Duncanville City Council Meeting Agenda

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

Tuesday, September 3, 2024
5:00 P.M. – Executive Session
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, September 3, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, September 3, 2024
- First Name, Last Name, and Address

Page

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. 7

   Executive Session

2. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. 8

   Executive Session

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Briefing City Council on the updated Facility Condition Assessment 9 - 22

   Huitt-Zollars Presentation

B. Council to receive a briefing on the Assessment of the Service Center. 23 - 33

   Service Center Assessment Briefing

C. Council to receive briefing and discuss the proposed 2025 budget if any Councilmembers have any requests in advance of the September 5th Budget Workshop. 34 - 35

   Council to receive briefing on 2025 budget

D. City Council to receive a briefing on a proposed contract amendment to the 1414 Los Altos Ln., Jellison Blvd. & Roundtop Blvd., and Jungle Dr. Drainage Improvements Project. In addition, staff and MRB will provide a briefing on a city-wide master drainage plan. 36 - 43

   Drainage Improvements Project Amendment Briefing

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

CALL TO ORDER
INVOCATION
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Presentation of the Keep Duncanville Beautiful Fall 2024 Business Beautification Award Plaque and Proclamation to State Farm - Alecia Francis located at 602 N. Main St. 44 - 47

Fall 2024 Business Beautification Award - State Farm - Alecia Francis

B. Recognition of Keep Duncanville Beautiful Fall 2024 Curb Appeal Residential Properties. 48 - 52

Keep Duncanville Beautiful Fall 2024 Curb Appeal

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

A. Consider the Minutes for the August 6, 2024 and August 20, 2024 City Council Regular Meetings. 53 - 61

City Council - 06 Aug 2024 - Minutes
City Council - 20 Aug 2024 - Minutes

B. Consider a Resolution awarding RFQ 24-0027 Texas Water Development (TWDB) Lead Pipe - Financial Advisor Services to Hilltop Securities, Inc. through the City's competitive qualifications process for financial advising services related to administering the TWDB grant for the Lead Service Line Replacement Program in an amount equal to a base fee of $25,000.00 plus municipal securities issuance and other associated financial advising fees not yet identified. 62 - 115

Texas Water Development Board Lead Service Line Project Financial Advisor Services

C. Consider a Resolution awarding RFQ 24-0026 Texas Water Development (TWDB) Lead Pipe - Bond Counsel Services to Norton Rose Fulbright US LLP through the City's competitive qualifications process for bond counsel services related to administering the TWDB grant for the Lead Service Line Replacement Program in an amount equal to a base fee of $10,000.00 plus associated bond counsel fees not yet identified. 116 - 138

Texas Water Development Board Lead Service Line Project Bond Counsel Services

D. Consider a Resolution awarding RFQ 24-0024 Texas Water Development (TWDB) Lead Pipe - Engineering Services to MRB Group, PC, through the City's competitive qualifications process for engineering services related to the Lead Service Line Replacement Program with a contract amount of $2,876,742.00 and an additional appropriation of $431,511.30 as a project contingency for a total amount not to exceed $3,308,253.30. 139 - 187

Texas Water Development Board Lead Service Line Project Engineering Services

E. Consider a Resolution authorizing Hilltop Securities, Inc., MRB Group, PC, and Norton Rose Fulbright US LLP to provide financial advising, engineering, and bond counsel services, respectively, related to administering the Texas Water Development Board grant application for the Lead Service Line Replacement Program. 188 - 191

Texas Water Development Board Financial Assistance Application Authorized Representatives

F. Consider a Resolution approving Change Order Thirteen for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project with Pavecon Public Works, LP, to withhold and retain the sum of $88,769.40 from the final payment for non-completed improvements. 192 - 196

Danieldale Road Street Reconstruction and Subsurface Utility Improvements Change Order Authorization

G. Consider a Resolution awarding the renewal of and authorizing a five-year fixed rental master agreement for multi-functional copiers citywide with Ubeo Business Services, Inc., with an estimated yearly amount of $76,796.00, resulting in an estimated total contract amount of $384,480.00 over the five-year fixed agreement. 197 - 219

Ubeo Business Services, Inc. Fixed Rental Master Agreement

H. Consider a Resolution authorizing an initial one-year term with four additional one-year renewals for a total of five years for Contract #3200146 with Exclusive Protection Services, LLC, to provide security 220 - 256

services for the Duncanville Fieldhouse in an amount not to exceed $85,290.00 annually.

Security Agreement for Duncanville Fieldhouse

I. Consider a Resolution authorizing the expenditure for field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies with Ewing Irrigation Products Inc. through BuyBoard Contracts #705-23 and #706-23 with an estimated yearly amount of $25,000.00 over a five-year period amounting to $125,000.00 with an additional appropriation of $18,750.00 as 15% contingency for a total amount not to exceed $143,750.00. 257 - 262

Irrigation and Landscape Supplies with Ewing Irrigation Products Inc.

J. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Buy Board 724-23 to purchase seven Chevrolet Tahoe Police Pursuit Vehicles to include upfitting and painting in the expenditure amount not to exceed $560,000.00 superseding a previous Resolution authorized by City Council (Resolution No.2024-234). 263 - 286

Police Pursuit Vehicles

K. Consider a resolution authorizing a Professional Services Agreement with TodoVerde, LLC to provide IT infrastructure and network support in an amount not to exceed $442,700 for a total of $494,769, inclusive of payment owed for work already performed. 287 - 298

TodoVerde - IT and Network Support

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Conduct a Public Hearing on the FY 2024-25 Proposed Budget 299 - 333

Conduct a Public Hearing on the FY 2024-25 Proposed Budget

C. Council to consider a resolution confirming the City Manager's appointment of Chris Connealy as the Fire Chief. 334 - 338

Confirmation of Fire Chief Appointment

D. Consider a Resolution approving a Facility Use Agreement with alcohol at the Duncanville Fieldhouse for the Duncanville Chamber of Commerce's Fun After 5 event on September 19, 2024. 339 - 344

Facility Use Agreement

E. Authorization of Military Makeover Program Details 345 - 349

Military Makeover - Pdf

F. Consider a resolution authorizing the approval of the purchase of a vehicle from Classic Chevrolet that will be used in the support of the Duncanville Community & Economic Development Corporation (DCEDC), in the expenditure amount not to exceed $56,044.90. 350 - 354

Vehicle Purchase - DCEDC

6. STAFF AND BOARD REPORTS

A.	Council to receive a briefing on the Mobile Food Vendor ordinance, particularly for snow cone vendors. Snow Cone Vendors	355 - 369
B.	Council to receive a briefing on Arts Funding. Council Briefing on Arts Funding	370 - 391
C.	Receive a briefing on the Red, White, and BBQ event. Briefing on Red, White, and BBQ event funding	392 - 393
D.	Briefing on Fund Balance Policy Receive a briefing on Fund Balance Policy	394 - 399
E.	The purpose of this briefing is to provide an overview of the current plan for special events for fiscal year 2025. This briefing will outline the budgetary allocations, funding sources and recommendations for supporting upcoming city-sponsored events. Briefing on Special Events Funding	400 - 401
F.	Receive the Fiscal Year 2023-2024 Third Quarter Investment Report as of June 30, 2024. FY2024 Q3 Investment Report as of June 30, 2024	402 - 411
G.	Receive the Parks and Recreation Department Quarterly Report Parks and Recreation Department Quarterly Report	412 - 434
H.	Monthly Financial Report as of July 31, 2024 Receive the Monthly Financial Report as of July 31, 2024	435 - 481

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, August 29, 2024 , by 6:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 03 Sep 2024

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

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

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

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FUNDING SOURCE:

ORG and Object Number
N/A

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

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

STAFF REPORT

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ORG and Object Number
N/A

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

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

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Briefing City Council on the updated Facility Condition Assessment

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas E. Finch, City Manager
Sofine M. Lewis, Executive Liaison

BACKGROUND/HISTORY:
Huitt-Zollars has provided updated data that will forge a pathway to create and identify improved efficiency, collaboration, quality, and consistency in the City's Building infrastructure.

The Facility Needs Study highlights two primary components: a facility condition assessment and a space needs assessment.

The Facility Condition and Needs Assessment will be utilized by the City Council, Citizen Bond Advisory Committee, and City Staff to identify facility needs to be addressed either in a potential bond election, future capital projects, as well as the ongoing operations and maintenance general fund to help prolong the life of our City facilities and address current and future space needs for our city departments. Potential projects and facility improvement needs are identified, and recommendations for prioritization and funding are included in the study.

POLICY EXPLANATION:
The information in the Facility Condition and Needs Assessment will be used as a tool to assist Staff and the City Council in identifying necessary facility improvements and make informed decisions on future funding needs and strategies. The assessment is not complete and the attached Executive Summary is still in draft status. This Briefing item is intended to provide the Council the preliminary assessment findings, and allow for questions or concerns prior to the final report being presented to the Council at a future date to be determined.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Facilities Needs Assessment council presentation 2024

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City of Champions

Facilities Conditions & Needs Assessment

Presented to the City Council

September 2024

HUITT ZOLLARS

PURPOSE

- Evaluate the current CONDITIONS of: City Hall, City Hall Annex (Old Library), DL Hopkins Senior Center, Municipal Service Center, Public Library & Recreation Center.
- Identify and prioritize current and future Operational and Physical NEEDS for the same facilities.
- Propose SOLUTIONS for improving city facilities that will serve Duncanville in an efficient and cost-effective manner. Develop scope and probable costs for needed facility improvements.

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CONDITIONS
System Deficiency Summary

Condition Rating	1 - Fail	2 - Poor	3 - Average	4 - Good	5 - Excellent

Subsystem	City Hall	City Hall Annex (Old Library)	D.L. Hopkins Jr. Senior Center	Municipal Service Center	Public Library & Recreation Center
Exterior Walls	3	3	4	2	3
Exterior Windows	3	2	3	3	4
Exterior Doors	2	3	2	2	3
Exterior Stairs	-	-	-	-	3
Roof	5	5	5	2	4
Roof Drainage System	3	4	3	2	2
Structural	3	4	4	3	3
Interior Walls	3	3	4	2	4
Interior Doors	2,3	4	4	1	2,3
Interior Specialties	3	3	4	2	4
Interior Stairs	-	-	-	3	3
Interior Wall Finishes	2	3	3	3	4
Interior Floor Finishes	3	4	4	1	3
Interior Ceiling Finishes	3,4	4	4	2	3
Domestic Water Heaters	5	4	5	4	4
Other Plumbing	4	4	4	3	4
Mechanical / HVAC	3	5	2	3	3
Electrical Service & Distribution	4	1	4	2	4
Branch Panels	4	1	1	3	4
Interior Lighting	3	3	3	2	3
Exterior Lighting	5	5	5	5	5
Generator	2	4	N/A	2	4
Misc. Electrical	-	-	-	-	-

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CONDITIONS
System Deficiency
Probable Cost

Priorities
#1 – Safety, Security, ADA
#2 – Stop Accelerated Deterioration
#3 – Necessary, Not Critical

Probable Cost Summary

	Building Name				
	City Hall	City Hall Annex (Old Library)	D.L. Hopkins Jr. Senior Center	Municipal Service Center	Public Library & Recreation Center
A- Substructure	$ -	$ -	$ -	$ -	$ -
B - Shell	$ 115,000	$ 34,500	$ 10,500	$ 251,300	$ 29,200
C - Interiors	$ 21,460	$ 1,500	$ 10,000	$ 104,500	$ 8,520
D - Services	$ 340,200	$ 21,900	$ 131,500	$ 291,600	$ 734,600
Total	**$ 476,660**	**$ 57,900**	**$ 152,000**	**$ 647,400**	**$ 772,320**
Total all Buildings					**$ 2,106,280**
Percent of Total	**23%**	**3%**	**7%**	**31%**	**37%**

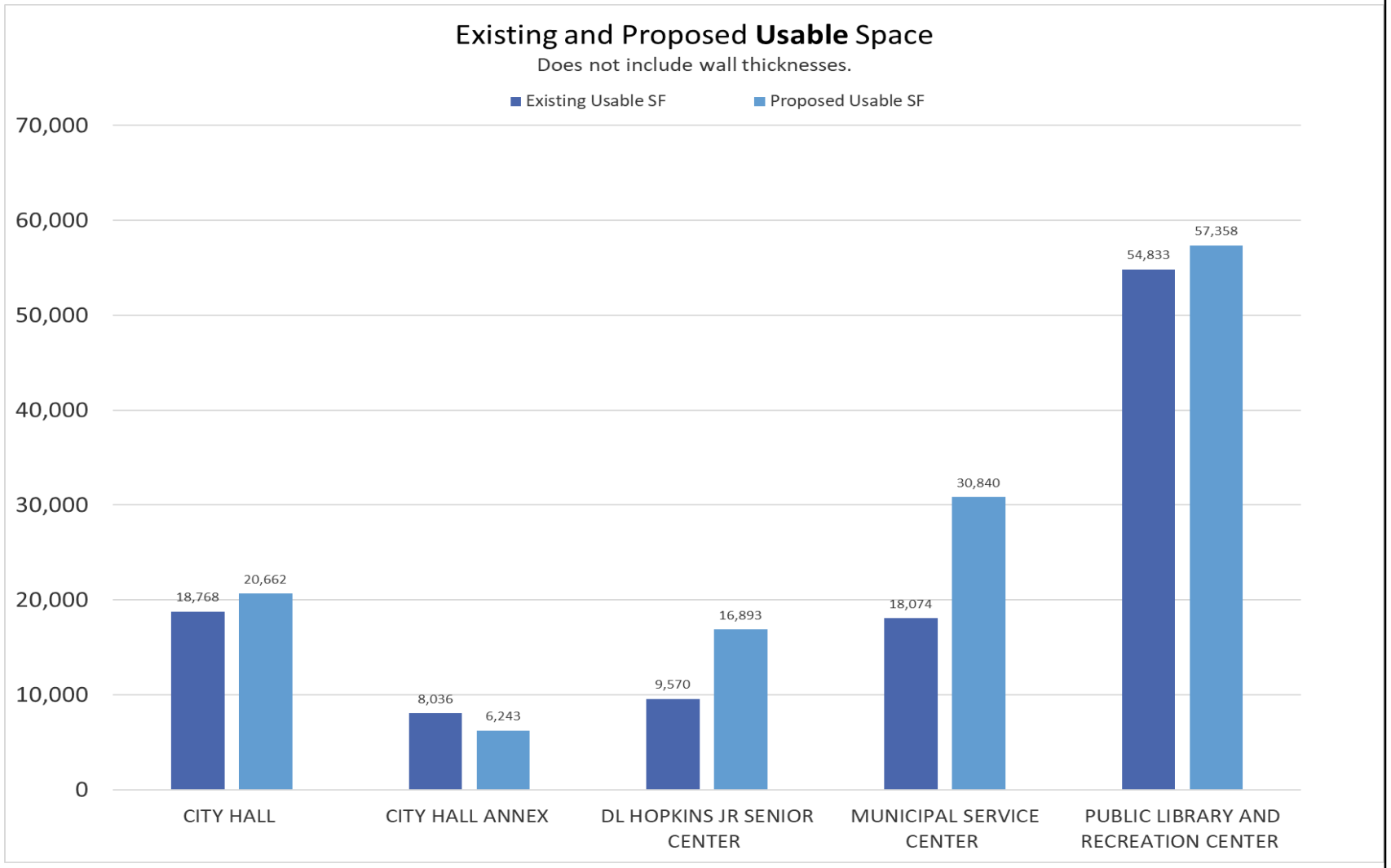
Probable Cost Priorities

	Building Name					
	City Hall	City Hall Annex (Old Library)	D.L. Hopkins Jr. Senior Center	Municipal Service Center	Public Library & Recreation Center	**Total**
Priority 1	$ -	$ 20,000	$ 13,000	$ 10,000	$ 16,000	**$ 59,000**
Priority 2	$ 25,000	$ 3,000	$ 121,500	$ 305,300	$ 28,100	**$ 482,900**
Priority 3	$ 451,660	$ 34,900	$ 17,500	$ 332,100	$ 450,220	**$ 1,286,380**
Grand Total Priorities 1,2,3						**$ 1,828,280**

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NEEDS

Usable Square Footage Summary



NEEDS
Possible Projects

With Probable Construction Cost Range

CITY HALL

CH 1a) A complete Renovation inside the existing City Hall **$4 - $6 million.**

CH 1b) CH 1a project WITH new construction **$7 - $9 million.**

CITY HALL ANNEX

CHA 1) Renovate existing support space **$90 - $110 thousand.**

CHA 2) Renovate offices/workspaces. Could be used for the temporary relocation of staff to enable other projects. **$600 - $800 thousand.**

DL HOPKINS SENIOR CENTER

DLH 1) Renovate to provide a fitness center and office **$70 - $90 thousand.**

DLH 2) New addition providing additional activity/program spaces **$1.7 - $2 million.**

MUNICIPAL SERVICE CENTER (MSC)

MSC 1) (Phase 1) New freestanding yet connected Administrative Building. Could be used for the temporary relocation of staff to enable other projects. Additionally, the construction of a new Heated Garage / Traffic Storage building **$7 - $8 million.**

MSC 2) (Phase 2) Completing project by renovating the existing Service Center **$1 - $2 million.**

PUBLIC LIBRARY & RECREATION CENTER

PL 1) Renovation to add study and staff workspace **$100 - $200 thousand.**

RC 2) A new addition to the Recreation Center and associated renovations **$4 - $6 million.**

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City of Champions

City Hall





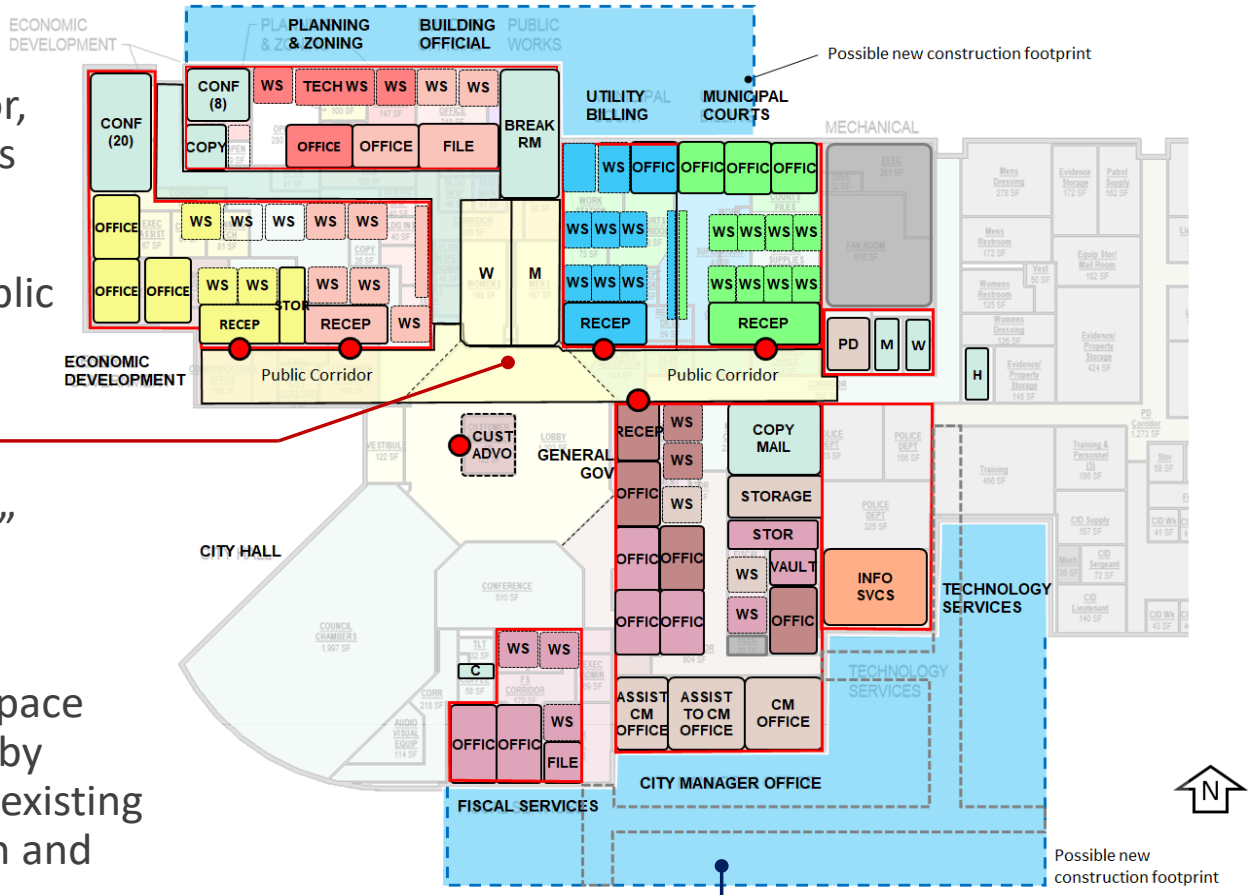
- **CONDITIONS:** Exterior walls, windows, generator, roof top HVAC units

- **CH1a)** Moderate – Provides a new public concourse with appropriate public separations.

  Provides “off-stage” staff collaboration areas.

  Maximizes use of space and plan flexibility by moving away from existing diagonal circulation and desk orientations.

  Corrects any ADA issues.



- **CH1b)** Comprehensive – consider gaining program flexibility with new square footage to south.

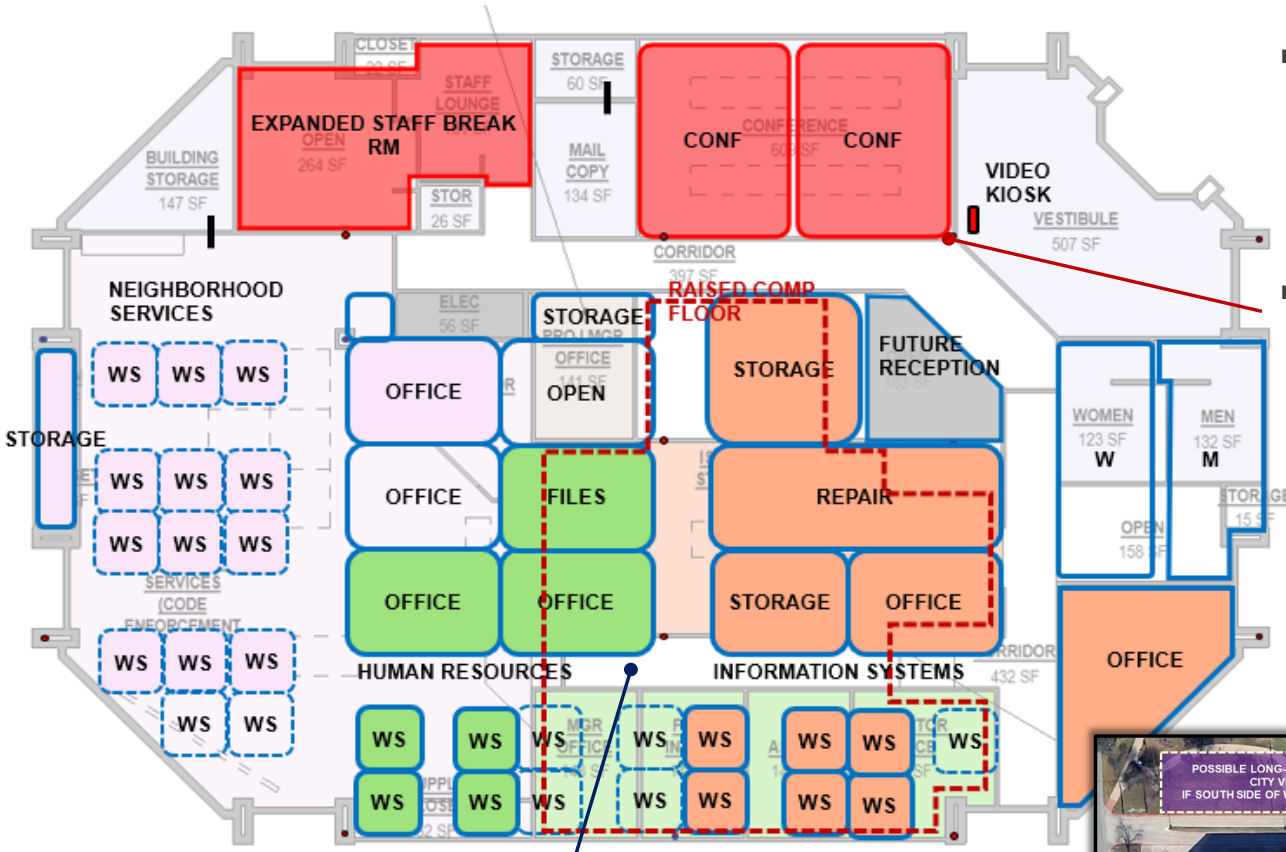
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City Hall Annex







- **CONDITIONS:** Electrical and window improvements.
- **CHA 1)** Moderate - Improve visitor entry process, conference, amenity space.

- **CHA 2)** Comprehensive - Maximize plan efficiency while allowing future expansion capability to the south.



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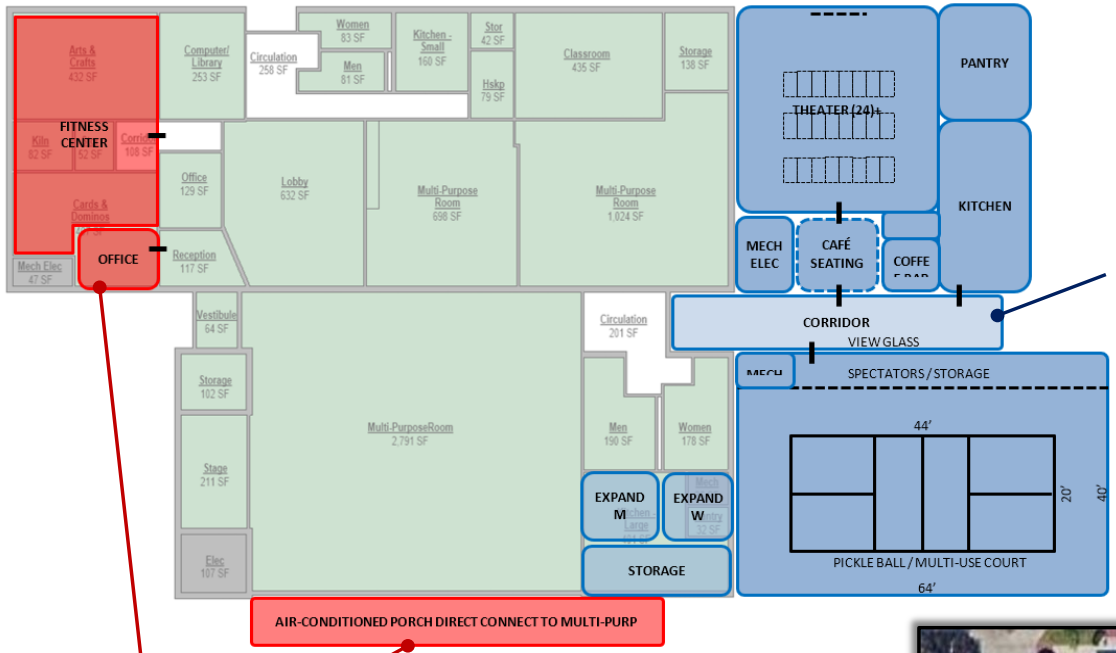
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D. L. Hopkins, Jr. Senior Center

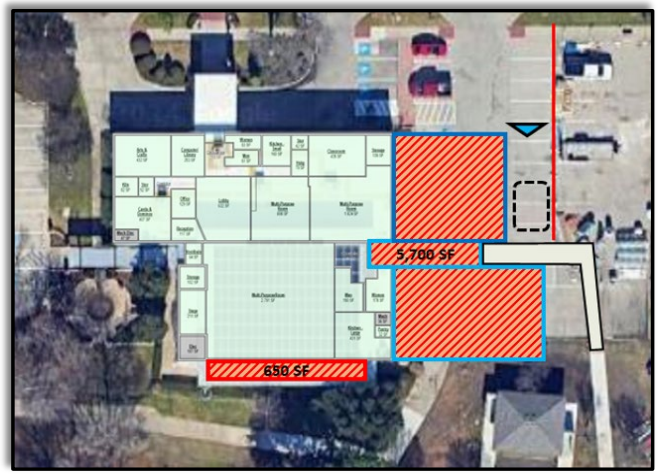






- **CONDITIONS:** Electrical / HVAC improvements
- **DLH 2)** Comprehensive: new construction to house new programs.

- **DLH 1)** Moderate: Renovations for Fitness Center and New Solarium Expansion under the existing roof.



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Municipal Service Center

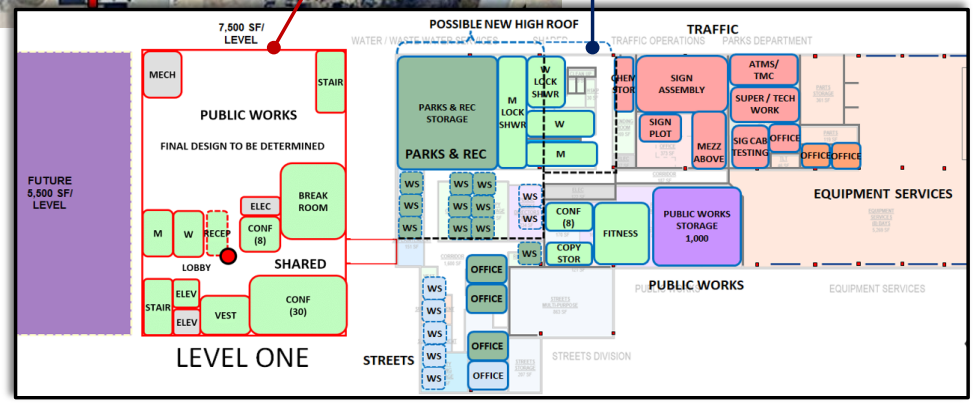






- **MSC 1)** Moderate – New 2-story admin building, and new heated garage/ storage building.
- **MSC 2)** Moderate – Full renovation and repair project at the existing MSC.

- **CONDITIONS:** Enclosure/ roof/ HVAC/ plumbing/ elec/ interiors (Resolve with MSC 2 project).



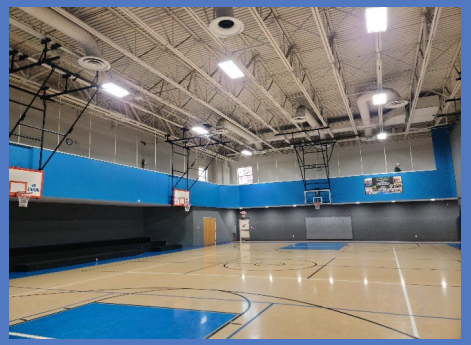
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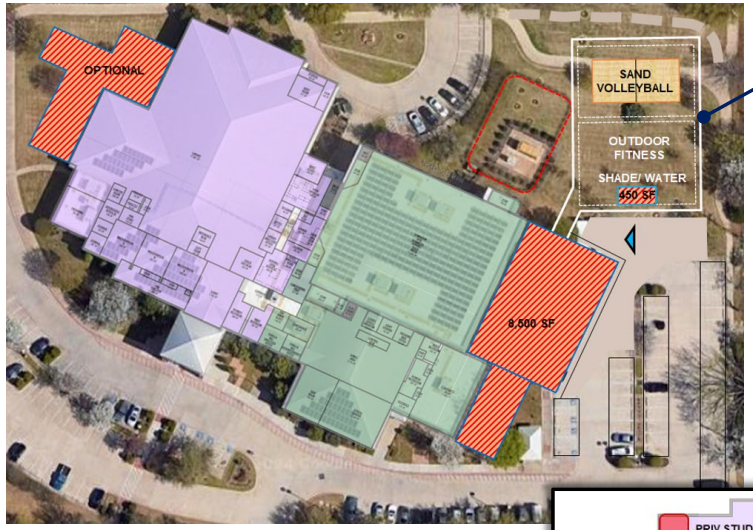
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Public Library / Recreation Center

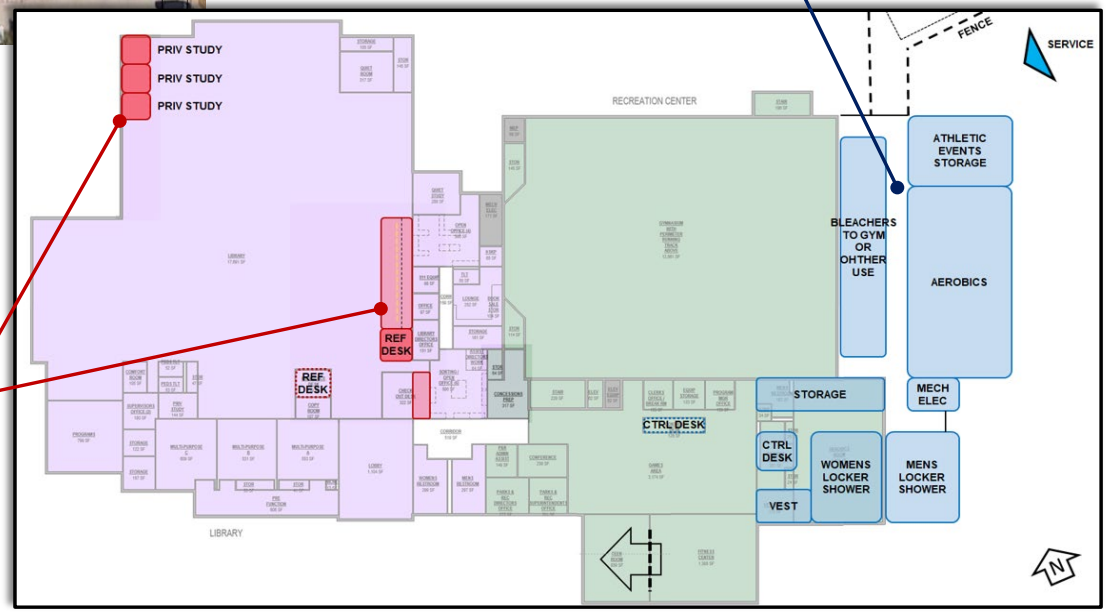






RC 2) Comprehensive – New construction that provides additional outdoor and indoor recreation space and support, with associated renovations to improve existing public, support and control areas.

- **CONDITIONS:** HVAC, roof drainage, future HVAC
- **PL 1)** Moderate – Renovate to add public study space and staff workspace.



HUITT ZOLLARS

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City of Champions

Thank you!



HUITT ZOLLARS

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Council to receive a briefing on the Assessment of the Service Center.

Vision Statement:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Tanya Reed, MRB Group

BACKGROUND/HISTORY:
A facility condition and needs assessment was recently completed by Huitt-Zollars including the Service Center.

POLICY EXPLANATION:
MRB Group engineers conducted a review of the service center facility to provide additional information and context relative to the condition and recent service centers in which they have supported other municipalities in the construction or reconstruction of service center facilities.

MRB's engineers have identified two (2) options to proceed to modify the service center facility to meet current and future needs:
1. Invest $3-4 million into a 40-year-old facility, or
2. Construct a new office complex on site, detached from the existing facility, and renovate the existing tilt-wall shell to gain additional apparatus and service bay areas. With limited design data, the estimated construction cost at this phase is $8 million. This option would give the City of Duncanville a brand-new facility with a life expectancy of another 50 years.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. No action necessary. Briefing only.

ATTACHMENTS:
Service Center Assessment Aug 2024
Service Center Proposal Phase 1

MRB group www.mrbgroup.com

August 1, 2024

Mr. Doug Finch, MPA, City Manager
City of Duncanville
203 East Wheatland Road
Duncanville, Texas 75116

RE: PRELIMINARY BUILDING ASSESSMENT – CITY OF DUNCANVILLE SERVICE CENTER
330 SHADY TRAIL DRIVE, DUNCANVILLE, TEXAS

Dear Doug:

Multiple MRB Group staff have toured the Service Center Facility. Most recently, Tanya Reed, AIA, V.P. of Architecture, and Randy Stumberg, AIA, walked the building on Monday, July 22, 2024. The design team also reviewed the assessment of this facility in detail, as prepared by Huitt-Zoliars in April 2018. An update to this assessment is expected later in August; it will become a part of the programming and design phases executed by MRB, should the City of Duncanville choose to go that direction.

The existing structure is approximately 18,670 square feet, L-shaped, and single-story in height. The structure's exterior is an 8-inch-thick tilt-wall, and the superstructure is pre-engineered steel.

The facility was initially constructed in 1987. Limited modifications have been made to the structure since that date.

Referencing the report prepared by Huitt-Zoliars to outline specific details and deficiencies, our general findings are as follows:

1. The superstructure of the main building is in good working order; pre-engineered steel and tilt-wall construction can have a lifespan of more than 40 years.

2. All other components of the facility are operating at less than optimum and have reached their maximum life cycle, including but not limited to the following:

    - Interior walls are in disrepair in many areas.
    - Corrosion exists in many of the wet areas, including restrooms and sinks in the lounge.
    - Substantial dust contamination in the ductwork throughout.
    - The numerous HVAC systems need repair or replacement and present many energy code issues, including a DX rooftop unit mounted at grade, the absence of an Energy Recovery Ventilator (ERV) for restroom ventilation, and the overall age issues with most units.
    - Many areas need waterproofing, and water damage presents itself at grade level and overhead locations, with severe damage to the insulation and ceiling finishes in the apparatus bay area.
    - Numerous aesthetic issues are present, as shown in the reference report.
    - Many energy and building codes are in conflict and offer non-compliance in numerous areas, including ADA accessibility.

Along with the items listed above, and arguably more importantly, this building no longer meets the needs of the departments housed in this facility. With growing staff and departmental changes, the facility is no longer viable or, in simple terms, large enough to meet the needs of the anticipated Public Works and Parks and Recreation Departments that the City of Duncanville wishes to occupy this facility. Space is deficient in both office and ancillary spaces, as well as the bay and service area, where it is anticipated that at least four (4) more bays are required to continue ongoing services.

In summary, we suggest that the City of Duncanville has two (2) options to proceed to modify this facility to meet current and future needs:

1. Invest $3-4 million into a 40-year-old facility, or
2. Construct a new office complex on site, detached from the existing facility, and renovate the existing tilt-wall shell to gain additional apparatus and service bay areas. With limited design data, the estimated construction cost at this phase is $8 million. This option would give the City of Duncanville a brand-new facility with a life expectancy of another 50 years.

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MRB Group recommends that the next step on this project should be to review the anticipated updated report from Huitt-Zoliars later this month, compare findings to a report prepared six (6) years ago, and proceed with some programming and conceptual design efforts to establish a more defined scope of work and budget. MRB will present a proposal for these services under separate cover.

Please feel free to call and discuss this preliminary report should you need more information or clarification.

Sincerely,

Tanya Mikeska-Reed, AIA, NCARB
V.P. of Architecture

MRB group www.mrbgroup.com

July 25, 2024

Mr. Doug Finch, City Manager
City of Duncanville
203 East Wheatland Road
Duncanville, TX 75116

RE: PROPOSAL FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES ASSESSMENT AND PLANNING FOR THE SERVICE CENTER—CITY OF DUNCANVILLE

Dear Doug:

MRB Group, P.C. (MRB) is pleased to present the following proposal to the City of Duncanville (City) to provide architectural and engineering services to assess the current Service Center located at 330 Shady Trail Drive. In addition to this assessment, the MRB's design team will engage with the City to program the facility's current and future needs and the anticipated facility's conceptual design based on the findings in the assessment and programming phases.

I. Background

Multiple MRB Group staff have toured the Service Center Facility. Most recently, Tanya Reed, AIA, V.P. of Architecture, and Randy Stumberg, AIA, walked the building on Monday, July 22, 2024. The design team has also reviewed the assessment of this facility in detail, as prepared by Huitt-Zoliars in April 2018. An update to this assessment is expected later in August. It will become a part of the programming and design phases executed by MRB, outlined in this proposal.

The existing structure is approximately 18,670 square feet, L-shaped, and single-story in height. The structure's exterior is 8-inch-thick tilt-wall, and the superstructure is pre-engineered steel.

The assessment will determine if the existing structure, including exterior walls and roof, will remain as-is, be demolished and reconstructed on the same site, or combine the two.

The department staff housed in this building have increased over the past few years and are expecting more growth. In addition to outgrowing the offices and occupied spaces, this building is almost 40 years old, reaching the end of its expected life-cycle for most systems, and is in dire need of upgrades, at the very minimum.

The building may be renovated/reconstructed in phases, so this proposal will stop after the conceptual phase of design to allow the City to decide on a go-forward plan before investing in substantial architecture and engineering fees.

II. Scope of Services and Fees

Based on the assumptions noted above, the following is the anticipated scope of services for this Project.

DESIGN SERVICES:

A. As-Built Investigation/Assessment

1. Existing conditions (including exterior shell, interior walls, structural support, and MEP utilities and services) will be measured and documented for use in the construction documents.

On-site investigation	$4,500.00
Computer input	$5,800.00
Architect's Report and Recommendation	$1,500.00
Subtotal of A, Item 1	**$11,800.00**

B. Programming Phase

1. Code Analysis.
2. Meet with City staff to determine existing and future staffing and process needs. Three (3) interview meetings included.
3. Establish goals, objectives, and design criteria.
4. Outline the building functions.
5. Determine space needs and the arrangement of these spaces.

C. Conceptual Design Phase
   6. Develop design concept, outline specifications, and preliminary timeline.
   7. Discuss the likely performance of the building and anticipated systems required for a successful facility.
   8. Develop conceptual floor plan(s) and exterior elevations to present the overall look of the proposed building.
   9. Performance Spec for MEP systems.
   10. Outline structural type.
   11. Establish a conceptual Estimate of Probable Cost (OPC).

Architectural $25,000.00
MEP Engineering $2,000.00
Structural Engineering $1,500.00

Subtotal of B and C, Items 1-11 ..... $28,500.00

Total Compensation ***$40,300.00***

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Additional Services

The following items not included in the above services can be provided on a personnel time-charge basis but will only be performed upon receipt of your authorization.

A. Design beyond the items listed above.
B. Asbestos and Lead Paint Testing and abatement plans (If required by the City).
C. Hazardous Material and or Mold testing and abatement plans.
D. Geotechnical Investigation.
E. Civil Engineering Services.
F. Construction Administration
G. Construction Observation Services.
H. Full Color 3-D Renderings.

I. Evaluation or design beyond the project area or scope listed above.
J. Destructive testing.

IV. Commencement of Work

Upon receipt of the signed proposal MRB Group will begin work on the Project.

Our team estimates that it will take approximately two (2) months to as-build the existing building and fully develop a design that can be presented to the City of Duncanville.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement are MRB Group's Standard Terms and Conditions.

If this proposal is acceptable, please sign where indicated and return it to our office. Thank you for considering our firm. We look forward to working with you on this Project.

Sincerely,

Tanya Mikeska-Reed, AIA, NCARB
V.P. of Architecture

James J. Oberst, P.E., LEED AP
Executive V.P./C.O.O.

https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Texas/Duncanville, City of/O-24-0415 Service Center Assessment-Planning/Service Center Proposal Phase 1.docx

Enclosure MRB Group Standard Terms and Conditions

PROPOSAL ACCEPTED FOR THE CITY OF DUNCANVILLE BY:

Signature	*Title*	*Date*

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MRB GROUP, P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

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F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Council to receive briefing and discuss the proposed 2025 budget if any Councilmembers have any requests in advance of the September 5th Budget Workshop.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
City Council is currently scheduled or has had meetings on the 2025 proposed budget during the following dates/meetings:

- August 15, 2024 - Budget Workshop at 4pm, Briefing Room at City Hall;
- August 20, 2024 - Regular City Council meeting, briefing discussion on proposed budget;
- September 3, 2024 - Regular City Council meeting, briefing discussion on proposed budget and Public Hearing on Budget;
- September 5, 2024 - Budget Workshop at 9am, Briefing Room at City Hall;
- September 17, 2024 - Regular City Council meeting and Public Hearing on the Tax rate; Council should adopt at this meeting in order to meet the County deadline for the tax rate.

Council to discuss or provide any other direction relating to the 2025 budget.

History: City Council held a Capital Improvement Plan meeting on April 9, 2024 to consider capital projects to be included in the 2025 proposed budget. A public Budget Town Hall meeting was held on July 25, 2024.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
City Council to receive a briefing on a proposed contract amendment to the 1414 Los Altos Ln., Jellison Blvd. & Roundtop Blvd., and Jungle Dr. Drainage Improvements Project. In addition, staff and MRB will provide a briefing on a city-wide master drainage plan.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
In June, the City of Duncanville entered into an agreement with MRB Group to prepare plans and construction specifications to modify existing infrastructure to enhance drainage near Los Altos Ln., Jellison Blvd. & Roundtop Blvd., and Jungle Dr. The cost estimate to perform this work was $45,000.00, as outlined in Attachment 1. City staff will construct the drainage improvement components of the project as designed by MRB Group.

During a briefing with Council on August 20, 2024; MRB indicated a city-wide drainage master plan would be approximately $250,000. Before bringing Council the proposal for a vote, a briefing is being held for discussion purposes.

POLICY EXPLANATION:
Staff requests a contract amendment to provide additional professional engineering services to design and prepare construction plans for a water main realignment. This will include partial roadway removal and replacement, facilitating the planned drainage improvements for Roundtop Blvd.

Additionally, staff is working with MRB on a master drainage plan for the entire city.

These items will be placed on an agenda for approval at an upcoming City Council meeting.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - Proposal

Attachment 1

MRB group www.mrbgroup.com

May 20, 2024

Mr. Matt Bryant, Utilities Superintendent
City of Duncanville
330 Shady Trail
Duncanville, TX 75137

RE: PROPOSAL FOR PROFESSIONAL ENGINEERING DESIGN SERVICES
1414 LOS ALTOS LN., JELLISON BLVD. & ROUNDTOP BLVD., AND JUNGLE DR.
DRAINAGE IMPROVEMENTS — CITY OF DUNCANVILLE

Dear Mr. Bryant:

MRB Group, P.C. (MRB) appreciates the opportunity to submit this proposal for engineering design for the 1414 Los Altos Ln., Jellison Blvd. & Roundtop Blvd., and Jungle Dr. Drainage Improvements (Project) within the City of Duncanville. Our professional services fee proposal required to execute this Project is outlined below.

I. Project Overview

The 1414 Los Altos Lane, Jellison Blvd. & Roundtop Blvd., and Jungle Dr. Drainage Improvements projects involve approximately 150, 800, and 1400 linear feet of culverts, ditches, and driveways, respectively. The project will be designed for construction by City of Duncanville employees and will not be prepared for public bid.

- The 1414 Los Altos Lane project involves existing borrow ditches crossing both sides of an existing concrete horseshoe driveway. The ditch profile and cross section will be altered to industry standards for minimum slopes and to enhance drainage.
- The Jellison Blvd. & Roundtop Blvd. project involves existing berms, borrow ditches, culverts, curbs, inlets, and pipes along both sides of Roundtop Blvd. The City previously installed an area inlet & pipe near the west corner of the intersection of Jellison Blvd. & Roundtop Blvd. The City recently installed a curb along Jellison Blvd. at the south corner of the intersection with Roundtop Blvd., a culvert under Roundtop Blvd. from behind that curb, and a HDPE pipe along the

northeast side of Roundtop Blvd. with the top exposed & cut open just upstream of the driveways at 511, 515, and 527 Roundtop Blvd. and a curb-like inlet in front of 507 Roundtop Blvd. The HDPE pipe is covered by a grass-covered berm in front of 507 Roundtop Blvd., a straw-covered berm in front of 511 & 515 Roundtop Blvd., and a straw-lined ditch in front of 527 Roundtop Blvd. There is an existing water main along the northeast side of Roundtop Blvd., approximately parallel to the HDPE pipe. The entire drainage design will be altered as needed to enhance drainage and improve access for mail delivery & collection and trash collection while minimizing impact on the existing water main.

- The Jungle Dr. project involves existing borrow ditches, driveways, and a driveway culvert along the east side of Jungle Dr. The ditch profile and cross section will be altered to industry standards for minimum slopes and to enhance drainage.

II. Scope of Services and Compensation

A. Topographic Survey
   1. Coordinate existing utility locations for documentation during the topographic survey by obtaining surface locations and record drawings from utility companies.
   2. Measure all existing, visible structures, utilities, and topographic features from Right-of-way (ROW) to ROW.
      a. From about 100 linear feet upstream to 100 linear feet downstream of 1414 Los Altos Lane
      b. Jellison Blvd. from about Nature Dr. to Roundtop Blvd. & Roundtop Blvd. from about Jellison Blvd. to the existing outfall just northwest of 527 Roundtop Blvd.
      c. Jungle Dr. from about Frank Keasler Blvd. to Ridge Rock Lane
   3. MRB will use the City's ROW maps and information from the Dallas Central Appraisal District to document existing ROW and property lines.

Subtotal of A, Items 1-3..... $15,000.00

B. Design and Engineering Services
   1. Preparation of Construction Documents (100% Submittal). MRB will prepare the documents described below for construction by City forces.
      a. Typical Sections
      b. Plan and Profile Sheets with Specifications
      c. Erosion and Sediment Control Sheets
      d. Removal Sheets
      e. Drainage Sheets
      f. Opinion of Probable Construction Costs
      g. Applicable Standards

Subtotal of B, Item 1 ..... $30,000.00

Total Compensation $45,000.00

The cost figures shown above represent our lump sum amounts. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Project Schedule

MRB estimates that we can provide 100% plans in twelve (12) weeks from contract execution.

IV. Additional Services

The following items not included in the above services can be provided on a personnel time-charge basis but will only be performed upon receipt of your authorization.

A. Boundary Surveying
B. Construction Material Testing
C. Bidding Services
D. Environmental Investigation or Reporting
E. Traffic Control Plan

F. Delineation or Acquisition of Easements
G. Construction Administration or Observation

V. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the Project.

VI. Standard Terms and Conditions

Attached hereto and made part of this Agreement are MRB Group's *Standard Terms and Conditions.*

If this proposal is acceptable, please sign where indicated and return it to our office. Thank you for considering our firm. We look forward to working with you on this Project.

Sincerely,

Lee Lingenfelter, P.E., CFM
Project Manager

James J. Oberst, P.E., LEED AP
Executive V.P./C.O.O.

Enclosure: MRB Group's Standard Terms and Conditions

https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Texas/Duncanville, City of/2024 1414 Los Altos, Jellison & Roundtop Blvd, and Jungle/2024-05-13 1414 Los Altos, Jellison & Roundtop Blvd, and Jungle Design Proposal.docx

PROPOSAL ACCEPTED FOR CITY OF DUNCANVILLE BY:

	City Manager	06/05/24
Signature	*Title*	*Date*

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MRB GROUP, P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party with seven days written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

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F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Presentation of the Keep Duncanville Beautiful Fall 2024 Business Beautification Award Plaque and Proclamation to State Farm - Alecia Francis located at 602 N. Main St.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Business Beautification Award was designed to fulfill this goal for commercial property recognition. The KDB Board has nominated State Farm - Alecia Francis located at 602 N. Main St. as the Fall 2024 Business Beautification Award recipient.

POLICY EXPLANATION:
Up to one commercial building in Duncanville is recognized each quarter for significant improvements to the exterior portion of a building, landscape improvements, and/or long-term maintenance of the commercial property that exemplifies high quality standards. Award recipients receive recognition at a regular City Council meeting, and a sign to display at their place of business for the quarter.

The Keep Duncanville Beautiful (KDB) Board nominates the Business Beautification Award. The property must be in good standing with the City's Planning and Neighborhood Services and Utility Billing Departments.

The KDB Board follows the criteria identified below:

- Property must be retail/professional office/commercial/industrial or other business use.
- Property must be located within the city limits of Duncanville, Texas.

- Significant exterior improvements and/or superior maintenance of the property must be made to the property, or the property is new construction.

Improvements can include new landscaping, repainting a building, paving a parking lot, adding awnings, new signage, etc.

FUNDING SOURCE:

ORG and Object Number
12011800-700230

Available Budget	**Purchase Amount**	**After Encumber**
$254.72	$75.00	$179.72

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - State Farm - Alecia Francis
Proclamation - Keep Duncanville Beautiful Business Beautification Award


StateFarm
Alecia Francis

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the City of Duncanville is committed to improving the physical quality of community life; and

WHEREAS, the *Keep Duncanville Beautiful Board* was established to promote this commitment; and

WHEREAS, the mission of the *Keep Duncanville Beautiful Board* is to empower Duncanville citizens and businesses to take responsibility for enhancing their community environment; and

WHEREAS, each quarter the *Keep Duncanville Beautiful Board* recognizes one commercial property within the City for significant improvements to the exterior portion of the property, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards; and

WHEREAS, State Farm - Alecia Francis located at 602 N. Main St. has been selected as the Business Beautification Award recipient for Fall 2024.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating State Farm - Alecia Francis located at 602 N. Main St. and commending this business for contributing to the beautification of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 3rd day of September, 2024.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Recognition of Keep Duncanville Beautiful Fall 2024 Curb Appeal Residential Properties.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Curb Appeal Program was designed to fulfill this goal for residential property recognition. The properties chosen for the Fall 2024 Curb Appeal Residential Properties include:

District 1: Delphine Humphrey
1334 Meadow Ridge Dr.
Duncanville, TX 75137



District 2: Hubert D. Pearson
1439 Birdwood Cir.
Duncanville, TX 75137



District 3: Juan A. Macias
223 S. Alexander Ave.
Duncanville, TX 75116



District 4: Jim Gonzales
406 Softwood Dr.
Duncanville, TX 75137



District 5: Maria G. Berg
610 E. Fairmeadows Dr.
Duncanville, TX 75116



POLICY EXPLANATION:
One residential property for each of the five Council Districts in Duncanville is recognized each season for significant improvements to the exterior portion of the residence, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards. Upon approval from the property owners, each recipient receives a sign placed in their yard for a period of three months as well as a bag of gardening gifts, and recognition at a regular City Council meeting.

A Keep Duncanville Beautiful (KDB) Board sub-committee selects the Curb Appeal properties for nomination – one property per sub-committee member.

The KDB Board follows the criteria identified below:

- Property must be located within the city limits of Duncanville, Texas
- Neatness
- Flowers not mandatory
- House in good condition
- Landscaping consistent with building
- Overall maintenance (i.e. paint, shrubs etc.)
- Subjective

No seasonal decorations are considered in the judging.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

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Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, August 6, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, August 6, 2024, at 4:34 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:
Councilmember At-Large DeMonica Gooden
Councilmember Don McBurnett
Mayor Pro Tem Jeremy Koontz
Mayor Greg Contreras

COUNCIL ARRIVING AT:
Councilmember Veracruz – 4:53 p.m.
Councilmember Cherry-Brown – 4:54 p.m.
Councilmember Pennebaker – 5:16 p.m.

COUNCIL ABSENT:

EXECUTIVE SESSION

The Executive Session was called into session at 4:34 p.m. and City Attorney Hager read the item into record.

In the interest of time, the council recessed the Executive Session at 5:59 pm to convene into the briefing session.
The Council reconvened into Executive Session at 7:56 p.m.
The Council closed the Executive Session at 8:36 p.m.

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

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

WORK SESSION / BRIEFING

The Council convened into the briefing session at 6:05 p.m.

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

1. DISCUSS AGENDA ITEMS

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

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

The Briefing Session was adjourned at 6:58 p.m.

A. ***Council to receive briefing on budget meetings***

Presented by City Manager Finch. Mr. Finch asked if there is a need for additional meeting regarding the budget. Attorney Hager stated the Tax rate and budget can be adopted on the same day with the budget being adopted first and then the tax rate. Councilmember Gooden suggested we have a day for a workshop to discuss the budget. There was a consensus that the

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additional meeting is necessary. The meeting was scheduled for September 5th.

B. ***City Council to receive a briefing on the water quality in the City of Duncanville.***
Public Works Director Matt Bryant and Greg Hotaling with MRB Group presented this item. Mr. Hotaling attended virtually.

C. ***Council to receive a briefing on a request from Star Transit for funding and continued operations within the City of Duncanville.***
Presented by a representative of Star Transit.

D. ***Receive a briefing on the Red, White, and BBQ event cost***
Moved to Staff Reports item 5B.

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

The City Council convened into Regular Session in the Council Chambers at 7:07 p.m. with Mayor Contreras presiding.

Councilmember McBurnett delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***
Mayor Contreras thanked everyone who came out to his first Coffee with the Mayor. He informed citizens of the Town Hall meeting regarding the Life School on Tuesday, August 13th, at 6:00 p.m.

B. ***Councilmembers' Reports***
Councilmember Pennebaker asked for prayers for the family on the passing of Dr. Jan Sandusky a former pediatrician in Duncanville. Councilmember McBurnett congratulated the City of Duncanville on celebrating a birthday. He also mentioned the Native Landscaping Workshop by Keep Duncanville Beautiful and announced August 8th was Lois Cathy day. She was the owner of Red Bird Lanes. He then welcomed the new Duncanville School superintendent, Dr. T. Lamar Goree and Planning Director Nathan Warren on his return to work. Councilmember Cherry-Brown thanked Mayor Pro Tem Koontz for the chess tournament at Plyburn Park. She gave a Special thanks to City Manager Finch and city staff for their assistance. Councilmember Gooden wished all kids going back to school a great and prosperous school year. Mayor Pro Tem Koontz thanked citizens who applied for Board and Commissions. He informed citizens that the Dog Park Master plan is being worked on currently and moving forward, as well as the Ladd Preserve Master Plan.

C. ***City Manager's Report.***
Mr. Finch stated the Duncanville Police Department completed its TCole audit. He also informed every one of the Police Chief interviews are tomorrow and the Energov go-live date is August 13th. He then encouraged citizens to apply for open positions in the city.

2. PROCLAMATIONS AND PRESENTATIONS

3. CITIZENS' INPUT

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

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council

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meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

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

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

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

Patricia Ebert
115 S Greenstone
Thanked staff for donation box being removed

Phillip James
910 Green Terrace Lane
Protected bike lanes

4. CONSENT AGENDA

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

A. ***Council to consider a resolution approving a Memorandum of Understanding with the cities of DeSoto and Cedar Hill, Texas, for the shared purchase, implementation, and licensing of a new computer aided dispatch and law enforcement records management system.***

RES 2024-295

B. ***Consider a Resolution awarding RFP 24-0007 Electrical Services Citywide to ESG Electric, Fort Worth Electric, LP, and Olson Electric Service, Inc., through the city's competitive proposal process for electrical services; authorizing a contract with each vendor for a one-year term with the option to renew for up to four additional one-year terms for a total amount not to exceed $274,154.00 across the three vendors over the five years, subject to the exercise of contract renewals and City Council appropriation.***

RES 2024-291

C. ***Consider a Resolution authorizing the purchase of two Danhard 110 Volt Air Conditioner / Heater with Kussmal Auto Eject 20 Amp Shoreline and Shoreline Indicator from Safe Industries, Inc. in a total amount not to exceed $18,288.00 for the (2) two Osage ambulances purchased in 2022 adding to the cost of the ambulances for a total price of $635,710.56.***

RES 2024-302

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

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. ***Council to consider adopting an ordinance amending the Code of Ordinances by amending Chapter 1 'General Provisions', Division 3. 'Park and facility naming', by repealing section 1-12. 'Other municipal***

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buildings or lands' in its entirety and replacing it with new section 1-12, 'Other municipal buildings or facilities'

Councilmember Kyle Pennebaker made a motion to table this item subject to a workshop, Councilmember Don McBurnett seconded the motion. The vote was cast 6 for, 1 against (Councilmember Don McBurnett).

C. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to One Source Plumbing, LLC, in an amount not to exceed $280,000.00 for a building located at 518 East Highway 67. Duncanville, Texas, 75137.***

Presented by Economic Development Director Victor Berrera. Owner Patrick Figeroa was available to answer questions. Mayor Pro Tem Koontz asked if this grant is from this year's budget or next year's. Mr. Barrera stated it is from this year's budget. Councilmember Cherry-Brown congratulated the owner on his new business in Duncanville.

RES 2024-260

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

6. STAFF AND BOARD REPORTS

A. ***Monthly Financial Report as of June 30, 2024***
Presented by Budget Administration Jennifer Otey. Councilmember Gooden thanked the Finance staff on providing this report monthly.

B. ***Receive a briefing on the Red, White, and BBQ event cost***
Presented by Jennifer Otey and Assistant Economic Development Director Lolecia Day. Councilmember Gooden verified that this event was not in the adopted budget. She then asked what we planned to do with the remaining Hotel Occupancy Tax funds. City Manager Finch stated some budget transfers may still need to take place. In the current FY24 budget the events where in different categories which made it difficult to give a total amount for a specific event. For the FY25 budget, we will have it categorizes by event which will allow us to stick with what is adopted in the budget as opposed to needing to move money around. Councilmember Gooden also asked where did we get the attendance numbers. Ms. Otey stated the attendance came from the Placer AI software. Mr. Finch stated the numbers may be off due to the software taking into account the people in the park and not just at the event.

Mayor Contreras recessed the regular session at 7:52 p.m. to convene into Executive Session.

The council reconvened the regular session at 8:36 p.m.

ADJOURNMENT

The meeting was adjourned at 8:36 p.m.

ATTEST:

_____
CITY SECRETARY

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, August 20, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, August 20, 2024, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT: Councilmember Don McBurnett – 6:02 p.m.

COUNCIL ABSENT:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

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

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

Briefing Session was adjourned at 6:53 p.m.

A. ***City Council to receive a briefing on Lead Service Line Replacement (LSLR) grant, inventory, and the process.***
Presented by Brooke Thompson Grants Administrator with MRB Group.

B. ***City Council to receive a briefing on upcoming grant opportunities to financially support strategic initiatives identified as priority items for the City of Duncanville.***
Presented by Brooke Thompson with MRB Group.

C. ***Council to receive a briefing from staff and the MRB Group to facilitate discussion among Council about strategies for potentially developing properties owned by the City and the Duncanville Community and Economic Development Corporation.***
Presented by Michael N'dolo with MRB Group, who attended virtually, and Economic Development Director Victor Barrera.

D. ***Briefing and discussion on FY 2024-2025 Proposed Budget and updates***
Budget Administrator Jennifer Otey and Finance Director/CFO Richard Jackson were available to answer questions from the council.

EXECUTIVE SESSION

In the interest of time, Mayor Contreras moved the Executive Session to the end of the regular session.

The Executive Session was called into session at 8:33 p.m. and City Attorney Hager read the item into record.

The Council closed the Executive Session at 10:16 p.m.

1. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real properties located east of Cedar Ridge, south of Interstate***

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20, north of Danieldale, west of US Highway 67, and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

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

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

The City Council convened into Regular Session in the Council Chambers at 7:04 p.m. with Mayor Gordon presiding.

Mayor Pro Tem Koontz delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***
Mayor Contreras thanked the community for coming out to the Life School Town Hall on August 13th.

B. ***Councilmembers' Reports***
Councilmember Gooden also thanked the citizens for coming out to the Town Hall. She informed citizens the Board and Commissions interviews are on August 27th and commented on the Fire Department banquet. Councilmember McBurnett also commented on the Fire Fighters Banquet. He thanked staff and council for the budget workshop and thanked Assistant City Manager Robert Brown for his service upon his retirement on August 30th.

C. ***City Manager's Report.***
Mr. Finch recognized Assistant City Manager Brown for his service and noted his retiring on August 30th. He stated Matt Stogner was selected as Police Chief.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Proclamation acknowledging The Dog Training Club of Dallas County, Inc. (DTCDC) for 50 Years of Dog Training Excellence.***
Mayor Contreras read the proclamation and presented it to Ruth Miles with The Dog Training Club of Dallas County.

3. CITIZENS' INPUT

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

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

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

- Submit a comment by 4:00 p.m. on _

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- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – _
- First Name, Last Name, and Address

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

Katy Edwards
226 Mizell St.
UMB Prep temporary location

Kennedy James
910 Green Terrace Lane
Protected Bike Lanes

Phillip James
910 Green Terrace Lane
Protected Bike Lanes

Erika Browning
442 E. Cherry Street
DCEDC Grants

Terry Webb
11708 CR 4090
Scurry, TX
COLAs for retirees

Jack Long
13220 Wood Have Dr.
COLAs for retirees

4. CONSENT AGENDA

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

A. ***Consider the Minutes for the following Meetings.***

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

RES 2024-304

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

RES 2024-303

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

ORD 2522

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

RES 2024-046R5

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

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RES 2024-312

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

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. ***Council to consider a resolution confirming the City Manager's appointment of Matthew Stogner as the Police Chief.***
Presented by Mr. Finch. Matt Stogner spoke and was available to answer questions from the council. Mr. Finch stated a swearing in ceremony will be forthcoming.

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

RES

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

WITHDRAWN

D. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Cedar Park Shopping Center, LTD., in an amount not to exceed $20,000.00 for a building located at 207-331 South Cedar Ridge Drive, Duncanville, Texas, 75116.***
Presented by Victor Barrera. Mayor Contreras spoke in support of the improvements for ADA compliance.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 6 for, 1 against (Mayor Pro Tem Jeremy Koontz).

E. ***Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to First Peter 4:10, LLC in an amount not to exceed $71,000 for a building located at 1223 Crestdell Drive, Suite A Duncanville, Texas 75137***
Presented by Mr. Barrera. He stated this grant is for paint and concrete improvements in the parking lot. Councilmember Gooden stated that currently the gates are closed, she asked if the gates are open during normal business hours. Mr. Barrera stated the gates are open during business hours. Councilmember McBurnett stated he would like to have applicants attend meeting when grant is considered. He would also like to see addresses on the bids to see that we are using Duncanville businesses.

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

6. STAFF AND BOARD REPORTS

A. ***Briefing Presentation on See My Legacy Crowdfunding and Community Engagement platform.***
Presented by Assistant Director of Parks and Recreation Tyler Agee. Councilmember Pennebaker asked about the cost. Mr. Agee stated the cost is $1699/year or $199/month. Councilmember Gooden suggested we may be able to use this program for the Property Improvement Program volunteers. Councilmember McBurnett stated he thinks this is a wonderful opportunity to tell the story of the people in the community. Councilmember Veracruz also

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thinks this is a wonderful program. Mayor Pro Tem Koontz asked about the department that will be managing this program. Mr. Finch stated that this is still being discussed. Councilmember Pennebaker and Mayor Pro Tem Koontz would like to see other cities that are participating in this program.

