)	\$ (1,534,572)	\$ (620,613)	\$ 1,003,324	\$ 208,059	\$ 1,366,108
42										
43	FUND BALANCE									
44	BEGINNING FUND BALANCE	\$ 9,204,811	\$ 7,603,995	\$ 10,097,354	\$ 8,377,965	\$ 6,731,186	\$ 5,196,614	\$ 4,576,000	\$ 5,579,324	\$ 5,579,324
45										
46	ENDING FUND BALANCE	\$ 10,097,354	\$ 6,638,771	\$ 8,377,965	\$ 6,731,186	\$ 5,196,614	\$ 4,576,000	\$ 5,579,324	\$ 5,787,384	\$ 6,945,432
47	Days of Operations	123	75	96	75	57	50	60	62	74
48										
49	Designated Operating Reserve	\$ 6,158,967	\$ 6,646,704	\$ 6,551,562	\$ 6,730,457	\$ 6,797,761	\$ 6,865,739	\$ 6,934,396	\$ 7,003,740	\$ 7,073,778
50										
51	Number of Days Operating Reserve Calculated On	75 Day	75 Day	75 Day	75 Day	75 Day	75 Day	75 Day	75 Day	75 Day
52										
55	Amount Above or (Below) Operating Reserve Target	\$ 3,938,387	\$ (7,933)	\$ 1,826,403	\$ 729	\$ (1,601,148)	\$ (2,289,739)	\$ (1,355,072)	\$ (1,216,357)	\$ (128,346)

FY 20-21 PROPOSED BUDGET

FUND SUMMARIES

1

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
GENERAL FUND REVENUE DETAIL

PROPOSED

	GENERAL FUND REVENUES	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
1	Ad Valorem Taxes									
2	Current Taxes - O & M	\$ 15,669,667	\$ 17,270,520	\$ 17,270,520	\$ 17,717,398	\$ 18,337,507	\$ 18,979,320	\$ 19,643,596	\$ 20,331,122	\$ 21,042,711
3	Prior Years	148,632	140,000	140,000	140,000	130,000	130,000	130,000	130,000	130,000
4	Penalties & Interest	148,942	120,000	120,000	140,000	100,000	100,000	100,000	100,000	100,000
5	Total Property Taxes	\$ 15,967,241	\$ 17,530,520	\$ 17,530,520	\$ 17,997,398	\$ 18,567,507	\$ 19,209,320	\$ 19,873,596	\$ 20,561,122	\$ 21,272,711
6										
7	State Sales Tax City Portion	\$ 5,354,850	\$ 5,254,349	\$ 4,926,462	\$ 4,876,462	\$ 4,876,462	\$ 4,876,462	\$ 4,876,462	\$ 4,876,462	\$ 4,876,462
8	Property Tax Relief	2,677,425	2,627,174	2,463,231	2,438,231	2,627,174	2,627,174	2,627,174	2,627,174	2,627,174
9	Total Sales Taxes	\$ 8,032,275	\$ 7,881,523	\$ 7,389,692	\$ 7,314,692	\$ 7,503,636	\$ 7,503,636	\$ 7,503,636	\$ 7,503,636	\$ 7,503,636
10										
11	Electric	\$ 1,164,986	\$ 1,200,000	\$ 1,100,000	\$ 1,100,000	\$ 1,111,000	\$ 1,122,110	\$ 1,133,331	\$ 1,144,664	\$ 1,156,111
12	Natural Gas	313,542	330,000	313,000	313,000	316,130	319,291	322,484	325,709	328,966
13	Telephone	181,697	180,000	177,000	175,000	175,000	175,000	175,000	175,000	175,000
14	Cable Television	155,445	130,000	130,000	125,000	125,000	125,000	125,000	125,000	125,000
15	Telephone Video Services	133,891	-	31,000	-	-	-	-	-	-
16	Total Franchise Receipts	\$ 1,949,561	\$ 1,840,000	\$ 1,751,000	\$ 1,713,000	\$ 1,727,130	\$ 1,741,401	\$ 1,755,815	\$ 1,770,373	\$ 1,785,077
17										
18	Building Permits	\$ 254,568	\$ 200,000	\$ 210,000	\$ 250,000	\$ 252,500	\$ 255,025	\$ 257,575	\$ 260,151	\$ 262,753
19	Electrical Permits	13,303	12,000	11,000	13,000	13,130	13,261	13,394	13,528	13,663
20	Solicitor Licenses	1,601	2,000	500	1,500	1,515	1,530	1,545	1,561	1,577
21	Emergency Medical Services	784,792	700,000	750,000	750,000	757,500	765,075	772,726	780,453	788,258
22	Sign Permits	12,515	11,000	12,000	12,000	12,120	12,241	12,364	12,487	12,612
23	Wrecker & Storage Fees	-	3,000	3,000	3,000	3,030	3,060	3,091	3,122	3,153
24	Health Food Inspection Fees	46,623	64,500	46,000	46,000	46,460	46,925	47,394	47,868	48,346
25	Plumbing Permits	42,967	34,000	40,000	40,000	40,400	40,804	41,212	41,624	42,040
26	Zoning and Special Use Permits	13,335	8,500	8,500	8,500	8,585	8,671	8,758	8,845	8,934
27	Alarm Permits	65,499	60,000	60,000	60,000	60,600	61,206	61,818	62,436	63,061
28	Pool Inspection Fee	3,000	3,000	3,000	3,000	3,030	3,060	3,091	3,122	3,153
29	Texas Ambulance Supplemental Payment Program	175,363	-	-	-	-	-	-	-	-
30	Small Cell Nodes		-	500	500	-	-	-	-	-
31	Rental Property Registration Fees	108,065	55,000	45,000	50,000	55,000	55,000	55,000	55,000	55,000
32	Total Permits & Fees	\$ 1,521,631	\$ 1,153,000	\$ 1,189,500	\$ 1,237,500	\$ 1,253,870	\$ 1,265,859	\$ 1,277,967	\$ 1,290,197	\$ 1,302,549
33										
34	Municipal Court Fines	\$ 454,463	\$ 360,000	\$ 380,000	\$ 400,000	\$ 404,000	\$ 408,040	\$ 412,120	\$ 416,242	\$ 420,404
35	Court Related Fees	140,364	110,000	110,000	130,000	131,300	132,613	133,939	135,279	136,631
36	School Crossing Fees	3,020	3,000	3,000	3,000	3,030	3,060	3,091	3,122	3,153
37	Library	14,994	20,000	8,000	9,000	9,090	9,181	9,273	9,365	9,459
38	False Alarm Fines	17,391	15,000	15,000	15,000	15,150	15,302	15,455	15,609	15,765
39	Total Fines	\$ 630,232	\$ 508,000	\$ 516,000	\$ 557,000	\$ 562,570	\$ 568,196	\$ 573,878	\$ 579,616	\$ 585,413
40										
41	Pooled Investments Logic & Texpool Interest	\$ 138,657	\$ 75,000	\$ 50,000	\$ 55,000	\$ 55,550	\$ 56,106	\$ 56,667	\$ 57,233	\$ 57,806
42	Certificates of Deposit Interest	180,614	80,000	90,000	100,000	101,000	102,010	103,030	104,060	105,101
43	Money Market Interest	234,964	160,000	120,000	135,000	136,350	137,714	139,091	140,482	141,886
44	Total Interest on Investments	\$ 554,234	\$ 315,000	\$ 260,000	\$ 290,000	\$ 292,900	\$ 295,829	\$ 298,787	\$ 301,775	\$ 304,793
45										

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
GENERAL FUND REVENUE DETAIL

PROPOSED

	GENERAL FUND REVENUES	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
46	Recreation Fees	\$ 247,613	\$ 306,000	\$ 187,613	\$ 240,000	\$ 242,400	\$ 244,824	\$ 247,272	\$ 249,745	\$ 252,242
47	Senior Center User Fee	5,243	5,000	3,500	4,000	4,040	4,080	4,121	4,162	4,204
48	Recreation Classes	12,384		6,000	8,000					
49	Recreation - Special Events	8,956		8,000	8,000					
50	Senior Class/Trips	8,443		5,000	6,000					
51	Total Recreation Fees	\$ 282,638	\$ 311,000	\$ 210,113	\$ 266,000	\$ 246,440	\$ 248,904	\$ 251,393	\$ 253,907	\$ 256,446
52										
53	Other Revenue									
54	Alcoholic Beverage Tax	\$ 73,889	\$ 76,000	\$ 55,000	\$ 69,000	\$ 69,690	\$ 70,387	\$ 71,091	\$ 71,802	\$ 72,520
55	Crossing Guards - DISD	39,584	41,000	30,000	35,000	35,350	35,704	36,061	36,421	36,785
56	Crossing Guards - Dallas County	36,921	30,000	32,000	36,000	36,360	36,724	37,091	37,462	37,836
57	Reimbursement for EMS Planner	96,532	100,000	96,000	104,490	105,535	106,590	107,656	108,733	109,820
58	Sale of Fixed Assets	22,681	-	-	-	-	-	-	-	-
59	Sale of Materials	2,384	1,000	1,000	1,000	1,010	1,020	1,030	1,041	1,051
60	Gain / Loss on Sale of Fixed Assets		-	-	-	-	-	-	-	-
61	Insurance Recovery		-	-	-	-	-	-	-	-
62	Collection of Bad Debt	3,307	2,000	2,000	2,000	1,000	1,000	1,000	1,000	1,000
63	Outstanding Check Write Off	15,534	100	100	100	100	100	100	100	100
64	Miscellaneous	99,130	58,000	65,000	65,000	65,650	66,307	66,970	67,639	68,316
65	Cash over and Short	611	-	-	-	-	-	-	-	-
66	Copies	21,372	18,000	18,000	18,000	18,180	18,362	18,545	18,731	18,918
67	Police Accident Reports	4,773	4,500	4,500	4,500	4,545	4,590	4,636	4,683	4,730
68	Auction Proceeds	8,113	5,000	5,000	5,000	5,050	5,101	5,152	5,203	5,255
69	Animal Permits	50	50	50	50	51	51	52	52	53
70	Return Check Fees	301	230	230	230	232	235	237	239	242
71	Scrap Metal Sales		-	-	-	-	-	-	-	-
72	City Services Reimbursement	202,101	58,000	68,600	58,000	58,580	59,166	59,757	60,355	60,959
73	Workers Comp Reimbursement	84,820	15,000	20,000	20,000	20,200	20,402	20,606	20,812	21,020
74	Rental of Tower	197,681	194,000	194,000	194,000	225,000	225,000	225,000	225,000	225,000
75	Lease Income (from EON as FY15)	142,880	150,000	12,500	-	-	-	-	-	-
76	Gas Well Revenue	18,043	-	2,679	-	-	-	-	-	-
	Rec Camps/Special Events									
77	Total Other Revenue	\$ 1,070,704	\$ 752,880	\$ 606,659	\$ 612,370	\$ 646,533	\$ 650,737	\$ 654,983	\$ 659,272	\$ 663,604
78										
79	Total Revenues Before Other Financing Sources	\$ 30,008,515	\$ 30,291,923	\$ 29,453,484	\$ 29,987,961	\$ 30,800,586	\$ 31,483,882	\$ 32,190,057	\$ 32,919,900	\$ 33,674,229
80										
81	Transfer from Utility Fund	\$ 1,714,710	\$ 1,761,710	\$ 1,761,710	\$ 1,761,710	\$ 1,812,874	\$ 1,839,085	\$ 1,865,726	\$ 1,892,803	\$ 1,892,803
82	Transfer from Solid Waste	148,600	192,297	192,297	192,297	192,297	192,297	192,297	192,297	192,297
83	Economic Development (4-B Sales Tax)	72,803	75,613	75,613	92,242	92,242	92,242	92,242	92,242	92,242
84	Transfer from Hotel-Motel	53,134	56,302	56,302	56,637	56,637	56,637	56,637	56,637	56,637
85	Transfer in Pilot Franchise Tax	514,413	528,513	528,513	528,513	543,862	551,726	559,718	567,841	567,841
86	Transfer from Transportation I & S Fund	119,000	-	-	-	-	-	-	-	-
87	Transfer from Debt Service		-	-	-	-	-	-	-	-
88	Transfer from One Time Project Fund		-	-	-	-	-	-	-	-
89	Total Other Financing Sources	\$ 2,622,660	\$ 2,614,435	\$ 2,614,435	\$ 2,631,399	\$ 2,697,912	\$ 2,731,987	\$ 2,766,620	\$ 2,801,820	\$ 2,801,820
90										
91	GENERAL FUND REVENUE TOTAL	\$ 32,631,175	\$ 32,906,358	\$ 32,067,919	\$ 32,619,360	\$ 33,498,498	\$ 34,215,869	\$ 34,956,677	\$ 35,721,720	\$ 36,476,049

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
GENERAL FUND
EXPENDITURE DETAIL

PROPOSED

	GENERAL FUND EXPENDITURES	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
1	GENERAL GOVERNMENT									
2	Mayor & Council	\$ 110,167	\$ 136,759	\$ 134,859	\$ 140,897	\$ 142,306	\$ 143,729	\$ 145,166	\$ 146,618	\$ 148,084
3	City Administration	672,029	703,334	744,588	705,922	712,981	720,111	727,312	734,586	741,931
5	Human Resources	304,805	336,315	316,999	348,242	351,725	355,242	358,794	362,382	366,006
6	Information Systems	699,683	790,621	814,031	820,205	828,407	836,691	845,058	853,508	862,043
7	Public Information Office	131,119	187,338	171,328	168,533	170,218	171,921	173,640	175,376	177,130
8	Library Services	981,807	941,561	943,049	934,996	944,346	953,789	963,327	972,960	982,690
9	Non-Departmental	254,829	309,252	289,252	589,792	595,690	601,647	607,663	613,740	619,877
10	TOTAL GENERAL GOVERNMENT	\$ 3,154,440	\$ 3,405,180	\$ 3,414,106	\$ 3,708,587	\$ 3,745,673	\$ 3,783,129	\$ 3,820,961	\$ 3,859,170	\$ 3,897,762
11	FINANCE									
12	Finance Administration	\$ 721,436	\$ 778,218	\$ 773,323	\$ 792,642	\$ 800,569	\$ 808,574	\$ 816,660	\$ 824,827	\$ 833,075
13	Municipal Court	472,616	502,610	493,092	482,262	487,085	491,956	496,875	501,844	506,862
14	Purchasing	93,169	101,913	109,582	113,731	114,868	116,017	117,177	118,349	119,532
15	City Marshal's Office	113,941	122,460	89,268	131,107	132,418	133,742	135,079	136,430	137,794
16	TOTAL FINANCE	\$ 1,401,162	\$ 1,505,201	\$ 1,465,265	\$ 1,519,742	\$ 1,534,939	\$ 1,550,289	\$ 1,565,791	\$ 1,581,449	\$ 1,597,264
17	PARKS AND RECREATION									
18	Parks and Recreation Admin	\$ 259,472	\$ 273,435	\$ 273,814	\$ 254,663	\$ 257,210	\$ 259,782	\$ 262,380	\$ 265,003	\$ 267,653
19	Recreation Programming	376,064	395,876	379,870	401,710	405,727	409,784	413,882	418,021	422,201
20	Special Events	159,383	198,780	69,188	208,183	210,265	212,367	214,491	216,636	218,802
21	Athletic Programming	410,257	443,575	380,575	425,373	429,627	433,923	438,262	442,645	447,071
22	Horticulture	167,927	177,565	174,565	176,298	178,061	179,842	181,640	183,456	185,291
23	Park Grounds Maintenance	1,235,170	1,370,696	1,171,193	1,327,185	1,340,457	1,353,862	1,367,400	1,381,074	1,394,885
24	Building Services	845,952	890,663	856,794	881,280	890,093	898,994	907,984	917,064	926,234
25	Senior Center	192,676	240,823	174,426	209,949	212,049	214,169	216,311	218,474	220,659
26	TOTAL PARKS & RECREATION	\$ 3,646,900	\$ 3,991,412	\$ 3,480,425	\$ 3,884,641	\$ 3,923,487	\$ 3,962,722	\$ 4,002,349	\$ 4,042,373	\$ 4,082,797
27	POLICE									
28	Police Administration	\$ 538,817	\$ 554,675	\$ 549,301	\$ 552,907	\$ 558,436	\$ 564,020	\$ 569,660	\$ 575,357	\$ 581,110
29	Patrol	4,343,720	4,889,288	4,826,063	4,832,383	4,880,707	4,929,514	4,978,809	5,028,597	5,078,883
30	Criminal Investigation	1,416,553	1,479,462	1,441,466	1,492,834	1,507,763	1,522,840	1,538,069	1,553,449	1,568,984
31	Special Services	441,165	380,341	371,061	511,954	517,073	522,244	527,466	532,741	538,068
32	Animal Control	418,869	435,033	460,351	477,758	482,536	487,361	492,235	497,157	502,128
33	School Guards	79,568	84,550	64,000	85,211	86,063	86,924	87,793	88,671	89,558
34	Crime Prevention	152,511	151,235	148,210	151,748	153,265	154,798	156,346	157,909	159,489
35	Communications / Records	1,162,862	1,211,653	1,232,049	1,319,716	1,332,913	1,346,243	1,359,705	1,373,302	1,387,035
36	Detention Services	308,584	319,737	319,662	270,000	272,700	275,427	278,181	280,963	283,773
37	TOTAL POLICE	\$ 8,862,650	\$ 9,505,974	\$ 9,412,163	\$ 9,694,511	\$ 9,791,456	\$ 9,889,370	\$ 9,988,264	\$ 10,088,147	\$ 10,189,028

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
GENERAL FUND
EXPENDITURE DETAIL

