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 5, 2023
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 will be physically present at this meeting.

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, September 5, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

Due to limited seating in council chambers, persons or participants may participate by live broadcast via Swagit in order to maintain safe social distance as provided in this notice.

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 5, 2023.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, September 5, 2023
- First Name, Last Name, and Address

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WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Briefing regarding the City of Lancaster's submission of an application to the Federal Emergency Management Agency, Hazard Mitigation Grant Program, to fund the Best Southwest Residential Safe Room Rebate Program in the total amount of $240,000.00. 7 - 10

Hazardous Mitigation Safe Room Grant Application

B. FY 2023-24 Proposed Budget update and briefing to include Council amendments from the August 10, 2023 budget workshop. 11 - 22

FY 2023-24 Proposed Budget Update

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 Interim 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. 23

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 and/or appointment 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. 24

Executive Session

3. City Council shall convene into closed executive session pursuant to the Tex Govt Code Sections 551.071 and 551.074 to seek legal advice concerning Chapter 2, Administration, Article III Code of Ethics, Division 2, Code of Ethics for appointed board and commission members. 25

Executive Session

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

CALL TO ORDER

INVOCATION - Pastor Jorge Guerrero of Crossroads of Life Church

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Recognition of Keep Duncanville Beautiful Fall 2023 Curb Appeal Residential Properties. 26 - 30

Keep Duncanville Beautiful Fall 2023 Curb Appeal

B. Presentation of the Keep Duncanville Beautiful Fall 2023 Business Beautification Award Plaque and Proclamation to Cox Farms Market - Duncanville located at 1026 S. Main St. 31 - 35

Summer 2023 Business Beautification Award - Red Bird Lanes

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 October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

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

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

4. CONSENT AGENDA

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

A. Consider the Minutes for the following City Council Meetings: 36 - 56

August 1, 2023 Regular City Council Meeting
August 3, 2023 Special Called Meeting
August 7, 2023 Special Called Meeting
August 8, 2023 Special Called Meeting

August 10, 2023 Special Meeting budget Workshop
August 10, 2023 Special Meeting
August 15, 2023 Regular City Council Meeting

B. Consider an Ordinance of the city council of the City of Duncanville, Texas repealing Ordinance 2345R codified as Chapter 12 of the Code of Ordinances, Article IX, Curfew Hours for Minors, effective September 1, 2023, to comply with newly amended state law. 57 - 62

Repealing of Juvenile Curfew Ordinance

C. Consider a Resolution approving the proposal for city-paid employees and retiree medical and prescription plan with Blue Cross Blue Shield of Texas for a one-year agreement. 63 - 85

Resolution to Approve BCBS One-Year Agreement

D. Consider a Resolution of the city council of the City of Duncanville, Texas, approving a variance to the requirements to provide replacement trees on the property located at 306 and 308 West Camp Wisdom Road, Duncanville, Dallas County, Texas; and providing for an effective date. 86 - 89

Fire Station Tree Preservation Variance

E. Consider a Resolution ratifying the Crossing Surface Installation Agreement between BNSF Railway Company and the City of Duncanville for the installation of a pedestrian crossing at W. Davis Street; and, hereby approve the additional $13,547.94 payment. 90 - 130

Crossing Surface Installation Agreement

F. Consider a Resolution approving the terms and conditions of Professional Services Agreement 23-0033 with Dunaway Associates for the design of Harrington Park Wastewater Aerial Reroute and Improvement, with a contract amount of $63,800.00 and an additional appropriation of $12,760.00 as a project contingency for a total amount not to exceed $76,560.00. 131 - 159

Harrington Park Wastewater Aerial Reroute and Improvement

G. Consider a Resolution authorizing an amendment to Professional Services Agreement 23-0004 with Dunaway Associates for additional professional engineering services as part of the Softwood Drive Sanitary Sewer Aerial Crossing Repair Design Project in the amount of $14,450.00, not exceeding a total contract amount of $99,250.00. 160 - 165

Softwood Aerial Crossing Design Contract Amendment

H. Consider a Resolution approving the terms and conditions of Amendment No. 1 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed site household hazardous waste collection location from October 1, 2023, through September 30, 2024, as part of the Dallas Area Household Hazardous Waste Network, for a cost not to exceed $53,481.00. 166 - 193

Amendment No. 1 to Household Hazardous Waste Interlocal Agreement

I. Consider a Resolution authorizing the vehicle make-ready services with Jr's Custom Auto for the upfitting of the Police SWAT Van in the expenditure amount not to exceed $45,000.00. 194 - 201

SWAT - Upfitting

J. Consider a Resolution approving the renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of $138,671.30 for a two-year term. 202 - 212

Renewal of Interlocal Agreement with BioTel

K. Consider a Resolution authorizing an amendment to Contract 19-001 with Yunex, LLC, to provide for additional fiber installation services in an amount not to exceed $25,500.00 to expand the Traffic Division's Intelligent Traffic Systems Fiberoptic Network for a total contract amount not to exceed $189,941.00. 213 - 218

Yunex, LLC Contract Additional Funding Authorization

L. Consider a Resolution authorizing the approval for the continuation in expenditure of funds for Mike Conduff of the Elim group to provide annual governance and leadership coaching for the City of Duncanville in the amount not to exceed $25,000 for the full term of the agreement. 219 - 225

Annual Coaching Agreement with Mike Conduff of The Elim Group

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Appeal to the City Council for Permitting of Livestock at 1342 South Main Street. 226 - 233

Appeal to the City Council for Permitting of Livestock

C. Presentation and deliberation of the FY 2023-24 proposed budget and conduct a Public Hearing. 234 - 265

FY 2023-24 Proposed Budget Hearing

D. Consider a Resolution authorizing a contract with Prime Controls, sole source procurement to replace the City's existing SCADA (Supervisory Control and Data Acquisition) System software and equipment, and to provide ongoing maintenance, for a total expenditure amount not to exceed $480,000.00. 266 - 274

SCADA System Upgrade

E. Council to consider a resolution appointing a director to the board of the North Central Texas Housing Finance Corporation. 275 - 287

North Central Texas Housing Finance Corporation Director Appointment

F. Consider an Ordinance amending The Code of Ordinances by amending Chapter 5 'buildings and general building regulations', article ii 'building code', division 2 'international building code' by amending section 5-27 "amendments to building code"; by amending subsection (27), by repealing section 903.2.11.9 buildings over 6,000 sq. Ft. And replacing it with new section 903.2.11.9 "buildings over 6,000 sq. Ft."; providing for additional amendments to the international building code, 288 - 293

2015 edition regarding sprinkler system; providing a severability clause; providing a repealing clause; providing a savings clause; providing a penalty for violation of this ordinance not to exceed the sum of two thousand dollars ($2,000.00) for each offense.

Ordinance amending Chapter 5 Article II of the Building Code

G. Consider an Ordinance amending The Code of Ordinances by amending chapter 9 ‘fire prevention and protection’, article iv ‘fire code’, by amending section 9-51 “amendments”, by amending subsection (43), by repealing section 903.2.11.9 ‘new buildings over 6,000 sq. Ft and existing buildings over 10,000 sq. Ft. And replacing it with new section 903.2.11.9 “new buildings over 6,000 sq. Ft. And existing buildings over 12,000 sq. Ft.”; providing for additional amendments to the fire code, 2015 edition regarding sprinkler system; providing a severability clause; providing a repealing clause; providing a savings clause; providing a penalty for violation of this ordinance not to exceed the sum of two thousand dollars ($2,000.00) for each offense. 294 - 296

Ordinance amending Chapter 9 Article IV of the Fire Code - Pdf

6. STAFF AND BOARD REPORTS

A. Receive the Parks and Recreation Department Quarterly Report 297 - 313

Parks and Recreation Department Quarterly Report

B. Council to receive an update on the FY2022 audit. 314

Update on the FY2022 Audit

C. Receive the Library Quarterly Report 315 - 322

Library Quarterly Report - Pdf

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: **Friday, September 1, 2023, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Briefing regarding the City of Lancaster's submission of an application to the Federal Emergency Management Agency, Hazard Mitigation Grant Program, to fund the Best Southwest Residential Safe Room Rebate Program in the total amount of $240,000.00.

Vision Statement:

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

Pillar:

- **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:
Sam Rohde, Fire Chief
Lauren Sanchez, Regional Emergency Management Operations Coordinator

BACKGROUND/HISTORY:
Tornadoes and severe storms are a common hazard impacting the residents of North Central Texas, to include the cities of Cedar Hill, DeSoto, Duncanville, and Lancaster. The country is divided into four geographic zones to reflect the number and strength of recorded tornadoes; North Central Texas is in Zone 5 which has experienced the most and strongest tornado activity. While we cannot stop these storms from occurring, residents can take action to better protect themselves and their families through the use of a residential safe room. Per FEMA P-320 guidance, a residential safe room can provide near-absolute protection for home inhabitants from injury or death resulting from extreme winds. The creation of the Best Southwest Residential Safe Room Rebate Program for the residents of Cedar Hill, DeSoto, Duncanville, and Lancaster will financially assist homeowners with the construction of a potentially lifesaving structure in their home so they can survive the next tornado event. The financial assistance will be in the form of a rebate to reimburse a portion of the safe room construction/installation costs.

The Regional Emergency Management Operations Coordinator, serving Cedar Hill, DeSoto, Duncanville, and Lancaster, intends to submit the Best Southwest Residential Safe Room Rebate

Program under the FEMA Hazard Mitigation Grant Program (HMGP) DR-4705. This grant will be in an amount to fund the rebate for approximately 40 safe room installations across Cedar Hill, DeSoto, Duncanville, and Lancaster. FEMA caps the eligible cost of a residential safe room installation at $6,000 per household. Through a rebate program, FEMA allows for the reimbursement of half the cost of the residential safe room installation, up to $3,000 per household. With 40 households at $6,000 total eligible cost, the grant project total is $240,000. With a cap of a $3,000 rebate per safe room, this grant application amount is $120,000 in Federal Share to cover the rebates. FEMA Safe Room grants are a 50/50 percentage Federal and Local Cost Share split. The remaining $120,000 in Local Cost Share funds is paid by the program participating residents who install their individual residential safe room. Residents pay the full amount of their safe room installation and are eligible for the rebate reimbursement.

In April of 2023, the Regional Emergency Management Operations Coordinator released an interest flyer to the residents of the four cities to gauge interest in participating in a Residential Safe Room Rebate program. As of August 2023, 31 households expressed interest. The amount of 40 safe rooms was used to cover the 31 currently interested homeowners, plus 9 extra who might apply upon hearing about the grant approval and available funding. If this grant is funded, interested residents will submit a program participation application to the Regional Emergency Management office. The Regional Emergency Management office will ensure the address is not in the floodplain, then provide the resident with a letter to proceed with safe room installation. The resident will follow the FEMA requirements outlined in FEMA P-361 and P-320 to work with a vendor to install a residential tornado safe room in their home. The resident will pay for the installation in full and retain a receipt. After installation by a vendor and safe room inspection by the city, the Regional Emergency Management office will work with the resident to collect all grant required documentation and submit to FEMA for review and approval for reimbursement. City of Lancaster Finance will get the approved reimbursement funds to the respective resident and work with Regional Emergency Management staff to track all reimbursement allocations. Program participants will be accepted as long as funds are available for rebates.

The grant will be submitted with the City of Lancaster as the grant applicant, recipient, and fund manager. Lancaster Finance has the staff and processes in place to handle the grant funds for the duration of the grant. The Regional Emergency Management office will submit and oversee this grant project if awarded.

POLICY EXPLANATION:
The Duncanville Fire Department is seeking authorization to submit a grant application to the Federal Emergency Management Agency, Hazard Mitigation Grant Program DR-4705, to fund the Best Southwest Residential Safe Room Rebate Program in the total amount of $240,000.00.

If awarded, the Federal Cost Share of this project will total $120,000 which will not require a cash cost share from the City of Duncanville. The Local Cost Share in the amount of $120,000 will be paid by residents participating in the rebate program through the installation of their individual residential safe room installation.

FUNDING SOURCE:

ORG and Object Number
N/A - All cost will be handled between the resident and rebate program.

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

ACTION ALTERNATIVES:

1. No action is required by Council, as this is a briefing.
2. Other actions as directed by Council.

ATTACHMENTS:

Budget Narrative-Lancaster Safe Room

City of Lancaster

DR-4705 HMGP

Best Southwest Residential Safe Room Rebate Program

August 18, 2023

Budget Narrative – HMGP DR-4705

The City of Lancaster is submitting the Best Southwest Residential Safe Room Rebate Program for the residents of Cedar Hill, DeSoto, Duncanville, and Lancaster. This grant request is for grant funding to cover the rebate for approximately 40 residential safe room installations. If funded, interested residents will apply for program participation, pay for the full installation cost of their residential safe room, submit required documentation, and be reimbursed for a portion of the installation cost by FEMA funds through the City of Lancaster. The reimbursement cost will be limited to up to 50 percent of the cost of the safe room, not to exceed $3,000.

Because residents participating in the rebate program will fully fund the installation of their residential safe room, the City cannot break down the cost beyond a joint Materials/Construction cost per household. This cost will include all Safe Room program eligible costs per FEMA guidance. Because the eligible residential safe room cost is capped at $6,000 per participating household, the total cost per household is calculated at $6,000.

The Federal Amount will cover the maximum eligible rebate amount for those 40 households (40 homes X $3,000 max rebate = $120,000). The Non-Federal cost share amount will be paid by program participating residents.

A. MATERIALS/CONSTRUCTION

Materials/ Construction	Cost / Unit	Quantity	Compulation	Federal Amount (50%)	Non-Federal Amount (50%)
Total	$6,000	40	$6,000 X 40=	$120,000	$120,000

Project Total Equipment Cost - $240,000

Grand Total of Grant Expenses: $240,000
Grand Total Expenses – Federal Amount: $120,000
Grant Total Expenses – Non-Federal Amount: $120,000

Sincerely,

Lauren Sanchez
Regional Emergency Management Operations Coordinator
Cedar Hill, DeSoto, Duncanville, Lancaster
lauren.sanchez@duncanvilletx.gov
972-780-5054

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
FY 2023-24 Proposed Budget update and briefing to include Council amendments from the August 10, 2023 budget workshop.

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
A budget workshop was held on August 10, 2023, to discuss and deliberate the FY 2023-2024 Proposed Budget. Texas Municipal Retirement System benefits were discussed and scenarios provided. Enhancements to TMRS benefits, including Updated Service Credits for current staff and Cost of Living Adjustments for retirees, have not been included in the proposed budget due to revenue limitations. The City Manager proposed a way to free up costs by delaying Phase 2 of the compensation study increases to January 1, 2024 ($143,000), using the net revenue over expenditures of $260,365, and a one-time payment of $255,000 from excess, unassigned fund balance in the General Fund. The presentation will provide an updated proposed budget including the changes to add an Ad-Hoc 100% Updated Service Credits and 30% COLA to the FY 2023-2024 Proposed Budget.

POLICY EXPLANATION:
There is no policy explanation to provide other than the FY 2023-24 Proposed Budget is at the Council level and changes can be requested with consensus of Councilmembers. Based on the feedback provided in the workshop, the FY 2023-24 proposed budget has been amended to include the changes in TMRS and Economic Development.

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.

ATTACHMENTS:
090523 Council Update

FY 2023-2024 BUDGET CHANGES

Salary & Benefit:

- Delay implementation of Phase 2 of Compensation increases to January 1, 2024
- Added TMRS 100% Updated Service Credits and 30% COLA – Ad Hoc
- Total cost = $477,906

Operational Expenses:

- $450 – Downtown Association Dues
- $500 – Conservation Fund startup
- $50,000 – Master Plan for the Charles F. Ladd property
- Covered by Economic Development Fund

FY 2023-2024 BUDGET CHANGES

Impact to Funds:

Fund	FY 2024 Proposed Original	FY 2024 Proposed with Changes	Difference in Expenses	Fund Balance Use
General Fund - 001	$39,617,695	$40,029,583	+$411,888	$308,709
Utility – 002	$19,107,530	$19,152,053	+$44,523	$0
Sanitation – 019	$4,587,897	$4,592,594	+$4,697	$0
Fieldhouse – 456	$2,014,884	$2,019,933	+$5,049	$0
Hotel/Motel – 010	$836,956	$838,479	+$1,523	$0
Economic Dev – 012	$4,479,428	$4,486,398	+$6,970	$6,970
Drainage – 015	$1,102,742	$1,105,998	+$3,256	$3,256

RETREAT FOLLOW-UP - SCENARIO

1. One-Time Stipend– Employees hired before 04/01/2023

- 234 Full-Time employees
- Public Safety - $2500
- General Employees - $1500
- TOTAL = $485,202

City of Duncanville

001 - GENERAL FUND SUMMARY

PROPOSED BUDGET - FY 2023-2024

REVENUES	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES	% CHANGE OVER ADOPTED
50 - PROPERTY TAXES	$18,587,478	$20,805,379	$20,805,379	$21,909,710	$21,909,710	5.31%
51 - SALES & OTHER TAXES	9,747,900	9,538,417	9,943,417	10,251,648	10,251,648	7.48%
52 - PERMITS & LICENSES	658,969	572,050	572,050	647,500	647,500	13.19%
53 - FINES & FEES	307,033	386,600	386,600	350,100	350,100	-9.44%
54 - INTERGOV REVENUES	173,031	237,500	237,500	347,861	347,861	46.47%
55 - INTEREST	153,562	67,700	67,700	67,700	67,700	0.00%
56 - FRANCHISE FEE REV	1,857,149	1,739,000	1,739,000	1,755,000	1,755,000	0.92%
57 - CHARGES FOR SERVICES	1,835,639	1,120,300	1,120,300	1,147,200	1,147,200	2.40%
58 - TRANSFER FROM FUNDS	2,715,192	2,905,293	2,905,293	2,798,905	2,795,905	-3.77%
59 - OTHER SOURCES	725,458	391,000	391,000	448,250	448,250	14.64%
TOTAL RECURRING REVENUES	**36,761,411**	**37,763,239**	**38,168,239**	**39,723,874**	**39,720,874**	**5.18%**
USE OF FUND BALANCE				159,791	308,709	
TOTAL RESOURCES				**$39,883,665**	**$40,029,583**	
EXPENSES						
60 - SALARY AND BENEFITS	$21,733,555	$24,150,028	$23,951,028	$25,283,624	$25,695,512	6.40%
72 - SUPPLIES & MATERIALS	1,422,519	2,029,181	2,128,079	2,140,346	2,140,346	5.48%
73 - CONTRACT & PROF SVCS	7,149,134	7,028,950	7,426,972	7,675,081	7,675,081	9.19%
74 - MAINT & REPAIR SVCS	694,756	1,385,657	1,382,931	1,743,685	1,743,685	25.84%
75 - UTILITIES	814,417	952,225	940,485	981,857	981,857	3.11%
76 - CAPITAL OUTLAY	155,714	161,175	152,850	153,458	153,458	-4.79%
77 - DEBT SERVICES	60,129	0	0	0	0	0.00%
78 - TRANSFER TO FUNDS	2,198,589	1,169,982	1,674,982	1,143,674	1,143,674	-2.25%
79 - OTHER FINANCING USES	375,751	509,461	504,333	495,970	495,970	-2.65%
TOTAL EXPENDITURES	**34,604,564**	**37,386,658**	**38,161,658**	**39,617,695**	**40,029,583**	**7.07%**
NET REVENUE OVER / (UNDER) EXPENDITURES	**$2,156,847**	**$376,581**	**$6,581**	**$265,970**	**($0)**	
BEGINNING FUND BALANCE *	***$15,268,262***		***$17,425,109***	***$17,431,689***	***$17,431,689***	
ENDING FUND BALANCE PROJECTED	***$17,425,109***		***$17,431,689***	***$17,537,869***	***$17,122,980***	
Targeted Reserve - 75 Days (20-25%)	$7,110,527		$7,841,437	$8,140,622	$8,225,257	
Excess Amount Over Reserve	$10,314,582		$9,590,253	$9,397,246	$8,897,724	

* Beginning Fund Balance is the audited ending fund balance for General Fund for FY 2021.