B. ***A briefing to City Council regarding the Mexican Independence Day Celebration***

Presented by Assistant Economic Development Director Lolecia Day. Councilmember Veracruz asked if signups on the website. Ms. Day stated currently we are going through Event Brite. Councilmember Gooden asked about funding for the event. Ms. Day stated this is funded through general fund and sponsors. Councilmember Pennebaker asked what we are doing for promotion. Ms. Day stated we have posters, radio, and the Public Information Officer Alex Hamby is doing social media.

C. ***Receive the Library Department Quarterly Report.***

Presented by Library Director Julio Velasquez.

Mayor Contreras recessed the regular session at 8:22 p.m. to convene into Executive Session.

Mayor Contreras reconvened the regular session at 10:16 p.m.

ADJOURNMENT

The meeting was adjourned at 10:17 p.m.

ATTEST:

_____

CITY SECRETARY

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a Resolution awarding RFQ 24-0027 Texas Water Development (TWDB) Lead Pipe - Financial Advisor Services to Hilltop Securities, Inc. through the City's competitive qualifications process for financial advising services related to administering the TWDB grant for the Lead Service Line Replacement Program in an amount equal to a base fee of $25,000.00 plus municipal securities issuance and other associated financial advising fees not yet identified.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
Lead pipes, solder, and brass fittings in faucets and fixtures are the most common sources of lead in drinking water. In 1991, the United States Environmental Protection Agency (EPA) introduced the Lead and Copper Rule (LCR) to reduce the amounts of lead and copper in drinking water. In 2021, the EPA released an addendum to the LCR entitled Lead and Copper Rule Revisions (LCRR), which introduced new regulations to help minimize lead in drinking water. The EPA has delegated regulatory authority to the Texas Commission on Environmental Quality (TCEQ) in Texas.

The LCRR requires Public Water Systems to create and submit to the TCEQ a Service Line Material (SLM) inventory, which provides details and categorizes the pipe material of all service lines (utility-owned and customer-owned) connected to the public water distribution system. The EPA requires compliance with this regulation by October 16, 2024.

The City of Duncanville was invited to apply for funding through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Program. The TWBD requires bond counsel and financial services to administer the grant programs from the State of Texas. The City prepared RFQ 24-0027 to identify a qualified financial advisor to provide financial advice regarding administering the TWDB grant for the LSLR Program. As the RFQ outlines, the qualified firm is expected to provide strategic financial planning, analysis of

market conditions, recommended investments of bond proceeds, and recommendations for any financing of capital projects or refinancing of current debt.

POLICY EXPLANATION:
RFQ 24-0027 Texas Water Development Board (TWDB) Lead Pipe—Financial Advisor Services was advertised via Focus Daily News on June 28, 2024, and July 5, 2024. The request was also publicized through the notification system for PublicPurchase.com. Qualified firms were solicited for financial advisor services related to administering the TWDB grant for the Lead Service Line Replacement Program. The components of the RFQ are outlined in Attachment 1.

Two firms (Hilltop Securities, Inc. ("Hilltop Securities") and US Capital Advisors) submitted Statements of Qualifications (SOQs) in response to the RFQ. Each SOQ was reviewed based on rating criteria (see Attachment 2), as identified in the RFQ, which includes qualifications and program approach. Hilltop Securities was determined to be the most qualified firm based on the rating criteria (see Attachment 3).

While the cost of financial services with Hilltop Securities has yet to be determined, the contract amount will be a base fee of $25,000.00, in addition to municipal securities issuance and other associated financial advising fees, as outlined in Attachment 4.

We currently do not have a budget, but once all details are known, an estimated expenditure amount can be determined. The amount will depend on the approval of the city's grant application and receipt of funding.

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Attachment 1 - RFQ Scope of Services
Attachment 2 - RFQ Evaluation Procedures
Attachment 3 - RFQ Evaluation Grid
Attachment 4 - Form and Basis of Compensation
Resolution No. - 2024-307 - Texas Water Development Board Lead Service Line Project Financial Advisor Services with Exhibit

Attachment 1

REQUEST FOR QUALIFICATIONS

ISSUED BY

THE CITY OF DUNCANVILLE

PROCUREMENT AND CONTRAACTING OFFICE, FISCAL SERVICES DEPARTMENT

SECTION 3- SCOPE OF SERVICES REQUIRED

A. Intent of Proposal

The City is soliciting Request for Proposals (RFPs) and Statement of Qualifications (SOQs) from interested qualified professionals to provide the following:

1. Strategic financial planning, analysis of market conditions, recommended investments of bond proceeds, and provide recommendations to the City for any financing or capital projects or refinancing of current debt

The City reserves the right to accept or reject any or all proposals for any reason it finds to be in its best interest.

The City seeks to afford the opportunity for qualified SBE, MBE, and WBE firms to propose to provide the services described herein.

B. SCOPE OF SERVICES:

The services to be provided by the Financial Advisory shall include, but are not limited to, the following:

- Direction and coordination of all programs of financing.
- Advise the City of current bond market conditions.
- Recommend method of sale of debt instruments.
- Advise publications of forthcoming sales.
- Arrange for reports of independent consultants.
- Recommend the advisability of obtaining credit ratings and coordinate preparation and submission of information to the rating agency.
- Coordinate, prepare and submit the required information to recognize bond insurance companies for insurance qualifications.
- Maintain liaison with Bond Counsel in preparation of all legal documents.
- Counsel in the selection of paying agent/registrar.
- Print all debt instruments.
- Deliver the schedule of annual debt requirements on debt instruments.
- Attend meetings as requested.
- Advise changes in Federal and State laws and regulations.
- Advise on investment of funds as requested.
- Advise and assist in exercising any call and/or refunding.
- Advise and assist in the development of a long-range financing plan.
- Consult with the parties to the transaction prior to the issuance of any debt.
- Secure TWDB and the Texas Attorney General's approval of any debt and the registration of any debt by the Comptroller of Public Accounts of the State of Texas.
- Prepare or review continuing annual disclosure report required by Rule (15c2-12 of the United States Securities and Exchange Commission (SEC).
- Provide advice on continuing disclosure requirements in relation to any debt.
- Provide all financing planning services as requested.
- Testify in litigation as requested.
- Make recommendations on matters of credit enhancement.

Attachment 2

REQUEST FOR QUALIFICATIONS

ISSUED BY

THE CITY OF DUNCANVILLE

PROCUREMENT AND CONTRAACTING OFFICE, FISCAL SERVICES DEPARTMENT

SECTION 5 - EVALUATION PROCEDURES

A. Professional Services Selection Committee

Statement of Qualifications will be reviewed by an evaluation team for the purpose of identifying and recommending the firm that offers, in total, the highest qualifications and experience with this type of project.

B. Review of Statements

The Evaluation Selection Committee will review all statements for technical scoring, and compliance with RFQ requirements.

The City of Duncanville reserves the right to retain all statements submitted and use any idea in a statement regardless of whether that statement is selected.

C. Evaluation Criteria

Statements will be evaluated using two (2) categories of criteria; (1) Mandatory Elements/Technical Qualifications, (2) Project Approach. Firms meeting the mandatory criteria will have their statements evaluated and scored.

The following represent the principal selection criteria which will be considered during the evaluation process:

1. Mandatory Requirements

- The firm is licensed to practice in the State of Texas, as may be applicable.
- The firm has no conflict of interest with regard to any other work performed by the firm for the City of Duncanville.
- The firm's professional personnel have received adequate continuing professional education within the preceding two (2) years to meet the legal requirements needed for the State of Texas.
- The Professional firm has a record of quality work.
- The Professional firm has successfully performed one or more similar projects with a comparable Texas municipality in the past two (2) years.

2. Technical Qualifications (Maximum – 60 Points)

a) Expertise and Experience

(1) The Professional firm's past experience and performance on comparable government projects. (20 Points)

(2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for professional consultation. (15 Points)

(3) Experience with Federal/State/EPA/TWDB grant funding and professional requirements for utility projects.

(15 Points)

(4) Ability to perform additional services and provide professional support throughout the Project. (10 Points)

3. Program Approach (Maximum – 40 Points)

a) Comprehensiveness of work plan and adequacy of proposed schedules.
(15 Points)

b) Adequacy of the proposed staffing plan for the engagement and the quality of the firm's management support personnel to be available for Professional consultation.
(15 Points)

c) Adequacy of Professional ability to provide support for the Project.
(10 Points)

D. Final Selection

The Evaluation Selection Committee will review all statements and recommend to the City Council the highest-ranked Statement of Qualifications received for consideration and/or approval; however, the City Council may select a Professional firm other than the one recommended.

A Professional firm is anticipated to be selected in **August 2024** at a city council meeting. Following notification of the selected firm, a contract is expected to be executed between both parties immediately thereafter.

Attachment 3

RFQ 24-0026 Texas Water Developemnt Board (TWBD) Lead Pipe Project - Bond Counsel Services

Evaluation Sheet

	DESCRIPTION OF FACTORS	MAX. SCORE	Norton, Rose, and Fulbright Dallas, Texas		Locke Lord, LLP Dallas, TX	
	Date / Time of Second Round Interview		**N/A**		**N/A**	
1	Did the Firm meet the Mandatory minimum requirements?	**YES / NO**	**Yes**		**Yes**	
	TECHNICAL QUALIFICATIONS					
1	1)Technical Requirements - Experience and Expertise	60	**60**		**55**	
2	2) Program Approach	40	**40**		**38**	
	TOTAL:	**100**	**100**		**93**	
	RANKING:		**1**		**2**	

Comments regarding the award score, if any: Norton, Rose, and Fulbright had much more experience with TWBD projects.

Evaluator's Name: Doug Finch, City Manager

Evaluator's Name: David Kees, Assistant to the City Manager

Evaluator's Name: Matt Bryant, Public Works Director

Attachment 4

APPENDIX B
FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

I. New Issuances of Municipal Securities. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

$25,000		**Base Fee**
plus $12.50 per $1,000	**for the first**	**$250,000 of municipal securities issued**
plus $11.50 per $1,000	**for the next**	**$250,000 of municipal securities issued**
plus $7.00 per $1,000	**for the next**	**$500,000 of municipal securities issued**
plus $4.65 per $1,000	**for the next**	**$1,500,000 of municipal securities issued**
plus $2.75 per $1,000	**for the next**	**$2,500,000 of municipal securities issued**
plus $2.50 per $1,000	**for the next**	**$5,000,000 of municipal securities issued**
plus $1.95 per $1,000	**for the next**	**$10,000,000 of municipal securities issued**
plus $1.35 per $1,000	**for the next**	**$10,000,000 of municipal securities issued**
plus $1.30 per $1,000	**for the next**	**$20,000,000 of municipal securities issued**
plus $1.25 per $1,000	**over**	**$50,000,000 of municipal securities issued**

The above charges shall be multiplied by 1.25 for an issuance of municipal securities for which HilltopSecurities participates in the completion of an application to a federal or state government agency or for the issuance of revenue bonds, refunding bonds or variable rate bonds, reflecting the additional services required.

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

III. Particularized Services on Outstanding Issuances of Municipal Securities. In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA. In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities will not charge a fee.

V. Other Services Relating to Municipal Securities. In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.

VI. Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

RESOLUTION NO. 2024-307

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFQ 24-0027 TEXAS WATER DEVELOPMENT (TWDB) LEAD PIPE - FINANCIAL ADVISOR SERVICES TO HILLTOP SECURITIES THROUGH THE CITY'S COMPETITIVE QUALIFICATIONS PROCESS FOR FINANCIAL ADVISING SERVICES RELATED TO THE ADMINISTERING THE TWDB GRANT FOR THE LEAD SERVICE LINE REPLACEMENT PROGRAM IN AN AMOUNT EQUAL TO A BASE FEE OF $25,000.00 PLUS MUNICIPAL SECURITIES ISSUANCE AND OTHER ASSOCIATED FINANCIAL ADVISING FEES NOT YET IDENTIFIED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to infrastructure improvements to the City's utility infrastructure; and

WHEREAS, the City advertised and received Statements of Qualifications for financial advisor services related to administering the TWDB grant for the Lead Service Line Replacement Program and recommends the award of RFQ 24-0027 to Hilltop Securities, Inc. as the most qualified of the respondents; and

WHEREAS, The City Council of Duncanville, Texas, desires to award RFQ 24-0027 Texas Water Development Board (TWDB) Lead Pipe—Financial Advisor Services and authorize a contract with Hilltop Securities, Inc. for financial advising services related to administering the TWDB grant for the Lead Service Line Replacement Program in an amount equal to a base fee of $25,000.00 plus municipal securities issuance and other associated financial advising fees not yet identified.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards RFQ 24-0027 Texas Water Development Board (TWDB) Lead Pipe - Financial Advisor Services and authorizes a contract with Hilltop Securities, Inc. for financial advising services related to administering the TWDB grant for the Lead Service Line Replacement Program in an amount equal to a base fee of $25,000.00 plus municipal securities issuance and other associated financial advising fees not yet identified, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the "Agreement") is made and entered into by and between the **City of Duncanville, Texas** (the "Issuer") located at 203 E. Wheatland, Duncanville, Texas and Hilltop Securities Inc. ("HilltopSecurities") located at 717 N. Harwood Street, Suite 3400, Dallas, Texas 75201, and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the "Effective Date").

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

WHEREAS, in connection with the authorization, sale, issuance and delivery of such municipal securities, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

WHEREAS, the Issuer desires to obtain the professional services of HilltopSecurities as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer's issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I
SCOPE OF SERVICES

A. **Scope of Services and Discharge of Responsibilities.**

1. ***Scope of Services***.

(a) HilltopSecurities is engaged by the Issuer as its municipal advisor to provide the services set forth in **Appendix A** hereto (the "Municipal Advisory Services"). The Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer's independent registered municipal advisor ("IRMA") pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the "Scope of Services" hereunder. The Scope of Services to be provided by HilltopSecurities may be changed only as provided in paragraph D of this Section I.

(b) If the Issuer engages HilltopSecurities or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities ("Non-Municipal Advisor Services"), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for any

other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.

2. ***Inquiries and Information in Connection with HilltopSecurities' Duties***. If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit HilltopSecurities to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to HilltopSecurities reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that HilltopSecurities may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by HilltopSecurities based on materially inaccurate or incomplete information provided by the Issuer.

3. ***Actions Independent of or Contrary to Advice***. The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

4. ***Preparation of Official Statement in Connection with Issuance of Municipal Securities***. If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities reasonably designed to permit HilltopSecurities to fulfill its responsibility to have a reasonable basis for any information HilltopSecurities provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While HilltopSecurities may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, HilltopSecurities shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, HilltopSecurities shall not be responsible for certifying the accuracy or

completeness of the official statement, other than with respect to information about HilltopSecurities provided for inclusion in the official statement, if applicable. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. ***Representations and Certifications*.** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities as may be reasonably necessary or otherwise helpful to HilltopSecurities in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by HilltopSecurities regarding itself, made in a certificate signed by HilltopSecurities that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer's municipal securities. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

B. <u>Services as Independent Registered Municipal Advisor</u>.

1. ***Designation as IRMA and Scope of Designation.***

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate HilltopSecurities, and HilltopSecurities agrees to represent the Issuer, as the Issuer's IRMA for purposes of Securities Exchange Commission ("SEC") Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the Municipal Advisory Services, HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to HilltopSecurities, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by HilltopSecurities.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have HilltopSecurities serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. HilltopSecurities' duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by HilltopSecurities to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself, cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

(b) If the Issuer elects not to designate HilltopSecurities to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate HilltopSecurities to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA, and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused HilltopSecurities to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services ("Joint Municipal Advisory Services"),

whether engaged jointly with or separately from HilltopSecurities (a "Co-Municipal Advisor"), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat HilltopSecurities as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have HilltopSecurities provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by HilltopSecurities shall not serve to eliminate or reduce such Co-Municipal Advisor's fiduciary or other duties as municipal advisor to the Issuer.

2. ***HilltopSecurities Not Responsible for Independence from Third Parties.*** Notwithstanding HilltopSecurities' status as an IRMA, HilltopSecurities shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board ("MSRB") rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause HilltopSecurities to make any personnel changes to allow such party to qualify for the IRMA exemption.

3. ***Recommendations Provided by Third Parties Relying on IRMA Exemption.*** The Issuer agrees that, to the extent the Issuer seeks to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to HilltopSecurities written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, HilltopSecurities shall be authorized to communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. HilltopSecurities shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by HilltopSecurities, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed to be a recommendation by HilltopSecurities, and the failure by HilltopSecurities to specifically address any aspect of a third-party recommendation shall not be viewed as HilltopSecurities having implicitly accepted or approved such aspect of the recommendation or otherwise having adopted the recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, HilltopSecurities shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party. HilltopSecurities may rely on the absence of the Issuer's written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have HilltopSecurities provide such advice.

C. <u>Limitations on Scope of Engagement</u>.

1. ***Express Limitations.*** The Scope of Services with respect to HilltopSecurities' engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.

2. ***Limitation as to Matters Within Then-Current Scope of Engagement.*** It is expressly understood that HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that HilltopSecurities' service as municipal advisor for one issuance of municipal securities would not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that HilltopSecurities shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which HilltopSecurities is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which HilltopSecurities first provides advice to the Issuer with respect to such particular matter, and it is further understood that HilltopSecurities shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.

3. ***Transactions and Services Outside Scope of Engagement.*** To the extent that the Issuer engages in any transaction with HilltopSecurities, or any affiliate of HilltopSecurities, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which HilltopSecurities does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view HilltopSecurities as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.

4. ***Issuer Consent to Limitation in Scope.*** The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

D. **Change in Scope of Services.** The scope of services to be provided by HilltopSecurities, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, HilltopSecurities takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, HilltopSecurities may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of HilltopSecurities' engagement hereunder and any limitations to such scope.

E. **Non-Municipal Advisory Activities Related to Scope of Services.** The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and HilltopSecurities acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that HilltopSecurities serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit HilltopSecurities from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that HilltopSecurities undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

SECTION II
TERM AND TERMINATION

A. **Term of this Engagement.** The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to paragraph B of this Section II, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the "Original Termination Date"). Unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

B. **Termination of this Engagement**. This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION III
COMPENSATION, EXPENSES, LIABILITY AND OTHER FINANCIAL MATTERS

A. **Compensation.** The fees due to HilltopSecurities for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in **Appendix B** hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive. If at any time the Issuer becomes concerned that, notwithstanding its initial belief that the compensation arrangements set forth in this Agreement are reasonable, the actual amount of compensation to be paid in accordance with such arrangements for any particular matter during the course of this engagement may potentially become excessive, the Issuer shall immediately notify HilltopSecurities in writing of its concern in that regard.

B. **Expenses**. HilltopSecurities shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.

C. **Third-Party Payments**. The Issuer agrees that any request it makes to HilltopSecurities to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a fee-splitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of

payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by HilltopSecurities of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).

D. **No Custody of Issuer Funds**. This engagement does not contemplate that HilltopSecurities receive deposit of or maintain custody of the Issuer's funds unless otherwise provided in Appendix A hereto.

E. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of HilltopSecurities or any of its associated persons, HilltopSecurities and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder or for any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment.

SECTION IV
REQUIRED DISCLOSURES

A. Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events. The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as **Appendix C**, current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest (the "Conflict Disclosures"), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.

B. Waiver of Disclosed Conflicts of Interest. By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by HilltopSecurities in the Conflict Disclosures as of the date of this Agreement.

C. Consent to Electronic Delivery of Disclosures. By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. The Conflict Disclosures may be delivered by email to the Issuer at douglas.finch@duncanvilletx.gov, or at such other email address as the Issuer may hereafter provide in writing to HilltopSecurities.

SECTION V
MISCELLANEOUS

A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

B. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

C. Entire Agreement. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.

HILLTOP SECURITIES INC.

By: Jason L. Hughes
Jason L. Hughes

Title: **Senior Managing Director**

CITY OF DUNCANVILLE, TEXAS

By:_____

Name: **Doug Finch**

Title: **City Manager**

Date:_____

TEXAS ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT
CONTRACT NUMBER 24-75201

This addendum to the **ORIGINAL AGREEMENT with Hilltop Securities** hereinafter referred to as "CONTRACTOR", with offices located at 717 N Harwood St, Suite 3400 | Dallas, TX 75201 and is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", with offices located at 203 East Wheatland, Duncanville, Texas 75116, to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or the duly authorized designee.

This Agreement amends and modifies the Original Agreement ("**Original Agreement**") dated **April 1, 1997,** made and entered into by the parties. The following terms and conditions are added to the Original Agreement, and should a conflict arise between any of the contract documents, the terms and conditions of the addendum shall take precedence over any and all contract documents to the extent of such conflict exist. All other provisions of the Original Agreement remain in full force and effect, other than any provision added or modified by addendum.

1. Invoices

A. The CONTRACTOR shall submit invoices for services or goods rendered and completed. Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

2. Payment

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

A. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable

evidence indicating probable filing of such claims.

B. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
C. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
D. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
E. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3. Termination

The CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is-without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should the CITY require a modification of this Contract with CONTRACTOR, and in the event the CITY and the CONTRACTOR fail to agree upon a modification to this Contract, the CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to the CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

4. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for one (1) person, and not less than Two Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for any one (1) occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

5. Indemnification for Injury and Performance

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

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

6. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

7. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8. Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel

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

B. Transactions with an Abortion Provider or Affiliate

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

C. Prohibition against doing business with Foreign Terrorist Organizations

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

D. Discrimination Against Firearm & Ammunition Industries

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

E. Boycotting of Energy Companies

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

F. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

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

9. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

10. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract,

have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

11. Federal Work Authorization Affidavit and Employment Verification

The lmmigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that the CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract. The CONTRACTOR performs services for the CITY as a result of this Agreement and compensation for services may exceed the minimum set forth in Texas Government Code Section 2269.002, as amended from time to time. Pursuant to Texas Government Code Section 2269.002, for as long as this Agreement remains in effect, the CONTRACTOR will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The CONTRACTOR shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit D** to this Agreement, or a similar affidavit that meets the requirements of the law.

If the CONTRACTOR subcontracts any services described in this Agreement, The CONTRACTOR shall require the subcontractor to attest to its compliance with Texas Government Code Section 2269.002, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit D.1** or a similar subcontractor affidavit that meets the requirements of the law. The CONTRACTOR shall maintain any completed affidavit and make a copy of it available to the CITY upon request. The CONTRACTOR shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

12. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

13. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business

information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

14. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

15. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

16. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its

own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

17. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

18. No Warranty by City Against Infringements

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

19. Performance of Services

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

20. Byrd Anti-Lobbying Act Requirements

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

loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

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

21. Clean Air Act Requirements

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

22. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

23. Claims

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

24. Compliance with the Copeland Anti-Kickback Act

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

25. Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

26. SAM.gov Registration.

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

27. Historically Underutilized Business Requirements

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor:

Placing qualified small and minority businesses and women's business enterprises on

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

29. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performing this contract, the CONTRACTOR shall require the subcontractor to adhere to and comply with the terms and conditions of this Contract by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

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

CITY OF DUNCANVILLE, TEXAS	**HILLTOP SECURITIES, INC.**
Signature	**Signature**
Doug Finch, City Manager	**Jason L. Hughes, Senior Managing Director**
Date	**Date**
972-780-5058	214-953-8707
Phone Number	**Phone Number**
purchasing@duncanvilletx.gov	
Email Address	**Email Address**

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER_____

Exhibit A – Conflict of Interest Form

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

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

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

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

Each number below corresponds with the number on FORM CIQ:

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

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

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

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

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

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

7. **Signature box. Date and sign the form. <u>A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.</u>**

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5

_____ _____

Signature of vendor doing business with the governmental entity Date

Exhibit B – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

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

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

The CONTRACTOR shall:

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

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

Exhibit C– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____(Person name), the undersigned representative of (Company or Business name) _____ _____ (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

_____ _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit D – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____ _____

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

Executed on_____, 20___, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit D.1 – Subcontractor to Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the _____, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____, 20___, in_____(city), _____ (state).

_____ _____

BY: Subcontractor Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit E – SAM.GOV RECORD SUBMISSION

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

Exhibit F – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

Exhibit G – CERTIFICATION REGARDING LOBBYING

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Contractor's Authorized Official

_____
Printed Name and Title of Contractor's Authorized Official

_____
Date

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFQ-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(a) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB 0348-00

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

APPENDIX A
MUNICIPAL ADVISORY SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

(a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

(b) For purposes of this Agreement, an issuance of municipal securities (an "issuance") shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. <u>New Issuances of Municipal Securities</u>. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

<u>Planning for New Issuance</u>

1. ***Survey and Analysis***. Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings***. In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations***. Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. ***Market Information***. Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including

applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. ***Elections***. In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Debt Management and Financial Implementation for New Issuance

6. ***Method of Sale***. Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the issuance is to be sold by a competitive sale:

(1) Supervising the sale of the municipal securities;

(2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;

(3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;

(4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and

(5) Obtaining CUSIP numbers on behalf of the Issuer.

b. If the issuance is to be sold by negotiated sale:

(1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;

(2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;

(3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;

(4) Advising the Issuer on the fairness of the price offered by the underwriters;

(5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

(6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and

(7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.

7. ***Offering Documents for Competitive Offerings***. Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.

8. ***Credit Ratings***. Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.

9. ***Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants***. Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.

10. ***Financial Publications***. When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.

11. ***Consultants***. After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.

12. ***Auditors***. In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

13. ***Issuer Meetings***. Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.

14. ***Printing***. To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.

15. ***Bond Counsel***. Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.

16. ***Delivery of the Municipal Securities***. As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.

17. ***Debt Service Schedule; Authorizing Resolution***. After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

18. ***Continuing Disclosure***. Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and HilltopSecurities, HilltopSecurities may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.

II. <u>Baseline Advice on Outstanding Issuances of Municipal Securities</u>. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Exercising Calls***. Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.

2. ***Refundings and Tender Offers***. Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.

3. ***Continuing Disclosure***. Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with

continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

III. Particularized Services on Outstanding Issuances of Municipal Securities. HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services***. Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.

2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by Hilltop Securities Asset Management, LLC as an investment adviser) with respect to such brokerage.

IV. Services as Independent Registered Municipal Advisor ("IRMA"). At the written request of the Issuer, HilltopSecurities shall, as the Issuer's IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

V. Other Services Relating to Municipal Securities. HilltopSecurities agrees to make available to the Issuer other services relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the specific requirements with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. ***Capital Improvement Programs.*** Providing advice and assistance in the development of any capital improvement programs of the Issuer.

2. ***Long-Range Planning.*** Providing advice and assistance in the development of other long-range financing plans of the Issuer.

3. ***Refundings and Tender Offers***. Providing advice and assistance in executing a refunding or tender offer of an outstanding issuance other than by means of refunding bonds, such as by means of a bank loan or other funds of the Issuer.

4. ***Continuing Disclosure Documents***. Preparing and providing advice with regard to the content of continuing disclosure documents in compliance with the Issuer's continuing disclosure undertakings for its outstanding issuances, other than in the capacity of dissemination agent under a continuing disclosure undertaking.

* * * * *

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

APPENDIX B
FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

I. New Issuances of Municipal Securities. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

$25,000		**Base Fee**
plus $12.50 per $1,000	**for the first**	**$250,000 of municipal securities issued**
plus $11.50 per $1,000	**for the next**	**$250,000 of municipal securities issued**
plus $7.00 per $1,000	**for the next**	**$500,000 of municipal securities issued**
plus $4.65 per $1,000	**for the next**	**$1,500,000 of municipal securities issued**
plus $2.75 per $1,000	**for the next**	**$2,500,000 of municipal securities issued**
plus $2.50 per $1,000	**for the next**	**$5,000,000 of municipal securities issued**
plus $1.95 per $1,000	**for the next**	**$10,000,000 of municipal securities issued**
plus $1.35 per $1,000	**for the next**	**$10,000,000 of municipal securities issued**
plus $1.30 per $1,000	**for the next**	**$20,000,000 of municipal securities issued**
plus $1.25 per $1,000	**over**	**$50,000,000 of municipal securities issued**

The above charges shall be multiplied by 1.25 for an issuance of municipal securities for which HilltopSecurities participates in the completion of an application to a federal or state government agency or for the issuance of revenue bonds, refunding bonds or variable rate bonds, reflecting the additional services required.

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

III. Particularized Services on Outstanding Issuances of Municipal Securities. In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA. In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities will not charge a fee.

V. Other Services Relating to Municipal Securities. In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.

VI. Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

APPENDIX C
MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement ("Conflict Disclosures") is provided by **Hilltop Securities Inc.** ("the Firm") to you (the "Client") in connection with our current municipal advisory agreement, ("the Agreement"). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest **–** The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations **–** As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. **Affiliate Conflict.** The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm's arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk though investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities

investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's BrokerCheck webpage.

- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of $360,000.

- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of $120,000 received as financial advisor on the deal, paid prejudgment interest of $22,400.00 and a penalty of $50,000.00.

- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay $16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.

- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to $822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.

- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of $100,000 for these self-reported violations.

- In connection with a settlement on July 9, 2021 , the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the

lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of $206,606, prejudgment interest of $48,587 and a penalty of $85,000.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at Forms MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org/, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov/. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version MA_Client_Brochure

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a Resolution awarding RFQ 24-0026 Texas Water Development (TWDB) Lead Pipe - Bond Counsel Services to Norton Rose Fulbright US LLP through the City's competitive qualifications process for bond counsel services related to administering the TWDB grant for the Lead Service Line Replacement Program in an amount equal to a base fee of $10,000.00 plus associated bond counsel fees not yet identified.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
Lead pipes, solder, and brass fittings in faucets and fixtures are the most common sources of lead in drinking water. In 1991, the United States Environmental Protection Agency (EPA) introduced the Lead and Copper Rule (LCR) to reduce the amounts of lead and copper in drinking water. In 2021, the EPA released an addendum to the LCR entitled Lead and Copper Rule Revisions (LCRR), which introduced new regulations to help minimize lead in drinking water. The EPA has delegated regulatory authority to the Texas Commission on Environmental Quality (TCEQ) in Texas.

The LCRR requires Public Water Systems to create and submit to the TCEQ a Service Line Material (SLM) inventory, which provides details and categorizes the pipe material of all service lines (utility-owned and customer-owned) connected to the public water distribution system. The EPA requires compliance with this regulation by October 16, 2024.

The City of Duncanville was invited to apply for funding through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Program. The TWBD requires bond counsel and financial services to administer the grant programs from the State of Texas. The City prepared RFQ 24-0026 to identify qualified counsel to assist in obtaining a loan and providing legal advice regarding administering the TWDB grant for the LSLR Program.

POLICY EXPLANATION:
RFQ 24-0026 Texas Water Development Board (TWDB) Lead Pipe - Bond Counsel Services was advertised via Focus Daily News on June 27, 2024, and July 5, 2024. The request was also publicized through the notification system for PublicPurchase.com. Qualifications were solicited from qualified firms for financial advisor services related to administering the TWDB grant for the Lead Service Line Replacement Program. The components of the RFQ are outlined in Attachment 1.

Two firms (Norton Rose Fulbright US LLP ("Norton Rose Fulbright") and Locke Lord, LLP) submitted Statements of Qualifications (SOQs) in response to the RFQ. Each SOQ was reviewed based on rating criteria (see Attachment 2), as identified in the RFQ, which includes qualifications and project approach. Norton Rose Fulbright was determined to be the most qualified firm based on the rating criteria (see Attachment 3).

While the cost of financial services with Norton Rose Fulbright has yet to be determined, the contract amount will be a base fee of $10,000.00 and other associated legal bond counsel services, as outlined in Attachment 4.

We currently do not have a budget, but once all details are known, an estimated expenditure amount can be determined. The amount will depend on the approval of the city's grant application and receipt of funding.

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Attachment 1 - RFQ Scope of Services
Attachment 2 - RFQ Evaluation Procedures
Attachment 3 - RFQ Evaluation Grid
Attachment 4 - Legal Fees and Other Charges
Resolution No. - 2024-306 - Texas Water Development Board Lead Service Line Project Bond Counsel Services with Exhibit

Attachment 1

REQUEST FOR QUALIFICATIONS

ISSUED BY

THE CITY OF DUNCANVILLE

PROCUREMENT AND CONTRACTING OFFICE, FISCAL SERVICES DEPARTMENT

SECTION 3- SCOPE OF SERVICES REQUIRED

A. Scope of Work to be Performed

The City is soliciting Request for Proposals (RFPs) and Statement of Qualifications (SOQs) from interested qualified professionals to provide the following:

1. Assistance in obtaining a loan and providing a legal opinion with respect to assessing the viability of authorizing and issuing evidence of indebtedness by the City for capital financing or refinancing,
2. Preparation of resolution, indenture, or other authorization for securing the Bonds (the "Ordinance") and other documents.

The City reserves the right to accept or reject any or all proposals for any reason it finds to be in its best interest.

The City seeks to afford the opportunity for qualified Small Business Enterprise (SBE), Minority Owned Business Enterprise (MBE), and Women's Business Enterprise (WBE) firms to propose to provide the services described herein.

The Bond Counsel shall provide the following:

- Assist in preparing legal documents in connection with the financing program.
- Tender an objective legal opinion with respect to assessing the viability of authorizing and issuing evidence of indebtedness.
- Examine applicable law.
- Prepare resolution, indenture, or other authorizing documents for securing the Bonds (the "Ordinance").
- Consult with the parties to the transaction prior to the issuance of the Bonds.
- Secure TWDB and the Texas Attorney General's approval of the Bonds and the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas.
- Review certified proceedings.
- Undertake such additional duties as deemed necessary to render the opinion with respect to each Bond issue.

Attachment 2

REQUEST FOR QUALIFICATIONS

ISSUED BY

THE CITY OF DUNCANVILLE

PROCUREMENT AND CONTRACTING OFFICE, FISCAL SERVICES DEPARTMENT

SECTION 5 - EVALUATION PROCEDURES

A. Professional Services Selection Committee

Statement of Qualifications will be reviewed by an evaluation team for the purpose of identifying and recommending the firm that offers, in total, the highest qualifications and experience with this type of project.

B. Review of Statements

The Evaluation Selection Committee will review all statements for technical scoring, and compliance with RFQ requirements.

The City of Duncanville reserves the right to retain all statements submitted and use any idea in a statement regardless of whether that statement is selected.

C. Evaluation Criteria

Statements will be evaluated using two (2) categories of criteria; (1) Mandatory Elements/Technical Qualifications, (2) Project Approach. Firms meeting the mandatory criteria will have their statements evaluated and scored.

The following represent the principal selection criteria which will be considered during the evaluation process:

1. Mandatory Requirements

- The firm is licensed to practice in the State of Texas, as may be applicable.
- The firm has no conflict of interest with regard to any other work performed by the firm for the City of Duncanville.
- The firm's professional personnel have received adequate continuing professional education within the preceding two (2) years to meet the legal requirements needed for the State of Texas.
- The Professional firm has a record of quality work.
- The Professional firm has successfully performed one or more similar projects with a comparable Texas municipality in the past two (2) years.

2. Technical Qualifications (Maximum – 60 Points)

a) Expertise and Experience

(1) The Professional firm's past experience and performance on comparable government projects. (20 Points)

(2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for professional consultation. (15 Points)

(3) Experience with Federal/State/EPA/TWDB grant funding and professional requirements for utility projects.

(15 Points)

(4) Ability to perform additional services and provide professional support throughout the Project. (10 Points)

3. Program Approach (Maximum – 40 Points)

a) Comprehensiveness of work plan and adequacy of proposed schedules.
(15 Points)

b) Adequacy of the proposed staffing plan for the engagement and the quality of the firm's management support personnel to be available for Professional consultation.
(15 Points)

c) Adequacy of Professional ability to provide support for the Project.
(10 Points)

D. Final Selection

The Evaluation Selection Committee will review all statements and recommend to the City Council the highest-ranked Statement of Qualifications received for consideration and/or approval; however, the City Council may select a Professional firm other than the one recommended.

A Professional firm is anticipated to be selected in **August 2024** at a city council meeting. Following notification of the selected firm, a contract is expected to be executed between both parties immediately thereafter.

Attachment 3

RFQ 24-0026 Texas Water Developemnt Board (TWBD) Lead Pipe Project - Bond Counsel Services

Evaluation Sheet

	DESCRIPTION OF FACTORS	MAX. SCORE	Norton, Rose, and Fulbright Dallas, Texas		Locke Lord, LLP Dallas, TX	
	Date / Time of Second Round Interview		**N/A**		**N/A**	
1	Did the Firm meet the Mandatory minimum requirements?	**YES / NO**	**Yes**		**Yes**	
	TECHNICAL QUALIFICATIONS					
1	1)Technical Requirements - Experience and Expertise	60	**60**		**55**	
2	2) Program Approach	40	**40**		**38**	
	TOTAL:	**100**	**100**		**93**	
	RANKING:		**1**		**2**	

Comments regarding the award score, if any: Norton, Rose, and Fulbright had much more experience with TWBD projects.

Evaluator's Name: Doug Finch, City Manager

Evaluator's Name: David Kees, Assistant to the City Manager

Evaluator's Name: Matt Bryant, Public Works Director

Attachment 4

Our Legal Fees and Other Charges

Our fee per series of obligations would be $10,000.00, plus $1.00 per $1,000 in principal amount of obligations issued. For refundings add $5,000.00. In addition to our fee, we would also seek reimbursement for our out-of-pocket expenses incurred, such as telephone, travel, reproduction charges (at 10 cents per page), delivery charges, etc. Assuming no travel costs are incurred and exclusive of the processing fee of the Attorney General of Texas, such out-of-pocket expenses generally do not exceed $1,500.00 per issue.

If an election is required to authorize the issuance of Securities, add $10,000.00, which will be included in the first issue following the passage of the election. If the election fails, we will bill for legal services rendered in connection with the election at our standard hourly rates and cap the amount due at $10,000. Any third party provider costs (i.e., Spanish translations, publication costs) will be billed directly to the City or included as a cost reimbursement in our statement for services rendered.

Unusual or unique structures and financings: negotiated at the time of issuance when structure is known.

Typically, no fees will be due until and unless the Securities are delivered to the initial purchaser of those Securities.

RESOLUTION NO. 2024-306

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFQ 24-0026 TEXAS WATER DEVELOPMENT (TWDB) LEAD PIPE - BOND COUNSEL SERVICES TO NORTON ROSE FULBRIGHT US LLP THROUGH THE CITY'S COMPETITIVE QUALIFICATIONS PROCESS FOR BOND COUNSEL SERVICES RELATED TO ADMINISTERING THE TWDB GRANT FOR THE LEAD SERVICE LINE REPLACEMENT PROGRAM IN AN AMOUNT EQUAL TO A BASE FEE OF $10,000.00 PLUS ASSOCIATED BOND COUNSEL FEES NOT YET IDENTIFIED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to infrastructure improvements to the City's utility infrastructure; and

WHEREAS, the City advertised and received Statements of Qualifications for bond counsel services related to administering the TWDB grant for the Lead Service Line Replacement Program and recommends the award of RFQ 24-0026 to Norton Rose Fulbright US LLP as the most qualified of the respondents; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award RFQ 24-0026 Texas Water Development Board (TWDB) Lead Pipe - Bond Counsel Services and authorize a contract with Norton Rose Fulbright US LLP for bond counsel services related to administering the TWDB grant for the Lead Service Line Replacement Program in an amount equal to a base fee of $10,000.00 plus associated bond counsel fees not yet identified.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards RFQ 24-0026 Texas Water Development Board (TWDB) Lead Pipe - Bond Counsel Services and authorizes a contract with Norton Rose Fulbright US LLP for bond counsel services related to administering the TWDB grant for the Lead Service Line Replacement Program in an amount equal to a base fee of $10,000.00 plus associated bond counsel fees not yet identified.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

NORTON ROSE FULBRIGHT

August 2, 2024

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932
United States

Robert D. Dransfield
Partner
Direct line +1 214 855 8068
robert.dransfield@nortonrosefulbright.com

Tel +1 214 855 8000
Fax +1 214 855 8200
nortonrosefulbright.com

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

Re: RFQ 24-0026 – Request for Scope of Services and Pricing
Bond Counsel Services Engagement Agreement – City of Duncanville, Texas

Dear Mr. Brock:

We sincerely appreciate the opportunity to continue our service as bond counsel to the City of Duncanville, Texas, (the "City"). This letter confirms that Norton Rose Fulbright US LLP will represent the City in connection with the issuance of various debt obligations (the "Matter"). Our acceptance of that representation (the "Representation") becomes effective upon the execution of this letter and return of an executed copy for our files.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of a copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

As Bond Counsel, we will prepare, or assist the appropriate City officials and staff in the preparation of, all required legal proceedings and will perform certain other necessary legal work in connection with the City's authorization, issuance, and sale of the Securities (as defined herein). Our services as Bond Counsel will include the following services:

- preparation of any order, resolution, ordinance, trust indenture, or trust agreement authorizing or securing bonds, certificates of obligation, notes, contractual obligations, or other forms of indebtedness (collectively, the "Securities"), as well as redemption orders, ordinances and resolutions to redeem outstanding Securities;

- performance of required federal, State, and local tax analysis involved in planning and executing Securities transactions;

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

- providing legal advice to ensure compliance by the City with all federal and State securities laws including, but not limited to, establishing internal procedures to comply with the City's requirements concerning continuing secondary market disclosure;
- attendance at meetings with City staff to the extent required or requested with reference to the authorization and issuance of Securities;
- attendance at meetings with the City's financial advisors or purchasers of the City's Securities and with rating agencies and bond insurers to the extent required or requested by the City;
- review, negotiation, and modification of offering and sale documentation;
- preparation of necessary closing documentation and supporting tax certifications and filings;
- submission of transcripts of proceedings to the Office of the Attorney General of Texas requesting approval of Securities and coordination of registration of initial Securities with the Comptroller of Public Accounts of Texas;
- supervision of the printing and execution of Securities and the delivery thereof to the underwriters or other purchasers or the coordination of the delivery of the Securities to The Depository Trust Company;
- representation of the City at the closing of each issue or installment of Securities;
- reviewing City policies and procedures, as well as providing guidance for change and implementation of additional policies;
- conducting research and providing memoranda related to questions arising as to elections, debt offerings, and post-issuance compliance;
- presentation of our Firm's market opinion addressing the validity of the Securities, the source of payment and security for the Securities, and whether and to what extent interest on the Securities is exempt from federal income taxation;
- guidance with questions that arise from time to time relating to previously-issued Securities, Securities to be issued, tax laws, State laws, and other questions related to Securities financing and utilization of such funds;
- providing the City with litigation support in the event of bond election contests, Texas ethics complaints, or other bond-related controversies;
- presenting to the City industry-developments that could impact the City or its operational activities; and
- conducting seminars and training events for City staff involved in managing the City's debt portfolio.

Our engagement is to advise you with respect to legal issues only. Unless we are separately engaged to provide such services, our duties as Bond Counsel specifically do not include:

1. except as described above, or except as specifically engaged for such purpose, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Securities, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

2. preparing requests for tax rulings from the Internal Revenue Service;

3. preparing blue sky or investment surveys with respect to the Securities;

4. drafting of state constitutional amendments or preparation of authorizing legislation;

5. making an investigation or expressing any view of the creditworthiness of the City or of the Securities or any obligor therefor;

6. responding to Internal Revenue Service audits or Securities and Exchange Commission investigations or other regulatory entities;

7. responding to litigation challenging or otherwise affecting the issuance and delivery of the Securities; or

8. any other matter not specifically set forth above that is not required to render the Bond Opinion.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Our Personnel Who Will Be Working on the Matter

I will be the City's first line of contact with the firm. Joy Ellis, one of my partners, will be providing federal tax counsel services. Other firm personnel, including firm lawyers and paralegals, will participate in the Matter if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Other Charges

Our fee per series of obligations would be $10,000.00, plus $1.00 per $1,000 in principal amount of obligations issued. For refundings add $5,000.00. In addition to our fee, we would also seek reimbursement for our out-of-pocket expenses incurred, such as telephone, travel, reproduction charges (at 10 cents per page), delivery charges, etc. Assuming no travel costs are incurred and exclusive of the processing fee of the Attorney General of Texas, such out-of-pocket expenses generally do not exceed $1,500.00 per issue.

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Unusual or unique structures and financings: negotiated at the time of issuance when structure is known.

Typically, no fees will be due until and unless the Securities are delivered to the initial purchaser of those Securities.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the City in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of a copy of this letter by the City of Duncanville represents an express agreement to the applicability of those rules.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by the City of Duncanville and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the City of Duncanville or Norton Rose Fulbright US LLP.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know.

Sincerely,

Robert D. Dransfield

Robert D. Dransfield

RDD/smh

City of Duncanville Agrees to and Accepts this Letter and the Attached Terms of Engagement:

CITY OF DUNCANVILLE

By: _____

Title: _____

Date: _____

NORTON ROSE FULBRIGHT
STANDARD TERMS OF ENGAGEMENT

Norton Rose Fulbright Verein (the **Verein**) is a Swiss verein which does not itself engage in the practice of law or other business. The member firms in the Verein are Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP (the **Members** or, individually, a **Member**), who, with their subsidiaries or associated entities, engage in a coordinated international legal practice, even though they are separate law firms each of which, absent specific contractual agreement with a client on an individual matter, is solely responsible for its own work and not for the work of any other of them.

Each of the Members is committed to providing its clients with the highest quality legal services and to building a lasting relationship with its clients as a trusted adviser.

To that end, these Standard Terms of Engagement will apply to all engagements between a Member or its subsidiary or associated entity and a client unless otherwise agreed in writing by the client and an authorized representative of such Member, subsidiary or associated entity. These Standard Terms of Engagement are supplemented by additional standard provisions and/or a letter or contract of engagement relevant to the jurisdiction of the Contracting Party (as below defined).

1 Defined Terms

1.1 The following documents will constitute the entire agreement relating to the engagement of a Contracting Party by a client: (i) any letter or contract of engagement, (ii) any additional standard provisions referred to above, (iii) these Standard Terms, (iv) any other terms and conditions agreed between the Contracting Party and the client, and (v) any amendments or supplements to any of the foregoing agreed from time to time. In the event of any conflict between the terms of the foregoing, the documents shall be construed in the order of priority in which they are referred to above, but subject to any amendments as referred to in (v).

1.2 In the above-mentioned documents:

(a) Any individual entity that is a Member or subsidiary or associated entity of a Member is referred to as a Norton Rose Fulbright Entity. The Norton Rose Fulbright Entity with which a client engages at any time is referred to as the Contracting Party.

(b) We, our and us refer to the Contracting Party together with any other Norton Rose Fulbright Entity to which part or all of your instructions have been referred pursuant to paragraph 2.1(h) of these Terms; you and your refer to the client (jointly, if more than one, and not individually) with which the Contracting Party engages. Unless otherwise specifically agreed, you and your do not refer to and no attorney/client or solicitor/client relationship will exist as to persons or entities related to the client such as parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations or partnerships, or other such persons, entities or affiliates.

2 Your relationship with us

2.1 When you instruct us on an individual matter, we will write to you to set out:

(a) which Norton Rose Fulbright Entity is the Contracting Party;

(b) the scope of the work we have agreed to undertake and any assumptions on which it is based;

(c) who will be the responsible partner or director and other key team members whom we will try not to replace, although unforeseen circumstances may require that;

(d) the fees and invoicing arrangements;

(e) any applicable limitation of liability; and

(f) the governing law applicable to the contractual relationship with you and the choice of jurisdiction for resolving any issues.

(g) Your contractual relationship for individual matters is between you and the Contracting Party, not any other Norton Rose Fulbright Entity nor any individual. You understand that we do not make any promises or warranties as to the outcome of the representation.

(h) If, with your agreement, the Contracting Party has referred all or part of your instructions on any individual matter to one or more other Norton Rose Fulbright Entities, legal services provided by other Norton Rose Fulbright Entities will be governed by the terms of our engagement, which will apply as between you and such Norton Rose Fulbright Entity or Entities, to the fullest extent permitted by the laws and professional regulations applicable in the jurisdictions in which such other Norton Rose Fulbright Entity or Entities operate as regards such other Norton Rose Fulbright Entity's or Entities' representation of you, as well as by, if any are issued, additional standard provisions and any letter or contract of engagement relevant to the other Norton Rose Fulbright Entity or Entities.

3 Our fees

3.1 Our bills are payable on receipt and in the currency in which they are submitted. If you ask us to provide bills using an e-billing solution you understand that: (i) we will send your information to our and your third party supplier(s) to enable us to comply with your request and the transfer is at your risk; (ii) any costs arising out of use of your third party supplier shall be borne by you; and (iii) our compliance with your request shall not reduce the fee otherwise chargeable by us.

3.2 If you are required by law to deduct any amount when paying a bill, you will pay to us an additional amount so as to ensure that we receive a net sum equal to the amount of the bill.

3.3 We need to approve in advance any proposal for any part of one of our bills to be paid by a third party. Notwithstanding our approval, you agree that you will remain responsible for paying the whole bill and any interest accrued on it.

3.4 Unless otherwise agreed, any other Norton Rose Fulbright Entity or Entities to whom the Contracting Party has referred instructions under paragraph 2.1(h) may provide statements of their fees and charges to the Contracting Party, who will include such fees and charges in its statements to you, which you will be obligated to pay in order that it can remit payment to such other Norton Rose Fulbright Entity or Entities.

3.5 If a bill remains unpaid 30 days after delivery:

(a) you agree that we may be entitled to charge interest, if any, on it at such rate and under such arrangements allowable under the laws and professional regulations applicable to us or as may be provided for in applicable additional standard provisions or an agreement between us and you, and

(b) on giving written notice to you, we may cease work on the matter to which the bill relates and any of your other matters. You agree that we are not responsible for any loss resulting from such inactivity. If the matter is litigious, we may also remove ourselves from the Court or tribunal record.

3.6 You agree that we may exercise a lien over your files and documents until all bills due to us from you have been paid in full, subject to the laws and professional regulations applicable to us.

3.7 If we are required by any governmental or regulatory body, or by a service provider appointed by you, to submit one of our bills to audit, to produce documents or provide information on any individual matter on which you have instructed us, we shall be entitled to bill you for the work involved (and any disbursements incurred) at the rates agreed for the relevant matter. If legal privilege attaches to any such documents, you will either waive privilege or instruct us to review them in your interests.

3.8 We advise and you acknowledge that the Members of the Verein have an arrangement between them that where a matter is referred by one Member to another, the referring Member and one or more of its partners or directors may be financially rewarded for having so referred the matter. This is an entirely internal arrangement as between the Members of the Verein, and their respective partners and directors, and it does not require you to pay any amount in addition to the fees, disbursements and other charges which apply under the agreed terms of your engagement of us and, if applicable, any other Norton Rose Fulbright Entity.

4 Disbursements and other charges

4.1 We may consider it to be in your interests to instruct counsel or engage correspondent lawyers, experts or others on your behalf and at your expense. We will consult you before doing so if such instructions or engagements will result in significant fees becoming payable.

4.2 We may also charge for photocopying, telephone calls, travel, searches, court fees, hosting on-line data or deal rooms and for other services at our or their standard rates from time to time and for other expenses. These charges will be included in our bills and will not include any mark-up of expenses for which the precise cost can be readily determined but may vary from or exceed our or their direct cost for services for which the precise cost cannot be readily determined.

5 Money held on account for you

5.1 We will deposit any money we hold on your behalf with a regulated financial institution and manage it in accordance with the laws and professional regulations applicable to us. You agree that we are not responsible for any loss of funds so deposited and managed.

5.2 If you deposit money with us on account of our fees, the principal and interest accrued, if any, will be applied to your final bill, rendered when we complete your instructions. Unless you and we have agreed otherwise, we may also apply any part of the money in settlement of any outstanding interim bills we submit to you.

6 Communicating with us

6.1 When you seek and receive legal advice from us on your rights and obligations, legal advice or attorney-client privilege will attach to our communications related to that advice. If we act for you in contemplated or actual legal proceedings, litigation or attorney-client privilege will attach to our communications related to those proceedings.

6.2 You agree that we may communicate with you using electronic means, knowing that certain risks (including, for example, interception, unauthorized access and risk of viruses) are associated with such means.

7 Confidentiality, conflict of interests, and our relationships with other clients

7.1 We will keep all information obtained from you, which is not in the public domain, confidential, and will only otherwise disclose it with your authority or if required to do so by the laws and professional regulations applicable to us or if permitted under paragraph 9.3. Nevertheless, you agree that we may disclose any relevant information in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceeding and may also disclose any relevant information in confidence to our insurers, insurance brokers, auditors, bankers and other advisers if and to the extent such disclosure may occur without waiving or losing any applicable legal privilege.

7.2 You will provide us, and will instruct your other advisers and any co-venturer or other co-participants to provide us, on any matter on which we are instructed, with all relevant information and documents, all of which will have been properly obtained and on which we may rely without verification. You agree that, unless you instruct us otherwise, we may disclose any relevant information to your other professional advisers.

7.3 Norton Rose Fulbright is a large coordinated international legal practice with multiple offices around the world. Because of the size, geographic scope, breadth and diversity of the practice, it is inevitable that current and future clients of ours will come into contact with you, and it is important that we agree with you on certain matters in relation to conflicts of interests to preserve our ability to represent both you and other clients. You agree that we may represent current or future clients (including any parties adverse to you in this Matter) in any other matter (including in litigation, arbitration, or other dispute resolution proceedings) that is not substantially related to your Matter, even if their interests are directly adverse to you or your interests in that other matter. We agree, however, that we will not represent another client in a matter if we have obtained non-public proprietary or other confidential information from you that could be used by that other client to your material disadvantage in that matter. You agree and accept that you have access to independent advice on the effect of this paragraph 7.3 and that your signature by way of

acceptance of the provisions of the engagement letter to which these Terms apply is confirmation that you understand the scope and application of this paragraph and that you have no questions or concerns in that respect.

7.4 You agree that we or any other Norton Rose Fulbright Entity may act for other clients in transactions or disputes in which you or any affiliated entity of yours has an interest provided that we or such other Norton Rose Fulbright Entity do not thereby breach our or their duty of confidentiality to you.

7.5 You agree that we are under no duty to disclose to you or use on your behalf any information in respect of which we or any other Norton Rose Fulbright Entity owe a duty of confidentiality to another client or any other person.

7.6 You agree that we may disclose our role as legal advisers in any matter on which we are instructed following its completion, for the purposes of publicity, unless you instruct us otherwise. You also agree that, unless you instruct us otherwise, we may publicize the fact that we have a relationship with you.

8 Complaints

8.1 Any concerns or complaint about our work should be directed initially to the partner/director responsible for carrying out your instructions or, if you prefer, to the relationship partner/director. We maintain internal procedures that can be employed should a concern require escalation beyond the responsible partner/ director. The laws and professional regulations applicable to us may also provide formal complaint procedures.

8.2 In particular, you should raise any queries regarding any of our bills with the partner or director responsible for the matter as soon as possible. If any part of one of our bills is queried by you or the relevant payer, you agree to immediately pay, or procure payment of, those parts not subject to query.

9 Data protection, exchange of information and storage of documents

9.1 We act as a data controller in the provision of our legal services. We will process personal data provided to us by you or your employees or agents in relation to any instruction in accordance with data protection standards required by applicable law and will implement appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of that personal data and against accidental loss of, or damage to, that personal data. Please see our Privacy notice for further information on our processing of personal data: http://www.nortonrosefulbright.com/privacy-notice/

9.2 Each party (you and we) will assist the other party in complying with its respective obligations under applicable data protection law and will ensure that the provision of personal data to the other party is fair and lawful. You agree that you will make our Privacy notice available to your employees or other individuals whose personal data you share with us where this provision of information is required by applicable data protection law. We in turn agree that we will promptly notify you either: (i) upon receipt of a request or complaint from a regulatory authority or an individual exercising a data subject right; or (ii) in the event of loss, disclosure or unauthorized or unlawful processing of personal data that you have provided to us or that we have obtained on your behalf. We will cooperate with you and provide all reasonable assistance as may be required in either case.

9.3 In the course of providing our services to you, personal data (if any) with respect to persons in the European Economic Area (EEA) may be accessible to and used by other Norton Rose Fulbright Entities and their contractors and/or agents, including those located outside the EEA where data protection laws may not be as comprehensive as in the EEA, but as to such personal data we will ensure compliance with the data protection standards of the EU General Data Protection Regulation 2016 or higher standards under other laws applicable to such personal data.

9.4 We will also share your contact details, and those of your staff with whom we have contact, with other Norton Rose Fulbright Entities in order to provide you with information relevant to your business, and to ensure your continuous access to publications, events and news in areas of interest to you. Where your employees supply their contact details to us, we will only use that personal data in accordance with our Privacy notice referenced above or as otherwise consented to by them.

9.5 We will not exchange information that will result in waiver or loss of any client privilege with other Norton Rose Fulbright Entities. Otherwise, you agree that the Contracting Party may exchange your information (including personal data) with other Norton Rose Fulbright Entities, including for the purposes of conflict checking, compliance, financial planning, billing, business development and matter management. Arrangements are in place among all Norton Rose Fulbright Entities to protect the confidentiality of the information exchanged.

9.6 We may outsource certain functions associated with servicing clients to a service center dedicated to Norton Rose Fulbright located outside of the EEA or to other third party providers. For example, we may outsource information and document management, office support, technology and IT services, word processing, photocopying, and translation services.

9.7 Some of your data may be stored using cloud technology managed by a third party service provider. We have agreements in place with the third party service providers referred to in paragraphs 9.6 and 9.7 where applicable and also employ technical and organizational measures to protect the confidentiality and security of any information shared with them.

9.8 We do not undertake to store or retain your files (whether paper or electronic) for any particular period of time, but will do so for at least the minimum number of years required by applicable laws and professional regulations or local business custom. Files may be destroyed at any time after the expiry of such period, without notice, except those files you ask be delivered to you.

10 Copyright and intellectual property

10.1 We retain all copyright and other intellectual property rights in all material developed, designed and created by us in the course of a matter. You may only use and copy material created by us for you, or which we have developed independently of our work for you and used in the course of your matter, in accordance with our advice or specific license terms. All material must be kept confidential by you unless we agree otherwise.

10.2 We may use all material created and/or modified by us in the course of any matter for legal training, forms, service development (including in the training of artificial intelligence technologies in which event the materials may be hosted on a third party system) and research purposes, without reference to you.

11 Our compliance with certain laws and regulations

11.1 We may require you to provide identifying documents and information concerning yourself and individuals and/or entities associated with you in order to comply with anti-money laundering laws and regulations, and to keep those documents and information up to date. We may be unable to carry out your instructions if we are unable to verify your identity or, in some instances, the identities of your directors, shareholders and eventual beneficial owners. We shall only process such identifying documents and information for the purposes of preventing money laundering or terrorist financing and to fulfil any other legal and regulatory obligation and shall retain it for the period necessary in accordance with permitted or required retention and limitation periods and in accordance with our data protection obligations as set out at paragraph 9 above.

11.2 We may be required by law or regulation to report to a governmental or regulatory authority our knowledge and/or suspicion that certain criminal offences have been committed, regardless of whether such an offence has been committed by a client of ours or by a third party. We may not be able to discuss such reports with you because of restrictions imposed by those laws and regulations, and we may have to cease acting for you in those circumstances. You agree that we are not responsible for any adverse consequences you may suffer as a result of our compliance with such laws and regulations.

12 Force majeure

Neither you nor we will be responsible for failure to perform our respective obligations concerning your instructions (save for your responsibility to pay our bills in full) if the failures are due to causes outside, respectively, your or our control.

13 Amendments

From time to time, we may need to amend these terms of engagement. If this occurs, we will notify you of the changes by means of a notice in the Legal Notices section of our website but they will not affect any matter on which we are then currently instructed.

14 Limitations

If the validity or enforceability of any of these terms of engagement is in any way limited by the laws and professional regulations applicable to us, those laws and professional regulations will take precedence over these terms of engagement but they will be valid and enforceable to the fullest extent permitted by such laws and professional regulations, and such limitation shall not affect the validity or enforceability of any other term.

15 Integrity and ethics

Our policy is to act at all times in accordance with the highest professional, ethical and business standards, and we expect you to act in like manner in all your dealings with us and your business counter-parties. We do not countenance bribery or corruption in any form and you agree (i) not to expect or request any conduct from us that might bring our name into disrepute or compromise our integrity, (ii) that you and your employees and agents will refrain from any practices involving bribery or any other corrupt activities, and (iii) that you have taken or will take internal steps or procedures designed to ensure that the risk of corruption and bribery during the course of our relationship is eliminated.

16 Termination

16.1 Either you or we may terminate our engagement at any time by giving reasonable prior notice in writing, subject, in our case, to any applicable laws or regulations. We will only stop acting for you if we believe we have a good reason to do so, including in the circumstances contemplated by paragraph 3.5 (b), but we retain sole discretion regarding any such decision.

16.2 If our engagement is terminated for any reason, you agree to pay in full our bills representing fees, costs, disbursements and other charges up to the time of the engagement's termination.

16.3 An attorney/client relationship exists between you and us only if, at the relevant point in time, we are working under instructions from you; we shall have no duty to provide you advice at any other time concerning changes in laws, rules or regulations that might affect your rights. Further, if we are not under instructions from you at a given point in time, you agree that, unless prohibited by applicable laws or regulations, we are entitled to accept at that time other instructions to act in respect of the subject matter of your previous instructions although we will not disclose to, or use to the benefit of, another client any information or documents in respect of which we owe you a duty of confidentiality.

16.4 We and other Norton Rose Fulbright Entities may send you general information on legal developments without charge, or may include you in general mailings, after our or their engagement with you has been terminated. This will not change the fact that our or their engagement has been terminated.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a Resolution awarding RFQ 24-0024 Texas Water Development (TWDB) Lead Pipe - Engineering Services to MRB Group, PC, through the City's competitive qualifications process for engineering services related to the Lead Service Line Replacement Program with a contract amount of $2,876,742.00 and an additional appropriation of $431,511.30 as a project contingency for a total amount not to exceed $3,308,253.30.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
Lead pipes, solder, and brass fittings in faucets and fixtures are the most common sources of lead in drinking water. In 1991, the United States Environmental Protection Agency (EPA) introduced the Lead and Copper Rule (LCR) to reduce the amounts of lead and copper in drinking water. In 2021, the EPA released an addendum to the LCR entitled Lead and Copper Rule Revisions (LCRR), which introduced new regulations to help minimize lead in drinking water. The EPA has delegated regulatory authority to the Texas Commission on Environmental Quality (TCEQ) in Texas.

The LCRR requires Public Water Systems to create and submit to the TCEQ a Service Line Material (SLM) inventory, which provides details and categorizes the pipe material of all service lines (utility-owned and customer-owned) connected to the public water distribution system. The EPA requires compliance with this regulation by October 16, 2024.

The City of Duncanville was invited to apply for funding through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Program. The City prepared RFQ 24-0024 to identify a qualified engineering firm to assist in the preparation, including TWDB application assistance and execution of a Lead Service Line Replacement Program.

POLICY EXPLANATION:
RFQ 24-0024 Texas Water Development Board (TWDB) Lead Pipe - Engineering Services was advertised via Focus Daily News on June 21, 2024, and June 28, 2024. The request was also publicized through the notification system for PublicPurchase.com. Qualifications were solicited from qualified firms for engineering services related to preparing and implementing a Lead Service Line Replacement Program. The components of the RFQ are outlined in Attachment 1.

Three firms (Schaumberg & Polk, Inc., MRB Group, PC ("MRB Group"), and LJA Engineering, Inc.) submitted Statements of Qualifications (SOQs) in response to the RFQ. Each SOQ was reviewed based on rating criteria (see Attachment 2), as identified in the RFQ, which includes qualifications and project approach. MRB Group was determined to be the most qualified firm based on the rating criteria (see Attachment 3).

While the current project estimate shall not exceed $3,308,253.30, the final expenditure amount depends on the approval of the city's grant application and receipt of funding. If funding is approved by the Texas Water Development Board, this expenditure will be covered through the loan and tracked through the Utility CIP fund.

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Attachment 1 - RFQ Scope of Services
Attachment 2 - RFQ Evaluation Procedures
Attachment 3 - RFQ Evaluation Grid
Resolution No. - 2024-305 - Texas Water Development Board Lead Service Line Project Engineering Services with Exhibit

Attachment 1

REQUEST FOR QUALIFICATIONS

ISSUED BY

THE CITY OF DUNCANVILLE

PROCUREMENT AND CONTRAACTING OFFICE, FISCAL SERVICES DEPARTMENT

SECTION 3- SCOPE OF SERVICES REQUIRED

A. Intent of Proposal

The City is soliciting Request for Proposals (RFPs) and Statement of Qualifications (SOQs) from interested qualified professionals to provide the following:

1. Strategic financial planning, analysis of market conditions, recommended investments of bond proceeds, and provide recommendations to the City for any financing or capital projects or refinancing of current debt

The City reserves the right to accept or reject any or all proposals for any reason it finds to be in its best interest.

The City seeks to afford the opportunity for qualified SBE, MBE, and WBE firms to propose to provide the services described herein.

B. SCOPE OF SERVICES:

The services to be provided by the Financial Advisory shall include, but are not limited to, the following:

- Direction and coordination of all programs of financing.
- Advise the City of current bond market conditions.
- Recommend method of sale of debt instruments.
- Advise publications of forthcoming sales.
- Arrange for reports of independent consultants.
- Recommend the advisability of obtaining credit ratings and coordinate preparation and submission of information to the rating agency.
- Coordinate, prepare and submit the required information to recognize bond insurance companies for insurance qualifications.
- Maintain liaison with Bond Counsel in preparation of all legal documents.
- Counsel in the selection of paying agent/registrar.
- Print all debt instruments.
- Deliver the schedule of annual debt requirements on debt instruments.
- Attend meetings as requested.
- Advise changes in Federal and State laws and regulations.
- Advise on investment of funds as requested.
- Advise and assist in exercising any call and/or refunding.
- Advise and assist in the development of a long-range financing plan.
- Consult with the parties to the transaction prior to the issuance of any debt.
- Secure TWDB and the Texas Attorney General's approval of any debt and the registration of any debt by the Comptroller of Public Accounts of the State of Texas.
- Prepare or review continuing annual disclosure report required by Rule (15c2-12 of the United States Securities and Exchange Commission (SEC).
- Provide advice on continuing disclosure requirements in relation to any debt.
- Provide all financing planning services as requested.
- Testify in litigation as requested.
- Make recommendations on matters of credit enhancement.