PROPOSED

	GENERAL FUND EXPENDITURES	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
38	PUBLIC WORKS									
39	Engineering / Planning	\$ 392,535	\$ 403,059	\$ 420,435	\$ 387,903	\$ 391,782	\$ 395,700	\$ 399,657	\$ 403,654	\$ 407,690
40	Building Inspection	591,448	480,172	572,502	507,481	512,556	517,682	522,858	528,087	533,368
41	Streets	3,024,312	3,550,038	3,602,414	3,543,590	3,579,026	3,614,817	3,650,965	3,687,474	3,724,349
42	Traffic Operations	623,537	870,772	1,030,652	926,743	936,011	945,371	954,824	964,373	974,016
43	Planning	177,874	219,433	198,098	159,358	160,951	162,561	164,187	165,828	167,487
44	Code Services	230,789	270,566	288,181	266,308	268,971	271,661	274,377	277,121	279,892
45	Equipment Services	1,025,289	1,136,239	1,068,240	1,083,139	1,093,970	1,104,910	1,115,959	1,127,119	1,138,390
46	TOTAL PUBLIC WORKS	\$ 6,065,783	\$ 6,930,279	\$ 7,180,523	\$ 6,874,523	\$ 6,943,268	\$ 7,012,701	\$ 7,082,828	\$ 7,153,656	\$ 7,225,193
47	FIRE									
48	Fire Administration	\$ 611,204	\$ 633,825	\$ 628,486	\$ 649,945	\$ 656,445	\$ 663,009	\$ 669,639	\$ 676,336	\$ 683,099
49	Fire Prevention	290,107	244,277	293,341	254,258	256,801	259,369	261,963	264,582	267,228
50	Fire Suppression	4,268,594	4,294,259	4,215,509	4,330,457	4,373,761	4,417,499	4,461,674	4,506,291	4,551,354
51	Advanced Life Support	1,542,286	1,700,743	1,658,310	1,697,817	1,714,795	1,731,943	1,749,262	1,766,755	1,784,422
52	Emergency Management Administrator	130,514	136,142	136,142	140,409	141,813	143,232	144,664	146,111	147,572
53	TOTAL FIRE	\$ 6,842,706	\$ 7,009,246	\$ 6,931,788	\$ 7,072,886	\$ 7,143,615	\$ 7,215,051	\$ 7,287,202	\$ 7,360,074	\$ 7,433,675
54										
55	Transfer to Fund 007 Medical Insurance	\$ -	\$ 340,400	\$ 340,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
56	Medical Insurance Fund Dissolution	-	-	167,510	-	-	-	-	-	-
57	Transfer To One Time Project Fund From Fund Balance	1,113,895	425,662	425,662	-	-	-	-	-	-
58	Transfer To Grant Fund	22,542	15,000	15,000	95,000	15,000	95,000	15,000	95,000	95,000
59	Transfer to Emergency (COVID-19) Fund	-	-	170,000	-	-	-	-	-	-
60	Transfer To Streets CIP Fund	48,100	-	72,790	265,000	1,800,000	1,250,000	110,000	1,250,000	502,500
61	Reserve For TIF	40,225	53,000	21,448	73,019	75,575	78,220	80,957	83,791	86,724
62	Reserve for P-25 Compliant Public Safety Radios	-	350,000	350,000	838,003	-	-	-	-	-
63	Economic Incentive Grants (Ends 01/20)	300,000	100,000	100,000	-	-	-	-	-	-
64	Loan Payment (Ends 12/21)	240,228	240,228	240,228	240,228	60,057	-	-	-	-
65	TOTAL TRANSFERS AND OTHER	1,764,991	1,524,290	1,903,038	1,511,250	1,950,632	1,423,220	205,957	1,428,791	684,224
66										
67	TOTAL GENERAL FUND EXPEND.	\$ 31,738,632	\$ 33,871,582	\$ 33,787,308	\$ 34,266,139	\$ 35,033,070	\$ 34,836,482	\$ 33,953,353	\$ 35,513,660	\$ 35,109,942

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
UTILITY FUND
WATER & WASTEWATER SERVICES

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	REVENUES									
1	Residential Water Sales	\$ 5,268,695	\$ 5,300,000	\$ 5,400,000	\$ 5,400,000	\$ 5,508,000	\$ 5,618,160	\$ 5,730,523	\$ 5,845,134	\$ 5,962,036
2	Multi-Family Water Sales	794,549	750,000	770,000	770,000	785,400	801,108	817,130	833,473	850,142
3	Commercial Water Sales	1,365,147	1,350,000	1,340,000	1,360,000	1,387,200	1,414,944	1,443,243	1,472,108	1,501,550
4	Water Sales Other	1,235	-	1,000	1,000	1,020	1,040	1,061	1,082	1,104
5	Water Sales Irrigation	467,413	480,000	510,000	510,000	520,200	530,604	541,216	552,040	563,081
6	Water Taps	10,344	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
7	Schools Water Sales	144,845	150,000	155,000	165,000	168,300	171,666	175,099	178,601	182,173
8	Reimbursement for Summit Tank	548	-	600	600	600	600	600	600	600
9	TOTAL WATER REVENUES	\$ 8,052,776	\$ 8,040,000	\$ 8,186,600	\$ 8,216,600	\$ 8,380,720	\$ 8,548,122	\$ 8,718,873	\$ 8,893,038	\$ 9,070,687
10										
11	Residential Sewer Service	\$ 6,736,681	\$ 6,300,000	\$ 6,500,000	\$ 6,500,000	\$ 6,565,000	\$ 6,630,650	\$ 6,696,957	\$ 6,763,926	\$ 6,831,565
12	Multi - Family Sewer Service	1,491,331	1,400,000	1,455,000	1,455,000	1,469,550	1,484,246	1,499,088	1,514,079	1,529,220
13	Commercial Sewer Service	1,471,387	1,350,000	1,450,000	1,470,000	1,484,700	1,499,547	1,514,542	1,529,688	1,544,985
14	Sewer Taps	4,128	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600
15	Schools Sewer Sales	123,556	130,000	117,000	123,000	124,230	125,472	126,727	127,994	129,274
16	TOTAL SEWER REVENUES	\$ 9,827,083	\$ 9,183,600	\$ 9,525,600	\$ 9,551,600	\$ 9,647,080	\$ 9,743,515	\$ 9,840,914	\$ 9,939,287	\$ 10,038,644
17										
18	Interest on Investments	\$ 206,475	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
19	Sale of Fixed Assets	1,228	-	-	-	-	-	-	-	-
19	Refunds from Trinity River Authority	27,984	-	326,883	-	-	-	-	-	-
20	Service Charges	128,195	130,000	89,000	130,000	130,000	130,000	130,000	130,000	130,000
21	Miscellaneous Income	11,991	5,000	5,000	5,000	5,050	5,101	5,152	5,203	5,255
22	Cash Over And Short	(207)	-	-	-	-	-	-	-	-
23	Auction Proceeds		-	-	-	-	-	-	-	-
23	Return Check Fees	7,490	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
24	Scrap Metal Sales	4,510	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
25	City Services Reimbursements	47,131	-	26,000	26,000	26,000	26,000	26,000	26,000	26,000
26	Penalties	167,451	130,000	130,000	165,000	166,650	168,317	170,000	171,700	173,417
27	TOTAL OTHER REVENUE	\$ 602,248	\$393,500	\$ 705,383	\$454,500	\$456,200	\$457,917	\$459,651	\$461,403	\$463,172
28										
29	TOTAL REVENUES	\$ 18,482,107	\$ 17,617,100	\$ 18,417,583	\$ 18,222,700	\$ 18,484,000	\$ 18,749,554	\$ 19,019,438	\$ 19,293,728	\$ 19,572,503

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
UTILITY FUND
WATER & WASTEWATER SERVICES

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
30										
31	EXPENDITURES									
32	Utility Accounting	\$ 1,026,528	\$ 1,169,420	\$ 1,274,620	\$ 1,091,798	\$ 1,102,716	\$ 1,113,743	\$ 1,124,881	\$ 1,136,130	\$ 1,147,491
33	Utility Administration	491,720	391,729	403,725	384,747	388,595	392,481	396,405	400,369	404,373
34	Water Services	3,996,241	4,514,065	4,395,520	4,643,674	4,875,857	5,119,650	5,375,633	5,644,414	5,926,635
35	Wastewater Services	5,359,634	5,876,545	6,366,139	5,796,452	5,995,725	6,194,997	6,394,270	6,593,543	6,792,816
36	TOTAL OPERATING EXPEND.	\$ 10,874,123	\$ 11,951,759	\$ 12,440,004	\$ 11,916,671	\$ 12,362,893	\$ 12,820,872	\$ 13,291,189	\$ 13,774,457	\$ 14,271,315
37										
38	Debt Principal (Last Pymt. 02-15-2020)	\$ 345,000	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39	Interest on Debt	3,274	752	752	-	-	-	-	-	-
40	Paying Agent Fees	600	600	600	-	-	-	-	-	-
41	Transfer to General Fund	1,714,710	1,761,710	1,761,710	1,761,710	1,812,874	1,839,085	1,865,726	1,892,803	1,892,803
42	Transfer to CIP	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000
43	Transfer Out Pilot Franchise Tax	514,413	528,513	528,513	528,513	543,862	551,726	559,718	567,841	567,841
44	Transfer to Emergency (COVID-19) Fund	-	-	14,700	-	-	-	-	-	-
45	Transfer Out to Medical Insurance Fund	-	41,200	41,200	-	-	-	-	-	-
46	Medical Insurance Fund Dissolution	-	-	23,614	-	-	-	-	-	-
47	TOTAL NON-OPER. EXPEND.	\$ 7,577,997	\$ 7,442,775	\$ 7,481,089	\$ 7,290,223	\$ 7,356,736	\$ 7,390,811	\$ 7,425,444	\$ 7,460,644	\$ 7,460,644
48										
49	TOTAL FUND EXPENDITURES	\$ 18,452,120	\$ 19,394,534	\$ 19,921,093	\$ 19,206,894	\$ 19,719,629	\$ 20,211,683	\$ 20,716,633	\$ 21,235,101	\$ 21,731,959
50										
51	FUND BALANCE SUMMARY									
52	Beginning Fund Balance	\$ 9,429,759	\$ 8,237,364	\$ 9,459,746	\$ 7,956,236	\$ 6,972,043	\$ 5,736,414	\$ 4,274,285	\$ 2,577,090	\$ 635,717
53	Change in Fund Balance	29,987	(1,777,434)	(1,503,510)	(984,194)	(1,235,629)	(1,462,128)	(1,697,195)	(1,941,373)	(2,159,457)
54	Ending Fund Balance	\$ 9,459,746	\$ 6,459,930	\$ 7,956,236	\$ 6,972,043	\$ 5,736,414	\$ 4,274,285	\$ 2,577,090	\$ 635,717	\$ (1,523,739)
53										
54	Operating Reserve	3,033,225	3,188,143	3,274,700	3,157,298	3,241,583	3,322,468	3,405,474	3,490,701	3,572,377
55	Fund Balance Over Reserve	\$ 6,426,521	\$ 3,271,787	\$ 4,681,536	\$ 3,814,745	\$ 2,494,831	\$ 951,817	\$ (828,384)	\$ (2,854,984)	\$ (5,096,116)
56										
57	Days Operating Expenditures	187	122	146	132	106	77	45	11	(26)

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
DRAINAGE FUND

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	REVENUES									
1	Logic Interest	\$ 2,559	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Residential	480,423	477,000	481,000	481,000	481,000	481,000	481,000	481,000	481,000
4	Commercial & Multi Family	178,219	260,000	262,000	288,000	288,000	288,000	288,000	288,000	288,000
5	Total for Drainage Charges	\$ 661,200	\$ 737,000	\$ 744,200	\$ 769,000	\$ 769,000	\$ 769,000	\$ 769,000	\$ 769,000	\$ 769,000
6	City Services Reimbursement by Property Owner (Bagwall)	20,646	10,000	21,423	10,000	10,000	10,000	10,000	10,000	10,000
7	TOTAL REVENUES	\$ 681,846	\$ 747,000	\$ 765,623	\$ 779,000	\$ 779,000	\$ 779,000	\$ 779,000	\$ 779,000	\$ 779,000
8	EXPENDITURES									
9	Drainage Admin, Operations, Phase II	\$ 351,140	\$392,633	\$393,831	\$ 362,672	\$ 366,299	\$ 369,962	\$ 373,661	\$ 377,398	\$ 381,172
10	Erosion Control	105,444	60,000	-	60,000	60,000	60,000	60,000	60,000	60,000
11	Capital Projects	148,879	669,669	637,561	391,932	325,000	326,000	36,000	1,204,000	25,000
12	Transfer to Medical Insurance Fund	-	6,400	8,983	-	-	-	-	-	-
13	TOTAL EXPENDITURES	\$ 605,463	\$ 1,128,702	\$ 1,040,375	\$ 814,604	\$ 751,299	\$ 755,962	\$ 469,661	\$ 1,641,398	\$ 466,172
14										
15	NET REVENUES	\$ 76,384	\$ (381,702)	\$ (274,752)	\$ (35,604)	\$ 27,701	\$ 23,038	\$ 309,339	\$ (862,398)	\$ 312,828
16										
17	BEGINNING BALANCE	\$ 980,818	\$ 844,765	\$ 1,057,202	\$ 782,450	\$ 746,846	\$ 774,547	\$ 797,585	\$ 1,106,924	\$ 244,526
18										
19	ENDING BALANCE	\$ 1,057,202	\$ 463,063	\$ 782,450	\$ 746,846	\$ 774,547	\$ 797,585	\$ 1,106,924	\$ 244,526	\$ 557,354

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
UTILITY FUND
SOLID WASTE SERVICES

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
1	REVENUES									
2	Garbage Collection Fees (Residential)	\$ 2,483,120	\$ 3,101,961	\$ 3,330,000	\$ 3,420,000	\$ 3,420,000	\$ 3,420,000	\$ 3,420,000	\$ 3,420,000	\$ 3,420,000
3	Landfill Fees (Commercial)	424,496	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000
4	Commercial Collection (Franchise Receipts)	206,916	210,000	220,000	220,000	220,000	220,000	220,000	220,000	220,000
5	Commercial Collection	84,598	97,973	97,973	98,000	98,000	98,000	98,000	98,000	98,000
6	Interest on Investments	20,654	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
7	TOTAL REVENUE	\$ 3,219,784	\$ 3,845,934	\$ 4,083,973	\$ 4,174,000	\$ 4,174,000	\$ 4,174,000	\$ 4,174,000	\$ 4,174,000	\$ 4,174,000
8										
9	EXPENDITURES									
10	Solid Waste Budget	\$ 2,553,498	\$ 3,407,604	\$ 3,494,662	\$ 3,796,084	\$ 3,834,044	\$ 3,872,385	\$ 3,911,109	\$ 3,950,220	\$ 3,989,722
11	Litter Control	246,218	260,753	256,753	249,188	\$ 251,680	\$ 254,197	\$ 256,739	\$ 259,306	\$ 261,899
12	TOTAL OPERATING EXPENSE	\$ 2,799,716	\$ 3,668,356	\$ 3,751,415	\$ 4,045,272	\$ 4,085,725	\$ 4,126,582	\$ 4,167,848	\$ 4,209,526	\$ 4,251,621
13										
14	Transfer to CIP (Alley Repairs)	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
15	Transfer to General Fund	148,600	192,297	192,297	192,297	192,297	192,297	192,297	192,297	192,297
16	Transfer to Medical Insurance Fund	-	8,400	12,090	-	-	-	-	-	-
17	Transfer to Emergency Fund (COVID)	-	-	1,500	-	-	-	-	-	-
17	TOTAL EXPENDITURES	\$ 3,148,316	\$ 4,069,053	\$ 4,107,302	\$ 4,387,569	\$ 4,428,022	\$ 4,468,879	\$ 4,510,145	\$ 4,551,823	\$ 4,593,918
18										
18	FUND BALANCE SUMMARY									
19	Beginning Balance	\$ 591,988	\$ 515,372	\$ 663,456	\$ 640,128	\$ 426,559	\$ 172,538	\$ (122,341)	\$ (458,486)	\$ (836,309)
19	Change in Fund Balance	71,468	(223,119)	(23,328)	(213,569)	(254,022)	(294,879)	(336,145)	(377,823)	(419,918)
20	Ending Fund Balance	\$ 663,456	\$ 292,253	\$ 640,128	\$ 426,559	\$ 172,538	\$ (122,341)	\$ (458,486)	\$ (836,309)	\$ (1,256,228)

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
HOTEL-MOTEL TAX FUND

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	REVENUES									
1	Motel 6	77,956	65,000	52,155	55,250	55,250	55,250	55,250	55,250	55,250
2	Holiday Inn Express	150,458	144,000	103,032	122,400	122,400	122,400	122,400	122,400	122,400
3	Hilton Garden Inn	289,270	305,000	177,237	255,000	255,000	255,000	255,000	255,000	255,000
4	Best Western	117,051	126,000	77,104	100,300	100,300	100,300	100,300	100,300	100,300
5	Alla's Bed and Breakfast	3,603	4,600	1,544	3,060	3,060	3,060	3,060	3,060	3,060
6	Roadway Inn	31,606	-	-	-	-	-	-	-	-
7	La Quinta	122,955	130,000	94,410	106,250	106,250	106,250	106,250	106,250	106,250
8	Hampton Inn and Suites (Jan 2019)	15,475	130,000	90,000	110,500	110,500	110,500	110,500	110,500	110,500
9	Hotel-Motel Taxes	\$ 808,374	\$ 904,600	\$ 595,482	\$ 752,760	\$ 752,760	\$ 752,760	\$ 752,760	\$ 752,760	\$ 752,760
10	Interest on Investments	5,126	3,500	2,400	2,400	2,400	2,400	2,400	2,400	2,400
11	TOTAL REVENUES	\$ 813,500	\$ 908,100	\$ 597,882	\$ 755,160	\$ 755,160	\$ 755,160	\$ 755,160	\$ 755,160	\$ 755,160
12	EXPENDITURES									
13	CVB Cost Center									
14	Administrative Salary/Benefits	33,377	34,612	34,612	34,680	34,680	34,680	34,680	34,680	34,680
15	Office/ Misc Supplies	-	600	600	600	600	600	600	600	600
16	Postage	-	50	50	50	50	50	50	50	50
17	Marketing	-	2,000	2,000	4,000	4,000	4,000	4,000	4,000	4,000
18	Dues and Subscriptions	1,475	1,757	1,757	1,757	1,757	1,757	1,757	1,757	1,757
19	Travel and Training	1,067	3,195	1,400	2,995	2,995	2,995	2,995	2,995	2,995
20	Advertising - General	-	31,152	16,402	31,152	31,152	31,152	31,152	31,152	31,152
21	Advertising- Way-Finding Project	-	150,000	-	150,000	150,000	150,000	150,000	150,000	150,000
22	Advertising- Fieldhouse Sports Tourism	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
23	Insurance (Liability)	3,667	3,667	3,667	3,557	3,557	3,557	3,557	3,557	3,557
24	Legal & Professional	-	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250
25	Multi-Cultural Fusion Fest	-	10,000	-	10,000	10,000	10,000	10,000	10,000	10,000
26	Other Costs and Event Sponsorships	9,338	-	-	-	-	-	-	-	-
27	Convention Center Feasibility Study	1,954	-	-	-	-	-	-	-	-
28	Major Event Planning	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
29	Grants/Incentives									
29-1	Sandra Meadows Tournament (Lions Club)	40,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000
29-2	Great American Sports (GASO)	35,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
29-3	Five Star Camp Sponsorship	-	-	-	-	-	-	-	-	-
29-4	Smokin' Blues and BBQ Festival	-	-	-	-	-	-	-	-	-
29-5	Duncanville Football Classic (ALW)	25,000	-	-	45,000	-	-	-	-	-
29-6	Duncanville Chamber of Commerce (Visitor Center)	17,760	33,445	33,445	33,445	33,445	33,445	33,445	33,445	33,445
29-7	Hampton Inn and Suites Incentive Tax Rebate	-	-	-	45,000	38,675	38,675	45,500	45,500	45,500
30	Promoting the Arts Applicant Pool Available *State Law limits Promotion of the Arts to 15% of gross HOT									
30-1	Duncanville Community Theatre	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
30-2	Museum of International Cultures	58,924	40,000	40,000	-	-	-	-	-	-
31	Transfer to General Fund For Admin. Overhead	53,134	56,302	56,302	56,637	56,637	56,637	56,637	56,637	56,637
32	Transfer to Medical Fund for One-Time and Medical Fund Dissolution	-	-	365	-	-	-	-	-	-
33	TOTAL EXPENDITURES	\$ 310,696	\$ 688,030	\$ 511,850	\$ 740,123	\$ 688,798	\$ 688,798	\$ 695,623	\$ 695,623	\$ 695,623
34										
35	NET REVENUES	\$ 502,804	\$ 220,070	\$ 86,032	\$ 15,037	\$ 66,362	\$ 66,362	\$ 59,537	\$ 59,537	\$ 59,537
36										
37	BEGINNING BALANCE	\$ 1,405,334	\$ 1,487,020	\$ 1,908,138	\$ 1,994,169	\$ 2,009,206	\$ 2,075,568	\$ 2,141,930	\$ 2,201,467	\$ 2,261,005
38										
39	ENDING BALANCE	\$ 1,908,138	\$ 1,707,090	\$ 1,994,169	\$ 2,009,206	\$ 2,075,568	\$ 2,141,930	\$ 2,201,467	\$ 2,261,005	\$ 2,320,542