002 - WATER/SEWER UTILITY FUND
PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES	% CHANGE OVER ADOPTED
Revenue						
53 - FINES & FEES	$3,640	$4,000	$4,000	$4,000	$4,000	0.00%
54 - INTERGOV REVENUES	23,733	600	600	600	600	0.00%
55 - INTEREST	16,543	17,100	17,100	17,100	17,100	0.00%
57 - CHARGES FOR SERVICES	18,662,293	19,132,989	19,132,989	21,061,642	21,061,642	10.08%
59 - OTHER SOURCES	320,477	70,777	70,777	70,777	70,777	0.00%
Revenue Total	**$19,026,685**	**$19,225,466**	**$19,225,466**	**$21,154,119**	**$21,154,119**	**10.03%**
Expense						
60 - SALARY AND BENEFITS	$2,027,975	$2,255,320	$2,135,320	$2,307,212	$2,351,735	4.28%
72 - SUPPLIES & MATERIALS	308,060	689,121	687,121	705,528	705,528	2.38%
73 - CONTRACT & PROF SVCS	9,258,438	9,779,393	10,001,393	10,141,222	10,141,222	3.70%
74 - MAINT & REPAIR SVCS	294,618	333,600	333,600	391,900	391,900	17.48%
75 - UTILITIES	91,531	122,612	122,612	124,220	124,220	1.31%
76 - CAPITAL OUTLAY	0	9,490	9,490	0	0	0.00%
77 - DEBT SERVICES	96,047	0	0	0	0	0.00%
78 - TRANSFER TO FUNDS	7,527,476	5,998,881	8,998,881	5,422,998	5,422,998	-9.60%
79 - OTHER FINANCING USES	6,994	19,950	19,950	14,450	14,450	-27.57%
Expense Total	**$19,611,140**	**$19,208,367**	**$22,308,367**	**$19,107,530**	**$19,152,053**	**-0.29%**
REVENUES OVER/(UNDER) EXPENSES	**($584,455)**	**$17,099**	**($3,082,901)**	**$2,046,590**	**$2,002,067**	
BEGINNING WORKING CAPITAL BALANCE *	***$14,427,890***		***$13,843,435***	***$10,760,534***	***$10,760,534***	
ENDING WORKING CAPITAL BALANCE PROJECTED	***$13,843,435***		***$10,760,534***	***$12,807,123***	***$12,762,600***	
Targeted Reserve - 75 Days (20-25%)	$4,029,686		$4,583,911	$3,926,205	$3,935,353	
Excess Amount Over Reserve	$9,813,748		$6,176,623	$8,880,919	$8,827,247	

* Beginning Balance is the audited ending fund balance for FY 2021.

010 - HOTEL TAX FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
Revenue					
51 - SALES & OTHER TAXES	$843,213	$891,000	$891,000	$893,000	$893,000
55 - INTEREST	0	500	500	500	500
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$843,213**	**$891,500**	**$891,500**	**$893,500**	**$893,500**
Expense					
60 - SALARY AND BENEFITS	$38,181	$84,090	$84,090	$92,131	$93,654
72 - SUPPLIES & MATERIALS	0	5,150	6,059	5,150	5,150
73 - CONTRACT & PROF SVCS	144,984	703,821	702,912	700,264	700,264
78 - TRANSFER TO FUNDS	55,092	31,268	31,268	35,616	35,616
79 - OTHER FINANCING USES	0	3,795	3,795	3,795	3,795
Expense Total	**$238,257**	**$828,124**	**$828,124**	**$836,956**	**$838,479**
REVENUES OVER/(UNDER) EXPENSES	**$604,957**	**$63,376**	**$63,376**	**$56,544**	**$55,021**
BEGINNING FUND BALANCE *	***$2,731,474***		***$3,336,431***	***$3,399,807***	***$3,399,807***
ENDING FUND BALANCE PROJECTED	***$3,336,431***		***$3,399,807***	***$3,456,351***	***$3,454,828***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

012 - ECONOMIC DEVELOPMENT

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
Revenue					
51 - SALES & OTHER TAXES	$3,158,972	$3,151,139	$3,151,139	$3,384,216	$3,384,216
55 - INTEREST	374	0	0	0	0
Revenue Total	**$3,159,346**	**$3,151,139**	**$3,151,139**	**$3,384,216**	**$3,384,216**
Expense					
60 - SALARY AND BENEFITS	$364,820	$454,555	$454,555	$555,765	$562,735
72 - SUPPLIES & MATERIALS	58,137	73,728	73,728	81,609	81,609
73 - CONTRACT & PROF SVCS	92,830	300,913	300,913	550,201	550,201
74 - MAINT & REPAIR SVCS	44,088	67,600	67,600	85,600	85,600
75 - UTILITIES	12,614	21,100	21,100	23,200	23,200
76 - CAPITAL OUTLAY	20,524	0	0	100,000	100,000
77 - DEBT SERVICES	0	0	0	0	0
78 - TRANSFER TO FUNDS	630,215	612,793	612,793	694,283	694,283
79 - OTHER FINANCING USES	1,574,750	2,254,639	2,254,639	2,388,770	2,388,770
Expense Total	**$2,797,977**	**$3,785,328**	**$3,785,328**	**$4,479,428**	**$4,486,398**
REVENUES OVER/(UNDER) EXPENSES	**361,369**	**($634,189)**	**($634,189)**	**($1,095,212)**	**($1,102,182)**
BEGINNING FUND BALANCE *	***$5,013,633***		***$5,375,002***	***$4,740,813***	***$4,740,813***
ENDING FUND BALANCE PROJECTED	***$5,375,002***		***$4,740,813***	***$3,645,601***	***$3,638,631***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

015 - DRAINAGE FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
Revenue					
55 - INTEREST	0	$200	$200	$200	$200
57 - CHARGES FOR SERVICES	789,946	780,000	780,000	780,000	780,000
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$789,946**	**$780,200**	**$780,200**	**$780,200**	**$780,200**
Expense					
60 - SALARY AND BENEFITS	$104,202	$133,878	$133,878	$143,686	$146,942
72 - SUPPLIES & MATERIALS	10,430	19,508	19,508	20,415	20,415
73 - CONTRACT & PROF SVCS	57,084	138,669	138,669	138,653	138,653
74 - MAINT & REPAIR SVCS	6,880	8,000	8,000	8,000	8,000
75 - UTILITIES	140	168	168	168	168
76 - CAPITAL OUTLAY	138,614	1,427,147	1,561,358	785,060	785,060
78 - TRANSFER TO FUNDS	0	0	0	0	0
79 - OTHER FINANCING USES	200	5,060	5,060	6,760	6,760
Expense Total	**$317,550**	**$1,732,430**	**$1,866,641**	**$1,102,742**	**$1,105,998**
REVENUES OVER/(UNDER) EXPENSES	**472,396**	**($952,230)**	**($1,086,441)**	**($322,542)**	**($325,798)**
BEGINNING FUND BALANCE *	***$1,125,664***		***$1,598,060***	***$511,620***	***$511,620***
ENDING FUND BALANCE PROJECTED	***$1,598,060***		***$511,620***	***$189,078***	***$185,822***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

019 - SANITATION FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
Revenue					
55 - INTEREST	0	$500	$500	$500	$500
56 - FRANCHISE FEE REV	139,815	220,000	220,000	230,000	230,000
57 - CHARGES FOR SERVICES	4,007,346	4,506,156	4,506,156	4,456,118	4,456,118
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$4,147,161**	**$4,726,656**	**$4,726,656**	**$4,686,618**	**$4,686,618**
Expense					
60 - SALARY AND BENEFITS	$275,718	$283,892	$283,892	$307,384	$312,081
72 - SUPPLIES & MATERIALS	14,433	16,043	16,043	17,573	17,573
73 - CONTRACT & PROF SVCS	3,771,794	4,230,847	4,230,847	4,034,279	4,034,279
74 - MAINT & REPAIR SVCS	5,224	6,000	6,000	10,000	10,000
75 - UTILITIES	0	356	356	356	356
76 - CAPITAL OUTLAY	26	0	0	0	0
78 - TRANSFER TO FUNDS	352,920	160,623	160,623	217,705	217,705
79 - OTHER FINANCING USES	0	1,450	1,450	600	600
Expense Total	**$4,420,116**	**$4,699,211**	**$4,699,211**	**$4,587,897**	**$4,592,594**
REVENUES OVER/(UNDER) EXPENSES	**($272,954)**	**$27,445**	**$27,445**	**$98,721**	**$94,024**
BEGINNING WORKING CAPITAL BALANCE *	***$881,061***		***$608,107***	***$635,552***	***$635,552***
ENDING WORKING CAPITAL BALANCE PROJECTED	***$608,107***		***$635,552***	***$734,273***	***$729,576***
Targeted Reserve - 75 Days (20-25%)	$908,243		$965,591	$942,719	$943,684
Excess Amount Over / (Short) Reserve	(300,136)		(330,040)	(208,446)	(214,108)

* Beginning Balance is the audited ending fund balance for FY 2021.

456 - FIELDHOUSE

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
Revenue					
53 - FINES & FEES	$2	$0	$0	$0	$0
57 - CHARGES FOR SERVICES	1,173,167	1,365,450	1,365,450	1,387,500	1,387,500
58 - TRANSFER FROM FUNDS	515,375	533,775	533,775	538,625	538,625
59 - OTHER SOURCES	123,133	132,750	132,750	170,500	170,500
Revenue Total	**$1,811,676**	**$2,031,975**	**$2,031,975**	**$2,096,625**	**$2,096,625**
Expense					
60 - SALARY AND BENEFITS	$528,904	$561,799	$561,799	$567,963	$573,012
72 - SUPPLIES & MATERIALS	223,142	269,651	269,651	292,354	292,354
73 - CONTRACT & PROF SVCS	378,595	413,689	416,489	445,774	445,774
74 - MAINT & REPAIR SVCS	69,466	51,702	48,902	44,754	44,754
75 - UTILITIES	104,700	117,364	117,364	118,564	118,564
77 - DEBT SERVICES	538,925	538,975	538,975	539,125	539,125
78 - TRANSFER TO FUNDS	3,900	3,900	3,900	3,900	3,900
79 - OTHER FINANCING USES	1,175	2,500	2,500	2,450	2,450
Expense Total	**$1,848,807**	**$1,959,580**	**$1,959,580**	**$2,014,884**	**$2,019,933**
REVENUES OVER/(UNDER) EXPENSES	**($37,131)**	**72,395**	**72,395**	**81,741**	**76,692**
BEGINNING WORKING CAPITAL BALANCE *	***($1,408,819)***		***($1,445,950)***	***($1,373,554)***	***($1,373,554)***
ENDING WORKING CAPITAL BALANCE PROJECTED	***($1,445,950)***		***($1,373,554)***	***($1,291,813)***	***($1,296,862)***

* Beginning Balance is the audited ending fund balance for FY 2021.

STAFF REPORT

MEETING: City Council - 05 Sep 2023

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 Interim 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:
N/A

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 Interim City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

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

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Take any necessary action as a result of executive session.
2. Do not take action as a result of executive session.

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties and/or appointment 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:
N/A

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 and/or appointment 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.
2. Take no action as a result of executive session.

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
City Council shall convene into closed executive session pursuant to the Tex Govt Code Sections 551.071 and 551.074 to seek legal advice concerning Chapter 2, Administration, Article III Code of Ethics, Division 2, Code of Ethics for appointed board and commission members.

Vision Statement:

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

STAFF RESPONSIBLE:
N/A

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to the Tex Govt Code Sections 551.071 and 551.074 to seek legal advice concerning Chapter 2, Administration, Article III Code of Ethics, Division 2, Code of Ethics for appointed board and commission members.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to the Tex Govt Code Sections 551.071 and 551.074 to seek legal advice concerning Chapter 2, Administration, Article III Code of Ethics, Division 2, Code of Ethics for appointed board and commission members.

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.
2. Do not take action as a result of executive session.

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Recognition of Keep Duncanville Beautiful Fall 2023 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 2023 Curb Appeal Residential Properties include:

District 1: Janelle Ellis Hand
935 Springwood Ln.
Duncanville, TX 75137



District 2: Rosario M. Acosta
358 Blossom Dr.
Duncanville, TX 75137



District 3: Maria S. Acuna
450 E. Magnolia Ln.
Duncanville, TX 75137



District 4: William Popham
1610 Sparta Dr.
Duncanville, TX 75137



District 5: Candelaria Perez
511 Summit Ridge 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 one month 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

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Presentation of the Keep Duncanville Beautiful Fall 2023 Business Beautification Award Plaque and Proclamation to Cox Farms Market - Duncanville located at 1026 S. 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 Cox Farms Market - Duncanville located at 1026 S. Main St. as the Fall 2023 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 month.

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**
$75.00	$75.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - Cox Farms Market
Proclamation - Keep Duncanville Beautiful Business Beautification Award


NATURAL FOODS
Cox Farms Market
FARM FRESH PRODUCE

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, Cox Farms Market - Duncanville located at 1026 S. Main St. has been selected as the Business Beautification Award recipient for Fall 2023.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating Cox Farms Market - Duncanville located at 1026 S. 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 5th day of September, 2023.

Mayor, The City of Duncanville

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 5, 2023
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 will be physically present at this meeting.

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, September 5, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

Due to limited seating in council chambers, persons or participants may participate by live broadcast via Swagit in order to maintain safe social distance as provided in this notice.

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 5, 2023.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, September 5, 2023
- First Name, Last Name, and Address

Page

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Briefing regarding the City of Lancaster's submission of an application to the Federal Emergency Management Agency, Hazard Mitigation Grant Program, to fund the Best Southwest Residential Safe Room Rebate Program in the total amount of $240,000.00. # - #

Hazardous Mitigation Safe Room Grant Application

B. FY 2023-24 Proposed Budget update and briefing to include Council amendments from the August 10, 2023 budget workshop. # - #

FY 2023-24 Proposed Budget Update

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 Interim 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. # - #

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 and/or appointment 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. # - #

Executive Session

3. City Council shall convene into closed executive session pursuant to the Tex Govt Code Sections 551.071 and 551.074 to seek legal advice concerning Chapter 2, Administration, Article III Code of Ethics, Division 2, Code of Ethics for appointed board and commission members. # - #

Executive Session

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

CALL TO ORDER

INVOCATION - Pastor Jorge Guerrero of Crossroads of Life Church

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

The Mayor’s Report, the Councilmembers' Reports, and the City Manager's

Report are informational only. There is no Council deliberation or action taken on any of these items.

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Recognition of Keep Duncanville Beautiful Fall 2023 Curb Appeal Residential Properties. # - #

Keep Duncanville Beautiful Fall 2023 Curb Appeal

B. Presentation of the Keep Duncanville Beautiful Fall 2023 Business Beautification Award Plaque and Proclamation to Cox Farms Market - Duncanville located at 1026 S. Main St. # - #

Summer 2023 Business Beautification Award - Red Bird Lanes

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 October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

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

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

4. CONSENT AGENDA

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

A. Consider the Minutes for the following City Council Meetings: # - #

August 1, 2023 Regular City Council Meeting
August 3, 2023 Special Called Meeting
August 7, 2023 Special Called Meeting
August 8, 2023 Special Called Meeting

August 10, 2023 Special Meeting budget Workshop
August 10, 2023 Special Meeting
August 15, 2023 Regular City Council Meeting

B. Consider an Ordinance of the city council of the City of Duncanville, Texas repealing Ordinance 2345R codified as Chapter 12 of the Code of Ordinances, Article IX, Curfew Hours for Minors, effective September 1, 2023, to comply with newly amended state law. # - #

Repealing of Juvenile Curfew Ordinance

C. Consider a Resolution approving the proposal for city-paid employees and retiree medical and prescription plan with Blue Cross Blue Shield of Texas for a one-year agreement. # - #

Resolution to Approve BCBS One-Year Agreement

D. Consider a Resolution of the city council of the City of Duncanville, Texas, approving a variance to the requirements to provide replacement trees on the property located at 306 and 308 West Camp Wisdom Road, Duncanville, Dallas County, Texas; and providing for an effective date. # - #

Fire Station Tree Preservation Variance

E. Consider a Resolution ratifying the Crossing Surface Installation Agreement between BNSF Railway Company and the City of Duncanville for the installation of a pedestrian crossing at W. Davis Street; and hereby approve the additional $13,547.94 payment. # - #

Crossing Surface Installation Agreement

F. Consider a Resolution approving the terms and conditions of Professional Services Agreement 23-0033 with Dunaway Associates for the design of Harrington Park Wastewater Aerial Reroute and Improvement, with a contract amount of $63,800.00 and an additional appropriation of $12,760.00 as a project contingency for a total amount not to exceed $76,560.00. # - #

Harrington Park Wastewater Aerial Reroute and Improvement

G. Consider a Resolution authorizing an amendment to Professional Services Agreement 23-0004 with Dunaway Associates for additional professional engineering services as part of the Softwood Drive Sanitary Sewer Aerial Crossing Repair Design Project in the amount of $14,450.00, not exceeding a total contract amount of $99,250.00. # - #

Softwood Aerial Crossing Design Contract Amendment

H. Consider a Resolution approving the terms and conditions of Amendment No. 1 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed site household hazardous waste collection location from October 1, 2023, through September 30, 2024, as part of the Dallas Area Household Hazardous Waste Network, for a cost not to exceed $53,481.00. # - #

Amendment No. 1 to Household Hazardous Waste Interlocal Agreement

I. Consider a Resolution authorizing the vehicle make-ready services with Jr's Custom Auto for the upfitting of the Police SWAT Van in the # - #

expenditure amount not to exceed $45,000.00.