REQUEST FOR QUALIFICATIONS
ISSUED BY
THE CITY OF DUNCANVILLE
PROCUREMENT AND CONTRAACTING OFFICE, FISCAL SERVICES DEPARTMENT

SECTION 5 - EVALUATION PROCEDURES

A. Professional Services Selection Committee

Statement of Qualifications will be reviewed by an evaluation team for the purpose of identifying and recommending the firm that offers, in total, the highest qualifications and experience with this type of project.

B. Review of Statements

The Evaluation Selection Committee will review all statements for technical scoring, and compliance with RFQ requirements.

The City of Duncanville reserves the right to retain all statements submitted and use any idea in a statement regardless of whether that statement is selected.

C. Evaluation Criteria

Statements will be evaluated using two (2) categories of criteria; (1) Mandatory Elements/Technical Qualifications, (2) Project Approach. Firms meeting the mandatory criteria will have their statements evaluated and scored.

The following represent the principal selection criteria which will be considered during the evaluation process:

1. Mandatory Requirements

- The firm is licensed to practice in the State of Texas, as may be applicable.
- The firm has no conflict of interest with regard to any other work performed by the firm for the City of Duncanville.
- The firm's professional personnel have received adequate continuing professional education within the preceding two (2) years to meet the legal requirements needed for the State of Texas.
- The Professional firm has a record of quality work.
- The Professional firm has successfully performed one or more similar projects with a comparable Texas municipality in the past two (2) years.

2. Technical Qualifications (Maximum – 60 Points)

a) Expertise and Experience

(1) The Professional firm's past experience and performance on comparable government projects. (20 Points)

(2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for professional consultation. (15 Points)

(3) Experience with Federal/State/EPA/TWDB grant funding and professional requirements for utility projects.

(15 Points)

(4) Ability to perform additional services and provide professional support throughout the Project. (10 Points)

3. Program Approach (Maximum – 40 Points)

a) Comprehensiveness of work plan and adequacy of proposed schedules.
(15 Points)

b) Adequacy of the proposed staffing plan for the engagement and the quality of the firm's management support personnel to be available for Professional consultation.
(15 Points)

c) Adequacy of Professional ability to provide support for the Project.
(10 Points)

D. Final Selection

The Evaluation Selection Committee will review all statements and recommend to the City Council the highest-ranked Statement of Qualifications received for consideration and/or approval; however, the City Council may select a Professional firm other than the one recommended.

A Professional firm is anticipated to be selected in **August 2024** at a city council meeting. Following notification of the selected firm, a contract is expected to be executed between both parties immediately thereafter.

Attachment 3

RFQ 24-0024 Texas Water Developemnt Board (TWBD) Lead Pipe Project - Engineering Services

Evaluation Sheet

	DESCRIPTION OF FACTORS	MAX. SCORE	Schaumberg & Polk, inc. Terrell, TX		MRB Group, PC Temple, TX		LJA Engineering, Inc. Dallas, TX
1	Did the Firm meet the Mandatory minimum requirements?	**YES / NO**	**Yes**		**Yes**		**Yes**
	TECHNICAL QUALIFICATIONS						
1	1) The Professional firm's past experience and performance on comparable government projects demonstrate successful delivery of services to meet the Scope of Services.	30	**22**		**29**		**28**
2	2) The quality of the engineering firm's professional personnel (Project Team) to be assigned to the engagement and the quality of the engineering firm's management support personnel to be available for technical consultation.	20	**20**		**20**		**20**
3	3) Experience obtaining and working with Federal/State/EPA/ or TWDB grant funding for Governmental Projects. Knowledge of applicable Local, State, and Federal regulations regarding the successful delivery of the services identified in the Scope of the Project.	20	**17**		**19**		**18**
4	Ability to perform additional services, adequacy of administrative controls, and the capacity to provide technical support throughout the Project term. Knowledge of local issues in the City of Duncanville, and the surrounding Region.	20	**14**		**20**		**18**
5	Submission of applicable References (from your submission of projects completed)	10	**8**		**9**		**8**
	TOTAL:	**100**	**81**		**97**		**92**
	RANKING:		**3**		**1**		**2**

Comments regarding the award score, if any:

SPI - Could have done a better job of preparing the proposal;
LJA - The City is looking for a high-level oversight company to oversee the work currently performed by LJA; LJA would not be able to perform both functions but does have a relationship with the City; Experienced with other parts of the project.
MRB - professional presentation and responsive; history with the City

Evaluator's Name: Doug Finch, City Manager

Evaluator's Name: David Kees, Assistant to the City Manager

Evaluator's Name: Elton Brock, Chief Procurement Officer

RESOLUTION NO. 2024-305

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFQ 24-0024 TEXAS WATER DEVELOPMENT (TWDB) LEAD PIPE - ENGINEERING SERVICES TO MRB GROUP THROUGH THE CITY'S COMPETITIVE QUALIFICATIONS PROCESS FOR ENGINEERING SERVICES RELATED TO THE LEAD SERVICE LINE REPLACEMENT PROGRAM WITH A CONTRACT AMOUNT OF $2,876,742.00 AND AN ADDITIONAL APPROPRIATION OF $431,511.30 AS A PROJECT CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED $3,308,253.30; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to infrastructure improvements to the City's utility infrastructure; and

WHEREAS, the City advertised and received Statements of Qualifications for engineering services related to the completion of a service line material inventory and subsequent Lead Service Line Replacement Program and recommends the award of RFQ 24-0024 to MRB Group, PC ("MRB Group") as the most qualified of the respondents; and

WHEREAS, change orders increasing the total contract price or valued at $50,000.00 or greater require City Council approval and a project contingency authorizes the City Manager or designee to execute change orders valued at less than $50,000.00; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award RFQ 24-0024 Texas Water Development Board (TWDB) Lead Pipe - Engineering Services and authorize a contract with MRB Group for engineering services related to the completion of a service line material inventory and subsequent Lead Service Line Replacement Program in the amount of $2,876,742.00, and authorize an additional appropriation of $431,511.30 as a project contingency for a total amount not to exceed $3,308,253.30.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards RFQ 24-0024 Texas Water Development Board (TWDB) Lead Pipe - Engineering Services and authorizes a contract with MRB Group for engineering services related to the completion of a service line material inventory and subsequent Lead Service Line

Replacement Program in the amount of $2,876,742.00, and authorizes an additional appropriation of $431,511.30 as a project contingency for a total amount not to exceed $3,308,253.30, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

PROFESSIONAL SERVICES CONTRACT
NUMBER 24-0024
(TWBD LEAD SERVICE LINE INVENTORY AND REPLACEMENT)

This **PROFESSIONAL SERVICES CONTRACT** ("contract") is made and entered into by and between **(MRB Group, P.C.)**, hereinafter referred to as "CONSULTANT," which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY," to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS, the CITY desires CONSULTANT to perform certain professional services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

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

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

Section 1. Services to be Provided.
Upon issuance of a written Notice to Proceed or a Purchase Order by CITY, CONSULTANT agrees to provide to CITY the applicable professional services, as set forth in the "Scope of Services, Deliverables, and Schedule," "Scope," **Exhibit A** and incorporated herein. **Exhibit A** also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin within **ten (10) working days of authorization to proceed, or upon date as mutually agreed to by City and Contractor and incorporated into the project schedule**. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract
The term of this contract shall begin on the last date of execution or approval from the Duncanville City Council hereof (the "Effective Date") and shall continue until CONSULTANT completes the services and obligations required herein to the satisfaction of CITY as specified in **Section 1** and **Exhibit A,** unless sooner terminated as provided in Section 9, Termination, as detailed in this Contract.

Section 3. Contractor Obligations
CONSULTANT shall devote such time as reasonably necessary for the performance of the services under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONSULTANT upon receipt of written change order, shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed

by CITY; and without decreasing the effectiveness of the performance of services required under this Contract.

A. To the extent reasonably necessary for CONSULTANT to perform the services under this Contract, CONSULTANT shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONSULTANT only if authorized in writing in advance by CITY.

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

Section 4. Invoices

A. The CONSULTANT shall submit monthly invoices for services completed. Each purchase order issued Invoices shall be emailed to the CITY 's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONSULTANT agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master contract number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONSULTANT's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONSULTANT's invoice.

C. Invoices for labor performed outside of the scope but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of applicable timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped accordingly. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONSULTANT shall pass through all Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes shall not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

Section 5. Payment

The total CONSULTANT fee shall be as specified in **Exhibit A** and in **Section 5.** The total amount of the invoices on the project shall not exceed the contract amount of **$2,876,472.00 Two Million Eight Hundred and Seventy-Six Dollars, Four Hundred and Seventy-Two dollars and NO cents** for all, services authorized in writing and properly performed by CONSULTANT in accordance with the Payment Schedule set forth in this Section, unless amended in writing by the City. All fees paid to CONSULTANT, by CITY, shall be based on invoices submitted by CONSULTANT for services performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONSULTANT agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

CITY agrees to pay:

TWBD Lead Service Line Inventory and Replacement Project Schedule:

Proposed Project Start Date	**XXXXXX, XX, 2024**
1. TWBD Funds Program I – Field Inventory Phase	
2. Basic Engineering Services – Service Line Inventory	**Delivery: XX Weeks**
3. Special Services – Application, Environmental, PM	**Delivery: XX Weeks**
4. TWBD Bond Program 2 – Construction Phase	
5. Basic Engineering Services	**Delivery: XX Weeks**
6. Construction Engineering Services	**Delivery: XX Weeks**
7. Special Services, Surveying, Testing, Permits	**Delivery: XX Weeks**
8. Construction Observation	**Delivery: XX Weeks**
9. Construction Project Management	**Delivery: XX Weeks**
10. Construction Administration	**Delivery: XX Weeks**
Total Project Timeline	**Delivery: XX Weeks**

TWBD Lead Service Line Inventory and Replacement Payment Schedule (payable monthly on a percent to completion basis):

1. TWBD Funds Program I – Field Inventory Phase	**$**	**423,500.00**
2. Special Services	**$**	**134,000.00**
3. TWBD Funds Program 2 - Basic Engineering Services	**$**	**1,260,000.00**
4. Construction Engineering Services	**$**	**408,972.00**
5. Special Services	**$**	**50,000.00**
6. Construction Observation	**$**	**400,000.00**
7. Construction Project Management	**$**	**90,000.00**
8. Construction Administration	**$**	**100,000.00**
Total Not-to-Exceed Cost	**$**	**2,876,472.00**

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

a. third party claims, which are not covered by the insurance which the CONSULTANT is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.

b. failure of the CONSULTANT to pay Subcontractors, or for labor, materials or equipment: damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONSULTANT.

c. reasonable evidence that the CONSULTANT's obligations will not be completed. within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay.

failure of the CONSULTANT to submit proper invoices, with all required attachments and supporting documentation; or

d. failure of the CONSULTANT to comply with any material provision of the Contract or perform the project in a satisfactory manner.

e. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Section 6. Responsibilities

A. THE CONSULTANT shall be responsible for the quality of goods and services furnished by CONSULTANT under this Contract. CONSULTANT shall complete the services with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in the services.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the servicesrequired under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for direct damages to CITY caused by CONSULTANT's negligent performance of any of its services furnished under this Contract.

C. CITY's rights and remedies under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONSULTANT shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with this contract and the CITY's requirements. Such services shall be completed in a timely manner, after receiving a Notification to Proceed from CITY to CONSULTANT.

B. In the event CONSULTANT's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within seventy-two (72) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

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

A. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONSULTANT(s), subcontractor's , sub- subcontractor's , CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other governmental purpose connected with this project. CITY shall be liable, however, for all uses outside of the intended use for this project. All materials and reports prepared by CONSULTANT in connection with this Contract are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code,

Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended and applicable. CONSULTANT shall, upon completion of the services and full payment for the CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this Contract, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONSULTANT pursuant to this Contract in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY, as applicable.

B. As may be applicable, all instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs developed specifically for this service by the CONSULTANT, estimates, surveys, other data, or work items, etc.) prepared under this Contract shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by the CITY.

C. Acceptance and approval of the Project Documents by CITY shall not constitute nor be release of the responsibility and liability of CONSULTANT, its employees, associates, agents and CONSULTANTs for the accuracy or competency of their designs, working drawings and specifications, or other documents and services; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONSULTANT, its employees, CONSULTANT, agents and CONSULTANTs.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall immediately discontinue all services, and CONSULTANT will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment toCONSULTANT, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should CITY require a modification of this Contract with CONSULTANT, and in the event CITY and CONSULTANT fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and CONSULTANT's services hereunder at no additional cost other than the payment to CONSULTANT, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONSULTANT prior to such termination date.

Section 10. Insurance

A. In accordance to the provisions of Texas Labor Code, Title 5, the CONSULTANT shall provide and maintain Workers' Compensation and Employer's Liability Insurance for the protection of the CONSULTANT's employees, as required by law. The CONSULTANT shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting the CONSULTANT and the CITY against liability from damages because of injuries,

including death, suffered by any person or persons other than employees of the CONSULTANT, and liability for damages to property, arising from or growing out of the CONSULTANT's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person, and not less than One Million Dollars for any individual one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any individual one (1) occurrence, and One Million Dollars ($1,000,000.00) aggregate.

C. The CONSULTANT shall also provide and maintain Professional Liability Insurance coverage to protect the CONSULTANT and the CITY from liability arising out of the negligent performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars ($1,000,000.00).

A signed Certificate of Insurance, satisfactory to the CITY, showing compliance with the requirements of this Section shall be furnished to the CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

and shall further indicate that each and every policy for liability insurance coverage, as requiredherein, except Workers' Compensation and Professional Liability Insurance includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation except 10-day notice of cancellation for non-payment of premium of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONSULTANT shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the CITY. In addition, the CONSULTANT shall within ten (10) business days after written request provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to CONSULTANT by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Contract.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

CONSULTANT hereby agrees to indemnify and hold harmless the CITY, its officers, agents, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, and from and against costs and expenses, including, in part, reimbursement of reasonable attorney fees, in proportion to CONSULTANT'S liability, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, arising from the negligent act, error, omission of CONSULTANT, its officers, employees, agents or subcontractor's, or anyone else under CONSULTANT's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance of any services called for by this Contract, or from conditions created by the performance or non-performance of said services.

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

Section 12. Indemnification for Unemployment Compensation

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

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and theCONSULTANT and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the CONSULTANT without the prior written consent of the CITY. Any attempted assignment or delegation by the CONSULTANT shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition contract. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their contract. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written contract signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONSULTANT agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP).

The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONSULTANT will share equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with the provisions of this Contract as to the failure to commence the services, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the services, failure to provide adequate equipment, or fail to perform any of the CONSULTANT obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONSULTANT, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the services in any manner CITY deems acceptable, including engaging the services of other contractors, and shall be relieved of the payment of any further consideration to CONSULTANT except for all services determined by CITY to be satisfactorily completed prior to termination. Payment for services satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Contract or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONSULTANT.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONSULTANT without a written contract with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONSULTANT invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

Section 20. Execution becomes Effective.

This Contract will be effective upon execution of the Contract by and between CONSULTANT and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only

be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

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

Section 23. Independent CONSULTANT

It is understood and agreed by and between the parties that CONSULTANT in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONSULTANT's actions. All services to be performed by CONSULTANT pursuant to this Contract shall be in the capacity of an independent CONSULTANT, and not as an agent or employee of CITY. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

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

If to CITY:

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

If to PROFESSIONAL:

MRB Group, P.C.
The Culver Road Armory
145 Culver Rd #160,
Rochester, New York 14620
t: 585.381.9250
Attn: Matt Horn, Director – Local Government Services
matt.horn@mrbgroup.com
www.mrbgroup.com
m. 571-435-0845
d. 585-340-3668

With a Copy to:

MRB Group, P.C.
The Culver Road Armory
145 Culver Rd #160,
Rochester, New York 14620
Attn: Chief Legal Officer

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**
By executing this contract, CONSULTANT verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2. **Transactions with an Abortion Provider or Affiliate**
CONSULTANT certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by CONSULTANT, Contract and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. **Prohibition against doing business with Foreign Terrorist Organizations**
By executing this contract, CONSULTANT verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. **Discrimination Against Firearm & Ammunition Industries**
Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this contract pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Contract, the term defined in Texas Government Code Chapter 2274.

5. **Boycotting of Energy Companies**
Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this contract pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Contract, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. **Certificate of Interested Parties Electronic Filing (See Exhibit C)**
No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any

solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONSULTANT shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONSULTANT submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONSULTANT submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONSULTANT will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

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

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. CONSULTANT recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any services performed, and approved to date shall be paid.

The CITY shall provide the CONSULTANT written notice of the failure of the CITY to make an adequate appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Services and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of services initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONSULTANT its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONSULTANT is directed to make substantial revisions under this section of the contract, CONSULTANT shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the professional ethics of CONSULTANT. Prior to CONSULTANT undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the services.

Section 28. Right to Inspect/Audit Records

CONSULTANT agrees that CITY shall, until the expiration of three (3) years after final

payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits no less than 3 business day(s). CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors transactions regarding the CONTRACT, and further, that CITY shall have access during normal working days and hours, and shall give the CONSULTANT or subcontractor(s) reasonable advance notice of intended audits no less than 3 business day(s).

The CONSULTANT shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONSULTANT shall retain all such records for a period of three (3) years after the expiration of the Contract, or until the Federal Auditor, CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONSULTANT shall grant access to all books, records, and documents pertinent to the Contract to the Federal Auditor, CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

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

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

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

Section 31. Workforce

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

B. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a CONSULTANT shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONSULTANT that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONSULTANT shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.
The CONSULTANT, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONSULTANT shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONSULTANT's obligations under this paragraph.

Environmental Protection: The CONSULTANT shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification
Employment eligibility verification: The immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONSULTANT warrants that CONSULTANT is in compliance with IRCA during the term of this contract with the CITY. The CONSULTANT warrants that the CONSULTANT has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity
CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONSULTANT shall take affirmative action to ensure that applicants and employees are treated during their employment or recruitment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification.
The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONSULTANT

certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONSULTANT certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act.

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONSULTANT is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.

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

Section 38. Exhibits

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

Section 39. Survival of Obligations

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

Section 40. Place and Condition of Work

The CITY shall provide the CONSULTANT with access to the sites where the CONSULTANT may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONSULTANT acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONSULTANT's obligations under the contract. The CONSULTANT hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONSULTANT shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference

As appropriate, and to the extent consistent with law, the CONSULTANT shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONSULTANT, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONSULTANT, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The CONSULTANT shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONSULTANT shall comply with all applicable State, Federal (including Executive Orders), and Local laws, and requirements. The CONSULTANT must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONSULTANT shall give all notices and comply with all laws and regulations applicable to the furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONSULTANT shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONSULTANT is responsible for both federal State unemployment insurance coverage and standard Workers' Compensation insurance andcoverage. CONSULTANT shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONSULTANT or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONSULTANT shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONSULTANT's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONSULTANT shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONSULTANT shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. CONSULTANT Liability for Damage to Government Property

The CONSULTANT shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONSULTANT and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONSULTANT shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONSULTANT shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, fire, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONSULTANT will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONSULTANT continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONSULTANT shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be

confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONSULTANT may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONSULTANT acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONSULTANT (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONSULTANT promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONSULTANT agrees to use protective measures no less stringent than the CONSULTANT uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

Section 52. No Warranty by City Against Infringements

The CONSULTANT represents to the CITY that: (i) the CONSULTANT shall provide the CITY the deliverables and (ii) the deliverables supplied by the CONSULTANT in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONSULTANT does not know of any valid basis for any such claims.

The CONSULTANT shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from (i) any claim that the CITY's exercise in the world of the rights associated with the CITY's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONSULTANT claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY CONSULTANT agrees that the CITY's CONSULTANT's under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONSULTANT.

Section 53. Warranty-Services

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

Section 54. Byrd Anti-Lobbying Act Requirements

The CONSULTANT hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

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

Section 55. Clean Air Act Requirements

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

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements or at a reasonable price. The CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal

Section 57. Claims

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

Section 58. Compliance with the Copeland Anti-Kickback Act

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

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

The CONSULTANT shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONSULTANT shall be required to complete and submit Federal Form NDAA-899.

Section 60. Entire Contract

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

Section 61. Pass Down Language Requirement

Provided the CONSULTANT utilizes any subcontractors in the performance of this contract, the CONSULTANT shall require the subcontractor to adhere and comply with the terms and conditions of this Contract by incorporating such into a written contract between the CONSULTANT and the subcontractor.

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

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

(Signature follows this page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

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

CITY OF DUNCANVILLE, TEXAS	**MRB GROUP, P.C.**
Authorized Signature	**Authorized Signature**
Name: Doug Finch **Title: City Manager**	**Name: Matt Horn** **Title: Director/Local Government**
Date	**Date**
972-780-5058 **Phone Number**	**Phone Number**
purchasing@duncanvilletx.gov **Email Address**	matt.horn@mrbgroup.com **Email Address**
	TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

Exhibit A – Scope of Services, Deliverables, and Schedule

MRB group www.mrbgroup.com

July 31, 2024

Mr. Doug Finch, City Administrator City of Duncanville
203 E Wheatland Road Duncanville, TX 75116

RE: PROPOSAL FOR PROFESSIONAL SERVICES

TWDB LEAD SERVICE LINE INVENTORY AND REPLACEMENT—CITY OF DUNCANVILLE

Dear Mr. Finch:

MRB Group, P.C. (MRB) appreciates the opportunity to submit this proposal for professional engineering services to the City of Duncanville (City). Our scope of services includes Basic Engineering and Special Services to support a field inventory of service line construction materials and the replacement of substandard service lines, as identified by the residential and commercial inventory within the City of Duncanville.

I. Background

The Lead Service Line Inventory and Replacement is an inventory of every service line within your City limits, including utility-owned and customer- owned service lines, and the replacement of substandard lines, including lead and copper service lines. According to the City's 2023 Water Conservation Report, there are 14,684 water meters in the water system, with an assumed equal number of water services. The inventory must categorize the service lines as lead, non-lead, galvanized-requiring- replacement, or lead status unknown. The Texas Commission on Environmental Quality (TCEQ) and the Environmental Protection Agency (EPA) require the inventory, and the City must comply with the desktop inventory requirement by **October 16, 2024.** The desktop inventory is being completed under a separate contract by another consultant. Once the substandard service lines have been identified in the inventory phase, the City must replace them.

The City of Duncanville has been invited to apply for up to $21,181,293.44 in the form of a low-interest loan from the Texas Water Development Board (TWDB), which would include 49% loan forgiveness for the inventory and replacement of substandard lines in the City's water system. MRB will assist the City in submitting the complete funding application. TWDB FUNDS, PROGRAM 1 would fund the Inventory Phase, while TWDB FUNDS, PROGRAM 2 would fund the Construction Phase.

Our scope of work under this proposal is to utilize the desktop inventory provided by other consultants and execute a field inventory of water service lines inside the City of Duncanville, identifying the construction materials of those service lines, as required by TCEQ and EPA. Once the service line field inventory is complete, MRB Group will design and engineer construction plans to replace substandard service lines, as TCEQ and EPA require. MRB will assist in hiring a contractor to complete the substandard service line replacements and oversee, observe, and create a database reference of the contractor's work to ensure it complies with TCEQ and EPA standards.

II. Scope of Services and Compensation

TWDB FUNDS, PROGRAM 1 – Field Inventory Phase

Basic Engineering Services

A. Service Line Inventory

1. MRB will provide a field team to conduct a field inventory and assemble a GIS database of water service lines and the construction materials of those service lines within the City, as required by TCEQ and EPA.

2. Prior to the field inventory, LJA (a separate firm previously hired by the City) will review historical records and other source documents to determine service line construction materials and develop a desktop inventory. LJA will promptly provide their findings to the City and MRB once their desktop inventory is complete.

3. MRB will review the desktop inventory conducted by LJA to ensure it meets the City's expectations and the TCEQ and EPA requirements before the City formally accepts it.

4. Any service line materials that the desktop inventory cannot determine will be investigated by the MRB field team in order to ascertain the make-up of those unidentified service line materials, as required by TCEQ and EPA.

5. MRB staff will rely on City staff, existing records, and the existing GIS to locate each water meter location within the City. To the best of its ability, the MRB field team will verify the construction materials of service lines

at those locations and log the locations as required by TCEQ and EPA. Meters that the MRB field team cannot locate will be referred to the City's attention for further investigation by City staff. The MRB field team will inventory the service line after the City staff locates the meter.

6. Deliverables include a database and GIS inventory of service line materials gathered from MRB-conducted field inventory efforts combined with the desktop inventory previously completed by LJA.

Subtotal of A, Items 1-6 (Lump Sum)……$423,500.00

B. Special Services

1. Application - Assist with the TWDB loan application preparation and submittal, including providing MRB's scope of work, budgets, and schedules as required by TWDB to acquire funding for the project.

2. Environmental - Provide an Environmental Report as necessary to comply with the TWDB Environmental clearance requirements. The environmental scope shall include a written analysis that provides sufficient information for TWDB to determine and justify that the project will not significantly affect the human environment. The scope is based on the requirements to achieve a "Determination of No Effect." This scope is limited to activities required to achieve a "Finding of No Significant Impact."

3. Inventory Project Management - Coordinate project requirements with the City and TWDB to facilitate compliance with TWDB rules and guidelines, including progress updates and outlay processing.

Application $49,000.00
Environmental $35,000.00
Inventory Project Management $50,000.00

Subtotal of B, Items 1-3 (Lump Sum) $134,000.00

Total Compensation, Program 1 - …….$557,500.00

TWDB FUNDS, PROGRAM 2 – Construction Phase

Basic Engineering Services:

A. Design

1. MRB and sub-consultants will develop plans, specifications, and an Opinion of Probable Cost Estimates for 60%, 90%, and 100% milestones

for constructing the proposed project components. Plans shall include plan views of areas of improvement, locations of meters, and details for replacement.

2. The Client shall review progress and approve designs before proceeding to the next milestone. MRB will also update the Engineer's Opinion of Probable Construction Cost upon completing the Design Phase.

3. MRB will submit design drawings to the TCEQ, TWDB, and other jurisdictional authorities as necessary for project approval. MRB will prepare final design drawings utilizing TCEQ, TWDB, and Client comments.

4. Assist the Client in advertising the project for bid locally and electronically on Civcast.

5. Chair a pre-bid meeting and provide notes and any answers to contractor questions or clarifications as addenda.

6. Assist the Client with opening bids and issuing a Bid Tabulation.

7. Assist the Client with reviewing contractor bonds and insurance for compliance with contract documents.

8. Assist the Client in obtaining TWDB concurrence with the bid and issuing a Notice of Award to the selected contractor.

Subtotal of A, Items 1-8 (Lump Sum) ……$1,260,000.00

B. Construction Engineering Services

This project shall be awarded as a single construction contract with a projected twelve- (12) month duration. MRB will provide the following tasks for the construction phase.

1. Prepare conforming contract documents.

2. Conduct a pre-construction meeting with the contractor, TWDB, and Client representatives.

3. Prepare the Notice to Proceed.

4. Review monthly pay applications.

5. Review submittals, RFIs, and change orders.

6. Attend monthly progress meetings.

7. Provide data for the City's Public Information Officer to include on public notices and individual occupancies (door hangers) regarding anticipated work.

8. Make site visits twice per month to ascertain progress and answer contractor questions.

9. Document via GIS database completion of service line replacements.

10. Conduct substantial completion and final completion walk- throughs.

Subtotal of B, Items 1-10 (Lump Sum)…….$408,972.00

Special Services

C. Surveying

1. MRB surveying staff will utilize GPS and conventional surveying equipment to obtain utility locations within the Duncanville water system for permitting purposes. It is unknown if any permitting survey work will be needed; this item is included as an hourly rate allowance to be adjusted as needed during the project. If required, the City will provide surveying for easement exhibit preparation and acquire easements and right of entry for water/service line construction. See Section V, Item F, for clarification of the cost for this item.

Subtotal of C, Item 1 (Hourly)……..$5,000.00

D. Testing

Special inspection and testing services required during construction. It is unknown if any special inspection or material testing services work will be needed; this item is included as an hourly rate allowance to be adjusted as required during the project.

Subtotal of D, Item 1 (Hourly)……$5,000.00

E. Permits

1. Obtain TxDOT construction permits as required for service lateral installations. The quantity of service lines in TxDOT right of way is unknown. This item is included as an hourly rate allowance to be adjusted as needed during the project.

Subtotal of E, Item 1 (Hourly)……..$50,000.00

F. Construction Observation

1. Provide observation of construction for the project's 12-month construction period. The construction observation is based on a twelve-(12) month construction period and one (1) full-time observer throughout the project: twelve (12) months (52 weeks) x thirty-six (36) hours/week on-site and four (4) hours/week for logistics and reporting for the service line replacements (on average) plus mileage. If additional contract time or overtime hours are needed due to the nature of construction, additional services may be requested as needed.

Subtotal of F, Item 1 (Hourly)……...$400,000.00

G. Construction Project Management

1. Coordinate project requirements with the City, contractor, and TWDB to facilitate compliance with TWDB rules and guidelines, including progress updates and outlay processing.

Subtotal of G, Item 1 (Lump Sum) $90,000.00

H. Construction Administration

1. Prepare TWDB Outlay Reports for reimbursement on behalf of the City for engineering and construction payments.
2. Issue Substantial Completion certification and provide punch lists to the prime contractor.
3. Review project completion status and punch list progress for overall project completion and certification with TCEQ and funding agencies.
4. Assist in obtaining construction closeout documentation.

Subtotal of H, Items 1-4 (Lump Sum),,,,,,,,,$100,000.00

Total Compensation, Program 2 -…….$2,318,972.00

Total Compensation, Programs 1 and 2.....$2,876,472.00

The cost figures shown above represent our lump sum and hourly amounts. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Project Schedule

MRB is prepared to start work on the project following the City's authorization to proceed and the receipt of the LJA-conducted desktop inventory.

IV. Additional Services

The following items, not included in the above services, can be provided on a personnel time-charge basis but will only be performed upon receipt of your authorization.

A. Geotechnical investigations. Our assessments will be based on existing available topographical information and soil information.

B. Acquisition of easements, properties, or permits required for the project.

C. Additional meetings or report revisions beyond those specified in Item II.

D. Any work pertaining to a water conservation plan or drought contingency plan.

E. The cost for Service Line Inventory in Section II is based on field investigation and replacement design of 3,000 service laterals. Should an additional investigation or design exceeding these amounts be required, the cost of the additional investigation and replacement design will be determined and added via contract amendment.

F. The costs listed above in Section III, Items C and D, are estimates since minimal surveying and testing are currently anticipated, pending the results of the service line inventory. Upon completion of the inventory, should MRB determine additional surveying and testing exceeding the costs listed above is required, the costs in Section III, Items C and D will be subject to adjustment via contract amendment.

V. Standard Terms and Conditions

MRB Group would consider executing a city-developed contract or an EJCDC Owner-Engineer Agreement for this work. This scope of work and fee proposal would serve as an attachment to either contract.

If this proposal is acceptable, please sign where indicated and return it to our office. Thank you for considering our firm. We look forward to working with you on this project.

Sincerely,

Henry Witt III
Southwest Business Development Manager

James J. Oberst, P.E., LEED AP
Executive V.P./C.O.O.

https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Texas/Duncanville, City of/O-24-0141-A TWDB Lead Service Line Study-Replacement/Proposal/Letter Proposal 2

Exhibit B – Conflict of Interest Form

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

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

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

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

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.
2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**
4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**

5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.
6. Describe <u>any other</u> affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.
7. **Signature box. Date and sign the form. <u>A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.</u>**

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

1 **Name of vendor who has a business relationship with local governmental entity.**
MRB Group, P.C.

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.**

Douglas Finch
Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.
Douglas Finch was a former client in his prior role at the City of Canandaigua.

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

5 Matt Horn
Matt Horn (Aug 6, 2024 12:20 EDT)
Signature of vendor doing business with the governmental entity

Aug 6, 2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

MRB Group, P.C.

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.**

Douglas Finch

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.

D. 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

E. 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

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

☐ Yes ☒ No

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

Douglas Finch was a former client in his prior role at the City of Canandaigua.

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

5

Signature of vendor doing business with the governmental entity

Aug 6, 2024

Date

Duncanville
City of Champions

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

1 **Name of vendor who has a business relationship with local governmental entity.**
MRB Group, P.C.

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.**

Douglas Finch
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.

G. 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

H. 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

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

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.
Douglas Finch was a former client in his prior role at the City of Canandaigua.

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

5 Gregory Hotaling
Gregory Hotaling (Aug 6, 2024 12:23 EDT)
Signature of vendor doing business with the governmental entity

Aug 6, 2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

1 **Name of vendor who has a business relationship with local governmental entity.**
MRB Group, P.C.

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.**

Douglas Finch
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.

J. 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

K. 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

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

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.
Douglas Finch was a former client in his prior role at the City of Canandaigua.

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

5 Henry Witt III
Henry Witt III (Aug 7, 2024 16:09 CDT)

Signature of vendor doing business with the governmental entity

Aug 7, 2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

1 **Name of vendor who has a business relationship with local governmental entity.**
MRB Group, P.C.

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.**

Douglas Finch
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.

M. 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

N. 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

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

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.
Douglas Finch was a former client in his prior role at the City of Canandaigua.

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

5 Trey Taylor
Trey Taylor (Aug 7, 2024 16:47 CDT)
Signature of vendor doing business with the governmental entity

Aug 7, 2024
Date

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

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

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

The CONSULTANT shall:

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

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

Exhibit D Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Matt Horn, the undersigned representative of MRB Group, P.C.

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Aug 6, 2024
DATE

Matt Horn
Matt Horn (Aug 6, 2024 12:20 EDT)
SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit E Consultant Verification Form

For the City of Duncanville, Texas Agreements

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

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

1405864	April 25, 2019
Federal Work Authorization User Identification Number	Date of Authorization

CONSULTANT:	Project:
MRB Group, P.C.**	24-14620

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

Executed on August 6, 2024, in Rochester (city), NY (state).

Matt Horn
Matt Horn (Aug 6, 2024 12:20 EDT)

BY: CONSULTANT Authorized Officer or Agent — Date: Aug 6, 2024

Matt Horn

Printed Name and Title of Authorized Officer or Agent

** MRB Group, P.C. operates as a DBA of MRB Group Engineering, Architecture & Surveying, D.P.C.

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a Resolution authorizing Hilltop Securities, Inc., MRB Group, PC, and Norton Rose Fulbright US LLP to provide financial advising, engineering, and bond counsel services, respectively, related to administering the Texas Water Development Board grant application for the Lead Service Line Replacement Program.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
The City of Duncanville was invited to apply for funding through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Program. The City submitted the grant application on July 26th. TWDB requires bond counsel and financial services to administer the grant programs from the State of Texas.

POLICY EXPLANATION:
City Council is requested to authorize Hilltop Securities, Inc., MRB Group, PC, and Norton Rose Fulbright US LLP to provide financial advising, engineering, and bond counsel services, respectively, related to administering the Texas Water Development Board grant application for the Lead Service Line Replacement Program.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution No. - 2024-308 - Texas Water Development Board Financial Assistance Application Authorized Representatives

RESOLUTION NO. 2024-308

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING HILLTOP SECURITIES, INC., MRB GROUP, PC, AND NORTON ROSE FULBRIGHT US LLP TO PROVIDE FINANCIAL ADVISING, ENGINEERING, AND BOND COUNSEL SERVICES, RESPECTIVELY, RELATED TO ADMINISTERING THE TEXAS WATER DEVELOPMENT BOARD GRANT APPLICATION FOR THE LEAD SERVICE LINE REPLACEMENT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

SECTION 1. The following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Duncanville before any hearing held by the Texas Water Development Board, to wit:

Financial Advisor: Hilltop Securities, Inc.
Engineer: MRB Group
Bond Counsel: Norton Rose Fulbright US LLP

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 3rd day of September, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a Resolution approving Change Order Thirteen for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project with Pavecon Public Works, LP to withhold and retain the sum of $88,769.40 from the final payment for non-completed improvements.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
On December 15, 2020, the City of Duncanville awarded IFB 21-0002 to Pavecon Public Works, LP ("Pavecon"), in the amount of $6,581,962.21, for the reconstruction of E. Danieldale Road, between Main St. and Highway 67, and improvements to the underlying subsurface utility improvements. Following receipt of bonding and other documentation from the Contractor, City Staff issued the Notice to Proceed to the Contractor in March 2021.

On September 7, 2021, the City Council authorized an appropriation of $658,196.22 for a project contingency equaling ten percent of the original IFB 21-0002 contract price. The contingency was for the previously executed change orders (three by 9/7/2021) and all subsequent change orders. Since the contingency authorization date, an additional nine change orders have been awarded, as outlined in the chart below.

Change Order	Authorization Date	Cost	Purpose
1	05/2021	$11,068.17	Lower the water main at Bob Lee Blvd to deconflict a utility line
2	07/2021	$2,921.85	Add striping at the intersection of South Main St. and Shady Trail Dr. to improve access to the Service Center due to construction reducing access to Bob Lee Blvd.

3	09/2021	$8,587.50	Install water-filled traffic barriers along the south curb at the 42-inch storm outfall to improve driver safety along Danieldale Rd.
4	09/2021	$0.00	Gate valve and vault revisions
5	10/2021	$87,652.85	Deconflict a sanitary sewer pipeline
6	10/2022	$339,919.98	Relocate 520 linear feet of 16-inch DWU water main
7	04/2023	$18,440.08	Include handrail installation inadvertently omitted from the original design plans and reset a 6’ chain link fence adjacent to Danieldale Road. This change order also descoped the aluminum lettering installation for the Danieldale monument as the revised monument design no longer required aluminum lettering.
8	10/2023	$10,505.81	2" water service relocation installed by directional bore due to fiber optic obstruction
9	10/2023	$22,141.28	Furnish and install ped push button poles to ADA requirements
10	10/2023	$3,850.00	Temporary node controllers for irrigation system
11	10/2023	$44,316.55	Modify air relief valves to comply with the Texas Admin Code
12	10/2023	$22,961.40	Pedestrian handrail for ADA compliance due to grade separation
	Total	$572,356.47	

POLICY EXPLANATION:
In August 2023, Pavecon substantially completed the project and opened E. Danieldale Rd. to the public. In November 2023, Pavecon was informed that their subcontractor, Stenson Landscape, had yet to meet the project specifications, citing examples of missing and incomplete items. Since then, the City has made several attempts to contact Pavecon to have Stenson complete the work. Despite several attempts and no-shows, an inspection in 2024 revealed 21 outstanding items and a failure to maintain the right of way. A contract deduction of $88,769.40 is proposed due to the contractual non-performance.

Staff requests authorization to execute Change Order Thirteen. The retained funds will be used to maintain the landscaping installed as part of the project. This will cover bi-weekly maintenance, plant replacement, and any other project incidentals that may arise.

Change Order	Cost	Purpose
13	- $88,769.40	Contractual non-performance

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution No. - 2024-309 - Danieldale Road Street Reconstruction and Subsurface Utility Improvements Change Orders Authorization with Exhibit

RESOLUTION NO. 2024-309

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING CHANGE ORDER THIRTEEN FOR IFB 21-002 DANIELDALE ROAD STREET RECONSTRUCTION AND SUBSURFACE UTILITY IMPROVEMENTS PROJECT WITH PAVECON PUBLIC WORKS, LP TO WITHHOLD AND RETAIN THE SUM OF $88,769.40 FROM THE FINAL PAYMENT FOR NON-COMPLETED IMPROVEMENTS; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID CHANGE ORDERS AND RETAINAGE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, authorized the award of bid IFB 21-0002 to Pavecon Public Works, LP for the Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project through December 15, 2020; and

WHEREAS, change order thirteen is proposed to reduce the contract price by $88,769.40 due to contractual non-performance and is crucial to the closeout of this construction project; and

WHEREAS, The City Council of the City of Duncanville, Texas, desires to approve change order thirteen for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project, reducing the contract with Pavecon Public Works, LP, by $88,769.40 due to contractual non-performance.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves change order thirteen for IFB 21-002 Danieldale Road Street Reconstruction and Subsurface Utility Improvements Project with Pavecon Public Works, LP to withhold and retain the sum of $88,769.40 from the final payment for non-completed improvements; and, authorizes the City Manager to execute the necessary documents related to said change orders and retainage.

SECTION 2. This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a Resolution awarding the renewal of and authorizing a five-year fixed rental master agreement for multi-functional copiers citywide with Ubeo Business Services, Inc., with an estimated yearly amount of $76,796.00, resulting in an estimated total contract amount of $384,480.00 over the five-year fixed agreement.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Elton Brock, MBA, CTPM, CTCM, CPM, CPSM, Chief Procurement Officer

BACKGROUND/HISTORY:
Due to ever-changing technology of copiers and now state-of-the-art "multifunctional" (MFP) printing, scanning, and faxing capacity, the City of Duncanville has had a historical practice of renting and or leasing these units so that the City can take advantage of constant technology changes and upgrades.

The Duncanville City Council approved a five-year fixed rental agreement with Ubeo Business Services, Inc., at the August 20, 2019, regular meeting, replacing the previous agreement put in place on June 20, 2010. The new proposed five-year fixed agreement is an early renewal of the existing agreement with Ubeo Business Services, Inc., which closes the current rental agreement without penalty and allows for the addition of the latest technology in MFP devices available.

These devices will continue to allow utilization of the PaperCut software. PaperCut is a print management software that will provide detailed printed item information to the management of each department with the desired goal of helping to recognize and control these types of "hidden costs" and allow for better tracking of printing overages in each department. PaperCut also allows for a much broader range of control at the administrative level for default printer settings, such as setting default black and white versus color printing.

Within this new rental agreement, the City has “right-sized” the copier fleet, moving from 40 devices to 23 devices across the City. Retaining all the previous devices would have been much more expensive. Instead, the City reviewed the needs and consulted with Ubeo and staff to arrive at the optimal number of machines. The City spent more funds in the Public Library area, replacing 20-year-old coin-operated collection machines with new multifunctional coin and card machines and upgrading the machines that interface with the public. The library collects charges for copies, and therefore the revenue offsets the cost of the lease. The library collected $26,877 in copy charges in FY 2023 and has collected $12,776 year to date in FY 2024. The new rental agreement allows for flexibility to change technology or volume commitments as needs change with no financial penalty. All equipment agreements will begin and end at the same time, including any new additions as needs change with the City’s building space(s).

Ubeo Business Services, Inc. has been chosen as they are and have been a great partner for the City. Ubeo proactively works to help control unexpected costs for printing services via regular account review and trends. This allows for anticipated increases in printing above and over our contracted rates, which allow for adjustment, at any time, of agreed printed copy amounts. Ubeo Business Services, Inc. has priced the City’s agreement in accordance with the Texas Department of Information Services (DIR) contracted rates.

POLICY EXPLANATION:
The renewal agreement with Ubeo Business Services, Inc., is for a fixed five-year agreement with a total cost above $50,000.00. It must be presented to Council for approval before the agreement and payment can be authorized.

FUNDING SOURCE:

ORG and Object Number
01088000-700443 (General Non Departmental/Rentals) - $64,956 (FY2025); 01011400-700443 (Info Technology/Rentals) - $6,000 (FY 2025); 01011600-700443 (Public Library/Rentals) - $2,420 (FY2025); 45601000-700443 (FH Admin/Ops/Rentals) - $3,600 (FY2025)

Available Budget	Purchase Amount	After Encumber
$94,470 (FY 2025 Proposed)	$76,976	$17,494

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

ATTACHMENTS:
Resolution No. - 2024-304 - Ubeo Business Services, Inc. Fixed Rental Master Agreement with Exhibits

RESOLUTION NO. 2024-304

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING THE RENEWAL OF AND AUTHORIZING A FIVE-YEAR FIXED RENTAL MASTER AGREEMENT FOR MULTI-FUNCTIONAL COPIERS CITYWIDE WITH UBEO BUSINESS SERVICES, INC. PROVIDED IN EXHIBIT A, IN THE ESTIMATED YEARLY AMOUNT OF $76,976.00, RESULTING IN AN ESTIMATED TOTAL CONTRACT AMOUNT OF $384,880.00 OVER THE FIVE-YEAR FIXED AGREEMENT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide effective, efficient, and convenient multi-functional copier devices to support all of the City's functions and operations; and

WHEREAS, the City of Duncanville is a member of the State of Texas Cooperative Purchasing Program and can access its products and services; and

WHEREAS, the Texas Department of Information Services, with the State of Texas as the lead agency, has taken competitive solicitations for lease or purchase of multi-functional devices, managed print services and any other related products, services, and solutions; and

WHEREAS, as a result of the submittal of one of the best value proposals, a contract was awarded.

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

SECTION 1. The City of Duncanville, Texas hereby approves a five-year fixed rental master agreement for multi-functional copiers citywide with Ubeo Business Services, Inc. in the amount as set forth in Exhibit "A", in the expenditure amount of $76,976.00 annually with a total five-year expenditure amount of $384,880.00.

SECTION 2. The City Council of the City of Duncanville, Texas hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and/or purchase 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 3rd day of September, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

ubeo BUSINESS SERVICES

MANAGE RENTAL AGREEMENT

Owner: UBEO, LLC

CUSTOMER INFORMATION

Bill To Full Customer Legal Name			Contact Person	Installation Site Key Operator
City Of Duncanville			Diane Mitchell	Diane Mitchell
Street Address			Title	Title
203 E Wheatland Rd			Procurement Agent	Procurement Agent
Box/Suite/Routing			Telephone #	Telephone #
			(972) 780-5000	(972) 780-5000
City	State	Zip Code	Facsimile #	Facsimile #
Duncanville	TX	75116-	(972) 780-6478	-
Installation Address (if different from above)			e-mail	e-mail
203 E Wheatland Rd,Duncanville,TX 75116			diane.mitchell@duncanvilletx.g	diane.mitchell@duncanvilletx.g

EQUIPMENT INFORMATION

	Quantity	Make	Item	Description (or Accessories)
1	10	Ricoh	419320	Ricoh IM C4510
2	1	Ricoh	418828	Ricoh IM 5000
3	5	Ricoh	418569	Ricoh IM C300F
4	1	Ricoh	423501	Ricoh IM460F
5	1	Ricoh	408301	Ricoh P C600 Printer
6	5	Lexmark	38S0520	Lexmark M3350
7	1	PaperCut	PR-AMSPlus-5	PaperCut Licenses
8				

Payment	$ 6,408.00	**Term (Months)**	60
Payment Frequency	Monthly	**Image Meter Reading Frequency** (QUARTERLY unless otherwise indicated)	Quarterly
B&W Image Monthly Allowance	50,000	**Excess Per Image Charge (B&W)**	$0.01030
Color Image Monthly Allowance	28,000	**Excess Per Image Charge (Color)**	$0.06300
Linear Feet Monthly Allowance		**Excess Per Image Charge (Linear Feet)**	
xMedius Page/DID Monthly Allowance		**xMedius Excess Per Page/DID Charge**	

Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge, unless otherwise indicated.
Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white, and fluorescent pink are NOT included.

BLACK Supplies Included ☐ NO **COLOR Supplies Included** ☐ NO

AGREEMENT NUMBER	All amounts exclusive of applicable taxes THIS AGREEMENT CANNOT BE TERMINATED EARLY.	SALES REPRESENTATIVE
		Koko Sou

Additional Terms and Conditions on Second Page. Other Agreed Upon Addendum(s) Include:

A ☐ B ☐ C ☐

Meters	☑ Merlin ☐ Fax ☐ e-Mail	Meter Contact	Diane Mitchell	e-mail	diane.mitchell@duncanvilletx.go	Fax #	

During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement; provided that any such change must be mutually agreed to in a new agreement or amendment signed by authorized individuals on behalf of both Customer and Owner.

CUSTOMER ACCEPTANCE

By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

Company Name: City Of Duncanville	Federal Tax ID: 0	Owner: UBEO, LLC	
By (Please Print):		By:	
Signature:		Signature:	
Title:	Date:	Title:	Date:

DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

By (Please Print):	Title:
Signature:	Date:

UMANAGE RENTAL AGREEMENT
TERMS and CONDITIONS

1. Ownership and Use of System: Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware (and, except as limited by section 10 below, software) included on the UMANAGE Rental Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.

2. Payment: Monthly payments will begin on the Commencement date. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or $29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay $35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

3. Excess Images: Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.

4. Term and Transition Billing: This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.

5. Upgrade and Downgrade Provision: Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading to accommodate your needs.

6. Taxes and Fees: This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer periodically in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any amount charged under this agreement may include a profit.

7. UCC Filing: The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.

8. Collateral Protection, Liability and Insurance: The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer's behalf.

9. Indemnity: After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

10. Maintenance and Care of Owner's System: The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by UBEO, LLC which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance provided by UBEO, LLC is non-cancellable for the term of the agreement for the listed System. Maintenance includes and is limited to; parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge. Toner usage is based on manufacturer's suggested yields. Excess usage can be billed when suggested yields are exceeded. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white and fluorescent pink are NOT included. Work associated with Customer's Information Technologies not listed on this Agreement, including but not limited to Software, Computers, Data Files and Network is not covered by the Owner, and is billable to Customer.

Owner is not responsible for any damage to Customer's Information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In Accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear. UBEO, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

11. Location of System: The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.

12. Assignment: THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of "Owner's" obligations. UBEO, LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.

13. Warranty Disclaimer: OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABLE. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.

14. Default and Remedies: The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity, (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity, (iii) Customer or any guarantor dies, dissolves or terminates existence; (iv) Customer makes or has made false statement or misrepresentation to Owner; (v) there has been a material adverse change in Customer or any guarantor's financial, business or operating condition; (vi) any guarantor defaults under any guaranty for this Agreement; (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due; Customer stops doing business as going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense; or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party's behalf.

15. Business Agreement and Choice of Law: THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.

16. Renewal and Return of System: After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner's consent.

17. Other Rights: The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersede any related Purchase order.

18. UCC-2A Provisions: Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner's assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.

19. Entire Agreement: This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.

20. MISCELLANEOUS: Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax or electronically transmitted version of Customer's signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. The parties agree that this Agreement and any related documents may be authenticated by electronic means. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner's original signature shall constitute the original authoritative version. Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof.

State and Local Government Addendum

UBEO LLC
601 WESTPORT PKWY STE 200 | GRAPEVINE, TX

Agreement Number **603-0298648-000** dated as of **August 1, 2024**

Name and Address of Customer ("You" and "Your"):
CITY OF DUNCANVILLE
203 E Wheatland Rd
Duncanville, TX 75116-4824

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and UBEO LLC ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

1. **INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. **GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; and (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. **LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

4. **CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.

5. **TERMINATION.** The following paragraph is applicable for political subdivisions (counties, municipalities, and school districts) in the State of Texas. Notwithstanding any provision of the Agreement to the contrary, Customer's obligation to pay all amounts due under the Agreement, including but not limited to periodic rent payments, is subject to the terms of this Section. The Agreement shall be in effect for a Term consisting of an "Original Term", which commences on the date of Customer's acceptance of the Equipment and continues until the end of the fiscal year in which such commencement date occurs, and subsequent one-year "Additional Terms", each of which shall commence at the end of the Original Term or the preceding Additional Term (as applicable), and continue until the end of such fiscal year, except for the final Additional Term which shall terminate at the end of the last scheduled payment period under the Agreement. The terms and conditions of the Agreement in effect for the Original Term shall be the same as those in effect for each Additional Term and payments shall be due and payable during each such Additional Term as set forth in the Agreement. The word "Term" as used in the Agreement and this Addendum means the Original Term and all Additional Terms during which the Agreement is in effect. Not less than 30 days before the end of the Original Term or any Additional Term, Customer may give written notice to Company of Customer's intention to discontinue the Agreement, and in such event the Agreement shall terminate and expire at the end of the Original Term or Additional Term then in effect on the date of Customer's notice of discontinuation. The Agreement shall otherwise be automatically renewed for the ensuing Additional Term until the termination of the final Additional Term unless Customer gives written notice as described above.

Upon the occurrence of such termination, Customer shall not be obligated for payment of any periodic rent payment and any other amounts due under the Agreement for any subsequent fiscal period and Customer shall return the Equipment in accordance with the Equipment return provisions of the Agreement.

6. **CERTAIN COMPANY REPRESENTATIONS AND WARRANTIES.** Company hereby represents and warrants to Customer that (a) neither Company nor any wholly- or majority-owned subsidiary, parent company, or affiliate of Company is an entity listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code (the "Texas Code") as noted on a list made available through the following link: https://comptroller.texas.gov/purchasing/publications/divestment.php.; and (b) Company and each of its wholly- and majority-owned subsidiaries, parent company, and affiliates (i) do not and will not "boycott Israel" during the term of the Agreement as required by Section 2270.002 of the Texas Code and as such term is defined in Section 808.001 of the Texas Code; (ii) do not and will not "boycott energy companies" during the term of the Agreement as required by Section 2274 (as added by Senate Bill 13 in the 87th Texas Legislative Session) of the Texas Code, as amended, as such term is defined in Section 809.001 of the Texas Code; and (iii) do not have a practice, policy, guidance, or directive that "discriminates against a firearm entity or firearm trade association" and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association as required by Section 2274 (as added by Senate Bill 19 in the 87th Texas Legislative Session) of the Texas Code, as amended, and as such term is defined in Section 2274.001(3) of the Texas Code.

7. **MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **UBEO LLC**

By: _____ Date: _____

Print Name and Title: _____

Customer: **CITY OF DUNCANVILLE**

By: _____ Date: _____

Print Name and Title: _____

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between UBEO, LLC ("we", "us", "our") and City of Duncanville ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE			
(As Stated Above)	**X**		
	SIGNATURE	PRINT NAME & TITLE	DATE
OUR SIGNATURE			
UBEO of North Texas, Inc.			
	SIGNATURE	PRINT NAME & TITLE	DATE

Texas Department of Information Resources

MENU

Home › Explore DIR Contracts

Contract Number

DIR-CPO-4435

Contract Start Date: **09/25/19**

Contract Term Date: **09/25/24**

Contract Expiration Date: **09/25/24**

Vendor Information

Ricoh USA, Inc.

Vendor ID: **1230334400105**

HUB Type: **Non HUB**

RFO: **DIR-TSO-TMP-419**

Contract Status: **Active**

VENDOR CONTACT:

Mike Stowell

Phone: 913-485-6852

Vendor Website

DIR CONTACT:

Jennifer Kim

Phone: (512) 475-4834

Contract Overview

Ricoh USA, Inc. offers discounted Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services and Enterprise Content Management (ECM) Products, Software and Services, and Related Services to the State of Texas under this contract, acting by and through the Department of Information Resources (DIR). The Contract may be used by state and local governments, public education, other public entities in Texas, as well as public entities outside of the state. Resellers are available for this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 9/25/2024.

Contract Details & Ordering Information

Products & Services

DIR Contract No. DIR-CPO-4435

Vendor Contract No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Ricoh USA, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Ricoh USA, Inc. (hereinafter "Vendor"), with its principal place of business at 300 Eagleview Blvd., Exton, PA 19341.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement; Appendix F, Maintenance and Sale Agreement, Appendix G, Service Agreement; Appendix H, Service Level Agreement; Appendix I, Statement of Work; Appendix J, Statement of Work Conversion Services, Appendix K, Equipment Schedule to Master Lease Agreement; Appendix L, Equipment Schedule to Master Operating Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix F, Maintenance and Sale Agreement, Appendix G, Service Agreement; Appendix H, Service Level Agreement; Appendix I, Statement of Work; Appendix J, Statement of Work Conversion Services, Appendix K, Equipment Schedule to Master Lease Agreement; Appendix L, Equipment Schedule to Master Operating Lease Agreement; Exhibit 1,

Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix G, then Appendix H, then Appendix I, then Appendix J, then Appendix K, then Appendix L, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix D or Appendix E, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix F, then Appendix G, then Appendix H, then Appendix I, then Appendix J, then Appendix K, then Appendix L, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Related Services; Document Imaging Services/Solutions; Enterprise Content Management Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. **DIR Administrative Fee**

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000.00 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. **Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Bill Finke
Ricoh USA, Inc.
300 Eagleview Blvd.
Exton, PA 19341
Phone: (505) 681-1728
Facsimile: (505) 345 - 6939
Email: bill.finke@ricoh-usa.com

7. **Software License, Service and Leasing Agreements**

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreements

Services provided under this Contract shall be in accordance with the Service Agreements as set forth in Appendix F, Maintenance Service Agreement, Appendix G, Service Agreement, Appendix H, Service Level Agreement of this Contract. No changes to the Service Agreements' terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Statement of Work

Services provided under this Contract shall be based on a Statement of Work (SOW) as set forth in Appendix I and/or J of this Contract. Customers may negotiate the terms and conditions of a SOW to suit their business needs, so long as the negotiated terms and conditions do not diminish the terms and conditions of the Contract.

D. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix D and the Equipment Schedule to Master Operating Lease Agreement in Appendix L of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

E. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix E and the Equipment Schedule to Master Lease Agreement in Appendix K of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

F. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

A. **Appendix A, Section 5, Intellectual Property Matters** is hereby deleted and replaced in its entirety as follows:

This Contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Vendor decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied.

DIR Contract No. DIR-CPO-4435

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Ricoh USA, Inc.

Authorized By: Signature on File

Name: Steve Bissey

Title: Director, State & Local Government

Date: 9/24/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 9/25/2019

Office of General Counsel: Signature on File, 9/24/2019

Texas Department of Information Resources

MENU

Home › Explore DIR Contracts

Contract Number

DIR-TSO-3103

Contract Start Date: **08/13/15**

Contract Term Date: **08/13/19**

Contract Expiration Date: **08/13/19**

Vendor Information

Lexmark International, Inc.

Vendor ID: **1061308215400**

HUB Type: **Non HUB**

RFO: **DIR-TSO-TMP-224**

Contract Status: **Inactive**

VENDOR CONTACT:

Vendor Website

DIR CONTACT:

Ray Infante

Phone: (512) 475-4904

Contract Overview

Lexmark International, Inc. offers Print, Scan, Facsimile, Copier and Multi-function Devices and Related Services for purchase or lease. Customers can purchase directly through this DIR contract. This Contract is e-rated and may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Re-sellers are available for this contract.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Copiers
- Lease Agreement - Printers Copiers Scanners - MFP
- Multifunction

DIR Contract No. DIR-TSO-3103

Vendor Contract No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Lexmark International, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Lexmark International, Inc. (hereinafter "Vendor"), with its principal place of business at 740 West New Circle Road, Lexington, Kentucky 40550.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-224, on January 13, 2015, for Print, Scan, Facsimile, Multifunction Devices, 3D Printers and Related Services and Managed Print Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-224 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Lease Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-224, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-224, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix D, Master Lease Agreement; Appendix E, Master Operating Lease Agreement; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix F, Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-224, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-224, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph

related to lease transactions, the controlling document shall be this Contract, then Appendix D, then Appendix E, then Appendix A, then Appendix B, then Appendix C, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Print, Scan, Facsimile, Multifunction Devices, 3D Printers and Related Services and Managed Print Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Related Services specific to Print, Scan, Facsimile, Multifunction Devices, 3D Printers and Managed Print Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon

written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:
Mary Beth Carter
Lexmark International, Inc.
740 West New Circle Road MS E23507
Lexington, Kentucky 40550
Phone: (859) 232-2116
Facsimile: (859) 232-3497
Email: Carterm@lexmark.com

7. Software License, Service and Leasing Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix F of this Contract. No changes to the Service

Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix D of this Contract for DIR authorized entities as Lessees that are not Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

D. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

E. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 8. Pricing, Purchase Orders, Invoices, and Payments; C. Customer Price, 1) is hereby replaced in its entirety as follows:

Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in Section 5.A., DIR Administrative Fee, of the Contract).

B. Section 10. Vendor Responsibilities, C. Vendor Certifications, (vi) is hereby replaced in its entirety as follows:

(vi) as of the effective date, to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

C. Section 10. Vendor Responsibilities, N. Required Insurance Coverage is hereby replaced in its entirety as follows:

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A- rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

Remainder of page intentionally left blank

DIR Contract No. DIR-TSO-3103

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Lexmark International, Inc.

Authorized By: Signature on File

Name: Ronald Binkaukas

Title: Vice President and General Manager, ISS, North America

Date: August 5, 2015

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operations Officer

Date: August 13, 2015

Office of General Counsel: Signature on File August 12, 2015

Exhibit B

Ubeo Business Services

Summary

- **(40) Devices in the current fleet**
- **(23) Devices for new fleet upgrade**
  - (5) B&W Desktop Printers-Lexmark M3350
  - (1) B&W A4 MFPs- Ricoh IM 460F
  - (5) Color A4 MFPs-Ricoh IM C300F
  - (10) 45ppm MFP Copier-Ricoh C4510
  - (1) 50ppm MFP Copier-Ricoh IM5000
  - (1) Ricoh P C600 Color Printers
- (2) Credit Card/Bills/Coin Op Machines for Library Patrons
- PaperCut license for Ricoh C4510 and Ricoh IM5000
- Service and Supply and Maintenance includes 50,000 B&W and 28,000 Color per month
  - Overages billed quarterly at $0.0103 for B&W and $0.063 for Color.

Financial Details

- Includes all equipment defined in proposed equipment outline
- UBEO Rental allows flexibility to change technology or volume commitments as needs change with no financial penalty
- Includes Equipment, Service and Supply Coverage (excluding paper)
- Includes Delivery, Network Cable & Installation and Unlimited Training
- Overages are Billed Quarterly
- Scans are No Charge
- Includes pick up and return of all existing equipment
- All equipment agreements will begin and end at the same time
- Property tax included

UBEO U-Manage Rental pricing is in compliance with The Texas DIR Pricing Cooperative Program CPO-4435

60 Month Rental Payment
$6,408.00 per Month

Current Average monthly spend: $ 6,574.10.

Savings per month: $166.10

Savings per year: $1,993.20

This confidential document was created for UBEO Business Services. UBEO retains the rights to all information contained with this document and prohibits its distribution without the expressed, written consent of a qualified UBEO representative.

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a Resolution authorizing an initial one-year term with four additional one-year renewals for a total of five years for Contract #3200146 with Exclusive Protection Services, LLC, to provide security services for the Duncanville Fieldhouse in an amount not to exceed $85,290.00 annually.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Craig Brasfield, Fieldhouse General Manager
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:

The Duncanville Fieldhouse Complex, located at 1700 South Main Street, Duncanville, TX 75137, requires qualified security firms to specialize in providing crowd management services associated with athletic and entertainment venue operations. Exclusive Protection shall furnish uniformed security personnel to include, but not limited to, making reasonable efforts to protect property against theft, illegal entry of persons and/or contraband, damage and destruction by spectators, and other intentional acts of violence at and near the Duncanville Fieldhouse. It is The City of Duncanville's objective to contract the best-qualified firm that, in its opinion, will continuously provide top-quality service, product quality, and generally create goodwill within this high-quality facility.

On July 9, 2024, RFP 24-0018 for Fieldhouse Security Services closed with 3 valid respondents. Those bids were tabulated & evaluated. Staff recommends Exclusive Protection Services as being the bid that offers the best value to the City.

The highlights of the contract renewal include:

- Initial term - One (1) years
- Renewals - Four (4) one-year renewal options
- Termination - By the City of Duncanville, with or without cause, upon thirty (30) day written notice

- Security services will be furnished on the days and times specified by the Fieldhouse General Manager, or his designee
- All security supervisors will be adequate in number and radio equipped. Assigned personnel must assist with the patron and staff safety
- Contractor shall provide qualified, trained, and uniformed personnel to manage all positions, including, but not limited to, taking prompt action against illegal entry or person(s) and/or contraband as specified within the Duncanville Fieldhouse, patrol and/or manage specifically identified areas for potential safety hazards and/or vandalism, and assist in the management of crowd control and overall safety of the patrons and participants.

POLICY EXPLANATION:

Contract #3200146 with Exclusive Protection, LLC. is setup as calendar year, from August 2024 to August 2025 and will be encumbered in two fiscal years.

Professional Services are exempt from bidding in accordance with the Texas Government Code Chapter 252.2226.058.

Funding and Non-Appropriation Clause
The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

FUNDING SOURCE:

ORG and Object Number
45601000-700450

Available Budget	**Purchase Amount**	**After Encumber**
FY 2024 - $13,088.00; FY 2025 - $285,505.00	FY 2024 - 12,290.00; FY 2025 - $73,000.00	FY 2024 $798.00; FY 2025 $212,505.00

ACTION ALTERNATIVES:

1. Approved funding in the amount of $85,290.00 for Security Services with Exclusion Protection Services, LLC.
2. Do not provide funding for Security Services with Exclusion Protection Services, LLC.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-298 - Security Agreement for Duncanville Fieldhouse - Pdf

RESOLUTION NO. 2024-298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING PROFESSIONAL SERVICES CONTRACT, (CONTRACT NUMBER #3200146) FOR FIRST ONE-YEAR TERM BY AND BETWEEN EXCLUSIVE PROTECTION SERVICES, LLC FOR THE DUNCANVILLE FIELDHOUSE SECURITY SERVICES WITH AN ANNUAL AMOUNT NOT TO EXCEED $85,290.00., ATTACHED HERETO AND INCORPORATED HEREIN IN EXHIBIT 'A'; AUTHORIZES THE CITY MANAGER OR DESIGNEE TO EXECUTE NECESSARY DOCUMENTS.; PROVIDING FOR A NON-APPROPRIATION CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, hereinafter called "City", and Exclusive Protection Services, LLC, hereinafter called "Contractor", desire to enter into a one-year term agreement with four one-year renewal periods for Professional Security Services for the Duncanville Fieldhouse.

WHEREAS, the City of Duncanville desires to move forward with Exclusive Protection Services, LLC in the best interests of the City.

WHEREAS, professional services are exempt from bidding in accordance with the Texas Government Code Chapter 252.2226.058.

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 authorizes the Professional Services Contract, (Contract Number #3200146) for first one-year term by and between Exclusive Protection Services, LLC for the Duncanville Fieldhouse security services with an annual amount not to exceed $85,290.00., attached hereto and incorporated herein in Exhibit 'A'; and authorizes the City Manager or designee to execute necessary documents.