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 PROPOSED BUDGET
DUNCANVILLE COMMUNITY & ECONOMIC
DEVELOPMENT CORPORATION BOARD

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	REVENUES									
1	4-B Sales Tax	\$ 2,677,425	\$ 2,627,174	\$ 2,463,231	\$ 2,438,231	\$ 2,438,231	\$ 2,438,231	\$ 2,438,231	\$ 2,438,231	\$ 2,438,231
2	Interest Income	47,791	16,000	21,000	20,000	20,000	20,000	20,000	20,000	20,000
3	Total Revenue	\$ 2,725,216	\$ 2,643,174	\$ 2,484,231	\$ 2,458,231	\$ 2,458,231	\$ 2,458,231	\$ 2,458,231	\$ 2,458,231	\$ 2,458,231
4	EXPENSES									
5	Annual Recurring Expenditures									
6	Economic Development	\$ 288,357	\$ 337,111	\$ 372,597	\$ 335,378	\$ 338,732	\$ 342,119	\$ 345,541	\$ 348,996	\$ 352,486
7	KDB	9,697	12,081	9,297	12,000	12,120	12,241	12,364	12,487	12,612
8	Transfer to General Fund	72,803	75,613	75,613	92,242	96,185	96,192	96,918	97,234	57,258
9	Sub-Total Annual Recurring Expenditures	\$ 370,857	\$ 424,805	\$ 457,507	\$ 439,620	\$ 447,037	\$ 450,553	\$ 454,822	\$ 458,717	\$ 422,356
10										
11	Annual Program Expenditures									
12										
13	Design Grants	\$ 19,467	\$ 60,000	\$ 60,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
14	Demo/Rebuild Program	-	100,000	100,000	150,000	150,000	150,000	150,000	150,000	150,000
15	Façade Incentives	-	25,000	25,000	60,000	60,000	60,000	60,000	60,000	60,000
16	Main Station Railroad Flats Water and Mowing Costs	-	100	100	100	100	100	100	100	100
17	Beautification	102,249	126,472	83,899	126,777	128,045	129,326	130,619	131,925	133,244
18	Sustainable Beautification	-	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
19	Sub-Total Annual Program Expenditures	\$ 121,716	\$ 326,572	\$ 283,999	\$ 391,877	\$ 393,145	\$ 394,426	\$ 395,719	\$ 397,025	\$ 398,344
20										
21	Open and Completed Economic Development Project Expenditures									
22	W B Service Company (Projected end is FY18)	27,669	-	-	-	-	-	-	-	-
23	Hampton Inn Suites	45,000	-	-	-	-	-	-	-	-
24	Sub-Total Open Econ. Dev. Project Expenditures	\$ 72,669	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25										
26	Debt Service Expenditures									
27	Fieldhouse Debt (Series 2016) Last pymt Feb. 2025	\$ 536,550	\$ 533,850	\$ 533,850	\$ 537,800	\$ 538,475	\$ 533,775	\$ 538,625	\$ 537,950	\$ -
28	Debt Service (Series 2016) Last pymt Feb. 2021	492,653	487,613	487,613	487,546	-	-	-	-	-
29	Paying Agent Fees	-	800	800	800	800	800	800	800	800
30	Sub-Total Debt Service Expenditures	\$ 1,029,203	\$ 1,022,263	\$ 1,022,263	\$ 1,026,146	\$ 539,275	\$ 534,575	\$ 539,425	\$ 538,750	\$ 800
31										
32	Demo/Asbestos Abatement for Toyota Property	-	-	156,000	-	-	-	-	-	-
33	Business COVID Grants			250,000						
34	Transfer to Medical Fund for One-Time & Dissolution			2,070						
35	Total Expenditures	\$ 1,594,445	\$ 1,773,640	\$ 2,171,839	\$ 1,857,644	\$ 1,379,457	\$ 1,379,553	\$ 1,389,966	\$ 1,394,492	\$ 821,500
36										
37	Net Profit (Loss)	\$ 1,130,771	\$ 869,534	\$ 312,392	\$ 600,587	\$ 1,078,774	\$ 1,078,678	\$ 1,068,265	\$ 1,063,738	\$ 1,636,730
38										
39	FUND BALANCE									
40	BEGINNING BALANCE	\$ 1,855,208	\$ 2,550,462	\$ 2,985,979	\$ 3,298,370	\$ 3,898,958	\$ 4,977,731	\$ 6,056,409	\$ 7,124,673	\$ 8,188,412
41										
42	ENDING BALANCE	\$ 2,985,979	\$ 3,419,996	\$ 3,298,370	\$ 3,898,958	\$ 4,977,731	\$ 6,056,409	\$ 7,124,673	\$ 8,188,412	\$ 9,825,142

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
FIELDHOUSE

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUALS	2019-20 ADOPTED	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	REVENUES									
1	Sponsorship	\$ 73,501	\$ 100,500	\$ 39,230	\$ 50,000	\$ 50,500	\$ 51,005	\$ 51,515	\$ 52,030	\$ 52,551
3	Marketing (Sponsorship)				-	-	-	-	-	-
2	Food and Beverage Sales	290,702	309,000	152,201	237,000	239,370	241,764	244,181	246,623	249,089
3	General Store - Merchandise	1,239	5,000	4,864	5,000	5,050	5,101	5,152	5,203	5,255
4	Beverage Partnership		-	-	-	-	-	-	-	-
4	Court and Facility Rentals	81,461	56,500	41,496	34,000	34,340	34,683	35,030	35,381	35,734
5	Basketball and Volleyball Court Rentals	286,732	435,000	230,410	355,000	358,550	362,136	365,757	369,414	373,109
6	League and Tournament	119,613	-	-	-	-	-	-	-	-
7	Other Sports	42,910	59,600	38,765	68,000	68,680	69,367	70,060	70,761	71,469
8	Camps and After School Program	306,651	276,000	140,254	226,000	228,260	230,543	232,848	235,177	237,528
9	Classes	47,320	64,000	37,571	30,000	30,300	30,603	30,909	31,218	31,530
10	Non Organization (Cash Over/Short)	(45)	-	-	-	-	-	-	-	-
11	Miscellaneous (includes Digital Sign Rev)	93,288	81,871	80,361	80,390	81,194	82,006	82,826	83,654	84,491
12	Total Revenue	\$ 1,343,371	\$ 1,387,471	\$ 765,152	\$ 1,085,390	\$ 1,096,244	\$ 1,107,206	\$ 1,118,279	\$ 1,129,461	\$ 1,140,756
13										
14	EXPENSES									
15	Administrative	\$ 1,046,360	\$ 1,109,422	\$ 938,237	\$ 924,580	\$ 933,826	\$ 943,164	\$ 952,595	\$ 962,121	\$ 971,743
16	Marketing				-	-	-	-	-	-
16	Food Court/Café	102,300	175,705	139,705	131,740	133,057	134,388	135,732	137,089	138,460
17	General Store	80,115	3,750	1,250	3,750	3,788	3,825	3,864	3,902	3,941
18	Beverage Partnership				-	-	-	-	-	-
18	Camps	87,538	78,000	38,250	83,500	84,335	85,178	86,030	86,890	87,759
19	Classes	4,799	5,110	1,110	-	-	-	-	-	-
20	Other	4,096	9,550	7,550	9,550	9,646	9,742	9,839	9,938	10,037
21	Debt Service - Principal (Ends FY25)	435,000	450,000	450,000	470,000	485,000	495,000	515,000	530,000	
22	Debt Service - Interest (Ends FY25)	99,375	83,850	83,850	67,800	53,475	38,775	23,625	7,950	
23	Debt Service - Paying Agent Fees	450	500	500	500	500	500	500	500	
24	Transfer out to Medical Ins Fund		2,640	6,330	-	-	-	-	-	-
25			-	-	0	0	0	0	0	0
25	Total Expenses	\$ 1,860,032	\$ 1,918,527	\$ 1,666,782	\$ 1,691,420	\$ 1,703,626	\$ 1,710,572	\$ 1,727,185	\$ 1,738,391	\$ 1,211,940
26										
27	Net Income(Loss) Before Transfer from DCEDC	\$ (516,661)	\$ (531,056)	\$ (901,630)	\$ (606,030)	\$ (607,382)	\$ (603,366)	\$ (608,907)	\$ (608,930)	\$ (71,185)
28										
29	Transfer In from DCEDC for Debt Service Only	536,550	533,850	533,850	537,800	538,475	533,775	538,625	537,950	
30										
31	Net Income (Loss)	\$ 19,889	\$ 2,794	\$ (367,780)	\$ (68,230)	\$ (68,907)	\$ (69,591)	\$ (70,282)	\$ (70,980)	\$ (71,185)
32										
33	FUND BALANCE									
34	BEGINNING BALANCE	\$ (1,192,531)	\$ (1,102,293)	\$ (1,172,642)	\$ (1,540,423)	\$ (1,608,652)	\$ (1,677,559)	\$ (1,747,150)	\$ (1,817,432)	\$ (1,888,412)
35										
36	ENDING BALANCE	\$ (1,172,642)	\$ (1,099,499)	\$ (1,540,423)	\$ (1,608,652)	\$ (1,677,559)	\$ (1,747,150)	\$ (1,817,432)	\$ (1,888,412)	\$ (1,959,596)

FY 20-21 PROPOSED BUDGET

FUND SUMMARIES

12

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
TIF - TAX INCREMENT FINANCING

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	REVENUES									
1	Transfer In from General Fund	40,225	53,000	21,448	73,019	75,575	78,220	80,957	83,791	86,724
2										
3	TOTAL REVENUES	\$ 40,225	\$ 53,000	\$ 21,448	\$ 73,019	\$ 75,575	\$ 78,220	\$ 80,957	\$ 83,791	\$ 86,724
4	EXPENDITURES									
5	Office Supplies	-	200	200	200	200	200	200	200	200
6	Contractual Services	-	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050
7	Construction	-	-	-	-	-	-	-	-	-
8	Legal/Professional	-	500	500	500	500	500	500	500	500
9	TOTAL EXPENDITURES	\$ -	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750
10										
11	NET REVENUES	\$ 40,225	\$ 50,250	\$ 18,698	\$ 70,269	\$ 72,825	\$ 75,470	\$ 78,207	\$ 81,041	\$ 83,974
12										
13	BEGINNING BALANCE	\$ 196,642	\$ 231,217	\$ 236,867	\$ 255,565	\$ 325,834	\$ 398,659	\$ 474,128	\$ 552,336	\$ 633,377
14										
15	ENDING BALANCE	\$ 236,867	\$ 281,467	\$ 255,565	\$ 325,834	\$ 398,659	\$ 474,128	\$ 552,336	\$ 633,377	\$ 717,351

NOTE: FY20 Revised Budget - actual revenue was \$70,550 but an adjustment was made due to a previous year entry error.

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
Asset Forfeiture Funds

PROPOSED

	SOURCES & USES	2018-19	2019-20	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
	OF FUNDS	ACTUAL	BUDGET	REVISED	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
	REVENUES									
1	Abandoned Asset Forfeiture	\$ 13,104	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300
2	State Asset Forfeiture	160,963	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
3	Federal Asset Forfeiture	71,267	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
4	TOTAL REVENUES	\$ 245,333	\$ 36,800	\$ 36,800	\$ 36,800	\$ 36,800	\$ 36,800	\$ 36,800	\$ 36,800	\$ 36,800
	EXPENDITURES									
6	Abandoned Asset Forfeiture	\$ -	\$ -	\$ 1,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	State Asset Forfeiture	66,375	40,000	37,000	20,000	20,000	20,000	20,000	20,000	20,000
8	Federal Asset Forfeiture	89,419	69,850	177,947	108,011	108,011	108,011	108,011	108,011	108,011
9	TOTAL EXPENDITURES	\$ 155,794	\$ 109,850	\$ 216,075	\$ 128,011	\$ 128,011	\$ 128,011	\$ 128,011	\$ 128,011	\$ 128,011
10										
11	NET REVENUES	\$ 89,539	\$ (73,050)	\$ (179,275)	\$ (91,211)	\$ (91,211)	\$ (91,211)	\$ (91,211)	\$ (91,211)	\$ (91,211)
12										
13	BEGINNING BALANCE	\$ 304,763	\$ 176,702	\$ 394,302	\$ 215,027	\$ 123,816	\$ 32,605	\$ (58,606)	\$ (149,817)	\$ (241,028)
14										
15	ENDING BALANCE	\$ 394,302	\$ 103,652	\$ 215,027	\$ 123,816	\$ 32,605	\$ (58,606)	\$ (149,817)	\$ (241,028)	\$ (332,239)

CITY OF DUNCANVILLE+AC1:AY40
FISCAL YEAR 2020-21 BUDGET
FLEET & EQUIPMENT REPLACEMENT FUND
FIVE - YEAR PLAN
FOR THE FISCAL YEARS 2021 THRU 2026 BUDGETS

PROPOSED

40%
Contribution

40% GF
70% UF
50% SW

40%
Contributions

100%
Contributions

100%
Contributions

100%
Contributions

100%
Contributions

100%
Contributions

	SOURCES & USES	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
1	Interest Income	\$ 36,251	\$ 15,000	\$ 20,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
2	Gain / Loss on Sale of Fixed Assets	135,479	-	-	-	-	-	-	-	-
3	Insurance Recovery	9,530	-	1,296	-	-	-	-	-	-
4	General Fund Contributions	483,226	481,724	481,724	463,914	1,158,324	1,301,221	1,337,537	1,368,010	1,392,431
5	Utility Fund Contributions	99,241	195,462	195,462	110,538	270,545	280,609	312,250	327,644	335,045
6	Solid Waste Fund Contributions	7,180	8,976	8,976	7,606	17,705	17,705	17,705	17,705	17,705
7	Total Revenue	\$ 770,908	\$ 701,162	\$ 707,458	\$ 597,058	\$ 1,461,573	\$ 1,614,535	\$ 1,682,492	\$ 1,728,359	\$ 1,760,180
8										
9	EXPENSES									
10	Other Equipment									
11	Vehicles and Equipment	1,202,996	641,345	1,137,698	1,173,463	2,209,191	1,423,846	1,644,417	1,848,611	1,213,589
12										
13	Total Expenses	\$ 1,202,996	\$ 641,345	\$ 1,137,698	\$ 1,173,463	\$ 2,209,191	\$ 1,423,846	\$ 1,644,417	\$ 1,848,611	\$ 1,213,589
14										
15	Net Income	\$ (432,089)	\$ 59,817	\$ (430,240)	\$ (576,405)	\$ (747,618)	\$ 190,688	\$ 38,075	\$ (120,253)	\$ 546,591
16										
17	FUND BALANCE									
18										
19	BEGINNING BALANCE	\$ 2,656,871	\$ 2,060,536	\$ 2,224,782	\$ 1,794,542	\$ 1,218,136	\$ 470,519	\$ 661,207	\$ 699,282	\$ 579,029
20										
21	ENDING BALANCE	\$ 2,224,782	\$ 2,120,353	\$ 1,794,542	\$ 1,218,136	\$ 470,519	\$ 661,207	\$ 699,282	\$ 579,029	\$ 1,125,620

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
IT REPLACEMENT FUND

PROPOSED

SOURCES & USES		2018-19 ACTUAL	2019-20 BUDGET	30% Funding	Proposed 80% Funding	100% Funding	100% Funding	100% Funding	100% Funding	100% Funding
				2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
1	General Fund Contributions	\$ 183,232	\$ 44,652	\$ 44,652	\$ 114,240	\$ 145,971	\$ 145,971	\$ 145,971	\$ 145,971	\$ 145,971
2	Utility Fund Contributions	12,254	3,168	3,168	8,448	10,560	10,560	10,560	10,560	10,560
3	Eco. Development Fund Contributions	1,320	366	366	976	1,220	1,220	1,220	1,220	1,220
4	Field House Fund Contributions	7,404	1,380	1,380	4,096	5,120	5,120	5,120	5,120	5,120
5	Total Revenue	\$ 204,210	\$ 49,566	\$ 49,566	\$ 127,760	\$ 162,871	\$ 162,871	\$ 162,871	\$ 162,871	\$ 162,871
6										
7	EXPENSES									
8	IT Equipment Replacement	\$ 243,175	\$ 119,100	\$ 119,100	\$ 240,200	\$ 65,400	\$ 208,000	\$ 208,700	\$ 118,500	\$ 191,500
9										
10										
11	Total Expenses	\$ 243,175	\$ 119,100	\$ 119,100	\$ 240,200	\$ 65,400	\$ 208,000	\$ 208,700	\$ 118,500	\$ 191,500
12										
13	Net Income	\$ (38,965)	\$ (69,534)	\$ (69,534)	\$ (112,440)	\$ 97,471	\$ (45,129)	\$ (45,829)	\$ 44,371	\$ (28,629)
14										
15	FUND BALANCE									
16										
17	BEGINNING BALANCE	\$ 225,868	\$ 223,578	\$ 186,903	\$ 117,369	\$ 4,929	\$ 102,401	\$ 57,272	\$ 11,443	\$ 55,815
18										
19	ENDING BALANCE	\$ 186,903	\$ 154,044	\$ 117,369	\$ 4,929	\$ 102,401	\$ 57,272	\$ 11,443	\$ 55,815	\$ 27,186

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
COMPREHENSIVE SELF INSURANCE FUND
(LIABILITY AND WORKERS COMP)