SWAT - Upfitting

J. Consider a Resolution approving the renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of $138,671.30 for a two-year term. # - #

Renewal of Interlocal Agreement with BioTel

K. Consider a Resolution authorizing an amendment to Contract 19-001 with Yunex, LLC, to provide for additional fiber installation services in an amount not to exceed $25,500.00 to expand the Traffic Division's Intelligent Traffic Systems Fiberoptic Network for a total contract amount not to exceed $189,941.00. # - #

Yunex, LLC Contract Additional Funding Authorization

L. Consider a Resolution authorizing the approval for the continuation in expenditure of funds for Mike Conduff of the Elim group to provide annual governance and leadership coaching for the City of Duncanville in the amount not to exceed $25,000 for the full term of the agreement. # - #

Annual Coaching Agreement with Mike Conduff of The Elim Group

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Appeal to the City Council for Permitting of Livestock at 1342 South Main Street. # - #

Appeal to the City Council for Permitting of Livestock

C. Presentation and deliberation of the FY 2023-24 proposed budget and conduct a Public Hearing. # - #

FY 2023-24 Proposed Budget Hearing

D. Consider a Resolution authorizing a contract with Prime Controls, sole source procurement to replace the City's existing SCADA (Supervisory Control and Data Acquisition) System software and equipment, and to provide ongoing maintenance, for a total expenditure amount not to exceed $480,000.00. # - #

SCADA System Upgrade

E. Council to consider a resolution appointing a director to the board of the North Central Texas Housing Finance Corporation. # - #

North Central Texas Housing Finance Corporation Director Appointment

F. Consider an Ordinance amending The Code of Ordinances by amending Chapter 5 ‘buildings and general building regulations’, article ii ‘building code’, division 2 ‘international building code’ by amending section 5-27 “amendments to building code”; by amending subsection (27), by repealing section 903.2.11.9 buildings over 6,000 sq. Ft. And replacing it with new section 903.2.11.9 “buildings over 6,000 sq. Ft.”; providing for additional amendments to the international building code, 2015 edition regarding sprinkler system; providing a severability clause; providing a repealing clause; providing a savings clause; providing a # - #

penalty for violation of this ordinance not to exceed the sum of two thousand dollars ($2,000.00) for each offense.

Ordinance amending Chapter 5 Article II of the Building Code

G. Consider an Ordinance amending The Code of Ordinances by amending chapter 9 'fire prevention and protection', article iv 'fire code', by amending section 9-51 "amendments", by amending subsection (43), by repealing section 903.2.11.9 'new buildings over 6,000 sq. Ft and existing buildings over 12,000 sq. Ft. And replacing it with new section 903.2.11.9 "new buildings over 6,000 sq. Ft. And existing buildings over 10,000 sq. Ft."; providing for additional amendments to the fire code, 2015 edition regarding sprinkler system; providing a severability clause; providing a repealing clause; providing a savings clause; providing a penalty for violation of this ordinance not to exceed the sum of two thousand dollars ($2,000.00) for each offense. # - #

Ordinance amending Chapter 9 Article IV of the Fire Code - Pdf

6. STAFF AND BOARD REPORTS

A. Receive the Parks and Recreation Department Quarterly Report # - #

Parks and Recreation Department Quarterly Report

B. Council to receive an update on the FY2022 audit. # - #

Update on the FY2022 Audit

C. Receive the Library Quarterly Report # - #

Library Quarterly Report - Pdf

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: **Friday, September 1, 2023, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Thursday, August 3, 2023

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, August 3, 2023, at 6:02p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

CALL TO ORDER

Councilmember McBurnett, Chairman of the Audit Committee called the Audit Committee meeting to order at 6:06pm

RECEIVE PUBLIC COMMENTS

No public comments

1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into the record.

A. ***Council and Audit Committee to receive an update on the FY2022 audit and discuss the FY2023 audit.***

Mayor Gordon discussed his views on the city's non-compliance in Finance. He suggested that we document our non-compliance, lack of timeliness of the audit and where we failed in terms of codification of ordinances and statutes to promote more transparency. Councilmembers agreed with the proposal of a letter and added that it should be signed by all councilmembers as a show of unity.

Dennis Baldwin, Financial Services Managing Director and Denise Hickman, Finance Manager clarified the list of items not available today. He stated Accounting Consultant, Gloria Bey was not available today but would provide detailed responses at a later date. Mr. Baldwin addressed all the items submitted by the auditors and where we are in terms of completion. He stated the problems look to have started with a lack of internal controls.

The council asked for clarification on the cause of the audit issues and are hoping a third-party inquiry will help identify the issues that caused the problem.

Chairman McBurnett adjourned the Audit committee meeting at 7:51pm
Mayor Gordon recessed the regular meeting at 7:52pm

Mayor Gordon reconvened the regular meeting at 8:00pm and opened the executive session at 8:01pm.

EXECUTIVE SESSION

1. ***Council to convene into closed Executive Session pursuant to Section 551.074 of the Texas Government Code, Personnel, to deliberate the duties and/or appointment of the Interim 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.***

   Mayor Gordon closed the executive session at 9:20pm and reconvened the regular session at 9:21pm.

2. ***Take any necessary action as a result of executive session.***

   No action taken.

   Mayor Gordon, on behalf of the City Council, made the following remarks.

   "We had a wonderful candid conversation between ourselves and the Interim City Manager. The council agreed that together we and the city management will continue to move the city forward together."

ADJOURNMENT

The meeting was adjourned at 9:22p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Monday, August 7, 2023

CALL TO ORDER
A special meeting of the Duncanville City Council was called to order on Monday, August 7, 2023, at 6:05p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

CALL TO ORDER
Mayor Gordon called the meeting to order.

RECEIVE PUBLIC COMMENTS
No public comments

1. DISCUSS AGENDA ITEMS
Mayor Gordon read the item into the record.

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

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

Councilmember McBurnett left the meeting at 7:12pm.
Councilmember McBurnett returned to the meeting at 8:00p.m.

Mayor Gordon recessed the meeting at 8:02p.m.
Mayor Gordon reconvened the meeting at 8:29 p.m.

Interviews conducted.

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

4. EXECUTIVE SESSION
No executive session.

ADJOURNMENT
The meeting was adjourned at 10:05 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Tuesday, August 8, 2023

CALL TO ORDER
A regular meeting of the Duncanville City Council was called to order on Tuesday, August 8, 2023, at 6:12p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

1. CALL TO ORDER
Mayor Gordon called the meeting to order.

2. RECEIVE PUBLIC COMMENTS.

No public comments

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

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

Councilmember Cherry-Brown recused herself at 6:57p.m. and returned at 7:10p.m.

Mayor Gordon recessed the meeting at 8:23p.m.
Mayor Gordon reconvened the meeting at 8:37p.m.

Interviews conducted.

4. DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION OF POSSIBLE BOARDS.
The council agreed to extend the board appointments with terms expiring on August 31, 2023 to September 30, 2023. The application process was reopened, and new applications accepted with additional interviews scheduled.

5. EXECUTIVE SESSION
No executive session.

ADJOURNMENT
The meeting was adjourned at 9:39p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

Duncanville Special Called Meetings Meeting Minutes
Budget Workshop
Thursday, August 10, 2023

CALL TO ORDER
A special meeting of the Duncanville City Council was called to order on Thursday, August 10, 2023, at 6:01p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

BUDGET WORK SESSION

1. CALL TO ORDER

Mayor Gordon called the meeting to order.

2. RECEIVE PUBLIC COMMENTS

To submit a comment via email and for your comments to be read, the following information is required:

• Submit a comment by 4:00 p.m. on Thursday, August 10, 2023
• Email city.secretary@duncanvilletx.gov • Email title: Public Comment – August 10th – Budget Workshop.
• First and Last Name; and address.
• *The City Secretary will still set a two-minute time limit on the comments as they are read.*

Patricia Ebert
115 S. Greenstone
Reviewed her issues with budget. Inquired about service credits being added.

Erika Browning
442 E. Cherry St.
Requested more time given to review the budget. Importance of transparency within the city financials.

Emily Bridges
418 Oleander St.
moving money to master plan from. Library - would like to use some ARPA money to Libraries.

3. REPORTS

A. Present, discuss, and deliberate all revenues, expenditures, and projects for the Fiscal Year (FY) 2023-2024 Proposed Annual Budget and the FY 2024 Five-Year Capital Improvement Plan (CIP). The City Council may direct staff to make additions, deletions, or corrections to the proposed budget and CIP projects per current and future goals.

Budget Administrator Jennifer Otey opened the discussion by presenting the FY2024 Budget. She stated we would go over all funds and expenditures in the budget. This budget is very conservative due to the issues with the past audit and

not have a Finance Director for several months.

Ms. Otey reviewed the presentation and called department directors for specifics regarding their department expenditures and funds.

Mayor Gordon recessed the meeting at 8:52pm.

Mayor Gordon reconvened the meeting at 9:11p.m.

Interim City Manager Robert Brown presented the proposal to add 100% updated service credits and 30% cost of living for employees.

Councilmember Contreras recused himself from the discussion.

Councilmember McBurnett suggested we postpone this item until after the audit and use the mid-year review to revisit this item. Mr. Brown also suggested we consider this in the mid-year review.

2023 08-10 Budget Workshop.pdf

B. Announcement of and establishing a budget and tax rate.

Ms. Otey reviewed the current tax rate and proposed tax rate and its implications.

ADJOURNMENT

The meeting was adjourned at 11:04 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

Duncanville Special Called Meetings Meeting Minutes
Thursday, August 10, 2023

CALL TO ORDER
A regular meeting of the Duncanville City Council was called to order on Thursday, August 10, 2023, at 11:04p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

1. CALL TO ORDER
Mayor Gordon called the meeting to order.

2. RECEIVE PUBLIC COMMENTS
No comments

3. ROLL CALL VOTE

A. "The City Council shall vote to consider a maximum ad valorem tax rate for the fiscal year 2023-2024. This vote is NOT to adopt a property tax rate; that vote will be scheduled for a later date. The vote to consider a maximum ad valorem rate is a statutory requirement, per Texas Tax Code §26.06, and is not a vote to consider adoption of a tax rate."

Mayor Gordon read the item into the record.

Motion was made by Councilmember McBurnett to approve a maximum tax rate of 0.646157 to be considered for fiscal year 2023-2024; and to establish a public hearing date for September 19, 2023 on the tax rate for fiscal year 2023-2024; this vote and rate is not to adopt a property tax rate but is a maximum rate which is required by the Texas Tax Code to be considered; the actual tax rate will be established after public hearing and vote of the City Council; staff is instructed to schedule and publish the required notices under the Texas Tax Code. Seconded by Councilmember Veracruz. The vote was cast 6 for, 0 against, with Councilmember Gooden abstaining.

ADJOURNMENT

The meeting was adjourned at 11:13p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, August 15, 2023

CALL TO ORDER
A regular meeting of the Duncanville City Council was called to order on Tuesday, August 15, 2023, at (time) p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Councilmember Joe Veracruz

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into the record, and Interim City Manager Brown reviewed each item.

2. CITY COUNCIL CALENDAR

A. ***Discuss the city council calendar***
City Secretary Chiquita Taylor reviewed the council calendar.

3. BRIEFINGS / PRESENTATIONS

A. ***Discussion to create a new ordinance for adjudication of ordinance violations.***
Assistant Chief of Police Chris Freis presented the details for adjudication of ordinance violations issued the new parking violations by changing the violations to civil or fine only. Councilmember Contreras sked how changing to fine only would benefit the city. Mr. Freis stated this would free up the municipal court and police resources.

B. ***Discussion on emergency purchase of an ambulance.***
Fire Chief Rohde presented the need for emergency purchase of ambulances due to the long wait for new ambulances. Currently the delivery time for a new ambulance is a year to a year and a half. councilmember McBurnett asked about the age of the front-line units. Chief Rohde stated they are at the end of their life span which is four years. Mr. McBurnett asked if we stagger the purchases. Chief Rohde states we used to stagger the purchases but have not been able to lately.

C. ***Council to receive an update from T2 Professional Consulting regarding the executive search process.***
Mike Wilson and Mica Lunt from T2 Professional Consulting provided an update on the City Manager search process. They have received a range of applicants with varied education and experience. Most applicants have master's degrees or higher. Councilmember Gooden asked if we are still accepting applicants with a bachelor's degree and seven or more years of director level experience in municipal government. Mr. Wilson stated that currently it states a master's degree with seven years of experience. The council requested that T2 craft the language in the job description to include applicants with bachelor's degrees.

D. ***Presentation on the Data Transfer Solution's pavement condition assessment implementation services and VUEWorks Asset Management Software***
Todd Spangler, Sr. Business Development Manager with Data Transfer

Solutions makers of VUEWorks presented this item on pavement condition assessment services. Managing Director of Operations Jacqueline Culton stated this is an enhancement to the software currently being used by the city. The council has given consensus to these enhancements.

Briefing Session was adjourned at 7:16 p.m.

In the interest of time, Mayor Gordon moved the Executive Session to the end of the regular meeting agenda.

EXECUTIVE SESSION

The Executive Session was called at 9:03 p.m. and the City Attorney sitting in for Mr. Hager, Kyle Barry read the item into record.

The Council closed the Executive Session at 9:39 p.m.

1. ***City Council shall convene into closed executive session pursuant to Section 551.071, of the Texas Government Code, to seek legal advice on the requirements of the Fire Code.***

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 7:23p.m. with Mayor Gordon presiding.

Councilmember Karen Cherry-Brown delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***
No report

B. ***Councilmembers' Reports***
Councilmember Koontz shared he will be joining a senior fitness class on August 22nd at the Senior Center for a park walk.

C. ***City Manager's Report.***
Interim City Manager Brown yielded his time to Police Chief Mark LiVigni to recognize police officers for a job well done.

Councilmember Don McBurnett made a motion to extend the time for the presentation beyond three minutes. Councilmember Jeremy Koontz seconded the motion. The vote was cast 5 for, 0 against, with Councilmember Joe Veracruz absent.

Officer R. Hernandez and Officer Alvidrez were presented with the Meritorious Conduct Award in front of the council last night. This award was given for their actions taken on July 4th to take into custody an individual who had just shot a 10-year-old in Denton. Officers Hernandez and Alvidrez set aside their personal safety to arrest an armed individual who just committed a heinous act.

Officer Peterson and Officer Hankins were awarded a Life-Saving award, in front of the council, for reviving a female who overdosed in a parking lot. They administered Narcan and performed CPR on the female prior to medics arriving. The female was transported and has since recovered.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Proclamation recognizing the first week in September as National***

Payroll Week.
Councilmember McBurnett read the proclamation into the record and presented it to Budget Administrator Jennifer Otey.

B. ***Receive a Proclamation recognizing August 21, 2023, as National Fentanyl Prevention and Awareness Day***
Mayor Gordon read the proclamation into the record and presented it to Amy Brewer and Mark Garbade in honor of their daughter Marissa

C. ***Sister City trip report presented by Rev Dr. Ginger Hertenstein Conley. Twenty people represented Duncanville on this trip to Monasterolo di Savigliano.***
Dr. Ginger Hertenstein Conley presented highlights of the Sister City trip.

3. CITIZENS' INPUT

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

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

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

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

The following spoke during the Citizens Input Period:

Dianne Walker 135 Austin Stone Drive and Sharon Oldham 139 Austin Stone Drive
Austin Stone Culvert and plumbing issues

4. CONSENT AGENDA

Mayor Gordon requested that City Secretary Chiquita Taylor read the Consent Agenda items in the record.

A. ***A motion to extend the Board and Commissions terms that expire on August 31, 2023 to September 30, 2023.***

B. ***Consider a Resolution approving the procurement of equipment, goods, and/or services to upgrade the Municipal technology infrastructure in an estimated expenditure amount of $143,353.28.***

C. ***Consider a Resolution approving the procurement of equipment, goods, and services to upgrade the Public Safety technology infrastructure for the Traffic division and Police department in an estimated expenditure amount of $120,448.20.***

D. ***Consider a Resolution approving the terms and conditions of a proposal for a sanitary sewer evaluation survey of CB Sanitary Sewer Basin with Duke's Root Control through sole source justification for a total expenditure amount of $99,900.00.***

E. ***Consider a Resolution authorizing a two-year renewal lease agreement by and between the City of Duncanville and the leasing company for undercover uses in the estimated total expenditure amount of***

$89,700.00.

F. ***Consider a Resolution authorizing the contract to purchase Personal Protective Equipment (PPE) Turnout Gear and Fire Equipment from Casco Industries, Inc., through the Buy Board Contract #698-23 for a discounted unit price bid with an estimated expenditure amount not to exceed $216,000.00.***

G. ***Consider a Resolution awarding RFB 23-0015 Street Sweeping Services to Sweeping Corporation of America, LLC., and authorizing a contract for a one-year term with the option to renew up to four additional one-year terms; in an estimated contract expenditure amount not to exceed $444,092.32.***

H. ***Council to consider a resolution denying the Distribution Cost Recovery Factor and Mobile Generation Riders filing of Oncor Electric Delivery Company, LLC.***

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

J. ***Consider a Resolution authorizing the purchase of twenty-five (25) bullet-resistant shields, twenty-six (26) ballistic shield lights, and twenty-five (25) breaching tools/scabbards not to exceed $175,087.50 through the grant from the Texas Office of the Governor, Criminal Justice Division, FY23 Bullet-Resistant Shield Grant Program.***

Councilmember Don McBurnett made a motion to approve the consent agenda items as stated, Councilmember Jeremy Koontz seconded the motion. The vote was cast 5 for, 0 against, with Councilmember Joe Veracruz absent.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

Consider a Resolution authorizing a contract with Prime Controls, sole source procurement to replace the City's existing SCADA (Supervisory Control and Data Acquisition) System software and equipment, and to provide ongoing maintenance, for a total expenditure amount not to exceed $480,000.00.

A. ***Consider a resolution authorizing approval of an incentive grant by the Duncanville Community and Economic Development Corporation (DCEDC) To Creative Beauty Salon Suites, in an amount not to exceed $5,000 for a building located at 336 E. Camp Wisdom Road, Suite A, Duncanville, Texas 75116.***

Senior Planner Nathan Warren reviewed the details of this item.

Councilmember Jeremy Koontz made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 5 for, 0 against.

B. ***Conduct a public hearing to adopt an ordinance and amend the Code of Ordinances to regulate donation boxes and establish requirements for permits allowing the placement of donation boxes on approved open spaces on private property within certain portions of the City of Duncanville, Dallas County, Texas***

Planning and Neighborhood Services Director Jeremy Tenant reviewed this ordinance change to remedy to proliferation of donation boxes. This issues with the donation boxes as lack of oversight, abandoned and unattended boxes, illegal placement, and social and environmental impact. This ordinance proposes to require a permit to acquire contact information and the owner of the donation box. limiting it to two per zoning district by limiting it to industrial and commercial areas. enforces maintenance and upkeep, revocation of permit.

The public hearing was opened at 8:32p.m.

In favor

None

Opposed
None

Councilmember Don McBurnett made a motion to close the public hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 5 for, 0 against.

The public hearing was closed at 8:33p.m.

Councilmembers Contreras and Gooden stated they are supportive of this revision to the ordinance. Councilmember Gooden asked us to ensure donation boxes are far enough away from the storm drain not to cause a nuisance. She also asked how the abandoned boxes would be moved. Mr. Tennant stated this is a partnership with Public Works and they will be housed at the service center until retrieved by the owner. Councilmember Koontz is in support of the ordinance and would like to know what we would do with the items retrieved from boxes that are not claimed by the owner. He would like to see the contents of unclaimed boxes taken to another local agency that could utilize the contents.