SECTION 2. Exclusive Protection Services, LLC recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

PROFESSIONAL SERVICES CONTRACT

CONTRACT NUMBER #3200146
FIELDHOUSE SECURITY SERVICES

Exclusive Protection Services LLC
200 N. Carrier Parkway
Suite 110
Grand Prairie, TX 75050
EPSTXUS@gmail.com
(214) 881-1886

This **PROFESSIONAL SERVICES CONTRACT** ("contract") is made and entered into by and between **Exclusive Protection Services, LLC**, hereinafter referred to as "CONTRACTOR", which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

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

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

Section 1. Services to be Provided

Upon issuance of a written Notice to Proceed or a Purchase Order by CITY, CONTRACTOR agrees to provide to CITY the necessary services and deliverables to provide an updated facility condition assessment report, as set forth in the "Scope of Services, Deliverables, and Schedule", "Scope", **Exhibit A** and incorporated herein. **Exhibit A** also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin within **10 working days or less, of authorization to proceed, or upon date as mutually agreed to by City and Contractor and incorporated into the project schedule**. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract

The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue for a one (1) year period, with the option to extend the agreement for an additional four (4) one-year terms. The term(s) shall **automatically** be extended, unless the agreement is terminated by either Party in accordance with Section 9 of this Agreement, as detailed in this Contract.

Section 3. Contractor Obligations

CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work

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under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Contract.

A. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

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

Section 4. Invoices

A. The CONTRACTOR shall submit invoices for work completed, from the purchase order issued Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact at craig.brasfield@duncanvilletx.gov. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master contract number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped accordingly. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through all Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes shall not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

Section 5. Payment

The total CONTRACTOR fee shall be as specified in **Exhibit A** and in **Section 5.** The total amount of the invoices on the project shall not exceed the contract amount of **Eighty-Eight Thousand Seven Hundred Twenty-Six Dollars and Fifty Cents ($88,726.50)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in this

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Duncanville
City of Champions

Section, unless amended in writing by the City. All fees paid to CONTRACTOR, by the CITY, shall be based on invoices submitted by CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

Payment Schedule:

The City of Duncanville shall make payment within 30 days of receipt of invoice and acceptance of all goods and services by authorized City employees. The invoicing shall have a detailed description of work done, be itemized according to the awarded unit cost. Unit cost shall not change for the initial first year.

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

A. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.

B. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or

C. equipment: damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR.

D. reasonable evidence that the CONTRACTOR's obligations will not be completed

E. within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay.

F. failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or

G. failure of the CONTRACTOR to comply with any material provision of the Contract or perform the project in a satisfactory manner.

H. any sums owed to the CITY, for any reason including delinquent taxes.

I. Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to

CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner, after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTORS performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractor's, agents, representatives, and/or employees in connection with this Contract ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractor's, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Contract.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractor's, sub-subcontractor's, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other governmental purpose connected with this project. All materials and reports prepared by CONTRACTOR in connection with this Contract are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended and applicable. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Contract, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONTRACTOR pursuant to this Contract in a TIFF, JPEG or PDF format, and a DXF format in current

version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY, as applicable.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs developed specifically for this work by the CONTRACTOR, estimates, surveys, other data, or work items, etc.) prepared under this Contract shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be release of the responsibility and liability of CONTRACTOR, its employees, associates, agents and CONTRACTORs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTOR'S.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should CITY require a modification of this Contract with CONTRACTOR, and in the event. CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for one (1) person, and not less than Two Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for any one (1) occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and CITY from liability arising out of the negligent performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than Two Million Dollars ($2,000,000.00).

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A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

and shall further indicate that each and every policy for liability insurance coverage as required herein, except Professional Liability Insurance, includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation except 10-day notice of cancellation for non-payment of premium of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the CITY. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Contract.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend (except Professional Liability Claims), indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, and from and against costs and expenses, including, in part, reasonable attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, to the extent caused by or resulting arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services.

Solely and exclusively for Professional Liability Claims, CONTRACTOR shall have no obligation to undertake the defense of Indemnitees in a Professional Liability Claim prior to the determination of liability in such Professional Liability Claim. Upon conclusion of the Professional Liability Claim either through settlement, or by the issuance of an arbitration award, judgment or other final determination of liability, CONTRACTOR shall promptly reimburse Indemnitees for a proportionate share of Indemnitees' defense attorney's fees, investigation costs, court or arbitration costs, and expenses incurred in defending any claim, demand, action, lawsuit, arbitration, or other proceeding relating to such Professional Liability Claim, in an

amount proportionate to the percentage of liability allocated to CONTRACTOR in any such settlement agreement, arbitration award, judgment or other final determination of liability. CONTRACTOR shall not have any obligation to indemnify, defend or reimburse Indemnitees for Professional Liability claims arising by reason of the sole negligence or willful misconduct of Indemnitees.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this contract. This provision shall survive the termination of this contract.

Section 12. Indemnification for Unemployment Compensation

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

Section 13. Indemnification for Performance

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

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the CONTRACTOR without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be voided unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition contract. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be

performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their contract. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written contract signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Contract as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this

contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Contract or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written contract with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

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

Section 22. Invalidity and Severability

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

Section 23. Independent CONTRACTOR

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

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

Section 24. Notice

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

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

If to CONTRACTOR: (See page one for Contractor 's Information)

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**

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

2. **Transactions with an Abortion Provider or Affiliate**

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Contract and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. **Prohibition against doing business with Foreign Terrorist Organizations**

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. **Discrimination Against Firearm & Ammunition Industries**

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this

contract pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Contract, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. **Boycotting of Energy Companies**

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this contract pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Contract, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. **Certificate of Interested Parties Electronic Filing (See Exhibit C)**

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/.

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

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed, and approved to date shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision

to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business day(s). CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors transactions regarding the CONTRACT, and further, that CITY shall have access during normal working days and hours, and shall give the CONTRACTOR or subcontractor(s) reasonable advance notice of intended audits no less than 3 business day(s).

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of three (3) years after the expiration of the Contract, or until the Federal Auditor, CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the Federal Auditor, CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

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

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

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

in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

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

B. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

Section 33. Federal Work Authorization and Employment Verification

The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that the CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract. The CONTRACTOR performs services for the CITY as a result of this Agreement and compensation for services may exceed the minimum set forth in Texas Government Code Section 2269.002, as amended from time to time. Pursuant to Texas Government Code Section 2269.002, for as long as this Agreement remains in effect, the CONTRACTOR will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The CONTRACTOR shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit E** to this Agreement, or a similar affidavit that meets the requirements of the law.

If the CONTRACTOR subcontracts any services described in this Agreement, The CONTRACTOR shall require the subcontractor to attest to its compliance with Texas Government Code Section 2269.002, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit E.1** or a similar subcontractor affidavit that meets the requirements of the law. The CONTRACTOR shall maintain any completed affidavit and make a copy of it available to the CITY upon request. The CONTRACTOR shall ensure that any subcontractor's E-Verify affidavit becomes a part of its agreement with the subcontractor.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants and employees are treated during their employment or recruitment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification.

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act.

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY. This information will be provided to the City's Public Information Officer. The cost of preparation of such information requests will be tabulated and billed to the CITY. The CONTRACTOR shall mark "cost schedules and determinations of cost" submitted to the CITY as "CONFIDENTIAL".

Section 37. Counterparts.

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

EXHIBIT "A"

Section 38. Exhibits
The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 39. Survival of Obligations

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

Section 40. Place and Condition of Work
The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings
The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference
As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.
A. Definitions. As used in this paragraph:
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a

satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

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Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective

measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

Section 52. No Warranty by City Against Infringements

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

Section 53. Performance of Services

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

Section 54. Byrd Anti-Lobbying Act Requirements

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

EXHIBIT "A"

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

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

Section 55. Clean Air Act Requirements

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

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 57. Claims

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

Section 58. Compliance with the Copeland Anti-Kickback Act

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

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

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

EXHIBIT "A"

Section 60. SAM.gov Registration

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

Section 61. Historically Underutilized Business Requirements

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor:

Placing qualified small and minority businesses and women's business enterprises on

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

Section 63. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performance of this contract, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

Section 62. Entire Contract

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

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

EXHIBIT "A"

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

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

CITY OF DUNCANVILLE, TEXAS	**CONTRACTOR**
_____	_____
Authorized Signature	**Authorized Signature**
_____	James Lewis
Name: Doug Finch	**Name:**
Title: City Manager	**Title:**
_____	8/6/2024
Date	**Date**
972-780-5058	214 881 1886
Phone Number	**Phone Number**
purchasing@duncanvilletx.gov	epstxus@gmail.com
Email Address	**Email Address**
	C10486501
	TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

EXHIBIT "A"

Exhibit A

Scope of Services, Deliverables, and Schedule

24-0018 - FIELDHOUSE SECURITY SERVICES

Addendum No. #1

Weekday time periods - Normal hours of operation are 9:00am - 9:00pm Summer Hours 6:00am to 9:00pm	**2024 Fieldhouse Approx. budget**	**Line 1 - Armed Security Guard Hourly Rate**	**Line 1 - Armed Security Guard Annual Rate**	**Line 2 - Un-Armed Security Guard Hourly Rate**
# of hours annually estimated use Monday thru Thursday for contractual special events - 168 hours Summer Camp - 535 hours = 703 total hours	$14,000.00	$27.50	$19,332.50	$23.00
Weekend time periods - Normal hours of operation are 9:00 am - 9:00 pm	**2024 Fieldhouse Approx. budget**	**Line 1 - Armed Security Guard Hourly Rate**	**Line 1 - Armed Security Guard Annual Rate**	**Line 2 - Un-Armed Security Guard Hourly Rate**
# of hours annually estimated use Friday, Saturday, Sunday for contractual special events - 2,398 total hours	$51,000.00	$28.00	$67,144.00	$23.00
Holiday time periods - Normal hours of operation are 9:00 am - 9:00 pm	**2024 Fieldhouse Approx. budget**	**Line 1 - Armed Security Guard Hourly Rate**	**Line 1 - Armed Security Guard Annual Rate**	**Line 2 - Un-Armed Security Guard Hourly Rate**
# of hours annually estimated use for Special Events - 75 total hours	$3,000.00	$30.00	$2,250.00	$25.00
Estimated Annual Contract Amount:	**$ 68,000.00**		**$ 88,726.50**	

Additional Information:

We very rarely request unarmed guards, however, would like their hourly rate quote in the event we need the service.

Security Hours Requested in 2024

Special Event Schedule	2,641	(includes 150 projected hours)
Summer Camp	535	
*After School Program = TBD	1100	

Future years will be very similar to the 2024 information provided

Summer Camp Hours - 6:00a to 6:30p Monday thru Friday, full schedule attached

All Fieldhouse Security Service hours are contacted & billed weekly to our clients

2024 Fieldhouse budget for security revenue

Special Events = $54,000

Summer Camp = $14,000

Total = $68,000 or 2,472 total hours

We are working on adding an After School Program that will increase our security service needs for FY 2025

Projected Hour Increase - 900 to 1,200 hours

Program is scheduled for August 2024 - May 2025

The information provided is accurate however changes are likely.

We provide our security service partner with a projected weekly schedule1 week in advance of the scheduled event and follow up with a confirmed schedule on Wednesday of each week prior to the weekend event.

Certificate of Licensure

The Private Security Board Certifies that:

EXCLUSIVE PROTECTION SERVICES LLC

C10486501

Is Duly Licensed as

Investigations / Security Contractor
Armored Car Company / Security Consultant Company
Alarm Company / Courier Company
Locksmith Company / Guard Dog Company
Electronic Access Company / Guard Company
Private Investigation Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 02/28/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

EXHIBIT "A"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/2024

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

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

PRODUCER	CONTACT NAME: Certificate Department
El Dorado Insurance Agency, Inc. El Dorado Sec Srvs Ins Agy 3673 Westcenter Drive Houston TX 77042	PHONE (A/C, No, Ext): (713) 521-9251 FAX (A/C, No): (713) 521-0125 E-MAIL ADDRESS: certificates@eldoradoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Clear Blue Specialty Insurance Company	22328
INSURER B: Texas Mutual Insurance Company	22945
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Exclusive Protection Services LLC, 8035 E R. L. Thornton Fwy, Suite 264, Dallas TX 75228

COVERAGES **CERTIFICATE NUMBER:** CERTIFICATE (03/21) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			WCSE-CGL-0000891-01	7/19/2024	7/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0002045083	6/8/2024	6/8/2025	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

chris.brown24@yahoo.com

City Of Duncanville
203 E Wheatland Rd,
Duncanville, TX 75116

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./TWICKE

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EXHIBIT "A"

Exhibit B – Conflict of Interest Form

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

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

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

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

Each number below corresponds with the number on FORM CIQ:

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

EXHIBIT "A"

Duncanville
City of Champions

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

5 James Lewis — Signature of vendor doing business with the governmental entity

8/6/2024 — Date

EXHIBIT "A"

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(a) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

EXHIBIT "A"

Exhibit D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, James Lewis (Person name), the undersigned representative of (Company or Business name) Exclusive Protection Services, LLC (hereafter referred to as 'Company') do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

8/6/2024
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

EXHIBIT "A"

Exhibit E– Service Provider Verification Form

For the City of Duncanville, Texas Agreements

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

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

Do Not Apply — 8/6/2024

Federal Work Authorization User Identification Number — Date of Authorization

Service Provider: Project:

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

Executed on_____, 20___, in_____(city),_____(state).

8/6/2024

BY: Service Provider Authorized Officer or Agent — Date

James Lewis

Printed Name and Title of Authorized Officer or Agent

EXHIBIT "A"

Duncanville
City of Champions

Do Not Apply

Exhibit H – CERTIFICATION REGARDING LOBBYING

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Do Not Apply

James Lewis
_____
Signature of Contractor's Authorized Official

James Lewis
_____
Printed Name and Title of Contractor's Authorized Official

8/6/2024
_____
Date

Duncanville
City of Champions

EXHIBIT "A"

Approved by OMB 0348-00

Disclosure of Lobbying Activities

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

Do Not Apply

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application _____ b. initial award c. post-award	a. initial filing _____ b. material change

Name and Address of Reporting Entity: _____Prime _____Sub awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Jamie Lewis **Title:** Owner **Telephone No.:** 2148811886 **Date:** 8/6/2024
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

EXHIBIT "A"

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

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

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

The CONTRACTOR shall:

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

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

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a Resolution authorizing the expenditure for field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies with Ewing Irrigation Products Inc. through BuyBoard Contracts #705-23 and #706-23 with an estimated yearly amount of $25,000.00 over a five-year period amounting to $125,000.00 with an additional appropriation of $18,750.00 as 15% contingency for a total amount not to exceed $143,750.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation
Bart Stevenson, Director of Parks and Recreation
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:

Ewing Irrigation & Landscape Supply has a long-standing history of serving as the largest family-owned supplier of landscape and irrigation products in the United States. For several years, Ewing Irrigation Products, Inc. has been a trusted partner for the City of Duncanville, providing essential irrigation solutions to meet the city's needs.

With a local store front conveniently located less than a mile from the Municipal Service Center, Ewing has demonstrated a commitment to the community, offering a readily accessible resource for irrigation supplies. Their extensive range of products encompasses irrigation supplies, water-efficient solutions, sustainable landscaping options, and more, making them a one-stop-shop for the department's irrigation requirements. Ewing's dedication extends beyond product supply, as they offer industry-leading training classes and events tailored to professionals in various industries, including landscaping and irrigation. By leveraging Ewing's expertise and continued support, the City of Duncanville ensures reliable and efficient irrigation systems, contributing to the well-being and sustainability of the community.

POLICY EXPLANATION:
The field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies are available from Ewing Irrigation Products Inc. through BuyBoard Contracts #705-23 and #706-23. Should the BuyBoard contract expire and not be renewed during the five-year period, staff will seek an alternative contract for Council consideration.

A 15% contingency for anticipated increased needs, along with price increases, is added for a total amount not to exceed $143,750 over a five-year period.

FUNDING SOURCE:

ORG and Object Number
01044600-700230 – Park Maintenance Miscellaneous Supplies

Available Budget	**Purchase Amount**	**After Encumber**
FY 2025 $37,350.00	FY 2025 $25,000.00	FY 2025 $12,350.00

ACTION ALTERNATIVES:
1. Approved funding in the estimated yearly of $25,000.00 over a five-year period amounting to $125,000.00 with an additional appropriation of $18,750.00 as 15% contingency for a total amount not to exceed $143,750.00. for field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies with Ewing Irrigation Products Inc.
2. Do not provide funding for field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies with Ewing Irrigation Products Inc.
3. Other actions as directed by Council.

ATTACHMENTS:
705-23 Ewing Irrigation Products, Inc. through May 31, 2025
706-23 Ewing Irrigation Products, Inc. through May 31, 2025
Resolution No. - 2024-297 - Irrigation Supplies with Ewing Irrigation Products Inc. - Pdf

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

April 21, 2024

Sent via email to: govsales@ewingirrigation.com

Jake Ray
Ewing Irrigation Products, Inc.
3441 E. Harbor Dr.
Phoenix AZ 85034

Re: Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils
BuyBoard Contract 705-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, Contract 705-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

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

April 21, 2024

Sent via email to: govsales@ewingirrigation.com

Jake Ray
Ewing Irrigation Products, Inc.
3441 E. Harbor Dr.
Phoenix AZ 85034

Re: Grounds Maintenance Equipment, Parts, and Supplies
BuyBoard Contract 706-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Grounds Maintenance Equipment, Parts, and Supplies, Contract 706-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

RESOLUTION NO. 2024-297

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE EXPENDITURE FOR FIELD AND TURF IRRIGATION PRODUCTS, LANDSCAPING PRODUCTS, SPECIALTY CONDITIONERS/SOILS, GROUND MAINTENANCE EQUIPMENT, PARTS, AND SUPPLIES WITH EWING IRRIGATION PRODUCTS INC. THROUGH BUYBOARD CONTRACTS #705-23 AND #706-23 WITH AN ESTIMATED YEARLY AMOUNT OF $25,000.00 OVER A FIVE-YEAR PERIOD AMOUNTING TO $125,000.00 WITH AN ADDITIONAL APPROPRIATION OF $18,750.00 AS 15% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED $143,750.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to provide reliable and efficient irrigation systems, contributing to the well-being and sustainability of the community; and

WHEREAS, these systems require a range of products such as irrigation supplies, water-efficient solutions, and sustainable landscaping options; and

WHEREAS, the City of Duncanville has entered into an interlocal cooperative purchasing agreement with BuyBoard; and

WHEREAS, BuyBoard has taken competitive sealed proposals and awarded contract #705-23 for Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils and contract #706-23 for Grounds Maintenance Equipment, Parts, and Supplies to Ewing Irrigation Products, Inc. and;

WHEREAS, A 15% contingency for anticipated increased needs, along with price increases, is added for a total amount not to exceed $143,750 over a five-year period.

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 hereby authorizes the expenditure for field and turf irrigation products, landscaping products, specialty conditioners/soils, ground maintenance equipment, parts, and supplies with Ewing Irrigation Products Inc. through BuyBoard Contracts #705-23 and #706-23 with an estimated yearly amount of $25,000.00 over a five-year period amounting to $125,000.00 with an additional appropriation of $18,750.00 as 15% contingency for a total amount not to exceed $143,750.00, and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Buy Board 724-23 to purchase seven Chevrolet Tahoe Police Pursuit Vehicles to include upfitting and painting in the expenditure amount not to exceed $560,000.00 superseding a previous Resolution authorized by City Council (Resolution No.2024-234).

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Matt Bryant; Director of Public Works
Matthew Stogner; Chief of Police
Adrian Tijerina; Assistant Chief of Police

BACKGROUND/HISTORY:
On March 19, 2024, the City Council approved Resolution 2024-234 to purchase and upfit seven (7) Chevrolet Tahoe Police Pursuit vehicles to replace current patrol vehicles. As of August 27, 2024, Freedom Chevrolet is unable to provide an estimated time of arrival for the seven Tahoes, and it was determined that Chevrolet has not issued Vehicle Identification Numbers (VIN) to any of the vehicles, so they are not in production. This delay is causing our current patrol fleet to be operated well past the recommended service life. The dealer of the Chevrolet Tahoes was advised to cancel the order which was completed.

Police personnel located a dealer who had a quantity of Chevrolet Tahoe Police Pursuit Vehicles on their lot, ready to be delivered. The Tahoes will be upfitted and painted to match our current fleet patrol vehicles in an amount not to exceed $560,000.00. The total cost is approximately $9,000 less expensive than the original proposal that was approved through Resolution 2024-234.

The new vehicles are expected to be delivered upon passage of this resolution. Two other vendors (Freedom Chevrolet and Lake Country Chevrolet) could not provide 2024 Police Pursuit Vehicle Tahoe's and are awaiting 2025 pricing. Caldwell Country Chevrolet was the only vendor with 2024 Chevrolet Tahoe's on their lot that had not been allocated to other entities.

Caldwell Country Chevrolet:
Total – $350,365.00 Per Vehicle – $50,052.14

Dana Public Safety Supply:
Total – $186,892.00 Per Vehicle – $26,698.85

Duncanville Collision Center (Painting):
Total – $18,738.93 Per Vehicle – $2,676.99

Cumulative Totals:
Total – $555,995.93* Per Vehicle – $79,427.99

*Less than 1% factored in for price contingencies

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 to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
415-700885 (Fleet/Equip Rpr/Rplace/Motor Vehicles)

Available Budget	**Purchase Amount**	**After Encumber**
$609,442.81	$560,000.00	$49,442.81

ACTION ALTERNATIVES:
1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-234R - Police Pursuit Vehicles - Pdf

RESOLUTION NO. 2024-234R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF SEVEN CHEVROLET TAHOE POLICE PURSUIT VEHICLES THROUGH BUY BOARD 724-23 FOR THE DISCOUNTED UNIT PRICES BID TO INCLUDE UPFITTING AND PAINTING IN THE EXPENDITURE AMOUNT NOT TO EXCEED $560,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with the Buy Board for products and services; and

WHEREAS, the Buy Board has taken competitive sealed bids and awarded a contract for Chevrolet Tahoe Police Pursuit Vehicles; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a cooperative purchasing agreement to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through Buy Board to include upfitting and painting, in the expenditure amount not to exceed $560,000.00, and authorizes the City Manager to execute the necessary documents related to said expenditures; and

WHEREAS, this Resolution will supersede Resolution 2024-234.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a cooperative purchasing agreement to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through Buy Board to include upfitting and painting in the expenditure amount not to exceed $560,000.00 and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

From: Brandon Truesdale <btruesdale@siddons-martin.com>
Sent: Tuesday, August 27, 2024 4:15 PM
To: Ronald McCarty <RMcCarty@duncanvillepd.com>
Cc: Daniel Aue <daue@siddons-martin.com>
Subject: RE: Order cancel

Good Afternoon Sir,
The Chassis have been canceled as of today at 4:15pm.

Let me know if there are any questions.

Respectfully,

Brandon Truesdale
EVS Sales Lead

1364 E Richey
Houston, TX 77073
Office: 281/892-0485 -- Cell: 832/795-2040
Fax: 281/219-2560
Email: btruesdale@siddons-martin.com
www.siddons-martin.com

From: Ronald McCarty <RMcCarty@duncanvillepd.com>
Sent: Tuesday, August 27, 2024 3:59 PM
To: Brandon Truesdale <btruesdale@siddons-martin.com>
Subject: Order cancel

This email has been sent from outside the organization-Think before clicking on links, opening attachments, or responding

Brandon

Following up on our last conversation, we would like to cancel the Purchase Order for tye 7 Tahoes with upfit that is outstanding. This is due to it being unknown how long before GM would build the vehicles and get them to you. I was able to find vehicles on the ground and am trying to get those approved. I am being asked for documentation showing that the order has been canceled. Could you please provide that documentation.

Thank you

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 724-23

End User:	CITY OF DUNCANVILLE	**Caldwell Rep:**	BEN LAUREANO QUOTE# 82224
Contact:	RON MCCARTY	**Phone:**	979-567-6155
Phone/email:	RMCCARTY@DUNCANVILLEPD.COM	**Date:**	Thursday, August 22, 2024
Product Description:	CHEVROLET TAHOE	**email:**	ben@caldwellcountry.com

A. Bid Series: 20 **A. Base Price:** $ 39,550.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC10706	2024 CHEVROLET TAHOE PPV 4X2	INCL		ALTERNATOR, 220 AMPS	INCL
7X3	LH LED SPOTLAMP, DRIVER	INCL		DUAL BATTERIES	INCL
6J7	FLASHER SYSTEM	INCL		AM/FM/BLUETOOTH	INCL
VK3	FRONT LICENSE PLATE BRACKET	INCL		TRAILERING HITCH PLATFORM	INCL
9C1	POLICE PACKAGE	INCL		REAR VISION CAMERA	INCL
AZ3	SEATS, FRONT 40/20/40 CLOTH	INCL		POWER WINDOW/LOCK	INCL
C6C	GVWR, 7,400 LBS	INCL		DEEP TINT GLASS	INCL
GU5	REAR AXLE 3.23 RATIO	INCL		SKID PLATE, FRONT	INCL
L84	ENGINE, 5.3L V8	INCL		WHEELS, 20" STEEL	INCL
MHS	TRANS, 10-SPEED AUTO	INCL		RUNNING BOARDS	INCL

Total of B. Published Options: $ 9,970.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer		Unpublished Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED		GAZ-WHITE / AVAILABLE STOCK	COLOR / DELIVERY

Total of C. Unpublished Options:

D.	**Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**	$ -
E.	**UPFITTERS:**	
F.	**Manufacturer Destination/Delivery:**	
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
I.	**Contract Price Adjustment:** _____	$ -
J.	**Additional Delivery Charge:** _____ **miles**	$ 475.00
K.	**Subtotal:**	$ 49,995.00
L.	**Quantity Ordered** 7 **x K =**	$ 349,965.00
M.	**Trade in:** _____	
N.	**BUYBOARD FEE PER PURCHASE ORDER**	$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE** ***(PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)***	$ 350,365.00

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	545726-F
Customer No.	DPDTX

Bill To	Ship To
DUNCANVILLE POLICE DEPARTMENT 203 E Wheatland Rd Duncanville, TX 75116 United States	(For Pickup) FORT WORTH 800 Railhead Rd Ste 344 Fort Worth, TX 76106
Contact: RONALD MCCARTY **Telephone:** 972-780-5084 **E-mail:** RMcCarty@duncanvillepd.com	**Contact:** RYAN GARRETT **Telephone:** 817-676-8463 **E-mail:** RGARRETT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/22/24	GROUND	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO DUNCANVILLE POLICE DEPARTMENT Warehouse: FTWO	0.0000	0.00
7	7	N	INFO 2024 Chevy Tahoe Warehouse: FTWO	0.0000	0.00
1	1	N	INFO FRONT OF VEHICLE EQUIPMENT/LIGHTING Warehouse: FTWO	0.0000	0.00
7	7	N	PB57T21HD PG HD PUSH BUMPER 2021+ TAHOE Warehouse: FTWO	425.0000	2,975.00
28	28	N	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: FTWO MOUNT IN PUSH BUMPER TOP CROSSBAR	126.0000	3,528.00
14	14	N	EMPSA05BU-8 SOI, MPWR FASCIA, 4X2, QM, BLK HSG, RED/BLU/WHT Warehouse: FTWO MOUNT ON SIDES OF PUSH BUMPER	171.0000	2,394.00

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Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: FTWO MOUNT BEHIND GRILLE IN BRACKET	171.0000	1,197.00
7	7	N	ETSSVBK07 SOI 2021 TAHOE SPEAKER BRACKET ASSY FOR 2 100J SPEAKER Warehouse: FTWO	30.0000	210.00
7	7	N	EMPLB01GRX-4K7 SOI, MPWR LBAR, 55", RW/RBW/BW, RA/RBA/BA, HK38 Warehouse: FTWO 55"/140cm 10-32 Volt MPOWER 6 INCH LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D08//D08/|D12||D12||D12||T18||D12||D12||D12|\D08\\D08\\ /R_W//R_W/ |R_W||R_W||R_W||RBW||B_W||B_W||B_W| \B_W\\B_W\\ |D08| | SILVER | O |D08| |R_W| | CLEAR | O |B_W| \\D08\\\D08\\ |D12||D12||D12||T18||D12||D12||D12| /D08//D08/ \\R_W\\\R_W\\\R_A||R_A||R_A||RBA||B_A||B_A||B_A||B_A|/B_W//B_W/ Accessories - PNFLBSPLT1, AUTO-DIM Mount - Fixed Height Mount (PMPLBK08) Hook - PNFLBF38 Vehicle - Chevrolet Tahoe (2021-24)	3,019.0000	21,133.00
1	1	N	INFO SIDE OF VEHICEL EQUIPMENT Warehouse: FTWO	0.0000	0.00

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United States

Contact: RONALD MCCARTY
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E-mail: RMcCarty@duncanvillepd.com

Ship To

(For Pickup)
FORT WORTH
800 Railhead Rd Ste 344
Fort Worth, TX 76106

Contact: RYAN GARRETT
Telephone: 817-676-8463
E-mail: RGARRETT@DANASAFETYSUPPLY.COM

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08/22/24	GROUND	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	PMP2BKUMB5-P SOI 21+ TAHOE Under Mirror Bracket Passenger Warehouse: FTWO	24.0000	168.00
7	7	N	PMP2BKUMB5-D SOI 21+ TAHOE Under Mirror Bracket Driver Side Warehouse: FTWO	24.0000	168.00
14	14	N	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: FTWO MOUNT UNDER SIDE MIRROR ON BRACKET	126.0000	1,764.00
14	14	N	PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE Warehouse: FTWO	22.0000	308.00
14	14	N	ESLRL61158 SOI, SL RUNNING, 61", 5MOD, R/B/W, 3CLR/TRIO Warehouse: FTWO SL Running Light, 61" - 5 Module, Tricolor Red/Blue/White NEW BLUEPRINT SL RUNNING LIGHT	308.0000	4,312.00
14	14	N	PMPSAWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: FTWO	12.0000	168.00

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Entered By	Salesperson	Ordered By	Resale Number
Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
14	14	N	EMPSA05C3-8 SOI, MPWR FASCIA, 4X2, STM, BLK HSG, RED/BLU/WHT Warehouse: FTWO MOUNT IN REAR CARGO SIDE GLASS IN SHROUD	171.0000	2,394.00
1	1	N	INFO REAR OF VEHICLE LIGHTING Warehouse: FTWO	0.0000	0.00
7	7	N	PMP1BK003 SOI MPOWER REAR WEDGE KIT FOR PILLAR Warehouse: FTWO	53.0000	371.00
42	42	N	EMPS1QMS4RBA SOI, MPWR FASCIA, 3", QM, BLK HSG, RED/BLU/AMB Warehouse: FTWO MOUNT IN REAR PILLAR KITS	113.0000	4,746.00
14	14	N	EMPSA05BU-8 SOI, MPWR FASCIA, 4X2, QM, BLK HSG, RED/BLU/WHT Warehouse: FTWO MOUNT 1 VERTICALLY EITHER SIDE OF THE LICENSE PLATE	171.0000	2,394.00
14	14	N	EMPS1SLS3J SOI, MPWR FASCIA, 3", STM, BLK HSG, RED/BLU Warehouse: FTWO MOUNT TO THE UNDERSIDE OF THE REAR HATCH. WILL BE VISIBLE ONLY WHEN HATCH IS OPEN	102.0000	1,428.00

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08/22/24	GROUND	QUOTED FREIGHT		NET30

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Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO INTERIOR EQUIPMENT Warehouse: FTWO	0.0000	0.00
7	7	N	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: FTWO MOUNT IN COCKPIT ROOF WITH SWITCH IN CONSOLE	51.0000	357.00
7	7	N	7170-0848-04 GJ, CONSOLE PKG, 2021-23 TAHOE, RMK TAB, 20" Warehouse: FTWO 7170-0848-04, KIT INCLUDES 2021+ Chevrolet Tahoe Wide Body Console (7160-1566) Internal Cup Holder (7160-0846) Side Armrest (7110-1013) Mongoose® XLE 9" Motion Attachment (7160-1216-09) WEIGHT: 40.68 lbs / 18.45 kg HEIGHT: 13.5 in / 34.29 cm WIDTH: 14.54 in / 36.93 cm DEPTH: 28.66 in / 72.8 cm	998.0000	6,986.00
7	7	N	20033 GJ SOI 500 SERIES FACEPLATE Warehouse: FTWO	0.0000	0.00

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Entered By	Salesperson	Ordered By	Resale Number
Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	7160-0322 GJ full faceplate motorola xtl 2500/5000 full size Warehouse: FTWO	0.0000	0.00
7	7	N	3130-0155 GJ 3 BLANK FILLER PLATE Warehouse: FTWO	5.0000	35.00
7	7	N	3130-0153 GJ 1 BLANK FILLER PANEL FOR MCS CONSOLE Warehouse: FTWO	4.0000	28.00
7	7	N	3130-0152 GJ MCS 1/2 BLANK FILLER PANEL Warehouse: FTWO	3.0000	21.00
7	7	N	16298 GJ 4.5" X 2" DEEP W/ KNOCKOUT Warehouse: FTWO	36.0000	252.00
7	7	N	7160-0996-00 GJ MAGNETIC BASE CELL PHONE HOLDER Warehouse: FTWO	36.0000	252.00
7	7	N	7300-0595-06 GJ, PANASONIC TOUGHBOOK DOCKING STATION Warehouse: FTWO Panasonic Toughbook® 55 TrimLine™ Laptop Docking Station, Lite Port, DUAL RF with LIND Auto Power Adapter	1,123.0000	7,861.00

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08/22/24	GROUND	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	ENGSA5100RSP SOI, 500 SERIES PUSHBTN 100W CNTRL, +VOICE PLBK Warehouse: FTWO	816.0000	5,712.00
7	7	N	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: FTWO	343.0000	2,401.00
14	14	N	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: FTWO	175.0000	2,450.00
14	14	N	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: FTWO 18 inch Harness Kit for Remote Node	75.0000	1,050.00
14	14	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: FTWO	38.0000	532.00
7	7	N	HSN4019B MOTOROLA 5W EXTERNAL SPEAKER Warehouse: FTWO MOUNT SPEAKER IN HEADLINER ABOVE CONSOLE	50.0000	350.00

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Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	805-0022-00 STALKER Dual - 2 Antenna Radar System Warehouse: FTWO END USER: MAKE YEAR & MODEL:	2,731.0000	19,117.00
7	7	N	MISC TIGER TOUGH T0612013 DRIVER SEAT, RESPONDER, TAHOI Warehouse: FTWO TIGER TOUGH T0612013 SPECIAL SERVICE TAHOE 2021-2024 TACTICAL DRIVER BUCKET ST-BLK SHIELDTECH BLACK	208.0000	1,456.00
7	7	N	PK1152TAH21 SMC 10XL RP CTD POLY W/EXP MTL WIND COVER Warehouse: FTWO	776.0000	5,432.00
7	7	N	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: FTWO "Dual T-Rail Mount2 Universal XL Handcuff Key Override"	395.0000	2,765.00
7	7	N	DK0100TAH21 SMC 2021 TAHOE BLK TPO DOOR PANELS COVERS OEM PANELS Warehouse: FTWO DK0100TAH21	230.0000	1,610.00

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Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	WK0514TAH21 WINDOW BARRIER VS STEEL VERTICAL Warehouse: FTWO WK0514TAH21	230.0000	1,610.00
7	7	N	QK2023TAH21 SMC #12 EXPANDED METAL W/ SEAT Warehouse: FTWO QK2023TAH21	1,252.0000	8,764.00
7	7	N	AC-21TH-CPMNT-T TROY 2021+ Tahoe tilt-up cargo mount 5-piece system Warehouse: FTWO	740.0000	5,180.00
1	1	N	MISC TROY CP-2DRAWER TWO DRAWER BOX 48.5"Wx22"x11" Warehouse: FTWO CP-2DRAWER 48.5"Wx22"x11" w T Handle 2 drawer	1,696.0000	1,696.00
7	7	N	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: FTWO MOUNT IN HATCH WITH SWITCH IN REAR DRIVER SIDE QUARTER PANEL	51.0000	357.00
7	7	N	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: FTWO	45.0000	315.00

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Printed By: Ryan Garrett

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	545726-F
Customer No.	DPDTX

Bill To	**Ship To**
DUNCANVILLE POLICE DEPARTMENT 203 E Wheatland Rd Duncanville, TX 75116 United States	(For Pickup) FORT WORTH 800 Railhead Rd Ste 344 Fort Worth, TX 76106
Contact: RONALD MCCARTY **Telephone:** 972-780-5084 **E-mail:** RMcCarty@duncanvillepd.com	**Contact:** RYAN GARRETT **Telephone:** 817-676-8463 **E-mail:** RGARRETT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/22/24	GROUND	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: FTWO	50.0000	350.00
7	7	N	GRAPHICS GRAPHICS FOR VEHICLE Warehouse: FTWO GRAPHICs	785.0000	5,495.00
7	7	N	GRAPHICS INSTALL GRAPHICS INSTALL Warehouse: FTWO	550.0000	3,850.00
7	7	N	TINT Vehicle Window Tint Per Customers Specs Warehouse: FTWO LEGAL LIMIT FRONT DRIVER AND PASSENGER WINDOWS 15% REAR SIDES AND BACK GLASS NO WINDSHIELD TINT	400.0000	2,800.00
1	1	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: FTWO THE DEPARTMENT WILL PROVIDE THE FOLLOWING EQUIPMENT FOR INSTALLATION: -AXON CAMERA SYSTEM - MOUNT DVR IN TRUNK TRAY -FLASHLIGHT W/CHARGER (INSTALL ON PASSENGER SIDE OF CONSOLE) -RADIO	0.0000	0.00

Print Date	08/26/24
Print Time	01:51:23 PM
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Printed By: Ryan Garrett

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	545726-F
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Contact: RONALD MCCARTY **Telephone:** 972-780-5084 **E-mail:** RMcCarty@duncanvillepd.com	**Contact:** RYAN GARRETT **Telephone:** 817-676-8463 **E-mail:** RGARRETT@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/22/24	GROUND	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Garrett	RYAN GARRETT FORT WORTH	RONALD McCARTY	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: FTWO LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	450.0000	3,150.00
7	7	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: FTWO	5,500.0000	38,500.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	08/26/24
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Printed By: Ryan Garrett

Subtotal	180,392.00
Freight	6,500.00
Order Total	186,892.00

North Main Auto Painting & Collision Repair

northmainautopainting@gmail.com
1303 N. Main St, Duncanville, TX 75116
Phone: (972) 296-9670

Workfile ID: 7efdf1ac
PartsShare: 87dbnp

Preliminary Estimate

Customer: City Of Duncanville **Job Number:**

Written By: Abel Diaz

Insured:	City Of Duncanville	Policy #:		Claim #:	
Type of Loss:		Date of Loss:		Days to Repair:	0
Point of Impact:					

Owner:
City Of Duncanville

Inspection Location:
North Main Auto Painting & Collision Repair
1303 N. Main St
Duncanville, TX 75116
Repair Facility
(972) 296-9670 Business

Insurance Company:

VEHICLE

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

VIN:	1GNSCLED8PR486891	Interior Color:		Mileage In:	Vehicle Out:
License:		Exterior Color:		Mileage Out:	
State:	TX	Production Date:		Condition:	Job #:

TRANSMISSION	Air Conditioning	AM Radio	Xenon or L.E.D. Headlamps
Automatic Transmission	Intermittent Wipers	FM Radio	Positraction
POWER	Tilt Wheel	Stereo	Lane Departure Warning
Power Steering	Cruise Control	Search/Seek	**ROOF**
Power Brakes	Rear Defogger	Auxiliary Audio Connection	Luggage/Roof Rack
Power Windows	Keyless Entry	**SAFETY**	**SEATS**
Power Locks	Alarm	Drivers Side Air Bag	Cloth Seats
Power Mirrors	Message Center	Passenger Air Bag	3rd Row Seat
Heated Mirrors	Steering Wheel Touch Controls	Anti-Lock Brakes (4)	**WHEELS**
Power Driver Seat	Rear Window Wiper	4 Wheel Disc Brakes	Aluminum/Alloy Wheels
Power Passenger Seat	Telescopic Wheel	Traction Control	**PAINT**
DECOR	Climate Control	Stability Control	Clear Coat Paint
Dual Mirrors	Dual Air Condition	Front Side Impact Air Bags	**TRUCK**
Privacy Glass	Backup Camera	Head/Curtain Air Bags	Trailer Hitch
Console/Storage	Parking Sensors	Communications System	Trailering Package
CONVENIENCE	**RADIO**	Hands Free Device	Running Boards/Side Steps

Get live updates at www.carwise.com/e/4SpVe9

Preliminary Estimate

Customer: City Of Duncanville **Job Number:**

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**HOOD**							
2		Refn	Hood (ALU)					3.2
3			Add for Clear Coat					1.3
4		R&I	R&I hood assy				0.6	
5		R&I	Insulator				0.3	
6	**FENDER**							
7		Refn	RT Fender					2.2
8			Overlap Major Adj. Panel					-0.4
9			Add for Clear Coat					0.4
10		R&I	RT Fender liner w/o Z71, Police, SSV				Incl.	
11		R&I	RT R&I fender assy				2.0	
12		Refn	LT Fender					2.2
13			Overlap Major Adj. Panel					-0.4
14			Add for Clear Coat					0.4
15		R&I	LT Fender liner w/o Z71, Police, SSV				Incl.	
16		R&I	LT R&I fender assy				2.0	
17	**QUARTER PANEL**							
18		Refn	RT Quarter panel					2.7
19			Overlap Major Non-Adj. Panel					-0.2
20	*		Add for Clear Coat					0.5
21		R&I	RT Wheelhouse liner				0.3	
22		Refn	LT Quarter panel					2.7
23			Overlap Major Adj. Panel					-0.4
24	*		Add for Clear Coat					0.5
25		R&I	LT Wheelhouse liner				0.3	
26		Refn	Fuel door					0.5
27			Overlap Minor Panel					-0.2
28	*		Add for Clear Coat					0.1
29		R&I	Fuel door				0.3	
30		R&I	RT Front molding chrome				0.2	
31		R&I	LT Front molding chrome				0.2	
32	**LIFT GATE**							
33		Refn	Lift gate (ALU)					2.4
34			Overlap Major Adj. Panel					-0.4
35	*		Add for Clear Coat					0.4
36		R&I	Lift gate glass GM w/o privacy tint				1.6	
37		R&I	R&I liftgate assy				1.4	
38	**REAR LAMPS**							
39		R&I	RT Tail lamp				0.4	
40		R&I	LT Tail lamp				0.4	

Preliminary Estimate

Customer: City Of Duncanville **Job Number:**

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

41	#	Rpr	ROPE RT QUARTER GLASS		0.2	
42	#	Rpr	ROPE LT QUARTER GLASS		0.2	
			SUBTOTALS	**0.00**	**10.4**	**17.5**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				0.00
Body Labor	10.4 hrs	@	$ 62.00 /hr	644.80
Paint Labor	17.5 hrs	@	$ 62.00 /hr	1,085.00
Paint Supplies	17.5 hrs	@	$ 50.00 /hr	875.00
Subtotal				2,604.80
Sales Tax	$ 875.00	@	8.2500 %	72.19
Grand Total				**2,676.99**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**2,676.99**

MyPriceLink Estimate ID / Quote ID:
1258064532119494656 /

Preliminary Estimate

Customer: City Of Duncanville **Job Number:**

2023 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC21, CCC Data Date 08/16/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

RESOLUTION NO. 2024-234

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH FREEDOM CHEVROLET TO PURCHASE SEVEN CHEVROLET TAHOE POLICE PURSUIT VEHICLES THROUGH HOUSTON-GALVESTON AREA COUNCIL CONTRACT (H-GAC) FS12-23 IN THE EXPENDITURE AMOUNT OF $569,785.00, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations; and

WHEREAS, Houston-Galveston Area Council (H-GAC) has taken sealed bids for General Purpose, Emergency & Autonomous Vehicles, and a contract was awarded to Freedom Chevrolet through Siddons-Martin Emergency Group; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the H-GAC Cooperative Purchasing Program; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with Freedom Chevrolet to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through H-GAC Contract FS12-23 in the expenditure amount of $569,785.00, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Freedom Chevrolet to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through H-GAC Contract FS12-23 in the expenditure amount of $569,785.00, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of March, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a resolution authorizing a Professional Services Agreement with TodoVerde, LLC to provide IT infrastructure and network support in an amount not to exceed $442,700 for a total of $494,769, inclusive of payment owed for work already performed.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
IT infrastructure issues, coupled with staffing shortages in the IT Department, created an immediate need to procure third-party services to ensure the continued functionality of the City's network and other IT infrastructure. TodoVerde, LLC was procured and immediately took steps to restore critical components of the City's infrastructure. The invoices attached ($52,069) to the resolution are for services already performed by TodoVerde as those services were needed for emergency repairs. Additional repairs and network solutions are needed ($442,700) to make changes to the network and install needed equipment.

POLICY EXPLANATION:
Council is being asked to approve an agreement with TodoVerde to continue providing much needed assistance. Through the agreement, TodoVerde will also work to ensure that our IT infrastructure is secure and that it will continue to function without disruption.

FUNDING SOURCE:

ORG and Object Number
75800001 - 708102 (ARPA)

Available Budget	Purchase Amount	After Encumber
$658,454	$494,769	$163,685

ACTION ALTERNATIVES:

1. Do not approve the agreement with TodoVerde.
2. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-322 - IT and Network Services - TodoVerde, LLC

RESOLUTION NO. 2024-322

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TODOVERDE, LLC, TO PROVIDE IT INFRASTRUCTURE AND NETWORK SUPPORT IN AN AMOUNT NOT TO EXCEED $494,769 INCLUSIVE OF PAYMENT OWED FOR WORK ALREADY PERFORMED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staffing shortages and failures to critical parts of the City's IT infrastructure necessitated the need to immediately procure IT support services; and,

WHEREAS, critical updates to the City's IT infrastructure are still needed and these solutions require the continued partnership with a third party; and,

WHEREAS, TodoVerde, LLC has been assisting the City's IT staff and are uniquely qualified to provide the needed solutions to ensure the City's IT infrastructure is secure and functions without disruption.

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 hereby approves a Professional Services Agreement with TodoVerde, LLC to provide IT infrastructure and network support in an amount not to exceed $494,769, inclusive of payment owed for work already performed, attached hereto as "Exhibit A,"; and

SECTION 2. The City Manager is hereby authorized to execute the necessary documents related to said agreement.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this agreement be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this agreement as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 4. That this Resolution shall take effect immediately from and after its passage and the publication of the caption of said Resolution, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

TodoVerde

Statement of Work
Prepared for: Doug Finch

City of Duncanville

Duncanville
City of Champions

Data Center Core Switching/Internet Edge

Exhibit A

In this proposed engagement, TodoVerde will provide City of Duncanville with this SOW (scope of work) to help city install, configure core switching with segmentation and security. TodoVerde will also install and configure Internet Edge Firewalls with proper network segmentation, VPN Services and Unified Threat Management for security.

Project Activities

- Verify Design and implementation strategy to limit downtime at Corporate HQ.
- Remote troubleshooting of configuration Core Cisco 9300 Switches. and Access Cisco 9200 Switches with connectivity back to Core 9300.
- Remote configuration and setup Core Arista Switches at Remote Data Center
- Remote Configuration of Internet Edge at Corporate HQ to support dual internet providers.
- Remote setup of Internet Edge at Remote Data Center to support Data Center Internet
- Setup firewalls connect to Azure via Azure VPN gateway for cloud services.

Project Scope and Phases

Phase 1: Information Gathering

1. Meet with Duncanville executive team about design proposed by TodoVerde.
2. Identify all required information for components including but not limited to:
    a. City of Duncanville Core Network from Layer 2 and Layer 3 perspective.
    b. City of Duncanville current Internet edge design
    c. Verify any L2L or Remote VPN over internet edge services.
    d. Locate and discuss any issues occurring across the environment.
    e. Discuss migration strategy for Corporate HQ and Remote DC core routing.
    f. Discuss migration strategy for Corporate HQ and Remote DC internet Edge services.
    g. Discuss migration of Azure VPN to Corporate HQ Firepower Firewall

h. Discuss initial setup of Azure VPN to Remote DC Firepower Firewall.

Phase 2: Installation and Configuration

1. Install new internet Edge and Core Switches at City Hall in parallel to the current network.
2. Install new WIFI system with new equipment for PD Segmentation and proper Wi-Fi Services
3. Standup Radius Authentication via ForitiAuthenticator
4. Update authentication on Wi-Fi for internal services via 802.1X with AD user ID and Password and move away from shared WPA Key.
5. Setup proper guest services with segmentation and limitation on bandwidth used.
6. Configure new network equipment to inter-connect old with new for transition services.
7. Migrate PD Access and Servers to new equipment first to provide segmentation for CJIS compliancy
8. Setup VPN services with MFA and migrate PD for remote access to new Firewalls.
9. Map City Data Center cabling for migration to new equipment to limit the downtown during migration
10. Install and migrate all remote locations except FS1 to new infrastructure and migration connection to city hall to new network
11. Configure during migration of each location to new network while maintaining connectivity to old network
12. Setup Wi-Fi to meet new requirements at each remote location and bring into network under proper security policy.
13. Work on bringing FS1 up on L2L VPN services while working out the connection with ATT over EPL fiber.
14. Migrate City Hall Access and Data Center after proper mapping this is to include re-cabling each connection in data center.

City of Duncanville Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the TodoVerde Customer Agreement and are to be provided at no charge to TodoVerde. TodoVerde's performance is predicated upon the following responsibilities being fulfilled by the Customer.

General Responsibilities

- Provide full access to all the Customer locations as required under this SOW
- Communicate with proper Customer personnel about the work to be performed and obtain their approval if necessary for any outages involved.
- Inform TodoVerde of any change in network requirements.
- Customer must work with TodoVerde on aggressive schedule to meet the implementation timelines

Project Management:

Prior to the start of this SOW under the Agreement, the Customer will appoint a person, called the Customer Project Manager, to whom TodoVerde communications will be addressed and who has the authority to act for the Customer in all aspects of the Scope of Work.
The Customer Project Manager's responsibilities include:

1. Provide liaison between all project participants.
2. Manage the Project Change Control Procedure for the Customer.
3. Obtain and provide information, data, decisions, and approvals, within three (1) working day of TodoVerde's request unless the Customer and TodoVerde agree to an extended response time.
4. Help resolve project issues and escalate issues within the Customer organization, as necessary.
5. Permit posting of any notifications required by applicable law for Services provided at Customer locations.

Space, Facilities and Utilities

Provide centralized and secure staging work area and facilities for performing the necessary staging and configuration of the TodoVerde provided equipment. Provide installation facilities for TodoVerde provided equipment. The Customer is responsible for space allocation, HVAC, and electrical considerations. The Customer is responsible for providing the power, light, and water necessary for this project's performance.

Security and Laws

The Customer will identify and make the interpretation of any applicable federal, state, and local laws, regulations, and statutes to see that the services provided by TodoVerde comply.

Exclusions from this SOW

1. TodoVerde is not responsible under this SOW for the identification or correction of any existing safety and/or code violations, whether federal, state, or local, including but not limited to fire and electrical codes. If TodoVerde should discover any safety and/or code violations during this project, TodoVerde will notify the Customer of the problem. TodoVerde will not be required to proceed with its work under this SOW until the Customer remedies such violation, nor will TodoVerde be responsible for delays to the work caused by such violation.
2. It is understood by the Customer and TodoVerde that all matters relating to physical construction of new wiring closets/equipment locations and retrofits for existing wiring closets/equipment locations, (general construction build out, HVAC, electrical, lighting, construction permits) is the responsibility of the Customer.

PRICING:

Description	Not to Exceed Price
Onsite installation of Core/Access Switches and Internet Edge Firewalls, Segmentation of Public Safety Network. Add tools for management patch all out of date versions of software in the core and servers, Update all application and migrate applications to stable server cluster and prepare for CJIS audit late September.	**$442,700**

By signing below, you are authorizing the installer to proceed with the tasks in the Scope of Work above at the project pricing listed. In witness hereof the parties have executed this agreement as of the day of _____, 2024

For – City of Duncanville

By: _____

Title: _____

Date: _____

For - TodoVerde LLC

By: _____

Title: _____

Date: _____

Todo Verde LLC
PO Box 2738
Burleson, TX 76097 US
+12145380800
ap@todoverdellc.com

INVOICE

BILL TO
City of Duncanville
Portia Hogg
Duncanville, TX 75116 U.S.A.

SHIP TO
City of Duncanville
Portia Hogg
203 E. Wheatland Rd
Duncanville, TX 75116 U.S.A.

INVOICE	1925
DATE	08/08/2024
TERMS	Net 30
DUE DATE	09/07/2024

PO#
Verbal Portia

SALESMAN
Donavan Thompson

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	DG7GMGF0D5RK	Windows Server 2022 Standard - 16 Core	1	1,069.00	1,069.00
	TIPS Contract #230504	TIPS Contract #230504	1	0.00	0.00

SUBTOTAL	1,069.00
TAX	0.00
TOTAL	1,069.00
BALANCE DUE	**$1,069.00**

Estimate Summary

Estimate Q1947	1,069.00
This invoice 1925	$1,069.00
Total invoiced	1,069.00

Todo Verde LLC
PO Box 2738
Burleson, TX 76097 US
+12145380800
ap@todoverdellc.com

INVOICE

BILL TO	SHIP TO	SHIP DATE	08/20/2024	INVOICE	1948
City of Duncanville	City of Duncanville			DATE	08/20/2024
Douglas Finch	Douglas Finch			TERMS	Net 30
203 E. Wheatland Rd	203 E. Wheatland Rd			DUE DATE	09/19/2024
Duncanville, TX 75116 U.S.A	Duncanville, TX 75116 U.S.A				

PO#	SALESMAN
E-mail Confirmation	Donavan Thompson

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	TV-PRO-SVC-L3 TIPS	Engineering	120	250.00	30,000.00

SUBTOTAL	30,000.00
TAX	0.00
TOTAL	30,000.00
BALANCE DUE	**$30,000.00**

Todo Verde LLC
PO Box 2738
Burleson, TX 76097 US
+12145380800
ap@todoverdellc.com

INVOICE

BILL TO
City of Duncanville
203 E. Wheatland Rd
Duncanville, TX 75116 U.S.A.
Attn: Portia Hogg

SHIP TO
City of Duncanville
203 E. Wheatland Rd
Duncanville, TX 75116 U.S.A.
Attn: Portia Hogg

INVOICE	1888
DATE	07/10/2024
TERMS	Net 30
DUE DATE	08/09/2024

PO#
02240550

SALESMAN
Donavan Thompson

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	TV-PRO-SVC-L3 TIPS	TODOVERDE WITH DESIGN AND INSTALL A HYPER V CLUSTER WITH TWO DOMAIN.	1	21,000.00	21,000.00
	TIPS Contract #230504	TIPS Contract #230504	1		0.00

SUBTOTAL	21,000.00
TAX	0.00
TOTAL	21,000.00
BALANCE DUE	**$21,000.00**

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STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Conduct a Public Hearing on the FY 2024-25 Proposed Budget

Vision Statement:

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

Pillar:

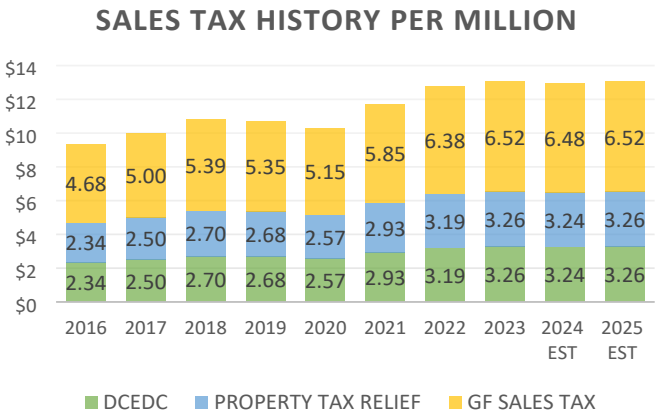
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The FY 2024-25 Proposed Budget will raise more revenue from property taxes than last year by $934,496 or 4.03%. The budget is built on a proposed tax rate of $0.614834 per $100 dollars in value. The average taxable value for a single-family residence in Duncanville for the 2024 tax year is $243,957; an increase of 9.9% from the 2023 tax year. City Council voted in March 2024 to increase the Over-65 and Disabled Homestead Exemption to help alleviate the burden of increasing taxes. Based on the average taxable value of $243,957, the average increase to city-paid taxes is $66.36 for the year. Approximately a quarter, or 30%, of the total tax bill goes to the City to fund operational services such as police and fire services, street and park maintenance, fiscal services, and administration.

Highlights of the FY 2024-2025 Proposed Budget:

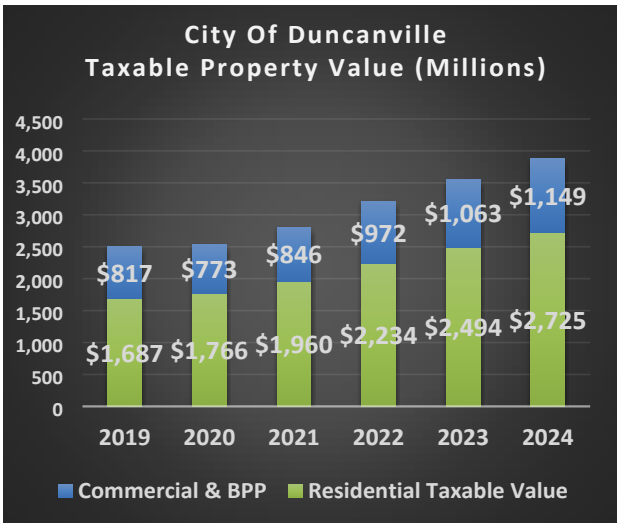
REVENUE OUTLOOK



1. Sales Tax has been trending slightly downward. FY 2025 proposed budget assumes no increase in sales tax revenue. This chart shows the 10-year history. Forty-three percent of Duncanville's collections are from the retail trade segment, such as retail, grocery stores and this segment has been trending less compared to this time last year. The convenience of online shopping continues as "brick and mortar" stores soften. Sales tax is the second largest source of revenue for the General Fund. The proposed budget assumes no increase.

2. Property Tax – the Certified Taxable Values are 8.91% higher than the 2023 certified values. Dallas Central Appraisal District released the certified values on July 25 and Dallas County provided the tax rate calculation on 07/26/24. Property Tax is the largest source of revenue for the General Fund. In March 2024, City Council voted to increase the homestead exemption to $40,000 for Seniors and Disabled. The proposed budget assumes the voter approval rate. This increases revenue by approximately $934,496, or 4.03%, compared to the 2023 adjusted tax levy.

Tax Rate Comparison			
Fiscal Year	Tax Rate	Single-Family Avg Taxable Value	Annual City Tax
2020	$0.743447	$150,870	$1,122
2021	$0.716852	$164,095	$1,176
2022	$0.700000	$173,715	$1,216
2023	$0.650460	$207,110	$1,347
2024	$0.646034	$222,690	$1,438
2025 (EST)	$0.614834	$243,957	$1,500



IMPACT TO THE AVERAGE RESIDENT

SERVICE OF FEE – MONTHLY	*FY 2023-24*	*FY 2024-25 ESTIMATE*	*$$ CHANGE*	*TYPICAL RATE PAYER DEFINED:*
Water & Sewer	$112.28	$120.42	$8.14	Single-family, under 65 residential 6,000 GAL
Garbage	$27.58	$28.96	$1.38	Single-family curbside
Drainage	$3.50	$5.00	$1.50	
TOTAL UTILITIES	**$143.36**	**$154.38**	**$11.02**	
Property Tax (City Portion)	$119.89	$124.99	$5.10	2023 SFR - $222,690 2024 SFR - $243,957
TOTAL MONTHLY IMPACT	**$263.25**	**$279.37**	**$16.12**	
Annual Property Tax Impact	$1,438.68	$1,499.93	$61.25	

- Water and Sewer rates based on the third year of the five-year rate increase model Ordinance 2230R passed August 16, 2022.
- Garbage collection fees based on projected 5.4% CPI increase to the City's garbage collection contract. 5% increase projected to pass along to customers.
- Increase stormwater fee to $5.00 a month, from $3.50 per month.
- The average taxable value, as used above, includes all residential parcels with all eligible exemptions included. The city tax using the average market value of $304,507 (and assuming no exemptions) equates to approximately $104 more a year or $8.67 more a month. The average market value increased 11.3% compared to 2023.

STRATEGIC HIGHLIGHTS - EXPENDITURES

Re-Imagine High Quality of Life

- Grow special events and invest in the arts
- $365,000 was moved from General Fund support to Economic Development oversight and support to grow events to signature, destination events
- $105,000 projected support toward the Arts Commission events
- Establish a K9 Unit - $110,000 and purchase additional FLOCK cameras
- Continue support of city-wide beautification through Economic Development funds - $240,519

Emphasize Government Accountability, Customer Service, Efficiencies

- Continue to invest in competitive wages and benefits - $1.1 million increase compared to FY24 Adopted Budget across all funds
  - 2% COLA and up to 1% merit for eligible employees
  - 100% city paid employee only dental as a strategy to offset the 18% increase in rates and to save 1% on the medical rates to bundle
- Continue to participate with and support regional partnerships and sevices - $2.1 million for dispatch, animal, and jail services

Promote Development and Redevelopment
Develop Infrastructure Improvement Strategy

- Continue to invest in businesses with redevelopment incentives - $2.2 million
- $150,000 for updated Comprehensive Plan, a 12-month process
- Automated Metering Infrastructure and focus on Service Center renovations
- Update Utility Master Plans
- Facilities Conditions Assessment to develop long-term CIP planning
- Invest $1.4 million toward the Duncanville Fieldhouse HVAC and roof replacement

Advance the Marketing Strategy of the CIty and Community Engagement Plan

- $6,000 in afterhour service to expand non-emergency coverage. Currently only available for Utilities
- $65,000 for newsletter publications, enhanced social media monitoring tool, email news blasts, and website management
- $125,000 from Economic Development for sponsorships
- $20,880 for media mixers, improved meeting and event signage, City Hall open house, and promotional items

REMAINING DATES

• September 3, 2024	Budget Public Hearing at regular meeting
• September 5, 2024	Budget Workshop with Council (added on 08-06-24)
• September 17, 2024	Public hearing on Tax Rate, Adoption of Budget and Tax Levy

POLICY EXPLANATION:
Per section 102.006 of the Texas Local Government Code, a public hearing on the proposed budget is required and must occur on a date before the date the governing body makes its tax levy. In other words, before Council adopts the Tax Rate. Additionally, the City Charter section 4 requires a public hearing be held on the proposed budget prior to adoption.

There is no action to be taken after the hearing. Council can deliberate the budget and with consensus, give staff direction to make changes as necessary.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
No action is needed.