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	REVENUES									
1	General Fund Contributions	\$ 392,012	\$ 392,018	\$ 392,018	\$ 380,489	\$ 380,489	\$ 380,489	\$ 380,489	\$ 380,489	\$ 380,489
2	Utility Fund Contributions	53,465	53,465	53,465	51,861	51,861	51,861	51,861	51,861	51,861
3	Hotel Tax Fund Contributions	3,667	3,667	3,667	3,557	3,557	3,557	3,557	3,557	3,557
4	E.D.C. Fund Contributions	11,988	11,988	11,988	11,628	11,628	11,628	11,628	11,628	11,628
5	Solid Waste Fund Contribution	9,085	9,085	9,085	8,812	8,812	8,812	8,812	8,812	8,812
6	Drainage Fund Contribution	4,890	4,890	4,890	4,743	4,743	4,743	4,743	4,743	4,743
7	Fieldhouse Fund Contribution	7,335	7,335	7,335	7,115	7,115	7,115	7,115	7,115	7,115
8	Premiums	\$ 482,442	\$ 482,448	\$ 482,448	\$ 468,205	\$ 468,205	\$ 468,205	\$ 468,205	\$ 468,205	\$ 468,205
9	Pooled Interest Income	14,626	6,100	5,000	6,000	6,500	7,000	7,000	7,000	7,000
10	Total Revenue	\$ 497,068	\$ 488,548	\$ 487,448	\$ 474,205	\$ 474,705	\$ 475,205	\$ 475,205	\$ 475,205	\$ 475,205
11	EXPENSES									
12	Administrative and Insurance Premiums	\$ 267,158	\$ 299,296	\$ 300,788	\$ 365,141	\$ 372,443	\$ 379,892	\$ 387,490	\$ 395,240	\$ 403,145
13	Workers Compensation Claims	280,869	175,000	250,000	280,000	285,600	291,312	297,138	303,081	309,143
14	Liability Claims	61,643	60,000	60,000	61,200	62,424	63,672	64,946	66,245	67,570
15	Total Expenses	\$ 609,670	\$ 534,296	\$ 610,788	\$ 706,341	\$ 720,467	\$ 734,877	\$ 749,574	\$ 764,566	\$ 779,857
16										
17	Net Income	\$ (112,601)	\$ (45,748)	\$ (123,340)	\$ (232,136)	\$ (245,762)	\$ (259,672)	\$ (274,369)	\$ (289,361)	\$ (304,652)
18										
19	FUND BALANCE									
20										
21	BEGINNING BALANCE	\$ 824,039	\$ 737,160	\$ 711,438	\$ 588,098	\$ 355,962	\$ 110,200	\$ (149,472)	\$ (423,841)	\$ (713,202)
22										
23	ENDING BALANCE	\$ 711,438	\$ 691,413	\$ 588,098	\$ 355,962	\$ 110,200	\$ (149,472)	\$ (423,841)	\$ (713,202)	\$ (1,017,854)
24	Days of Fund Balance	426	472	351	184	56	(74)	(206)	(340)	(476)

**CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
MEDICAL SELF INSURANCE FUND**

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED
1	Premiums			
2	Employer Health Premium Contributions	\$ 2,926,728	\$ 2,700,000	\$ 2,700,000
3	Employee/Dependent Health Premiums	566,238	564,035	564,035
4	COBRA Premiums	(1,915)		
5	Retirees Premiums	271,788	298,907	298,907
6	Interest Income	55,014	28,000	28,000
7	Miscellaneous	2,635		
8	Stop / Loss Reimbursement	2,180		
9	Transfer In One-Time Contribution All Funds	400,000	400,000	400,000
10	Transfer in for Medical Fund Dissolution			202,930
11	Total Revenue	\$4,222,668	\$3,990,942	\$ 4,193,872
12	Employee premium expense (fully insured)	\$ 3,329,938	\$ 3,288,884	\$ 3,288,884
13	Retiree premium expense (fully insured)	577,767	604,165	604,165
14	Contractual Services	47,784	37,080	37,080
15	Employee Health (self-insured)	10,527		
16	Employee Prescriptions (self-insured)			
17	Retiree Health Claims (self-insured)			
18	Retiree Prescription Claims (self-insured)			
19	Admin / Re-Ins Expenses	7,319	8,000	8,000
20	Miscellaneous	(570)	5,000	5,000
21	Total Expenses	\$ 3,972,766	\$ 3,943,129	\$ 3,943,129
22	Net Income (Loss)	\$ 249,902	\$ 47,813	\$ 250,743
23	FUND BALANCE			
24	BEGINNING BALANCE	(\$500,645)	(\$832,558)	(\$250,743)
25	ENDING BALANCE	(\$250,743)	(\$784,745)	\$0
	Days of Operations/Claims	(23)	(73)	0

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
GENERAL DEBT SERVICE FUND

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	REVENUES									
1	Ad Valorem Taxes	\$ 1,322,190	\$ 1,383,157	\$ 1,383,157	\$ 1,383,157	\$ 1,383,157	\$ 1,383,157	\$ 1,383,157	\$ 1,383,157	\$ 1,383,157
2	Delinquent Taxes	16,180	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
3	Penalties and Interest	15,956	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
4	Interest Earnings Debt Service	35,460	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
5	TOTAL REVENUES	\$ 1,389,786	\$ 1,428,157	\$ 1,428,157	\$ 1,428,157	\$ 1,428,157	\$ 1,428,157	\$ 1,428,157	\$ 1,428,157	\$ 1,428,157
6										
7	EXPENDITURES									
8	Principal Retirement		\$ 340,000	\$ 340,000	\$ 720,000	\$ 755,000	\$ 795,000	\$ 825,000	\$ 855,000	\$ 890,000
9	Interest on Debt		1,140,642	1,140,642	763,632	726,757	688,007	655,757	630,557	595,481
10	Paying Agent Fees / Bonds Issuance Costs		600	600	600	600	600	600	600	600
11	Transfer to the General Fund		-	-	-	-	-	-	-	-
12	TOTAL EXPENDITURES	\$ -	\$ 1,481,242	\$ 1,481,242	\$ 1,484,232	\$ 1,482,357	\$ 1,483,607	\$ 1,481,357	\$ 1,486,157	\$ 1,486,081
13										
14	NET REVENUES	\$ 1,389,786	\$ (53,085)	\$ (53,085)	\$ (56,075)	\$ (54,200)	\$ (55,450)	\$ (53,200)	\$ (58,000)	\$ (57,924)
15										
16	FUND BALANCE									
17	BEGINNING BALANCE	\$ (9,292)	\$ 1,361,708	\$ 1,380,494	\$ 1,327,409	\$ 1,271,334	\$ 1,217,134	\$ 1,161,684	\$ 1,108,484	\$ 1,050,484
18										
19	ENDING BALANCE	\$ 1,380,494	\$ 1,308,623	\$ 1,327,409	\$ 1,271,334	\$ 1,217,134	\$ 1,161,684	\$ 1,108,484	\$ 1,050,484	\$ 992,560

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
STREET CIP FUND

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	REVENUES									
1	Transfer from General Fund	\$ 48,100	\$ -	\$ 72,790	\$ 265,000	\$ 1,800,000	\$ 1,250,000	\$ 110,000	\$ 1,250,000	\$ 502,500
2	TOTAL REVENUES	\$ 48,100	\$ -	\$ 72,790	\$ 265,000	\$ 1,800,000	\$ 1,250,000	\$ 110,000	\$ 1,250,000	\$ 502,500
3	EXPENDITURES									
4	Wintergreen Rd & Main Intersection Improvements Eng & Phase I Construction/ROW		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Street CIP Projects	27,489		24,111	265,000	1,800,000	1,250,000	120,000	1,250,000	502,500
6	N. Main Street Improv. - Camp Wisdom to IH-20				-	-	-	-	-	-
7	Landscape Architectural I-20				-	-	-	-	-	-
8	Landscape - US 67 - Masterplan	16,771		48,679	-	-	-	-	-	-
9	TOTAL EXPENDITURES	\$ 44,260	\$ -	\$ 72,790	\$ 265,000	\$ 1,800,000	\$ 1,250,000	\$ 120,000	\$ 1,250,000	\$ 502,500
10										
11	NET REVENUES	\$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,000)	\$ -	\$ -
12										
13	BEGINNING BALANCE	\$ 64,735	\$ (1,015)	\$ 68,574	\$ 68,574	\$ 68,574	\$ 68,574	\$ 68,574	\$ 58,574	\$ 58,574
14										
15	ENDING BALANCE	\$ 68,574	\$ (1,015)	\$ 68,574	\$ 68,574	\$ 68,574	\$ 68,574	\$ 58,574	\$ 58,574	\$ 58,574

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
CIP ALLEY RECONSTRUCTION

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
	REVENUES									
1	Transfer from Solid Waste	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
2	TOTAL REVENUES	\$ 200,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
3	EXPENDITURES									
4	Design - Digitize, Catalog, GIS draw		\$ 5,000	\$ 5,000		\$ -	\$ -	\$ -	\$ -	\$ -
5	Forest Hills No.4,8,&11 (Granada/ Flamingo)	229,394	-		-	-	-	-	-	-
6	Forest Hills No. 9,11,&13 (Madrid/Granada)	25,445	348,000	17,555	338,500	-	-	-	-	-
7	Forest Hills (E. Cherry/ E. Center)		-		40,000	303,500	-	-	-	-
8	Forest Hills (Center/Alexander)		-		-	-	55,000	418,500		
9	Wishing Star		-		-	-	-	-	40,000	308,500
10	TOTAL EXPENDITURES	\$ 254,839	\$ 353,000	\$ 22,555	\$ 378,500	\$ 303,500	\$ 55,000	\$ 418,500	\$ 40,000	\$ 308,500
11										
12	NET REVENUES	\$ (54,839)	\$ (153,000)	\$ 127,445	\$ (228,500)	\$ (103,500)	\$ 145,000	\$ (218,500)	\$ 160,000	\$ (108,500)
13										
14	BEGINNING BALANCE	\$ 300,747	\$ 199,679	\$ 245,908	\$ 373,353	\$ 144,853	\$ 41,353	\$ 186,353	\$ (32,147)	\$ 127,853
15										
16	ENDING BALANCE	\$ 245,908	\$ 46,679	\$ 373,353	\$ 144,853	\$ 41,353	\$ 186,353	\$ (32,147)	\$ 127,853	\$ 19,353

CITY OF DUNCANVILLE
FISCAL YEAR 2020-21 BUDGET
UTILITY FUND CIP
FIVE - YEAR PLAN FOR THE
FISCAL YEAR 2021-26 BUDGETS

PROPOSED

	SOURCES & USES OF FUNDS	2018-19 ACTUAL	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET	2021-22 BUDGET	2022-23 BUDGET	2023-24 BUDGET	2024-25 BUDGET	2025-26 BUDGET
1	REVENUES									
2	Transfer from Utility Fund	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
3	Interest Revenue	5,646	4,500	2,400	2,400	3,000	3,000	3,000	3,000	3,000
4	Total Revenue	\$ 5,005,646	\$ 5,004,500	\$ 5,002,400	\$ 5,002,400	\$ 5,003,000	\$ 5,003,000	\$ 5,003,000	\$ 5,003,000	\$ 5,003,000
5										
6	EXPENSES									
7	Water and Wastewater CIP	\$ 738,295	\$ 8,344,055	\$ 5,692,626	\$ 8,426,509	\$ 4,591,167	\$ 4,259,000	\$ 4,850,000	\$ 5,000,000	\$ 4,500,000
8	Wastewater Line Replacement (Pipe Burst)	1,799,910	1,303,023	\$ 916,510	1,273,926	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
9	Masterplan	139,906	-	3,294	-	-	-	-	-	-
10	Total Expenses	\$ 2,678,111	\$ 9,647,078	\$ 6,612,430	\$ 9,700,435	\$ 5,591,167	\$ 5,259,000	\$ 5,850,000	\$ 6,000,000	\$ 5,500,000
11										
12	Net Income	\$ 2,327,535	\$ (4,642,578)	\$ (1,610,030)	\$ (4,698,035)	\$ (588,167)	\$ (256,000)	\$ (847,000)	\$ (997,000)	\$ (497,000)
13										
14	FUND BALANCE									
15										
16	BEGINNING BALANCE	\$ 5,218,501	\$ 7,335,065	\$ 7,546,036	\$ 5,936,006	\$ 1,237,971	\$ 649,804	\$ 393,804	\$ (453,196)	\$ (1,450,196)
17										
18	ENDING BALANCE	\$ 7,546,036	\$ 2,692,487	\$ 5,936,006	\$ 1,237,971	\$ 649,804	\$ 393,804	\$ (453,196)	\$ (1,450,196)	\$ (1,947,196)



STAFF REPORT

MEETING: City Council - 01 Sep 2020

TITLE:

Consider appointments to various Boards and Commissions including Audit Committee, Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Social Engagement Partnership, Park & Recreation Advisory Board, Sign Control Board, TIF (Tax Increment Financing Reinvestment Zone Number One), Tri-Cities Animal Control Board.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. **Most engaged citizens in America**
 - **Goal 1: Foster a values-based environment where employees are supported and encouraged to develop, in order to achieve and sustain a healthy relationship between the organization's stakeholders.**

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

Each year the board and commission members whose terms are ending in August of that year are given the opportunity to request reappointment to their current board or commission. In addition, the City advertises the need for new board and commission applicants through various media including the City's website, the Champion monthly newsletter, announcements during City Council meetings, and as a utility billing insert. In addition, the City communicated the need for additional board and commission members to the citizens through its quarterly on the City's LED sign at the corner of Main and Wheatland, posters in the City Hall lobby; as well as other forms of social media. These communication tools were successful resources for recruiting new applicants to fill the vacancies.

The City Council held a Special Meeting to interview each of the new applicants and the applicants requesting a new board. Once appointments have been made by City Council, the new terms for each will begin on September 1, 2020.

POLICY EXPLANATION:

City Council will need to formally appoint citizens to the Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Social Engagement Partnership, Park & Recreation Advisory Board, Sign Control Board, TIF (Tax Increment Financing Reinvestment Zone Number One), and Tri-Cities Animal Control Board to fill the vacancies created by terms ending in August 2020 as well as resignations over the past year

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of appointments to various Boards and Commissions including Audit Committee, Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Social Engagement Partnership, Park & Recreation Advisory Board, Sign Control Board, TIF (Tax Increment Financing Reinvestment Zone Number One), Tri-Cities Animal Control Board.

ATTACHMENTS:

[Attachment 1 - Boards and Commissions Appointments](#)

City Council B&C Appointments

City Planning & Zoning Commission
Appointment for 2 Year Terms
1. Jana McBroom
2. Greg Zylka
3. Betty Culbreath
4. Eric Pena

Zoning Board of Adjustment
Appointment for 2 Year Terms
1. Carolyn Thompson
2. Charles Smith
3. Bobby Lydia
Alt 1. Yolanda Columbus
Alt 2.- TBD

Park & Recreation Advisory Board
Appointment for 2 Year Terms
1. Alexander McLachlan
2. Mary (Beth) Farrell
3. Constance Willis
Appointment for 1 Year Term
1. Jeremy Koontz

Library Adivosry Board
Appointment for 2 Year Terms
1. Cindy Clinton
2. Susan Butsch
3. Jan Knoll
4. Barbara Boddie
5. Shannon Gable

Keep Duncanville Beautiful Board
Appointment for 2 Year Terms
1. Sylvia Wilson Clark
2. Barbara McComb
3. Alice Arnold
4. Yerahí Lopez
5. Demetra Miller
Appointment for 1 Year Term
1. Jose Perales

Sign Control
Appointment for 2 Year Terms
1. Patricia Fields
2. Leslie Bruce
3. TBD

DCEDC
Appointment for 2 Year Terms
1. Derwin Broughton
2. Kenneth Govan
3. Tammy Abney
4. Steve Dial

TIF
Appointment for 2 Year Terms
1. Alex Wheeler
2. Lawrence Golden
3. Yashachika Gipson (replace daniel flores)

Duncanville Neighborhood Vitality Commission
Appointment for 2 Year Terms
1. Brenda O'Brien
2. Tonya Savage
3. Tim Perry
Appointment for 1 Year Term
1

Multicultural Social Engagement Partnership
Appointment for 2 Year Terms
1. Dr. Lavern Holyfield
2. Ann Perry
3. Annette Menefee
4. Loletha Moore

Regional Animal Shelter Board
Appointment for 2 Year Terms
1. Ed Priest



STAFF REPORT

MEETING: City Council - 01 Sep 2020

TITLE:

Consider a Resolution repealing the Duncanville Urban Land Bank Authority and Program Resolution No. 2015-012017 and amending the Neighborhood Vitality Commission Resolution No. 2017-052.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
 - Goal: N/A
 - WorkPlan Item N/A

STAFF RESPONSIBLE:

Jessica James, Economic Development Director

BACKGROUND/HISTORY:

On December 2, 2014, staff provided City Council with a briefing and discussed the Urban Land Program. During the presentation, staff provided City Council with the background of the program, options associated with creating one, and the next steps in the process.

On January 20, 2015, the City Council adopted Resolution No. 2015-012017 creating the Duncanville Urban Land Bank Authority and Program (DULBA). The DULBA was established to allow for housing and land banking, land and housing exchanges with the Duncanville Economic Development Corporation, to Dallas County, or other appropriate federal, state, or other local entities and provide on-profit authority for the enhancement and possible sales to non-profit organizations. The DULBA's Program Statement lists the purpose of the program to acquire, hold, and transfer unimproved eligible real property pursuant to foreclosure of a tax lien for purposes of affordable housing development.

On February 3, 2015, the Neighborhood Vitality Commission was established with a sunset provision by Resolution No. 2015-020326. The resolution also appointed the Neighborhood Vitality Commission as the members of the DULBA's Board. On July 18, 2017, this resolution was repealed and replaced by Resolution No. 2017-052, which established the formal Neighborhood Vitality Commission.

POLICY EXPLANATION:

During the City Council's Briefing on August 4, 2020, the City Council directed staff to bring back an agenda item to disestablish the land bank as it has been inactive since its creation. In order to disestablish the land bank we must do the following:

- A) repeal Resolution No. 2015-012017, which created the Duncanville Urban Land Bank Authority and Program; and
- B) amend the Neighborhood Vitality Commission Resolution No. 2017-052, which removes the mention of the land bank under the commission's responsibilities.

FUNDING SOURCE:

This item does not require funding.

Contract Log #:

N/A/

RECOMMENDATION:

Staff recommends the City Council consider approving a Resolution repealing the Duncanville Urban Land Bank Authority and Program Resolution No. 2015-012017 and amending the Neighborhood Vitality Commission Resolution No. 2017-052.