Mayor Gordon continued with the regular meeting without broadcast sound due to technical issues. Upon consultation with the city attorney, this was authorized as long as minutes of the meeting were being taken. Councilmember Koontz goes on record in opposition of continuing the meeting before technical issues were resolved.

Councilmember Jeremy Koontz made a motion to approve the item as stated, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 5 for, 0 against.

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

6. STAFF AND BOARD REPORTS

A. ***Receive the Fiscal Year 2022-2023 Third Quarter Investment Report as of June 30, 2023.***
Denise Hickman introduced Tim Pinyon of Valleyview Consulting who reviewed the third quarter investment report.

Executive session convened at 9:03pm

Mayor Gordon closed the executive session at 9:39pm and reconvened regular session.

ADJOURNMENT

The meeting was adjourned at 9:40 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____

CITY SECRETARY

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider an Ordinance of the city council of the City of Duncanville, Texas repealing Ordinance 2345R codified as Chapter 12 of the Code of Ordinances, Article IX, Curfew Hours for Minors, effective September 1, 2023, to comply with newly amended state law.

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:
Mark LiVigni
Chief of Police

BACKGROUND/HISTORY:
In 1994 the Duncanville City Council originally codified Curfew Hours for Minors in Article IX, Sections 12-95 through 12-99 of the City of Duncanville Code of Ordinances. Since then, as prescribed by law, the ordinance has been assessed and re-ratified every three years. Many other Texas municipalities also passed "juvenile" curfew ordinances during this period. While the ordinance in Duncanville served less of a means to cite juveniles and their parents found in violation of the ordinance, it did provide a means for officers to lawfully contact individuals appearing to be minors (less than seventeen years of age) while the curfew hours were in effect to ensure the safety of the juvenile.

During the 88th session of the Texas Legislature, HB 1819 was enacted into law, thus amending the Texas Local Government Code, section 370.007 to prohibit a political subdivision from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than eighteen (18) years of age.

POLICY EXPLANATION:
A political subdivision of the State may not supersede State law.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approving ordinance aligns city with state law.
2. Not approving the ordinance violates state law and may subject citizens to unlawful contact with police.
3. Other actions as directed by Council.

ATTACHMENTS:
Ordinance No 2345R - Amended Article IX Curfew Hours for Minors
Resolution No. - 2345R1 - - Pdf

ORDINANCE NO. 2345R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, READOPTING, RATIFYING, REPUBLISHING AND EXTENDING ORDINANCE NO. 1385, AS AMENDED, CODIFIED AS CHAPTER 12 OF THE CODE OF ORDINANCES, ARTICLE IX, CURFEW HOURS FOR MINORS, FOR A PERIOD OF THREE (3) YEARS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has previously passed and adopted Ordinance No. 1385, which provides for "Curfew Hours for Minors" establishing such curfew hours and penalties for violations thereof; and

WHEREAS, such Ordinance has been codified as Chapter 12, Miscellaneous Offenses and Provisions, Article IX, Curfew Hours for Minors, Sections 12-95 through 12-99, of the Code of Ordinances; and

WHEREAS, Chapter 370.002 of the Texas Local Government Code, as amended, provides that the City Council shall review the Article and conditions the ordinance was intended to remedy three (3) years from its date of passage and every third year thereafter and conduct public hearings to determine the need to continue, modify, or abolish the ordinance; and

WHEREAS, prior to the expiration of such three (3) year period, the Police Department has furnished records and reports indicating the need for such ordinance to remain in effect; and

WHEREAS, the City after public hearings desires to continue the provisions of the Code without any modifications and schedule the same for review in October 2024.

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

SECTION 1. That Chapter 12, Miscellaneous Offenses and Provisions, Article IX, Curfew Hours for Minors, Sections 12-95 through 12-99 of the Code of Ordinances is hereby readopted, ratified, republished and extended for a period of three (3) years and shall remain in effect through October 2024, unless otherwise terminated under provisions of State law.

SECTION 2. That all provisions of the Code of Ordinances of the City of Duncanville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 4. That this ordinance shall take effect immediately from and after its passage and publication, as the law and charter in such cases provide.

SECTION 5. by the City Council of the City of Duncanville, Texas, on the 21st day of September, 2021.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of September, 2021.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

ORDINANCE NO. 2345R1

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 'MISCELLANEOUS OFFENSES AND PROVISIONS', TO REPEAL ARTICLE IX 'CURFEW HOURS FOR MINORS' SECTIONS 12-95 THROUGH 12-99 IN ITS ENTIRETY AND RESERVE FOR FURTHER USE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, House Bill 1819 became effective September 1, 2023, amending Local Government Code which prohibits cities from enforcing juvenile curfew on or after September 1, 2023; and

WHEREAS, House Bill 1819 became effective September 1, 2023, amending Local Government Code which prohibits cities from enforcing juvenile curfew on or after September 1, 2023; and

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

SECTION 1. Chapter 12 'Miscellaneous Offenses and Provisions', Article IV 'Curfew Hours for Minors', Sections 12-95 through 12-99 is hereby repealed in its entirety and reserve for further use which shall hereinafter read as follows:

"CHAPTER 12. MISCELLANEOUS OFFENSES AND PROVISIONS
ARTICLE I. IN GENERAL

. . . . .

ARTICLE IX. RESERVED

Sec. 12-95. - 12-99 (Reserved for Future Use).
. . . ."

SECTION 2. All ordinances of the City of Duncanville in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance or of the Code of Ordinances, as amended hereby, be

adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Duncanville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Sep 2023

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

Vision Statement:

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

STAFF RESPONSIBLE:
Todd C. Siegel, Human Resources Director

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

Today, the City is fully insured and contracted with BCBSTX. BCBSTX has issued the City a -2.0% rate decrease due to the plan utilization from October 1, 2022, to current and vigorous negotiations, which includes the packaging of the City's dental plan with BCBS. This results in savings to the City of $55,000.00. This rate decrease follows a rate decrease of -4.8% from BCBSTX for the last fiscal year. There are no changes to plan designs for 2023/2024. We have reviewed analytics with HUB International and our plan designs and costs continue to be within the market standards.

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

For FY 2023-2024 the City will make the following changes in employee/retiree premiums:

- **Active Employees**: There are no monthly premium changes to employees due to the rate decrease from BCBSTX. The City's contribution to premiums will be reduced by 2.0%.
- **Retiree Plans**: There will be a 5% decrease to the City's contribution for each Retiree tier, resulting in premium increases to the retirees and savings to the City.

FUNDING SOURCE:
City premium cost is apportioned to each department cost center, i.e. Finance Administration, Police Patrol, etc. Employee premiums are deducted from the payroll. Retiree premiums are accounted as revenues and are budgeted and paid out of non-departmental expenses. The annual projected premium cost is $2,759,045. The projected city-paid contributions for employees and retirees are $2,198,763 and the projected employee and retiree-paid contributions are $560,282.

RECOMMENDATION:
Staff recommends approval of a Resolution approving a one-year renewal agreement for City-paid Employee and Retiree Medical and Prescription with Blue Cross Blue Shield Texas (BCBSTX).

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Adopt the resolution.
2. Do not adopt the resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
Duncanville. RESO 2023-076 - BCBS Revised by Hager
BCBS Renewal Rates and Application

RESOLUTION NO. 2023-076

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

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

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

WHEREAS, due to BCBSTX offering a -2.0% rate decrease for Fiscal Year 2023-2024, it is desired to maintain the current premium contributions by employees and to decrease the City's contribution portion by 2.0%; and a 5% reduction in City contributions for all Retiree tiers.

WHEREAS, the City Council of the City of Duncanville, Texas, desires to approve the recommended changes as listed in this resolution.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves the terms and conditions for medical and prescription benefits for city employees with Blue Cross Blue Shield of Texas (BCBSTX) for a one-year term, which is attached hereto and incorporated herein as Exhibit 'A'; and, authorizing the City Manager to execute the agreement and necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Resolution No. 2023-076

4874-5551-7052, v. 1

2023 / 2024 BCBSTX Renewal Rates

MEDICAL BENEFITS					BCBSTX				BCBSTX - Recommended			
	Current Enrollment				PPO	HDHP	PPO Retiree	HDHP Retiree	PPO	HDHP	PPO Retiree	HDHP Retiree
FINANCIALS	Active PPO	Active HSA	Retiree PPO	Retiree HSA	Current	Current	Current	Current	Renewal	Renewal	Renewal	Renewal
Employee Only	81	62	6	1	$715.49	$642.82	$1,287.87	$1,157.63	$701.18	$629.96	$1,262.11	$1,134.48
Employee & Spouse	6	3	2	1	$1,575.40	$1,415.02	$2,835.73	$2,547.05	$1,543.89	$1,386.72	$2,807.08	$2,496.11
Employee & Child(ren)	30	12	0	0	$1,073.89	$964.90	$1,932.48	$1,737.12	$1,052.41	$945.60	$1,912.96	$1,702.38
Employee & Family	20	12	0	0	$2,019.13	$1,813.94	$3,633.89	$3,265.36	$1,978.75	$1,777.66	$3,561.21	$3,200.05
	137	**89**	**8**	**2**								
	236											
Monthly Premium					**$234,556**				**$229,920**			
Annual Premium					**$2,814,671**				**$2,759,045**			
$ Change from Current					**n/a**				**($55,626)**			
% Change from Current					**n/a**				**-2%**			
Effective Date					10/1/2022				10/1/2023			
Network Name					Blue Choice				Blue Choice			
Network Website					www.bcbstx.com				www.bcbstx.com			
AM Best Rating					A				A			

Note: This is a brief summary and not intended to be a contract.

$25K Wellness / Communication Allowance

*Assumes no plan design changes to PPO
*HSA Individual Deductible Increase from $2,800 to $3,000

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BlueCross BlueShield of Texas

1001 E. Lookout Drive
Richardson, Texas 75082

BENEFIT PROGRAM APPLICATION ("BPA")

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

LARGE GROUP PLANS

Account Status: ☐ New ☒ Existing with Changes

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

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

Policy Effective Date (month/day/year): 10/01/2023 Policy Anniversary Date (month/day/year): 10/01/2024

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

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

Employer Identification Number ("EIN"): 756004591

Standard Industry Code ("SIC"): 9111 Nature of Business: Municipal Government

Primary (Mailing) Address: 203 E. Wheatland Road

City: Duncanville State: TX Zip: 75116

Administrative Contact: Title:
Katherine Peal Human Resources Manager
Phone: 972-780-5012 Fax: _____ Email: katherine.peal@duncanvilletx.gov

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

Phone: 972-780-5095 Fax: _____ Email: todd.siegel@duncanvilletx.gov

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

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

Contact: _____

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

Proprietary and Confidential Information of Blue Cross and Blue Shield of Texas. Not for use or disclosure outside Blue Cross and Blue Shield of Texas, Employer, their respective affiliated companies, and third-party representatives, except with written permission of Blue Cross and Blue Shield of Texas.

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

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

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Billing Contact: _____ Title: _____
Phone: _____ Fax: _____ Email: _____

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

_____

Subsidiary Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

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

_____

Location(s): _____

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

ERISA Regulated Group Health* Plan: ☒ Yes ☐ No

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

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

ERISA Plan Administrator*: _____

Plan Administrator's Address: _____

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

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

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

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

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

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

1. *Producer/Agency** name to whom commissions are to be paid: .
   Producer Number of ☐ Producer or ☐ Agency: _____
   Street Address: _____
   City: _____ Zip: _____
   Phone: _____ Fax: _____
   Email: _____
   Is Producer/Agency appointed with BCBSTX? ☐ Yes ☐ No Affiliated with General Agent? ☐ Yes ☐ No

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Commissions: $_____ PCPM

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

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

*The producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).
**If commissions are split, please provide the information requested above on both producers/agencies. BOTH must be appointed to do business with BCBSTX.

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

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

General Agent's Signature: _____ Date: _____

☒ NO CHANGES SCHEDULE OF ELIGIBILITY

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

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

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

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

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

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

Continuation coverage for Domestic Partners: If Employer elects coverage for Domestic Partners, Domestic Partners may be eligible for continuation coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employer shall determine eligibility for COBRA continuation for Domestic Partners, if any. Please indicate your election below:

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

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

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

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

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

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

Check all that apply:

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

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

☐ An hours-of-service per period (or full-time status) requirement for which a measurement period is used to determine the status of variable-hour Employees, where the measurement period:

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1. Starts between the Employee's date of hire and the first (1st) day of the following month;
2. Does not exceed twelve (12) months; and
3. Taken together with other eligibility conditions does not result in coverage becoming effective later than thirteen (13) months from the Employee's start date plus the number of days between a start date and the first (1st) day of the next calendar month (if start day is not the first (1st) day of the month).

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

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

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

4. **Are there multiple new hire Waiting Periods?** ☐ Yes ☒ No
If yes, attach eligibility and contribution details for each section.

Is the Waiting Period requirement to be waived on initial group enrollment?
Health ☐ Yes ☒ No ☐ N/A Dental ☐ Yes ☒ No ☐ N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Total number of Employees/Subscribers:

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

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

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

In Vitro Fertilization Services

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

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

Speech and Hearing Services

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

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

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

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

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

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

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

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

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

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

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

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

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☐ NO CHANGES	LINES OF BUSINESS (Check all applicable products)

Managed Health Care Coverage:

☐ Single Option: PPO Plan _____

☒ Multiple Plan Option:

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

Plan 1 Active PPO **PPO**
Plan 2 Retiree PPO **PPO**
Plan 3 Active HSA **HSA**
Plan 4 Retiree HSA **HSA**

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

Additional Benefit Options:

☐ Prescription Drug Program _____
☐ Inpatient Mental Health Care (IPMH) Select IPMH
☐ Durable Medical Equipment Select DME

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

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

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

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

If HSA/HDHP is selected, provide name of HSA Administrator or trustee: _____
(Vendor: **Select Vendor**)

FSA purchased: ☐ Yes ☐ No (If yes, select vendor) Vendor: **Select Vendor**

Health Reimbursement Account (HRA) purchased: ☐ Yes ☐ No (If yes, select vendor) Vendor: **Select Vendor**

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

Health Care Management Services:

☒ Wellbeing Management (WBM)

In-Hospital Indemnity Plan:

☐ IHI

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DENTAL BENEFIT PLANS:

Employer-Paid Dental

☐ Plan _____

☒ Dual Option: Plan 1 PDENT High Plan 2 PDENT Low

Voluntary Group Dental

Plan _____

BlueMax Advantage:

☐ Graduated dental benefit max

☐ Enhanced dental benefits

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

COMMENTS: _____

☐ NO CHANGES ACCOUNT EXPERIENCE – NEW GROUPS ONLY

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

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

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

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

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

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

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

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

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

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STANDARD PREMIUM RATES ☐ **Yes** ☐ **No**						
	For Internal Use Only - Blue Star℠ Ben.Agree#: BA 0001 PPO Active	*For Internal Use Only - Blue Star Ben.Agree#:* BA0002 PPO Retiree	*For Internal Use Only - Blue Star Ben.Agree#:* BA0003 HSA Active	*For Internal Use Only - Blue Star Ben.Agree#:* BA0004 HSA Retiree	*For Internal Use Only - Blue Star Ben.Agree#:* _____ _____	**Total**
1. Employee only:	$701.18	$1262.11	$629.96	$1134.48	$_____	$_____
2. Employee plus one (1) dependent (i.e., Employee plus one (1) spouse or one (1) child):	$_____	$_____	$_____	$_____	$_____	$_____
3. Employee plus two (2) or more dependents:	$_____	$_____	$_____	$_____	$_____	$_____
4. Employee plus Spouse:	$1543.89	$2807.08	$1386.72	$2496.11	$_____	$_____
5. Employee plus Child(ren) (i.e., Employee plus one (1) or more children):	$1052.41	$1912.96	$945.60	$1702.38	$_____	$_____
6. Employee plus Family / Family:	$1978.75	$3561.21	$1777.66	$3200.05	$_____	$_____
7. Other: _____	$_____	$_____	$_____	$_____	$_____	$_____
Single Tier Rate structure - Complete item 1.						
Two Tier Rate structure - Complete items 1. and 6.						
Three Tier Rate structure - Complete items 1., 2., and 3.						
Four Tier Rate Structure - Complete items 1., 4., 5., and 6.						
Indicate "N/A" in any rate field that does not apply.						
Medicare Eligible Rates (When BCBSTX is Secondary Payer)						
Single Coverage:	$_____	$_____	$_____	$_____	$_____	$_____
Family Coverage:	$_____	$_____	$_____	$_____	$_____	$_____

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HMO PROGRAM
☐ Yes ☒ No

Account Status: ☐ New Group ☐ Existing Group

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

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

b) Service Fees:
$_____ per month per single enrollee; $_____ per month per enrollee with one or more Dependents; **or** ☐ N/A
Provider Table(s): _____

c) HMO Managed Care Fee:
$_____ per HMO enrollee per month **or** ☐ N/A

☒ NO CHANGES **FUNDING / CONTRIBUTION**

FUNDING ARRANGEMENT:

☐ Premium – Prospective

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

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

STANDARD PREMIUM INFORMATION

1. Premium Period:

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

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

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

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

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

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

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

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5. Additional Information/Comments: _____

☒ NO CHANGES **BILLING SPECIFICATIONS**

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

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

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

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

☒ NO CHANGES **ID CARD DELIVERY**

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

☒ NO CHANGES **OTHER PROVISIONS**

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

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS:

A. **Grandfathered Health Plans:** Employer shall provide BCBSTX with written notice prior to renewal (and during the plan year, at least sixty (60) days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for any class of Similarly Situated Individuals as such terms are described in the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be responsible for any legal, tax or other ramifications related to any benefit package of any group health insurance coverage (each hereafter a "plan") qualifying as a "grandfathered health plan" under the Affordable Care Act and applicable regulations or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and made part of the BPA and Group Policy, and Employer represents and warrants that such Form is true, complete, and accurate. If Employer fails to timely provide BCBSTX with any requested grandfathered health plan information, BCBSTX may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.

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

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

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

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

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

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

Wellness Implementation Fund: BCBSTX will provide reimbursement for up to $25,000 to cover Employer's approved wellness program implementation costs. Employer must substantiate the implementation cost by providing evidence of the amount, date incurred, and purpose of the expense, and upon approval, BCBSTX will issue reimbursement to Employer in the form of fa credit on the Employer's invoice up to the Allowed Amount. BCBSTX will not reimburse any costs incurred prior to the start of, or following termination of, the policy period. Amounts unused at the end of the policy period will remain propery of BCBSTX. If employer cancels coverage before expiration of the policy period, Employer will be required to refund BCBSTX the full amount of the used portion of the welness implementation fund.

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EMPLOYER STATEMENTS:

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

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

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

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

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

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

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

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

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

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

Authorized BCBSTX Representative	Signature of Authorized Purchaser
Title	Title
Date	Date
Agent Representative (if applicable)	

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PROXY (OPTIONAL)

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

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

Group No.:_____ By: _____

Print Signer's Name Here

➡ _____

Signature and Title

Group Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Dated this _____ day of _____ _____
Month Year

Proprietary and Confidential Information of Blue Cross and Blue Shield of Texas. Not for use or disclosure outside Blue Cross and Blue Shield of Texas, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Texas.