FY 2024-2025 PROPOSED BUDGET

CONSOLIDATED SUMMARY BY FUND
PROPOSED BUDGET - FY 2024-2025

FUND	NEW REVENUE	FUND BALANCE RESOURCES	EXPENSES	NET REVENUE
001 - GENERAL FUND	$41,810,060	$507,461	($42,317,521)	$0
002 - WATER/SEWER UTILITY FUND	22,847,537	0	(22,163,817)	683,720
005 - DEBT SERVICE FUND	1,515,556	0	(1,486,056)	29,500
008 - COMPREHENSIVE SELF INSURANCE	560,025	24,975	(585,000)	0
010 - HOTEL TAX FUND	923,000	1,706,370	(2,629,370)	0
012 - ECONOMIC DEVELOPMENT	3,681,897	1,148,255	(4,830,152)	0
013 - GRANT FUND	204,675	10,707	(215,382)	0
015 - DRAINAGE FUND	1,050,000	0	(931,818)	118,182
017 - UTILITY CAPITAL PROJECTS	5,250,000	0	(5,168,719)	81,281
018 - UTILITY METER REPLACEMENT FUND	0	0	(0)	0
019 - SANITATION FUND	4,829,413	0	(4,809,448)	19,965
020 - STREET/ALLEY CIP FUND	100,000	0	(50,000)	50,000
024 - PARK CAPITAL IMPROV FUND	0	3,484,054	(3,484,054)	0
025 - ALLEY IMPROVEMENT FUND	200,000	253,408	(453,408)	0
026 - CAPITAL IMPROVEMENT PROJ FUND	0	3,897,200	(3,897,200)	0
032 - INFO TECH REPAIR/REPLACE FUND	0	0	(0)	0
033 - TAX INCREMENT FINANCING FUND	172,198	0	(2,750)	169,448
041 - ONE-TIME PROJECTS	0	0	(0)	0
050 - POLICE FORFEITURE/SEIZURE FUND	36,800	529,700	(566,500)	0
215 - PEG FUND	45,000	5,000	(50,000)	0
225 - COURT SECURITY FUND	8,000	0	(0)	8,000
230 - JUVENILE CASE MANAGER FUND	8,000	0	(7,500)	500
235 - COURT TECHNOLOGY	7,500	0	(250)	7,250
401 - FURNITURE REPLACEMENT FUND	0	25,000	(25,000)	0
405 - FACILITY REPAIR/RENOVATE FUND	0	0	(0)	0
410 - IT REPAIR/REPLACEMENT FUND	0	132,275	(132,275)	0
415 - FLEET/EQUIP REPR/REPLACE FUND	1,026,814	0	(1,025,000)	1,814
420 - SWAT REPLACEMENT FUND	83,000	0	(36,000)	47,000
456 - FIELDHOUSE	2,140,650	0	(2,027,388)	113,262
758 - AMERICAN RESCUE PLAN	0	500,000	(500,000)	0
TOTALS	**$86,500,125**	**$12,224,405**	**(97,394,608)**	**$1,329,922**

FY 2024-2025 PROPOSED BUDGET

CONSOLIDATED FUND SUMMARY
BY REVENUE AND EXPENDITURE TYPE
PROPOSED BUDGET - FY 2024-2025

NEW REVENUES	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25	% CHANGE OVER ADOPTED
50 - PROPERTY TAXES	$19,946,026	$21,759,884	23,393,424	23,393,424	$24,454,564	4.54%
51 - SALES & OTHER TAXES	13,769,554	14,425,587	14,528,864	14,528,864	14,154,629	-2.58%
52 - PERMITS & LICENSES	658,969	641,662	647,500	647,500	671,500	3.71%
53 - FINES & FEES	334,935	334,209	377,600	377,600	341,100	-9.67%
54 - INTERGOV REVENUES	3,008,750	5,246,222	1,431,111	5,131,312	588,210	-58.90%
55 - INTEREST	265,152	3,432,411	87,000	1,214,837	1,505,600	1630.57%
56 - FRANCHISE FEE REV	2,076,107	2,247,572	2,080,000	2,080,000	2,060,000	-0.96%
57 - CHARGES FOR SERVICES	25,963,979	26,932,293	28,832,460	28,832,460	30,976,673	7.44%
58 - TRANSFER FROM FUNDS	15,777,169	10,976,894	6,345,488	9,345,488	9,460,308	49.09%
59 - OTHER SOURCES	2,782,782	2,642,276	6,931,636	2,431,636	2,287,541	-67.00%
TOTAL RECURRING REVENUES	**84,583,424**	**88,639,011**	**84,655,083**	**87,983,121**	**86,500,125**	**2.18%**
USE OF FUND BALANCE RESOURCES			13,235,646	17,560,702	12,224,405	
TOTAL RESOURCES			**$97,890,729**	**$105,543,824**	**$98,724,529**	
EXPENSES						
60 - SALARY AND BENEFITS	$25,378,465	$27,224,669	30,314,473	30,032,253	$31,419,935	3.65%
72 - SUPPLIES & MATERIALS	2,382,050	2,725,064	4,747,521	4,119,506	4,200,322	-11.53%
73 - CONTRACT & PROF SVCS	22,085,590	21,763,193	24,506,302	26,309,828	25,512,106	4.10%
74 - MAINT & REPAIR SVCS	1,115,033	1,645,715	2,284,189	2,339,509	2,098,649	-8.12%
75 - UTILITIES	1,027,989	1,038,079	1,251,864	1,251,864	1,245,196	-0.53%
76 - CAPITAL OUTLAY	8,965,682	19,818,222	18,991,663	21,574,435	16,742,481	-11.84%
77 - DEBT SERVICES	1,564,274	2,120,086	2,020,481	2,020,481	2,024,506	0.20%
78 - TRANSFER TO FUNDS	16,820,077	12,188,337	7,525,176	10,502,920	10,487,122	39.36%
79 - OTHER FINANCING USES	2,217,108	1,070,830	3,361,974	4,503,467	3,664,290	8.99%
TOTAL EXPENDITURES	**81,556,267**	**89,594,195**	**95,003,643**	**102,654,264**	**97,394,608**	**2.52%**
NET REVENUE OVER / (UNDER) EXPENDITURES	**$3,027,157**	**($955,184)**	**$2,887,086**	**$2,889,559**	**$1,329,922**	
BEGINNING FUND BALANCE		***$80,063,911***	***$42,932,681***	***$79,108,727***	***$81,998,286***	
ENDING FUND BALANCE PROJECTED	***$80,063,911***	***$79,108,727***	***$32,584,121***	***$81,998,286***	***$83,328,208***	

* Ending Fund Balance is the audited ending fund balance for General Fund for FY 2022

FY 2024-2025 PROPOSED BUDGET

001 - GENERAL FUND SUMMARY
PROPOSED BUDGET 2024-2025

REVENUES	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25	% CHANGE OVER ADOPTED
50 - PROPERTY TAXES	$18,615,957	$20,848,904	$21,909,710	$21,909,710	$22,939,008	4.70%
51 - SALES & OTHER TAXES	9,762,501	9,957,104	10,251,648	10,251,648	9,951,222	-2.93%
52 - PERMITS & LICENSES	658,969	641,662	647,500	647,500	671,500	3.71%
53 - FINES & FEES	307,033	304,604	350,100	350,100	313,600	-10.43%
54 - INTERGOV REVENUES	173,031	328,640	347,861	347,861	350,810	0.85%
55 - INTEREST	153,562	2,347,008	67,700	1,135,151	1,400,000	1967.95%
56 - FRANCHISE FEE REV	1,857,149	1,907,778	1,755,000	1,755,000	1,785,000	1.71%
57 - CHARGES FOR SERVICES	1,331,227	1,052,982	1,147,200	1,147,200	1,214,000	5.82%
58 - TRANSFER FROM FUNDS	2,715,192	2,904,293	2,795,905	2,795,905	2,715,670	-2.87%
59 - OTHER SOURCES	725,175	611,563	448,250	448,250	469,250	4.68%
TOTAL RECURRING REVENUES	**36,299,795**	**40,904,538**	**39,720,874**	**40,788,325**	**41,810,060**	**5.26%**
USE OF FUND BALANCE			862,511	478,413	**507,461**	
TOTAL RESOURCES	36,299,795	40,904,538	40,583,385	41,266,738	**$42,317,521**	

EXPENSES	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25	% CHANGE OVER ADOPTED
60 - SALARY AND BENEFITS	$21,733,997	$23,635,349	$26,199,314	$25,972,094	$27,261,578	4.05%
72 - SUPPLIES & MATERIALS	1,422,519	1,730,457	2,140,346	2,209,813	2,866,574	33.93%
73 - CONTRACT & PROF SVCS	7,149,134	6,297,588	7,725,081	8,488,330	7,745,791	0.27%
74 - MAINT & REPAIR SVCS	694,756	1,278,841	1,743,685	1,758,674	1,517,745	-12.96%
75 - UTILITIES	814,417	842,127	981,857	981,857	998,711	1.72%
76 - CAPITAL OUTLAY	155,714	168,972	153,458	267,578	169,100	10.19%
77 - DEBT SERVICES	60,129	0	0	0	0	0.00%
78 - TRANSFER TO FUNDS	2,198,589	1,670,960	1,143,674	1,121,418	1,066,425	-6.75%
79 - OTHER FINANCING USES	376,030	428,827	495,970	466,974	691,598	39.44%
TOTAL EXPENDITURES	**34,605,285**	**36,053,122**	**40,583,385**	**41,266,738**	**42,317,521**	**4.27%**
NET REVENUE OVER / (UNDER) EXPENDITURES	**$1,694,511**	**$4,851,416**	**$0**	**$0**	**$0**	
BEGINNING FUND BALANCE		**$16,963,772**	**$17,461,689**	**$21,815,188**	**$21,336,775**	
ENDING FUND BALANCE PROJECTED	**$16,963,772**	**$21,815,188**	**$16,569,178**	**$21,336,775**	**$20,829,314**	
Targeted Reserve - 60 Days (16%)		$5,926,541		$6,783,573	$6,956,305	
Excess Amount Over Reserve		$15,888,647		$14,553,202	$13,873,009	

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

001 - GENERAL FUND
PROPOSED BUDGET 2024-2025
Revenues By Detailed Category

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
50 - PROPERTY TAXES					
501101 - CURRENT TAXES	18,431,915	20,447,149	21,619,710	21,619,710	22,689,008
501102 - DELINQUENT TAXES	107,831	292,899	145,000	145,000	150,000
501103 - PENALTIES AND INTEREST	76,211	108,856	145,000	145,000	100,000
TOTAL	**$18,615,957**	**$20,848,904**	**$21,909,710**	**$21,909,710**	**$22,939,008**
51 - SALES & OTHER TAXES					
501201 - STATE SALES TAX CITY PORTION	6,411,693	6,560,814	6,768,432	6,768,432	6,560,815
501202 - SALES TAX PROPERTY TAX RELIEF	3,205,846	3,280,407	3,384,216	3,384,216	3,280,407
501204 - ALCOHOLIC BEVERAGE TAX	144,962	115,882	99,000	99,000	110,000
TOTAL	**$9,762,501**	**$9,957,104**	**$10,251,648**	**$10,251,648**	**$9,951,222**
52 - PERMITS & LICENSES					
502101 - BUILDING PERMITS	320,636	312,673	350,000	350,000	350,000
502102 - ELECTRICAL PERMITS	34,548	43,535	27,000	27,000	35,000
502103 - SOLICITOR LICENSES	1,425	825	500	500	500
502106 - SIGN PERMITS	22,223	22,827	18,000	18,000	20,000
502108 - HEALTH FOOD INSPECTION FEES	76,754	62,105	75,000	75,000	71,000
502109 - PLUMBING AND AC PERMITS	59,767	52,825	60,000	60,000	60,000
502111 - ZONING & SPEC USE PERMIT	13,750	18,275	12,000	12,000	15,000
502114 - RENTAL PROPERTY REGISTRATION	60,280	58,405	55,000	55,000	55,000
502120 - ALARM PERMITS	64,147	65,793	45,000	45,000	60,000
502122 - POOL OR SPA INSPECTION FEE	5,440	4,400	5,000	5,000	5,000
TOTAL	**$658,969**	**$641,662**	**$647,500**	**$647,500**	**$671,500**
53 - FINES & FEES					
502107 - WRECKER AND STORAGE FEES	0	67	0	0	0
503101 - MUNICIPAL COURT FINES	229,286	240,101	275,000	275,000	250,000
503102 - COURT RELATED FEES	60,720	52,975	60,000	60,000	50,000
503103 - SCHOOL CROSSING FEES	2,514	2,590	2,500	2,500	2,500
503201 - LIBRARY FINES	6,777	7,362	5,000	5,000	6,000
503301 - FALSE ALARM FINES	7,702	1,360	7,500	7,500	5,000
509609 - RETURN CHECK FEES	35	148	100	100	100
TOTAL	**$307,033**	**$304,604**	**$350,100**	**$350,100**	**$313,600**
54 - INTERGOV REVENUES					
504102 - DISD SCHOOL CROSSING GUARDS	54,089	46,800	50,310	50,310	50,310
504103 - DALLAS CNTY CROSSING GUARD REV	32,479	43,897	40,000	40,000	40,000
504109 - REIMB FOR REG EMERG MANAGER	46,946	38,938	147,551	147,551	150,500
507105 - SENIOR MEAL DONATIONS	10	2,566	0	0	0
508201 - FEDERAL GRANTS	0	0	0	0	50,000
508203 - INTERGOV REIMBURSEMENT-CDBG	12,173	60,581	60,000	60,000	60,000
508210 - INTERGOV REIMBURSEMNTS-CARE TM	27,333	135,858	50,000	50,000	0
TOTAL	**$173,031**	**$328,640**	**$347,861**	**$347,861**	**$350,810**
55 - INTEREST					
505101 - INTEREST ON GOVT POOL INVEST	13,427	1,387,770	1,700	525,320	900,000
505103 - CERT OF DEPOSIT INTEREST	19,586	124,067	36,000	102,582	100,000
505106 - MONEY MARKET INTEREST	120,548	835,171	30,000	507,249	400,000
TOTAL	**$153,562**	**$2,347,008**	**$67,700**	**$1,135,151**	**$1,400,000**
56 - FRANCHISE FEE REV					
501301 - FRANCHISE FEE ELECTRIC	1,201,302	1,172,953	1,150,000	1,150,000	1,150,000
501302 - FRANCHISE FEE GAS	479,978	497,139	390,000	390,000	425,000
501303 - FRANCHISE FEE TELEPHONE	46,800	79,123	75,000	75,000	70,000
501304 - FRANCHISE FEE CABLE TV	129,059	158,564	140,000	140,000	140,000
TOTAL	**$1,857,149**	**$1,907,778**	**$1,755,000**	**$1,755,000**	**$1,785,000**

FY 2024-2025 PROPOSED BUDGET

001 - GENERAL FUND
PROPOSED BUDGET 2024-2025
Revenues By Detailed Category

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
57 - CHARGES FOR SERVICES					
502105 - EMERGENCY MEDICAL SERVICE	1,071,428	743,616	900,000	900,000	900,000
507102 - RECREATION FEES	191,074	189,023	200,000	200,000	250,000
507107 - RECREATION CENTER CLASSES	22,915	29,108	16,000	16,000	25,000
507108 - SPECIAL EVENTS	22,831	51,324	16,000	16,000	16,000
507109 - SENIOR CLASS/TRIPS	3,259	6,359	3,000	3,000	3,000
509603 - LIBRARY SERVICE FEES	15,576	26,877	10,000	10,000	17,000
509622 - MOWING LIEN REIMBURSEMENTS	917	1,768	0	0	0
TOTAL	$1,331,227	$1,052,982	$1,147,200	$1,147,200	**$1,214,000**
58 - TRANSFER FROM FUNDS					
598002 - PILOT FEE TZ-CITY WWW UTILITY	543,864	1,724,640	1,542,082	1,542,082	1,409,097
599002 - TRANS FROM UTILITY FUND-002	1,812,876	1,065,393	1,065,393	1,065,393	1,086,766
599010 - TRANS FROM HOTEL FUND-010	55,092	31,268	35,616	35,616	48,236
599012 - TRANS FROM EDC FUND-012	111,060	73,992	145,814	145,814	165,571
599019 - TRANS FROM SANITATION FND-019	192,300	0	0	0	0
599230 - TRANS FROM JUVENILE FUND-230	0	9,000	7,000	7,000	6,000
TOTAL	$2,715,192	$2,904,293	$2,795,905	$2,795,905	**$2,715,670**
59 - OTHER SOURCES					
503202 - LIBRARY DONATIONS	864	44	0	0	0
509101 - SALE OF FIXED ASSETS	0	34,248	0	0	0
509105 - SALE OF MATERIALS	3,756	666	3,750	3,750	3,750
509201 - INSURANCE RECOVERY	0	27,326	0	0	75,000
509601 - MISCELLANEOUS REVENUE	367,630	207,668	100,000	100,000	100,000
509602 - CASH OVER AND SHORT	7,123	936	0	0	0
509604 - POLICE ACCIDENT REPORTS	3,274	3,799	3,500	3,500	3,500
509606 - AUCTION PROCEEDS	0	0	0	0	0
509612 - CITY SERVICES REIMBURSEMENT	43,686	9,001	58,000	58,000	54,000
509613 - WORKERS COMP REIMBURSEMENT	70,043	17,591	45,000	45,000	45,000
509614 - RENTAL OF TOWER	222,132	176,172	225,000	225,000	175,000
509617 - LEASE INCOME-EON	0	120,000	0	0	0
509618 - GAS WELL OIL REVENUE	20,914	11,390	13,000	13,000	13,000
509623 - CLAIM REIMBURSEMENTS	0	1,305	0	0	0
588888 - REVENUE SUSPENSE	0	1,419	0	0	0
TOTAL	$725,175	$611,563	$448,250	$448,250	**$469,250**
TOTAL REVENUE	**$36,299,795**	**$40,904,538**	**$39,720,874**	**$40,788,325**	**$41,810,060**

FY 2024-2025 PROPOSED BUDGET

001 - GENERAL FUND
PROPOSED BUDGET 2024-2025
EXPENSES BY DEPARTMENT

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
0101 - GENERAL GOVERNMENT AND SUPPORT SERVICES					
010110 - MAYOR AND COUNCIL	135,445	138,619	168,082	159,082	168,110
010111 - CITY ADMINISTRATION	750,511	1,008,605	829,356	774,007	945,997
010112 - CITY SECRETARY	340,158	260,839	379,408	354,408	351,245
010113 - HUMAN RESOURCES	418,829	510,846	495,086	537,086	592,143
010114 - INFO TECHNOLOGY	877,793	1,033,747	1,448,337	1,563,915	1,442,719
010115 - PUBLIC INFORMATION OFFICE	187,263	356,005	497,264	497,264	583,207
010116 - PUBLIC LIBRARY	955,216	1,065,756	1,123,899	1,123,899	1,135,433
010117 - CITY MARSHALL DIV	90,451	95,710	120,107	120,107	117,956
TOTAL	$3,755,666	$4,470,126	$5,061,539	$5,129,768	**$5,336,811**
0102 - FISCAL SERVICES					
010220 - FISCAL ADMIN/ACCOUNTING DIV.	609,446	1,026,161	866,447	1,124,471	1,172,181
010223 - MUNICIPAL COURT DIV.	436,821	480,952	538,945	537,945	567,071
010225 - PROCUREMENT OFFICE	183,412	205,449	250,130	243,330	265,447
TOTAL	$1,229,679	$1,712,562	$1,655,522	$1,905,746	**$2,004,699**
0103 - NEIGHBORHOOD AND PLANNING					
010361 - BUILDING INSPECT/PERMITS DIV	518,317	501,827	575,513	641,013	732,830
010364 - PLANNING SERVICES	146,727	165,324	197,080	214,455	233,288
010365 - NEIGHBORHOOD SVCS	405,646	577,859	699,417	609,417	580,496
TOTAL	$1,070,690	$1,245,009	$1,472,010	$1,464,885	**$1,546,614**
0104 - PARKS AND RECREATION					
010440 - PARK AND REC ADMINISTRATION	278,224	275,428	290,023	290,023	305,050
010441 - RECREATION PROGRAMMING	364,108	426,332	487,898	450,212	512,262
010442 - SPECIAL EVENTS	188,341	341,818	331,833	331,833	102,950
010443 - ATHLETIC PROGRAMMING	388,488	471,804	453,123	453,123	535,069
010445 - HORTICULTURE	138,005	137,987	193,996	193,996	208,312
010446 - PARK GROUNDS MAINTENANCE	1,052,962	1,273,108	1,744,209	1,744,209	1,865,673
010449 - SENIOR CENTER	195,877	232,962	238,739	276,425	273,897
TOTAL	$2,606,005	$3,159,440	$3,739,820	$3,739,820	**$3,803,213**
0105 - POLICE					
010550 - POLICE ADMINISTRATION	2,076,062	2,260,664	2,507,292	2,595,192	2,719,242
010551 - PATROL	4,944,825	5,117,954	5,693,004	5,693,004	6,167,656
010552 - CRIMINAL INVESTIGATION	1,564,303	1,531,178	1,642,102	1,557,073	1,743,533
010553 - ANIMAL CONTROL	487,533	545,674	577,993	577,993	586,256
010554 - SCHOOL GUARDS	86,559	104,655	100,620	100,620	100,620
010555 - CRIME PREVENTION	196,488	157,485	168,083	168,083	183,976
010556 - SWAT DIVISION	1,040	93,972	146,049	146,049	174,364
010557 - RECORDS	310,074	362,426	378,642	378,642	408,908
010559 - POLICE SPECIAL SERVICES	414,234	442,814	415,254	412,383	487,913
TOTAL	$10,081,118	$10,616,823	$11,629,039	$11,629,039	**$12,572,468**
0106 - PUBLIC WORKS					
010660 - PUBLIC WORKS ADMIN/ENGINEERING	342,105	475,441	621,263	581,263	558,653
010662 - STREET MAINTENANCE	2,894,212	1,756,461	3,452,237	3,386,237	3,461,990
010663 - TRAFFIC OPERATIONS	1,076,319	1,173,565	1,110,552	1,110,552	1,326,472
010667 - FLEET/EQUIPMENT SERVICES	1,134,757	1,394,398	1,340,941	1,340,941	1,315,795
010668 - BUILDING MAINTENANCE	821,735	837,290	979,330	1,047,330	1,082,428
TOTAL	$6,269,128	$5,637,155	$7,504,322	$7,466,322	**$7,745,337**

FY 2024-2025 PROPOSED BUDGET

001 - GENERAL FUND
PROPOSED BUDGET 2024-2025
EXPENSES BY DEPARTMENT

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
0107 - FIRE					
010770 - FIRE ADMINISTRATION	689,685	643,963	673,422	685,422	675,934
010771 - FIRE PREVENTION	253,141	312,256	355,291	355,291	402,406
010772 - FIRE SUPPRESSION	4,404,554	5,042,217	5,132,258	5,188,258	5,293,634
010773 - ADVANCED LIFE SUPPORT	1,787,283	1,686,466	1,808,383	1,796,383	2,022,507
010775 - EMERGENCY MANAGEMENT ADMIN	131,925	134,003	197,229	197,229	234,623
TOTAL	$7,266,588	$7,818,904	$8,166,583	$8,222,583	**$8,629,104**
0108 - NON-DEPARTMENTAL					
010880 - NON-DEPARTMENTAL	2,226,408	1,393,101	1,144,758	1,558,783	679,276
TOTAL	$2,226,408	$1,393,101	$1,144,758	$1,558,783	**$679,276**
0109 - USE OF FUND BALANCE					
010990 - USE OF FUND BALANCE	100,000	0	209,791	149,791	0
TOTAL EXPENSES	**$34,605,282**	**$36,053,122**	**$40,583,385**	**$41,266,738**	**$42,317,521**

FY 2024-2025 PROPOSED BUDGET

002 - WATER/SEWER UTILITY FUND
PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25	% CHANGE OVER ADOPTED
Revenue						
53 - FINES & FEES	$3,640	$4,270	$4,000	$4,000	$4,000	0.00%
54 - INTERGOV REVENUES	23,733	0	600	600	600	0.00%
55 - INTEREST	16,543	268,328	17,100	17,100	105,100	514.62%
57 - CHARGES FOR SERVICES	18,662,293	19,521,973	21,061,642	21,061,642	22,670,060	7.64%
59 - OTHER SOURCES	320,477	173,992	70,777	70,777	67,777	-4.24%
Revenue Total	**$19,026,685**	**$19,968,563**	**$21,154,119**	**$21,154,119**	**$22,847,537**	**8.01%**
Expense						
60 - SALARY AND BENEFITS	$733,635	$2,027,664	$2,351,735	$2,326,735	$2,416,416	2.75%
72 - SUPPLIES & MATERIALS	308,060	426,083	705,528	665,528	636,704	-9.75%
73 - CONTRACT & PROF SVCS	9,258,438	9,890,983	10,141,222	10,206,222	10,522,103	3.76%
74 - MAINT & REPAIR SVCS	294,618	279,096	391,900	391,900	426,800	8.91%
75 - UTILITIES	91,531	78,032	124,220	124,220	103,352	-16.80%
77 - DEBT SERVICES	96,047	96,047	0	0	0	0.00%
78 - TRANSFER TO FUNDS	7,527,476	8,999,474	5,422,998	8,422,998	8,036,192	48.19%
79 - OTHER FINANCING USES	6,994	11,325	14,450	14,450	22,250	53.98%
Expense Total	**$18,316,800**	**$22,172,571**	**$19,152,053**	**$22,152,053**	**$22,163,817**	**15.73%**
REVENUES OVER/(UNDER) EXPENSES	**$709,885**	**($2,204,008)**	**$2,002,067**	**($997,934)**	**$683,720**	
BEGINNING WORKING CAPITAL BALANCE		***$14,657,302***	***$10,760,534***	***$12,453,294***	***$11,455,360***	
ENDING WORKING CAPITAL BALANCE PROJECTED	***$14,657,302***	***$12,453,294***	***$12,762,600***	***$11,455,360***	***$12,139,080***	
Targeted Reserve - 60 Days (16%)		$3,644,806		$3,641,433	$3,643,367	
Excess Amount Over Reserve		$8,808,488		$7,813,927	$8,495,713	

Ending Fund Balance per FY 22 Annual Financial Report

Working Capital for the purpose of the "fund balance" is Current Assets minus Current Liabilities minus the balance within the Utility CIP Fund. The Annual Report consolidates the 2 funds.

FY 2024-2025 PROPOSED BUDGET

019 - SANITATION FUND
PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
55 - INTEREST	0	0	$500	$500	$500
56 - FRANCHISE FEE REV	139,815	280,860	230,000	230,000	230,000
57 - CHARGES FOR SERVICES	4,007,346	4,343,591	4,456,118	4,456,118	4,598,913
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$4,147,161**	**$4,624,451**	**$4,686,618**	**$4,686,618**	**$4,829,413**
Expense					
78 - TRANSFER TO FUNDS	342,300	150,000	200,000	200,000	200,000
019 - SANITATION NON-ORG Total	**$342,326**	**$150,026**	**$200,000**	**$200,000**	**$200,000**
19011000 - SANITATION ADMIN					
60 - SALARY AND BENEFITS	$60,887	$64,644	$72,393	$72,393	$75,592
72 - SUPPLIES & MATERIALS	1,448	290	298	298	500
73 - CONTRACT & PROF SVCS	3,768,740	3,773,933	4,088,902	4,088,302	4,213,775
74 - MAINT & REPAIR SVCS	0	0	0	0	0
75 - UTILITIES	0	235	356	356	356
76 - CAPITAL OUTLAY	0	0	0	0	0
78 - TRANSFER TO FUNDS	0	0	0	0	0
79 - OTHER FINANCING USES	0	1,182	600	1,200	1,450
19011000 - SANITATION ADMIN Total	**$3,831,076**	**$3,840,284**	**$4,162,549**	**$4,162,549**	**$4,291,673**
19012000 - LITTER CONTROL CREW					
60 - SALARY AND BENEFITS	$214,831	$233,881	$239,688	$239,688	$251,671
72 - SUPPLIES & MATERIALS	12,985	12,507	17,275	17,275	21,035
73 - CONTRACT & PROF SVCS	3,054	3,056	3,655	3,655	15,655
74 - MAINT & REPAIR SVCS	5,224	4,959	10,000	10,000	10,500
76 - CAPITAL OUTLAY	0	0	0	0	0
78 - TRANSFER TO FUNDS	10,620	10,623	17,705	17,705	18,914
79 - OTHER FINANCING USES	0	0	0	0	0
19012000 - LITTER CONTROL CREW Total	**$246,714**	**$265,025**	**$288,323**	**$288,323**	**$317,775**
Expense Total	**$4,420,116**	**$4,255,335**	**$4,650,872**	**$4,650,872**	**$4,809,448**
REVENUES OVER/(UNDER) EXPENSES	**($272,954)**	**$369,117**	**$35,746**	**$35,746**	**$19,965**
BEGINNING WORKING CAPITAL BALANCE		***$565,884***	***$635,552***	***$935,001***	***$970,747***
ENDING WORKING CAPITAL BALANCE PROJECTED	***$565,884***	***$935,001***	***$671,298***	***$970,747***	***$990,711***

Ending Fund Balance per FY 22 Annual Financial Report

Working Capital for the purpose of the "fund balance" is Current Assets minus Current Liabilities.

FY 2024-2025 PROPOSED BUDGET

456 - FIELDHOUSE

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
53 - FINES & FEES	$2	$600	$0	$0	$0
57 - CHARGES FOR SERVICES	1,173,167	1,272,001	1,387,500	1,387,500	1,443,700
58 - TRANSFER FROM FUNDS	515,375	533,775	538,625	538,625	537,950
59 - OTHER SOURCES	123,133	196,816	170,500	170,500	159,000
Revenue Total	**$1,811,676**	**$2,003,192**	**$2,096,625**	**$2,096,625**	**$2,140,650**
Expense					
60 - SALARY AND BENEFITS	$528,904	$569,157	$573,012	$573,012	$622,032
72 - SUPPLIES & MATERIALS	223,142	236,098	292,354	285,354	287,695
73 - CONTRACT & PROF SVCS	378,595	389,940	445,774	452,774	412,144
74 - MAINT & REPAIR SVCS	69,466	44,223	44,754	44,754	48,754
75 - UTILITIES	104,700	100,330	118,564	118,564	115,863
77 - DEBT SERVICES	74,158	540,532	539,125	539,125	538,450
78 - TRANSFER TO FUNDS	3,900	3,900	3,900	3,900	0
79 - OTHER FINANCING USES	1,175	621	2,450	2,450	2,450
Expense Total	**$1,235,724**	**$1,884,801**	**$2,019,933**	**$2,019,933**	**$2,027,388**
REVENUES OVER/(UNDER) EXPENSES	**575,952**	**118,391**	**76,692**	**76,692**	**113,262**
BEGINNING WORKING CAPITAL BALANCE		***($1,873,822)***	***($1,373,554)***	***($1,755,431)***	***($1,678,738)***
ENDING WORKING CAPITAL BALANCE PROJECTED	***($1,873,822)***	***($1,755,431)***	***($1,296,862)***	***($1,678,738)***	***($1,565,476)***

Ending Fund Balance per FY 22 Annual Financial Report

Working Capital for the purpose of the "fund balance" is Current Assets minus Current Liabilities.

FY 2024-2025 PROPOSED BUDGET

010 - HOTEL TAX FUND

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
51 - SALES & OTHER TAXES	$843,213	$1,188,075	$893,000	$893,000	$923,000
55 - INTEREST	0	0	500	500	0
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$843,213**	**$1,188,075**	**$893,500**	**$893,500**	**$923,000**
Expense					
60 - SALARY AND BENEFITS	$38,181	$64,278	$93,654	$93,654	$99,532
72 - SUPPLIES & MATERIALS	0	909	5,150	5,150	7,658
73 - CONTRACT & PROF SVCS	144,984	387,575	700,264	1,033,764	644,459
76 - CAPITAL OUTLAY		0	0	0	1,425,000
78 - TRANSFER TO FUNDS	55,092	31,268	35,616	35,616	449,726
79 - OTHER FINANCING USES	0	0	3,795	3,795	2,995
Expense Total	**$238,257**	**$484,030**	**$838,479**	**$1,171,979**	**$2,629,370**
REVENUES OVER/(UNDER) EXPENSES	**$604,957**	**$704,045**	**$55,021**	**$(278,479)**	**$(1,706,370)**
BEGINNING FUND BALANCE		***$3,336,431***	***$3,399,807***	***$4,040,476***	***$3,761,997***
ENDING FUND BALANCE PROJECTED	***$3,336,431***	***$4,040,476***	***$3,454,828***	***$3,761,997***	***$2,055,627***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

012 - ECONOMIC DEVELOPMENT
PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
51 - SALES & OTHER TAXES	$3,163,839	$3,280,407	$3,384,216	$3,384,216	$3,280,407
55 - INTEREST	724	59,572	0	60,386	0
58 - TRANSFER FROM FUNDS		(0)	(0)	(0)	401,490
Revenue Total	**$3,164,563**	**$3,339,979**	**$3,384,216**	**$3,444,602**	**$3,681,897**
Expense					
12011000 - ECONOMIC DEVELOPMENT ADMIN					
60 - SALARY AND BENEFITS	$293,908	$367,889	$479,809	$479,809	$486,081
72 - SUPPLIES & MATERIALS	48,401	57,068	65,240	65,240	19,250
73 - CONTRACT & PROF SVCS	92,464	105,938	547,011	547,011	552,221
75 - UTILITIES	0	0	100	100	100
76 - CAPITAL OUTLAY	20,524	0	100,000	100,000	0
78 - TRANSFER TO FUNDS	1,212	1,220	3,500	3,500	0
79 - OTHER FINANCING USES	44,184	56,311	57,320	57,320	51,320
12011000 - ECONOMIC DEVELOPMENT ADMIN Total	**$500,693**	**$588,426**	**$1,252,980**	**$1,252,980**	**$1,108,972**
12011800 - BEAUTIFICATION					
60 - SALARY AND BENEFITS	$70,911	$86,181	$82,926	$82,926	$92,733
72 - SUPPLIES & MATERIALS	9,736	8,982	16,369	16,369	22,282
73 - CONTRACT & PROF SVCS	366	3,020	3,190	3,190	4,250
74 - MAINT & REPAIR SVCS	44,088	35,067	85,600	85,600	84,600
75 - UTILITIES	12,614	16,318	23,100	23,100	23,100
76 - CAPITAL OUTLAY	0	0	0	0	0
78 - TRANSFER TO FUNDS	2,568	3,806	6,344	6,344	6,344
79 - OTHER FINANCING USES	4,344	5,289	6,450	6,450	7,210
12011800 - BEAUTIFICATION Total	**$144,628**	**$158,664**	**$223,979**	**$223,979**	**$240,519**
12041000 - ED SPECIAL EVENTS					
60 - SALARY AND BENEFITS		$0	$0	$0	$39,300
72 - SUPPLIES & MATERIALS		0	0	0	93,590
73 - CONTRACT & PROF SVCS		0	0	0	337,500
12041000 - ED SPECIAL EVENTS Total		**$0**	**$0**	**$0**	**$470,390**
12051000 - DEVELOPMENT INCENTIVES					
73 - CONTRACT & PROF SVCS	0	0	0	0	0
76 - CAPITAL OUTLAY	0	0	0	0	0
79 - OTHER FINANCING USES	1,526,222	253,808	2,325,000	2,664,000	2,306,750
12051000 - DEVELOPMENT INCENTIVES Total	**$1,526,222**	**$253,808**	**$2,325,000**	**$2,664,000**	**$2,306,750**
12990100 - NON-DEPARTMENTAL					
77 - DEBT SERVICES	0	0	0	0	0
78 - TRANSFER TO FUNDS	626,435	607,767	684,439	684,439	703,521
12990100 - NON-DEPARTMENTAL Total	**$626,435**	**$607,767**	**$684,439**	**$684,439**	**$703,521**
Expense Total	**$2,797,977**	**$1,608,665**	**$4,486,398**	**$4,825,398**	**$4,830,152**
REVENUES OVER/(UNDER) EXPENSES	**366,586**	**1,731,314**	**($1,102,182)**	**($1,380,796)**	**($1,148,255)**
BEGINNING FUND BALANCE		***$5,380,219***	***$4,740,813***	***$7,111,533***	***$5,730,737***
ENDING FUND BALANCE PROJECTED	***$5,380,219***	***$7,111,533***	***$3,638,631***	***$5,730,737***	***$4,582,482***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

015 - DRAINAGE FUND

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
55 - INTEREST	0	0	$200	$200	0
57 - CHARGES FOR SERVICES	789,946	741,746	780,000	780,000	1,050,000
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$789,946**	**$741,746**	**$780,200**	**$780,200**	**$1,050,000**
Expense					
15000100 - DRAINAGE ADMIN					
60 - SALARY AND BENEFITS	$104,202	$3,174	$146,942	$116,942	$0
72 - SUPPLIES & MATERIALS	10,430	8,051	20,415	20,415	19,735
73 - CONTRACT & PROF SVCS	51,252	62,607	138,653	168,653	151,658
74 - MAINT & REPAIR SVCS	6,880	3,528	8,000	8,000	10,000
75 - UTILITIES	140	109	168	168	215
76 - CAPITAL OUTLAY	0	0	0	0	0
79 - OTHER FINANCING USES	200	0	6,760	6,760	5,210
15050000 - DRAINAGE CIP					
73 - CONTRACT & PROF SVCS	5,832	0	0	250,000	0
76 - CAPITAL OUTLAY	138,614	249,157	785,060	1,918,985	745,000
Expense Total	**$317,550**	**$326,626**	**$1,105,998**	**$2,489,923**	**$931,818**
REVENUES OVER/(UNDER) EXPENSES	**472,396**	**415,120**	**($325,798)**	**($1,709,723)**	**118,182**
BEGINNING FUND BALANCE		***$1,598,060***	***$511,620***	***$2,013,180***	***$303,458***
ENDING FUND BALANCE PROJECTED	***$1,598,060***	***$2,013,180***	***$185,822***	***$303,458***	***$421,640***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

008 - COMPREHENSIVE SELF INSURANCE

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
505101 - INTEREST ON GOVT POOL INVEST	$0	$0	$500	$500	$0
505103 - CERT OF DEPOSIT INTEREST	0	0	0	0	0
514107 - GENERAL FUND CONTRIBUTIONS	379,908	380,332	459,405	459,405	459,405
514108 - UTILITY FUND CONTRIBUTIONS	51,864	51,862	77,093	77,093	77,093
514109 - HOTEL TAX FUND CONTRIBUTIONS	3,552	3,557	0	0	0
514110 - EDC FUND CONTRIBUTIONS	11,628	11,628	1,282	1,282	1,282
514111 - SANITATION FUND CONTRIBUTIONS	8,808	8,812	3,655	3,655	3,655
514112 - DRAINAGE FUND CONTRIBUTIONS	4,740	4,743	0	0	0
514113 - FIELDHOUSE FUND CONTRIBUTIONS	7,116	7,115	18,590	18,590	18,590
Revenue Total	**$467,616**	**$468,049**	**$560,525**	**$560,525**	**$560,025**
Expense					
700446 - INSURANCE PREMIUMS TML	336,534	440,218	450,000	450,000	450,000
700455 - WORKERS COMPENSATION CLAIMS	121,511	39,608	75,000	75,000	75,000
700456 - LIABILITY CLAIMS	94,254	81,591	60,000	60,000	60,000
Expense Total	**$552,299**	**$561,417**	**$585,000**	**$585,000**	**$585,000**
REVENUES OVER/(UNDER) EXPENSES	**($84,683)**	**($93,368)**	**($24,475)**	**($24,475)**	**($24,975)**
BEGINNING FUND BALANCE		***$678,276***	***$435,169***	***$584,908***	***$560,433***
ENDING FUND BALANCE PROJECTED	***$678,276***	***$584,908***	***$410,694***	***$560,433***	***$535,458***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

013 - GRANT FUND

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
54 - INTERGOV REVENUES	$208,378	$183,086	$204,850	$426,975	$200,000
56 - FRANCHISE FEE REV	61,866	0	0	0	0
58 - TRANSFER FROM FUNDS	0	0	0	0	0
59 - OTHER SOURCES	2,817	4,058	4,675	4,675	4,675
Revenue Total	**$149,329**	**$187,143**	**$209,525**	**$431,650**	**$204,675**
Expense					
60 - SALARY AND BENEFITS	$105,487	$17,857	$0	$0	$0
72 - SUPPLIES & MATERIALS	48,308	1,765	6,075	48,627	6,075
73 - CONTRACT & PROF SVCS	90,540	64,574	200,000	229,252	200,000
74 - MAINT & REPAIR SVCS	0	0	0	40,331	0
75 - UTILITIES	1,462	928	3,500	3,500	3,500
76 - CAPITAL OUTLAY	60,752	0	0	175,088	0
78 - TRANSFER TO FUNDS	0	0	0	0	0
79 - OTHER FINANCING USES	520	657	5,807	14,282	5,807
Expense Total	**$307,068**	**$85,781**	**$215,382**	**$511,079**	**$215,382**
REVENUES OVER/(UNDER) EXPENSES	**($157,739)**	**$101,362**	**($5,857)**	**($79,429)**	**($10,707)**
BEGINNING FUND BALANCE		***$149,151***	***$128,879***	***$250,514***	***$171,084***
ENDING FUND BALANCE PROJECTED	***$149,151***	***$250,514***	***$123,022***	***$171,084***	***$160,377***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

033 - TAX INCREMENT FINANCING FUND

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
58 - TRANSFER FROM FUNDS	$58,717	$97,937	$96,958	$96,958	$172,198
Revenue Total	**$58,717**	**$97,937**	**$96,958**	**$96,958**	**$172,198**
Expense					
72 - SUPPLIES & MATERIALS	$0	$0	$200	$200	$200
73 - CONTRACT & PROF SVCS	0	0	2,550	2,550	2,550
76 - CAPITAL OUTLAY	0	0	79,500	79,500	0
Expense Total	**$0**	**$0**	**$82,250**	**$82,250**	**$2,750**
REVENUES OVER/(UNDER) EXPENSES	**$58,717**	**$97,937**	**$14,708**	**$14,708**	**$169,448**
BEGINNING FUND BALANCE		***$411,996***	***$426,704***	***$509,933***	***$524,641***
ENDING FUND BALANCE PROJECTED	***$411,996***	***$509,933***	***$441,412***	***$524,641***	***$694,089***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

041 - ONE-TIME PROJECTS

ADOPTED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
58 - TRANSFER FROM FUNDS	1,136,000	0	$0	$0	0
Revenue Total	**$1,136,000**	**$0**	**$0**	**$0**	**$0**
Expense					
72 - SUPPLIES & MATERIALS	0	0	0	0	0
73 - CONTRACT & PROF SVCS	8,800	18,098	0	0	0
74 - MAINT & REPAIR SVCS	0	0	0	0	0
76 - CAPITAL OUTLAY	195,764	1,481,075	0	1,001,826	0
78 - TRANSFER TO FUNDS	608,363	0	0	0	0
Expense Total	**$812,927**	**$1,499,173**	**0**	**1,001,826**	**$0**
REVENUES OVER/(UNDER) EXPENSES	**$323,073**	**($1,499,173)**	**($0)**	**($1,001,826)**	**($0)**
BEGINNING FUND BALANCE *		***$3,008,977***	***$90,428***	***$1,509,804***	***$507,978***
ENDING FUND BALANCE PROJECTED	***$3,008,977***	***$1,509,804***	***$90,428***	***$507,978***	***$507,978***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

050 - ASSET FORFEITURE

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
54 - INTERGOV REVENUES	$258,416	$634,653	$36,800	$3,365,536	$36,800
58 - TRANSFER FROM FUNDS	0	151,474	0	0	0
59 - OTHER SOURCES	120	0	0	0	0
Revenue Total	**$258,536**	**$786,127**	**$36,800**	**$3,365,536**	**$36,800**
Expense					
72 - SUPPLIES & MATERIALS	$1,894	$1,821	$0	$0	$0
73 - CONTRACT & PROF SVCS	128,835	0	0	0	0
74 - MAINT & REPAIR SVCS	0	0	0	0	0
75 - UTILITIES	3,124	0	0	0	0
76 - CAPITAL OUTLAY	56,138	0	0	0	0
78 - TRANSFER TO FUNDS	0	205,905	0	0	0
79 - OTHER FINANCING USES	40,987	104,953	141,372	1,195,036	566,500
Expense Total	**$230,978**	**$312,679**	**$141,372**	**$1,195,036**	**$566,500**
REVENUES OVER/(UNDER) EXPENSES	**$27,558**	**473,449**	**($104,572)**	**2,170,500**	**($529,700)**
BEGINNING FUND BALANCE		***$389,118***	***$273,649***	***$862,566***	***$3,033,066***
ENDING FUND BALANCE PROJECTED	***$389,118***	***$862,566***	***$169,077***	***$3,033,066***	***$2,503,366***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

215 - PEG FUND

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
55 - INTEREST	$0	$0	$0	$0	$0
56 - FRANCHISE FEE REV	141,010	15,385	95,000	45,000	45,000
58 - TRANSFER FROM FUNDS	0	0	0	0	0
Revenue Total	**$141,010**	**$15,385**	**$95,000**	**$45,000**	**$45,000**
Expense					
72 - SUPPLIES & MATERIALS	$0	$142,247	$20,000	$10,000	$50,000
76 - CAPITAL OUTLAY	0	0	0	0	0
Expense Total	**$0**	**$142,247**	**$20,000**	**$10,000**	**$50,000**
REVENUES OVER/(UNDER) EXPENSES	**$141,010**	**($126,863)**	**$75,000**	**$35,000**	**($5,000)**
BEGINNING FUND BALANCE	***$0***	***$141,010***	***$156,110***	***$14,147***	***$49,147***
ENDING FUND BALANCE PROJECTED	***$141,010***	***$14,147***	***$231,110***	***$49,147***	***$44,147***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

COURT FUNDS
PROPOSED BUDGET 2024-2025

225 - COURT SECURITY	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
53 - FINES & FEES	$8,158	$8,368	$8,000	$8,000	$8,000
55 - INTEREST	0	0	0	0	0
Revenue Total	**$8,158**	**$8,368**	**$8,000**	**$8,000**	**$8,000**
Expense					
60 - SALARY AND BENEFITS	$0	$220	$0	$0	$0
72 - SUPPLIES & MATERIALS	0	0	0	1,196	0
73 - CONTRACT & PROF SVCS	0	0	0	0	0
76 - CAPITAL OUTLAY	0	0	0	0	0
Expense Total	**0**	**220**	**0**	**1,196**	**0**
REVENUES OVER/(UNDER) EXPENSES	**$8,158**	**$8,148**	**$8,000**	**$6,804**	**$8,000**
BEGINNING FUND BALANCE		***$55,577***	***$65,577***	***$63,724***	***$70,529***
ENDING FUND BALANCE PROJECTED	***$55,577***	***$63,724***	***$73,577***	***$70,529***	***$78,529***

230 - JUVENILE CASE MANAGER	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
53 - FINES & FEES	$8,998	$9,240	$8,000	$8,000	$8,000
55 - INTEREST	0	0	0	0	0
Revenue Total	**$8,998**	**$9,240**	**$8,000**	**$8,000**	**$8,000**
Expense					
60 - SALARY AND BENEFITS	$25,272	$522	$0	$0	$0
72 - SUPPLIES & MATERIALS	0	100	250	250	750
73 - CONTRACT & PROF SVCS	100	0	0	0	0
78 - TRANSFER TO FUNDS	0	9,000	7,000	7,000	6,000
79 - OTHER FINANCING USES	200	320	750	750	750
Expense Total	**$25,571**	**$9,942**	**$8,000**	**$8,000**	**$7,500**
REVENUES OVER/(UNDER) EXPENSES	**($16,574)**	**($702)**	**($0)**	**($0)**	**$500**
BEGINNING FUND BALANCE		***$369***	***$1,494***	***($332)***	***($332)***
ENDING FUND BALANCE PROJECTED	***$369***	***($332)***	***$1,494***	***($332)***	***$168***

235 - COURT TECHNOLOGY	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
53 - FINES & FEES	$7,105	$7,028	$7,500	$7,500	$7,500
55 - INTEREST	0	0	0	0	0
Revenue Total	**$7,105**	**$7,028**	**$7,500**	**$7,500**	**$7,500**
Expense					
72 - SUPPLIES & MATERIALS	$0	$0	$0	$0	$0
73 - CONTRACT & PROF SVCS	$0	$0	$0	$0	$0
74 - MAINT & REPAIR SVCS	$0	$0	$250	$250	$250
Expense Total	**($0)**	**($0)**	**($250)**	**($250)**	**($250)**
REVENUES OVER/(UNDER) EXPENSES	**$7,105**	**$7,028**	**$7,250**	**$7,250**	**$7,250**
BEGINNING FUND BALANCE		***$42,108***	***$54,608***	***$49,136***	***$56,386***
ENDING FUND BALANCE PROJECTED	***$42,108***	***$49,136***	***$61,858***	***$56,386***	***$63,636***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

758 - AMERICAN RESCUE PLAN

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
54 - INTERGOV REVENUES	$2,180,852	$4,109,332	$0	$0	$0
55 - INTEREST	11,084	152,084	0	0	0
58 - TRANSFER FROM FUNDS	0	0	0	0	0
Revenue Total	**$2,191,935**	**$4,261,416**	**$0**	**$0**	**$0**
Expense					
60 - SALARY AND BENEFITS	1,231,136	0	0	0	0
72 - SUPPLIES & MATERIALS	39,320	(71,135)	1,230,000	485,770	0
73 - CONTRACT & PROF SVCS	73,369	93,847	0	119,126	0
76 - CAPITAL OUTLAY	370,476	4,125,284	0	2,162,862	500,000
78 - TRANSFER TO FUNDS	0	0	0	0	0
79 - OTHER FINANCING USES	213,750	207,537	301,250	70,000	0
Expense Total	**$1,928,051**	**$4,355,533**	**$1,531,250**	**$2,837,758**	**$500,000**
REVENUES OVER/(UNDER) EXPENSES	**$263,885**	**($94,117)**	**($1,531,250)**	**($2,837,758)**	**($500,000)**
BEGINNING FUND BALANCE	***$0***	***$7,703,963***	***$1,627,497***	***$3,500,514***	***$662,756***
ENDING FUND BALANCE PROJECTED	***$7,703,963***	***$3,500,514***	***$96,217***	***$662,756***	***$162,756***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

005 - DEBT SERVICE FUND

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
50 - PROPERTY TAXES	$1,330,070	$910,980	$1,483,715	$1,483,715	$1,515,556
55 - INTEREST	(0)	17,719	500	500	(0)
Revenue Total	**$1,330,070**	**$928,698**	**$1,484,215**	**$1,484,215**	**$1,515,556**
Expense					
77 - DEBT SERVICES	1,482,256	1,483,506	1,481,356	1,481,356	1,486,056
78 - TRANSFER TO FUNDS	0	0	0	0	0
Expense Total	**$1,482,256**	**$1,483,506**	**$1,481,356**	**$1,481,356**	**$1,486,056**
REVENUES OVER/(UNDER) EXPENSES	**($152,187)**	**($554,808)**	**$2,858**	**$2,858**	**$29,500**
BEGINNING FUND BALANCE		***$1,233,288***	***$613,492***	***$678,480***	***$681,339***
ENDING FUND BALANCE PROJECTED	***$1,233,288***	***$678,480***	***$616,351***	***$681,339***	***$710,839***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

017 - UTILITY CAPITAL PROJECTS

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
508201 - FEDERAL GRANTS	0	0	0	149,340	0
509102 - GAIN/ LOSS ON SALE FIXED ASSET	0	(44,463)	0	0	0
509902 - DONATED CAPITAL CONTRIBUTIONS	0	0	0	0	0
580500 - BOND PROCEEDS	0	0	4,500,000	0	0
599002 - TRANS FROM UTILITY FUND-002	5,000,000	5,000,000	2,000,000	5,000,000	5,250,000
Revenue Total	**$5,000,000**	**$4,955,538**	**$6,500,000**	**$5,149,340**	**$5,250,000**
Expense					
700450 - CONTRACTUAL SERVICES	$0	$0	$0	$207,000	$200,000
700883 - CAPITAL FURNITURE & EQUIPMENT	0	0	0	579,469	0
700884 - OTHER EQUIPMENT	0	0	0	0	0
708101 - RIGHT OF WAY ACQUISITION	0	0	0	0	0
708102 - CONSTRUCTION	3,062,482	4,656,778	6,477,978	7,031,108	4,968,719
708103 - PROFESSIONAL FEES	139,473	32,450	0	0	0
708104 - LABORATORY TESTING	20,446	0	0	0	0
Expense Total	**$3,222,401**	**$4,689,228**	**$6,477,978**	**$7,817,577**	**5,168,719**
REVENUES OVER/(UNDER) EXPENSES	**1,777,599**	**266,309**	**22,022**	**($2,668,237)**	**81,281**
BEGINNING WORKING CAPITAL BALANCE		***$2,623,802***	***$743,718***	***$2,890,111***	***$221,874***
ENDING WORKING CAPITAL BALANCE PROJECTED	***$2,623,802***	***$2,890,111***	***$765,740***	***$221,874***	***$303,155***

FY 2024-2025 PROPOSED BUDGET

018 - UTILITY METER REPLACEMENT FUND

PROPOSED BUDGET 2024-2025

	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue				
599002 - TRANS FROM UTILITY FUND-002	1,000,000	500,000	500,000	$0
Revenue Total	**1,000,000**	**500,000**	**500,000**	**$0**
Expense				
700224 - MINOR TOOLS	$0	$0	$0	$0
720108 - UTILITY METERING EQUIPMENT	0	0	0	0
Expense Total	**$0**	**$0**	**$0**	**$0**
REVENUES OVER/(UNDER) EXPENSES	**1,000,000**	**500,000**	**500,000**	**($0)**
BEGINNING WORKING CAPITAL BALANCE		***$1,000,000***	***$1,000,000***	***$1,500,000***
ENDING WORKING CAPITAL BALANCE PROJECTED	***$1,000,000***	***$1,500,000***	***$1,500,000***	***$1,500,000***

The Meter Replacement fund was established beginning in FY 2023. The purpose of this fund is to set aside funds and purchase and replace water meters as needed. The funds currently set aside will go toward the AMI (Automated Metering Infrastructure) project.

FY 2024-2025 PROPOSED BUDGET

020 - STREET/ALLEY CIP FUND

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
54 - INTERGOV REVENUES	$90,006	$0	91,000	91,000	$0
55 - INTEREST	0	0	0	0	0
58 - TRANSFER FROM FUNDS	860,722	585,000	99,000	99,000	100,000
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$950,727**	**$585,000**	**190,000**	**190,000**	**$100,000**
Expense					
73 - CONTRACT & PROF SVCS	8,513	660	0	0	0
76 - CAPITAL OUTLAY	243,085	471,976	600,000	1,194,773	50,000
Expense Total	**$251,597**	**$472,636**	**600,000**	**1,194,773**	**$50,000**
REVENUES OVER/(UNDER) EXPENSES	**$699,130**	**$112,364**	**410,000**	**($1,004,773)**	**$50,000**
BEGINNING FUND BALANCE		***$894,875***	***$443,608***	***$1,007,240***	***$2,467***
ENDING FUND BALANCE PROJECTED	***$894,875***	***$1,007,240***	***$33,608***	***$2,467***	***$52,467***

FY 2024-2025 PROPOSED BUDGET

024 - PARK CAPITAL IMPROV FUND

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
54 - INTERGOV REVENUES		$0	$750,000	$750,000	$0
58 - TRANSFER FROM FUNDS	5,220,000	494,415	0	0	0
59 - OTHER SOURCES		0	0	0	0
Revenue Total	**$5,220,000**	**$494,415**	**$750,000**	**$750,000**	**$0**
Expense					
76 - CAPITAL OUTLAY	0	401,404	3,513,275	2,600,000	3,484,054
Expense Total	**$0**	**$401,404**	**$3,513,275**	**$2,600,000**	**$3,484,054**
REVENUES OVER/(UNDER) EXPENSES	**$5,220,000**	**$93,011**	**($2,763,275)**	**($1,850,000)**	**($3,484,054)**
BEGINNING FUND BALANCE		***$5,241,043***	***$535,458***	***$5,334,054***	***$3,484,054***
ENDING FUND BALANCE PROJECTED	***$5,241,043***	***$5,334,054***	***($2,227,817)***	***$3,484,054***	***($0)***

FY 2024-2025 PROPOSED BUDGET

025 - ALLEY IMPROVEMENT FUND

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
58 - TRANSFER FROM FUNDS	150,000	150,000	200,000	200,000	200,000
Revenue Total	**$150,000**	**$150,000**	**200,000**	**200,000**	**$200,000**
Expense					
73 - CONTRACT & PROF SVCS	21,991	0	0	0	0
76 - CAPITAL OUTLAY	0	64,216	114,508	405,294	453,408
Expense Total	**$21,991**	**$64,216**	**114,508**	**405,294**	**$453,408**
REVENUES OVER/(UNDER) EXPENSES	**$128,010**	**$85,784**	**85,492**	**205,294**	**($253,408)**
BEGINNING FUND BALANCE	***$218,837***	***$346,847***	***$216,904***	***$432,631***	***$227,337***
ENDING FUND BALANCE PROJECTED	***$346,847***	***$432,631***	***$302,396***	***$227,337***	***-$26,071***

FY 2024-2025 PROPOSED BUDGET

026 - CAPITAL IMPROVEMENT PROJECTS

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
55 - INTEREST	81,168	587,700	0	0	0
58 - TRANSFER FROM FUNDS	0	0	0	0	0
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$81,168**	**$587,700**	**0**	**0**	**$0**
Expense					
73 - CONTRACT & PROF SVCS	309,876	117,114	0	0	0
76 - CAPITAL OUTLAY	1,405,044	5,421,485	5,075,000	715,069	3,897,200
77 - DEBT SERVICES	0	0	0	0	0
78 - TRANSFER TO FUNDS	5,200,000	494,415	0	0	0
Expense Total	**$6,914,920**	**$6,033,014**	**5,075,000**	**715,069**	**$3,897,200**
REVENUES OVER/(UNDER) EXPENSES	**($6,833,752)**	**($5,445,314)**	**5,075,000**	**($715,069)**	**($3,897,200)**
BEGINNING FUND BALANCE	***$19,771,548***	***$12,937,796***	***$3,941,617***	***$7,492,481***	***$6,777,412***
ENDING FUND BALANCE PROJECTED	***$12,937,796***	***$7,492,481***	***($1,133,383)***	***$6,777,412***	***$2,880,212***

FY 2024-2025 PROPOSED BUDGET

410 - IT REPLACEMENT

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
514107 - GENERAL FUND CONTRIBUTIONS	$238,588	$139,053	$141,489	$141,489	0
514108 - UTILITY FUND CONTRIBUTIONS	8,316	8,320	8,320	8,320	0
514110 - EDC FUND CONTRIBUTIONS	1,212	1,220	1,220	1,220	0
514113 - FIELDHOUSE FUND CONTRIBUTIONS	3,900	3,900	3,900	3,900	0
Revenue Total	**$252,016**	**$152,493**	**$154,929**	**$154,929**	**$0**
Expense					
700200 - AUDIO/VIDEO EQUIP & TOOLS	$0	$0	$0	$50,000	$0
700224 - MINOR TOOLS	0	0	0	0	0
700232 - COMPUTER HARDWARE	252,310	169,821	152,700	152,700	132,275
700233 - COMPUTER SOFTWARE	0	0	0	0	0
Expense Total	**$252,310**	**$169,821**	**$152,700**	**$202,700**	**$132,275**
REVENUES OVER/(UNDER) EXPENSES	**($294)**	**($17,328)**	**$2,229**	**($47,771)**	**($132,275)**
BEGINNING FUND BALANCE		***$226,667***	***$114,797***	***$209,339***	***$161,568***
ENDING FUND BALANCE PROJECTED	***$226,667***	***$209,339***	***$117,026***	***$161,568***	***$29,293***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

415 - FLEET ROTATION FUND

PROPOSED BUDGET 2024-2025

	ACTUAL FY 21-22	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue					
505106 - MONEY MARKET INTEREST	2,073	0	0	0	0
509201 - INSURANCE RECOVERY	0	29,295	0	0	0
514107 - GENERAL FUND CONTRIBUTIONS	715,284	828,970	711,228	711,228	711,227
514108 - UTILITY FUND CONTRIBUTIONS	162,420	160,528	287,203	287,203	290,329
514110 - EDC FUND CONTRIBUTIONS	2,568	3,806	6,344	6,344	6,344
514111 - SANITATION FUND CONTRIBUTIONS	10,620	10,623	17,705	17,705	18,914
Revenue Total	**$892,965**	**$1,079,818**	**$1,022,480**	**$1,022,480**	**$1,026,814**
Expense					
700884 - OTHER EQUIPMENT	0	0	0	0	0
700885 - MOTOR VEHICLES	652,573	520,725	2,023,884	3,273,884	1,025,000
Expense Total	**$652,573**	**$520,725**	**$2,023,884**	**$3,273,884**	**$1,025,000**
REVENUES OVER/(UNDER) EXPENSES	**240,391**	**559,093**	**($1,001,404)**	**($2,251,404)**	**1,814**
BEGINNING FUND BALANCE		***$2,351,202***	***$2,442,198***	***$2,910,295***	***$658,891***
ENDING FUND BALANCE PROJECTED	***$2,351,202***	***$2,910,295***	***$1,440,794***	***$658,891***	***$660,705***

Ending Fund Balance per FY 22 Annual Financial Report

FY 2024-2025 PROPOSED BUDGET

Duncanville City of Champions

CONSOLIDATED REPLACEMENT FUNDS

PROPOSED BUDGET 2024-2025

401 - FURNITURE REPLACEMENT	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue				
58 - TRANSFER FROM FUNDS	60,000	40,000	40,000	0
Revenue Total	**$60,000**	**$40,000**	**$40,000**	**$0**
Expense				
76 - CAPITAL OUTLAY	0	69,000	69,000	25,000
Expense Total	**$0**	**$69,000**	**$69,000**	**$25,000**
REVENUES OVER/(UNDER) EXPENSES	**$60,000**	**($29,000)**	**($29,000)**	**($25,000)**
BEGINNING FUND BALANCE		***$60,000***	***$60,000***	***$31,000***
ENDING FUND BALANCE PROJECTED	***$60,000***	***($29,000)***	***$31,000***	***$6,000***

420 - SWAT EQUIPMENT REPLACEMENT	UNAUDITED ACTUAL FY 22-23	ADOPTED BUDGET FY 23-24	REVISED BUDGET FY 23-24	PROPOSED BUDGET FY 24-25
Revenue				
58 - TRANSFER FROM FUNDS	0	75,000	75,000	83,000
Revenue Total	**$0**	**$75,000**	**$75,000**	**$83,000**
Expense				
72 - SUPPLIES & MATERIALS	0	75,322	75,322	36,000
Expense Total	**$0**	**$75,322**	**$75,322**	**$36,000**
REVENUES OVER/(UNDER) EXPENSES	**($0)**	**($322)**	**($322)**	**$47,000**
BEGINNING FUND BALANCE		***$0***	***$0***	***($322)***
ENDING FUND BALANCE PROJECTED		***($322)***	***($322)***	***$46,678***

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Council to consider a resolution confirming the City Manager's appointment of Chris Connealy as the Fire Chief.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Mike Wilson, T2 Consulting

BACKGROUND/HISTORY:
Fire Chief Sam Rohde announced his retirement effective March 31, 2024. The City embarked on a National Search for a new Fire Chief, ensuring a thorough and transparent process to identify the best leader for our community. We began by soliciting proposals from firms experienced in conducting national searches for executive positions. T2 Consulting was selected for their proven expertise in public safety and executive recruitment, including their effective performance testing methodologies. T2 Consulting conducted a public meeting and survey to gather community input on the qualities desired in our next fire chief. They also engaged with fire department staff and community members to establish performance benchmarks for the role.

Following the creation of a benchmarking matrix, a national search attracted 27 candidates. These candidates underwent a written exercise and a Tri-Metrix EQ test, which evaluates Behaviors, Drivers, and Emotional Quotient. After analyzing these results, T2 Consulting conducted interviews and shortlisted the top three candidates. These finalists participated in interviews with two panels: one comprised of department employees and stakeholders, and another with fire chiefs and the City Manager.

The rigorous evaluation process led to Mr. Connealy emerging as the leading candidate.

POLICY EXPLANATION:
About Chris Connealy:

- **Education:**
  - Master of Science in Executive Fire Service Leadership, Grand Canyon University (4.0 GPA)
  - Bachelor of Arts in Fire Administration, Western Illinois University
  - Associate of Applied Science in Fire Protection Technology, San Jacinto College
  - Harvard University Program for Senior Executives in State and Local Government

- **Certifications and Designations:**
  - Accredited Chief Fire Officer, Commission on Chief Fire Officer Designation
  - National Fire Academy's Executive Fire Officer Program (held by less than 1% of senior fire executives in the U.S.)
  - Certified Emergency Medical Technician, Texas Department of Health
  - Certified Master Firefighter, Suppression Department Head, Fire Investigator, Safety Officer, Fire Officer I, II, III, and Instructor III by Texas Commission on Fire Protection
  - Certified Fire Officer I, II, III, and IV by Pro Board

- **Professional Experience:**
  - **Fire Chief, Houston Fire Department:**
    - Led the department to become the world's largest ISO Class 1 city and accredited fire department.
    - Revamped organizational culture and processes, significantly improving operations.
    - Pioneered the paramedic squad program, setting a standard adopted by many departments.
  - **Fire Chief, Cedar Park Fire Department:**
    - Transformed the organization, achieving an ISO Class 1 department status.
  - **State Fire Marshal, State of Texas:**
    - Spearheaded an overhaul of State Fire Marshal practices, which were recognized nationally as best practices.
    - Improved the Office’s practices and image in dealings with residents and businesses.
  - **Senior Director of Emergency Services, Williamson County:**
    - Enhanced emergency communications, emergency management, and the Fire Marshal’s office.

- **Awards and Recognition:**
  - Finalist for Dallas Morning News' Texan of the Year
  - Public Official of the Year, Governing Magazine

- **Publications and Speaking Engagements:**
  - Authored 14 published articles on fire protection, including contributions to National Institute of Standards and Technology, International Symposium on Fire Investigation, Fire Chief Magazine, and Fire House Magazine.
  - Served as a national public speaker on fire protection, fire departments, and Fire Marshal best practices.

- **Leadership Philosophy:**

- Known for improving organizations to better serve citizens while maintaining a commitment to excellence with measurable results.
- Focuses on fostering a culture of continuous improvement and operational excellence.

- **Community Involvement:**
  - Advocates for strong community engagement and collaboration with regional partners.
  - Dedicated to utilizing state and federal resources to enhance departmental capabilities and service delivery.

- **Commitment to Firefighter Safety:**
  - Prioritizes the safety and well-being of firefighters, ensuring a safe and supportive work environment.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Confirm the appointment.
2. Do not confirm the appointment.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-321 - Confirming Appointment of Chris Connealy as Fire Chief

RESOLUTION NO. 2024-321

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CONFIRMING THE APPOINTMENT OF CHRIS CONNEALY AS FIRE CHIEF AND DEPARTMENT HEAD OF THE DUNCANVILLE FIRE DEPARTMENT; PROVIDING THE CONFIRMATION OF THE APPOINTMENT OF THE FIRE CHIEF AND DEPARTMENT HEAD BY THE CHIEF EXECUTIVE OFFICER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, is a home rule municipality; and

WHEREAS, the City has adopted the provisions of Chapter 143 of the Texas Local Government Code; and

WHEREAS, said Chapter of the Texas Local Government Code provides for the appointment of the department heads by the City's chief executive officer; and

WHEREAS, under the Home Rule Charter the chief executive officer of the City of Duncanville, Texas, is its City Manager; and

WHEREAS, the City Manager has appointed Chris Connealy as the Fire Chief and Department Head of the Duncanville Fire Department; and

WHEREAS, the City Council has informally consented to such appointments; and

WHEREAS, the formal action of the City Council is required to confirm such appointments.

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby confirms the appointment of Chris Connealy as the Fire Chief and Department Head of the Duncanville Fire Department, for the City of Duncanville, Texas.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Consider a Resolution approving a Facility Use Agreement with alcohol at the Duncanville Fieldhouse for the Duncanville Chamber of Commerce's Fun After 5 event on September 19, 2024.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**

STAFF RESPONSIBLE:
Craig Brasfield, Duncanville Fieldhouse General Manager

BACKGROUND/HISTORY:
The Chamber of Commerce will host their Fun After 5 event at the Duncanville Fieldhouse on Thursday, September 19, 2024. The event will be co-sponsored by the Fieldhouse to include light refreshments and waiving of rental fees. The Fieldhouse will use this event to promote the facility and sponsorship opportunities to highlight and support our local businesses. The Fieldhouse hosted this same event last year and gained a sponsor from a local business.

The Chamber of Commerce has requested the serving of alcohol (beer and wine only) at the event and they have submitted the Facility Use Agreement with Alcohol for consideration. If approved, the Chamber of Commerce will provide complimentary alcohol, provided by a different sponsor, and will utilize a TABC-certified server, and have secured a Duncanville police officer for security, in accordance with the provisions of the current policy. The alcohol will not be purchased or served by the City.