ATTACHMENTS:

[Attachment 1 - Resolution No 2015-012017 Urban Land Bank](#)

[Attachment 2 - Resolution No 2017-052 - Establishing the Neighborhood Vitality Commission](#)

[Attachment 3 - Resolution No. - 2020-075 - Repealing Duncanville Urban Land Bank Resolution 2015-012017 - Pdf](#)

[Attachment 4 - Resolution No. - 2017-052R - Amending the Duncanville Neighborhood Vitality Commission Resolution No. 2017-052 - Pdf](#)

Attachment 1

RESOLUTION NO. 2015-012017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CREATING THE DUNCANVILLE URBAN LAND BANK AUTHORITY AND PROGRAM; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is a shortage of safe or sanitary housing at rents that persons of low income can afford that forces persons of low income to live in unsanitary or unsafe housing and in overcrowded and congested housing; and

WHEREAS, these housing conditions are responsible for an increase in and spread of disease and crime, are a menace to the health, safety, morals, and welfare of the residents of the state, impair economic values, and necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety, fire and accident protection, and other public services and facilities; and

WHEREAS, the unsafe and unsanitary housing cannot be cleared and the shortage of safe and sanitary housing for persons of low income cannot be relieved by private enterprises; and,

WHEREAS, the construction of housing projects for persons of low income would not be competitive with private enterprise; and

WHEREAS, the clearance, replanning, and reconstruction of the areas in which unsanitary or unsafe housing exists and the providing of safe and sanitary housing for persons of low income are public uses and purposes and governmental functions of state concern for which public money may be spent and private property acquired; and

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

Section 1: The City Council of the City of Duncanville, Texas, hereby establishes the Duncanville Urban Land Bank Authority in accordance with state law to allow for housing and land banking, land and housing exchanges with the Duncanville Economic Development Corporation, to Dallas County, or other appropriate federal, state or other local entities and provide non-profit authority for the enhancement and possible sales to non-profit organizations as provided by state law, and, shall have all the expressed and implied authority under applicable provisions of the Texas Local Government Code as amended.

Section 2: The City Council shall, after public hearing, by resolution, establish the powers, organization and operations of the Authority, approve and adopt the Program Statement (Exhibit A) for the Duncanville Urban Land Bank Authority and shall annually appoint a Board of Directors.

Section 3: That should any word, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Resolution as a whole.

Section 4: That all provisions of the resolutions of the City of Duncanville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

Section 5: 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 January, 2015.

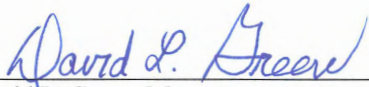
CITY OF DUNCANVILLE, TEXAS

ATTEST:



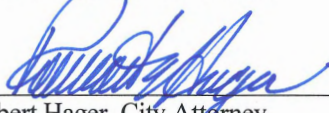
Mary E. Jones, City Secretary

APPROVED:



David L. Green, Mayor

APPROVED AS TO FORM:



Robert Hager, City Attorney

Exhibit A
Duncanville Urban Land Bank Authority
Program Statement
Page 1

Program Purpose: To acquire, hold and transfer unimproved eligible real property pursuant to foreclosure of a tax lien for purposes of affordable housing development and to stabilize distressed communities.

The Duncanville Urban Land Bank Authority (**DULBA**) is the Land Bank approved by the City Council for accomplishment of the program purpose. The DULBA will operate under authority of the resolution and this program statement as an Exhibit A approved by the Duncanville City Council and amendments authorized by the City Council from time to time.

The DULBA will comply with the requirements of the Public Information and Open Meetings provisions of the State Government Code, and will keep accurate minutes of its meetings. The DULBA will keep accurate records and books of account that conform with generally accepted principles of accounting and that clearly reflect the income and expenses of the DULBA and all transactions in relation to its property. The DULBA will file with the City, not later than November 1st of each year, an Urban Land Bank Plan and annual performance report.

Duncanville Urban Land Bank Authority

For acquisition and sale of tax-foreclosed properties, the DULBA shall operate in compliance with the Duncanville Urban Land Bank Authority Plan ("**Land Bank Plan**"), approved annually by the Duncanville Urban Land Bank Authority Board of Directors and the Duncanville City Council per Subtitle A, Title 12, Local Government Code, Chapter 379E, Urban Land Bank Program ("**Code**"). The Land Bank Plan describes the City's methods for allowing the officer charged with selling unimproved real property ordered sold pursuant to the foreclosure of a tax lien to sell certain eligible real property by private sale for purposes of affordable housing development. The Land Bank Plan includes the City's plan for development of tax-foreclosed properties acquired by the DULBA.

City Council Responsibilities

The City of Duncanville City Council will appoint a Board of Directors to the Duncanville Urban Land Bank Authority annually. They will also approve all annual plans and review performance reports after consideration by the Duncanville Urban Land Bank Authority Board of Directors. The Duncanville City Council has final review and approval of all required transactions by the Duncanville Urban Land Bank Authority.

Board of Director Responsibilities

The Duncanville Urban Land Bank Authority's Board of Directors will review, approve and make recommendation for approval to the Duncanville City Council all plans, performance reports and recommended transactions by the DULBA.

City Manager Responsibilities

The City of Duncanville will adopt a Land Bank Plan annually. The plan may be amended from time to time. The City Manager, or his or her designee, will recommend the Land Bank Plan, in compliance with the Code, for consideration for approval by the Duncanville Urban Land Bank Authority Board of Directors; After review by the Board of Directors, the Land Bank Plan will be presented to the Duncanville City Council for final review, consideration, and approval.

Exhibit A
Duncanville Urban Land Bank Authority
Program Statement
Page 2

The Land Bank Plan will include:

- 1) A list of the parcels of real property that may become eligible for sale to the land bank during the plan year;
- 2) A list of community housing development organizations eligible to participate in the "right of first refusal" for acquisition and development of real property sold to the land bank;
- 3) The municipality's plan for affordable housing development on those parcels of real property; and
- 4) The sources and amounts of funding anticipated to be available from the municipality for subsidies for development of affordable housing in the municipality, including any money specifically available for housing developed under the program, as approved by the governing body of the municipality at the time the plan is adopted.

The City Manager, or his or her designee, will identify properties that may become eligible for sale to the DULBA for inclusion in the Land Bank Plan. Prior to a recommendation to the DULBA for tax-foreclosure, in anticipation of DULBA acquisition, each property will be assessed as to its suitability for development as described in the Land Bank Plan, if applicable. In making an assessment of site suitability for affordable housing development under the Land Bank Plan, several criteria must be met, including but not limited to the following:

1. The market value of the property, as specified in the judgment of the foreclosure is less than the total amount due under the judgment, including all taxes, penalties, and interest, plus the value of nontax liens held by a taxing unit and awarded by the judgment, court costs and the cost of the sale;
2. The property is not improved with a building or buildings;
3. There are delinquent taxes on the property for a total of at least five years; and
4. The municipality has executed with the other taxing units that are parties to the tax suit an interlocal agreement that enables those units to agree to participate in the program while retaining the right to withhold consent to the sale of the properties to the land bank.

Exhibit A
Duncanville Urban Land Bank Authority
Program Statement
Page 3

The City Manager, or his or her designee, will annually identify properties potentially eligible for sale to the DULBA under the Land Bank Plan and obtain approval of the participating taxing jurisdictions.

The City Manager, or his or her designee, will review all proposals recommended by the DULBA for purchase and development of DULBA property, recommend proposals for approval to the Duncanville Urban Land Bank Authority Board of Directors and to the Duncanville City Council and notify the DULBA of those proposals subsequently and ultimately approved by the Duncanville City Council.

The City Manager, or his or her designee, will annually review DULBA requests for funding, if any, and will include a recommendation of that amount, if any, that he or she determines to be appropriated in its annual budget recommendation to the Duncanville City Council.

The City Manager, or his or her designee, is authorized to implement the Land Bank Plan in accordance with this Program Statement and establish guidelines and procedures to operate the Program.

DULBA Responsibilities

Following City staff recommendation of a property for acquisition by the DULBA, the City and DULBA will coordinate with the legal service provider for the filing of a tax lawsuit subject to the consent of the participating taxing jurisdictions. The City will notify the participating taxing jurisdictions of properties referred to the legal service provider for a tax lawsuit. If the judgment in the tax lawsuit authorizes sale of the property to the DULBA, DULBA will purchase the property from the officer charged by the Court with the sale of the property for an amount consistent with the sale price authorized in the Interlocal Agreement with the participating taxing jurisdictions.

Exhibit A
Duncanville Urban Land Bank Authority
Program Statement
Page 4

Following Duncanville Urban Land Bank Authority Board and subsequent Duncanville City Council approval, each sale of property acquired by the DULBA as a result of a tax-foreclosure lawsuit will comply with the Code and the Land Bank Plan with regard to deed restrictions on the property for development, occupancy and use of property by qualified low and moderate income households. The DULBA may release the deed restrictions placed on the property upon compliance by the developer.

Annually, not later than the date established by the City Manager, or his or her designee, the DULBA will submit a request to the City for funding for the acquisition of property, legal services for tax lawsuits, real property acquisition services and receipt of property sales revenue. To support its request, the DULBA will determine: 1) the number of properties anticipated to be acquired and sold during the upcoming fiscal year and the anticipated cost and revenue of the acquisition and sales; 2) the projected cost of legal services and real property acquisition services; 3) the projected number of properties to be sold during the upcoming fiscal year and the sale price for the properties; and 4) the availability of non-City resources to cover such costs, if any.

For purposes of evaluating the effectiveness of the Land Bank Plan, the DULBA will submit an annual performance report to the City not later than November 1st of each year in which the DULBA sells property under the Duncanville Urban Land Bank Authority. The performance report will include the information required by the Code and the Land Bank Plan.

The DULBA will maintain in its records for inspection a copy of the sale settlement statement for each property sold by a qualified participating developer and a copy of the first page of the mortgage note with the interest rate and indicating the volume and page number of the instrument as filed with the County Clerk. The DULBA will provide copies of the performance report to the taxing units who were parties to the judgment of foreclosure and will provide notice of the availability of the performance report for review to the organizations and neighborhood associations identified by the City as serving the neighborhoods in which properties sold to the DULBA under the Land Bank Plan are located. The DULBA and the City will maintain copies of the performance report available for public review.

Attachment 2

RESOLUTION NO. 2017-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REPEALING RESOLUTION 2015-020326 PREVIOUSLY ADOPTED AND REPLACING IT WITH RESOLUTION NO. 2017-052 ESTABLISHING THE NEIGHBORHOOD VITALITY COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 26th and 27th, 2014, after the FY 2015 and Planning Year 2016 Budget was adopted, the City Council met at their annual retreat and began a journey, envisioning a bright and vibrant future for the Citizens of Duncanville; and

WHEREAS, the City Council passed Resolution No. 2015-020326, establishing the Duncanville Neighborhood Vitality Commission, with a Sunset Provision of August 30, 2017; and

WHEREAS, the City Council desires the Neighborhood Vitality Commission to remain a viable commission and continue the positive initiatives begun by the Commission; and

WHEREAS, the City Council also desires to amend the mission and structure of the Neighborhood Vitality Commission; 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 does hereby repeal and replace Resolution 2015-020326, with this Resolution 2017-052 to establish the Duncanville Neighborhood Vitality Commission.

SECTION 2. That the City Council of the City of Duncanville does hereby create the Duncanville Neighborhood Vitality Commission to be an ad-hoc committee created to address a specific need in the community.

SECTION 3. That the Duncanville Neighborhood Vitality Commission will be created for the purpose of educating and empowering Duncanville citizens on the civic responsibility required to have sustainable housing values; determine ways to preserve the character of the 1940's-1950's housing options available in Duncanville to ensure sustainable housing values for all citizens; serve as members of the Duncanville Land Bank Board; and to seek ways to further the City Council goal of creating high quality neighborhoods and parks.

SECTION 4. That the Duncanville Neighborhood Vitality Commission shall consist of seven (7) members; with three (3) members serving until August 30, 2018

TM 88077

and four (4) members serving until August 30, 2019; and then staggered terms thereafter. Commission members must be residents of the City of Duncanville.

SECTION 5. Continuance of membership on the Commission shall be contingent upon regular attendance at commission meetings. If as many as three meetings are missed in one calendar year without valid reason, the member shall be automatically divested of membership on the Duncanville Neighborhood Vitality Commission, and a vacancy declared, to be filled for the remainder of the term by appointment of the City Council.

SECTION 6. Each year at the first meeting after newly named appointees have been seated on the Duncanville Neighborhood Vitality Commission, the Commission shall elect a president and a vice-president among its membership. The City Manager shall designate a staff member as commission liaison, who shall serve as an ex-officio member and secretary. Officers may be re-elected as long as they remain on the Commission.

SECTION 7. This commission shall establish a time and date for commission meetings and adopt procedures for these meetings. The commission can hold as many meetings as necessary to complete its purpose, but shall hold at least six meetings per year.

SECTION 8. The secretary shall keep an accurate record of proceedings of the meetings. Minutes of the meeting shall be approved at the next following meeting. Copies of the minutes shall be provided to the City Council.

SECTION 9. The President shall preside over meetings of the Commission, and shall represent the Commission before the City Council or City Administration on matters which have majority vote approval of the commission. The President shall also establish such committees as are necessary for the conduct of the Commission's business.

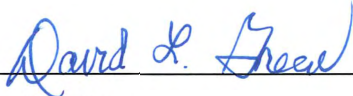
SECTION 10. The Vice President shall assist the President in directing the affairs of the Commission. In the absence of the President, the Vice President shall assume the duties of the President.

SECTION 11. This resolution shall become effective immediately upon its passage.

TM88077

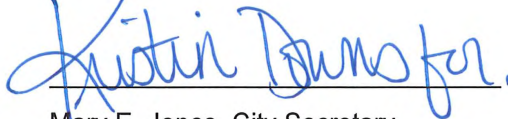
DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of July, 2017.

APPROVED:



David L. Green, Mayor

ATTEST:



Mary E. Jones, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney

TM88077

Exhibit A

RESOLUTION NO. 2015-020326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ESTABLISHING THE DUNCANVILLE NEIGHBORHOOD VITALITY COMMISSION, WITH A SUNSET PROVISION OF AUGUST 30, 2017; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 26th and 27th, 2014, after the FY 2015 and Planning Year 2016 Budget was adopted, the City Council met at their annual retreat and began a journey, envisioning a bright and vibrant future for the Citizens of Duncanville; and

WHEREAS, City Council came together as a team and developed a framework for the City of Duncanville that, like the organizational framework, will stand the test of time and keep the City of Duncanville guided on a path towards a future that previously was unobtainable. The cornerstone of this framework includes the following **Mission Statement**: *Build a vibrant, inclusive community, driven by a commitment to democratic principles and service above self; and*

WHEREAS, the Council also adopted a set of **values** that act as the ‘lenses’ through which any and all strategic, public-policy actions must be viewed and carried out. These values are: *Honesty, Fairness, Integrity, Service above Self, Accountability, Transparency; and*

WHEREAS, the Council also adopted **Four Pillars** that support the Mission Statement and serve to frame future Council decision-making and organizational action to achieve the long-term mission that will see Duncanville to its bright and vibrant future: These four pillars are: *(1) Most engaged citizens in America; (2) Best housing values in Texas; (3) Be the basketball capital of Texas; (4) Be the “edutainment” capital of Texas; and*

WHEREAS, the Council also adopted **Five Bold Steps** to achieve the Four Pillars: *(1) Develop a virtual reality park, including an iDome; (2) Engage 6% of the population (2340) in conversations; (3) Develop a marketing plan to brand Duncanville as the “City of Champions,” including a national sports brand partnership; (4) Preserve the character of the 1940’s and 50’s neighborhoods to ensure sustainable housing values for all citizens; (5) Develop a “forward-thinking” FY 2020 communication plan; and*

WHEREAS, the City Council actively encouraged its’ citizenry to participate in the Boards & Commission application process to create an inclusive voice for Duncanville’s multi-cultural community. Through a diverse and inclusive voice from our Boards and Commissions, the City Council hopes to bridge the gap between Citizen and City Council, forging the future of Duncanville; and

Exhibit A

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

Section 1: That the City Council of the City of Duncanville does hereby create the Duncanville Neighborhood Vitality Commission to be an ad-hoc committee created to address a specific need in the community.

Section 2: That the Duncanville Neighborhood Vitality Commission will be created for the purpose of educating and empowering Duncanville citizens on the civic responsibility required to have sustainable housing values; determine ways to preserve the character of the 1940's – 1950's housing options available in Duncanville to ensure sustainable housing values for all citizens; and serve as members of the Duncanville Land Bank Board.

Section 3: That the Duncanville Neighborhood Vitality Commission shall consist of five (5) members, appointed for a two year term to expire August 30, 2017. Commission members must be residents of the City of Duncanville.

Section 4: Continuance of membership on the Commission shall be contingent upon regular attendance at commission meetings. If as many as three meetings are missed in one calendar year without valid reason, the member shall be automatically divested of membership on the Duncanville Neighborhood Vitality Commission, and a vacancy declared, to be filled for the remainder of the term by appointment of the City Council.

Section 5: Each year at the first meeting after newly named appointees have been seated on the Duncanville Neighborhood Vitality Commission, the Commission shall elect a president and a vice-president among its membership. The City Manager shall designate a staff member as commission liaison, who shall serve as an ex-officio member and secretary. Officers may be re-elected as long as they remain on the Commission.

Section 6: This commission shall establish a time and date for commission meetings and adopt procedures for these meetings. The commission can hold as many meetings as necessary to complete its purpose, but shall hold at least six meetings per year.

Section 7: The secretary shall keep an accurate record of proceedings of the meetings. Minutes of the meeting shall be approved at the next following meeting. Copies of the minutes shall be provided to the City Council.

Section 8: The President shall preside over meetings of the Commission, and shall represent the Commission before the City Council or City Administration on matters which have majority vote

Exhibit A

approval of the commission. The President shall also establish such committees as are necessary for the conduct of the Commission's business.

Section 9: The Vice President shall assist the President in directing the affairs of the Commission. In the absence of the President, the Vice President shall assume the duties of the President.

Section 10: This resolution and commission will expire on August 30, 2017 unless extended by action of the City Council.

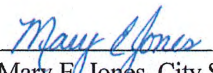
Section 11: This resolution shall become effective immediately upon its passage.

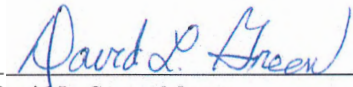
DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of February, 2015.

CITY OF DUNCANVILLE, TEXAS

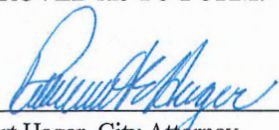
ATTEST:

APPROVED:


Mary E. Jones, City Secretary


David L. Green, Mayor

APPROVED AS TO FORM:


Robert Hager, City Attorney

RESOLUTION NO. 2020-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REPEALING RESOLUTION 2015-012017 IN ITS ENTIRETY; REPEALING DUNCANVILLE URBAN LAND BANK AUTHORITY AND PROGRAM FOR THE CONSTRUCTION OF HOUSING PROJECTS WITHIN THE CITY OF DUNCANVILLE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, adopted Resolution 2015-012017 which established the Duncanville Urban Land Bank Authority and Program in accordance with state law to allow for housing and land banking, land and housing exchanges with the Duncanville Economic Development Corporation; and,

WHEREAS, the City Council believes the establishment of said authority is no longer needed; and

WHEREAS, the City Council desires to repeal said Resolution and the Duncanville Urban Land Bank Authority and Program.

WHEREAS, This resolution shall take effect immediately from and after its passage.

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

SECTION 1. The City Council does hereby repeal Resolution 2015-012017 in its entirety creating the Duncanville Urban Land Bank Authority for the construction of housing projects and funding, if any, within the City of Duncanville and repeals the Duncanville Urban Land Bank Authority and Program and the purposes as set forth are hereby vacated and rescinded.