BlueCross BlueShield
of Texas

CONSUMER CHOICE PLAN DISCLOSURE STATEMENT

THIS HEALTH PLAN DOES NOT INCLUDE THE SAME LEVEL OF BENEFITS REQUIRED IN OTHER PLANS.

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

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

Benefit/coverage:	This plan:	A health plan with required benefits (state-mandated plan):
Deductible The amount you pay for care before the plan begins to share the cost.	Has a deductible.	Has no deductibles for participating provider care.
Out-of-Pocket Costs The amount you pay when you receive covered services, up to a calendar year maximum**.**	Includes out-of-pocket costs that meet federal requirements but may sometimes be more than in a state-mandated plan.	A copay must be less than 50% of the total cost of the service. Annual out-of-pocket costs must be capped at 200% of your annual premium cost if you alert the plan.
Home Health Services	Includes a limit for home health services.	Has no limits on home health services.

If you want a plan with all required benefits:

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

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

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

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association



BlueCross BlueShield
of Texas

Signature of Applicant	**Date**
Name of Applicant (print name)	
Name of Business, if applicable	
Address	
City **State**	**Zip**

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

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an
Independent Licensee of the Blue Cross and Blue Shield Association

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A VARIANCE TO THE REQUIREMENTS TO PROVIDE REPLACEMENT TREES ON THE PROPERTY LOCATED AT 306 AND 308 WEST CAMP WISDOM ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
The subject site is located at 306 West Camp Wisdom Road where the new fire station is being constructed. Tree preservation is subject to Article XVII of Chapter 12 of the Code of Ordinances. Chapter 12, Section 12-152 specifies that the City Council may approve a variance to all or a portion of the requirements to provide for replacement trees for a public or recreational use or structure. Chapter 7, Section 7.02 of the Comprehensive Zoning Ordinance defines the use *Public Facility, Use, or Utility* as any facility owned and operated by the City of Duncanville, Texas for the purpose of providing municipal services to residents and businesses within Duncanville. Municipal uses may include, but are not limited to: City Hall, police station, fire station, library, parks, water treatment plant, sanitary sewer treatment plant, lift stations, drainage structures, roadways, streetlights, traffic signals, and other similar municipal uses. This term also includes Dallas County, the State of Texas, and other similar governmental entities.

POLICY EXPLANATION:
There are eighty-three (83) trees shown on the tree survey. The species include Chinaberry, Pecan, Live Oak, Cedar Elm, Hackberry, and Mulberry trees. Thirty-one (31) protected trees are proposed to be preserved. Twelve (12) trees are not protected trees. Forty (40) protected trees are proposed to be removed.

A protected trees is defined as any tree having a caliper of six inches or more that is not one of the following: mesquite, bois d'arc, thorny honey locust, hackberry, cottonwood, cedar, china-berry (common), native black willow, and native red/white mulberry. Protected trees that are proposed to be removed are to be replaced in accordance with the tree replacement requirements of Chapter 12, Section 12-150. This variance request would allow relief from the requirements of Chapter 12, Section 12-150.

The language of Chapter 12, Section 12-152(a)(1) grants city council the ability to approve a variance to all or a portion of the requirements to provide replacement trees for a public use or structure. The language of Chapter 7, Section 7.02 of the Comprehensive Zoning Ordinance delineates fire stations as being public facilities and as providing a public use.

A significant number of protected trees are proposed to be removed without replacement. Replacement of these trees in accordance with the tree preservation ordinance would be costly to the city.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approve the resolution.
2. Do not approve the resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. 2023-079

RESOLUTION NO. 2023-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, GRANTING A VARIANCE TO REPLACE TREES OF THE PROPERTY LOCATED AT 306 WEST CAMP WISDOM ROAD AND 308 WEST CAMP WISDOM ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS EXHIBIT 'A', ATTACHED HERETO AND INCORPORATED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council, after conducting a public hearing, shall hear appeals from decisions of city staff under Section 12-152, Duncanville Code of Ordinances, and may approve a tree removal permit and approve a variance to all or a portion of the requirements to provide for replacement trees for the following:

(1) a public use or structure but not including rights-of-way or easements.

. . . . .

(4) Amount of payment to the tree restoration fund.

WHEREAS, there is a public necessity to provide a public safety facility at 306 and 308 Camp Wisdom Road (the "Property"); and

WHEREAS, it was necessary to remove additional tree apart from the building footprint to appropriately develop the Property for an operational public safety facility; and

WHEREAS, the City Council finds that the grant of a variance to the replanting of replacement trees or payment to the City of Duncanville a reparation fee would not serve the public interest; and

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby grants a variance to the City of Duncanville pursuant to Section 12-152 of the Code of Ordinances to replace twelve trees or pay a tree reparation fee for the properties located at 306 West Camp Wisdom Road and 308 West Camp Wisdom Road, Duncanville, Dallas County, Texas, attached hereto and incorporated herein as Exhibit 'A'.

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 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Resolution No. 2023-079

4894-4077-8364, v. 1

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider a Resolution ratifying the Crossing Surface Installation Agreement between BNSF Railway Company and the City of Duncanville for the installation of pedestrian crossing at W. Davis Street; and, hereby approve the additional $13,547.94 payment.

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:
Jacqueline R. Culton, MBA, PE, Director of Public Works (Interim)

BACKGROUND/HISTORY:
In 2021, the City entered into an agreement with IEA, Inc. to design a new sidewalk adjacent to the BNSF Railway Company ("BNSF") railroad along the south side of W. Davis Street. Sidewalk improvements were needed for ADA accessibility and to address damaged and missing sidewalk panels. The project included a new sidewalk, curb and gutter, a ramp, and pavement markings. The project also included crossing panels required to be installed by BNSF due to being on railway property. BNSF will not authorize other parties to perform work on its railroad tracks.

In 2022, the City entered a Crossing Surface Installation Agreement with BNSF to install the new concrete crossing surfaces as part of the sidewalk improvements project. Per the agreement, BNSF's estimated cost to install the crossing surfaces was $47,337.00. BNSF has performed the work, and their final cost for this work totals $60,884.94, an increase of $13,547.94 over the original estimate. The final payment amount will not exceed $60,884.94; funding is available in the existing budgeted appropriations.

The approval of this item will allow the City to pay the remaining amount owed to BNSF for services rendered in September 2022.

POLICY EXPLANATION:
City Council approval is required for expenditures over $50,000.00. The final cost from BNSF for this work totals $60,884.94, which exceeds $50,000.00 and therefore requires Council approval. The ratification and approval of this item will allow for the City to pay the remaining amounts owed to BNSF for services rendered in September 2022.

FUNDING SOURCE:

ORG and Object Number
20100000-708102 (Street Construction CIP Proj/Construction)

Available Budget	**Purchase Amount**	**After Encumber**
$1,081,573.99	$60,884.94	$1,020,689.05

ACTION ALTERNATIVES:
1. Ratify the Crossing Surface Installation Agreement between BNSF Railway Company and the City of Duncanville for the installation of pedestrian crossing at W. Davis Street and approve the additional $13,547.94 payment.
2. Do not ratify the Crossing Surface Installation Agreement between BNSF Railway Company and the City of Duncanville for the installation of pedestrian crossing at W. Davis Street, and do not approve the additional $13,547.94.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-074 - Crossing Surface Installation Agreement with Exhibits

RESOLUTION NO. 2023-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, RATIFYING THE CROSSING SURFACE INSTALLATION AGREEMENT BETWEEN BNSF RAILWAY COMPANY AND THE CITY OF DUNCANVILLE FOR THE INSTALLATION OF PEDESTRIAN CROSSING AT W. DAVIS STREET; AND, HEREBY APPROVES THE ADDITIONAL $13,547.94 PAYMENT BASED ON THE INVOICES ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS A AND B; AND, APPROVING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE THE PAYMENT TO CONCLUDE THE ACTUAL COST OF INSTALLATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, sidewalk improvements were needed along W. Davis Street for ADA accessibility and to address damaged and missing sidewalk panels; and

WHEREAS, crossing panels as part of this sidewalk improvements project were required to be installed by BNSF Railway Company due to being on railway property; and

WHEREAS, BNSF Railway Company's revised initial cost estimate for this work was $47,337.00 per the executed agreement; and

WHEREAS, the City entered a Crossing Installation Agreement with BNSF Railway Company to install the new crossing surfaces; and

WHEREAS, BNSF Railway Company's final cost estimate is $60,884.94 and thus requires approval by the City Council; and

WHEREAS, the City of Duncanville has funds in the budgeted capital improvement project account to cover the cost of the work performed by BNSF under the agreement.

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 ratifies the Crossing Surface Installation Agreement between BNSF Railway Company and the City of Duncanville for installation of pedestrian crossing at W. Davis Street; and, hereby approves the additional $13,547.94 payment based on the invoices attached hereto and incorporated herein as Exhibits A and B.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the Interim City Manager, or his designee, to execute the payment to conclude the actual cost of installation.

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 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

INVOICE

Exhibit A

CUSTOMER NUMBER : 1011138
INVOICE NUMBER : 90244144
AMOUNT : $ 17,989.55
DATE : 11/09/2022

MAKE CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

FOR FURTHER INFORMATION:
EMILY BUI
(817)593-1021
EMILY.BUI@BNSF.COM

CITY OF DUNCANVILLE
203 E. WHEATLAND ROAD
DUNCANVILLE TX 75116
USA

BNSF TIN NO.41-6034000

TO PAY BY WIRE/ACH:
BANK: NORTHERN TRUST-CHICAGO IL
SWIFT # CNORUS 44
BANK ABA # 071000152
BNSF ACCOUNT # 31099171

CONTRACT NO: BF10018382

If paying by wire/ACH, please send the remit detail to cashapps@bnsf.com

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

CONSTRUCT A NEW SIDEWALK ALONG SOUTH SIDE OF W DAVIS STREET AND INSTALL NEW CONCRETE CROSSING SURFACES IN CITY OF DUNCANVILLE, TX. L/S 7509, MP 40.08, DOT 021923F

100% BILLABLE TO CITY OF DUNCANVILLE

WBS 7-0331-22

PARTIAL # 2

Total Costs:	$17,989.55
Billable Pct :	100.00 %
Invoice Total :	$17,989.55

This bill represents only charges posted to the identified WBS as of the last day of the month preceding the invoice date. Unless otherwise explicitly stated, further billings may be issued, should additional costs be identified for this WBS or other WBS' related to work at this location.

INVOICE NUMBER: 90244144

Labor, Bill Preparation

DESCRIPTION	HOURS	AMOUNT
Bill Prep Labor	3.000	118.38
Establish Authority	3.000	118.38

LABOR, BILL PREPARATION TOTAL: 236.76

Labor Additive, Bill Preparation: 149.46

Labor, Track

DESCRIPTION	HOURS	AMOUNT
Labor for Center 10076	71.660	3,278.28

Labor, Track TOTAL: 3,278.28

Labor Additive, Track: 8,828.41

Labor, Flagging

DESCRIPTION	HOURS	AMOUNT
Labor for Center 10076	40.000	1,347.52
Labor for Center 13404	8.000	433.52

Labor, Flagging TOTAL: 1,781.04

Labor Additive, Flagging: 3,715.60

WBS 7033122 TOTAL: 17,989.55

Billable Percentage 100.00 %: 17,989.55

INVOICE SUBTOTAL: 17,989.55

INVOICE TOTAL: 17,989.55

Labor Report by Project - 7033122

AFE	Cost Center	Eff Date	Line Segment	StMp	EndMp	Hours	Emp Name	Pay Cd	Task Code	Task Name	Wrk Rsn	Amount
7033122	10076	10/01/2022	7509	40.000	45.000	10.00	CONTRERAS, ROBERT	12	CR001	REPLACE GRADE CROSSING - SURFACE ONLY		446.30
7033122	10076	10/01/2022	7509	40.000	45.000	10.00	HENSLEY, BRIAN	12	CR001	REPLACE GRADE CROSSING - SURFACE ONLY		476.70
7033122	10076	10/01/2022	7509	40.000	45.000	10.00	TOWNSEND, BILLY	12	CR001	REPLACE GRADE CROSSING - SURFACE ONLY		468.30
7033122	10076	10/29/2022	7509	30.000	45.000	10.00	CONTRERAS, ROBERT	12	CR001	REPLACE GRADE CROSSING - SURFACE ONLY		446.30
7033122	10076	10/29/2022	7509	30.000	45.000	10.00	ELLIOTT, JOHNNY	12	CR001	REPLACE GRADE CROSSING - SURFACE ONLY		446.30
7033122	10076	10/29/2022	7509	30.000	45.000	10.00	HENSLEY, BRIAN	12	CR001	REPLACE GRADE CROSSING - SURFACE ONLY		476.70
7033122	10076	10/29/2022	7509	30.000	45.000	10.00	TOWNSEND, BILLY	12	CR001	REPLACE GRADE CROSSING - SURFACE ONLY		468.30
7033122	10076	10/31/2022	7509	25.000	43.000	1.66	ELLIOTT, JOHNNY	02	NO028	DISTRIBUTE MATERIAL		49.38
7033122	10076	10/31/2022	7509	25.000	43.000	2.00	CONTRERAS, ROBERT	12	NO007	FLAGGING		89.26
7033122	10076	10/31/2022	7509	25.000	43.000	2.00	ELLIOTT, JOHNNY	12	NO007	FLAGGING		89.26
7033122	10076	10/31/2022	7509	25.000	43.000	2.00	HENSLEY, BRIAN	12	NO007	FLAGGING		95.34
7033122	10076	10/31/2022	7509	25.000	43.000	2.00	TOWNSEND, BILLY	12	NO007	FLAGGING		93.66
7033122	10076	10/31/2022	7509	25.000	43.000	8.00	CONTRERAS, ROBERT	01	NO007	FLAGGING		238.00
7033122	10076	10/31/2022	7509	25.000	43.000	8.00	ELLIOTT, JOHNNY	01	NO007	FLAGGING		238.00
7033122	10076	10/31/2022	7509	25.000	43.000	8.00	HENSLEY, BRIAN	01	NO007	FLAGGING		254.24
7033122	10076	10/31/2022	7509	25.000	43.000	8.00	TOWNSEND, BILLY	01	NO007	FLAGGING		249.76
7033122	13404	10/01/2022	7509	40.000	41.000	8.00	MOSS, TY	12	NO007	FLAGGING		433.52
* 7033122						119.66						5,059.32
**						119.66						5,059.32

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INVOICE

Exhibit B

CUSTOMER NUMBER : 1011138
INVOICE NUMBER : 90245447
AMOUNT : $ 6,782.99
DATE : 12/12/2022

MAKE CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

FOR FURTHER INFORMATION:
EMILY BUI
(817)593-1021
EMILY.BUI@BNSF.COM

CITY OF DUNCANVILLE
203 E. WHEATLAND ROAD
DUNCANVILLE TX 75116
USA

BNSF TIN NO.41-6034000

TO PAY BY WIRE/ACH:
BANK: NORTHERN TRUST-CHICAGO IL
SWIFT # CNORUS 44
BANK ABA # 071000152
BNSF ACCOUNT # 31099171

CONTRACT NO: BF10018382

If paying by wire/ACH, please send the remit detail to cashapps@bnsf.com

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

CONSTRUCT A NEW SIDEWALK ALONG SOUTH SIDE OF W DAVIS STREET AND INSTALL NEW CONCRETE CROSSING SURFACES IN CITY OF DUNCANVILLE, TX. L/S 7509, MP 40.08, DOT 021923F

100% BILLABLE TO CITY OF DUNCANVILLE

WBS 7-0331-22

PARTIAL # 3

Total Costs:	$6,782.99
Billable Pct :	100.00 %
Invoice Total :	$6,782.99

This bill represents only charges posted to the identified WBS as of the last day of the month preceding the invoice date. Unless otherwise explicitly stated, further billings may be issued, should additional costs be identified for this WBS or other WBS' related to work at this location.

INVOICE NUMBER: 90245447

Labor, Bill Preparation

DESCRIPTION	HOURS	AMOUNT
Bill Prep Labor	3.000	118.39

LABOR, BILL PREPARATION TOTAL: 118.39

Labor Additive, Bill Preparation: 74.74

Labor, Flagging

DESCRIPTION	HOURS	AMOUNT
Labor for Center 13404	14.000	758.66

Labor, Flagging TOTAL: 758.66

Labor Additive, Flagging: 1,582.72

SA Other Material Expense

MATERIAL DESC	VENDOR	QUANTITY	AMOUNT
CROSSING,CONCRETE PANELS;115LB 39958	OMEGA INDUSTRIES INC	24	4,248.48

OTHER MATERIAL TOTAL: 4,248.48

WBS 7033122 TOTAL: 6,782.99

Billable Percentage 100.00 %: 6,782.99

INVOICE SUBTOTAL: 6,782.99

INVOICE TOTAL: 6,782.99

Labor Report by Project - 7033122

AFE	Cost Center	Eff Date	Line Segment	StMp	EndMp	Hours	Emp Name	Pay Cd	Task Code	Task Name	Wrk Rsn	Amount
7033122	13404	11/01/2022	7509	39.800	40.500	3.00	MOSS, TY	12	NO007	FLAGGING		162.57
7033122	13404	11/02/2022	7509	39.000	41.000	3.00	MOSS, TY	12	NO007	FLAGGING		162.57
7033122	13404	11/03/2022	7509	39.000	41.000	3.00	MOSS, TY	12	NO007	FLAGGING		162.57
7033122	13404	11/29/2022	7509	40.000	42.000	5.00	MOSS, TY	12	NO007	FLAGGING		270.95
* 7033122						14.00						758.66
**						14.00						758.66

Invoice Date: 11/22/2022

Remit To: OMEGA INDUSTRIES INC
7720 NE HWY 99 STE D241
VANCOUVER WA
98665

3606943221

Purch Order: 5501857469 PO Date: 10/31/2022

Bill To: BNSF RAILWAY COMPANY
2650 Lou Menk Dr.
fort worth / TX
76161

Ship To:

Quantity	U/M	Price	Item-Number	Prod-Id	Extended-Price
24.000	FT	177.0200	1009036591		4,248.48
			Description:	CROSSING,CONCRETE PANELS;115LB	

		Sub Total	4,248.48
Sales Tax Rate:	0.00	Sales Tax:	0.00
		Other Material Charge:	0.00
		Invoice Total	4,248.48

END

DocuSign Envelope ID: 0B338DB4-2935-4AD3-AC64-90BC3DE35DE8

Exhibit C

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF10018382
Mile Post 40.08, Line Segment 7509
U.S. DOT Number 021923F
Ward Spur Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of March 24, 2022, by and between City of Duncanville, Texas (hereinafter called, "AGENCY") and BNSF Railway Company (hereinafter called, "BNSF").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to construct a new sidewalk along the south side of W. DAVIS STREET and install new concrete crossing surfaces;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **BNSF Work.** The Company will install new concrete crossing surfaces for a width of 8 feet each on the three (3) tracks for the one sidewalk, at the centerline location marked by the Agency. The new crossing surface will adequately cover the proposed sidewalk width at W. DAVIS STREET. The Company will perform all necessary track upgrades to accommodate the new crossing surface. The Company contact person to coordinate and schedule the work is Roadmaster Wesley Brown at Mobile # 682-220-7783 and Wesley.Brown@bnsf.com.