POLICY EXPLANATION:
The City Council approved a policy on April 4, 2017 allowing events at the Fieldhouse and Senior Center to serve alcohol with an executed Facility Use Agreement. The Facility Use Agreement with alcohol includes policies and procedures to protect the City and ensure a safe event. This includes such provisions as the use of TABC-certified servers, security by Duncanville Police officers, increased damage deposit, and a non-refundable alcohol request fee. Since approval of this policy, the Fieldhouse has successfully hosted approximately ten private events with alcohol. These requests do not require City Council approval; however, since this event is co-sponsored by the

Fieldhouse and the policy does not clearly define alcohol at city-sponsored events, this Facility Use Agreement is being brought forward for City Council consideration. The Council may consider further directing staff to modify the policies to definitively address alcohol at city-sponsored events to address this issue in the future.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approve a Facility Use Agreement with alcohol at the Duncanville Fieldhouse for the Duncanville Chamber of Commerce's Fun After 5 event.
2. Do not approve a Facility Use Agreement with alcohol at the Duncanville Fieldhouse for the Duncanville Chamber of Commerce's Fun After 5 event.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-320 - Fun After 5 Alcohol at Fieldhouse - Pdf

RESOLUTION NO. 2024-320

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A FACILITY USE AGREEMENT WITH ALCOHOL AT THE DUNCANVILLE FIELDHOUSE FOR THE DUNCANVILLE CHAMBER OF COMMERCE'S FUN AFTER 5 EVENT ON SEPTEMBER 19, 2024; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Council approved the serving of alcohol at events in the D.L. Hopkins Jr. Senior Center and Duncanville Fieldhouse with an approved Facility Use Agreement at their April 4, 2017 meeting; and

WHEREAS, The Chamber of Commerce has submitted a request to serve alcohol at their Fun After 5 event on September 19, 2024; and

WHEREAS, The Duncanville Fieldhouse will be co-sponsoring the event to engage our local businesses and promote sponsorship opportunities; and

WHEREAS, The current policy does not clearly define alcohol at city-sponsored events, thus requiring City Council approval.

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

SECTION 1. The Facility Use Agreement attached as Exhibit A for the Chamber of Commerce's Fun After 5 event on September 19, 2024, which includes the serving of alcoholic beverages (beer and wine only) is approved.

SECTION 2. Authorize the City Manager or his designee to sign all appropriate documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

Duncanville Fieldhouse/D.L. Hopkins Jr. Senior Center
Alcohol Facility Use Agreement.

- **Alcohol Service Locations**
  - Only the D.L. Hopkins Jr. Senior Center and Duncanville Fieldhouse are available for rental with alcohol service to be supplied at the sole expense of the renter.
  - Alcoholic beverages shall only be consumed in the rented areas and is not allowed in restrooms, cars, and parking lots. All persons must dispose of their alcoholic drinks before leaving the specified area rented.
  - The City of Duncanville reserves the right to require the dispensing of all alcoholic beverages by a TABC-licensed server.
  - The sale of alcoholic beverages will require a TABC-approved permit and must be presented to City staff at least 7 days prior to rental.
  - Food must be present and made available during all events that include alcoholic beverages.

- **Security**
  - The City of Duncanville reserves the right to determine the number of police officers at an event/rental based on the type of event, and anticipated number of guests. Except for a single champagne toast, police presence will be required any time alcoholic beverages are served. Officers are required to be present once alcohol service begins until the end of the rental contract time.
  - Duncanville PD officers will be utilized for security. If Duncanville PD officers are not available, renter may use certified peace officers in uniform. The first option for officers is always Duncanville PD.
  - At a minimum, one officer will be required for three hours.
  - If additional police officers are required to respond to the event due to a disturbance or more guests attend the event than stated on the application, the renter may be subject to additional charges and/or the approval to dispense alcohol may be revoked without refund.
  - It is the renter responsibility to ensure that alcohol is NOT consumed by minors (under age 21).

- **Insurance/Liability**
  - All renters agree to pay for any damage done to the facility, grounds, or furnishings caused by the renter, their invitees, guests, caterers, or employees during or arising out of their rental. If replacement, repair, and/or clean up by City of Duncanville staff or a contractor is required, the renter will be financially responsible for all additional costs not covered by the deposit.

Licensee's Initial's JBCS

EXHIBIT "A"

- The City of Duncanville reserves the right to require the renter or agency providing alcoholic beverages at the event to obtain a Liquor Liability Addendum to their General Liability Policy and have such policy endorsed to name the City of Duncanville as additional insured on the policy.

- **Deposits and Fees**
  - A non-refundable $50 Alcohol Access Fee is required

- **Additional Provisions:**
  - The following provisions, if any blanks are completed, shall also apply to the Event.
    - City agrees to waive the $50 Alcohol Access Fee
    - The Chamber will provide 1 TABC licensed server and 1 Duncanville PD Officer for security

Licensee Representative:

Name: Duncanville Chamber/Steve Martin **(print)**

Signed: _____ **Date:** 8-21-24

City of Duncanville, Fieldhouse

Name: Craig Brasfield **(print)**

Signed: _____ **Date:** 8/21/24

Department Approval:

Name: Bart C. Stevenson **(print)**

Signed: _____ **Date:** 8/21/2024

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Authorization of Military Makeover Program Details

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
David Kees, Assistant to City Manager

BACKGROUND/HISTORY:
Military Makeover with Montel along with official non-profit partner, Purple Heart Homes, will be celebrating their 10-year anniversary in the City of Duncanville. The program offers hope and a helping hand here on the home front to members of our military and their loved ones. A veteran of both the Marine Corps and the Navy, talk show legend and military advocate Montel Williams seeks to transform the homes and lives of military families across the country. This special series enlists conscientious Fortune 500 companies, designers, contractors, landscapers, and other home improvement professionals.

POLICY EXPLANATION:
The 40th season of Military Makeover takes place in Duncanville, TX, honoring Sergeant Kevin Jones, through collaborative efforts with several of the show's esteemed partners, this initiative serves as a token of gratitude for Kevin's contributions to the military community and beyond.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approved the resolution in relation to the Military Makeover program.
2. Do not approve the resolution.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-319 - Authorization of Military Makeover Program Details - Pdf

RESOLUTION NO. 2024-319

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE TEMPORARY ADDITION OF AN HONORARY DESIGNATION OF "MILITARY MAKEOVER AVE." TO HEATHER WOOD DR. FOR THE PERIOD OF TIME BEGINNING SEPTEMBER 18, 2024, AND ENDING SEPTEMBER 29, 2024, AND AUTHORIZING THE CITY MANAGER TO WAIVE ANY FEES ASSOCIATED WITH THE MILITARY MAKEOVER PROGRAM, INCLUDING BUT NOT LIMITED TO RENTALS OF CITY FACILITIES, PERMITS, AND FEES TYPICALLY CHARGED FOR SPECIAL EVENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Military Makeover with Montel has submitted a request to temporarily rename the street Heather Wood Dr. for the duration of their project; and

WHEREAS, The original street marker will not be removed; and

WHEREAS, The street name, "Military Makeover Ave." will be provided on an additional street marker below the original with distinctive details from the City of Duncanville; and

WHEREAS, The street, Heather Wood Dr., will include the temporary honorary designation beginning September 18, 2024; and

WHEREAS, The honorary designation will end at the conclusion of the project on September 29, 2024; and

WHEREAS, The temporary addition of the honorary designation requires City Council approval.

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

SECTION 1. the City Council hereby authorizes the temporary addition of an honorary designation of "Military Makeover Ave.," to Heather Wood Dr. for the period of time beginning September 18, 2024, and ending September 29, 2024; and providing an effective date.

SECTION 2. the City Manager is authorized to waive any fees associated with the Military Makeover program, including but not limited to rentals to City facilities, permits, and fees typically charged for special event.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Sep 2024

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

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Victor Barrera, Economic Development, Director

BACKGROUND/HISTORY:
The Duncanville Community & Economic Development Corporation (DCEDC) plays a crucial role in fostering growth and prosperity within our community. As part of its operational needs, the corporation requires a reliable vehicle to facilitate various activities essential to its mission. Currently, the corporation lacks a dedicated vehicle, which hinders its ability to effectively carry out fieldwork, attend meetings, and engage with stakeholders across the region.

The vehicle being purchased is a 2024 Chevrolet Tahoe LT/S.

The informal bid process was conducted and it was determined that Classic Chevrolet was the best choice. Classic Chevrolet is the lowest of the three bids.

In the FY23-24 Adopted Budget, $100,000 has been allocated for the purchase of a motor vehicle. At the August 26, 2024 DCEDC Board Meeting, the purchase of a motor vehicle was approved unanimously.

POLICY EXPLANATION:
Staff recommends City Council authorize the approval of a resolution for the purchase of a vehicle from Classic Chevrolet that will be used in the support of the Duncanville Community & Economic Development Corporation (DCEDC) in an expenditure amount not to exceed $56,044.90.

FUNDING SOURCE:

ORG and Object Number
12011000 and 700885 (Economic Development Administration and Motor Vehicles)

Available Budget	**Purchase Amount**	**After Encumber**
$100,000.00	$56,044.90	$43,955.10

ACTION ALTERNATIVES:
1. Approve the purchase of a vehicle
2. Do not approve the purchase of the vehicle
3. Other actions as directed by City Council

ATTACHMENTS:
Exhibit A-Copy of Duncanville Quotation Summary Sheet - ED Department - Chevy Tahoe
Resolution No. 2024-301 - Approving Expenditure for Classic Chevrolet

Quotation Summary Worksheet

City of Duncanville, Texas
Procurement and Contracting

INSTRUCTIONS FOR COMPLETION:

1) Per City Policy, purchases between $3,000 and $25,000 require at least three (3) vendor quotes preferably from minority-women owned businesses (MWBE).
2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
3) If you have contacted a vendor, and the vendor does not respond in an adequte time period (5 days), then include the vendor's name and record that as a "no bid"
3) All awards should be made to the vendor whose proposal offers the "best value" to the City.
4) Awards based on "best value" may consider various factors, including but not limited to:
(a) Price / Total Cost of Ownership, (b) Product/Service Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet City's Needs,
(f) Client References, (g) Cooperative Contract, (h)Past Experience with City, and/or (i) any other relevant factor that ensures best value to the City.
5) Upon consideration of all factors, if all bids meet the City's needs, the award should be made to the lowest bidder, and most responsible.
6) Purchases in excess of $25,000 shall be emailed to Purchasing for evaluation assistance.
7) Only type in the yellow highlighted fields.

Informal Bids Tabulation Summary	Requistion #:			VENDOR #1		VENDOR #2		VENDOR #3		HUB #1		HUB #2	
	Vendor Name:			Capitol Chevrolet		Clay Cooley		Classic Chevrolet					
	Quoted By (Contact Name):			Shannon Belanger 512-820-6395		Edwin Zuniga 972-721-4300		John Housel 817-601-2443					
	Enter "X" for selected vendor			Stock# FRR309464		Stock# TBD		Stock# TBD					
PRODUCT/SERVICE DESCRIPTION	ITEM	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
**Chevy Tahoe LT/S 2024	1	1	ea	$60,410.00	$60,410.00	$56,740.00	$56,740.00	$56,044.90	$56,044.90		$0.00		$0.00
5.3 L V*	2		ea		$0.00		$0.00		$0.00		$0.00		$0.00
10 speed Transmission	3		ea		$0.00		$0.00		$0.00		$0.00		$0.00
3rd row seating	4		ea		$0.00		$0.00		$0.00		$0.00		$0.00
15/20 MPG City/Hwy	5		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	6		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	7		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	8		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	9		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	10		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	11		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	12		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	13		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	14		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	15		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	16		ea		$0.00		$0.00		$0.00		$0.00		$0.00
	17		ea		$0.00		$0.00		$0.00		$0.00		$0.00
* DISCLOSURE NOTICE: By signing below, I hereby certify that all quotes recorded include all the firms that have been contacted for bids and their replies are reflected accurately on this form.			SUBTOTAL		$60,410.00		$56,740.00		$56,044.90		$0.00		$0.00
			SHIPPING COST										
			TOTALS		$60,410.00		$56,740.00		$56,044.90		$0.00		$0.00
	PAYMENT TERMS												
	F.O.B. SHIPPING TERMS												
	DELIVERY DATE												

All awards should be made based on"Best Value" to the City. Please write a short summary below of why the vendor chosen is the best value if it is not the lowest bid.

_____

_____

_____

_____

*** Name of Person Completing this Form:** _____ *** Signature:** _____

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES OR OTHER DOUCMENTATION MUST BE ATTACHED TO THE PURCHASE REQUISITION.

Form version 7.18.2023

RESOLUTION NO. 2024-301

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AND AUTHORIZING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED $56,044.90 FOR THE PURCHASE OF A MOTOR VEHICLE FROM CLASSIC CHEVROLET FOR THE SOLE USE IN CONJUNCTION WITH DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) BUSINESS ACTIVITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Board of Directors has determined that the daily operations of the Duncanville Community & Economic Development Corporation (DCEDC) require the use of a motor vehicle; and

WHEREAS, an informal bid process was conducted, and it was determined Classic Chevrolet is offering the best price in the amount $56,044.90; and

WHEREAS, the Board of Director has approved such expenditure and authorized the President to execute the necessary documents.

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

SECTION 1. That the City Council of the City of Duncanville hereby approves and authorizes the expenditure of an amount not to exceed $56,044.90 for the purchase of a motor vehicle from Classic Chevrolet for the sole use in conjunction with Duncanville Community and Economic Development (DCEDC) business activities.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of September 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Council to receive a briefing on the Mobile Food Vendor ordinance, particularly for snow cone vendors.

Vision Statement:

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

STAFF RESPONSIBLE:
David Kees, Assistant to the City Manager

BACKGROUND/HISTORY:
Councilmember Pennebaker has requested a briefing on snow cone vendors. Currently snow cone and shaved vendors, when operating from a mobile vending unit, are subject to the same regulations as other mobile food vendors under the Mobile Food Vendor section of the City of Duncanville's code of ordinances.

POLICY EXPLANATION:
Councilmember Pennebaker requested that Council be briefed on the current ordinance and view an example from Fort Worth that exempts snow cone vendors from certain regulations that are required for other mobile food vendors. The section of the Fort Worth ordinances that exempts snow cone vendors is attached to this staff report, along with an FAQ on Fort Worth snow cone vendors and the City of Duncanville's Mobile Food Vendor ordinance.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. No action required. Briefing only. Staff will bring back any recommendations from Council for consideration at a future meeting.

ATTACHMENTS:
Snow Cone ftworth-tx-2

Ft Worth Snow Cone FAQ
Duncanville Mobile Food Vendors

§ 16-131 MOBILE FOOD UNITS.

(a) *Sticker.* The mobile food unit permit sticker for a mobile food unit shall be displayed on the upper left rear area of the vehicle in a conspicuous location. If such location is not practicable, the permit shall be located in a location approved by the director.

(b) *Mobile barbecue trailers.* Mobile barbecue trailer cooking surfaces shall be tightly enclosed and constructed in such a way as to protect all food contact surfaces from possible contamination both in transit and during use. Mobile barbecue trailers shall be used in conjunction with an approved and permitted commissary and mobile food unit.

(c) *Commissary.*

(1) All mobile food units (except catering units) and pushcarts handling open potentially hazardous foods shall operate from a commissary or other fixed food service establishments that are regularly inspected by a regulatory health agency. All mobile food units handling potentially hazardous food shall report at least once a day to their commissary to clean and service the mobile unit.

(2) The following are exempt from these requirements:

a. Catering operations with their own commissary;

b. Snow cone trailers;

c. Corn roasters; and

d. Pre-packaged ice cream units.

(d) *Commercially manufactured vehicle.* All mobile food units handling open potentially hazardous foods shall be commercially manufactured. This requirement shall not apply to snow cone vendors, pre-packaged ice cream, corn roasters or other foods as determined by the director.

(e) *Mobile unit; log.* Each mobile unit operator must maintain a log that contains the date of servicing and the signature of the commissary operator. This log will be made available to the director upon request.

(f) *Commissary; log.* Each approved commissary must maintain a log that contains the date of servicing for each mobile food unit operator and the signature of the mobile food unit operator after each servicing. This log will be made available to the director upon request.

(g) *Servicing area.* All mobile food units and pushcarts handling open foods shall have a servicing area which shall have overhead protection, a location(s) for draining and flushing liquid wastes, and a location(s) for the loading and unloading of food and related supplies.

(h) *Servicing area operation.*

(1) All liquid waste containers shall be thoroughly flushed and drained daily during servicing operations.

(2) Flushing and draining activities shall be conducted in the servicing area. No flushing or draining of liquid waste shall be permitted on public streets or in any area other than the servicing area.

(i) *Waste retention.*

(1) All liquid waste shall be stored in a retention tank that shall have a minimum capacity of seven and one-half gallons or that is at least 15% larger in capacity than the fresh water supply tank, whichever is greater.

(2) Solid waste shall be contained in an easily cleanable, self-closing, lidded trash receptacle which shall be kept on or near the mobile unit at all times. The area around the mobile vending unit shall be kept clean and free from litter, garbage and debris.

(j) *Water system.* All mobile food units handling open potentially hazardous foods shall provide not less than 15 gallons of hot/cold potable water under pressure at all times for use in utensil cleaning, sanitizing and hand washing. A single water inlet shall be located so as not to be contaminated by waste discharge. Such inlet shall be capped at all times except when being filled, and shall contain only potable water. Connection or direct hook-up to water sources other than those on the mobile unit is prohibited unless approved by the director.

(k) *Temporary events.* Mobile food units and caterers may operate at temporary events by possessing a valid mobile food unit permit or by obtaining a temporary food establishment permit and meeting the requirements of a temporary food service establishment as described in this article.

(l) *Seasonally or annually permitted mobile units.* All seasonally or annually permitted mobile units that operate at the same location throughout the day shall either:

(1) Provide a sanitary restroom facility built in the mobile unit; or

(2) Have access to the primary business owner’s commercially plumbed restroom that is accessible during all hours of food preparation and vending, provides hot and cold running water through a mixing valve or combination faucet and is within 300 feet of the unit.

(m) *Operating location.* All mobile units that will operate at the same location throughout operating hours will provide the director with the address of the operating location. If the operating location changes during the period of the permit, the operator will provide the director with the new operating address seven days prior to moving to the new location. A notarized letter from the primary business

granting bathroom access must also be provided to the director.

(n) *Violation.* The owner or operator of a mobile food unit commits an offense if the mobile food unit is operated in violation of any provision of this section.

(o) *Offense.* The owner or operator of the primary business, as defined by the director of planning and development, on which the unit is located commits an offense if the mobile food unit is operated during preparation and vending without access to the restroom as required by this section.

(Ord. 12553, § 1, passed 6-18-1996; Ord. 13749, § 1, passed 3-23-1999; Ord. 15241, § 2, passed 9-17-2002; Ord. 17522, § 6, passed 4-24-2007)

Frequenty Asked Questions

Snow Cone Stand / Truck

1. WHAT IS A SNOW CONE STAND/TRUCK?

A Snow Cone Stand/Truck is a unit that is approved to sell snow cones prepared on the unit only.

2. DO I NEED A MOBILE VENDOR PERMIT?

Yes. In order to serve or sell snow cones from a Snow Cone Stand/Truck, the mobile unit must:

- Go through a plan review process with an assigned health inspector.
- Pass a permit inspection.
- Obtain a health permit.

Contact the Consumer Health Division at 817-392-7255 to be assigned to a health inspector.

There is a $65 administrative plan review fee. The annual health permit fee for a Snow Cone Stand/Truck is $285 plus $5 per employee.

3. WHERE CAN I OPERATE MY MOBILE UNIT?

A mobile vendor shall not operate within 50 feet of a single-family or multi-family residential area, a vacant lot, or a City park. If you have further questions regarding where you can operate, please contact The City of Fort Worth Zoning at 817-392-8028.

In addition, The City of Fort Worth Zoning Ordinance states that Mobile Vendors shall not operate between the hours of 2:00 a.m. and 7:00 a.m.

4. WHAT IS REQUIRED TO PASS AN INSPECTION?

In order to pass a permit inspection, the following requirements must be met:

- The Snow Cone Stand/Truck shall be made so that the interior is smooth, easily cleanable and in good repair.
- Hand washing sink must reach 100°F and cold water, under pressure.
- Three compartment ware washing sink with hot and cold running water.
- All equipment is to be commercial grade.

For full detailed requirements and required documents visit www.FortWorthTexas.gov/health.

5. WHAT IS A VENDOR CERTIFICATE OF OCCUPANCY AND DO I NEED ONE?

A Vendor Certificate of Occupancy (VCO) is needed for Snow Cone Stands/Trucks who are stationary for more than 60 consecutive minutes. Before choosing a site, please contact the Department of Development Services at 817-392-2222 to see if the site you selected is eligible for a VCO.

6. WHAT IS A RESTROOM LETTER AND DO I NEED ONE?

A Restroom Letter is a notarized agreement between the property owner and the mobile vendor that gives the mobile vendor permission to occupy the premises and to use the commercially plumbed restrooms. A Restroom Letter is required for vendors who plan on operating for more than 60 consecutive minutes at any one location/address. The restroom must be within 300 feet of the mobile unit and be accessible during all hours of operation.

7. WHAT EMPLOYEE TRAININGS ARE REQUIRED?

Any employee who will be handling food or drinks on the mobile unit is required to obtain a Food Handler Certification. The City of Fort Worth offers the course online at www.statefoodsafety.com/CustomPortal/FortWorth.

Preguntas Frecuentes

REMOLQUE/CAMIÓN DE RASPADOS

1. **¿QUÉ ES UN SOPORTE / CAMIÓN PARA CONOS DE NIEVE?**

   Un remolque /camión de raspados es una unidad que está aprobada únicamente para vender raspados preparados.

2. **¿NECESITO UN PERMISO DE VENDEDOR MÓVIL?**

   Sí. Para servir o vender raspados de un remolque/camión de raspados, la unidad móvil debe:

   - Pasar por un proceso de revisión del plan con un inspector de salud asignado.
   - Pasar la inspección de salud.
   - Obtener el permiso de salud.

   Comuníquese con la División de Salud al Consumidor al 817-392-7255 para ser asignado a un inspector de salud.

   Hay un costo de revisión del plan administrativo de $65 dólares. El permiso de salud anual para un remolque/camión de raspados es de $285 dólares más $5 por empleado.

3. **¿DÓNDE PUEDO OPERAR MI UNIDAD MÓVIL?**

   Un vendedor móvil no debe operar a menos de 50 pies de distancia de un área residencial unifamiliar o multifamiliar, un lote baldío, o un parque de la ciudad. Si usted tiene preguntas adicionales sobre donde puede operar, comuníquese con el área de Zonificación de la Ciudad de Fort Worth al 817-392-8028.

   Además, la Ordenanza de Zonificación de la Ciudad de Fort Worth establece que los vendedores móviles no deben operar entre las horas de 2:00 a.m. y 7:00 a.m.

4. **¿QUÉ SE REQUIERE PARA PASAR UNA INSPECCIÓN?**

   Para aprobar una inspección de salud, los siguientes requisitos se deben cumplir:

   - El remolque/camión de raspados debe estar hecho de manera que sea liso, fácil de limpiar y duradero.
   - El lavamanos debe alcanzar 100 ° F y tener agua fría corriendo bajo presión.
   - Un fregadero de 3 compartimientos con agua caliente y fría.
   - Todo el equipo debe ser comercial.

   Para conocer todos los requisitos detallados y los documentos necesarios, visite www.FortWorthTexas.gov/health.

5. **¿QUÉ ES UN CERTIFICADO DE VENDEDOR DE OCUPACIÓN Y SI NECESITO TENER UNO?**

   Se necesita un Certificado de Ocupación de Vendedor (VCO) para un remolque /camión de raspados que estén estacionados por más de 60 minutos consecutivos. Antes de elegir un sitio, comuníquese con el Departamento de Servicios de Desarrollo al 817-392-2222 para ver si el sitio que seleccionó es elegible para un VCO.

6. **¿QUÉ ES UNA CARTA DEL BAÑO Y SI NECESITO TENER UNA?**

   Una carta del baño es un acuerdo notarizado entre el dueño de la propiedad y el vendedor móvil, que permite a los empleados de la unidad móvil ocupar la propiedad y hacer uso de los baños que se encuentran en esa propiedad. Se requiere una carta para los vendedores que vayan a operar por más de 60 minutos consecutivos en un lugar/dirección específica. El baño debe estar a menos de 300 pies de la unidad móvil y debe ser accesible durante todas las horas de operación.

7. **¿QUÉ ADIESTRAMIENTOS SE REQUIEREN PARA LOS EMPLEADOS?**

   .Cualquier empleado que maneje alimentos o bebidas en la unidad móvil necesita obtener una Certificación de Manipulador de Alimentos. La ciudad de Fort Worth ofrece el curso en línea en www.statefoodsafety.com/CustomPortal/FortWorth.

ARTICLE XXVI. - MOBILE FOOD VENDORS AND MOBILE VENDING UNITS

Sec. 12-291. - Definitions.

The following words and terms, when used in this chapter, shall have the meaning respectively ascribed to them in this section:

City means the City of Duncanville, Texas.

Commissary means a business or food service establishment that sells edible goods from an established location and has been inspected and approved by the regulatory authority in accordance with Article II of this Chapter or other local municipal authority under state health statutes and regulation.

Edible goods shall include, but is not limited to:

(1) Prepackaged food, including, but not limited to, candy, beverages, and chips;

(2) Prepared food, including, but not limited to, hot dogs, desserts, and pizza; and

(3) On-site prepared food, including, but not limited to, shaved ice, sandwiches, and tacos.

Food truck park means an area designated for mobile food vendors to park and sell food, beverages, and other retail items or services to patrons. Such areas typically include electrical outlets, seating/dining areas, restroom facilities, and trash receptables.

Health authority means the city, or its designee, and/or any other entity charged with enforcement of regulations applicable to regulations under this article.

Mobile means the state of being in active, but not necessarily continuous, movement; capable of being moved and not permanently fixed or placed.

Mobile vending unit means any motorized, mobile vehicle from which only food is peddled, vended, sold, served, displayed, offered for sale or given away. Any nonmotorized vehicles, trailers, kiosk, pushcart or stand is not considered a mobile vending unit.

Mobile food vendor means any business or person that sells edible goods from a mobile vending unit from a stationary location within the city, except a person who has been issued a permit to operate an ice cream sales vehicle who is regulated pursuant to the relative section of the Code of Ordinances of the city.

Site plan means a detailed plan that includes property lines, adjacent rights-of-way, location of all mobile vending units, parking areas and surface material, maneuvering areas and surface material, seating areas, and any other information reasonably required by the city planner.

Texas Food Establishment Rules means 25 Texas Administrative Code Chapter 228, as amended.

(Ord. No. 2415 , § 1, 11-16-21)

Sec. 12-292. - Requirements applicable to all mobile food vendors.

(a) It shall be unlawful for any person to operate as a mobile food vendor within the jurisdictional limits of the city without a permit issued in accordance with this article.

(b) A commissary is required for a mobile food vendor to operate within the jurisdictional limits of the city.

(c) Each mobile food vendor operating within the jurisdictional limits of the city shall comply with the following regulations:

(1) Shall comply with all sections of the Texas Food Establishment Rules, section 228.221 for mobile food unit requirements.

(2) Display state and local operating permits at all times and in a conspicuous place where it can be read by the general public the following:

a. A permit issued under this article;

b. A health certificate issued in accordance with article II of this chapter;

c. A Texas Sales and Use Tax Resale Certificate; and,

d. The current health inspection score for commissary or mobile vendor as authorized under subsection (c)(7) of this section.

(3) Shall not operate on or within a public park, public right-of-way, or publicly owned property, unless an approved license or permit has been issued in conjunction with a special event permit.

(4) Mobile food vendor employees must have successfully completed an accredited food handling training course in accordance with the Texas Food Establishment Rules.

(5) Unless as otherwise provided in the permit issued under this article, mobile food vendors may only operate between the hours of 7:00 a.m. to 10:00 p.m. Monday through Saturday and 10:00 a.m. to 10:00 p.m. on Sunday.

(6)

Unless as otherwise provided on the site plan, the mobile food vendor shall prepare, serve, store and display food and beverages on or in the mobile vending unit itself; and shall not attach, set up, or use any other device or equipment intended to increase the selling, serving, storing or displaying capacity of the mobile vending unit.

(7) Shall comply with all applicable federal, state, and local regulations, including, but not limited to, the requirements of this article, and shall have received a passing score from the local health inspections using the official inspection criteria adopted under chapter 12, article II, section 6-131 through 6-150 of the Code of Ordinances.

(8) Shall comply with city regulations relating to noise, odor, light, and general ordinance applicable to its operation.

(d) Each mobile food unit operating within the jurisdictional limits of the city shall comply with the following regulations:

(1) Shall comply with all requirements of the applicable current adopted International Fire Code, Mobile Food Preparation Vehicles. In addition to applicable sanitary provisions applicable to its operation.

(2) Shall meet the following plumbing standards:

a. All liquid waste shall be discharged to an approved sanitary sewage disposal system at the commissary or through an authorized service provider. All used fats, oil, or grease shall be discharged to an approved grease interceptor at the commissary or through an authorized service provider. Used fats, oils or grease shall not be discharged to any unauthorized food establishment grease interceptor.

b. Liquid waste shall not be discharged from the retention tank when the mobile vending unit is open to the public or in the process of preparing food.

c. The waste connection shall be located below the water connection to preclude contamination of the potable water system.

d. Connections to a water or sewage system on site is prohibited.

(3) Placement.

a. Shall have a minimum of ten feet of separation between other mobile vendor units and storage of any materials or property around the mobile vending unit.

b. Shall not be set up in a way that the mobile vending unit, or its associated customer-queueing area, obstructs or interferes with fire lanes, traffic lanes, or parking spaces which are required for by an existing business or businesses.

c. Mobile vending units may not be located within 100 feet of the primary entrance of an open and operating fixed-location restaurant.

(4) Shall be clearly marked with the commissary's name, address, telephone number, e-mail address or display the name while in service within the city.

(5) Shall be movable by motorized or non-motorized means; and, may not be permanently affixed to a foundation or pad site.

(6) Unless as otherwise provided on the site plan, the mobile vending unit, and any parking areas used by the mobile food vendor for its customers, shall be located on a paved, improved surface. The city engineer, or their designee, may approve a site plan which provides for all-weather surfaces, or when all-weather surfaces would be impractical or not provide public benefit, provide for alternate methods for use by the mobile vending unit and parking areas used by the mobile food vendor. Alternative methods may include, but are not limited to, portable spill berms, environmentally sensitive materials, and other methods to mitigate property damage and environmental hazards.

(e) *Access to restroom facilities.*

(1) Any mobile food vendor that will be in one location for more than four hours must submit to the city written proof of a restroom facility agreement that provides the availability of a fixed establishment restroom or a portable restroom facility for the use of the mobile food vendor employees and customers located in a business establishment within 150 feet of each location where the mobile vending unit will be in operation.

(2) Proof of availability of a fixed establishment restroom shall be in the form of a written and notarized statement from the property owner, or owner's authorized agent, including the name, address, and telephone number of the property owner or authorized agent, and the type of business and hours of operation of the business, granting permission for the use of the facilities. If the business owner is a partnership or corporation, the statement shall include the name, address and telephone number of one of the partners or officers.

(3) Proof of availability of a portable restroom facility shall be in the form of a service contract, which includes a maintenance schedule, and a receipt showing the last maintenance performed.

(4) A copy of the records shall be immediately available for inspection by the heath authority on the mobile vending unit.

(f) *Prohibitions.*

(1) Alcohol sales by mobile food vendors from mobile vending units is prohibited unless otherwise licensed by Texas Alcoholic Beverage Commission or permitted by state law.

(2) Drive-thru service from mobile vending units is prohibited.

(Ord. No. 2415 , § 1, 11-16-21)

Sec. 12-293. - Mobile food vendors on private property.

In addition to the requirements set forth in section 12-292, mobile vending units located on private property must comply with the following:

(1) The private property must be located in a zoning district that allows restaurants, as defined by the city's zoning ordinance.

(2) The private property must be developed and improved and contain an existing permanent business operating in a building with a certificate of occupancy at all times while the mobile vending unit occupies the property. Alternatively, a mobile food vendor may operate from a food truck park site that is designed and intended for mobile food use as the primary use of the property.

(3) Electricity shall be from a generator and the mobile food vendor shall utilize electrical cords in conformance with the National Electrical Code and the International Code Council Electrical Code, as adopted and amended by the city.

(4) The mobile food vendor must submit with the permit application written authorization or other suitable documentation showing that the owner of the property, or the owner's authorized agent, consents to the mobile food vendor operating on said property.

(5) Any permanent structure will require a building permit and be subject to any applicable regulations.

(6) Two sandwich board signs may safely be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.

(Ord. No. 2415 , § 1, 11-16-21)

Sec. 12-294. - Mobile food vendors on construction sites.

For subdivisions or sites in any zoning districts that are actively under construction and have not yet been issued a certificate of occupancy, a mobile food vendor may operate for not more than one hour.

(Ord. No. 2415 , § 1, 11-16-21)

Sec. 12-295. - Mobile food vendor permit application.

Each application for a permit required by this article shall include the following information from the applicant for consideration:

(1) *Identification and contact information.*

a. Identification number as shown on a current and valid government issued identification;

b. Name, legal name of business or entity, business address, telephone number, and email address of the applicant; and

c. If applicant is not the owner, name, legal name of business or entity, business address, telephone number, and email address of the owner;

(2) *Business information.*

a. State in which the business entity is filed and if applicable, copies of business formation documents, current listing of directors, partners, or principles, managers and owners (publicly traded companies are exempted); and

b. If foreign, copy of permits or filings for foreign company to do business in Texas;

(3) *Food description.* a description of the type of edible goods or the specific edible goods to be vended;

(4) *Itinerary and location.* address(es) and location plan or diagram of sales locations;

(5) *Unit information.* vehicle identification number, license plate number, description of mobile vending unit, and description of attached signage;

(6) *Property owner information.*

a. Signed and notarized permission from all private property owners where the mobile vending unit will be stationed; and

b. If the mobile vending unit will be placed in one location for more than four hours, a written agreement from a business within 150 feet for employees of the mobile food vendor to have use of flushable restrooms (or other facilities as approved by the health authority) during hours of operation;

(7) *Copies of the following:*

a. A health certificate issued in accordance with article II of this chapter for the mobile vending unit;

b. Food manager certification;

c. Proof of motor vehicle insurance for each vehicle and authorized driver to be used in the mobile food vending operation;

d. Site plan approved by the city engineer, or his designee; and

e. A valid copy of the applicant's sales and use tax resale certificate and a written affidavit acknowledging sales made within the city will be designated on the individual's sales tax returns;

(8) *Water/wastewater.*

a. Proof of water/wastewater service; and

b. Documentation indicating the volume capacity of any required water and wastewater storage tanks either on the tank itself or in writing;

(9) *Commissary agreement.* A notarized statement from the owner of the commissary stating that the mobile food vendor and mobile vending unit use the facility as its base of operation and providing the address and food establishment permit number of the facility; and

(10) *Other.* Any other information reasonably required by the health authority in order to ensure compliance with local ordinances.

(Ord. No. 2415 , § 1, 11-16-21)

Sec. 12-296. - Mobile food vendor permits.

(a) *Permit determinations.* The city will evaluate the data furnished by the applicant and may require additional information. Within ten business days of receipt of a completed permit application, the city will determine whether or not to issue a mobile food vendor permit. The city may deny an application for a permit on any of the following grounds:

(1) Failing to provide all of the information required by the city;

(2) The applicant's past record of ordinance violations;

(3) Safety record of the applicant or any driver, based on such things as civil and criminal lawsuits and violations of environmental laws and ordinances; or

(4) Providing false, misleading or inaccurate information to the city.

(b) *Fee.* The application fee for a permit required by this article is $250.00. Each mobile vending unit shall be separately permitted.

(c) *Transferability.* Permits are nontransferable.

(d) *Permit term.* Permits are valid for one year from the date they are issued. Once expired, a mobile food vendor must submit a new permit application for review and reinspection.

(e) *Permit fees will not be prorated.* Other fees related to the construction of a food truck park will be required during the review and construction of the food truck park.

(Ord. No. 2415 , § 1, 11-16-21)

Sec. 12-297. - Permit revocation and appeal.

(a) The health authority may revoke a permit issued under this article by a mobile food vendor if the permit holder or the permit holder's employee:

(1) Commits critical or repeated violations of this article or other applicable law;

(2) Knowingly provides false information on an application;

(3) Interferes with the health authority in the performance of their duties;

(4) If a permitted establishment under this article changes ownership and there are violations that must be corrected to meet applicable standards.

(b) Before revoking a permit, the city shall provide the permit holder or person in charge with written notice of the pending permit revocation. The written notice shall include:

(1) The reason(s) the permit is subject to revocation.

(2) If applicable:

a. The date on which the permit is scheduled to be revoked.

b. A statement that the permit will be revoked on the scheduled date unless the permit holder files a written request for a meeting with the city no later than the tenth day after the date the notice is served.

(c) The applicant may appeal the revocation of a permit by submitting a written request for appeal along with any evidence supporting the appeal to the city council within ten days of receiving the notice of revocation. The city council will make a decision within a reasonable time of receipt of the appeal, but no later than 30 days after receipt. The city council's decision shall be final.

(Ord. No. 2415 , § 1, 11-16-21)

Sec. 12-298. - Inspections.

Mobile vending units are subject to inspection by the health authority any time the vehicle is operating within the city.

(Ord. No. 2415 , § 1, 11-16-21)

Sec. 12-299. - Exemptions.

The provisions of this article shall not apply any mobile food vendor selling prepackaged frozen novelty such as ice cream bar, popsicles and any other types of frozen food pursuant to a valid permit issued under chapter 13.

(Ord. No. 2415 , § 1, 11-16-21)

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Council to receive a briefing on Arts Funding.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
Councilmember Koontz has requested a briefing and consideration of an Arts Funding policy such as the City of South Lake. The City of South Lake allocates 15% of the HOT funds to fund art projects. In Texas, municipalities can levy a tax of up to 7% on overnight stays in hotels or other accommodations. These taxes are collected quarterly and must be allocated to one of nine approved uses, including the promotion of the arts, arts facilities, and arts programming, provided it has a direct impact on tourism and the convention and hotel industry. In Duncanville, the 15% portion of the hotel occupancy tax allocated for eligible arts-related expenditures equates to approximately $138,000.

POLICY EXPLANATION:
Discussion on if the City Council of the City of Duncanville wishes to consider a policy to allocate 15% of the HOT funds annually for the arts, and if so which entity should receive the allocation and the process for the accountability of the funding. Additional questions or direction needs to be provided for example, which entity would consider grant applications for the arts?

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
SouthLake.Matching Funds Policy and Application
CorpusChristi.PRR-CUL-Arts-Grants-2022-0-Guidelines

City of Southlake
Policies and Procedures

Policy: **Public Art Matching Funds Policy**
Source: **City Council/ Southlake Arts Council**
Category: **Public Art**

I. Statement of Purpose

The Public Art Matching Funds Policy enables the City to leverage its public art funding to assist with the ongoing advancement of the Public Art Program by implementing recommendations of the Public Art Master Plan.

The purpose of this policy is to provide a process for considering requests by petitioning individuals, organizations, or private developments for Public Art Matching Funds projects. Eligible projects include public art at private developments and public art to be installed on public property. The following policy will become effective immediately upon approval of City Council.

Proposed Public Art Matching Funds projects will be considered on a project by project basis. The City will determine the percentage match up to 100%.

A. Strategic Alignment – This policy is linked to the City's Strategy Map related to the Focus Areas of *Quality Development* and *Partnerships and Volunteerism*, and meets the Corporate Objectives to *Invest to Provide and Maintain High Quality Public Assets; Provide Attractive and Unique Spaces for the Enjoyment of Personal Interests;* and to *Promote Opportunities for Partnerships and Volunteer Involvement.*

II. Project Application Procedures

A. Anyone proposing a Public Art Matching Funds project should submit a proposal in writing to the staff liaison to the Southlake Arts Council by March 1st for consideration for the following fiscal year (October 1 – September 30). Other projects may be considered after March 1st as funding is available. A form for this purpose will be available through the Department of Community Services.

B. The proposal should include a complete and detailed description of the project and, to the extent applicable, pictures and/or detailed drawings, estimated budgets, location of the project, mechanism of funding the project, maintenance plan, any stipulations that might go along with the project, and a justification for the project.

C. The City Council, at its discretion, may grant variances to this policy.

III. Project Requirements

A. Artwork must be created by an artist.

B. Artwork should be visible to the public, considering urban design context and surrounding sightlines.

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C. Projects should be in locations where there is a high degree of public visibility, accessibility and use.

D. Artwork should respond to recommendations in the Southlake Public Art Master Plan.

E. Artwork can be integrated into architecture, landscape or streetscape.

F. Artwork cannot be commercial expression.

G. Indoor artwork does not qualify, unless installed in a public building.

H. If artwork is one of a limited edition set, no other copy may be installed within a 50 mile geographical boundary of the proposed artwork site.

IV. Project Evaluation Criteria

Proposed projects will be considered on a project by project basis on the following criteria:

A. Is the project consistent with the overall intent of the Public Art Master Plan?

B. Is the project linked to the City's Strategy Map?

C. Is the project linked to the Focus Areas and Objectives of the City's Strategy Map?

D. Does the project benefit Southlake residents?

E. Does the project have a useful life of at least (5) years?

F. Does the project accelerate the completion of an identified Public Art Master Plan project?

The City of Southlake reserves the right to accept or reject any project submitted for approval. The petitioner will receive the City's decision in writing after the decision is made.

V. Project Approval Process

A. The staff liaison to the Southlake Arts Council will review the proposed project for its consistency with the evaluation criteria listed in Section IV.

B. If the staff liaison determines that the project is consistent with the evaluation criteria, he/she will place the proposal on an agenda for the Southlake Arts Council to consider recommending to the City Council.

C. If the staff liaison determines that the project is not consistent with the evaluation

criteria, he/she will inform the petitioning individual or organization in writing of the decision and the reasons for the finding. The petitioning individual or organization may appeal the staff liaison's decision not to consider the project. The Southlake Arts Council will make a recommendation as to whether the project should be considered.

D. The Southlake Arts Council will consider the proposed project and make its recommendation to the City Council. The Southlake Arts Council consideration of the proposed project will be based on the extent to which the project is consistent with the evaluation criteria, the overall benefit of the project to Southlake residents, and the funding available for the project.

E. Following the Southlake Arts Council's consideration of the proposed project, the staff liaison will place the proposed project and the corresponding matching funds request on an agenda for the City Council for final consideration. The decision of the City Council to approve the project and allocate matching funds will be made at its sole discretion and any decision will be final.

F. The petitioner (individual or organization) reserves the right to withdraw the proposed project at any time during the approval process.

VI. Funding

A. Private Developments: If approved, public funds will be allocated to the individual or organization upon completion of the project. Prior to payment, the individual or organization must complete required payment paperwork made available by the Finance Department.

B. Public Property: The petitioner must complete any fundraising requirements, if necessary, and deliver their portion of the matching funds to the City before the City will purchase or install the project. The petitioner must deliver their portion of the matching funds to the City within six (6) months of the final approval date unless additional time is granted at the time of approval. If the petitioner fails to meet this requirement, the petitioner will be required to reapply for matching funds. All approved projects will be managed by the City, will become the property of the City once completed or received, and will be used at the sole discretion of the City.

VII. Ownership and Maintenance

A. Ownership of all artworks incorporated into private developments shall be vested in the property owner who shall retain title of said artwork. As a condition of payment from the City, the property owner must agree by contract to maintain the artwork and prevent its removal from the property. The contract will be considered concurrently with the City Council's approval of the artwork project and allocation of matching funds. The contract will be recorded in the real property records of Tarrant County and shall be deemed a covenant that runs with the land and will be binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of the property owner and all others holding any interest in the future. After the artwork has been completed and the property is subsequently to be sold, the seller or buyer of

the property, in lieu of honoring the obligations in the contract, may either: (1) transfer ownership of the artwork by donation to the City of Southlake to be maintained as a public artwork on public property; or (2) remove the artwork and reimburse the City for the matching funds value amount, not to exceed the current appraised value of the artwork. The artwork cannot be altered, modified, relocated or removed other than as provided herein without the prior recommendation of the Southlake Arts Council and approval of the Southlake City Council.

B. All contracts described in this policy must be reviewed and approved by the City's legal counsel.

C. In addition to any contractual obligations, property owners will be required to maintain the artwork in good condition in the approved location, as required by law or other applicable guidelines including but not limited to normal code enforcement rules, to ensure that proper maintenance is provided.

D. The owner may request that the artwork be removed from the site due to hardship with the recommendation of the Southlake Arts Council and approval of the Southlake City Council. In addition, in the event there is a condition that occurs outside the reasonable control of the owner, such as an Act of God, then this provision may be implemented with the recommendation of the Southlake Arts Council and approval of the Southlake City Council.

VIII. Recognition of Matching Funds Projects

A. A permanent plaque or equivalent must be designated in recognition of the project to include the name of the project, its contributor(s), date of the project, and reference that the project was completed with funding through the Public Art Matching Funds Program.

IX. Definitions

ARTIST: A practitioner in the visual arts generally recognized by critics and peers as a professional of serious intent and recognized ability who produces artworks. The members of the architectural, engineering, design, or landscaping firms retained for the design and construction of a development project covered by this definition shall not be considered Artists for the purposes of this definition.

ARTWORK: A work of visual art created by or under the direction of one or more artists including a painting, drawing, print, sculpture, photographic image, or multimedia work whether two- or three- dimensional existing in a single copy or in a limited edition of 50 or fewer copies that are consecutively numbered by the artists and bear the signature or other identifying mark of the artist.

GOOD CONDITION: Clean and free from damage.

PUBLIC ART: Works of art in any media that have been planned and executed with the specific intention of being sited or staged in the public domain.

PUBLIC ART MASTER PLAN: The public art planning document endorsed by the Southlake Arts Council and adopted by the City Council as part of the City's comprehensive planning process.

PUBLIC ART POLICY: The public art policy as adopted by the City Council including any future additions, deletions, or revisions thereto.

PUBLIC ART PROJECT: A commission, acquisition, loan or donation of artwork to the City pursuant to this policy including the process by which such event is initiated, developed, evaluated, conducted, and completed.

QUALIFIED APPRAISER: A Qualified Appraiser is an individual who has earned an appraisal designation from a recognized professional appraiser organization or has otherwise met minimum educational and experience requirements set forth in regulations prescribed by the IRS. The minimum education and requirements are met if the appraiser has successfully completed college or professional level course work that is relevant to the property being valued; obtained at least two years of experience in the trade or business of buying, selling or valuing the type of property being valued; regularly performs appraisals for which the individual receives compensation; and meets such other requirements as may be prescribed by the IRS in regulations or other guidance.

SOUTHLAKE ARTS COUNCIL: An advisory board appointed by the City Council to make recommendations to the City Council concerning matters pertaining to public art and art activities including but not limited to visual arts, performing art programs, and art facilities.

PUBLIC ART MATCHING FUNDS PROJECT APPLICATION

Project Name:_____

Project Location:_____

Contact Person:_____

Organization:_____

Mailing Address:_____

City:_____ State:_____ ZIP:_____

Phone:_____ Cell:_____ Email:_____

Additional Contact Person:_____ Phone:_____

Project Description:_____

_____

_____

_____

_____

Project Justification:_____

_____

_____

_____

_____

Proposed Start Date:_____ Proposed Completion Date:_____

Projected Cost:_____ Funds Requested:_____

Check One: Standard Match _____ OR In-Kind Match _____ %Match Proposed:_____

Please attach pictures and/or detailed drawings, a map detailing the location of the project, a maintenance plan, and any stipulations that might go along with the project.

City of Southlake Values:
Integrity ♦ Innovation ♦ Accountability ♦ Commitment to Excellence ♦ Teamwork

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ARTS & CULTURAL COMMISSION
CORPUS CHRISTI

Arts Grant Program Guidelines 2022

Application Deadline: 5:00pm, October 29, 2021

Arts Grant Program

City of Corpus Christi

Parks & Recreation Department

Office of Arts & Culture

1581 N. Chaparral, Galvan House

Parks & Recreation Phone: 361-826-PLAY

(7529) Fax: 361-826-3864

Arts & Culture Phone: 361-826-3489

OUR MISSION

The Corpus Christi Arts & Cultural Commission advocates for an enriched quality of life based in a robust creative community in Corpus Christi. It supports, promotes, and celebrates a broad variety of artistic expression toward engaging an enlivened, inclusive cultural environment.

OUR VISION

The Corpus Christi Arts & Cultural Commission promotes the arts by:

- Providing grants to non-profit organizations through Hotel Occupancy Tax (HOT) funds
- Advising civic and community organizations as well as private citizens
- Encouraging community engagement in the arts
- Serving as stewards of the public art resources of the City of Corpus Christi through maintenance and development of the public art collection (2019)

Important Dates

2021:

Oct 1	Arts Grant program information and link to required forms available on website
	Fiscal Year 2021 - 2022 budget approved by City Council (Arts Grant contingent upon HOT funding)
Oct 8	Grant application workshop (link to online PDF)
Oct 29	**Grant deadline**
Nov 8– Nov 19	Eligibility Team and ACC review
Nov 22	Notification of unqualified applicants
Dec. 1	Formal Appeal Deadline
Dec 10	Notification of grant awards
Dec 15- 17	Grantee agreements signed

The link to the Arts Grant application and workshop can be found at:

www.ccparkandrec.com

Go to the **Arts & Culture** page for information on the 2022 Arts Grant

2022:

Feb	Organizations receive first half of award funds
Oct 1	Fiscal Year 2022 -2023 begins (Arts Grant contingent upon funding)
Dec 31	End of Arts Grant program Year 2022

2023:

Feb 17	Completion Report due for Year 2022

Grant Workshop/ PDF Guide

A grant workshop guide will be available online this year as a PDF. This is a guide on how to fill out the Arts Grant application and it gives suggestions on what grant reviewers look for in a successful application. It is highly encouraged that first time applicants and those who scored below 80 in a previous application review this presentation.

Things to Remember

- Read the guidelines before beginning the application process.
- View online grant workshop PDF.
- Plan answers carefully to avoid repetition. Remember all applications are reviewed and scored on how well the applicant meets the Eligibility and Evaluation criteria. Scores may reflect percent awarded.
- Don't assume. The Eligibility Team or ACC Review Panel member who reviews the application may have no knowledge of your organization or its programming. Make sure you describe existing and proposed programs in detail. The application should stand on its own merits.
- Avoid generalizations. Rather than stating, "We have operated a successful series of concerts for the last four years," use numbers to prove your case. For example, "We have produced six plays with ten performance runs for the last four years to audiences ranging from 75 to 100 patrons for each performance."
- Proofread before submitting your grant application.
- Demonstrate adequate revenue sources for the project's matching grant funds.
- All questions must be FULLY answered. Refrain from duplicating a response from a previous question.

Overview of the Arts Grant Program

SOURCE OF GRANT FUNDS

Funding for the Arts Grant Program is provided by the City of Corpus Christi utilizing the Hotel Occupancy Tax (HOT) fund. Per state law, revenue from the municipal Hotel Occupancy Tax may be used only to promote tourism and the convention and hotel industry. Organizations applying for and receiving Hotel Occupancy Tax funds are required to adhere to the state laws governing the use of such funds.

PERMITTED USES OF HOT FUNDS

Among the permitted uses of HOT funds are the following related to arts and cultural activity:

> *The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound*

recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms [Texas Tax Code Section 351.101(a)(4)].

OBJECTIVES

The objectives of the Arts Grant Program are to:

1. Support and promote arts and cultural activities that implement the intended use of Hotel Occupancy Tax funds to promote tourism, the convention and hotel industry.
2. Support the needs of local arts organizations and encourage creativity and artistic development.
3. Assist nonprofit organizations in producing and presenting arts and cultural projects that promote Corpus Christi as a cultural destination.

APPLICATION DEADLINE

Grant application must be submitted by **5:00 p.m. on Friday, October 29, 2021. No exceptions. Submit completed application in person to the Corpus Christi Parks & Recreation Department, located on the 1st floor of the Sidbury House at Heritage Park, 1581 N Chaparral Street. Please call 361-826-PLAY (7529) for directions.**

SIZE OF GRANT AWARD

The **maximum request is 50% of a project's actual/eligible expenses up to $15,000. One application per eligible organization**, except for higher education institutions, may be submitted. A 'project' is defined as a singular event or series of related activities.

TERMS OF GRANT SUPPORT

The period of support for this **grant cycle is January 1, 2022 through December 31, 2022.** Grant funds cannot be used for budgeted expenses incurred prior to or after the grant term and the matching funds required for the grant must be collected during the grant term. **A Completion Report will be due 45 days after the last grant funded event and no later than February 17, 2023, NO EXCEPTIONS.**

WHAT WILL BE FUNDED

- Marketing and promotion
- Production or exhibition-related costs
- Payments to artists
- Other direct costs with proper documentation that are specific to the project outlined in the application for funding

INELIGIBLE ACTIVITIES FOR ARTS GRANT FUNDS

- Elimination of accumulated debt, fines, penalties, costs of litigation or items for resale
- Operating/overhead expenses including personnel expense normally associated with general operations of the

organization

- Programs, which are primarily recreational, therapeutic, rehabilitative, religious and educational, where art is incidental
- Staff travel, meetings, conferences or membership dues
- Lobbying
- Fundraising events or activities; events or projects closed to the public
- Projects already funded or complete
- Receptions, social functions, or parties
- Food or alcoholic beverages
- Fireworks
- Scholarships, awards or cash prizes
- Grant preparation costs

Eligibility Criteria

BASIC ELIGIBILITY REQUIREMENTS

1. Submit application and all supporting documents by grant deadline.
2. An organization must have received its IRS 501(c) designation as a public charity no later than August 1, 2020 and maintain the designation current with the IRS during the grant period. If this criterion cannot be met, the applicant may apply through a 'sponsor organization.' **If a sponsoring organization is used, written approval from the governing body of the sponsoring organization should accompany the application along with proof of its tax-exempt status.** The sponsoring organization will become responsible for project administration and management.
3. Provide proof that organization has registered, or in the process of registering, with the Texas Secretary of State office and is considered 'active' (schools and religious organizations are exempt from this requirement). An organization must be 'active' by November 1, 2020 should the project be selected for funding.
4. Provide a copy of the first page of IRS Form 990, 990 PF, 990 EZ, or 990 N for Fiscal Year 2020 (or most recent year available).
5. The organization's project must support and promote arts and cultural activities that implement the intended use of Hotel Occupancy Tax funds, as described in Sections 351.101(a)(4). (*see 'source of grant funds' on pg 4*)

6. The organization is physically based and offers events primarily in the City of Corpus Christi.
7. The organization is governed by a local board of directors that meets quarterly, at minimum.
8. The organization does not have any outstanding legal or financial items due to the City of Corpus Christi, including overdue reports for previous grants or projects.
9. The organization's project is matched dollar for dollar from cash revenue other than the City of Corpus Christi's Arts Grant Program or other City sources. The matching funds must be collected (not just pledged or awarded) during the term of the grant.

Review Process

ELIGIBILITY REVIEW TEAM

Upon receipt of the grant application, an Eligibility Review Team composed of City staff from Parks and Recreation, Legal, Budget, and an advisory representative from the Greater Corpus Christi Hospitality Association, will review for the Basic Eligibility Requirements outlined in the previous Section. Incomplete applications or those that do not meet basic eligibility requirements will not be eligible for consideration. Applicants that do not submit their application and supporting documents by the deadline or not in the required format will not be eligible for consideration. Applications submitted to the City of Corpus Christi become the property of the City and may be reviewed by the public upon request. Eligibility Review Team members may neither discuss, review, nor score applicants with whom they have a conflict of interest (see definition below) currently or in the past twelve months or projected grant term.

ACC REVIEW PANEL

If applications have met all the Basic Eligibility Requirements, they will be reviewed and evaluated by the Review Panel made up of the Arts & Cultural Commission. Meetings will be scheduled so that panelists may review, discuss and score all eligible applications. The ACC Review Panel will meet in compliance with the Open Meetings Act. All meeting dates and agendas are publicly posted on the electronic bulletin board in the atrium of Corpus Christi's City Hall. Members of the ACC Review Panel must declare their conflicts of interest regarding the organizations being reviewed. ACC Review panel members may neither discuss, review, nor score applicants with whom they have a conflict of interest *(see definition below)* currently, or in the past twelve months, or projected grant term.

CONFLICT OF INTEREST

Members of the Review Panel must declare their conflicts of interest regarding the organizations being reviewed. Review panel members may neither discuss, review, nor score applicants with whom they have a

conflict of interest currently, in the past twelve months, or for the projected grant term. A conflict of interest is defined as a circumstance such as employment, board membership, or other personal interest that influences an individual's ability, or the perception of their ability, to perform their duties without bias or prejudice.

EVALUATION CRITERIA

The two main criteria below will be used to score each application up to a maximum score of 100 points. A score of at least 70 points (ACC Review Panel average) must be earned for the application to receive a funding recommendation. The application must address each of the following:

Artistic Merit (40 points, possible 10 points per question)

- Describe how the organizations past programs or services have demonstrated cultural significance for the community.

  Reviewer will evaluate applicant's past programs and/or services

- Describe the unique characteristics and artistic vision of this proposed project.

  Reviewer will evaluate the project's originality and creativity

- List the qualifications of the proposed participating artists or experts and identify their role in the project.

  Reviewer will evaluate the qualifications of participating artists or experts

- In what ways will the project support the ACC's mission?

  Reviewer will evaluate project's ability to enhance Corpus Christi's identity as an arts and cultural destination.

Economic and Social Impact (60 points, possible 10 points per question)

- Detail how the project will attract visitors to Corpus Christi from up to 125 miles and what is the expected attendance.

  Reviewer will evaluate the project's potential draw/expected attendance and the applicant's research and analysis of potential audience.

- How does the marketing strategy target overnight visitors?

  Reviewer will evaluate the applicant's marketing plan to attract tourists as described in application and whether marketing budget is reasonable and complete.

- List the methods that will be used to collect data regarding audience demographics, audience involvement, and tourists in attendance (example: ZIP code collection, online ticket sales, phone apps, social media)?

  Reviewer will evaluate the applicant's information gathering/recordkeeping methods

- What is the budget justification for the project and how was it developed?

  Reviewer will evaluate whether budget is reasonable and complete

- List all sources of revenue for the proposed project (including this grant request).

  Reviewer will evaluate the applicant's revenue diversity

- How will the project stimulate the local business economy? List local businesses and organizations you will be working with on this project (example: local printers, event firms, reserved blocks at hotels).

  Reviewer will evaluate the project's ability to stimulate the local business economy and the level of engagement with local businesses.

Appeal Process

A score of at least 70 points must be earned for the application to receive a funding recommendation. Applicants who meet the basic eligibility requirements, but do not score at least 70 points, will be notified by November 22, 2021 and have until December 1, 2021, to submit a formal appeal.

Applicants who believe their proposals for funding or approval were rejected for the following two reasons may appeal to the Commission for reconsideration:

1. influence of evaluation panel or Commissioners who willfully failed to disclose conflicts of interest; or
2. provision of incorrect information by City staff or evaluators at the time of scoring, despite the presence of the correct information as part of the original application.

The applicant must be able to show a link between one of these circumstances and a low score or rating and/or negative panel comment. Failure to submit a complete application by the deadline does not constitute grounds for an appeal. Dissatisfaction with the denial of a grant or with the amount of the grant is an insufficient reason for appeal.

Appeals must be presented through the Arts Grant appeal form to City Staff at ShellyR@cctexas.com. **The deadline for appeals is December 1, 2021.** All appeals will be presented to the Commission for their consideration. Applicant will be notified after the Commissioners' final decision. **All decisions of the Commission are final.**

How to Apply for an Arts Grant

A link to the grant application will be available on the Parks and Recreation website at:

www.ccparkandrec.com **on October 1, 2021**. From the Parks and Recreation homepage select '**Arts & Culture**' for information on the 2022 Arts Grant Program.

The grant documents one (1) through seven (7) listed below constitute one (1) grant packet.

1. Application: To be completed by an authorized official of organization.
2. Project Narrative Form

3. Budget Form: A full itemization of each expenditure and revenue amount is required. Project budget must indicate expenses and revenue available during the grant year January 1, 2022 through December 31, 2022.

Supporting Documents:

4. Proof of 501(c) tax exempt status - copy of IRS tax determination letter only
5. Proof of 'active' status (or recent registration) with Texas Secretary of the State Office *(NOT Comptroller's Office)*
6. Copy of first page of IRS Form 990, 990 PF, 990 EZ or 990 N for organization's Fiscal Year 2020 (or most recent year available)
7. Provide a notarized sworn statement from the Board of Director's Chair or Recording Secretary which includes a list of the past 12 month's meeting dates, a list of the organization's current Board of Directors and the contact information for the Board Chair.

Receiving an Arts Grant

GRANT AGREEMENT WITH CITY OF CORPUS CHRISTI

Organizations that are awarded grants ("grantees") will enter into a grant agreement with the City of Corpus Christi. Only an authorized official of the organization may sign the grant agreement, such as the Board President, CEO, or Executive Director; the organization must be legally and financially eligible to enter into a grant agreement. The grant agreement will outline the terms of the grant, scope of services, reporting requirements and legal issues applicable to the funding.

AGREEMENT REQUIREMENTS

GRANTEES MUST

- Acknowledge the support of the City of Corpus Christi through the use of the Arts and Cultural Commission logo and HOT Funds credit line on all marketing and promotional materials. The logo will be made available to all grantees.

- Actively promote tourism and the hotel and convention industry as a goal of the grantee's activities.
- Submit a Completion Report 45 days after the last grant funded event and no later than February 17, 2020, to the Director of Parks and Recreation, or designee, who will review the reports to verify whether the grant funding provided to the grantee was spent in accordance with the requirements in the agreement.
- Provide the Arts and Culture office, written notification of any significant changes to the grant funded project for approval by the Arts & Cultural Commission. Significant changes may include but are not limited to: change in venue, project date, or artists or performers.
- Observe and obey all applicable laws, ordinance, regulations and rules of the Federal, State, County and City governments. The agreement is subject to applicable provisions of the City Charter and the City Code of Ordinances.

GRANT PAYMENT

Grant payments will be made in two installments. Generally, the initial payment will be made after the execution of the grant agreement and funds will be made available after February 1, 2022. Please plan accordingly. The second payment will be made within 30 days upon submission and approval of the Completion Report. Grantees with outstanding reports from previous years are not eligible to receive payments until the previous grants are closed-out. Grantees with outstanding Completion Reports that are more than 6 months overdue forfeit the next year's grant award. Organizations are ineligible for any grants if they are in default of a previous grant.

REPORTING REQUIREMENTS

Completion Reports are requirements of the Arts Grant program, as well as financial documentation of all related expenditures and revenues. Failure to submit could cause forfeiture of grant award and jeopardize future awards.

Completion Reports will include the following:

- A copy of all advertising and promotion materials for the funded activity(s) to demonstrate use of the City-provided logo on all materials.
- All necessary documentation for each revenue line item which will include proof of required income supported by copies bank statement(s) or validated deposit slip(s) showing funds deposited into the organization's bank account within the grant year.
- All necessary documentation for each exp[illegible]e item which will include copies of invoices, bills or

contracts for all grant related expenses and any associated credit card receipts, credit card statements, copies of cancelled checks or bank statements which provide proof of payment by the organization for the expense within the grant year.

- A written estimate of the number of grantee's arts program attendees that reside at least 125 miles outside the City of Corpus Christi. This may be accomplished with the use of a visitor log, audience survey, tallying the number of out-of- town billings or by listing the out-of-town zip codes gathered through the ticket sales process.
- A written description of the marketing or advertising strategy used as part of the final completion report. Coordination with local hotels and restaurants is encouraged.

Completion Report with supporting documentation must be submitted within **45 days** of the grantees last grant related event. Any copies of cancelled checks not yet received from the grantees bank at time of submission must be forwarded to the Parks and Recreation Department upon request.

City Staff, or its authorized representative, may call for a complete breakdown of actual event expenditures, cash resources, and in-kind services and shall have access to the financial records of each event.

The City of Corpus Christi promotes participation regardless of race, color, national origin, sex, age, religion, disability or political belief. Reasonable accommodations are provided upon request and in accordance with the Americans with Disabilities Act. For assistance or to request a reasonable accommodation, please call 361-826-3460 at least 48 hours in advance. Upon request, this information can be available in large print or digital file.

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Receive a briefing on the Red, White, and BBQ event.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Mr. Douglas Finch, City Manager
Ms. Jennifer Otey, Budget Administrator
Ms. Lolecia Day, Assistant Economic Development Director

BACKGROUND/HISTORY:
Councilmember Gooden requested an update on the use of funds for the Red, White, and BBQ event from July 4 - 6, 2024.

POLICY EXPLANATION:
The City Council previously this year authorized a budget adjustment for the use of HOT funds; however, the adjustment was not needed nor did a transfer occur. Budget Administrator Otey will help answer any questions.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:

NA

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Briefing on Fund Balance Policy

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, CFO

BACKGROUND/HISTORY:
The purpose of this briefing is to review and receive feedback from the City Council on the city's Fund Balance Policy. The Fund Balance policy was last reviewed and approved by the City Council per Resolution # 2011-092005 on September 20, 2011. The revised policy provides a minimum and maximum fund balance target and fund balance definitions.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	Purchase Amount	After Encumber
NA	NA	NA

ACTION ALTERNATIVES:
NA

ATTACHMENTS:
COD 2024-Fund-Balance-Policy - Draft

DRAFT

CITY OF DUNCANVILLE
FUND BALANCE POLICY

A. PURPOSE

The purpose of this policy is to establish a key element of the financial stability of the City by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the City maintain adequate levels of unassigned fund balance to ensure we are best positioned to address unforeseen revenue fluctuations, and unanticipated expenditures. Fund balance also provides cash flow liquidity for the City's general operations.

B. POLICY STATEMENT

The finances of the City of Duncanville will be managed so as to maintain balances of the various funds at levels sufficient to mitigate current and future risks, ensure stable tax rate and user fees, and protect the City's creditworthiness. To assure the appropriate level in all funds, the City will maintain goals for Unassigned Fund Balance(s) in the General Fund and Proprietary Funds as follows:

Unassigned fund balance goal of not less than 25% (approximately 90 days of operation); and no more than 41% (approximately 150 days of operation) of the average annual budget appropriations.