SECTION 2. That any other prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 1st day of September, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. 2017-052R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING RESOLUTION 2017-052 PREVIOUSLY ADOPTED BY AMENDING SECTION 3 BY REMOVING ANY AND ALL REFERENCE TO THE DUNCANVILLE LAND BANK BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council passed Resolution No. 2017-052, establishing the Duncanville Neighborhood Vitality Commission; and

WHEREAS, the City Council desires the Neighborhood Vitality Commission to remain a viable commission and continue the positive initiatives begun by the Commission; and

WHEREAS, the City Council also desires to amend Section 3 of said Resolution to remove any and all reference to the Duncanville Land Bank Board as that entity has been dissolved; 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 does hereby amend Section 3 of Resolution 2017-052 to read as follows:

“**SECTION 1.**

. . . .

SECTION 3. That the Duncanville Neighborhood Vitality Commission will be created for the purpose of educating and empowering Duncanville citizens on the civic responsibility required to have sustainable housing values; determine ways to preserve the character of the 1940's-1950's housing options available in Duncanville to ensure sustainable housing values for all citizens; and to seek ways to further the City Council goal of creating high quality neighborhoods and parks.”

SECTION 2. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 1st day of September, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 01 Sep 2020

TITLE:

Consider a Resolution authorizing the award of bid IFB No. 20-025 Demolition Services to Midwest Wrecking Company of Texas, Inc. for the real property located at 730 E. I-20 City of Duncanville, in accordance with the proposed pricing bid tabulation attached hereto and incorporated herein as Exhibit 'A', in an amount not to exceed \$163,845.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
 - Goal: N/A
 - WorkPlan Item N/A

STAFF RESPONSIBLE:

Jessica James, Economic Development Director
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The Mayor has requested for this item to be placed on the agenda for reconsideration.

The Duncanville Independent School District owned the former Toyota Dealership located at 730 E. I-20. The Duncanville Community and Economic Development Corporation (DCEDC) along with the City of Duncanville Comprehensive Plan identified this property as an Opportunity Area since it is located in the gateway of the Duncanville community. The property is also located in the Duncanville Tax Increment Financing (TIF) Reinvestment Zone No. 1.

On Tuesday, April 17, 2018, the City Council unanimously approved the purchase of the former Toyota Dealership, located at 730 E. I-20, from the Duncanville Independent School District in the amount of \$900,000.

During a special called meeting on May 7, 2018, the Duncanville Community and Economic Development Corporation unanimously approved the funding to purchase the property in order to demolish the buildings and have the property redeveloped. The Board decided to take the property back to a greenfield condition in order to increase its marketability.

In January 2019, a Phase I Environmental Site Assessment was conducted and determined that the property did have 11 underground hydraulic lifts that had been closed-in-place and one storage underground tank that was filled-in-place on the site. These twelve structures will need to be removed for redevelopment purposes.

A Lead and Asbestos Survey was also conducted and determined that lead and asbestos remediation is necessary for either re-purposing or demolition of the buildings including asphalt removal. The City has received quotes from licensed firms to conduct each of these abatements. The abatements will be completed at time of demolition.

On March 18, 2019, the DCEDC received a notice/order to repair or demolish dangerous or substandard building structures from the City of Duncanville's Building Official. The report cites that the buildings are in violation of many different City codes. Some of the violations include boarded up doors and windows because of numerous break-ins, substandard roofs with leaks throughout the three buildings causing mold inside the structures, faulty or cracked walls allowing vegetation to grow inside the buildings, exposed wiring, inadequate sanitation, and an unsecured structure as there was evidence of someone living in one of the buildings. The Board reviewed this notice during their March 2019 meeting.

On April 22, 2019, the DCEDC Board unanimously approved the demolition of the property located at 730 E I-20 and amended the DCEDC Budget accordingly.

During the April 29, 2018, regular scheduled City Council Meeting, the City Council did not approve awarding a contract for demolition services for the property located at 730 E. IH 20. The City Council wanted the Duncanville Community and Economic Development Corporation to further review the use of the buildings located on the property.

The Duncanville Community and Economic Development Corporation hired Insight Research Company to conduct a land study to further analyze different scenarios utilizing the current buildings as well as partial or complete demolition of the structures to help determine the highest and best use for the property. The analysis was completed and reviewed with the Duncanville Community and Economic Development Corporation and the Duncanville City Council during a joint meeting on January 7, 2020. The Duncanville Community and Economic Development Corporation and the Duncanville City Council both voted to demolish the buildings on the property.

On January 27, 2020, Purchasing issued the IFB No. 20-017 Demolition Services for 730 E. I-20. with a due date of February 14, 2020. The bid request was advertised in the Focus Daily Newspaper on January 24, 2020, February 31, 2020, and February 7, 2020. The bid request was also advertised through the bidding notification system for the Black Chamber of Commerce, Hispanic Chamber of Commerce, Regional Hispanic Contractors Association, North Central Texas Regional Certification Agency, 148 Historically Utilized Business (HUB) vendors from the State of Texas Centralized Master Bidder List, and 100 vendors were solicited through the Public Purchase purchasing vendor system. Additionally, the request for bids was sent out to the companies that previously provided bids in 2019. The Purchasing Division received six (6) responses. Two (2) of the bids received were deemed non-responsive, as they altered the bid document. The Purchasing Division and the Economic Development Department reviewed and checked references for the lowest responsive bid. It was determined the bidder did not meet the listed specifications per the bid solicitation, as the bidder did not have experience with asphalt or concrete lead abatement. The second lowest bidder was 68% higher and did not fall within the approved budgeted amount.

POLICY EXPLANATION:

Bids were released, via Public Purchase, on May 29, 2020, for IFB No. 20-025 Demolition Services for 730 E. I-20. The bid request was also advertised through the bidding notification system for the Black Chamber of Commerce, Hispanic Chamber of Commerce, Regional Hispanic Contractors Association, North Central Texas Regional Certification Agency, 148 Historically Utilized Business

(HUB) vendors from the State of Texas Centralized Master Bidder List, and 36 vendors were solicited through the Public Purchase purchasing vendor system. Additionally, the request for bids was sent out to the companies that previously provided bids in 2019 and 2020. The Purchasing Division received six (6) responses. One (1) of the bids received was deemed non-responsive, as they altered the bid document.

The proposals included:

- Tactical Demolition, Lewisville, TX
- SCM Construction Services LLC, Desoto, TX (WBE)
- Lindamood Demolition, Inc, Irving, TX (WBE)
- Lloyd D. Nabors, Hutchins, TX
- Midwest Wrecking Company of Texas, Inc, Fort Worth, TX
- Coverall Management, Dallas, TX
- Garrett Demolition, Inc., Burleson, TX (Non-Responsive)

After evaluating the total demolition cost and the unit pricing per cubic yard for clean fill to back-fill property, it was determined that Midwest Wrecking Company of Texas, Inc. provided the most advantageous proposal for the City.

FUNDING SOURCE:

The DCEDC Budget will fund the demolition.

Contract Log #:

1420

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the award of bid IFB No. 20-025 Demolition Services to Midwest Wrecking Company of Texas, Inc. for the real property located at 730 E. I-20 City of Duncanville, in accordance with the proposed pricing bid tabulation attached hereto and incorporated herein as Exhibit 'A', in an amount not to exceed \$163,845.

ATTACHMENTS:

[Attachment 1 - IFB-20-025- Bid Tab](#)

[Resolution No. - 2020-068R - Demolition and Lead Abatement Services Contract with Midwest Wrecking Company of Texas, Inc. for 730 E. I-20 with Exhibit A - Pdf](#)

[illegible]

RESOLUTION NO. 2020-068R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE AWARD OF BID IFB NO. 20-025 DEMOLITION SERVICES TO MIDWEST WRECKING COMPANY OF TEXAS, INC. FOR THE REAL PROPERTY LOCATED AT 730 E. I-20 CITY OF DUNCANVILLE, IN ACCORDANCE WITH THE PROPOSED PRICING BID TABULATION ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A', IN AN AMOUNT NOT TO EXCEED \$163,845; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On Tuesday, April 17, 2018, the City Council unanimously approved the purchase of the former Toyota Dealership, located on 730 E. I-20 from the Duncanville Independent School District in the amount of \$900,000; and

WHEREAS, A land study to further analyze different scenarios utilizing the current buildings as well as partial or complete demolition of the structures to help determine the highest and best use for the property was completed and reviewed with the Duncanville City Council and the Duncanville Community and Economic Development Corporation during their joint meeting on January 7, 2020; and

WHEREAS, During the joint on meeting on January 7, 2020, the Duncanville City Council and the Duncanville Community and Economic Development Corporation voted to demolish the buildings on the property.

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 does hereby approve an award of bid to Midwest Wrecking Company of Texas, Inc. of Fort Worth, for Demolition and Lead Abatement Services for real property located at 730 E. I-20 City of Duncanville, in accordance with the proposed pricing bid tabulation, attached hereto and incorporated herein as Exhibit "A", in an amount not to exceed \$163,845.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 1st day of September, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit "A"



**CITY OF DUNCANVILLE/PURCHASING DIVISION
INVITATION TO BID NO. 20-025
DEMOLITION SERVICES LOCATED AT 730 E I-20
BID CLOSING DATE; JUNE 25, 2020**

For further information contact: Sheila Baker, Purchasing Manager
FAX (972)780-5077 sbaker@duncanville.com

INSTRUCTIONS TO BIDDERS

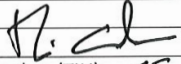
Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Completed Bids (one (1) executed original and one USB and (3) copy) must be received in the Purchasing Office by 2:00 PM., June 25, 2020**, the publicly opened and read aloud at 2:15 P.M. in the Council Briefing Room in City Hall East. Bids must be returned in a sealed envelope, addresses to the Purchasing Manager, City of Duncanville and have the bid number, closing date, and company name clearly marked on the outside envelope. **Bidders should mail or hand deliverer, the bids to the following address:**

City of Duncanville, Sealed Bid Box, PO Box 380280, Duncanville, Texas 75138

City of Duncanville, Sealed Bid 203 E Wheatland Road, Duncanville, Texas 75116

Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc) are to be marked **"BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 2.00 P.M."** in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid(s). Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the Price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (30 days).

I have read and agreed with the attached Terms and Conditions, Instructions to Bidders and the Invitations to Bid requirements. Failure to complete the requested information below may result in rejections of your bid. Principal Place of Business (Defined as at least having on permanent active business office and employee located in Texas).

Company Name and Address	Midwest Wrecking Co. of Texas, Inc.		
PO Box 161819	Fort Worth, TX 76161		
Company's Authorized Agent Name and Title	BRIAN CHADDE, CEO		
Signature			
Federal ID Number (TIN)	75-2007255		
Telephone Number/Fax Number and Email address	817-589-7062	817-590-9536 Fax	
brian@midwestwrecking.net			

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply? Yes ☒ No ☐

If you, the Vendor checked "Yes", the following will apply: Governmental entities with Dallas County utilizing Inter-Local-Governmental Contracts with the City of Duncanville will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other the City of Duncanville will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Duncanville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

Sheila Baker, MPA, CPM
Purchasing Manager

ADDENDUM RECEIPT ACKNOWLEDGMENT

Offeror acknowledges receipt of the following Addenda:

Addendum #1 Dated <u>6/5/20</u>	Received _____
Addendum #2 Dated <u>6/24/20</u>	Received _____
Addendum #3 Dated _____	Received _____
Addendum #4 Dated _____	Received _____

SIGNATURE

The undersigned:

- Declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation.
- Agrees, upon written acceptance of this proposal, mailed or otherwise, furnished within one hundred and ninety (90) days after date of opening of proposals, will, within ten (10) calendar days after receipt of the prescribed forms, execute and agree to the terms and conditions of the final award.
- Proposes and agrees to perform all work of whatever nature required, in strict accordance with the specifications for the pricing/fee submitted in the attached proposal.
- Declares that in the event of the award of a contract to the undersigned will comply with the Immigration Reform & Control Act of 1986.
- Declares that the company verifies that it (1) does not boycott Israel; and (2) that it will not boycott Israel during the term of the contract, in compliance with Chapter 2270 of the Texas Government Code.
- Declares that the company does not have contracts or provide supplies or services to any foreign terrorist organization as made known on a list provided by the Comptroller of the State of Texas.
- Shall be able to perform the services or provide the goods as specified in this solicitation. The Offeror is to prepare a proposal that describes all goods and services that offeror desires to make available and the appropriate pricing structure for each.
- If the offeror desires to exclude an item(s) that would ordinarily be considered a part of a proposal category, then that item(s) must be clearly identified as "Not Offered" in your proposal.


Authorized Signature

6/25/2020
Date

IFB#20-025

BID SOLICITATION

BID OPENING DATE AND TIME
06/25/2020 2:00 pm

DATE: 06-25-2020

Vendor Name: Midwest Wrecking Co. of Texas, Inc.
 Street Address: 305 NE Loop 820, Suite 310
 City, ST ZIP Code: Hurst, TX 76053
 Phone: 817.589.7042

ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
CL1N001	Demolition of Building, Shades and Structures	71,240.00	71,240.00
CL1N002	Demolition Pavement and Light Pedestals	40,280.00	40,280.00
CL1N003	Lead Based Paint Abatement	1,540.00	1,540.00
CL1N004	Removal of underground storage tanks and estimated (11) UHL's concrete filled external casing	3,125.00	3,125.00
CL1N005	Restore site to Greenfield	47,410.00	47,410.00
CLIN006	Cost to supply power for the abatement and demolition process	250.00	250.00
CL1N007	Unit pricing per cubic yard for clean fill dirt to backfill property	17.50	17.50
	After receipt of notice to proceed, work can be completed in how many <u>60</u> calendar days.		
SUBTOTAL			163,845.00
TOTAL			163,845.00

Term of Payment net 30 Company: Midwest Wrecking Co. of Texas, Inc.

Signature

Name and Title BRIAN CHADAY, CEO

IFB-20-025

Page 5 of 9

ATTACHMENT B – VENDOR CONTACT INFORMATION

Vendor's Name: Midwest Wrecking Co. of Texas, Inc.
 Vendor's Local Address: PO Box 161819 Fort Worth, TX 76161
 Phone: 817-589-7062 Fax: 817-590-9536
 Email: brian@midwestwrecking.net

Name of persons to contact when placing an order or billing questions:

Name/Title Michelle St. Claire, Controller
 Phone: 817-589-7062 Fax: 817-590-9536
 Email: Michelle-st@midwestwrecking.net

Name/Title _____
 Phone: _____ Fax: _____
 Email: _____

Name/Title _____
 Phone: _____ Fax: _____
 Email: _____


 Signature

BRIAN CHOATE
 Printed Name

6/25/20
 Date

ATTACHMENT C - REFERENCE SHEET

Please complete and return this form with your bid.

The Vendor shall furnish references for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation. The City will be the sole judge of references. Please use additional sheets.

1. Company's Name Linbeck Group
 Name of Contact Jerod Rankin
 Title of Contact Project Mgr.
 Present Address _____
 City, State, Zip Code _____
 Telephone Number (817) 915.8667 Fax Number ()
 Email jrankin@linbeck.com

2. Company's Name Northwest Oil and Gas
 Name of Contact David Burshears
 Title of Contact owner
 Present Address _____
 City, State, Zip Code _____
 Telephone Number (817) 929.4588 Fax Number ()
 Email david@northwestoilandgas.com

3. Company's Name Mallick Group
 Name of Contact Deanna Kizer
 Title of Contact Project Mgr.
 Present Address _____
 City, State, Zip Code _____
 Telephone Number (817) 938.0744 Fax Number ()
 Email deanna@mallickgroup.com

ATTACHMENT C - REFERENCE SHEET

Please complete and return this form with your bid.

The Vendor shall furnish references for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation. The City will be the sole judge of references. Please use additional sheets.

1. Company's Name TxDOT
 Name of Contact Douglass Mack
 Title of Contact Environmental PM
 Present Address 118 Riverside Dr.
 City, State, Zip Code Austin, TX 78701
 Telephone Number (512) 416-2634 Fax Number ()
 Email douglass.mack@txdot.gov

2. Company's Name Flatiron Construction Co.
 Name of Contact James Walcik
 Title of Contact Regional Safety Manager
 Present Address 101 Thermon Dr.
 City, State, Zip Code San Marcos, TX 78666
 Telephone Number (512) 781-7434 Fax Number ()
 Email jwalcik@flatironcorp.com

3. Company's Name Belfor Property Restoration Co.
 Name of Contact Marcus Garza
 Title of Contact Project Manager
 Present Address P. O. Box 535815
 City, State, Zip Code Grand Prairie, TX 75053
 Telephone Number (214) 724-6842 Fax Number ()
 Email marcus.garza@us.belfor.com

* These are references for IPriority Environmental Services.
 They are our subcontractor for the lead based
 paint portion of this project.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;"> Date Received </td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
1 Name of vendor who has a business relationship with local governmental entity. N/A				
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)				
3 Name of local government officer about whom the information in this section is being disclosed. N/A Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.				
4 N.C.H. Signature of vendor doing business with the governmental entity 6/25/20 Date				

Adopted 8/7/2015



STAFF REPORT

MEETING: City Council - 01 Sep 2020

TITLE:

Receive the Monthly Financial Report as of July 31, 2020.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.

STAFF RESPONSIBLE:

Richard Summerlin, Finance Director

BACKGROUND/HISTORY:

The Financial Report is presented to provide actual revenues and expenditures in comparison to the budget. The report provides financial data on key funds including the General, Utility, Sanitation, Economic Development, Fieldhouse, Medical Insurance, and Comprehensive Self-Insurance.

POLICY EXPLANATION:

July is the tenth month in fiscal year 2020 and we would expect revenues and expenditures to be at about 83.3% of their budgets. Below are financial highlights of the July 2020 Financial Report.

General Fund:

- General Fund ending fund balance is \$13.2 million, which is approximately 151 days of operations based on the revised budget.
- Overall General Fund revenues and transfers in are at 88.0% of the budget.
 - Current property tax payments are at 98.3% of the budget. This is 8.8% higher than the same time last year.
 - Sales tax revenue is -3.2% lower than the same time last year. The data here reflects eight months of sales tax revenue from the period of October 2019 through May 2020. The decline in sales tax revenue is attributed to the effect of the COVID-19 pandemic on local businesses starting in March 2020.
 - Franchise fees include three quarters of payments for electric fees and two quarters of payments for gas, telephone, and cable television fees. Due to enactment of SB 1152, one final payment for franchise video fees was received this fiscal year.
 - Permits & fees category total has exceeded the budget (104.0%) due to increases in building permits and emergency medical services.
 - Municipal court fines and related fees have decreased by -33.7% from same time last year.
 - Recreational fees category total is down by \$21 thousand (-12.2%) from last year due to COVID-19 temporary closures and facility capacity restrictions.

- Overall General Fund operating expenditures and transfers out are at 74.5% of the budget.