2. **AGENCY Work.** AGENCY must construct the Project as shown on the Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:

(a) Mark the centerline location of the proposed sidewalk crossing PRIOR TO the BNSF installing the concrete crossing panels;

(b) Design and Construct the sidewalk approaches up to the tracks, including the area between the tracks;

(c) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

(d) Provide suitable drainage, both temporary and permanent;

DocuSign Envelope ID: 0B338DB4-2935-4AD3-AC64-90BC3DE35DE8

(e) Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete crossing surfaces;

(f) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

3. **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-l, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

4. **Payment; Invoicing.** Upon Company's receipt of the materials and supplies necessary for the installation of the new crossing surface, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface.

Agency agrees to pay Company the ACTUAL COST for the new crossing surface. Agency shall pay the final invoice within 30 days of receipt. Agency's ESTIMATED total cost for the new crossing surface is shown on the Exhibit B.

5. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

6. **Sidewalk Surfacing Work.** The Agency will own and be fully responsible for construction, repairs, maintenance, future construction or reconstruction of the sidewalk(s) in accordance with the Exhibit A. Sidewalks must terminate no closer than 6'-0" from centerline of each track. Agency will install a 1'-0" minimum width asphalt expansion joint between the end of sidewalk pavement and the edge of railroad concrete crossing panel. Sidewalks must intersect the track as close to perpendicular as practical. Sidewalk approaches must be constructed level with top-of-rail for a minimum distance of 17'-0", as measured from the outside rail in the track. Detectable Warnings must be installed on each sidewalk approach to the crossing, must extend across the full width of the sidewalk, provide a 2'-0" minimum depth, and be located 12'-0" minimum from the outside rail in the track

7. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 4 above.

DocuSign Envelope ID: 0B338DB4-2935-4AD3-AC64-90BC3DE35DE8

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

AGENCY:
City of Duncanville, Texas

By: [signature]

Printed Name: Aretha R. Ferrell-Benavides

Title: City Manager

All invoices for the project will be sent to:
City of Duncanville
Attn: Jacqueline Culton, P.E.
Interim Managing Director of Public Works
203 E. Wheatland Road
Duncanville, Texas 75116
Phone: 972-780-5016
Email: jculton@duncanville.com

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(AGENCY Signature Page for W. Davis Street Agreement)

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BNSF Railway Company:

By: DocuSigned by: Cheryl Townlian 3CDF5D5643A34A2...

6/5/2022

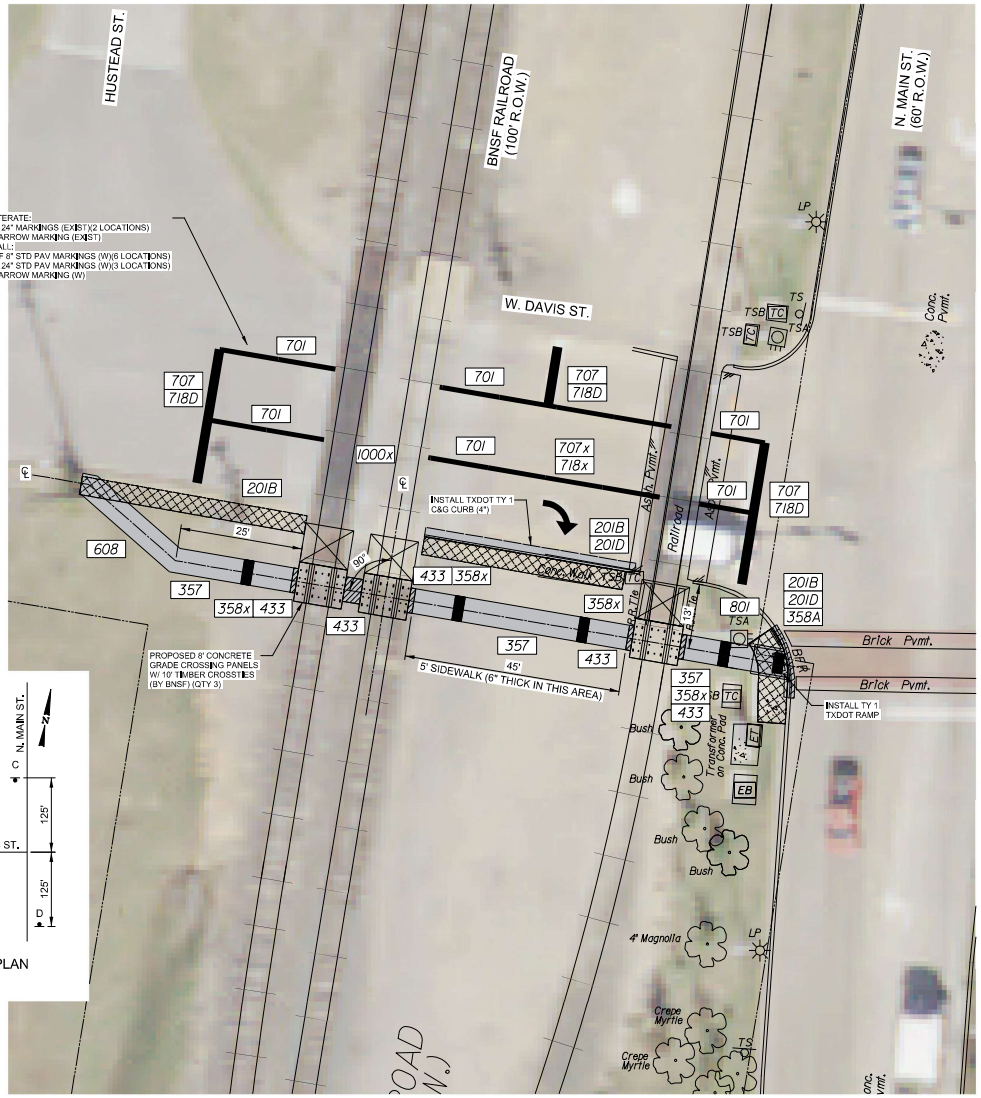
Printed Name: Cheryl Townlian

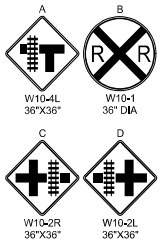
Title: Assistant Director Public Projects

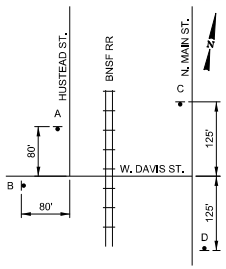
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(BNSF Signature Page for W. Davis Street Agreement)

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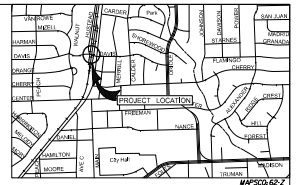






SIGNAGE LAYOUT PLAN
(NTS)

728



357 / 158		LIMITS OF CONCRETE SIDEWALK/DRIVEWAY/ BARRIER FREE RAMP RECONSTRUCTION.
201B / 201D		MAXIMUM LIMITS OF CONCRETE REMOVAL.
433		ASPHALT EXPANSION JOINT (2" THICK (1' X 5')
200		FOR REMOVING ASPHALT PAVEMENT
201B		FOR REMOVING CONCRETE SIDEWALK
201D		FOR REMOVING INTEGRAL CURB & GUTTER
202		REMOVE SEPERATE CURB & GUTTER
357		FURNISHING & INSTALLING REINFORCED CONCRETE SIDEWALK
158A		FURNISHING & INSTALLING BARRIER FREE RAMP (TxDOT TY I)
358x		FURNISHING & INSTALLING DETECTABLE WARNING PANEL (2' X 4')
433		FURNISHING & CONSTRUCT CONCRETE TO ASPHALT TRANSITION
608		FURNISHING & INSTALLING ST. AUGUSTINE/BERMUDA GRASS BLOCK SOD
701		FURNISHING & INSTALLING 8" SLD PAVEMENT MARKINGS (W)
707		FURNISHING & INSTALLING 24" SLD PAVEMENT MARKING (W)
707x		FURNISHING & INSTALLING WORD (ARROW) SLD PAVEMENT MARKING (W)
718A		FOR REMOVING EXISTING 4" PAVEMENT MARKINGS
718B		FOR REMOVING EXISTING 8" PAVEMENT MARKINGS
718D		FOR REMOVING EXISTING 24" PAVEMENT MARKINGS
718x		FOR REMOVING EXISTING WORD (ARROW) PAVEMENT MARKINGS
728		FURNISHING & INSTALLING GROUND MOUNT SIGN ASSEMBLEY & RESET PANELS
801		RELOCATE PEDESTRIAN PUSH BUTTON ASSEMBLY
1000x		COORDINATION WITH BNSF RAILROAD OPERATIONS
		EXISTING 8" TIMBER/CONCRETE CROSSING PLANKS TO BE REMOVED BY BNSF RR

NOTES:
1. CONTRACTOR TO REPAIR ALL DISTURBED GRASSED AREAS TO A CONDITION EQUAL TO OR SUPERIOR TO EXISTING CONDITIONS.
2. CONTRACTOR TO COORDINATE WITH BNSF RAILROAD BEFORE COMMENCING ANY WORK.

REVISIONS			
REV NO.	DATE	DESCRIPTION	BY
1			
2			

EXHIBIT A
SIDEWALK CROSSING LAYOUT
DAVIS STREET - DOT 021923F
BNSF Railroad Milepost 40.08
8/12/2021

Horizontal Scale 1" = 10'
0 10 20

PRELIMINARY PLAN
For Review Only

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Duncanville
City of Champions

IEA
1360 PRESTON ROAD
SUITE 500
DALLAS, TEXAS 75252
(214) 884-4253
FIRM REGISTRATION No. T-4191

INTERSECTION PLAN

W. DAVIS ST. ADA IMPROVEMENTS
W. DAVIS ST. & N. MAIN ST.
PUBLIC WORKS DEPARTMENT
CITY OF DUNCANVILLE, TEXAS

DESIGN	DRAWN	DATE	SCALE	FILE	NO.
JCT	TLH	Aug 2020	1"=10' H	IFB 21-023	3

Texas 811
Know what's below.
Call before you dig.

PLOT DATE: 8/26/2020 BY: Tasha Mathews
\\Duncanville-FS01\J-Jobs\30003-001 (City of Duncanville Main Docs\06-Design\06-04 Sheets\06-04-03 Roadway\SW1-RD-PP01.dgn

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***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

EXHIBIT B - RR Concrete Crossing Estimate for
New Sidewalk Crossing at W. Davis Street
DOT No. 021923F
Revised on 3/29/2022

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF DUNCANVILLE

LOCATION REDBIRD IP | DETAILS OF ESTIMATE | PLAN ITEM : 237349000 | VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP RDW DIV WARD IND SPUR SUB LS 7509 MP 40.080 BNSF TO REMOVE 8-FT CROSSING PLANKS
FROM SOUTH END OF EXISTING ROAD CROSSINGS AND INSTALL THREE NEW 8-FT CONCRETE CROSSINGS FOR
THE PROPOSED SIDEWALK ALONG THE SOUTH SIDE OF W DAVIS STREET, DOT NO. 021923F IN DUNCANVILLE, TX.
CITY TO MARK CENTERLINE OF PROPOSED SIDEWALK CROSSING PRIOR TO INSTALLATION. CITY TO PROVIDE
TRAFFIC CONTROL DETOUR AND CONSTRUCT SIDEWALK APPROACHES.
CITY OF DUNCANVILLE, TX IS 100% BILLABLE.

REQUESTED BY BILLY HOOTEN ON 10/25/2021
PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
PLACE CROSS TIES - CAP	23.98	MH	821	
PLACE FIELD WELDS - CAP	128.0	MH	4,461	
REMOVE PUBLIC CROSSING	8.0	MH	263	
REMOVE TRACK	2.0	MH	66	
REPLACE PUBLIC CROSSING - TOTAL REHAB	24.0	MH	789	
SURFACE TRACK - REPLACEMENT - CAP	24.0	MH	814	
UNLOAD BALLAST - REPLACEMENT - CAP	8.0	MH	263	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	12.0	MH	395	
PAYROLL ASSOCIATED COSTS			5,142	
DA OVERHEADS			8,540	
EQUIPMENT EXPENSES			4,079	
INSURANCE EXPENSES			1,375	
TOTAL LABOR COST			27,008	27,008
**********				
MATERIAL				
**********				
BALLAST NT, SYSTEM AVERAGE COST	126.0	NT **	1,383	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	54.0	EA **	111	
TIE 10FT,PRE-PLATED,6IN, STD	45.0	EA	5,286	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	12.0	KT **	900	
XING CONC 115LB 10FT TIES TANGENT	8.0	FT **	1,376	
XING CONC 115LB 10FT TIES TANGENT	8.0	FT **	1,376	
XING CONC 115LB 10FT TIES TANGENT	8.0	FT **	1,376	
XING CONC RAMP 136LB COMPLETE SET	3.0	ST **	987	
MATERIAL HANDLING			636	
ONLINE TRANSPORTATION			2,044	
USE TAX			502	
OFFLINE TRANSPORTATION			75	
TOTAL MATERIAL COST			16,052	16,052
**********				
OTHER				
**********				
TOTAL OTHER ITEMS COST			0	0
PROJECT SUBTOTAL				43,060
CONTINGENCIES				3,808
BILL PREPARATION FEE				469
GROSS PROJECT COST				47,337
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				47,337

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EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the **construction of one new concrete sidewalk along the south side of W. Davis Street – DOT No. 021923F located at railroad milepost 40.08- on Railway's Red River (West) Division, Ward Spur Subdivision, Line Segment 7509 in Duncanville, Texas in Dallas County.**

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not

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limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individuals in writing:

B. Greg Ramey
Public Works Director
City of Duncanville
203 E. Wheatland Road
Duncanville, TX 75116
Email: bramey@duncanville.com

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify **B. Greg Ramey (City of Altus) at 972-780-5018** and Railway's Manager Public Projects, telephone number **817-352-2902** at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file: **021923F – W. Davis Street – new sidewalk crossing**

- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge

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loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02 INTENTIONALL LEFT BLANK**

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- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

  - 15’-0” Horizontally from centerline of nearest track
  - 21’-6” Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 25’ Horizontally from centerline of nearest track
  - 23’ 6” Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to **City of Duncanville** and must not be undertaken until approved in writing by the Railway, and until **City of Duncanville** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of Duncanville** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the

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Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.BNSFContractor.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in

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the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at **www.eVerifile.com**, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster** (Wesley Brown at mobile # 682-220-7783 or Wesley.Brown@bnsf.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
  - **FOR THIS PROJECT, RAILROAD FLAGGING SERVICES WILL BE PROVIDED BY RAILPROS (NOT A BNSF EMPLOYEE). The Contractor must contact Railpros directly at Office # 877-315-0513 or e-mail:**

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BNSFinfo@railprosfs.com to enter into a reimbursement agreement for flagging services and to request and schedule a railroad flagger. The Railpros flagger(s), the Contractor, and the BNSF Roadmaster must participate in a job safety briefing PRIOR TO the start of any work on/over/under Railway's right of way. The Railway reserves the right to utilize its employees to provide railroad flagging services when those resources become available. In this event, the Railpros flagger and the Contractor will be notified by the Railway.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
    - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
    - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
    - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
    - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
    - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
    - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
    - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

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- **1.05.03c** The cost of flagger services provided by the Railway will be borne by **CONTRACTOR**. The estimated cost for one (1) flagger is approximately between $800.00-$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is **2** freight trains per 24-hour period at a timetable speed **20** MPH and **0** passenger trains at a timetable speed of **n/a** MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

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- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.BNSFContractor.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN**

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APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Roadmaster** (Wesley Brown at mobile # 682-220-7783) **and BNSF's Signal Supervisor** (Ryan Johnson at mobile # 507-217-0718). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not

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appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

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BNSF RAILWAY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N) *(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- ☐ Contractor/safety sensitive (F)
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID: _____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to: Accident-Reporting.Center@BNSF.com**
AND COPY TO: ROADMASTER **Wesley.Brown@BNSF.com** & MANAGER PUBLIC PROJECTS **Tim.Huya@BNSF.com**

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

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BNSF RAILWAY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____ 2. Date: _____ Time: _____

County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ **SSN (required)**: _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.): _____

_____

_____

_____

12. Treatment:

- ☐ First Aid Only _____
- ☐ Required Medical Treatment _____
- ☐ Other Medical Treatment _____

13. Dr. Name: _____ Date: _____

14. Dr. Address:

Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:

Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

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EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: **DOT No. 021923F – W. Davis Street – new sidewalk**

Agency Project: **W. Davis Street – construction of new sidewalk at BNSF**

_____ (hereinafter called "**Contractor**"), has entered into an agreement (hereinafter called "Agreement") for the performance of certain work in connection with the following project: **construction of one new concrete sidewalk along the south side of W. Davis Street – DOT No. 021923F located at railroad milepost 40.08- on Railway's Red River (West) Division, Ward Spur Subdivision, Line Segment 7509 in Duncanville, Texas in Dallas County.**

Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF**

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RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

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3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

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The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy. Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519 or Rosa.M.Martinez@marsh.com

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Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of ***Railway.*** If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be faxed or emailed to the following:

BNSF Railway Company
c/o CertFocus
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com

Contractor shall notify ***Railway*** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to ***Railway*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

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Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, ***Railway*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming ***Railway*** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify ***Railway*** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify ***Railway*** herein.

Failure to provide evidence as required by this section shall entitle, but not require, ***Railway*** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by ***Railway*** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving ***Railway*** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, ***Railway*** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced

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by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto,

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resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative Roadmaster **Wesley Brown at mobile # 682-220-7783 or Wesley.Brown@bnsf.com** four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows.

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Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor’s expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Contractor

By: _____

Printed Name:_____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Office #: _____

Fax #: _____

On-site Project
Contact Person: _____

E-mail: _____

Phone #: _____

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BNSF Railway Company

By: _____

Name: Timothy J. Huya
Manager Public Projects

Accepted and effective this _____ day

of _____, 20__.

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider a Resolution approving the terms and conditions of Professional Services Agreement 23-0033 with Dunaway Associates for the design of Harrington Park Wastewater Aerial Reroute and Improvement, with a contract amount of $63,800.00 and an additional appropriation of $12,760.00 as a project contingency for a total amount not to exceed $76,560.00.

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:
Jacqueline R. Culton, MBA, PE, Director of Public Works

BACKGROUND/HISTORY:
The City of Duncanville experienced significant rainfall and subsequent stormwater runoff during various periods of 2022. These intense rainfall events caused significant river flows in Tenmile Creek. The City's existing 10" sanitary sewer aerial crossing near Marcus M. Harrington Park sustained damage during the storms, compromising the last remaining pier supporting the 12" steel casing and 10" carrier pipe. Visual inspection showed the aerial pipe had collapsed and detached from the southern bank at Ten Mile. The City is currently bypassing wastewater flow from a nearby upstream manhole to a Trinity River Authority (TRA) manhole.