C. FUNDS AND USES

GENERAL FUND

Inventories, prepaid items or other assets that are not expected to be converted to cash shall be classified as nonspendable. The long-term amount of loans and notes receivable, as well as property acquired for resale shall also be classified as nonspendable. Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council shall be classified as committed. Amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed shall be classified as assigned. Unassigned shall be used for everything else.

OTHER GOVERNMENTAL FUNDS

Debt Service

This fund accounts for ad valorem taxes used to service debt. Fund balance shall be classified as restricted due to requirements in bond indentures.

Street Construction Fund

This fund accounts for and reports financial resources that are restricted, committed, or assigned

to expenditure for capital outlays of streets. All fund balance generated from proceeds from bonds or grants shall be classified as restricted if the revenue was statutorily restricted by an external party. All other fund balance shall be classified as committed if the revenue was constrained by formal City Council action. All other fund balance shall be classified as assigned.

Hotel Motel Tax

This fund accounts for the revenue received from local hotel occupancy taxes. All fund balance derived from this activity shall be classified as restricted and be used for the sole purpose as described in chapter 351 of the State of Texas Tax Code.

Drainage Fees

This fund accounts for revenue received from drainage fees used to fund major storm water drainage improvement projects throughout the City as required by City of Duncanville Ordinance No.1511. All fund balance received from these fees shall be classified as committed.

Grants

This fund accounts for the revenue received from Federal and State grants. All fund balance derived from this activity shall be classified as restricted and be used for the sole purpose as described in the grant agreement(s).

Court Technology

This fund accounts for the revenue received from court fees earmarked for court technology advancements. All fund balance derived from this revenue shall be classified as restricted and be used for the sole purpose as described in chapter 102 of the Texas Code of Criminal procedure.

Court Security

This fund accounts for the revenue received from court fees earmarked for court security. All fund balance derived from this revenue shall be classified as restricted and be used for the sole purpose as described in chapter 102 of the Texas Code of Criminal procedure.

Juvenile Case Manager

This fund accounts for the revenue received from court fees earmarked for a juvenile case manager. All fund balance derived from this revenue shall be classified as restricted and be used for the sole purpose as described in chapter 102 of the Texas Code of Criminal procedure.

Asset Forfeiture

This fund accounts for the revenue received from forfeiture of contraband. All fund balance derived from this revenue shall be classified as restricted and be used for the sole purpose as described in chapter 59 of the Texas Code of Criminal procedure and the Federal Equitable Sharing Agreement.

Park Construction

This fund accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for capital outlays of parks and recreational facilities. All fund balance generated from proceeds from bonds or grants shall be classified as restricted if the revenue was statutorily restricted by an external party. All fund balance generated from the bond or grant proceeds shall be classified as committed if the revenue was constrained by formal resolution by the City Council. All other fund balance shall be classified as assigned.

Capital Improvements

This fund accounts for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays of various one-time capital improvements. All fund balance generated from proceeds from bonds or grants shall be classified as restricted if the revenue was statutorily restricted by an external party. All fund balance generated from the bond or grant proceeds shall be classified as committed if the revenue was constrained by formal resolution by the City Council. All other fund balance shall be classified as assigned.

Duncanville Community Economic Development Corporation

This fund accounts for and reports financial resources that are restricted or assigned to expenditure for economic development. All fund balance generated from sales and use tax proceeds shall be classified as restricted and be used for the purposes indicated in the Development Corporation Act of 1979 found in chapters 501-505 of the Local Government Code. All other fund balance shall be classified as assigned.

PROPRIETARY FUNDS

Proprietary funds, also known as Enterprise Funds, include Utility, Sanitation, and the Fieldhouse Funds. All fund balances derived within each of these funds shall be classified as unrestricted but are to be used for the needs and operations of each activity, as appropriated.

RESTORATION OF FUND BALANCE RANGE

Should the Fund balance for any fund exist outside the target range, the Chief Fiscal Officer and/or the City Manager will advise the City Council. Working with the City Council, the Chief Fiscal Officer and/or the City Manager will prepare a plan for restoration of the balance to the target levels and achieve the target level as soon as practicable within the next fiscal year. The City Council may consider appropriations of Unrestricted Fund Balance to Reserve Funds at anytime to assist with restoring balances to the proper range.

DRAFT

REPORTING OF FUND BALANCE TO THE CITY COUNCIL

The Chief Fiscal Officer and/or the City Manager shall report to the City Council monthly on the status of all funds. The monthly fund balance report shall include the estimated fund balance for the fund, along with the minimum and maximum amounts allowable per the fund balance policy.

D. DEFINITIONS

Cash Balance: The sum of cash and the investment of an accounting fund.

Fund Balance: The difference between the assets and liabilities reported in a governmental fund. Fund balance is not the cash balance of the City, the fund balance consists of other assets such as money due from the state and federal government, taxes receivable, and accounts receivable. Fund Balances are classified into various components depending on the limitations placed on the use of the funds. The hierarchy indicates the extent to which a government is bound to observe spending constraints that govern how it can use amounts reported in the governmental funds balance sheet.

For proprietary funds, such as the Utility Fund, Sanitation, and the Fieldhouse Fund, the Fund Balance is the working capital, current assets minus current liabilities.

Fund Balance Designations:

- **Nonspendable Fund Balance** includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example, inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale. However, if the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned then they shall be included in the appropriate fund balance classification (restricted, committed, or assigned), rather than nonspendable fund balance.

- **Restricted Fund Balance** includes amounts where constraints placed on the use of resources are either:
    - Externally imposed be creditors (such as though debt covenants), grantors, contributors, or laws or regulations of other governments; or
    - Imposed by law through constitutional provisions or enabling legislation

- **Committed Fund Balance** includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council. Amounts classified as committed may be redeployed for other purposes with appropriate due process.

- **Assigned Fund Balance** includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. Intent shall be expressed by (a) the City Council itself (b) a body (budget or finance committee for example or (c) an official to which the City Council has delegated the authority to assign

amounts to be used for specific purposes such as the Mayor, City Manager, or the Chief Fiscal Services Officer.

- **Unassigned Fund Balance** is the residual classification for the general fund and includes all amounts not contained in the other classifications (i.e., surplus). Unassigned amounts are technically available for any purpose.

APPROVED BY CITY COUNCIL:

September 20, 2011, by Resolution 2011-092005

REVISED:

September 2024 – pending approval

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
The purpose of this briefing is to provide an overview of the current plan for special events for fiscal year 2025. This briefing will outline the budgetary allocations, funding sources and recommendations for supporting upcoming city-sponsored events.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
LoLecia Day, Assistant Director of Economic Development
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
Special events are a vital component of Duncanville's community engagement strategy, fostering local pride, cultural celebration and civic participation. These events significantly contribute to the city's vibrancy and community cohesion.

POLICY EXPLANATION:
2025 Planned Signature Special (DCEDC) Events:
* July 4th (a one day event) with fireworks: $ 150,000;
* Christmas Parade with drone show: $ 125,000;
* Juneteenth: $ 10,000 (BSW contribution);
* Hispanic Heritage (BSW - event Duncanville 2025): $ 50,000 ($30,000 in revenue from other 3 cities);
* Contingency: $25,000;
Total: **$ 360,000 (DCEDC funds)**

Any other signature special event (DCEDC) would have to be authorized and voted on by both the DCEDC board and City Council.

In addition, Parks and Recreation will plan the community events (non-DCEDC events) utilizing their financial and personnel resources to include the events: smaller events, Easter Egg Hunt, Family Game Night, Boo Bash, Family Field Day, Daddy Daughter Dance, Jr. Grand Prix, Movies or Concerts, Parents Night Out, Princess Tea Party, National Night Out, and Fire Side Chats. Parks and Recreation may still collaborate with Economic Development in terms of requesting support or sponsorships to be considered on a case-by-case basis; however, the Community Events are all planned and budgeted through Parks and Recreation.

This briefing is to give the Council an opportunity to provide feedback in addition to our Budget Workshop scheduled for September 5th.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

N/A

1.

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Receive the Fiscal Year 2023-2024 Third Quarter Investment Report as of June 30, 2024.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Richard Jackson, Fiscal Services Managing Director

BACKGROUND/HISTORY:
The investment balance on March 30, 2024, was $90,188,177, with an ending balance as of June 30, 2024, of $80,297,011. The portfolio decreased by $9,891,166.

The government pooled investments, LOGIC and TexPool, yield collectively decreased by 7 basis points during the period. As a reminder, 100 basis points equates to 1%. The LOGIC pool, as demonstrated on page 3 of the attached investment report, continues to yield at a higher rate than our earnings credit rate applied to the City's Wells Fargo account, and the CD interest rates earned with a yield average of 5.17%.

The City's average rate of return increased to 5.36% during this period. All CDs and Money Market investments are fully secured at a minimum of 100% of principle by pledged collateral. Letters of Credit held by the Federal Home Loan Bank and FDIC insurance are currently at $250,000 per institution. Overall, Duncanville's investment interest earnings totaled $1,132,917 for the third quarter and $3,153,901 Fiscal Year to date as of June 30, 2024. Strategies to diversify and ladder the portfolio continue to be utilized as interest rates are adjusted in the marketplace.

POLICY EXPLANATION:
PFIA (Public Funds Investment Act) recommends quarterly investment reports are provided to the governing body. This report will cover the Fiscal Year 2024's third quarter investment activity and interest earnings. The City of Duncanville Investment Report will cover beginning and ending

investment balances and summarize investment activity from October 2023 through June 2024. All investments must comply with the PFIA requirements and guidelines.

FUNDING SOURCE:

ORG and Object Number
n/a

Available Budget	**Purchase Amount**	**After Encumber**
n/a	n/a	n/a

ACTION ALTERNATIVES:
There is no City Council action required.

ATTACHMENTS:
FY 2024 Quarterly Investment Report as of June 30, 2024

Duncanville
City of Champions

City of Duncanville, Texas

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2024

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Duncanville is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Richard Jackson, Managing Director of Fiscal Services/CFO

Tia Pettis, Assistant Director of Fiscal Services

Disclaimer: These reports were compiled using information provided by the City of Duncanville. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	March 31, 2024 Book Value	March 31, 2024 Market Value	June 30, 2024 Book Value	June 30, 2024 Market Value	Ave. Yield
DDA	$ 1,384	$ 1,384	$ 103,384	$ 103,384	0.00%
MMA/MMF/LGIPs	70,841,557	70,841,557	60,718,266	60,718,266	5.36%
CDs	19,345,236	19,345,236	19,475,362	19,475,362	5.37%
Totals	**$ 90,188,177**	**$ 90,188,177**	**$ 80,297,011**	**$ 80,297,011**	5.36%

Current Quarter Weighted Average Yield (1)	
Total Portfolio	5.36%
Rolling Three Month Treasury	5.47%
Rolling Six Month Treasury	5.34%
TexPool	5.31%

Fiscal Year-to-Date Weighted Average Yield (2)	
Total Portfolio	5.32%
Rolling Three Month Treasury	5.48%
Rolling Six Month Treasury	5.40%
Average Monthly TexPool	5.34%

Interest Earnings (Approximate)	
Quarterly Interest Income	$ 1,132,917
Year-to-date Interest Income	$ 3,153,901

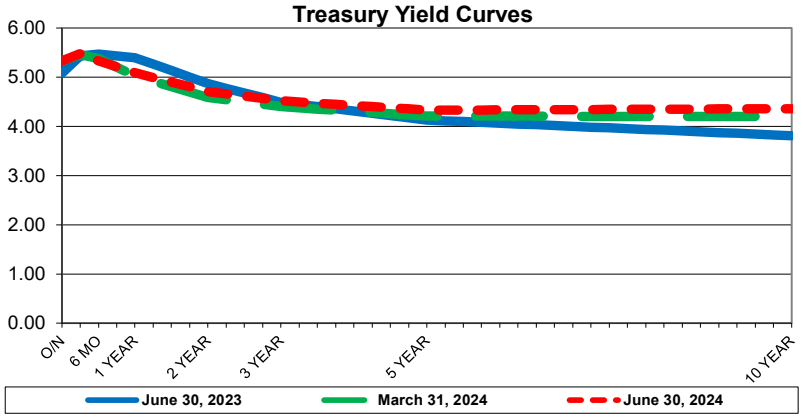
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees. The yield for the reporting month is used for bank and money market balances.

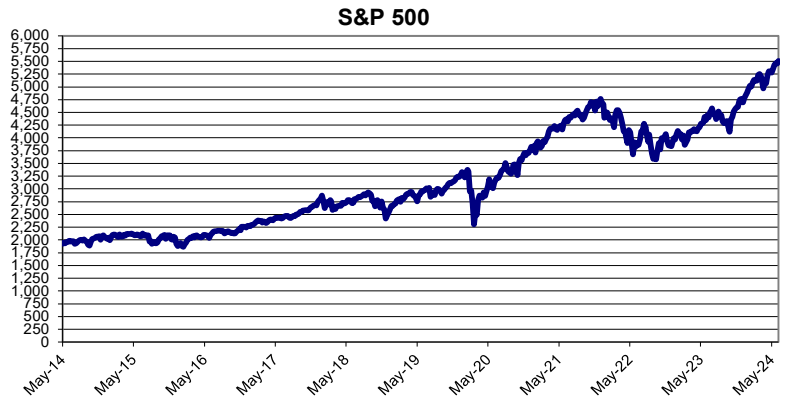
(2) **Fiscal Year-to-Date Weighted Average Yield -** calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

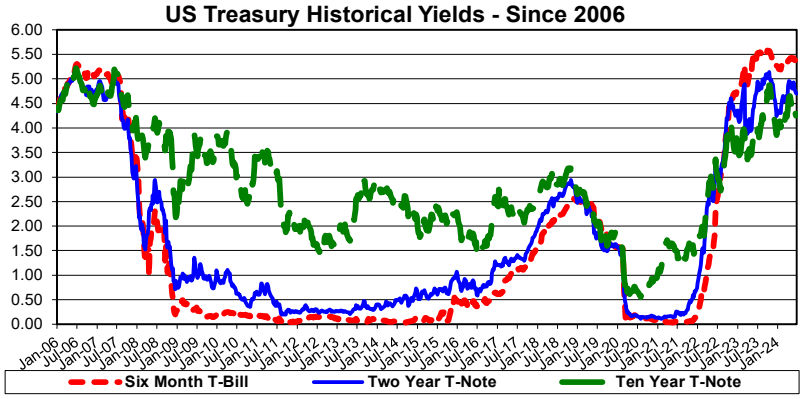
Economic Overview

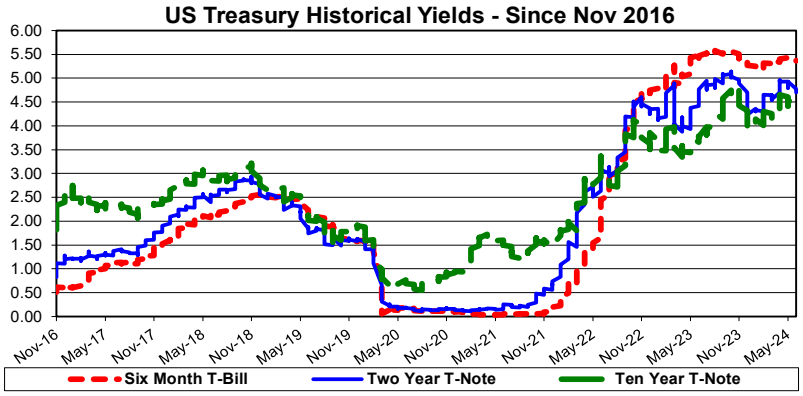
6/30/2024

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). Expectations are for reduced future rates, but any actions will be meeting-by-meeting and "data-dependent." June Non-Farm Payroll slightly exceeded expectations at 206k new jobs, but the previous two months were revised down causing the Three Month Rolling Average to fall to 177k. Final First Quarter 2024 GDP reported +1.4%. The S&P 500 Stock Index created new highs above +/-5,500. The yield curve remains inverted but longer yields rose slightly. Crude Oil trades over $80 per barrel. Inflation declined slighted but remains above the FOMC 2% target (Core PCE +/-2.6% and Core CPI +/-3.4%). Reduced global economic outlooks and ongoing/expanding military conflicts continue increasing uncertainty.









Investment Holdings

June 30, 2024

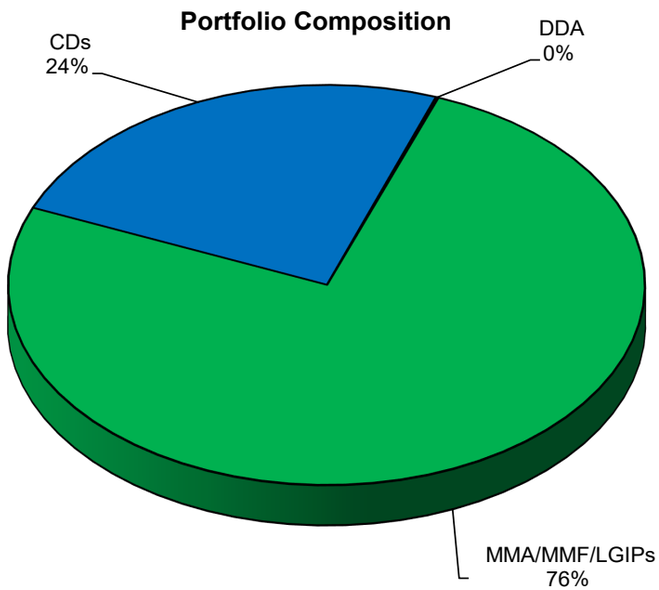
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank DDA (3)		0.00%	07/01/24	06/30/24	$ 103,384	$ 103,384	1.00	$ 103,384	1	0.00%
Allspring Gov't MMF-WF Sweep Acc't (4)	AAA/Aaa-mf	5.20%	07/01/24	06/30/24	25,033,007	25,033,007	1.00	25,033,007	1	5.20%
Origin Bank MMA		4.71%	07/01/24	06/30/24	1,069,614	1,069,614	1.00	1,069,614	1	4.71%
NexBank IntraFi MMA		5.55%	07/01/24	06/30/24	25,862,549	25,862,549	1.00	25,862,549	1	5.55%
Prosperity Bank MMA		1.10%	07/01/24	06/30/24	10,309	10,309	1.00	10,309	1	1.10%
TexPool	AAAm	5.31%	07/01/24	06/30/24	5,533,865	5,533,865	1.00	5,533,865	1	5.31%
LOGIC LGIP	AAAm	5.41%	07/01/24	06/30/24	3,208,922	3,208,922	1.00	3,208,922	1	5.41%
East West Bank CD		5.48%	07/29/24	03/28/24	3,043,092	3,043,092	100.00	3,043,092	29	5.63%
East West Bank CD		5.46%	08/28/24	03/28/24	2,387,477	2,387,477	100.00	2,387,477	59	5.61%
East West Bank CD		5.12%	10/09/24	01/09/24	2,049,412	2,049,412	100.00	2,049,412	101	5.25%
East West Bank CD		5.46%	10/09/24	04/09/24	2,052,941	2,052,941	100.00	2,052,941	101	5.61%
East West Bank CD		5.46%	10/15/24	04/15/24	537,924	537,924	100.00	537,924	107	5.61%
East West Bank CD		4.93%	01/09/25	01/09/24	2,047,528	2,047,528	100.00	2,047,528	193	5.05%
Harmony Bank CD		4.43%	04/07/25	04/07/24	521,610	521,610	100.00	521,610	281	4.50%
East West Bank CD		5.24%	04/18/25	04/18/24	1,040,342	1,040,342	100.00	1,040,342	292	5.38%
East West Bank CD		5.24%	04/22/25	04/22/24	2,020,198	2,020,198	100.00	2,020,198	296	5.38%
Origin Bank CD		4.85%	04/24/25	01/24/24	1,594,424	1,594,424	100.00	1,594,424	298	4.94%
East West Bank CD		5.21%	05/06/25	05/06/24	2,180,411	2,180,411	100.00	2,180,411	310	5.34%
					$ 80,297,011	**$ 80,297,011**		**$ 80,297,011**	**42**	**5.36%**
									(1)	**(2)**

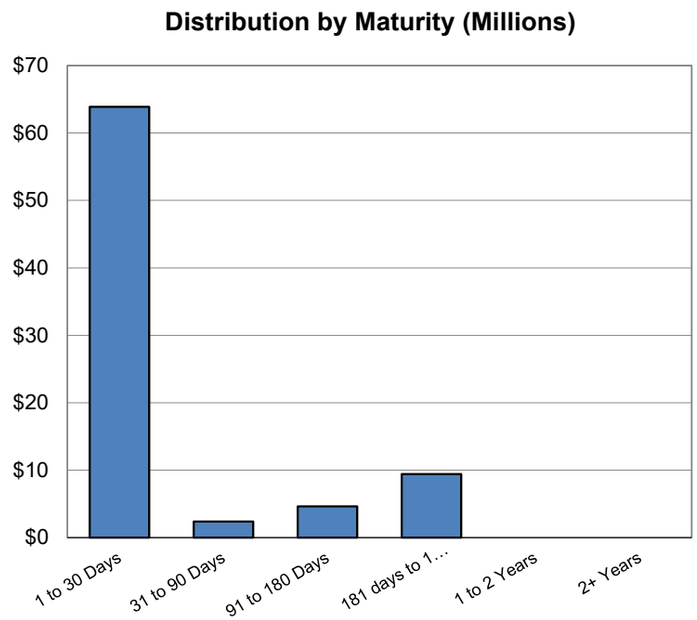
(1) Weighted average life - For purposes of calculating weighted average life, bank accounts and money market funds are assumed to have an one day maturity.

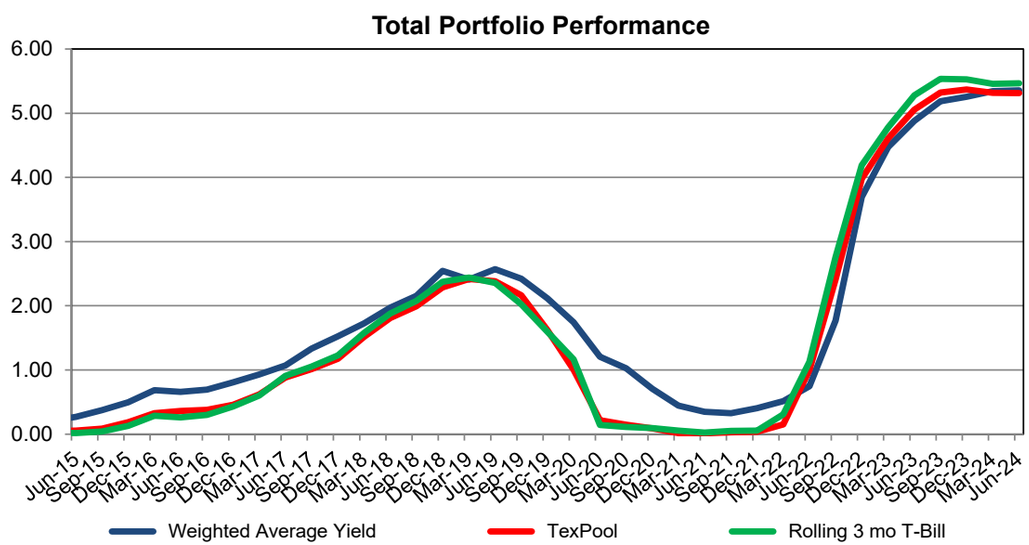
(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts and money market funds.

(3) Earnings Credit Rate - Wells Fargo balances are used to to offset bank fees generating an estimated Earnings Credit Rate.

(4) Sweep MMF - Utilizes a SEC registered Allspring Global Money Market Mutual Fund focused on preserving capital and maintaining a high level of liquidity by actively managing a diversified portfolio of short-term U.S. government debt and repurchase agreements and seeks to maintain a stable net share value of $1.000.


Portfolio Composition
CDs
24%
DDA
0%
MMA/MMF/LGIPs
76%


Distribution by Maturity (Millions)
$70
$60
$50
$40
$30
$20
$10
$0
1 to 30 Days
31 to 90 Days
91 to 180 Days
181 days to 1…
1 to 2 Years
2+ Years


Total Portfolio Performance
6.00
5.00
4.00
3.00
2.00
1.00
0.00
Jun-15
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Mar-24
Jun-24
Weighted Average Yield
TexPool
Rolling 3 mo T-Bill

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/24	Increases	Decreases	Book Value 06/30/24	Market Value 03/31/24	Change in Market Value	Market Value 06/30/24
Wells Fargo Bank DDA	0.00%	07/01/24	$ 1,384	$ 102,000	$ –	$ 103,384	$ 1,384	$ 102,000	$ 103,384
Allspring Gov't MMF-WF Sweep Acc't	5.20%	07/01/24	35,639,598	–	(10,606,592)	25,033,007	35,639,598	(10,606,592)	25,033,007
Origin Bank MMA	4.71%	07/01/24	1,057,440	12,174	–	1,069,614	1,057,440	12,174	1,069,614
NexBank IntraFi MMA	5.55%	07/01/24	25,507,182	355,367	–	25,862,549	25,507,182	355,367	25,862,549
Prosperity Bank MMA	1.10%	07/01/24	10,261	48	–	10,309	10,261	48	10,309
TexPool	5.31%	07/01/24	5,461,190	72,675	–	5,533,865	5,461,190	72,675	5,533,865
LOGIC LGIP	5.41%	07/01/24	3,165,885	43,036	–	3,208,922	3,165,885	43,036	3,208,922
Harmony Bank CD	3.94%	04/07/24	516,537	–	(516,537)	–	516,537	(516,537)	–
East West Bank CD	5.65%	04/09/24	2,025,169	–	(2,025,169)	–	2,025,169	(2,025,169)	–
East West Bank CD	5.08%	04/15/24	530,754	–	(530,754)	–	530,754	(530,754)	–
Texas Capital Bank CD	4.87%	04/17/24	2,116,680	–	(2,116,680)	–	2,116,680	(2,116,680)	–
East West Bank CD	5.94%	04/18/24	1,026,587	–	(1,026,587)	–	1,026,587	(1,026,587)	–
East West Bank CD	5.90%	05/06/24	2,151,180	–	(2,151,180)	–	2,151,180	(2,151,180)	–
East West Bank CD	5.63%	07/29/24	3,001,802	41,290	–	3,043,092	3,001,802	41,290	3,043,092
East West Bank CD	5.61%	08/28/24	2,355,200	32,277	–	2,387,477	2,355,200	32,277	2,387,477
East West Bank CD	5.25%	10/09/24	2,023,420	25,993	–	2,049,412	2,023,420	25,993	2,049,412
East West Bank CD	5.61%	10/09/24	–	2,052,941	–	2,052,941	–	2,052,941	2,052,941
East West Bank CD	5.61%	10/15/24	–	537,924	–	537,924	–	537,924	537,924
East West Bank CD	5.05%	01/09/25	2,022,532	24,996	–	2,047,528	2,022,532	24,996	2,047,528
Harmony Bank CD	4.50%	04/07/25	–	521,610	–	521,610	–	521,610	521,610
East West Bank CD	5.38%	04/18/25	–	1,040,342	–	1,040,342	–	1,040,342	1,040,342
East West Bank CD	5.38%	04/22/25	–	2,020,198	–	2,020,198	–	2,020,198	2,020,198
Origin Bank CD	4.94%	04/24/25	1,575,375	19,049	–	1,594,424	1,575,375	19,049	1,594,424
East West Bank CD	5.34%	05/06/25	–	2,180,411	–	2,180,411	–	2,180,411	2,180,411
TOTAL/AVERAGE	**5.36%**		**$ 90,188,177**	**$ 9,082,332**	**$ (18,973,498)**	**$ 80,297,011**	**$ 90,188,177**	**$ (9,891,166)**	**$ 80,297,011**

Allocation
June 30, 2024

Book & Market Value

	Total	General	ARPA	Utility	Debt Service	Pooled Cash Investments	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	$ 103,384	$ 103,384	$ –	$ –	$ –	$ –	$ –	$ –
Allspring Gov't MMF-WF Sweep Acc't	25,033,007	25,033,007	–	–	–	–	–	–
Origin Bank MMA	1,069,614	1,069,614	–	–	–	–	–	–
NexBank IntraFi MMA	25,862,549	17,233,716	–	–	–	–	–	8,628,833
Prosperity Bank MMA	10,309	2,382	7,133	794	–	–	–	–
TexPool LGIP	5,533,865	–	4,738,467	–	–	795,398	–	–
LOGIC LGIP	3,208,922	2,681,337	–	527,584	–	–	–	–
07/29/24–East West Bank CD	3,043,092	–	–	–	–	–	–	3,043,092
08/28/24–East West Bank CD	2,387,477	–	–	–	–	–	–	2,387,477
10/09/24–East West Bank CD	2,049,412	872,425	–	1,176,987	–	–	–	–
10/09/24–East West Bank CD	2,052,941	–	–	2,052,941	–	–	–	–
10/15/24–East West Bank CD	537,924	–	–	–	537,924	–	–	–
01/09/25–East West Bank CD	2,047,528	–	–	2,047,528	–	–	–	–
04/07/25–Harmony Bank CD	521,610	–	–	–	–	–	521,610	–
04/18/25–East West Bank CD	1,040,342	1,040,342	–	–	–	–	–	–
04/22/25–East West Bank CD	2,020,198	–	–	2,020,198	–	–	–	–
04/24/25–Origin Bank CD	1,594,424	–	–	–	–	–	1,594,424	–
05/06/25–East West Bank CD	2,180,411	2,180,411	–	–	–	–	–	–
Total	**$ 80,297,011**	**$ 50,216,618**	**$ 4,745,600**	**$ 7,826,033**	**$ 537,924**	**$ 795,398**	**$ 2,116,035**	**$ 14,059,403**

Allocation
March 31, 2024

Book & Market Value

	Total	General	ARPA	Utility	Debt Service	Pooled Cash Investments	Economic Development	Capital Projects Construction
Wells Fargo Bank DDA	$ 1,384	$ 1,384	$ –	$ –	$ –	$ –	$ –	$ –
Allspring Gov't MMF-WF Sweep Acc't	35,639,598	35,639,598	–	–	–	–	–	–
Origin Bank MMA	1,057,440	1,057,440	–	–	–	–	–	–
NexBank IntraFi MMA	25,507,182	16,996,914	–	–	–	–	–	8,510,268
Prosperity Bank MMA	10,261	2,371	7,100	790	–	–	–	–
TexPool LGIP	5,461,190	–	4,676,238	–	–	784,952	–	–
LOGIC LGIP	3,165,885	2,645,377	–	520,509	–	–	–	–
04/07/24–Harmony Bank CD	516,537	–	–	–	–	–	516,537	–
04/09/24–East West Bank CD	2,025,169	–	–	2,025,169	–	–	–	–
04/15/24–East West Bank CD	530,754	–	–	–	530,754	–	–	–
04/17/24–Texas Capital Bank CD	2,116,680	–	–	2,116,680	–	–	–	–
04/18/24–East West Bank CD	1,026,587	1,026,587	–	–	–	–	–	–
05/06/24–East West Bank CD	2,151,180	2,151,180	–	–	–	–	–	–
07/29/24–East West Bank CD	3,001,802	–	–	–	–	–	–	3,001,802
08/28/24–East West Bank CD	2,355,200	–	–	–	–	–	–	2,355,200
10/09/24–East West Bank CD	2,023,420	861,360	–	1,162,060	–	–	–	–
01/09/25–East West Bank CD	2,022,532	–	–	2,022,532	–	–	–	–
04/24/25–Origin Bank CD	1,575,375	–	–	–	–	–	1,575,375	–
Total	**$ 90,188,177**	**$ 60,382,211**	**$ 4,683,338**	**$ 7,847,740**	**$ 530,754**	**$ 784,952**	**$ 2,091,912**	**$ 13,867,270**

STAFF REPORT

MEETING: City Council - 03 Sep 2024

TITLE:
Receive the Parks and Recreation Department Quarterly Report

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Receive the Parks and Recreation Department Quarterly Report

POLICY EXPLANATION:
Receive the Parks and Recreation Department Quarterly Report

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
2024-09-03 - Parks and Recreation Quarterly Report



City of Duncanville

PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING
SEPTEMBER 3, 2024
BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

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

Employee Highlights

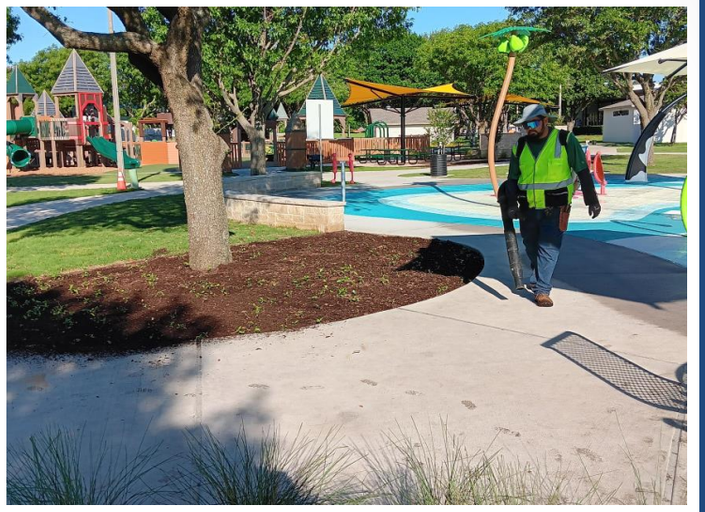
- Horticulture – Kaelyn Cruz – TDA Spray Applicator License
- Horticulture – John Cantu –TDA Spray Applicator License
- Athletics Crew – Jonathan Deleon – Certified Playground Safety Inspector License
- Irrigation – Mario Macias – Landscape Irrigation License
- Alvin McMiller – Retired after 24 years of Service to the City's Sanitation Crew.

Certified Playground Safety Inspector



Park Maintenance Measurables

- The Park Maintenance Operations Division
  - Acquired a much-needed Ford F250 Crew Cab for the Parks Maintenance Crew.
  - Maintenance Activities:
    - Removed storm brush and repaired damage from the May storm.
    - Conducted 40 playground inspections.
    - Resolved 32 cases of vandalism.
    - Installed new dog waste stations in various parks.
    - Replaced park signage across the city, including new "No Mowing Ladd Property" signs.
- The Irrigation Division
  - Completed necessary repairs to the Reduced Pressure Zone (RPZ) assemblies.
  - Repaired landscape beds along Hwy 67.
  - Programmed and installed controllers at the I-20 and Cedar Ridge GCAA Project.
  - Repaired and programmed the Danieldale Median Bed.





Park Maintenance Measurables

- The Athletics Division
  - Successfully closed out association usage with DSA, hosting an 86-team tournament.
  - Field Maintenance:
    - Applied 300 tons of sand to soccer fields and 76 tons of clay and conditioner to softball and baseball fields.
    - Assisted with the installation of new LED digital display boards provided by Youth Scoreboards.
    - Resodded 32 goalmouth areas.
- The Horticulture Division
  - Continued routine maintenance of 27,000 sq.ft. of landscape bedding across the city.
- Special Projects
  - Coordinated with Good earth Landscape for over 606 mowing cycles on city-owned property.
  - Collaborated with Smith Lawn and Tree Service and Arbor Masters to remove storm brush and continue preventative maintenance in parks, green spaces, and ROWs throughout the city.
  - Managed Dean Construction for the repair of the Quail Run Trail.





City of Duncanville

Keep Duncanville Beautiful Board

- KDB awarded 5 new properties as Curb Appeal Winners and Awarded Chick fil A – Duncanville with the Business Beautification Award for Summer 2024.
- The board hosted the Keep Texas Waterways Clean Community Cleanup, participated this year's Independence Day Celebration, hosted the inaugural Native Landscaping Workshop, actively contributing to environmental sustainability.
- KDB Upcoming Events –
  - *Community Cleanup Day*
    Saturday, September 14
  - *Keep Duncanville Beautiful Fall Sweep*
    Saturday, October 19
  - *S.E.E.D. Workday*
    (Sustainability Engagement Efforts in Duncanville)
    Saturday, October 26
  - *Arbor Day Celebration & Tree Planting*
    Saturday, November 2
  - *Pumpkin Recycling Event*
    Saturday, November 9



City of Duncanville

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Community Clean-Up Day
Saturday, September 14th

KEEP DUNCANVILLE BEAUTIFUL

COMMUNITY CLEAN-UP DAY

SAT., SEPT. 14
9:00 AM - 11:00 AM
WILLOW RUN PARK



CLEAN-UP SUPPLIES WILL BE PROVIDED.
FOR MORE INFORMATION CONTACT KDB AT
KDB@DUNCANVILLE.COM OR (972) 780-5072.

Duncanville
City of Champions

KDB Fall Sweep
Saturday, October 19th



S.E.E.D. Workday
Saturday, October 26th



Arbor Day Celebration & Tree Planting
Saturday, November 2nd



Pumpkin Recycling Event
Saturday, November 9th



Recreation Center Measurables

- Visits: June 2024 – August 2024
  - 144 memberships were sold throughout this quarter. We are seeing an increase in people coming in to renew 6-month memberships or start new ones since we are midway through the calendar year.
  - 6,746 visits (1.15% decrease in participation for this quarter from memberships due to summer vacations and holidays)
  - 1,347 Day Pass Visits (Slight decrease from last quarter due to students returning to school)
- Programs
  - Sidesteppers
  - Pickleball
  - Karate
  - Yoga
  - Jazzercise
  - Tumbling
  - Cheerleading
  - Volleyball





City of Duncanville

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Recreation Center Measurables

- Recent Special Events/Programs
  - Red, White & BBQ
  - Concert in the Park – Pure Blend
  - Movie in the Park – Jurassic World
  - Pickleball Camp
  - Movie in the Park – Top Gun: Maverick
- Upcoming Special Events/Programs
  - Concert in the Park – Hazard County – September 7
  - Catfish Catch – September 28
  - National Night Out – October 1
  - Family Field Day – October 5
  - Boo Bash – October 25
  - Cookies With Santa – December 14





City of Duncanville

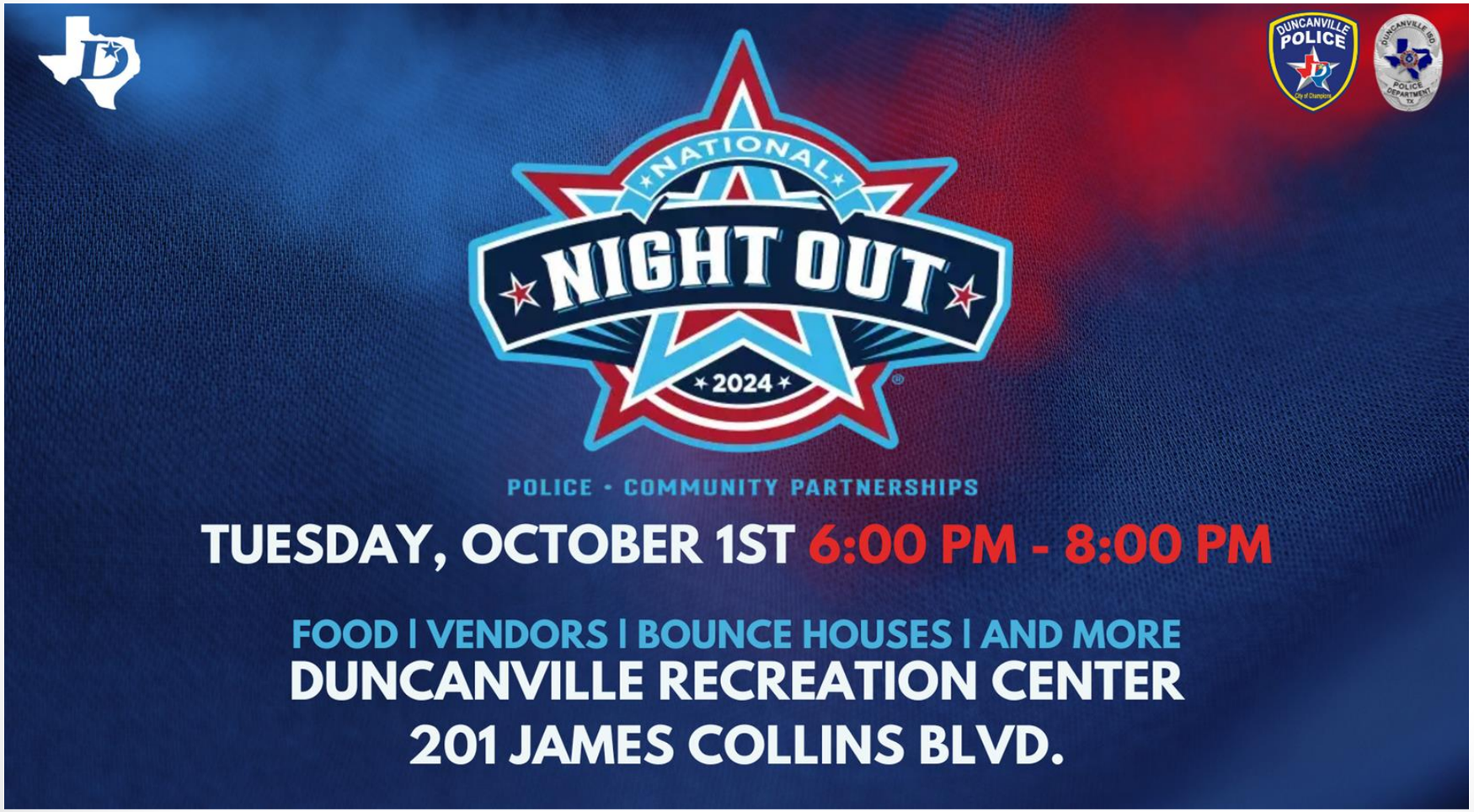
Concert in the Park – Hazard County
Saturday, September 7th



Catfish Catch
Saturday, September 28th



National Night Out
Tuesday, October 1st



Family Field Day
Saturday, October 12th



Boo Bash
Friday, October 25th



Senior Center Measurables

- Visits: June 2024 – August 2024
  - 53 new and renewed memberships were sold throughout this quarter.
  - 2,758 visits
- Meals Served through DAAA/VNA Services
  - Dine-in lunch
  - 9,412
- Events
  - Bingo
  - Coffee with the Mayor
  - Walk in the Park
  - Game Night
  - Bagel Social
  - Monthly Birthday Celebration
  - Trips to museums, restaurants, and entertainment venues
  - Various performances including choir and live entertainment





Senior Center Activities

- Staff continues to coordinate dine-in meal services for the senior citizens with the assistance of the Visiting Nurses Association (VNA) and Dallas Area Agency on Aging (DAAA).
  - Average in-person attendance is 45 members per day.
  - Average approximately 40 lunch meals per day (Dine-in).
  - Staff continues to provide mental games and activities for the seniors to keep their minds active and entertained, such as Bingo, Coffee with the Mayor, A Walk in the Park, Birthday Month Celebration, and other activities.
  - Working with the Share and Care Site Council, the staff makes weekly contact with all the members to make sure everyone is safe and inquire about any needs.

Bond Election Projects and Planning

- Armstrong Park
  - Project is complete
  - City received the full grant amount from Texas Parks and Wildlife
- Harrington Park
  - Plans are 100% complete
  - Options to be determined with all the bond projects
- Trails
  - Projects still to be identified
- Initiated Charles F. Ladd Nature Preserve Master Plan
- Initiated Dog Park Master Plan





Upcoming Initiatives

- SeeMyLegacy online donation and volunteer program
- Hometown Heroes banner program
- Downtown hanging flower baskets
- Perry Weather Lightning Detection for Armstrong Park and Harrington Park

City of Duncanville

Questions?

STAFF REPORT

MEETING: City Council - 06 Aug 2024

TITLE:
Monthly Financial Report as of July 31, 2024

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds. Additionally, a listing of current capital improvement projects is included with the report.

POLICY EXPLANATION:
The month of July is the tenth month of fiscal year 2023-2024. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues and expenditures can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 83.3%.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	Purchase Amount	After Encumber
NA	NA	NA

ACTION ALTERNATIVES:
No City Council action required.

ATTACHMENTS:
Monthly Financial Report as of July 31, 2024

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2023-2024
YEAR-TO-DATE OPERATIONS

AS OF JULY 31, 2024

OCTOBER 1, 2023 - JULY 31, 2024

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

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
8/23/2024

FY 2023-2024 FINANCIAL REPORT
as of July 31, 2024

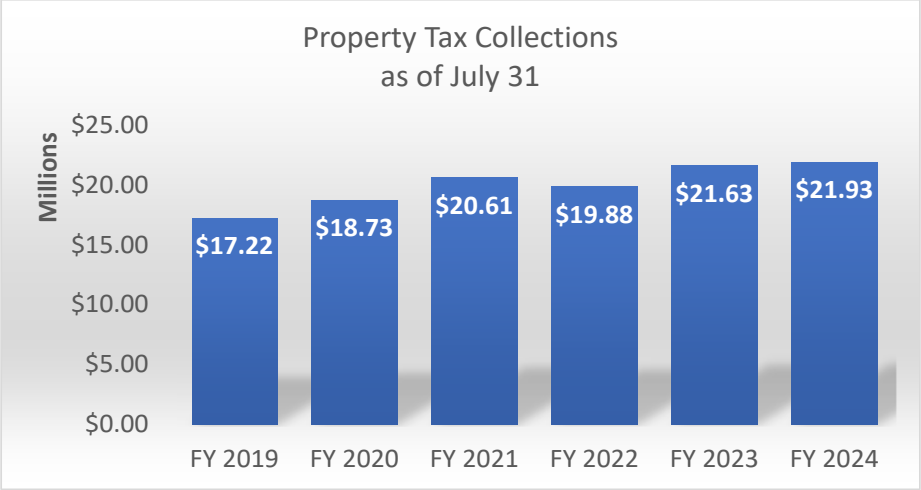
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through July 31, 2024, compared to the budgetary numbers for the fiscal year 2023-2024 and the actual numbers year-to-date for the fiscal year 2022-2023. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

July is the tenth month of the fiscal year (FY) 2023-2024. The benchmark percentage of funds received and expended is 83.3%. Below are highlights of year-to-date revenues and expenditures through July 31, 2024. The FY 2022-23 entries continue to be reconciled as the audit process is underway. Therefore, the beginning year balances will continue to be adjusted and smoothed out as the year progresses and the audit is concluded.

The charts throughout the summary compare the revenues and expenditures year-to-date, for the same period, for each fiscal year from FY 2019 to current.

PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget. Per Dallas County, current year collections are at 97.9% of the levy.

FY 2023-2024 FINANCIAL REPORT
as of July 31, 2024

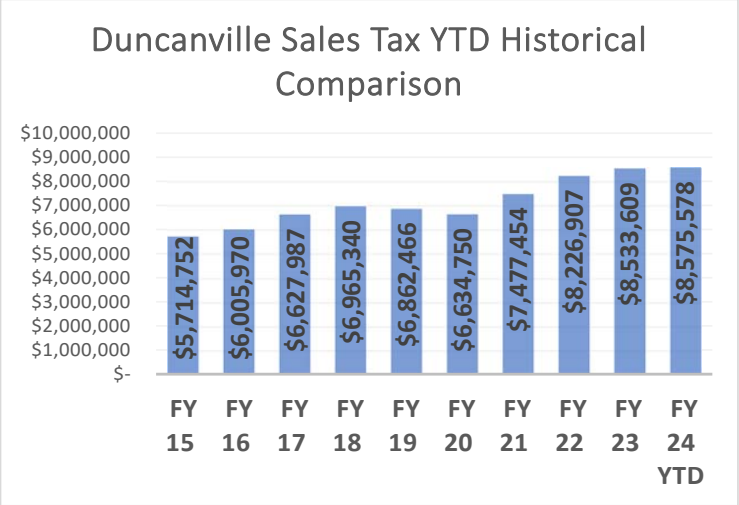
SALES TAX TREND

TOTAL SALES TAXES COLLECTED AND RECEIVED

.02 CENT ALLOCATION			FY	FY	FY	FY	FY	FY
COLLECTION MONTH	RECEIVED MONTH	% CHANGE PY ACCUMULATIVE	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19
OCT	DEC	2.92%	$ 1,022,816.88	$ 993,789.74	785,673.18	830,234.09	899,967.44	808,134.72
NOV	JAN	2.87%	$ 998,707.18	$ 971,344.59	970,431.17	802,203.37	799,874.76	761,307.93
DEC	FEB	-4.37%	$ 1,132,304.74	$ 1,332,694.48	1,207,624.54	1,045,330.25	1,093,884.42	982,541.46
JAN	MAR	-2.61%	$ 964,640.77	$ 931,089.88	915,721.95	798,307.67	692,647.12	751,474.37
FEB	APR	-0.59%	$ 964,486.83	$ 884,085.98	867,075.56	816,989.85	677,611.75	763,496.18
MAR	MAY	-1.89%	$ 1,296,966.63	$ 1,389,625.43	1,371,074.68	1,215,345.22	888,123.96	1,069,253.79
APRIL	JUN	-1.11%	$ 1,046,884.86	$ 1,007,903.02	1,053,655.75	1,073,951.31	773,096.95	846,390.05
MAY	JUL	0.49%	$ 1,148,770.33	$ 1,023,076.19	1,055,650.56	895,092.16	809,543.87	879,867.74
JUNE	AUG			$ 1,216,715.98	1,274,933.45	1,130,684.16	1,021,135.56	1,018,284.27
JULY	SEP			$ 1,043,855.32	1,039,021.98	1,013,137.28	774,925.04	861,472.41
AUG	OCT			$ 1,011,326.44	972,252.62	917,440.10	806,953.30	885,497.37
SEPT	NOV			$ 1,228,584.78	1,244,441.19	1,169,399.73	1,036,229.49	1,023,608.43
TOTAL			8,575,578.22	13,034,091.83	12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72
Total % Change over Prior Year				2.17%	8.96%	13.96%		
Total % Change over Prior Year - YTD			0.49%	3.73%	10.02%	12.70%		

Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or .005 cents goes to Economic Development.

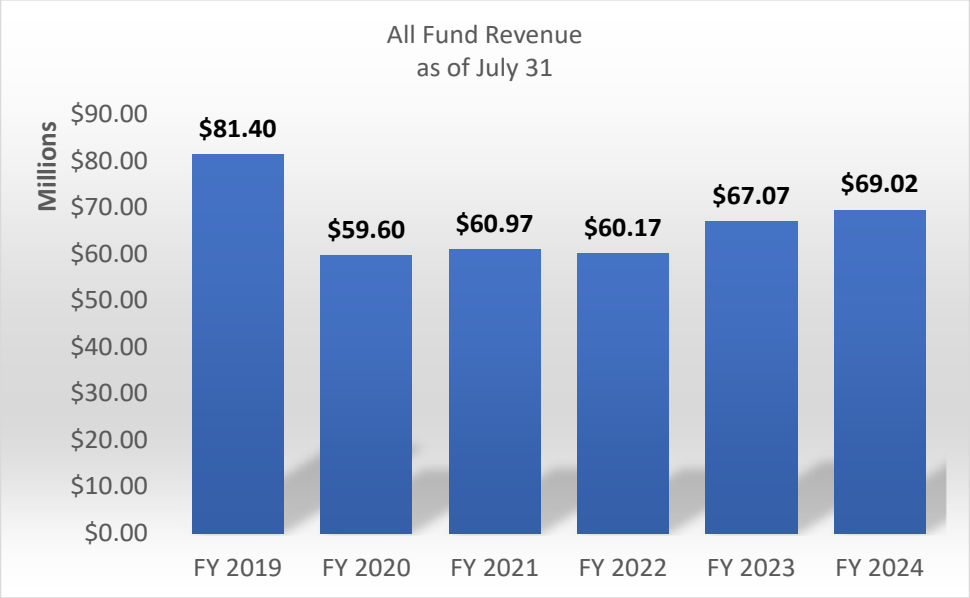
- Sales Tax collections are currently at +0.49% over the previous year's collections for the same time period.
- The benchmark of receipts year to date is 66.7% since collections are two months behind. Total actual receipts are 63.8% of the budget.
- The retail trade segment continues to lag compared to other segments, as compared to FY 2023.



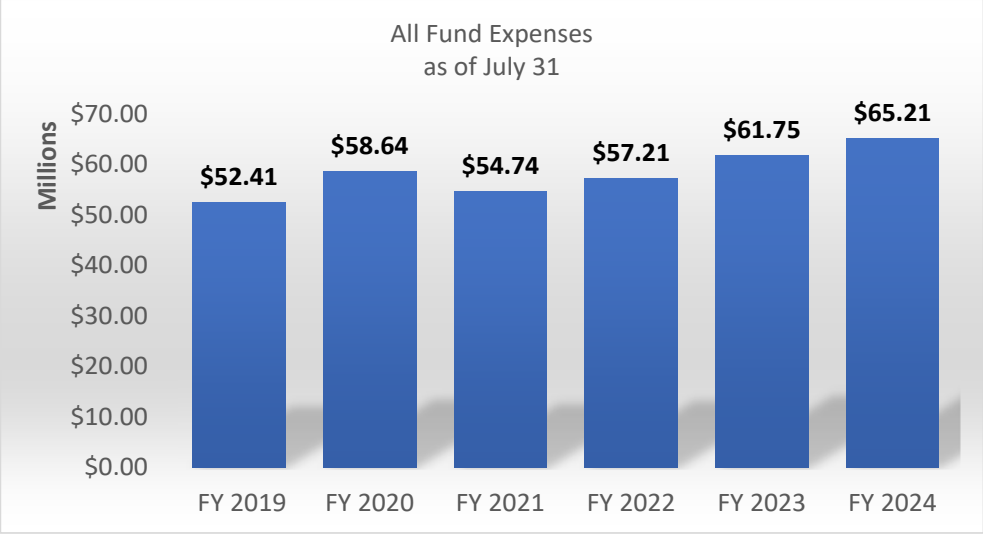
FY 2023-2024 FINANCIAL REPORT
as of July 31, 2024

ALL FUNDS

Total revenue collected as of July 31, 2024, is $69 million. This is 78.9% of the total revenue budget for all funds.



- Interest Income received to date is $3.4 million.

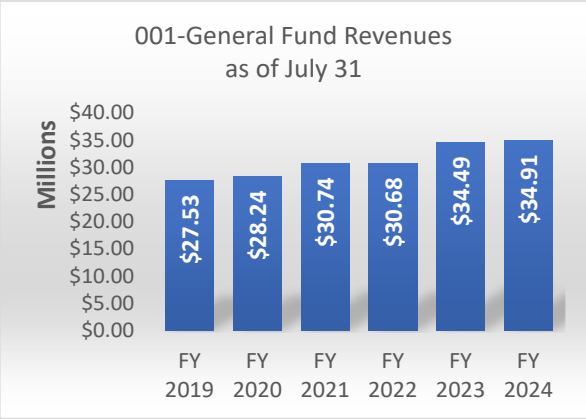


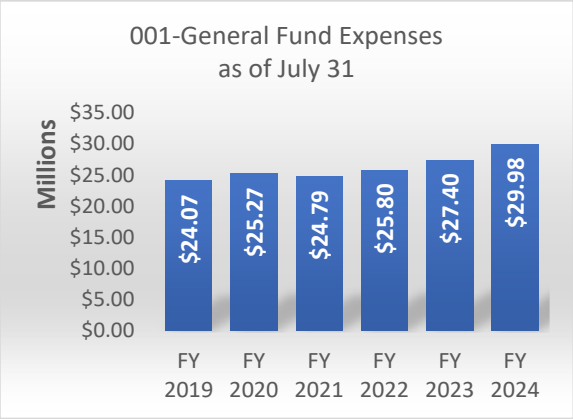
- Expenditures are 63.5% of the budget to date.

FY 2023-2024 FINANCIAL REPORT
as of July 31, 2024

GENERAL FUND

The General Fund's unaudited ending fund balance for actuals is approximately $26.8 million to date. The revised ending fund balance projected for FY 2024 is $21.4 million. The FY 2023 audit is still underway however and so the beginning fund balance is a projection based on actuals.





General Fund Revenue Highlights:

- General Fund revenues and service reimbursements are currently at 85.6% of the budget.
- Interest revenue received to date is $2,160,558. This is 20% greater than FY 2023.

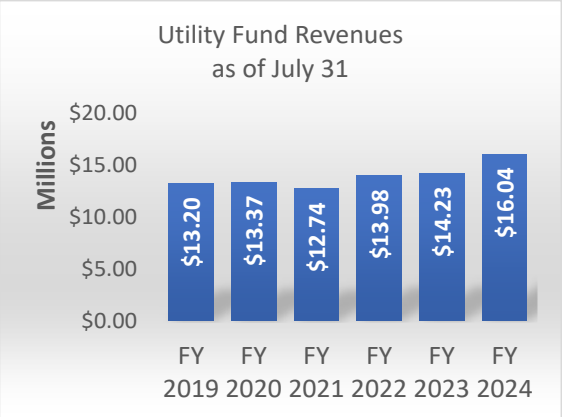
General Fund Expense Highlights:

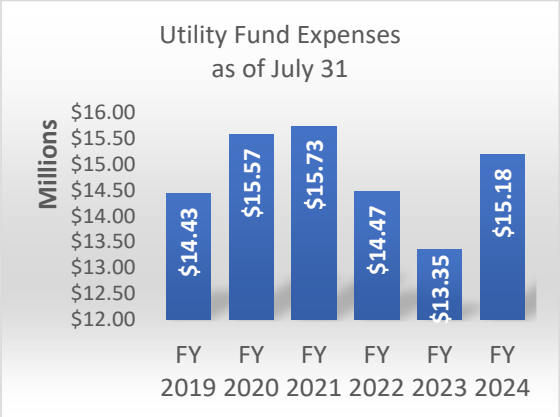
- Operating expenditures are 72.7% of the budget.
  - 7 Police Officer vacancies
  - 3 Firefighter vacancies
  - 3 Street and 2 Fleet within Public Works vacancies

FY 2023-2024 FINANCIAL REPORT
as of July 31, 2024

UTILITY FUND

The Utility Operating Fund's unaudited beginning fund balance is $12.8 million, with an actual year-to-date unaudited fund balance of $13.7 million.





- Total utility revenues are 75.8 % of the budget. Revenues are one month behind and therefore the target is 75%.

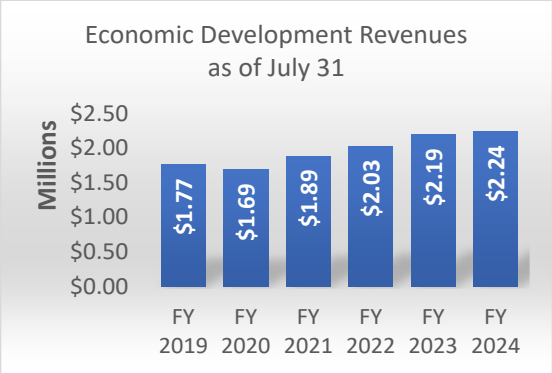
- Total expenditures are 68.5% of the budget. This amount includes $3.2 million in payments to Dallas Water Utilities (wholesale water) and $4.5 million to Trinity River Authority (wastewater treatment) to date.

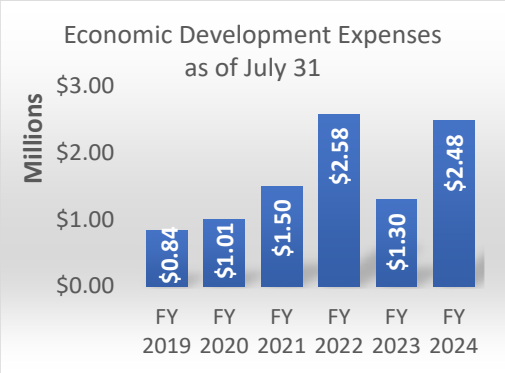
FY 2023-2024 FINANCIAL REPORT
as of July 31, 2024

ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is $7.1 million, with an actual year-to-date unaudited fund balance of $6.8 million.

- Total revenues are 65% of the budget. Revenue received in Economic Development is a ½ cent sales tax. Collections for May were paid in July. Benchmark is 66.7% since sales tax collections are two months behind.



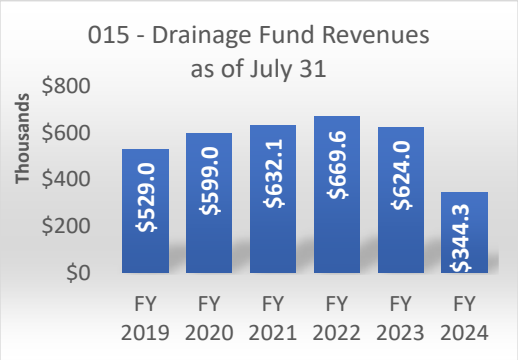


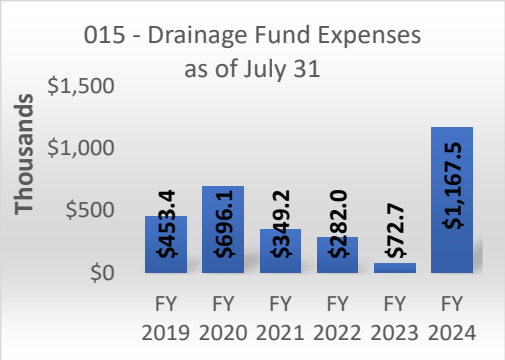
- Total expenditures are 51.5% of the budget.
  - The "Other Financing Uses" expense category includes incentives and grants line-item accounts; $1,046.056 in incentives have been paid to date, including the purchase of 200 W. Center Street.

FY 2023-2024 FINANCIAL REPORT
as of July 31, 2024

DRAINAGE FUND

The Drainage Fund unaudited beginning fund balance is $2 million, with an actual year-to-date unaudited fund balance of $1.6 million.



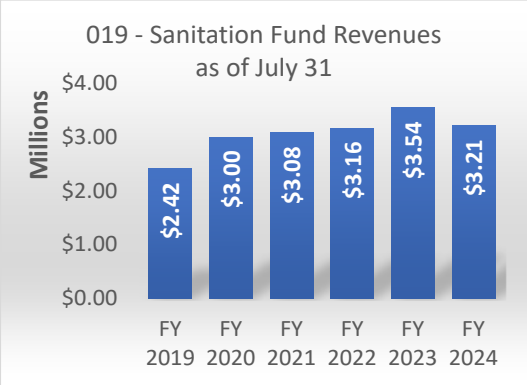


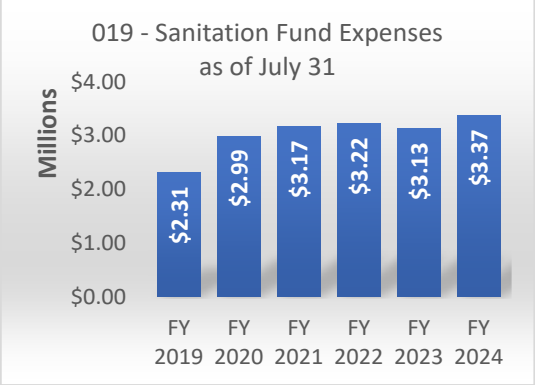
- Total revenues are 44.1 % of the budget. Commercial billing is done manually, and not through Utility Billing. Public Works is working on billing the non-residential accounts for the annual fee. The Building Inspections division will collect the revenue. Therefore, revenue will increase as the commercial fees are received.
- Total expenditures are 46.9% of the budget. This fund budgets for 3 FT street positions. However, these positions are vacant. Construction project expenses are 57.6% of the budget to date as the erosion control project at Ten Mile Creek is still underway.

FY 2023-2024 FINANCIAL REPORT
as of July 31, 2024

SANITATION FUND

The Sanitation Fund unaudited beginning fund balance is $870 thousand, with an actual year-to-date unaudited fund balance of $707 thousand.



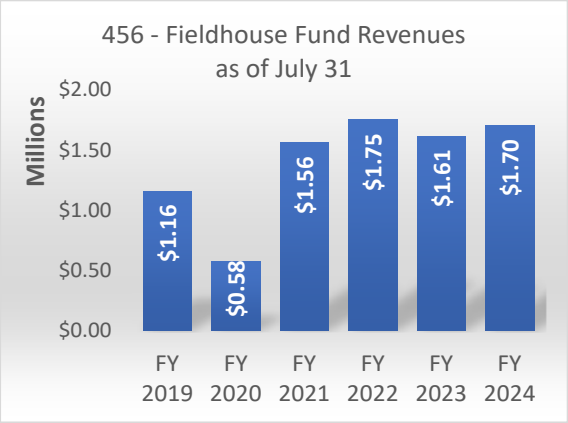


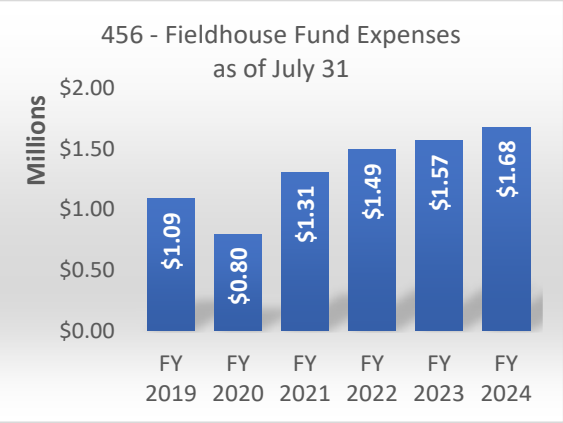
- Total revenues are 68.5 % of the budget.
- Total expenditures are 72.5% of the budget. Expenses include Garbage Collection Fees to Republic. A total of $2.9 million has been paid to date with Republic and the landfill.

FY 2023-2024 FINANCIAL REPORT
as of July 31, 2024

FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -$1.7 million, with an actual year-to-date unaudited fund balance of -$1.7 million.





- Total revenues are 81.2% of the budget.
  - The Fieldhouse is an Enterprise Fund and therefore operates with accrual accounting. This means revenue not yet earned, such as receiving a deposit for a future event, will not be reflected as revenue until after the event.
  - To date revenues are ahead of expenditures resulting in net income.

- Total expenditures are 83.2 % of the budget.
  - Annual debt payment paid in February - $530,675. Debt to be paid in full in February 2025.

OTHER FUND HIGHLIGHTS

- **Fund 010 – Hotel/Motel:** Total expenses year to date is 49.6%. This includes tax grants in the amount of $471,146 paid year to date.
- **Fund 050 – Asset Forfeiture**: Total revenue received to date for State and Federal awarded forfeiture funds, to be used on Police activity only, is $3.4 million.

ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over $5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.

9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In Economic Development fund 012 – grants and development incentives are budgeted in this category.