Other Funds:

- The Utility Fund ending fund balance is \$2.3 million (after the reserved fund balance deduction of \$5.0 million for AMI), which is approximately 41 days of operations based on the revised budget.
 - Water and sewer revenues run one month in the arrears, so this report reflects ten months of revenues. Water revenues are 7.4% higher than the same time last year, while sewer revenues are down by -4.8%.
 - Due to COVID-19, the City suspended the disconnection of water due to customer non-payment and not charged late fees as required by the Public Utilities Commission of Texas. This has resulted in a decrease of revenues in penalties by \$48 thousand (-33.9%) and services charges by \$48 thousand (-43.4%) when compared to the same time last year.
- Total other revenue includes \$327 thousand in refunds from Trinity River Authority as a settle-up payment for prior year wastewater services.
 - Total expenditures are at 78.2% of the budget. Water services expenditures include nine months of payments to Dallas Water Utilities. Wastewater services include eleven months of payments to Trinity River Authority.
- The Sanitation Fund has an ending fund balance of \$668 thousand, which is approximately 59 days of operations.
 - Garbage revenues run one month in the arrears. Residential and commercial garbage revenues have increased by 31.5% and 14.6%, respectively, from the same time last year. Garbage rate increases were enacted for fiscal year 2020.
 - Total expenditures are at 72.9% of the budget and include nine months of payments for contracted garbage collection services. The City entered into a new contract with Republic Services this fiscal year.
- Fieldhouse total revenues are down by -54.0% from the same time last year due to the temporary closings and capacity restrictions of the facility in response to the COVID-19 pandemic. Expenditures have also decreased by -26.4% from last year.
- Medical Insurance Fund has an ending fund balance at a deficit of -\$113 thousand. This deficit fund balance was carried over from prior years of high medical claims expense when the City was self-insured.
- A detailed financial update on One-time projects is included as the last page of the financial report.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

There is no City Council action required.

ATTACHMENTS:

[Attachment 1 - Monthly Financial Report July 2020](#)

Attachment 1



**CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT**

Fiscal Year 2019-2020
YEAR-TO-DATE OPERATIONS

AS OF JULY 31, 2020

OCTOBER 1, 2019 TO JULY 31, 2020

Prepared by
FINANCE DEPARTMENT
8/20/2020

Attachment 1

CITY OF DUNCANVILLE

FUND BALANCES AT JULY 31, 2020

FUND	BEGINNING BALANCE (OCT 1)	REVENUES	EXPENDITURES	RESERVED FOR ONE TIME PROJECTS ¹	ENDING BALANCE YTD
GENERAL FUND	\$12,754,602	\$28,235,676	(\$25,178,007)	(\$2,657,227)	\$13,155,044
UTILITY FUND	\$9,460,358	\$13,365,726	(\$15,571,637)	(\$5,000,000)	\$2,254,447
SANITATION FUND	\$663,456	\$2,997,345	(\$2,992,803)	-	\$667,998
ECONOMIC DEVELOPMENT	\$2,985,980	\$1,686,535	(\$1,005,306)	-	\$3,667,209
FIELDHOUSE	(\$1,118,698)	\$532,788	(\$798,183)	-	(\$1,384,094)
MEDICAL INSURANCE	(\$250,741)	\$3,655,836	(\$3,517,858)	-	(\$112,764)
COMPREHENSIVE SELF INS	\$711,439	\$407,331	(\$385,633)	-	\$733,136

DAYS OF OPERATIONS AT JULY 31, 2020

FUND	YTD FUND BALANCE	BUDGETED OPERATING RESERVE # DAYS	BUDGETED OPERATING RESERVE (\$)	YTD ACTUAL # DAYS OF OPERATIONS
GENERAL FUND	\$13,155,044	75	\$6,551,562	151
UTILITY FUND	\$2,254,447	60	\$3,274,700	41
SANITATION FUND	\$667,998	60	\$675,173	59

Note 1- One Time Project funds are not included in ending fund balance available for operations.

-General Fund One Time Projects were reserved from prior year excess fund balance. The amount reserved is the prior year fund balance related to One Time projects. Current year expenses for One-time projects are not captured in the fund balance calculation on this page.

- Utility Fund reserved balance has been earmarked for future AMI project.

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT JULY 31, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
51 - TAXES	\$23,467,361	\$27,328,043	\$26,726,213	\$3,258,852	87.8%
501101 - CURRENT TAXES	\$16,979,573	\$17,270,520	\$17,270,520	\$290,947	98.3%
501102 - DELINQUENT TAXES	\$128,264	\$140,000	\$140,000	\$11,736	91.6%
501103 - PENALTIES AND INTEREST	\$135,524	\$120,000	\$120,000	(\$15,524)	112.9%
501201 - STATE SALES TAX CITY PORTION	\$3,345,362	\$5,254,349	\$4,926,462	\$1,581,100	67.9%
501202 - SALES TAX PROPERTY TAX RELIEF	\$1,672,681	\$2,627,174	\$2,463,231	\$790,550	67.9%
501204 - ALCOHOLIC BEVERAGE TAX	\$43,333	\$76,000	\$55,000	\$11,667	78.8%
501301 - FRANCHISE FEE ELECTRIC	\$779,672	\$1,200,000	\$1,100,000	\$320,328	70.9%
501302 - FRANCHISE FEE GAS	\$193,001	\$330,000	\$313,000	\$119,999	61.7%
501303 - FRANCHISE FEE TELEPHONE	\$75,993	\$180,000	\$177,000	\$101,007	42.9%
501304 - FRANCHISE FEE CABLE TV	\$82,388	\$130,000	\$130,000	\$47,612	63.4%
501306 - FRANCHISE VIDEO SERV	\$31,570	(\$0)	\$31,000	(\$570)	100.0%
52 - PERMITS & FEES	\$1,237,647	\$1,153,000	\$1,189,500	(\$48,147)	104.0%
502101 - BUILDING PERMITS	\$295,583	\$200,000	\$210,000	(\$85,583)	140.8%
502102 - ELECTRICAL PERMITS	\$15,761	\$12,000	\$11,000	(\$4,761)	143.3%
502103 - SOLICITOR LICENSES	\$2,750	\$2,000	\$500	(\$2,250)	550.0%
502105 - EMERGENCY MEDICAL SERVICE	\$712,951	\$700,000	\$750,000	\$37,049	95.1%
502106 - SIGN PERMITS	\$17,065	\$11,000	\$12,000	(\$5,065)	142.2%
502107 - WRECKER AND STORAGE FEES	(\$0)	\$3,000	\$3,000	\$3,000	0.0%
502108 - HEALTH FOOD INSPECTION FEES	\$45,743	\$64,500	\$46,000	\$257	99.4%
502109 - PLUMBING AND AC PERMITS	\$46,898	\$34,000	\$40,000	(\$6,898)	117.2%
502111 - ZONING & SPEC USE PERMIT	\$4,675	\$8,500	\$8,500	\$3,825	55.0%
502113 - SMALL CELL/ NETWORK NODE FEES	\$500	(\$0)	\$500	(\$)	100.0%
502114 - RENTAL PROPERTY REGISTRATION	\$44,100	\$55,000	\$45,000	\$900	98.0%
502120 - ALARM PERMITS	\$47,022	\$60,000	\$60,000	\$12,978	78.4%
502122 - POOL OR SPA INSPECTION FEE	\$4,600	\$3,000	\$3,000	(\$1,600)	153.3%
53 - FINES	\$357,534	\$508,000	\$516,000	\$158,466	69.3%
503101 - MUNICIPAL COURT FINES	\$260,862	\$360,000	\$380,000	\$119,138	68.6%
503102 - COURT RELATED FEES	\$79,152	\$110,000	\$110,000	\$30,848	72.0%
503103 - SCHOOL CROSSING FEES	\$1,716	\$3,000	\$3,000	\$1,284	57.2%
503201 - LIBRARY FINES	\$5,209	\$20,000	\$8,000	\$2,791	65.1%
503301 - FALSE ALARM FINES	\$10,596	\$15,000	\$15,000	\$4,404	70.6%
54 - INTERGOVERNMENTAL	\$104,072	\$171,000	\$158,000	\$53,928	65.9%
504102 - DISD SCHOOL CROSSING GUARDS	\$22,735	\$41,000	\$30,000	\$7,265	75.8%
504103 - DALLAS COUNTY CROSSING GUARD	\$33,139	\$30,000	\$32,000	(\$1,139)	103.6%
504109 - REIMB FOR REG EMERG MANAGER	\$48,198	\$100,000	\$96,000	\$47,802	50.2%
55 - INTEREST	\$333,799	\$315,000	\$260,000	(\$73,799)	128.4%
505101 - INTEREST ON GOVT POOL INVEST	\$49,561	\$75,000	\$50,000	\$439	99.1%
505103 - CERT OF DEPOSIT INTEREST	\$188,482	\$80,000	\$90,000	(\$98,482)	209.4%
505106 - MONEY MARKET INTEREST	\$95,756	\$160,000	\$120,000	\$24,244	79.8%
57 - RECREATIONAL FEES	\$151,981	\$311,000	\$210,113	\$58,132	72.3%
507102 - RECREATION FEES	\$131,509	\$306,000	\$187,613	\$56,104	70.1%
507104 - SENIOR CENTER ANNUAL USER FEE	\$2,100	\$5,000	\$3,500	\$1,400	60.0%
507107 - RECREATION CENTER CLASSES	\$6,345	(\$0)	\$6,000	(\$345)	105.7%
507108 - RECREATION CENTER SPECIAL EVEN	\$7,803	(\$0)	\$8,000	\$197	97.5%
507109 - SENIOR CLASS/TRIPS	\$4,224	\$0	\$5,000	\$776	84.5%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT JULY 31, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
59 - OTHER REVENUES	\$404,586	\$505,880	\$393,659	(\$10,927)	102.8%
509101 - SALE OF FIXED ASSETS	(\$0)	(\$0)	(\$0)	(\$)	
509102 - GAIN/ LOSS ON SALE FIXED ASSET	(\$0)	\$0	(\$0)	(\$)	
509105 - SALE OF MATERIALS	\$1,909	\$1,000	\$1,000	(\$909)	190.9%
509201 - INSURANCE RECOVERY	(\$0)	(\$0)	(\$0)	(\$)	
509501 - COLLECTION OF BAD DEBTS	\$389	\$2,000	\$2,000	\$1,611	19.5%
509502 - MISCELLANEOUS W/O	(\$29)	\$100	\$100	\$129	-29.3%
509601 - MISCELLANEOUS	\$100,706	\$58,000	\$65,000	(\$35,706)	154.9%
509602 - CASH OVER AND SHORT	\$126	\$0	(\$0)	(\$126)	
509603 - COPIES	\$10,041	\$18,000	\$18,000	\$7,959	55.8%
509604 - POLICE ACCIDENT REPORTS	\$2,734	\$4,500	\$4,500	\$1,766	60.8%
509606 - AUCTION PROCEEDS	(\$0)	\$5,000	\$5,000	\$5,000	0.0%
509607 - ANIMAL PERMITS	\$10	\$50	\$50	\$40	20.0%
509609 - RETURN CHECK FEES	\$140	\$230	\$230	\$90	60.9%
509611 - SCRAP METAL SALES	(\$0)	(\$0)	(\$0)	(\$)	
509612 - CITY SERVICES REIMBURSEMENT	\$81,749	\$58,000	\$68,600	(\$13,149)	119.2%
509613 - WORKERS COMP REIMBURSEMENT	\$10,302	\$15,000	\$20,000	\$9,698	51.5%
509614 - RENTAL OF TOWER	\$178,624	\$194,000	\$194,000	\$15,376	92.1%
509617 - LEASE INCOME	\$12,750	\$150,000	\$12,500	(\$250)	102.0%
509618 - GAS WELL OIL REVENUE	\$5,135	\$0	\$2,679	(\$2,456)	191.7%
81 - OTHER FINANCE SOURCE	\$2,178,696	\$2,614,435	\$2,614,435	\$435,739	83.3%
801102 - TRANSF IN UTILITY FUND WATER	\$1,468,092	\$1,761,710	\$1,761,710	\$293,618	83.3%
801104 - TRANSF IN UTIL FUND SANITATION	\$160,248	\$192,297	\$192,297	\$32,050	83.3%
801108 - TRANSF IN EDC SALES TAX	\$63,011	\$75,613	\$75,613	\$12,602	83.3%
801110 - TRANSF IN HOTEL TAX FUND	\$46,918	\$56,302	\$56,302	\$9,384	83.3%
801150 - TRANSF IN PILOT FRANCHISE TAX	\$440,428	\$528,513	\$528,513	\$88,086	83.3%
Grand Total	\$28,235,676	\$32,906,358	\$32,067,920	\$3,832,243	88.0%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT JULY 31, 2020

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0000 - OTHER	\$1,280,967	\$648,628	\$1,803,038	\$522,071	71.0%
001 - GENERAL FUND NON-ORG	\$1,280,967	\$648,628	\$1,803,038	\$522,071	71.0%
0101 - GENERAL GOVERNMENT	\$2,442,857	\$3,095,929	\$3,124,853	\$681,996	78.2%
01011000 - MAYOR AND COUNCIL	\$100,057	\$136,759	\$134,859	\$34,802	74.2%
01011100 - CITY ADMINISTRATION	\$591,488	\$703,334	\$744,588	\$153,100	79.4%
01011300 - HUMAN RESOURCES	\$261,920	\$336,315	\$316,999	\$55,079	82.6%
01011400 - INFO TECHNOLOGY	\$675,164	\$790,621	\$814,031	\$138,868	82.9%
01011500 - PUBLIC INFORMATION OFFICE	\$123,576	\$187,338	\$171,328	\$47,751	72.1%
01011600 - PUBLIC LIBRARY	\$690,652	\$941,561	\$943,049	\$252,397	73.2%
0102 - FINANCE	\$1,143,396	\$1,505,201	\$1,465,264	\$321,868	78.0%
01022000 - FINANCE ADMINISTRATION	\$637,870	\$778,218	\$773,323	\$135,452	82.5%
01022300 - MUNICIPAL COURT	\$354,513	\$502,610	\$493,092	\$138,579	71.9%
01022500 - PURCHASING	\$86,825	\$101,913	\$109,582	\$22,757	79.2%
01022700 - CITY MARSHAL	\$64,188	\$122,460	\$89,268	\$25,080	71.9%
0104 - PARK AND RECREATION	\$2,459,023	\$3,991,412	\$3,480,425	\$1,021,403	70.7%
01044000 - PARK & REC ADMINISTRATION	\$208,395	\$273,435	\$273,814	\$65,419	76.1%
01044100 - REC PROGRAM ADMIN	\$272,648	\$390,194	\$374,188	\$101,540	72.9%
01044101 - REC PROGRAM CLASSES	\$2,238	\$5,682	\$5,682	\$3,444	39.4%
01044200 - SPECIAL EVENTS ADMIN	\$58,535	\$198,780	\$69,188	\$10,653	84.6%
01044300 - ATHLETIC PROGRAMMING	\$246,958	\$443,575	\$380,575	\$133,616	64.9%
01044500 - HORTICULTURE	\$132,385	\$177,565	\$174,565	\$42,180	75.8%
01044600 - PARK GROUNDS MAINTENANCE	\$780,704	\$1,370,696	\$1,171,193	\$390,489	66.7%
01044800 - BUILDING MAINTENANCE	\$636,146	\$890,663	\$856,794	\$220,648	74.2%
01044900 - SENIOR CENTER	\$119,395	\$235,623	\$169,226	\$49,831	70.6%
01044901 - SENIOR CENTER CLASSES	\$1,280	\$4,600	\$4,600	\$3,320	27.8%
01044911 - SENIOR CENTER TRIPS	\$338	\$600	\$600	\$262	56.3%
0105 - POLICE	\$7,389,430	\$9,505,974	\$9,412,163	\$2,022,733	78.5%
01055000 - POLICE ADMINISTRATION	\$437,152	\$554,675	\$549,301	\$112,149	79.6%
01055100 - PATROL	\$3,763,151	\$4,889,288	\$4,826,063	\$1,062,912	78.0%
01055200 - CRIMINAL INVESTIGATION	\$1,101,598	\$1,479,462	\$1,441,466	\$339,868	76.4%
01055300 - ANIMAL CONTROL	\$378,720	\$435,033	\$460,351	\$81,631	82.3%
01055400 - SCHOOL GUARDS	\$47,781	\$84,550	\$64,000	\$16,219	74.7%
01055500 - CRIME PREVENTION	\$108,377	\$151,235	\$148,210	\$39,833	73.1%
01055700 - RECORDS	\$1,010,801	\$1,211,653	\$1,232,049	\$221,247	82.0%
01055800 - DETENTION SERVICES	\$254,481	\$319,737	\$319,662	\$65,181	79.6%
01055900 - POLICE SPECIAL SERVICES	\$287,369	\$380,341	\$371,061	\$83,692	77.4%
0106 - PUBLIC WORKS	\$4,911,320	\$6,930,278	\$7,180,523	\$2,269,203	68.4%
01066000 - ENGINEERING	\$306,357	\$403,059	\$420,435	\$114,078	72.9%
01066100 - BUILDING INSPECTION	\$381,665	\$480,172	\$572,502	\$190,837	66.7%
01066200 - STREET MAINTENANCE	\$2,572,215	\$3,550,038	\$3,602,414	\$1,030,199	71.4%
01066300 - TRAFFIC OPERATIONS	\$619,608	\$870,772	\$1,030,652	\$411,044	60.1%
01066400 - PLANNING	\$149,904	\$219,433	\$198,098	\$48,194	75.7%
01066500 - CODE SERVICES	\$188,347	\$270,566	\$288,181	\$99,834	65.4%
01066700 - EQUIPMENT SERVICES	\$693,224	\$1,136,239	\$1,068,240	\$375,017	64.9%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT JULY 31, 2020

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0107 - FIRE	\$5,308,847	\$7,009,246	\$6,931,788	\$1,622,941	76.6%
01077000 - FIRE ADMINISTRATION	\$469,328	\$633,825	\$628,486	\$159,158	74.7%
01077100 - FIRE PREVENTION	\$252,868	\$244,277	\$293,341	\$40,473	86.2%
01077200 - FIRE SUPPRESSION	\$3,281,507	\$4,294,259	\$4,215,509	\$934,002	77.8%
01077300 - ADVANCED LIFE SUPPORT	\$1,229,763	\$1,700,743	\$1,658,310	\$428,547	74.2%
01077500 - EMERGENCY MANAGEMENT ADMIN	\$75,381	\$136,142	\$136,142	\$60,761	55.4%
0108 - NON DEPARTMENTAL	\$192,167	\$309,252	\$289,252	\$97,085	66.4%
01088000 - GENERAL NON DEPARTMENTAL	\$192,167	\$309,252	\$289,252	\$97,085	66.4%
0109 - SPECIAL PURPOSES	\$50,000	\$100,000	\$100,000	\$50,000	50.0%
01099000 - SPECIAL PURPOSES	\$50,000	\$100,000	\$100,000	\$50,000	50.0%
Total Operating Expenses & Transfers Out	\$25,178,007	\$33,095,921	\$33,787,307	\$8,609,300	74.5%

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET
4110 - ONE-TIME PROJECTS					
41010000 - GEN GOVT ONE TIME PROJECTS	\$20,000	\$134,185	\$160,521	\$140,521	12.5%
41040000 - PARKS & REC ONE TIME PROJECTS	\$607,712	\$139,969	\$1,714,956	\$1,107,244	35.4%
41060000 - PUBLIC WORKS ONE TIME PROJECTS	\$237,395	\$151,508	\$1,116,563	\$879,168	21.3%
Total One-Time Projects	\$865,107	\$425,662	\$2,992,040	\$2,126,933	28.9%

*Note- The budget and actuals for the One-time projects are displayed here separately from the General Fund and are not included in the calculation of General fund balance. General fund "Total Operating Expenses & Transfers Out" calculation includes the transfer out amounts from General Fund to One-Time projects as reflected in the budget.