The City requested Dunaway provide a proposal for engineering services to design pipeline improvements to replace approximately 1,000 linear feet of the existing sanitary sewer line upstream of the damaged aerial crossing and connect to an existing TRA manhole, eliminating the failed aerial. These services include project management, coordination with permitting agencies (TRA and the Texas Commission on Environmental Quality), topographic survey, and engineering plans for approximately 1,000 LF of sanitary sewer. Scope additionally includes bid and construction phase services. The design will be complete by Spring 2024. The construction project will be bid and awarded upon completion of the design. Dunaway's Opinion of Probable Construction Cost (OPCC) is $605,700.00.

The proposal includes an estimate of $63,800.00 for the project's design. However, staff requests an additional appropriation of $12,760.00 as a project contingency to cover any unforeseen conditions and

expenses that may result in a change order. The total cost of the project's design should not exceed $76,560.00.

In December 2022, Public Works solicited Requests for Qualifications (RFQs) to select highly qualified engineering firms to provide design work over the next five years, providing the City with long-term partnerships. RFQs were received from 24 firms, and evaluations were performed based on staff credentials and qualifications, project experience, references, and overall responsiveness to the RFQ. Dunaway was one of the sixteen firms selected through the evaluation process.

Dunaway Associates was founded and is based in Fort Worth, with offices in Austin, Midland, and San Antonio. The Fort Worth office will be responsible for the work performed under this contract. They have extensive experience performing the type of work specified in the agreement. They have successfully completed several design projects for the City of Duncanville, including the Danieldale Road Pavement and Utility Improvement project.

POLICY EXPLANATION:
Professional engineering services are exempt from cost-competitive bidding under the Texas Procurement Chapter 2254.002. Consulting engineering firms are selected based on qualification and competence for specialty design work.

FUNDING SOURCE:

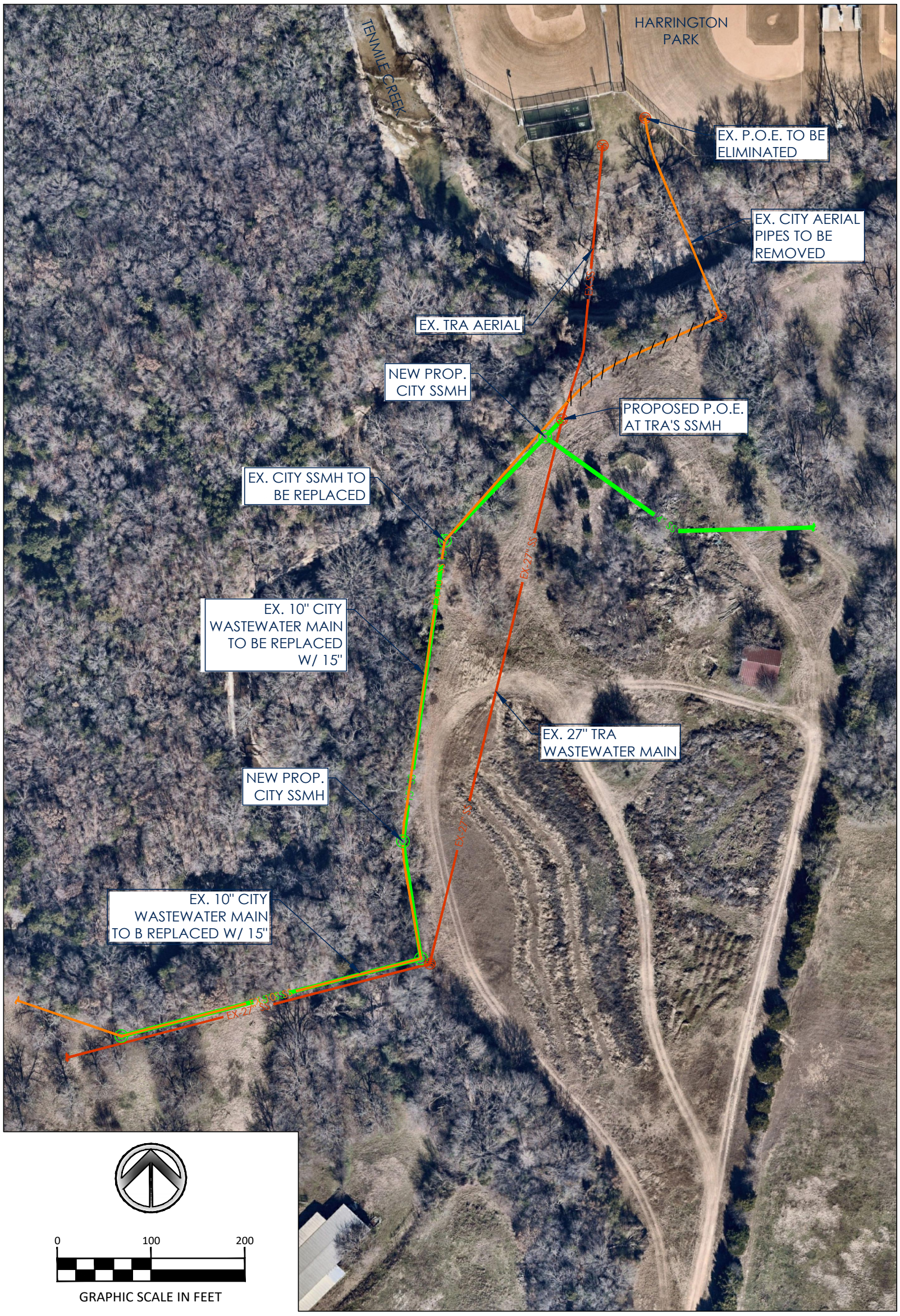
ORG and Object Number
17100000-708102 (Utility CIP Water Projects/Construction)

Available Budget	**Purchase Amount**	**After Encumber**
$572,733.34	$76,560.00	$496,173.34

ACTION ALTERNATIVES:
1. Approve the terms and conditions of Professional Services Agreement 23-0033 with Dunaway Associates for the design of Harrington Park Wastewater Aerial Reroute and Improvement, with a contract amount of $63,800.00, and authorize an additional appropriation of $12,760.00 as a project contingency for a total amount not to exceed $76,560.00.
2. Do not approve the terms and conditions of Professional Services Agreement 23-0033 with Dunaway Associates for the design of Harrington Park Wastewater Aerial Reroute and Improvement, with a contract amount of $63,800.00, or authorize an additional appropriation of $12,760 as a project contingency for a total amount not to exceed $76,560.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Location Map
Resolution No. - 2023-082 - Harrington Park Wastewater Aerial Reroute and Improvement with Exhibit

Attachment 1



PLOTTED BY: Maria Venegas ON: Friday, July 21, 2023 AT: 4:24 PM FILEPATH: G:\Production8000\009200\9204\001\Civil\CAD\Exhibits\23-0717 Proposal Exhibit\Exhibit.dwg

RESOLUTION NO. 2023-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT 23-0033 WITH DUNAWAY ASSOCIATES FOR THE DESIGN OF HARRINGTON PARK WASTEWATER AERIAL REROUTE AND IMPROVEMENT PROJECT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," WITH A CONTRACT AMOUNT OF $63,800.00 AND AN ADDITIONAL APPROPRIATION OF $12,760.00 AS A PROJECT CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED $76,560.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to the quality and capacity of the overall utility infrastructure; and

WHEREAS, the City of Duncanville desires to enter into an agreement for the design of Harrington Park Wastewater Aerial Reroute and Improvement; and

WHEREAS, change orders increasing the total contract price or valued at $50,000.00 or greater require City Council approval; and

WHEREAS, a project contingency authorizes the City Manager or designee to execute change orders valued at less than $50,000.00; and

WHEREAS, the City of Duncanville has $76,560.00 available in the FY23 Utility Fund for the design of the listed project; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to use these funds for wastewater improvements to benefit the citizens of Duncanville.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes, approves, and accepts the terms and conditions of Professional Services Agreement 23-0033 with Dunaway Associates for the design of Harrington Park Wastewater Aerial Reroute and Improvement, attached hereto and incorporated herein as Exhibit "A," with a contract amount of $63,800.00.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby appropriates $12,7600.00 as a project contingency for a total amount not to exceed $76,560.00.

SECTION 3. The City Council of the City of Duncanville, Texas, hereby authorizes the City Manager or designee to execute the appropriate and necessary documents and/or purchase orders to conform to this Resolution as appropriate including.

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 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

PROFESSIONAL SERVICES AGREEMENT 23-0033
HARRINGTON PARK
WASTEWATER AERIAL REROUTE AND IMPROVEMENT DESIGN

This **PROFESSIONAL SERVICES AGREEMENT** ("agreement") is made and entered into by and between the **City of Duncanville** ("City"), a Texas home rule municipal corporation, acting by and through Robert D. Brown, Jr., its duly authorized lnterim City Manager, and **Dunaway Associates,** ("Contractor") authorized to do business in Exploration and Special Services for Geotechnical Engineering Services.

Section 1. Scope of Services
Upon issuance of a written Notice to Proceed by OWNER, CONTRACTOR agrees to provide to OWNER the necessary professional engineering services, as set forth in the Scope of Services in the Schedule of Standard Fees attached hereto as Exhibit "A" and incorporated herein.

Section 2. Term of Contract
The term of this agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of OWNER as specified in Exhibit "A," unless sooner terminated as provided in Section 8, below.

Section 3. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached and incorporated herein as Exhibit A. Should OWNER 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 OWNER; and without decreasing the effectiveness of the performance of services required under this Contract.

B. 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 OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.

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

Section 4. Payment
OWNER agrees to pay CONTRACTOR an amount not to exceed **Sixty-Three Thousand Eight Hundred ($63,800.00)** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made performed in a satisfactory manner based on the Scope of Services.

The total CONTRACTOR fee shall be as specified in Exhibit "A". OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to

OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Contract, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Contract, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

A. CONTRACTOR shall be responsible for the quality for goods and services furnished by CONTRACTOR under this Contract. 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 OWNER'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 OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of OWNER under this Contract are as provided by law.

Section 6. 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 OWNER'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 OWNER to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. OWNER shall own, have, keep and retain all rights, title and interest in and to all documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all project documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Contract. OWNER shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports for those purposes for which they were intended.

Section 8. Termination

A. OWNER 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 OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to OWNER.

B. Should OWNER require a modification of this Contract with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Contract, OWNER 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 OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Assignment
CONTRACTOR shall not assign or sublet this Contract, or any part thereof, without the prior written consent of OWNER.

Section 10. Applicable Laws
CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this 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.

Section 11. Execution becomes Effective
This Contract will be effective upon execution of the Contract by and between CONTRACTOR and OWNER.

Section 12. 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 13. 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 14. 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 OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of OWNER. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 15. 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 OWNER:	City of Duncanville Attn: Chief Procurement Officer PO Box 380280 Duncanville, TX 75138 (972) 780-5850 purchasing@duncanvilletx.gov
If to CONTRACTOR:	Dunaway Associates Attn: M. Jazmin Venegas, PE 550 Bailey Ave, Suite 400 Fort Worth, TX 76107 817-335 2907 Email: mvenegas@dunaway.com

Section 16. Exhibits
The exhibit attached hereto are incorporated herein and made a part hereof for all purposes.

Section 17. 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 18. Prohibition of 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.

Section 19. Business Prohibitions
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.

Section 20. 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 OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this 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 one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any one (1) occurrence, and One Million Dollars ($1,000,000.00) aggregate.

C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars ($1,000,000.00).

D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section shall be furnished to OWNER 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 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 OWNER prior to the cancellation or modification 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 Owner. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the Owner with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the Owner is a condition precedent to the payment of any amounts due to Contractor by the Owner. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

E. 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 Owner.

Section 21. Indemnification for Injury and Performance

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

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

Section 22. Indemnification for Unemployment Compensation

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

Section 23. Indemnification for Performance

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

Section 24. Funding and Non-Appropriation Clause

CONTRACTOR 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 OWNER 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 elate shall be paid.

Section 25. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, OWNER 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 OWNER, as OWNER may deem necessary. In such event, OWNER 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 OWNER a written proposal for the entire costs involved and the completion time involved in providing the revisions. OWNER 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 OWNER, OWNER 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 26. Right to Inspect Records

CONTRACTOR agrees that OWNER shall, until the expiration of one (1) 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 OWNER shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. OWNER 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 subcontractor agrees that OWNER 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 subcontractor or subcontractor involving transactions to the subcontract and further, that OWNER shall have access during normal working

shall give the subcontractors or subcontractor reasonable advance notice ofintended audits no less than 3 business days.

Section 27. Successors and Assigns

OWNER and CONTRACTOR each binds 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 OWNER nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 28. Disclosure

By signing this contract, CONTRACTOR acknowledges to OWNER 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 29. Employment Verification

Employment eligibility 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 1-9. **THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE OWNER. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN CONTRACTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.**

Section 30. Default

OWNER reserves the right to terminate this contract immediately upon breach of any term or provision of this contract by CONTRACTOR; or if at any time during the term of this contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then OWNER shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days' written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

Section 31. 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 32. Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 33. **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 ofthe parties.

(Signature follows this page)

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the _____ day of _____, 2023.

CITY OF DUNCANVILLE, TEXAS	DUNAWAY ASSOCIATES
Owner	Contractor
_____	_____
Signature	Signature
Robert D. Brown, Jr.	
Printed Name	Printed Name
lnterim City Manager	
Title	Title

Dunaway No. 9204.001

July 24, 2023

Ms. Jacqueline (Jackie) Culton,P.E.
Managing Director of Public Works
(Interim)
203 E. Wheatland Rd.
Duncanville, TX 75138-0280

Via e-mail: jculton@duncanville.com

Reference: Proposal for Professional Engineering Services
Harrington Park Wastewater Aerial Reroute and Improvement
Duncanville, Texas

Dear Ms. Culton:

Dunaway Associates, LLC (Dunaway) is pleased to submit this proposal for professional civil engineering services on the above-referenced project. Based on our understanding, we believe the following scope of services will meet your needs for this project. For your convenience, we have provided a Project Understanding and an Executive Fee Summary followed by a detailed Statement of Work attachment.

Project Understanding

The City of Duncanville (City) experienced significant rainfall and subsequent stormwater runoff recently. These intense rainfall events caused significant river flows in the Tenmile Creek. The existing 10" sanitary sewer aerial crossing near Marcus M. Harrington Park, sustained damage during these storms and compromised the last remaining pier supporting the 12" steel casing and 10" carrier pipe. Visual inspection showed the aerial pipe collapsed and detached from the southern bank connection and being supported by the northern bank of Tenmile Creek. The City is currently bypassing flow from the upstream manhole to a TRA manhole. The City requested Dunaway provide engineering services to replace approximately 1,000 linear feet of existing sanitary sewer line upstream of the aerial crossing and connect to an existing TRA manhole, eliminating the failed aerial.

Scope of these services includes project management, coordination with permitting agencies (TRA & TCEQ), topographic survey, and engineering plans for approximately 1,000 LF of sanitary sewer . Scope additionally includes bid and construction phase services.

Executive Fee Summary

Basic Engineering Services	
Site Investigation, Coordination, and Management	$ 6,000.00
Sanitary Sewer Design	$ 32,500.00
Bid Phase Services	$3,000.00
Construction Phase Services	7,000.00
Topographic Survey Services	$ 15,300.00
Total (Lump Sum):	**$ 63,800.00**

All administrative and application fees required by review authorities will be paid by the City and are not included in Dunaway's proposed fee.

If this proposal meets with your approval, we will proceed to formalize a contract. If there are any questions regarding the scope of work, we are ready to discuss. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,

Bryan Sherrieb, P.E.
Senior Project Engineer

Enclosure(s): Statement of Work, Attachment A - Project Map, 2023 Standard Rate Table

Cc: Daniel Tremper, M. Jazmin Venegas, Kervin Campbell

STATEMENT OF WORK
City of Duncanville
Harrington Park Wastewater Aerial Reroute and Improvement
Duncanville, Texas

Part 1: General Information

A. Introduction: The City of Duncanville requires engineering design of sanitary sewer pipeline. The location of these improvements is an existing 10" sanitary sewer line upstream of the existing aerial crossing of Tenmile Creek, close to Marcus M. Harrington Park. Approximately 1,000 LF of 10" sanitary sewer is to be replaced with 15" PVC pipe. The design includes the connection to an existing TRA (Trinity River Authority) manhole, that will require a new P.O.E. (Point of Entry). The alignment of the sanitary sewer will change slightly from existing but shall remain within the existing 15' easement.

B. The existing 10" sanitary sewer line will be abandoned from the existing manhole immediately upstream of aerial crossing to the new P.O.E. at TRA's manhole. Remains of the existing aerial crossing shall be removed to the banks of the creek and any remaining pipe in the ground shall be grouted. These improvements and limits are also shown on Attachment A – Project Map, included herein.

C. Background: The City of Duncanville (City) experienced significant rainfall and subsequent stormwater runoff recently. These intense rainfall events caused significant river flows in the Tenmile Creek. The existing 10" sanitary sewer aerial crossing near Marcus M. Harrington Park, sustained damage during these storms and compromised the last remaining pier supporting the 12" steel casing and 10" carrier pipe. Visual inspection showed the aerial pipe collapsed and detached from the southern bank connection and being supported by the northern bank of Tenmile Creek. The City is currently bypassing flow from the upstream manhole to a TRA manhole. The City requested Dunaway provide engineering services to replace approximately 1,000 linear feet of existing sanitary sewer line upstream of the aerial crossing and connect to an existing TRA manhole, eliminating the failed aerial.

D. Scope

1. Project Management - engineer will manage the work outlined in this scope to ensure efficient and effective use of engineer's and City's time and resources. Engineer will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City's Project Manager and others as necessary to make progress on the work.

2. Conduct topographic field surveying and base mapping of area around existing sanitary sewer alignment.

3. Base mapping will include determining existing public/private property boundaries and easements for use in design.

4. Conduct Preliminary Site Investigation.

5. Conduct engineering design and prepare construction plans and specifications for all proposed improvements in the specified area (assumes one bid package).

6. Prepare contract documents to support the City contracting process.
7. Provide bid phase support services.
8. Provide construction support during construction phase of the project.
9. Submit plans to TCEQ for review and approval.

E. Items Not included in Scope

1. Floodplain mapping, study or modeling.
2. Modeling and sizing of wastewater line.
3. SWPPP (to be performed by Contractor prior to construction).
4. Preparation of Easement Documents.
5. Subsurface Utility Engineering (SUE).

These services can be provided if desired by the City and can be added by Contract Amendment.