CITY OF DUNCANVILLE
Property Tax Collections Report
July 01 - 31, 2024

	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
Collections:					
Payments Received	AC003P	$117,857.37	$18,464.42	$16,113.60	$152,435.39
Adjustments to Collections:					
Refunds/Levy Corrections	AC003A	($52,907.48)	($456.44)	$0.00	($53,363.92)
Return Check Items	AC003A	$0.00	$0.00	$0.00	$0.00
Transfers/Reversals	AC003A	($1,124.30)	($471.34)	$3.01	($1,592.63)
Total Adjustments to Collections	**AC003A**	**($54,031.78)**	**($927.78)**	**$3.01**	**($54,956.55)**
Maintenance & Operations	AC002A	$60,133.40	$16,534.56	$16,116.61	$92,784.57
Interest & Sinking	AC002A	$3,692.19	$1,002.08	$0.00	$4,694.27
Net Collections	**AC002A**	**$63,825.59**	**$17,536.64**	**$16,116.61**	**$97,478.84**
Transferred Refund from Escrow	AC002A	$0.00			$0.00
Rendition Penalty	AC006A	($15.47)			($15.47)
Collections Fee		$0.00			$0.00
Total Miscellaneous Items		**($15.47)**			**($15.47)**
M&O Net Payment to Entity		$60,117.93	$16,534.56		$76,652.49
I&S Net Payment to Entity		$3,692.19	$1,002.08		$4,694.27
Total Net Payment to Entity		**$63,810.12**	**$17,536.64**		**$81,346.76**
Net Adjustment to Levy	AR006A	($52,008.84)			
Current Year Collection Percentage Based on Monthly Collections:				**97.94%**	

Total Net Payment to Entity = (Payments Received - Total Adj to Coll - Total Misc. Items)

M&O Net Payment to Entity = (Maintenance & Operations - Total Miscellaneous Items)

Detail reports will not be attached if no activity occurred for the month.

In accordance with the requirements of the Texas Property Tax Code, Chapter 31, Section 31.10 Paragraph (a), the attached tax collections report is respectfully submitted.

I, John R. Ames, CTA, Dallas County Tax Assessor/Collector, do hereby certify the attached collection totals, to the best of my knowledge.

Victoria A Caldwell
My Commission Expires
7/1/2028
Notary ID 134972911

Notary Public, State of Texas

John R. Ames, CTA
Dallas County Tax Assessor/Collector

Sworn and subscribed before me, this 7 day of Aug, 20 24.

ALL FUNDS
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$21,930,290	$23,393,424	93.75%	$1,463,135	$21,631,497	99.86%	$298,793	1.38%
51 - SALES & OTHER TAXES	9,454,946	14,528,864	65.08%	5,073,918	9,625,109	68.82%	(170,163)	-1.77%
52 - PERMITS & LICENSES	577,435	647,500	89.18%	70,065	531,700	92.95%	45,734	8.60%
53 - FINES & FEES	260,774	377,600	69.06%	116,826	293,054	69.10%	(32,280)	-11.02%
54 - INTERGOV REVENUES	3,624,449	4,951,375	73.20%	1,326,925	5,664,426	98.20%	(2,039,977)	-36.01%
55 - INTEREST	3,418,999	1,214,837	281.44%	(2,204,162)	2,488,133	1287.19%	930,866	37.41%
56 - FRANCHISE FEE REV	1,396,773	2,080,000	67.15%	683,227	1,520,543	74.03%	(123,770)	-8.14%
57 - CHARGES FOR SERVICES	20,149,679	28,832,460	69.89%	8,682,781	19,031,087	70.73%	1,118,592	5.88%
58 - TRANSFER FROM FUNDS	5,454,763	9,054,530	60.24%	3,599,768	4,073,589	34.27%	1,381,174	33.91%
59 - OTHER SOURCES	2,753,618	2,426,961	113.46%	(326,657)	2,211,559	99.55%	542,059	24.51%
Revenue Total	**$69,021,725**	**$87,507,551**	**78.88%**	**$18,485,826**	**$67,070,696**	**78.29%**	**$1,951,029**	**2.91%**
Expense								
60 - SALARY AND BENEFITS	$23,926,494	$30,022,253	79.70%	$6,095,759	$21,341,468	76.76%	$2,585,025	12.11%
72 - SUPPLIES & MATERIALS	1,886,820	4,099,563	46.02%	2,212,743	2,258,442	43.34%	(371,622)	-16.45%
73 - CONTRACT & PROF SVCS	17,435,878	26,390,571	66.07%	8,954,693	17,066,016	70.72%	369,862	2.17%
74 - MAINT & REPAIR SVCS	1,372,315	2,319,272	59.17%	946,957	1,142,435	61.85%	229,880	20.12%
75 - UTILITIES	1,153,448	1,251,864	92.14%	98,417	882,473	73.20%	270,975	30.71%
76 - CAPITAL OUTLAY	9,479,074	21,549,435	43.99%	12,070,361	11,792,850	35.20%	(2,313,776)	-19.62%
77 - DEBT SERVICES	1,696,016	2,020,481	83.94%	324,466	1,668,041	82.43%	27,975	1.68%
78 - TRANSFER TO FUNDS	6,613,254	10,502,920	62.97%	3,889,666	5,078,995	39.09%	1,534,260	30.21%
79 - OTHER FINANCING USES	1,646,067	4,497,905	36.60%	2,851,838	763,431	25.28%	882,635	115.61%
Expense Total	**$65,209,365**	**$102,654,264**	**63.52%**	**$37,444,899**	**$61,747,435**	**55.26%**	**$3,461,930**	**5.61%**
Net Income (Loss)	**$3,812,360**	**($15,146,713)**			**$5,323,261**			

001 - GENERAL FUND
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue									
50 - PROPERTY TAXES	$39,931	$20,510,117	$21,909,710	93.61%	$68,864	$20,735,468	99.66%	$225,351	-1.09%
51 - SALES & OTHER TAXES	869,480	6,552,747	10,251,648	63.92%	792,996	6,536,104	65.73%	16,643	0.25%
52 - PERMITS & LICENSES	48,201	577,435	647,500	89.18%	41,615	531,700	92.95%	45,734	8.60%
53 - FINES & FEES	19,681	237,586	350,100	67.86%	30,663	267,276	69.14%	29,690	-11.11%
54 - INTERGOV REVENUES	6,074	155,454	347,861	44.69%	34,553	158,317	66.66%	2,863	-1.81%
55 - INTEREST	230,207	2,160,558	1,135,151	190.33%	223,191	1,805,109	2666.33%	355,450	19.69%
56 - FRANCHISE FEE REV	248,778	1,215,975	1,755,000	69.29%	242,955	1,249,213	71.84%	33,238	-2.66%
57 - CHARGES FOR SERVICES	156,805	957,474	1,147,200	83.46%	25,795	255,851	22.84%	701,623	274.23%
58 - TRANSFER FROM FUNDS	232,409	2,324,088	2,795,905	83.12%	241,274	2,412,744	83.05%	88,657	-3.67%
59 - OTHER SOURCES	(4,486)	221,955	448,250	49.52%	3,005	543,187	138.92%	321,232	-59.14%
Revenue Total	**$1,847,079**	**$34,913,389**	**$40,788,325**	**85.60%**	**$1,704,912**	**$34,494,969**	**90.38%**	**$418,420**	**1.21%**
Expense									
60 - SALARY AND BENEFITS	$2,056,451	$20,936,834	$25,962,094	80.64%	$1,888,636	$18,532,940	77.38%	$2,403,893	12.97%
72 - SUPPLIES & MATERIALS	116,666	1,141,536	2,189,813	52.13%	187,669	1,160,851	54.55%	(19,315)	-1.66%
73 - CONTRACT & PROF SVCS	728,855	4,696,374	8,544,129	54.97%	970,378	4,792,987	64.53%	(96,613)	-2.02%
74 - MAINT & REPAIR SVCS	107,074	1,081,257	1,738,437	62.20%	114,321	894,521	64.68%	186,735	20.88%
75 - UTILITIES	65,875	912,895	981,857	92.98%	185,384	738,010	78.47%	174,885	23.70%
76 - CAPITAL OUTLAY	8,204	84,757	267,578	31.68%	13,962	120,030	78.53%	(35,273)	-29.39%
78 - TRANSFER TO FUNDS	70,653	886,015	1,121,418	79.01%	69,081	913,035	54.51%	(27,020)	-2.96%
79 - OTHER FINANCING USES	15,875	239,826	461,412	51.98%	(14,064)	246,116	48.80%	(6,290)	-2.56%
Expense Total	**$3,169,655**	**$29,979,494**	**$41,266,738**	**72.65%**	**$3,415,366**	**$27,398,490**	**71.80%**	**$2,581,004**	**9.42%**
Net Income (Loss)	**($1,322,576)**	**$4,933,896**	**($478,413)**		**($1,710,454)**	**$7,096,479**			

	ACTUAL	FY 24 REVISED
UNAUDITED BEGINNING FUND BALANCE	**$ 21,905,999**	**$ 21,905,999**
ENDING FUND BALANCE	**$ 26,839,895**	**$ 21,427,586**
FUND BALANCE RESERVE REQUIREMENT		
% of Fund Balance to Expense Ratio		51.9%
# of Days Coverage		190
Reserve Requirement $$ (60 Days)		$ 6,783,573
Reserve Requirement %		16.4%
Excess fund balance over reserve		**$ 14,644,013**

001 - GENERAL FUND
AS OF JULY 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
50 - PROPERTY TAXES									
501101 - CURRENT TAXES	$30,190	$20,223,372	$21,619,710	93.54%	$57,461	$20,368,228	99.14%	$144,856	-0.71%
501102 - DELINQUENT TAXES	4,385	176,617	145,000	121.81%	4,387	271,065	216.85%	94,447	-34.84%
501103 - PENALTIES AND INTEREST	5,356	110,128	145,000	75.95%	7,017	96,175	71.24%	13,953	14.51%
50 - PROPERTY TAXES Total	**$39,931**	**$20,510,117**	**$21,909,710**	**93.61%**	**$68,864**	**$20,735,468**	**99.66%**	**$225,351**	**-1.09%**
51 - SALES & OTHER TAXES									
501201 - STATE SALES TAX CITY PORTION	$574,385	$4,317,455	$6,768,432	63.79%	$515,352	$4,303,299	65.48%	$14,155	0.33%
501202 - SALES TAX PROPERTY TAX RELIEF	287,193	2,158,727	3,384,216	63.79%	257,676	2,151,650	65.48%	7,078	0.33%
501204 - ALCOHOLIC BEVERAGE TAX	7,902	76,566	99,000	77.34%	19,969	81,155	95.48%	4,590	-5.66%
51 - SALES & OTHER TAXES Total	**$869,480**	**$6,552,747**	**$10,251,648**	**63.92%**	**$792,996**	**$6,536,104**	**65.73%**	**$16,643**	**0.25%**
52 - PERMITS & LICENSES									
502101 - BUILDING PERMITS	$24,006	$287,204	$350,000	82.06%	$18,488	$278,687	92.90%	$8,517	3.06%
502102 - ELECTRICAL PERMITS	2,450	37,161	27,000	137.63%	5,848	28,323	141.62%	8,838	31.20%
502103 - SOLICITOR LICENSES	0	150	500	30.00%		600	120.00%	450	-75.00%
502106 - SIGN PERMITS	850	14,350	18,000	79.72%	1,850	20,377	135.85%	6,027	-29.58%
502108 - HEALTH FOOD INSPECTION FEES	3,600	55,620	75,000	74.16%	887	33,700	48.14%	21,920	65.05%
502109 - PLUMBING AND AC PERMITS	5,275	60,172	60,000	100.29%	3,025	44,025	80.05%	16,147	36.68%
502111 - ZONING & SPEC USE PERMIT	2,570	11,845	12,000	98.71%	2,050	15,075	177.35%	3,230	-21.43%
502114 - RENTAL PROPERTY REGISTRATION	4,100	51,385	55,000	93.43%	1,850	54,155	108.31%	2,770	-5.11%
502120 - ALARM PERMITS	4,551	53,298	45,000	118.44%	7,617	52,359	104.72%	939	1.79%
502122 - POOL OR SPA INSPECTION FEE	800	6,250	5,000	125.00%		4,400	146.67%	1,850	42.05%
52 - PERMITS & LICENSES Total	**$48,201**	**$577,435**	**$647,500**	**89.18%**	**$41,615**	**$531,700**	**92.95%**	**$45,734**	**8.60%**
53 - FINES & FEES									
503101 - MUNICIPAL COURT FINES	$14,702	$184,091	$275,000	66.94%	$20,116	$204,699	68.23%	$20,608	-10.07%
503102 - COURT RELATED FEES	4,730	49,247	60,000	82.08%	9,250	53,016	81.56%	3,769	-7.11%
503103 - SCHOOL CROSSING FEES	50	1,699	2,500	67.97%	233	2,203	62.95%	504	-22.88%
503201 - LIBRARY FINES	149	2,392	5,000	47.85%	911	6,075	202.49%	3,682	-60.62%
503301 - FALSE ALARM FINES	50	235	7,500	3.13%	75	1,135	7.57%	900	-79.30%
509609 - RETURN CHECK FEES	0	(78)	100	-77.85%	78	148	147.85%	226	-152.65%
53 - FINES & FEES Total	**$19,681**	**$237,586**	**$350,100**	**67.86%**	**$30,663**	**$267,276**	**69.14%**	**$29,690**	**-11.11%**

001 - GENERAL FUND
AS OF JULY 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
54 - INTERGOV REVENUES									
504102 - DISD SCHOOL CROSSING GUARDS	$0	$40,229	$50,310	79.96%		$24,632	57.96%	$15,597	63.32%
504103 - DALLAS CNTY CROSSING GUARD REV	0	25,389	40,000	63.47%		27,241	68.10%	1,852	-6.80%
504109 - REIMB FOR REG EMERG MANAGER	0	30,852	147,551	20.91%	14,395	38,938	38.94%	8,086	-20.77%
507105 - SENIOR MEAL DONATIONS	6,074	8,140	0	0.00%	220	1,945	0.00%	6,196	318.62%
508203 - INTERGOV REIMBURSEMENT-CDBG	0	0	60,000	0.00%		0	0.00%	0	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	50,844	50,000	101.69%	19,938	65,562	0.00%	14,719	-22.45%
54 - INTERGOV REVENUES Total	**$6,074**	**$155,454**	**$347,861**	**44.69%**	**$34,553**	**$158,317**	**66.66%**	**$2,863**	**-1.81%**
55 - INTEREST									
505101 - INTEREST ON GOVT POOL INVEST	$126,496	$1,144,524	$525,320	217.87%	$129,291	$1,041,357	61256.31%	$103,167	9.91%
505103 - CERT OF DEPOSIT INTEREST	18,111	170,087	102,582	165.81%	12,466	96,657	268.49%	73,430	75.97%
505106 - MONEY MARKET INTEREST	85,601	845,947	507,249	166.77%	81,434	667,095	2223.65%	178,852	26.81%
55 - INTEREST Total	**$230,207**	**$2,160,558**	**$1,135,151**	**190.33%**	**$223,191**	**$1,805,109**	**2666.33%**	**$355,450**	**19.69%**
56 - FRANCHISE FEE REV									
501301 - FRANCHISE FEE ELECTRIC	$248,778	$767,070	$1,150,000	66.70%	$242,468	$756,956	65.82%	$10,113	1.34%
501302 - FRANCHISE FEE GAS	0	338,224	390,000	86.72%		349,356	105.23%	11,132	-3.19%
501303 - FRANCHISE FEE TELEPHONE	0	40,843	75,000	54.46%	487	60,275	73.51%	19,432	-32.24%
501304 - FRANCHISE FEE CABLE TV	0	69,838	140,000	49.88%		82,625	47.21%	12,787	-15.48%
56 - FRANCHISE FEE REV Total	**$248,778**	**$1,215,975**	**$1,755,000**	**69.29%**	**$242,955**	**$1,249,213**	**71.84%**	**$33,238**	**-2.66%**
57 - CHARGES FOR SERVICES									
502105 - EMERGENCY MEDICAL SERVICE	$114,984	$680,669	$900,000	75.63%		$0	0.00%	$680,669	
507102 - RECREATION FEES	32,843	211,476	200,000	105.74%	13,900	148,040	64.37%	63,436	42.85%
507104 - SENIOR CENTER ANNUAL USER FEE	580	4,173	2,200	189.66%	500	3,630	90.75%	543	14.94%
507107 - RECREATION CENTER CLASSES	3,585	25,614	16,000	160.09%	5,342	24,731	170.56%	883	3.57%
507108 - SPECIAL EVENTS	3,725	16,839	16,000	105.25%	1,225	49,604	413.37%	32,765	-66.05%
507109 - SENIOR CLASS/TRIPS	636	4,826	3,000	160.87%	705	5,184	288.00%	358	-6.91%
509603 - LIBRARY SERVICE FEES	1,102	13,878	10,000	138.78%	4,124	22,894	286.18%	9,017	-39.38%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%		1,768	0.00%	1,768	-100.00%
57 - CHARGES FOR SERVICES Total	**$157,455**	**$957,474**	**$1,147,200**	**83.46%**	**$25,795**	**$255,851**	**22.84%**	**$701,623**	**274.23%**
58 - TRANSFER FROM FUNDS									
598002 - PILOT FEE TZ-CITY WWW UTILITY	$128,507	$1,285,068	$1,542,082	83.33%	$143,720	$1,382,263	80.15%	$97,194	-7.03%
599002 - TRANS FROM UTILITY FUND-002	88,783	887,828	1,065,393	83.33%	88,783	942,765	88.49%	54,937	-5.83%
599010 - TRANS FROM HOTEL FUND-010	2,968	29,680	35,616	83.33%	2,606	26,057	83.33%	3,623	13.91%
599012 - TRANS FROM EDC FUND-012	12,151	121,512	145,814	83.33%	6,166	61,660	83.33%	59,852	97.07%
599230 - TRANS FROM JUVENILE FUND-230	0	0	7,000	0.00%		0	0.00%	0	0.00%
58 - TRANSFER FROM FUNDS Total	**$232,409**	**$2,324,088**	**$2,795,905**	**83.12%**	**$241,274**	**$2,412,744**	**83.05%**	**$88,657**	**-3.67%**

001 - GENERAL FUND
AS OF JULY 31, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
59 - OTHER SOURCES									
503202 - LIBRARY DONATIONS	$0	$0	$0	0.00%		$44	0.00%	$44	-100.00%
509101 - SALE OF FIXED ASSETS	0	0	0	0.00%		34,248	0.00%	34,248	-100.00%
509105 - SALE OF MATERIALS	0	552	3,750	14.72%		666	26.64%	114	-17.12%
509201 - INSURANCE RECOVERY	0	14,656	0	0.00%		22,578	0.00%	7,921	-35.08%
509601 - MISCELLANEOUS REVENUE	(6,836)	46,645	100,000	46.65%	1,946	204,426	204.43%	157,781	-77.18%
509602 - CASH OVER AND SHORT	596	1,259	0	0.00%	15	599	0.00%	661	110.31%
509604 - POLICE ACCIDENT REPORTS	271	3,963	3,500	113.23%	444	3,042	86.92%	921	30.27%
509606 - AUCTION PROCEEDS	0	0	0	0.00%		0	0.00%	0	0.00%
509612 - CITY SERVICES REIMBURSEMENT	1,482	7,211	58,000	12.43%		8,901	15.35%	1,689	-18.98%
509613 - WORKERS COMP REIMBURSEMENT	0	19,109	45,000	42.47%		14,255	71.28%	4,854	34.05%
509614 - RENTAL OF TOWER	0	121,379	225,000	53.95%		121,693	62.73%	314	-0.26%
509617 - LEASE INCOME-EON	0	0	0	0.00%		120,000	0.00%	120,000	-100.00%
509618 - GAS WELL OIL REVENUE	0	7,179	13,000	55.23%	631	10,012	125.15%	2,833	-28.29%
509623 - CLAIM REIMBURSEMENTS	0	0	0	0.00%		1,305	0.00%	1,305	-100.00%
588888 - REVENUE SUSPENSE	0	0	0	0.00%		1,419	0.00%	1,419	-100.00%
59 - OTHER SOURCES Total	**($4,486)**	**$221,955**	**$448,250**	**49.52%**	**$3,005**	**$543,187**	**138.92%**	**$321,232**	**-59.14%**
Grand Total	**$1,847,729**	**$34,913,389**	**$40,788,325**	**85.60%**	**$1,704,912**	**$34,494,969**	**90.38%**	**$418,420**	**1.21%**

001 - GENERAL FUND
AS OF JULY 31, 2024

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.									
01011000 - MAYOR AND COUNCIL	$373	$62,015	$108,582	57.11%	$3,293	$90,075	62.63%	$28,061	-31.15%
01011020 - MAYOR	0	1,334	8,500	15.70%		11,681	137.43%	(10,347)	-88.58%
01011021 - DISTRICT 1	0	996	7,000	14.23%		1,111	15.87%	(115)	-10.34%
01011022 - DISTRICT 2	0	42	7,000	0.61%		1,328	18.97%	(1,286)	-96.81%
01011023 - DISTRICT 3	0	0	7,000	0.00%		2,527	36.11%	(2,527)	-100.00%
01011024 - DISTRICT 4	0	5,822	7,000	83.18%		5,540	79.15%	282	5.09%
01011025 - DISTRICT 5	0	836	7,000	11.94%		1,349	19.27%	(513)	-38.03%
01011026 - DISTRICT AT LARGE	0	3,165	7,000	45.21%		1,613	23.05%	1,551	96.16%
01011100 - CITY ADMINISTRATION	57,432	585,299	774,007	75.62%	52,339	824,444	93.90%	(239,146)	-29.01%
01011200 - CITY SECRETARY	15,470	235,413	354,408	66.42%	13,908	224,210	58.73%	11,203	5.00%
01011300 - HUMAN RESOURCES	31,269	443,031	537,086	82.49%	36,081	393,954	81.51%	49,077	12.46%
01011400 - INFO TECHNOLOGY	60,933	1,000,807	1,563,915	63.99%	116,533	866,619	76.91%	134,188	15.48%
01011500 - PUBLIC INFORMATION OFFICE	29,548	375,667	497,264	75.55%	28,465	222,650	83.90%	153,017	68.73%
01011600 - PUBLIC LIBRARY	79,330	842,346	1,123,899	74.95%	84,941	849,882	80.41%	(7,536)	-0.89%
01011700 - CITY MARSHAL	8,314	85,923	120,107	71.54%	7,603	75,947	75.99%	9,977	13.14%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$282,671**	**$3,642,695**	**$5,129,768**	**71.01%**	**$343,164**	**$3,572,931**	**79.64%**	**$69,764**	**1.95%**
0102 - FISCAL SERVICES DEPT.									
01022000 - ACCOUNTING & REPORTING	$62,606	$806,283	$1,124,471	71.70%	$59,880	$724,707	71.10%	$81,576	11.26%
01022300 - MUNICIPAL COURT	37,409	398,450	537,945	74.07%	37,461	377,094	76.30%	21,356	5.66%
01022500 - PROCUREMENT OFFICE	18,014	184,262	243,330	75.73%	11,963	159,559	71.85%	24,704	15.48%
0102 - FISCAL SERVICES DEPT. Total	**$118,028**	**$1,388,995**	**$1,905,746**	**72.88%**	**$109,305**	**$1,261,360**	**72.68%**	**$127,635**	**10.12%**
0103 - NEIGHBORHOOD & PLANNING DEPT.									
01036100 - BUILDING INSPECTION	$53,218	$464,503	$641,013	72.46%	$58,218	$359,579	71.35%	$104,924	29.18%
01036401 - PLANNING SERVICES	14,472	141,273	214,455	65.88%	12,330	126,617	70.58%	14,656	11.58%
01036500 - NEIGHBORHOOD SERVICES	35,568	385,893	525,029	73.50%	40,914	410,645	74.05%	(24,752)	-6.03%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	6,622	66,740	84,388	79.09%	8,562	38,350	49.85%	28,390	74.03%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$109,881**	**$1,058,409**	**$1,464,885**	**72.25%**	**$120,025**	**$935,191**	**71.13%**	**$123,218**	**13.18%**
0104 - PARK AND RECREATION DEPT.									
01044000 - PARK & REC ADMINISTRATION	$25,509	$231,128	$290,023	79.69%	$23,966	$217,606	80.22%	$13,522	6.21%
01044100 - REC PROGRAM ADMIN	30,186	331,666	450,212	73.67%	32,618	328,295	72.09%	3,371	1.03%
01044200 - SPECIAL EVENTS ADMIN	113,113	324,981	331,833	97.94%	111,758	308,434	103.21%	16,547	5.36%
01044300 - ATHLETIC PROGRAMMING	40,996	401,528	453,123	88.61%	34,423	366,256	87.32%	35,272	9.63%
01044500 - HORTICULTURE	14,365	151,480	193,996	78.08%	11,128	93,409	51.40%	58,071	62.17%
01044600 - PARK GROUNDS MAINTENANCE	167,414	1,281,865	1,744,209	73.49%	134,082	776,219	54.07%	505,646	65.14%
01044900 - SENIOR CENTER	17,883	215,368	276,425	77.91%	18,353	175,124	76.50%	40,244	22.98%
0104 - PARK AND RECREATION DEPT. Total	**$409,467**	**$2,938,016**	**$3,739,820**	**78.56%**	**$366,327**	**$2,265,343**	**68.83%**	**$672,674**	**29.69%**

001 - GENERAL FUND
AS OF JULY 31, 2024

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0105 - POLICE SERVICES DEPT.									
01055000 - POLICE ADMINISTRATION	$180,053	$2,066,336	$2,595,192	79.62%	$605,140	$1,844,505	81.46%	$221,831	12.03%
01055100 - PATROL	458,553	4,546,229	5,693,004	79.86%	403,221	3,981,334	77.77%	564,895	14.19%
01055200 - CRIMINAL INVESTIGATION	113,885	1,152,859	1,557,073	74.04%	148,892	1,239,438	78.49%	(86,579)	-6.99%
01055300 - ANIMAL CONTROL	145,111	431,527	577,993	74.66%	45,645	452,015	83.83%	(20,489)	-4.53%
01055400 - SCHOOL GUARDS	1,932	82,142	100,620	81.64%	2,152	84,926	96.25%	(2,784)	-3.28%
01055500 - CRIME PREVENTION	12,255	128,174	168,083	76.26%	10,304	120,593	77.97%	7,581	6.29%
01055600 - SWAT ORG	2,821	77,233	146,049	52.88%	6,119	65,395	62.74%	11,838	18.10%
01055700 - RECORDS	28,165	292,164	378,642	77.16%	30,815	280,634	78.71%	11,530	4.11%
01055900 - POLICE SPECIAL SERVICES	37,027	292,929	412,383	71.03%	19,253	288,856	64.47%	4,073	1.41%
0105 - POLICE SERVICES DEPT. Total	**$979,801**	**$9,069,593**	**$11,629,039**	**77.99%**	**$1,271,540**	**$8,357,696**	**78.45%**	**$711,897**	**8.52%**
0106 - PUBLIC WORKS DEPT.									
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$26,160	$361,671	$581,263	62.22%	$37,018	$372,887	65.31%	$11,216	-3.01%
01066200 - STREET MAINTENANCE	72,734	1,210,966	2,886,237	41.96%	189,720	1,545,700	44.32%	(334,735)	-21.66%
01066300 - TRAFFIC OPERATIONS	139,511	508,309	1,110,552	45.77%	94,246	717,906	67.01%	(209,596)	-29.20%
01066700 - EQUIPMENT SERVICES	219,344	1,003,297	1,840,941	54.50%	129,299	1,135,797	84.16%	(132,500)	-11.67%
01066800 - BUILDING MAINTENANCE	67,432	882,201	1,047,330	84.23%	114,075	636,268	70.55%	245,933	38.65%
0106 - PUBLIC WORKS DEPT. Total	**$525,181**	**$3,966,444**	**$7,466,322**	**53.12%**	**$564,358**	**$4,408,558**	**59.73%**	**$442,114**	**-10.03%**
0107 - FIRE SERVICES DEPT.							0.00%	$0	0.00%
01077000 - FIRE ADMINISTRATION	$41,616	$522,574	$685,422	76.24%	$62,936	$513,937	71.82%	$8,637	1.68%
01077100 - FIRE PREVENTION	29,594	294,175	355,291	82.80%	26,908	242,126	79.27%	52,049	21.50%
01077200 - FIRE SUPPRESSION	456,298	4,640,465	5,188,258	89.44%	383,118	3,893,962	85.17%	746,503	19.17%
01077300 - ADVANCED LIFE SUPPORT	136,902	1,336,296	1,796,383	74.39%	112,171	1,257,763	69.84%	78,533	6.24%
01077500 - EMERGENCY MANAGEMENT ADMIN	13,886	141,945	197,229	71.97%	10,561	106,695	76.56%	35,250	33.04%
0107 - FIRE SERVICES DEPT. Total	**$678,297**	**$6,935,455**	**$8,222,583**	**84.35%**	**$595,694**	**$6,014,483**	**79.84%**	**$920,972**	**15.31%**
0108 - NON-DEPARTMENTAL									
01088000 - GENERAL NON DEPARTMENTAL	$66,330	$979,783	$1,558,783	62.86%	$44,953	$577,909	32.73%	$401,874	69.54%
0108 - NON-DEPARTMENTAL Total	**$66,330**	**$979,783**	**$1,558,783**	**62.86%**	**$44,953**	**$577,909**	**32.73%**	**$401,874**	**69.54%**
0109 - USE OF FUND BALANCE									
01099000 - USE OF FUND BALANCE	$0	$0	$149,791	0.00%	$0	$0	0.00%	0	0.00%
0109 - USE OF FUND BALANCE Total	**$0**	**$0**	**$149,791**	**0.00%**	**$0**	**$0**	**0.00%**	**$0**	**0.00%**
Grand Total	**$3,169,655**	**$29,979,391**	**$41,266,738**	**72.65%**	**$3,415,366**	**$27,393,472**	**71.78%**		

002 - WATER/SEWER UTILITY FUND
AS OF JULY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$5,460	$4,000	136.50%	$4,270	106.74%	$1,190	27.88%
54 - INTERGOV REVENUES	(0)	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	356,895	17,100	2087.10%	183,697	1074.25%	173,198	94.28%
57 - CHARGES FOR SERVICES	14,816,415	21,061,642	70.35%	13,873,557	72.51%	942,858	6.80%
59 - OTHER SOURCES	865,136	70,777	1222.34%	168,164	237.60%	696,973	414.46%
Revenue Total	**$16,043,906**	**$21,154,119**	**75.84%**	**$14,229,687**	**74.01%**	**$1,814,219**	**12.75%**
Expense							
60 - SALARY AND BENEFITS	$1,706,063	$2,326,735	73.32%	$1,553,040	72.73%	$153,023	9.85%
72 - SUPPLIES & MATERIALS	194,656	665,528	29.25%	360,710	52.50%	(166,054)	-46.04%
73 - CONTRACT & PROF SVCS	8,013,758	10,206,222	78.52%	7,891,176	78.90%	122,582	1.55%
74 - MAINT & REPAIR SVCS	214,840	391,900	54.82%	204,199	61.21%	10,641	5.21%
75 - UTILITIES	128,851	124,220	103.73%	59,049	48.16%	69,802	118.21%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	4,919,165	8,422,998	58.40%	3,338,374	37.10%	1,580,791	47.35%
79 - OTHER FINANCING USES	4,710	14,450	32.60%	10,154	50.90%	(5,443)	-53.61%
Expense Total	**$15,182,044**	**$22,152,053**	**68.54%**	**$13,416,702**	**60.14%**	**$1,765,342**	**13.16%**
Net Income (Loss)	**$861,862**	**($997,934)**		**$812,985**			

	ACTUAL	FY 24 REVISED
UNAUDITED BEGINNING FUND BALANCE	**$ 12,846,990**	**$ 12,846,990**
ENDING FUND BALANCE	**$ 13,708,852**	**$ 11,849,056**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	53.5%
# of Days Coverage	195
Reserve Requirement $$ (60 Days)	$ 3,641,433
Reserve Requirement %	16.4%
Excess Reserves	**$ 8,207,622**

UTILITY CIP FUNDS
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$2,500,000	$5,149,340	48.55%	$0	0.00%	$2,500,000	0.00%
Expense	$2,879,429	$7,817,577	36.83%	$3,017,768	42.97%	($138,339)	-4.58%
Net Income (Loss)	**$379,429**	**$2,668,237**		**($3,017,768)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 2,804,843**
ENDING FUND BALANCE	**$ 2,425,414**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$500,000	0.00%	$833,333	83.33%	($833,333)	-100.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**$500,000**		**$833,333**			

UNAUDITED BEGINNING FUND BALANCE	**$ 1,000,000**
ENDING FUND BALANCE	**$ 1,000,000**

010 - HOTEL TAX FUND
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	$743,472	$893,000	83.26%	$937,355	105.20%	(193,883)	20.68%
55 - INTEREST	0	500	0.00%	0	0.00%	0	0.00%
Revenue Total	**$743,472**	**$893,500**	**83.21%**	**$937,355**	**105.14%**	**($193,883)**	**20.68%**
Expense							
60 - SALARY AND BENEFITS	$80,610	$93,654	86.07%	$44,857	53.34%	(35,753)	-79.71%
72 - SUPPLIES & MATERIALS	0	5,150	0.00%	909	15.00%	909	100.00%
73 - CONTRACT & PROF SVCS	471,146	1,033,764	45.58%	313,024	44.53%	(158,122)	-50.51%
78 - TRANSFER TO FUNDS	29,680	35,616	83.33%	26,057	83.33%	(3,623)	-13.91%
79 - OTHER FINANCING USES	0	3,795	0.00%	0	0.00%	0	0.00%
Expense Total	**$581,436**	**$1,171,979**	**49.61%**	**$384,846**	**46.47%**	**($196,589)**	**-51.08%**
Net Income (Loss)	**$162,036**	**($278,479)**		**$552,508**			

UNAUDITED BEGINNING FUND BALANCE	**$ 3,962,302**
ENDING FUND BALANCE	**$ 4,124,338**

012 - ECONOMIC DEVELOPMENT
AS OF JULY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	$2,158,727	$3,384,216	63.79%	$2,151,650	68.28%	7,078	100.00%
55 - INTEREST	80,780	60,386	133.77%	42,215	0.00%	38,564	91.35%
Revenue Total	**$2,239,507**	**$3,444,602**	**65.01%**	**$2,193,865**	**69.62%**	**$45,642**	**2.08%**
Expense							
60 - SALARY AND BENEFITS	$378,525	$562,735	67.27%	$352,856	77.63%	(25,669)	7.27%
72 - SUPPLIES & MATERIALS	51,372	81,665	62.91%	54,900	74.46%	3,528	-6.43%
73 - CONTRACT & PROF SVCS	255,321	575,145	44.39%	81,296	27.02%	(174,025)	214.06%
74 - MAINT & REPAIR SVCS	45,898	85,600	53.62%	11,020	16.30%	(34,877)	316.49%
75 - UTILITIES	10,975	23,200	47.31%	7,040	33.36%	(3,935)	55.90%
76 - CAPITAL OUTLAY	0	75,000	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	660,390	694,283	95.12%	583,847	95.28%	(76,543)	13.11%
79 - OTHER FINANCING USES	1,081,240	2,727,770	39.64%	207,370	9.20%	(873,870)	421.41%
Expense Total	**$2,483,721**	**$4,825,398**	**51.47%**	**$1,298,328**	**34.30%**	**($1,185,392)**	**91.30%**
Net Income (Loss)	**($244,214)**	**($1,380,796)**		**$895,537**			

UNAUDITED BEGINNING FUND BALANCE	$	**7,111,533**
ENDING FUND BALANCE	$	**6,867,319**

015 - DRAINAGE FUND
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue							
55 - INTEREST	$0	$200	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	344,278	780,000	44.14%	624,042	80.01%	(279,764)	-44.83%
Revenue Total	**$344,278**	**$780,200**	**44.13%**	**$624,042**	**79.98%**	**($279,764)**	**-44.83%**
Expense							
60 - SALARY AND BENEFITS	$1,726	$116,942	1.48%	$2,099	1.57%	374	-17.79%
72 - SUPPLIES & MATERIALS	7,420	20,415	36.35%	6,749	34.60%	(671)	9.94%
73 - CONTRACT & PROF SVCS	53,179	418,653	12.70%	60,852	43.88%	7,673	-12.61%
74 - MAINT & REPAIR SVCS	0	8,000	0.00%	2,886	36.08%	2,886	-100.00%
75 - UTILITIES	177	168	105.20%	77	46.00%	(99)	128.70%
76 - CAPITAL OUTLAY	1,104,379	1,918,985	57.55%	0	0.00%	(1,104,379)	0.00%
79 - OTHER FINANCING USES	624	6,760	9.23%	0	0.00%	(624)	0.00%
Expense Total	**$1,167,504**	**$2,489,923**	**46.89%**	**$72,663**	**3.89%**	**($1,094,840)**	**1506.73%**
Net Income (Loss)	**($823,226)**	**($1,709,723)**		**$551,379**			

UNAUDITED BEGINNING FUND BALANCE	**$ 2,013,180**
ENDING FUND BALANCE	**$ 1,189,954**

019 - SANITATION FUND
AS OF JULY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024 YTD Actual	CURRENT YEAR - FY 2024 Revised Budget	CURRENT YEAR - FY 2024 % of Revised Budget	PRIOR YEAR - FY 2023 PY-YTD Actual	PRIOR YEAR - FY 2023 % of Revised Budget	COMPARISON Variance PY-YTD $$	COMPARISON YTD Variance %
Revenue							
55 - INTEREST	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	159,810	230,000	69.48%	231,134	105.06%	(71,324)	-30.86%
57 - CHARGES FOR SERVICES	3,051,602	4,456,118	68.48%	3,309,766	73.45%	(258,164)	-7.80%
Revenue Total	**$3,211,412**	**$4,686,618**	**68.52%**	**$3,540,900**	**74.91%**	**($329,488)**	**-9.31%**
Expense							
60 - SALARY AND BENEFITS	$251,444	$312,081	80.57%	$232,218	81.80%	(19,226)	8.28%
72 - SUPPLIES & MATERIALS	7,545	17,573	42.94%	10,024	62.48%	2,479	-24.73%
73 - CONTRACT & PROF SVCS	2,998,557	4,091,957	73.28%	2,868,153	67.79%	(130,404)	4.55%
74 - MAINT & REPAIR SVCS	0	10,000	0.00%	4,737	78.96%	4,737	-100.00%
75 - UTILITIES	304	356	85.46%	235	65.97%	(69)	29.53%
78 - TRANSFER TO FUNDS	114,754	217,705	52.71%	8,853	5.51%	(105,902)	1196.29%
79 - OTHER FINANCING USES	1,088	1,200	90.69%	1,182	81.49%	93	-7.90%
Expense Total	**$3,373,692**	**$4,650,872**	**72.54%**	**$3,125,400**	**66.51%**	**($248,292)**	**7.94%**
Net Income (Loss)	**($162,280)**	**$35,746**		**$415,500**			

	ACTUAL	FY 24 REVISED
UNAUDITED BEGINNING FUND BALANCE	**$ 870,172**	**$ 870,172**
ENDING FUND BALANCE	**$ 707,892**	**$ 905,917**
FUND BALANCE RESERVE REQUIREMENT		
% of Fund Balance to Expense Ratio		19.5%
# of Days Coverage		71
Reserve Requirement $$ (60 Days)		$ 764,527
Reserve Requirement %		16.4%
Excess Reserves		**$ 141,390**

456 - FIELDHOUSE
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$0	$0	0.00%	$600	0.00%	(600)	-100.00%
57 - CHARGES FOR SERVICES	979,910	1,387,500	70.62%	967,870	70.88%	12,040	1.24%
58 - TRANSFER FROM FUNDS	530,675	538,625	98.52%	518,100	97.06%	12,575	2.43%
59 - OTHER SOURCES	191,459	170,500	112.29%	127,607	96.13%	63,852	50.04%
Revenue Total	**$1,702,043**	**$2,096,625**	**81.18%**	**$1,614,177**	**79.44%**	**$87,866**	**5.44%**
Expense							
60 - SALARY AND BENEFITS	$504,041	$573,012	87.96%	$447,357	79.63%	56,684	12.67%
72 - SUPPLIES & MATERIALS	210,248	285,354	73.68%	193,242	71.66%	17,006	8.80%
73 - CONTRACT & PROF SVCS	296,435	452,774	65.47%	302,710	72.68%	(6,276)	-2.07%
74 - MAINT & REPAIR SVCS	30,321	44,754	67.75%	25,072	51.27%	5,249	20.94%
75 - UTILITIES	98,036	118,564	82.69%	77,829	66.31%	20,207	25.96%
77 - DEBT SERVICES	536,950	539,125	99.60%	518,600	96.22%	18,350	3.54%
78 - TRANSFER TO FUNDS	3,250	3,900	83.33%	2,925	75.00%	325	11.11%
79 - OTHER FINANCING USES	433	2,450	17.69%	456	18.25%	(23)	-5.02%
Expense Total	**$1,679,714**	**$2,019,933**	**83.16%**	**$1,568,191**	**80.03%**	**$111,523**	**- 7.11%**
Net Income (Loss)	**$22,329**	**$76,692**		**$45,985**			

UNAUDITED BEGINNING FUND BALANCE	**$ (1,755,431)**
ENDING FUND BALANCE	**$ (1,733,102)**

SPECIAL REVENUE FUNDS
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
008 - COMPREHENSIVE SELF INSURANCE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$466,283	$560,525	83.19%	$390,041	83.32%	$76,242	19.55%
Expense	$524,216	$585,000	89.61%	$584,158	82.14%	($59,941)	-10.26%
Net Income (Loss)	**($57,934)**	**($24,475)**		**($194,117)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 584,909**						
ENDING FUND BALANCE	**$ 526,975**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
013 - GRANTS AND DONATIONS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$341,825	$431,650	79.19%	$101,717	50.86%	$240,108	236.06%
Expense	$260,380	$511,079	50.95%	$49,381	22.42%	$210,999	427.28%
Net Income (Loss)	**$81,445**	**($79,429)**		**$52,335**			
UNAUDITED BEGINNING FUND BALANCE	**$ 213,178**						
ENDING FUND BALANCE	**$ 294,623**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$139,137	$96,958	143.50%	$97,937	101.01%	$41,200	0.00%
Expense	$0	$82,250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$139,137**	**$14,708**		**$97,937**			
UNAUDITED BEGINNING FUND BALANCE	**$ 509,934**						
ENDING FUND BALANCE	**$ 649,071**						

SPECIAL REVENUE FUNDS
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
041 - ONE TIME PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$511,605	$1,001,826	51.07%	$1,466,921	49.62%	($955,316)	-65.12%
Net Income (Loss)	**$511,605**	**$1,001,826**		**$1,466,921**			
UNAUDITED BEGINNING FUND BALANCE	**$ 1,539,726**						
ENDING FUND BALANCE	**$ 1,028,121**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
050 - ASSET FORFEITURE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$3,371,071	$3,365,536	100.16%	$747,470	2031.17%	$2,623,601	351.00%
Expense	$315,572	$1,195,036	26.41%	$299,781	196.88%	$15,791	5.27%
Net Income (Loss)	**$3,055,500**	**$2,170,500**		**$447,689**			
UNAUDITED BEGINNING FUND BALANCE	**$ 862,566**						
ENDING FUND BALANCE	**$ 3,918,066**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
215 - PEG FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$20,988	$95,000	22.09%	$40,196	42.27%	($19,208)	-47.78%
Expense	$0	$20,000	0.00%	$142,247	177.81%	($142,247)	-100.00%
Net Income (Loss)	**$20,988**	**$75,000**		**($102,051)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 45,403**						
ENDING FUND BALANCE	**$ 66,391**						

SPECIAL REVENUE FUNDS
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
225 - COURT SECURITY FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$6,015	$8,000	75.18%	$7,083	70.83%	($1,069)	-15.09%
Expense	$1,265	$1,196	105.81%	$220	0.00%	$1,045	475.58%
Net Income (Loss)	**$4,749**	**$6,804**		**$6,863**			
UNAUDITED BEGINNING FUND BALANCE	**$ 63,723**						
ENDING FUND BALANCE	**$ 68,472**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
230 - JUVENILE CASE MGR	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$6,584	$8,000	82.30%	$7,813	64.04%	($1,229)	-15.73%
Expense	$407	$8,000	5.09%	$879	7.94%	($472)	-53.70%
Net Income (Loss)	**$6,177**	**($0)**		**$6,934**			
UNAUDITED BEGINNING FUND BALANCE	**$ (332)**						
ENDING FUND BALANCE	**$ 5,845**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
235 - COURT TECHNOLOGY	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$5,129	$7,500	68.38%	$5,911	47.29%	($783)	-13.24%
Expense	$0	$250	0.00%		0.00%	$0	0.00%
Net Income (Loss)	**$5,129**	**$7,250**		**$5,911**			
UNAUDITED BEGINNING FUND BALANCE	**$ 49,136**						
ENDING FUND BALANCE	**$ 54,265**						

SPECIAL REVENUE FUNDS
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$156,620	$0	0.00%	$4,942,984	97.77%	($4,786,363)	-96.83%
Expense	$1,149,075	$2,837,758	40.49%	$2,898,970	44.16%	($1,749,894)	-60.36%
Net Income (Loss)	**($992,455)**	**($2,837,758)**		**$2,044,014**			
UNAUDITED BEGINNING FUND BALANCE	**$ 3,232,357**						
ENDING FUND BALANCE	**$ 2,239,902**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,440,647	$1,484,215	97.06%	$896,029	104.51%	$544,618	60.78%
Expense	$1,159,066	$1,481,356	78.24%	$1,149,441	77.42%	$9,625	-0.84%
Net Income (Loss)	**$281,582**	**$2,858**		**($253,411)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 678,480**						
ENDING FUND BALANCE	**$ 960,062**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$190,000	0.00%	$0	0.00%	$0	0.00%
Expense	$751,710	$1,194,773	62.92%	$108,246	9.60%	$643,464	594.44%
Net Income (Loss)	**$751,710**	**($1,004,773)**		**($108,246)**			
UNAUDITED BEGINNING FUND BALANCE	**$ 1,007,240**						
ENDING FUND BALANCE	**$ 255,529**						

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$750,000	0.00%	$0	0.00%	$0	0.00%
Expense	$1,788,461	$2,600,000	96.67%	$129,479	2.49%	$1,658,982	1281.28%
Net Income (Loss)	**$1,788,461**	**($1,850,000)**		**$129,479**			
UNAUDITED BEGINNING FUND BALANCE	**$ 5,334,053**						
ENDING FUND BALANCE	**$ 3,545,592**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$100,000	$200,000	50.00%	$0	0.00%	$0	0.00%
Expense	$333,079	$405,294	82.18%	$0	0.00%	$333,079	0.00%
Net Income (Loss)	**$233,079**	**($205,294)**		**$0**			

UNAUDITED BEGINNING FUND BALANCE	**$ 432,631**
ENDING FUND BALANCE	**$ 199,552**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$643,672	$0	0.00%	$324,594	28.90%	$0	0.00%
Expense	$152,686	$715,069	-21.35%	$4,473,944	44.21%	($4,626,629)	-103.41%
Net Income (Loss)	**$796,358**	**($715,069)**		**$4,149,350**			

UNAUDITED BEGINNING FUND BALANCE	**$ 7,492,481**
ENDING FUND BALANCE	**$ 8,288,839**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$40,000	0.00%	$60,000	100.00%	$0	0.00%
Expense	$0	$69,000	0.00%	$2,429	4.05%	($2,429)	-100.00%
Net Income (Loss)	**$0**	**($29,000)**		**$57,571**			

UNAUDITED BEGINNING FUND BALANCE	**$ 57,571**
ENDING FUND BALANCE	**$ 57,571**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF JULY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
410 - IT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$129,789	$154,929	83.77%	$114,370	75.00%	$0	0.00%
Expense	$43,419	$202,700	21.42%	$111,743	78.03%	($68,325)	-61.14%
Net Income (Loss)	**$86,370**	**($47,771)**		**$2,627**			

UNAUDITED BEGINNING FUND BALANCE	**$ 209,339**
ENDING FUND BALANCE	**$ 295,709**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
415 - FLEET REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$878,997	$1,022,480	85.97%	$865,047	86.08%	$0	0.00%
Expense	$1,138,869	$3,273,884	34.79%	$7,459	0.82%	$1,131,411	100.00%
Net Income (Loss)	**($259,872)**	**($2,251,404)**		**$857,589**			

UNAUDITED BEGINNING FUND BALANCE	**$ 2,858,187**
ENDING FUND BALANCE	**$ 2,598,315**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
420 - SWAT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$37,500	$75,000	50.00%	0	0.00%	$0	0.00%
Expense	$57,892	$75,322	76.86%	0	0.00%	$57,892	0.00%
Net Income (Loss)	**($20,392)**	**($322)**					

UNAUDITED BEGINNING FUND BALANCE	**$ -**
ENDING FUND BALANCE	**$ (20,392)**

CAPITAL BOND PROJECTS - CONSOLIDATED AS OF JULY 31, 2024

	Project Information	Revenue Sources							Project Budget				Actuals				
	DESCRIPTION	Bond Allocation	Utility CIP (017)	One-Time Project (041)	ARPA (758)	General Fund (001)	Grant / Cost Share	Total Revenue Sources	Design	Construction	Other Amounts	Total Project Budget	PYs Actual	FY2024 YTD	Project to Date Actuals	Total Remaining Balance	Status
1	Fire Station 1	$6,000,000	$0	$1,034,426	$3,878,448	$52,000	$0	$10,964,874	$722,630	$7,857,835	$2,397,534	$10,977,999	$9,056,553	$858,559	$9,915,112	$1,049,762	Substantially complete - March - Final payment to Core - August
2	Service Center Renovation	$2,400,000						$2,400,000	$208,000		$9,200	$217,200	$202,800		$202,800	$2,197,200	Design Complete. Project on hold. Revisit after Facility Assessment.
3	Danieldale Road Reconstruction	$3,100,000	$4,679,887				$167,420	$7,947,307	$493,460	$7,154,319	$66,000	$7,713,779	$7,672,557		$7,672,557	$274,750	Substantially complete - landscaping remaining
4	Cedar Ridge Road Reconstruction	$2,000,000	$3,300,000					$5,300,000	$458,050	$4,771,000	$43,000	$5,272,050	$184,617	$170,615	$355,232	$4,944,768	In Design
5	Main Street - $1,500,000 allocated	$1,500,000						$1,500,000				$0			$0		On hold. Awaiting project designation.
6	Rotary Park Parking Lot (COMPLETE)	$50,000						$50,000		$17,405		$17,405	$17,405		$17,405	$0	COMPLETE
7	Lakeside Park Pavillion (COMPLETE)	$400,000						$400,000		$392,931		$392,931	$392,931		$392,931	$0	COMPLETE
8	Armstrong Park/Splashpad	$2,250,000					$750,000	$3,000,000	$236,800	$2,810,713	$8,400	$3,055,913	$615,917	$2,525,086	$3,141,003	-$141,003	COMPLETE
9	Harrington Park - including Pavilion and Waterview bridge (Trails)	$2,900,000						$2,900,000	$317,560	$5,670,000		$5,987,560	$194,948		$194,948	$2,705,052	Design Complete. Awaiting direction on funds. Can be broken into 3 phases. There are enough funds for Phase 1 (Concessions and Restrooms); Phase 2 is parking lot/pavillion; Phase 3 is bridge connecting Waterview Park and Harrington
10	City-wide Trails	$1,000,000						$1,000,000		$1,000,000		$1,000,000	$67,278		$67,278	$932,723	Project options given. Awaiting Council/Community direction.
	TOTAL PROJECTS BUDGET	**$21,600,000**						**$35,462,181**	**$2,436,500**	**$29,674,202**	**$2,524,134**	**$34,634,836**	**$18,405,006**	**$3,554,260**	**$21,959,266**	**$11,963,252**	

DRAINAGE PROJECTS (FUND 015) AT JULY 31, 2024

	Project and Vendor Information		Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Ten Mile Creek - Erosion/Drainage	B&N (3220011) Stoic Const (2240298)	165,060	1,425,311		$1,590,371	106,044	941,924	1,047,968	542,403	Construction Phase
2	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067)	5,000	95,128		$100,128	2,340	108,137	110,477	(10,349)	In Construction
3	Swan Ridge - Birdwood	SYB Const (3230195)		264,260		$264,260	195,682	54,318	250,000	14,260	Complete
4	Lakeside Park - Culvert	IEA (3230194)	45,190			$45,190	39,430	-	39,430	5,760	Design Complete - Construction estimated FY 2025
5	Drainage Improvements - Los Altos, Jellison, Roundtop	MRB Group	30,000		15,000	$45,000				45,000	Began in June 2024
6	Drainage Improvements - Bridges	unassigned				$120,000				120,000	Not Started
7	Emergency Drainage 500 Blk Roundtop	Texas Standard (2240474)		23,871	1,145	$25,016		25,016	25,016	($0)	Complete
	TOTALS		**245,250**	**1,784,699**	**15,000**	**$2,189,965**	**$343,496**	**$1,129,395**	**$1,472,891**	**$717,074**	

UTILITY CIP PROJECTS (FUND 017) AT JULY 31, 2024

	Project and Vendor Information		Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Swan Ridge (W/ Drainage + Streets)	Burgess/Niple (3210043) SYB Construction (3230182) - PO #2300480	55,485	1,540,773	47,139	$1,643,397	950,570	705,217	$ 1,655,787	$ (12,390)	Complete
2	Wren and Oriole Avenue Aerial	Dunaway (3210098) Texas Standard Const. (2240238)	70,035	1,209,137		$1,279,172	58,518	1,163,531	$ 1,222,049	$ 57,123	In Construction
3	Danieldale Road Reconstruction (UT Portion)	Dunaway (3200023) Pavecon (3210057) Teams Consultants (2300161)	297,564	4,245,132	137,195	$4,679,891	4,645,268		$ 4,645,268	$ 34,623	Substantially Complete - Landscaping
4	Cedar Ridge Road Reconstruction (UT Portion)	Dunaway (3210094)	157,367	1,000,000		$1,157,367	87,707	57,398	$ 145,104	$ 1,012,263	In Design
5	Summit Pump House - Rehab - Generator	Dunaway (3210099) Texan Electric Co. PO# 2240190	75,538	579,469		$655,007	68,138	3,809	$ 71,947	$ 583,060	Construction Awarded 10-17-23
6	FY 22 Pipebursting	Vortex PO# 2300139		999,996		$999,996	998,722		$ 998,722	$ 1,274	Ongoing
7	Danieldale Ground Storage	RJN (3200037) Nova (3210059)	312,386	2,260,137		$2,572,523	2,473,284	34,759	$ 2,508,043	$ 64,480	Complete
8	North Main Pump - Chlorine Injector/Mixer	Dunaway (3210029)	48,624	208,116		$256,740	40,814		$ 40,814	$ 215,926	Construction - Deferrred to FY25
9	SCADA Replacement	Prime Controls (3230218) - PO# 2240146		480,000		$480,000	-	304,825	$ 304,825	$ 175,175	Awaiting ordered materials - Est completion 12/31/24
10	FY 23 Pipebursting	Vortex Turnkey (#2300478)		448,265		$448,265	457,246		$ 457,246	$ (8,982)	Ongoing
11	Softwood Sewer Aerial	Dunaway (3230100)	84,800	1,339,121		$1,423,921	67,520	473,907	$ 541,427	$ 882,494	In Construction
12	Harrington Aerial - Stewart Branch	Dunaway (3230246) Texas Standard Construction (2240640)	76,560	748,079		$824,639		62,360	$ 62,360	$ 762,279	In construction
13	Lead Service Line Replacements Inventory	LJA Engineering (3230250)			207,000	$207,000		36,250	$ 36,250	$ 170,750	In progress
14	FY 2024 Pipebursting	Insituform Technologies (2240642)		498,895		$498,895			$ -	$ 498,895	In progress
15	Loopline @ Fire Station	Not started	50,000			$50,000	-		$ -	$ -	Moved to FY2025
16	Hill City - Steger	Burgess/Niple (3210095)	35,700			$35,700	27,800		$ 27,800	$7,900	Moved to FY2025

UTILITY CIP PROJECTS (FUND 017) AT JULY 31, 2024

	Project and Vendor Information		Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
17	Pressue Plan Valves - Vault	Not Started		120,000		$120,000	-		$ -	$ 120,000	Moved to FY2025
18	Cockrell Hill Rd.	Criado & Associates (3210032)	128,468			$128,468	114,394		$ 114,394	$14,074	Moved to FY2025
19	Siphon @ Wheatland	Not Started		250,000		$250,000	-		$ -	$ 250,000	Moved to FY2025
	TOTALS		**1,392,527**	**15,927,120**	**391,334**	**$17,710,980**	**$9,989,980**	**$2,842,056**	**$12,832,036**	**$4,828,944**	

STREET AND SIDEWALK PROJECTS (FUND 020) AT JULY 31, 2024

	Project and Vendor Information		Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	US 67 - Landscape + Monument Signage	Westwood Professionals (3200044, 3200161, 3210060) Team Consultants (PO# 2300150, 2220060)	269,045	172,546	12,740	$454,331	441,459	-	441,459	$12,872	COMPLETE
2	Swan Ridge Reconstruction (w/Utilities)	Burgess & Niples (3210043) SYB Construction (3230182)	46,685	842,847		$889,532	243,629	645,903	889,532	$0	COMPLETE
3	Sidewalks Oriole Blvd. - includes CDBG Grant	Dunaway Associates (3210106) Meca Construction	11,500	536,618		$548,118	11,500	105,807	117,307	$430,811	In Construction
4	BNSF Main/Davis Sidewalks	IEA (3210079) BNSF Railway (3220119)	26,825	60,885		$87,710	87,710		87,710	($0)	COMPLETE
	TOTALS					**$1,979,691**	**$784,298**	**$751,710**	**$1,536,008**	**$443,683**	

ALLEY PROJECTS (FUND 025) AT JULY 31, 2024

	Project and Vendor Information		Project Budget				Actuals				
	DESCRIPTION	Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	STATUS
1	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067) CCGMG (3230195)	64,817	339,369	16,000	$420,186	50,739	311,116	361,855	58,331	In Construction
2	Cherry Street/Center Phase 2 - Reconstruction w/ Drainage	IEA (3230106)	94,582			$94,582	64,216	21,963	86,179	8,403	In Design
	TOTALS					**$514,768**	**$114,955**	**$333,079**	**$448,034**	**$66,734**	

ONE-TIME PROJECTS (FUND 041) AT JULY 31, 2024

	DESCRIPTION	TOTAL PROJECT BUDGET	PY ACTUAL	FY 2024 YTD	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	PUBLIC SAFETY - P-25 COMPLIANT RADIOS	2,188,003	1,720,111	365,192	2,085,303	102,700	Project completed in May 2023. One more payment due to Motorola. Any remaining funds go toward spare radios and Fire Station 1 alert speakers
2	FIRE STATION CONSTRUCTION - Funds from prev 1x project remaining balance	1,007,736	6,600	181,730	188,330	819,406	Fire Station 1 Construction, IT, and ancillary expenses.
	TOTAL ONE TIME PROJECT BUDGET	**$3,195,739**	**1,726,711**	**546,922**	**$2,085,303**	**$922,106**	

ARPA PROJECTS (FUND 758) AT JULY 31, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED OR UPDATED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	Employee Premium Pay	Employee Premium Pay	Provide premium pay for city employees worked during the pandemic		1,231,136		1,231,136		COMPLETE
2	New Ambulance	Revenue Loss - Public Safety	Ambulance due for replacement.		370,476		370,476		COMPLETE
3	Air Purification - Fire Apparatus	Revenue Loss - Public Safety	Install air purfication equipment in Fire response vehicles to assist in mitigating spread of Covid-19		20,690		20,690		COMPLETE
4	Adverse Weather Equipment	Revenue Loss - Public Safety	Equipment such as batteries, small generator, etc for backup option to generator in an event of adverse weather, power outages.		4,685		4,685		COMPLETE
5	ESRI License	Revenue Loss - Public Safety	Update licensing for Fire Dept. Allows department mapping of Covid-19 hot spots in order for responders to be aware and better prepared when responding.		2,500		2,500		COMPLETE
6	SCBA Face Cleaners	Revenue Loss - Public Safety	Provide a cleaning system at each station. Ensures effective cleaning to remove carcinogens, dirt, and other residue on the face masks.		11,380		11,380		COMPLETE
7	Bunker Gear	Revenue Loss - Public Safety	To provide each firefighter a second set of gear in accordinance with NFPA 1971. Providing a second set of gear allows a firefighter to change into a clean set after a fire while the initial set is being cleaned of carcinogens.		141,362		141,362		COMPLETE
8	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.		20,829		20,829		COMPLETE
9	SCBA Gear	Revenue Loss - Public Safety	New gear for responders.		276,022		276,022		COMPLETE
10	Library Carrals	Revenue Loss	Replace remaining Carrels. Library started replacing carrels with Cares Act funds in order to support distance learning for the community.		18,620		18,620		COMPLETE
11	Axon Body Worn Cameras/Vest	Revenue Loss - Public Safety	Provide body worn cameras/vest to neighborhood, health inspections, marshal, and fire marshal. These positions either did not have one or used extras PD might have had. This enables staff to have protection and record of interactions with the community.		70,869		70,869		COMPLETE
12	JAMAR Traffic Devices	Revenue Loss - Public Safety	Equipment to gather and analyze speeding and traffic data		8,808		8,808		COMPLETE
13	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistantly being updated. This service will keep policies up to date and ability to track the changes.		36,300		36,300		COMPLETE
14	Radar Trailers	Revenue Loss - Public Safety	Speed trailer to prompt speeding drivers to slow down.		16,078		16,078		COMPLETE

ARPA PROJECTS (FUND 758) AT JULY 31, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED OR UPDATED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
15	Body Worn Cameras & System	Revenue Loss - Public Safety	Allows for a direct link to county DA to transfer evidence and case information electronically versus the burning DVDs and having to hand deliver to DA office. This will add great efficiency to the CID function as well as the Property and Evidence Tech time. The Michael Morton Act (MMA) of 2014 and now the Richard Miles Act forces the hand of police departments to quickly gather all sources of digital media and evidence in a case. What can be submited through this portal must be done. The current vendor Watchguard has not been able to get this done so again the CID function has had to burn all of their data to DVDs for storage and disclosure.		580,975		580,975		COMPLETE
16	Cellular Pump Stations	Water/Sewer Infrastructure	Replace 12 routers at pump stations for reliable communication back to SCADA system at Service Center		13,945		13,945		COMPLETE
17	AED Replacements	Revenue Loss - Public Safety	Replace AED (Automated External Defibrillator) units around city facilities.		26,620		26,620		COMPLETE
18	Fire Truck Blocking Apparatus	Revenue Loss - Public Safety	Duncanville share with Cedar Hill for blocking apparatus equipment. To be used for events and incidents requiring an apparatus to block traffic so other fire apparatuses can continued to be used.		-	88,651	88,651	-	COMPLETE
19	EDC - Business Grants	Economic Response	Grants for eligible Duncanville businesses for expenses incurred and revenue loss during the COVID-19 pandemic. Businesse must apply and maximum grant per applicant is $15,000.	700,000	421,287		421,287	-	COMPLETE
20	Emergency Generators/HVAC Replacements	Economic Response and Public Safety	Emergency Generator for Fire Station 271, HVAC and roof replacement at 103. E Wheatland Rd. building	409,686		385,593	385,593	-	COMPLETE
21	Outdoor Fitness Equipment	Revenue Loss	Outdoor fitness equipment at Armstrong Park and Quail Run	350,000	249,388	84,468	333,856		COMPLETE
22	Fitness Room Expansion	Revenue Loss	Expand the fitness room at the Recreation Center. It includes combining the fitness room with the room next door allowing for additional space and updated equipment to meet the needs of members and attract new members to the center.	205,000	-		-	-	Reallocate Funds to Fire Station
23	Dog Park	Revenue Loss	Install a dog park at Rotary Park. Also includes parking.	75,000	-		-	75,000	In Progress
24	Flock Cameras	Revenue Loss - Public Safety	Leveraging technology for Police staff. Helps police investigate crimes with capturing license plates and vehicle characteristics.	17,100	9,600	7,500	17,100	-	COMPLETE
25	Utilities Project	Water/Sewer Infrastructure	Replace sewer aerial line.	500,000	-		-	500,000	Awaiting Facility Assessment - Possible reallocation

ARPA PROJECTS (FUND 758) AT JULY 31, 2024

	NAME	PROJECT CATEGORY / FUNCTION	DESCRIPTION	REQUESTED OR UPDATED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
26	IT equipment, cameras, network, backbone, VDI, Traffic Service Upgrades	Revenue Loss - Public Safety	Upgrade and relocate traffic operations servers to Service Center. Replace network fiber. Project cost to replace servers and network backbone, replace outdated network infrastructure, and virtual desktops started with Cares Act funds.	150,000	36,425	104,143	140,568	9,432	
27	IT ERP Re-implementations/Upgrades	Revenue Loss	Projected cost to implement remaining MUNIS applications, Energov (Inspections & Code) and EAM (Asset Management) for inventory and asset management. Cost includes training with MUNIS staff. Additionally once implemented it will reduce general fund expenditures paying for two systems. Projected cost for upgrade and training for MUNIS Financials and Human Capital (Personnel) modules	246,490	-	43,300	43,300	203,190	Reimplementation of Energov and Purchase of Court System approved - Purchase Order issued.
28	Library Programs	Digital Literacy	Digital Literacy and other library programs - instructor and projected advertisement and supply cost.	70,000	-		-	70,000	Library finalizing details
29	City Hall Lobby - Customer Service area	Revenue Loss	Convert City Hall lobby to a Customer Service front desk. Includes displays, desk, IT infrastructure to operate computer at the desk, and sun blocking panels.	50,000	36,718	34,291	71,009		COMPLETE
30	Fire Station 1 - Construction and IT	Revenue Loss - Public Safety	Complete construction of new Fire Station, with timing of Covid-19, supply shortages, escalated cost of construction and materials, cost to complete nearly doubled.	4,000,000	3,036,662	579,750	3,616,412	558,465	Substantially Complete - Awaiting Final Payment
	TOTAL			**$6,773,276**	**6,641,374**	**1,327,696**	**$7,969,070**	**$1,416,087**	