Attachment 1

CITY OF DUNCANVILLE

UTILITY FUND AT JULY 31, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL BUDGET YTD
41 - WATER	\$5,638,864	\$8,040,000	\$8,186,000	\$2,547,136	68.9%
510101 - WATER SALES	\$3,691,256	\$5,300,000	\$5,400,000	\$1,708,744	68.4%
510102 - WATER TAPS	\$9,254	\$10,000	\$10,000	\$746	92.5%
510104 - MULTI-FAMILY WATER SALES	\$559,633	\$750,000	\$770,000	\$210,367	72.7%
510105 - COMMERCIAL WATER SALES	\$934,171	\$1,350,000	\$1,340,000	\$405,829	69.7%
510106 - WATER SALES OTHER	\$1,067	(\$0)	\$1,000	(\$67)	106.7%
510107 - WATER SALES IRRIGATION	\$322,029	\$480,000	\$510,000	\$187,971	63.1%
510108 - SCHOOL WATER SALES	\$121,453	\$150,000	\$155,000	\$33,547	78.4%
42 - SEWER	\$7,100,858	\$9,183,600	\$9,525,600	\$2,424,742	74.5%
511101 - SEWER SERVICE	\$4,952,965	\$6,300,000	\$6,500,000	\$1,547,035	76.2%
511102 - SEWER TAPS	\$2,448	\$3,600	\$3,600	\$1,152	68.0%
511105 - MULTI-FAMILY SEWER SERVICE	\$1,062,014	\$1,400,000	\$1,455,000	\$392,986	73.0%
511106 - COMMERCIAL SEWER SERVICE	\$1,009,721	\$1,350,000	\$1,450,000	\$440,279	69.6%
511108 - SCHOOL WASTEWATER SALES	\$73,710	\$130,000	\$117,000	\$43,290	63.0%
45 - PENALTIES	\$93,773	\$130,000	\$130,000	\$36,227	72.1%
513101 - PENALTIES	\$93,773	\$130,000	\$130,000	\$36,227	72.1%
54 - INTERGOVERNMENTAL	\$158	(\$0)	\$600	\$442	26.3%
504111 - REIMB FOR SUMMIT TANK FROM CH	\$158	(\$0)	\$600	\$442	26.3%
55 - INTEREST	\$132,315	\$120,000	\$120,000	(\$12,315)	110.3%
505101 - INTEREST ON GOVT POOL INVEST	\$21,735	\$120,000	\$120,000	\$98,265	18.1%
505103 - CERT OF DEPOSIT INTEREST	\$62,560	(\$0)	(\$0)	(\$62,560)	
505106 - MONEY MARKET INTEREST	\$48,019	(\$0)	(\$0)	(\$48,019)	
59 - OTHER REVENUES	\$399,758	\$143,500	\$455,383	\$55,625	87.8%
509101 - SALE OF FIXED ASSETS	(\$0)	(\$0)	(\$0)	(\$0)	
509301 - REFUNDS FROM TRA	\$326,883	(\$0)	\$326,883	\$	100.0%
509401 - SERVICE CHARGES	\$62,081	\$130,000	\$89,000	\$26,919	69.8%
509601 - MISCELLANEOUS	\$700	\$5,000	\$5,000	\$4,300	14.0%
509602 - CASH OVER AND SHORT	(\$52)	(\$0)	(\$0)	\$52	
509609 - RETURN CHECK FEES	\$3,150	\$5,000	\$5,000	\$1,850	63.0%
509611 - SCRAP METAL SALES	\$1,387	\$3,500	\$3,500	\$2,113	39.6%
509612 - CITY SERVICES REIMBURSEMENT	\$5,609	(\$0)	\$26,000	\$20,391	21.6%
Grand Total	\$13,365,726	\$17,617,100	\$18,417,583	\$5,051,857	72.6%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL BUDGET YTD
002 - UTILITY FUND NON-ORG	\$6,110,239	\$7,442,775	\$7,481,089	\$1,370,850	81.7%
02311000 - UTILITIES ADMINISTRATION	\$311,746	\$391,729	\$403,725	\$91,979	77.2%
02312000 - WATER SERVICES	\$2,952,928	\$4,514,065	\$4,395,520	\$1,442,592	67.2%
02313000 - WASTEWATER SERVICES	\$5,341,401	\$5,876,545	\$6,366,139	\$1,024,738	83.9%
02411000 - UTILITIES ACCOUNTING	\$855,323	\$1,169,420	\$1,274,620	\$419,297	67.1%
Grand Total	\$15,571,637	\$19,394,534	\$19,921,093	\$4,349,456	78.2%

Attachment 1

CITY OF DUNCANVILLE

SANITATION FUND AT JULY 31, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
					BUDGET
					YTD
43 - GARBAGE	\$2,991,747	\$3,839,934	\$4,077,973	\$1,086,226	73.4%
512101 - RESIDENTIAL GARBAGE	\$2,482,591	\$3,101,961	\$3,330,000	\$847,409	74.6%
512104 - LANDFILL COMMERCIAL	\$278,847	\$430,000	\$430,000	\$151,153	64.8%
512105 - COMMERCIAL COLLECT FRANCHISE	\$157,869	\$210,000	\$220,000	\$62,131	71.8%
512106 - COMMERCIAL GARBAGE	\$72,440	\$97,973	\$97,973	\$25,533	73.9%
55 - INTEREST	\$5,598	\$6,000	\$6,000	\$402	93.3%
505101 - INTEREST ON GOVT POOL INVEST	\$4,125	\$6,000	\$6,000	\$1,875	68.8%
505103 - CERT OF DEPOSIT INTEREST	\$1,473	(\$0)	(\$0)	(\$1,473)	
Grand Total	\$2,997,345	\$3,845,934	\$4,083,973	\$1,086,628	73.4%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
					BUDGET
					YTD
019 - SANITATION NON-ORG	\$303,914	\$400,697	\$355,887	\$51,973	85.4%
19011000 - SANITATION ADMIN	\$2,502,861	\$3,407,604	\$3,494,662	\$991,801	71.6%
19012000 - LITTER CONTROL CREW	\$186,027	\$260,753	\$256,753	\$70,725	72.5%
Grand Total	\$2,992,803	\$4,069,053	\$4,107,301	\$1,114,499	72.9%

Attachment 1

CITY OF DUNCANVILLE

ECONOMIC DEVELOPMENT AT JULY 31, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
51 - TAXES	\$1,672,681	\$2,627,174	\$2,463,231	\$790,550	67.9%
501203 - ECONOMIC DEVELOPMENT SALES TAX	\$1,672,681	\$2,627,174	\$2,463,231	\$790,550	67.9%
55 - INTEREST	\$13,854	\$16,000	\$21,000	\$7,146	66.0%
505101 - INTEREST ON GOVT POOL INVEST	\$10,833	\$16,000	\$21,000	\$10,167	51.6%
505103 - CERT OF DEPOSIT INTEREST	\$3,021	(\$0)	(\$0)	(\$3,021)	
Grand Total	\$1,686,535	\$2,643,174	\$2,484,231	\$797,696	67.9%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL
012 - ECONOMIC DEVELOP NON-ORG	\$63,691	\$609,463	\$611,533	\$547,842	10.4%
12011000 - ECONOMIC DEVELOPMENT ADMIN	\$227,699	\$337,211	\$372,697	\$144,999	61.1%
12011100 - KEEP DUNCANVILLE BEAUTIFUL	\$5,705	\$12,081	\$9,297	\$3,592	61.4%
12011600 - DEBT SERVICE EDC	\$485,066	\$488,413	\$488,413	\$3,346	99.3%
12011700 - SUSTAINABLE BEAUTIFICATION	\$2,412	\$15,000	\$15,000	\$12,588	16.1%
12011800 - BEAUTIFICATION	\$32,332	\$126,472	\$83,899	\$51,567	38.5%
12051000 - DESIGN INCENTIVES	\$22,975	\$160,000	\$160,000	\$137,025	14.4%
12051100 - FAÇADE INCENTIVES	\$22,427	\$25,000	\$25,000	\$2,573	89.7%
12051200 - GRANTS/REBATE INCENTIVES	\$143,000	\$0	\$250,000	\$107,000	57.2%
12052000 - EDC SPECIAL PROJECTS	\$0	\$0	\$156,000	\$156,000	0.0%
Grand Total	\$1,005,306	\$1,773,640	\$2,171,839	\$1,166,532	46.3%

Attachment 1

CITY OF DUNCANVILLE

FIELDHOUSE FUND AT JULY 31, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
48 - SPORTS FACILITY	\$271,102	\$814,100	\$412,885	\$141,783	65.7%
520101 - SPONSORSHIP REVENUE	\$15,525	\$100,500	\$39,230	\$23,705	39.6%
520120 - FOOD SALES	\$86,316	\$202,000	\$101,213	\$14,897	85.3%
520130 - BEVERAGE SALES	\$62,190	\$107,000	\$50,988	(\$11,202)	122.0%
520140 - MERCHANDISE REVENUE	\$601	\$5,000	\$4,864	\$4,263	12.4%
520170 - OTHER SPORTS ACTIVITY REV	\$36,492	\$59,600	\$38,765	\$2,273	94.1%
520180 - CAMP/AFTERSCHOOL PROG REV	\$39,162	\$276,000	\$140,254	\$101,092	27.9%
520190 - CLASS REVENUE	\$30,817	\$64,000	\$37,571	\$6,755	82.0%
59 - OTHER REVENUES	\$261,685	\$573,371	\$352,267	\$90,581	74.3%
509601 - MISCELLANEOUS	\$75,781	\$81,871	\$80,361	\$4,580	94.3%
509602 - CASH OVER AND SHORT	\$307	(\$0)	(\$0)	(\$307)	
509606 - AUCTION PROCEEDS	(\$0)	(\$0)	(\$0)	(\$0)	
509615 - RENTAL	\$11,983	\$56,500	\$41,496	\$29,514	28.9%
509620 - RENTALS- BASKETBALL	\$146,590	\$395,000	\$207,978	\$61,387	70.5%
509621 - RENTALS- VOLLEYBALL	\$27,025	\$40,000	\$22,432	(\$4,593)	120.5%
81 - OTHER FINANCE SOURCE	(\$0)	\$533,850	\$533,850	\$533,850	0.0%
801129 - TRANSF IN DCEDC	(\$0)	\$533,850	\$533,850	\$533,850	0.0%
Grand Total	\$532,788	\$1,921,321	\$1,299,002	\$766,214	41.0%

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
456 - FIELDHOUSE NON-ORG (DEBT PYMT)	\$49,075	\$536,990	\$540,680	\$491,605	9.1%
45601000 - FH ADMIN/OPS	\$659,814	\$1,109,422	\$938,237	\$278,423	70.3%
45602000 - FH CAFÉ/ FOOD COURT	\$80,584	\$175,705	\$139,705	\$59,121	57.7%
45602500 - FH GENERAL STORE	\$108	\$3,750	\$1,250	\$1,142	8.6%
45651100 - FIELDHOUSE CAMPS	\$7,761	\$78,000	\$38,250	\$30,489	20.3%
45651200 - FIELDHOUSE CLASSES	\$62	\$5,110	\$1,110	\$1,048	5.5%
45651300 - FIELDHOUSE OTHER ACTIVITIES	\$780	\$9,550	\$7,550	\$6,770	10.3%
Grand Total	\$798,183	\$1,918,527	\$1,666,782	\$868,599	47.9%

Attachment 1

CITY OF DUNCANVILLE

MEDICAL INSURANCE FUND AT JULY 31, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL BUDGET YTD
46 - PREMIUMS AND OTHER	\$3,285,856	\$3,562,942	\$3,562,942	\$277,086	92.2%
514101 - PREMIUMS EMPLOYEE HEALTH	\$2,566,496	\$2,700,000	\$2,700,000	\$133,504	95.1%
514103 - PREMIUMS DEPENDENT HEALTH	\$515,104	\$564,035	\$564,035	\$48,931	91.3%
514105 - PREMIUMS COBRA	\$10	(\$0)	(\$0)	(\$10)	
514106 - PREMIUMS RETIREES	\$204,246	\$298,907	\$298,907	\$94,661	68.3%
55 - INTEREST	\$15,896	\$28,000	\$28,000	\$12,104	56.8%
505101 - INTEREST ON GOVT POOL INVEST	\$10,629	\$28,000	\$28,000	\$17,371	38.0%
505103 - CERT OF DEPOSIT INTEREST	\$5,267	(\$0)	(\$0)	(\$5,267)	
59 - OTHER REVENUES	\$20,750	(\$0)	(\$0)	(\$20,750)	
509608 - STOP/LOSS REIMBURSEMENT	\$20,750	(\$0)	(\$0)	(\$20,750)	
81 - OTHER FINANCE SOURCE	\$333,333	\$400,000	\$602,930	\$269,597	55.3%
801901 - TRANSF IN	\$333,333	\$400,000	\$602,930	\$269,597	55.3%
Grand Total	\$3,655,836	\$3,990,942	\$4,193,872	\$538,036	87.2%

	YTD	ORIGINAL	REVISED	YTD LEFT	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	IN BUDGET	ANNUAL BUDGET YTD
007 - MEDICAL INSURANCE NON-ORG					
700450 - CONTRACTUAL SERVICES	\$24,738	\$37,080	\$37,080	\$12,342	66.7%
700904 - MISCELLANEOUS EXPENSE	(\$715)	\$5,000	\$5,000	\$5,715	-14.3%
701103 - EMPLOYEE MED PREMIUM EXPENSE	\$3,033,790	\$3,288,884	\$3,288,884	\$255,094	92.2%
701253 - RETIREE MED PREMIUM EXP	\$453,062	\$604,165	\$604,165	\$151,103	75.0%
702101 - ADMINISTRATIVE EXPENSES	\$6,984	\$8,000	\$8,000	\$1,016	87.3%
Grand Total	\$3,517,858	\$3,943,129	\$3,943,129	\$425,271	89.2%

Attachment 1

CITY OF DUNCANVILLE

COMPREHENSIVE SELF-INSURANCE FUND AT JULY 31, 2020

	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
REVENUES					
46 - PREMIUMS AND OTHER	\$402,035	\$482,448	\$482,448	\$80,413	83.3%
514107 - GENERAL FUND CONTRIBUTIONS	\$326,677	\$392,018	\$392,018	\$65,341	83.3%
514108 - UTILITY FUND CONTRIBUTIONS	\$44,554	\$53,465	\$53,465	\$8,911	83.3%
514109 - HOTEL TAX FUND CONTRIBUTIONS	\$3,056	\$3,667	\$3,667	\$611	83.3%
514110 - EDC FUND CONTRIBUTIONS	\$9,990	\$11,988	\$11,988	\$1,998	83.3%
514111 - SANITATION FUND CONTRIBUTIONS	\$7,571	\$9,085	\$9,085	\$1,514	83.3%
514112 - DRAINAGE FUND CONTRIBUTIONS	\$4,075	\$4,890	\$4,890	\$815	83.3%
514113 - FIELDHOUSE FUND CONTRIBUTIONS	\$6,113	\$7,335	\$7,335	\$1,223	83.3%
55 - INTEREST	\$5,296	\$6,100	\$5,000	(\$296)	105.9%
505101 - INTEREST ON GOVT POOL INVEST	\$5,296	\$6,100	\$5,000	(\$296)	105.9%
Grand Total	\$407,331	\$488,548	\$487,448	\$80,117	83.6%

	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
EXPENDITURES					
008 - COMPREHENSIVE INSURANCE NONORG					
700446 - INSURANCE PREMIUMS TML	\$297,985	\$299,296	\$300,788	\$2,803	99.1%
700455 - WORKERS COMPENSATION CLAIMS	\$65,910	\$175,000	\$250,000	\$184,090	26.4%
700456 - LIABILITY CLAIMS	\$21,738	\$60,000	\$60,000	\$38,262	36.2%
Grand Total	\$385,633	\$534,296	\$610,788	\$225,155	63.1%

Attachment 1

CITY OF DUNCANVILLE

ONE-TIME PROJECTS AT JULY 31, 2020

	DESCRIPTION	DEPT	PROJECT TO DATE ACTUAL	TOTAL PROJECT BUDGET	TOTAL REMAINING BUDGET	PROJECT STATUS
1	FY18 ZONING ORDINANCE UPDATE	PW	123,637	150,000	26,363	
2	FY18 NEIGHBORHOOD SIGN TOPPERS	GEN GOV	20,000	20,000	-	COMPLETE
3	FY19 ROOF REPLACEMENT	PARKS	644,975	1,637,250	992,275	
4	FY19 SECURITY UPGRADES (CAMERAS)	GEN GOV	137,664	144,000	6,336	
5	FY19 PUBLIC WORKS ERP SYSTEM	PW	157,971	226,000	68,029	
6	FY19 US 67 GATEWAY SIGNAGE	PW	21,600	500,000	478,400	
7	FY19 DESIGN FOR MAIN ST. /CAMP WISDOM	PW	-	150,000	150,000	
8	FY 20 LASERFICHE - GENERAL GOVT RECORDS	GEN GOV	10,250	19,185	8,935	
9	FY 20 SECURITY UPGRADES (CAMERAS)	GEN GOV	-	115,000	115,000	REDUCE SCOPE
10	FY 20 LED PANEL CHRISTMAS TREE	PARKS	25,000	25,000	-	COMPLETE
11	FY 20 PYBURN PARK FITNESS EQUIPMENT	PARKS	-	50,000	50,000	
12	FY 20 CHILLER REPLACEMENT	PARKS	44,969	44,969	-	COMPLETE
13	FY 20 BI LASERFICHE	PW	-	10,000	10,000	ON HOLD
14	FY 20 FUEL TANKS	PW	-	141,508	141,508	
15	FY 20 LED LIGHTING AMPHITHEATRE	PARKS	-	20,000	20,000	ON HOLD
16	FY 20 CENSUS ACTIVITIES (FROM PY SAVINGS)	PW	132	5,000	4,868	
17	FY20 RESERVED FOR P-25 COMPLIANT RADIOS FY21	POL/FIRE	-	350,000	350,000	
	TOTAL ONE TIME PROJECT BUDGET		\$1,186,198	\$3,607,912	\$2,421,714	

Unallocated Budget - Savings/(Overages) from Completed Projects

\$75,441

Note: Completed projects are highlighted in yellow.