F. Applicable Documents

1. Attachment "A" - Project Map
2. NCTCOG Public Works Construction Standards —5th Edition, November 2017

Part 2: Work Requirements

A. Technical Requirements

1. Project Management

1.1. Managing the Team

1.1.1. Lead, manage and direct design team activities

1.1.2. Ensure quality control is practiced in performance of the work

1.1.3. Communicate internally among team members

1.1.4. Task and allocate team resources

1.2. Communications and Reporting

1.2.1. Attend a virtual pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs that meet City requirements.

1.2.2. Conduct review meetings with the City at the end of each design phase.

1.2.3. Prepare invoices monthly in the format requested by the City.

1.2.4. Prepare and submit monthly progress reports detailing work performed, project status and upcoming milestones.

1.2.5. Prepare and submit baseline Project Schedule initially, and Project Schedule updates monthly

1.2.6. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design. Upon request, the Engineer will provide a list of all contacted utility representatives to the City, which includes names, phone numbers, email addresses, physical address, etc.

1.2.6.1. Trinity River Authority
1.2.6.2. Private Franchise Utility Companies

2. Conduct Surveying and Base Mapping – the Engineer shall perform a field survey and obtain the following survey data and apply them in the development of the construction plans: The Engineer will establish base line control, locate, and tie existing above ground utility appurtenances, structures, trees, fences, and other improvements to the base line. The Engineer will attempt to determine the elevations of existing wastewater mains.

2.1. Surveying will include researching easements within the area.

2.2. The Engineer will identify existing manhole diameters, inverts, and RIM elevations within the project area.

2.3. The Engineer will locate existing franchise utilities based on the existing records to help determine utility conflicts.

2.4. The Engineer will locate and establish control from the City's existing benchmarks (at least two benchmarks for each location, if possible).

2.5. Data provided shall be referenced to the NAD 83 Texas State Plane Coordinate System, North Central Zone.

2.6. As owner of the property, Client hereby authorizes Dunaway to enter upon the property for the purposes of conducting Dunaway's work thereon. If Client is not the owner of the property, Client is to obtain such authorization from owner and provide same in writing to Dunaway at the same instance that Dunaway receives the written notice to proceed.

3. Prepare the Designs and Specifications (90%):

3.1. The Engineer will prepare construction drawings and technical specifications required for the project, in accordance with the applicable City, state, and federal regulations, requirements, and guidelines. The preliminary and pre-final design plans shall consist of the following:

3.1.1. Prepare cover, index, general notes and other necessary information sheets.

3.1.2. Prepare project layout control showing pertinent survey data on the plan and profile sheets and all pertinent construction notes.

3.1.3. Prepare wastewater main plan and profiles, special design considerations and locations of appurtenances as requested by the City.

3.1.4. Identify and specify pipe materials based on the City design criteria and soil types.

3.2. The Engineer will submit three (3) copies each of the 90% Plans on full-size plan sheets and PDF format for review and comment by the City. Revise plans based on the City's comments and respond to each comment not incorporated in revised plans.

3.3. The Engineer will provide Digital Drawing Registration and Survey Control.

3.3.1. Digital drawing file data shall be in U.S. Survey Feet for distances, and degrees, minutes, and seconds for bearings and angles.

3.3.2. Northing, Easting, and Elevation State Plane Grid Coordinates shall be provided in a format that may be incorporated into the City's ESRI ArcGIS system. The Project Manager will provide more information concerning formats and expectations on request.

3.3.3. The data provided shall be referenced to the NAD 83 Texas State Plane Coordinate System, North Central Zone

3.3.4. The accuracy will be at a minimum 3 cm (horizontal).

3.4. The Engineer will provide all CADD files related to the design.

3.4.1. All reference files and cell libraries used to create the design sheets shall be included. If proprietary files for fonts, lines styles, aerial photographs, or other such attachments are included, legal and binding permanent licenses for the use of such files shall be included.

3.4.2. Detail sheets, special appurtenances, and other such design details will be supplied as outlined above. Any proprietary or copyrighted details shall include a release from the copyright holder allowing the City of Duncanville to make an unlimited number of copies of the submitted special details.

3.5. The Engineer shall produce all design drawings in the latest version of MicroStation Computer Aided Design and Drafting system (CADD) or AutoDesk, as determined by the Project Manager. All design drawings shall be created electronically. In addition, the Engineer shall submit all electronic data in the form and format listed herein. Submit all original CADD Drawings to Project Manager, including any special appurtenance and detail sheets, with the following stipulations:

3.5.1. All submitted CADD Drawings shall be done in ink (CADD Plotter) on 20# High Bright bond paper.

3.5.2. All design and plan drawings shall be produced in an electronic file format created by a CADD system completely compatible with MicroStation.

3.5.3. Each final design sheet must be in its own computer file in a format completely compatible with MicroStation or Civil 3D the latest version of final design sheet will incorporate the computer file extension ".dgn" as the last characters in the file's name. No reference files, no special or proprietary cell libraries, no special or proprietary font files, and no special or proprietary line styles, shall be attached.

3.5.4. Additionally, each individual design sheet shall be provided in the latest version in the Public Domain of the "Portable Document Format (PDF)" type file.

3.5.5. Should the Engineer desire to supply electronic files in some other format or created by some other program, prior approval from the City shall be required.

3.6. The Engineer shall furnish all computer specification files, including all word processor or spreadsheet files in latest version of Microsoft Office for Windows. Specification Document files shall be furnished on Compact Disc or other agreed upon media as approved by the City.

3.7. The Engineer will submit scanned images, photographs, reports, analysis, and all other project data to the City in file formats compatible with software and computers owned by the City of Duncanville. All such specification documents shall be furnished on Compact Discs or other agreed upon media as approved by the City.

4. Prepare Contract Documents

4.1. The Engineer will prepare Bid Specification documents including Special Provisions. Special Provisions are only those specifications not specifically included in the City of Duncanville Public Works' Special Provisions or NCTCOG Public Works Construction Standards.

4.2. The Engineer will prepare Engineer's Estimate of Probable Costs at every milestone submittal and Bid Item tabulations after the bidding of the project. This shall be provided to the Project Manager in Excel format.

4.3. The Engineer will furnish files of the scanned images of the final sealed drawings and specifications with the construction records posting on a CD to the City.

4.4. The Engineer will provide Project Manager with digital set of final drawings for permanent posting in approved format.

5. Bid Support

5.1. The engineer shall submit all plans and contract documents for City to post publicly for bidding.

5.1.1. Final plans and Contract documents shall be uploaded in a .pdf file.

5.1.2. A Unit Price Proposal will be prepared for bidders to input itemized bids.

5.2. Attend the pre-bid conference in support of the City.

5.3. Assist the City in determining the qualifications and acceptability of prospective

contractors, subcontractors, and suppliers.

5.4. When substitution prior to award of contracts is allowed in the contract documents, the engineer will advise the City as to the acceptability of alternate materials and equipment proposed by bidders.

5.5. Attend the bid opening in support of the City.

5.6. Tabulate and review all bids received for the construction project, assist the City in evaluating bids, and recommend award of the contract. A copy of the Bid Tabulation will be submitted to the City for record.

5.7. Incorporate all addenda into the contract documents and issue conformed sets.

6. Provide Construction Support.

6.1. Engineer will attend the preconstruction meeting to discuss project construction elements and answer questions regarding construction aspects.

6.2. Engineer will review shop drawing and material specifications provided by the Contractor for compliance (up to 2 submittal package reviews).

6.3. Engineer will coordinate with the assigned project inspector or construction manager and assist with RFI's during construction (up to 3 total RFI's).

6.4. Engineer will prepare change orders and field changes as required during construction. It is assumed City will prepare change order and field changes documentation with Engineering assisting and reviewing.

6.5. Engineer will attend the project site when necessary with the assigned project inspector or construction manager and assist with RFI's during construction (up to 3 site visits).

6.6. Engineer will attend the "Final" project walk through and assist with preparation of final punch list, if requested by the City.

B. Deliverables

1. Project Schedule. Project Schedule will include milestones for preparation of drawings and specifications. Suspense for initial Project Schedule is 15 days after contract award. The Engineer will provide monthly progress reports sufficient to support monthly billings. Monthly status reports will be consistent with billing period. This schedule will be binding for the Engineer's activities and will include the start and completion dates for each design activity. The Engineer and Project Team members shall use this schedule to ensure that all design milestone dates are being met for the project. The Engineer shall update the schedule to reflect performance periodically (minimally at each design phase or monthly, whichever is less) for the Project Team's review and approval. Any recommendations for deviations from the approved design schedule must be explained in detail as to the causes for the deviation(s) and impact to the schedule. At a minimum, the schedule will include the following milestones:

1.1. Completion of 90% and Final Drawings and Specifications

2. Meeting Minutes. The engineer will prepare minutes during any meeting conducted with the City and submit them to the City Project Team within two business days following the meeting for review and acceptance.

3. Construction Drawings and Specifications.

3.1. The engineer will provide 90% and Final Drawings in accordance with project schedule milestones.

3.2. Engineer will complete contract documents, bid items and cost estimate with each submittal milestone.

3.3. The Engineer shall prepare construction plans in conformance with all applicable Public Works guidelines, policies, criteria, etc. Plans shall be created in a professional manner and be adequate to advertise for construction bids. Final deliverables shall include but not be limited to the following:

3.3.1. Prepare final cover, index, general notes and other necessary information sheets.

3.3.2. Prepare final project layout control showing pertinent survey data on the plan and profile sheets and all pertinent construction notes.

3.3.3. Finalize wastewater main plan and profiles, special design considerations and locations of appurtenances as requested by the City.

3.3.4. Identify and specify pipe.

3.3.5. Engineer will obtain approval of all requested design reports and/or other documents from the TCEQ or other agency.

3.3.6. Provide up to three (3) sets of final plans, as directed by the City.

4. Final Record Drawings. The engineer will provide final record drawings based on the construction contractors "red-line" drawings. Suspense is 30 days after completion of construction work.

4.1. The CD-R shall contain an electronic copy of the digital drawing file in the following AutoCAD or MicroStation formats. DXF, DWG, DGN (DWG or DGN are preferred). A compressed and self-extracting file type (.ZIP) of these is acceptable.

4.1.1. These submittals must follow the specifications listed above.

4.1.2. All digital drawing files must be "stand-alone" without the necessity of attaching Reference or X-Ref files or modifying levels and layers.

4.2. As-built maps of the project shall be submitted in a GIS ready format, specifically, a shape file or a personal geodatabase, readable by current City GIS software, ESRI ArcGIS 10.5 or newer release. These submissions shall include the layers and data attribute fields outlined

in City's GIS.

4.2.1. The City will provide existing data contained in the City's GIS at the request of the Engineer. The City makes no claim as to the accuracy of the data provided. It will be the Engineers' responsibility to verify the actual locations of the features.

4.2.2. The City will provide template shape files and/or personal geodatabase for the Engineer to use for their submittals.

4.2.3. Additional layer descriptions and information are acceptable and encouraged as long as the minimum requirements are met.

4.2.4. The Engineer shall coordinate with the City and the City's Construction Contractor to collect and submit as-built information at the completion of each project location. Collected data will include obtaining GIS survey of the as-built City asset for each completed construction location. Submittal will include as-built Mylar record drawings and as-built CADD files for each location built compatible with the City's current GIS system.

4.2.5. The CD-R shall also contain a copy of the transmittal letter accompanying the submittal in Microsoft Word for Windows& software, current release, or other compatible text file format. MS "Word" is the preferred document software.

Part 3: Supporting Information

A. Place of Performance: City of Duncanville (See attached maps for exact locations).

B. Period of Performance: One hundred (100) Calendar Days, to include the period from Notice to Proceed to Start of Construction. Record Drawings will be provided to the City 30 Calendar days after construction has been completed and red lines have been received by the Engineer.

C. General Requirements

1. Media Submittals

1.1. Submittals must be on a Compact Discs (CD), "Write Once" (CD-R) media. The CD-R must be "closed" (formatted for use on any computer and write protected so that no additional data can be added). Note: The requirement for CD-R media is driven by the need to maintain an archival record of the actual file submitted in a means that CANNOT be modified.

1.2. Each CD-R shall have written in permanent ink on the label side the name of the consultant company submitting the plans, the contract number, project name, date, location description, the correct drawing number, and data type contained, (i.e., CADD or GIS). Original, unmodified CD-Rs will be submitted to the City and ultimately filed with the GIS Coordinator.

1.3. Should the Engineer desire to furnish any of the required submittals in another type of media, the Engineer shall seek the approval of the City.

2. Legal, Regulatory and Permit Requirements.

   2.1. The Engineer will identify and coordinate designs and recommendations of this project to meet legal and regulatory parameters, constraints, codes and applicable requirements set forth by all governing agencies, including, but not limited to, U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), Army Corps of Engineers (ACOE), State of Texas, Texas Highway Department of Transportation (TXDOT), Texas Commission on Environmental Quality (TCEQ), City of Duncanville, and Dallas County.

   2.2. The Engineer will identify and provide documentation for any permits that may be required by any Public Agency, property owner, or entity that may require a permit, access easement, license or other such documents. Supply necessary reports, studies, and drawings to the agencies or entities as required. Any required permits, rights of entry, or approvals shall be obtained at least 60 days prior to when the construction work is scheduled for advertisement. Permit fees will be paid by the City of Duncanville, unless directed otherwise by the Project Manager. If these permits have not been identified and included during initial scoping of the project and are discovered to be needed during design, they will be added by contract amendment.

3. Meetings. The Engineer will attend up to three (3) meetings with the City, including a project kickoff meeting and two (2) design review meetings as prescribed by the City for information transfer, gaining input, project status updates, site visits, and product reviews. Engineer will attend one (1) Pre-Construction Meeting and make up to three (3) site visits during construction. The Engineer will brief Public Works Administration and City Executives, as required. Excluding site visits, and city council meetings, it is assumed other meetings will be virtual.

4. Coordination. The design and construction of the proposed project(s) shall be coordinated with the City Staff and other pertinent Engineers to the City as necessary. Coordination shall include, but not be limited to, making allowances for other construction and maintenance activities within the City's water distribution and wastewater collection system, ongoing and proposed plans as identified by the Public Works or other Departments including private development, and other construction or planning activities that may come up from time to time.

5. Rights of Way. Designs shall be compatible with the final alignments, grades, and known requirements of facilities occupying public Rights-of-Ways. If modifications to public Rights-or- Ways are deemed necessary, the Engineer shall provide plans, specifications, field notes, etc., as may be required to obtain such Rights-of-Ways.

6. Work Review by City. The Engineer shall prepare all necessary plans, specifications, reports, technical memorandums, status papers, etc., that may be required for this project, and submit to the City for review. After each item has been reviewed by the City, the Engineer shall make all necessary corrections and re-submit to the City for Final Review.

7. Sustainability. The Engineer shall evaluate sustainable practices applicable to water and wastewater replacement construction projects. The evaluation shall include energy conservation, waste reduction, resource conservation, and water saving strategies and measures. Applicable sustainable efforts shall be included and incorporated into

specifications and designs, as directed by City.

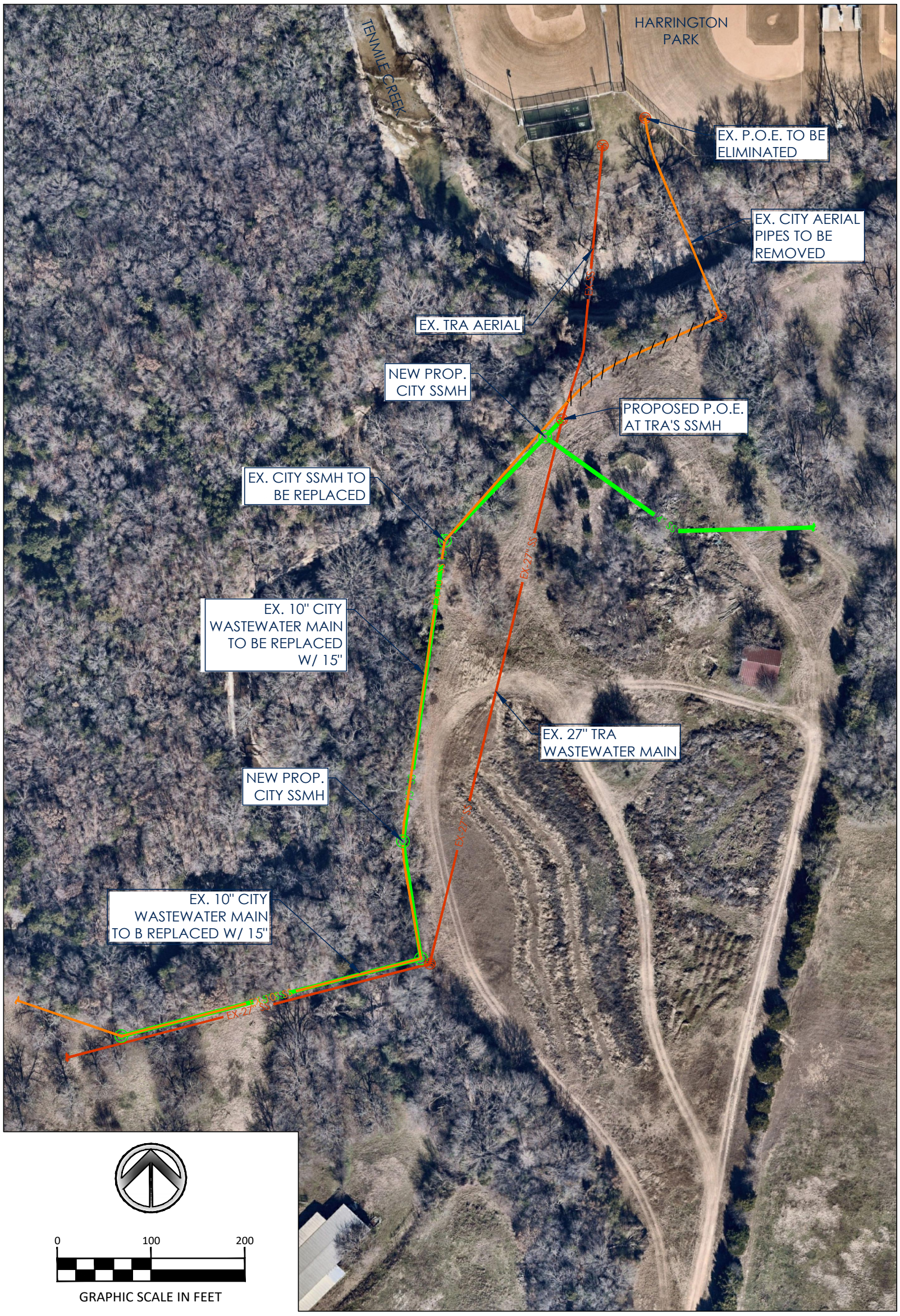
8. Fixed Assets. Provide the required information for City's fixed asset system as required.

9. The City Points of Contact for this project are:

   9.1. Primary Project Manager: Jacqueline (Jackie) Culton, P.E., Assistant Director of Public Works, 972-780- 5016, jculton@duncanville.com

10. The Engineer Points of Contact for this project are:

   10.1. Primary Project Manager: M. Jazmin Venegas, PE, Discipline Lead I 817-335-2907, mvenegas@dunaway.com



DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1114)

EXHIBIT LEGEND

- PROP. 15" CITY WASTEWATER MAIN
- EX. 10" CITY WASTEWATER MAIN TO BE ABANDONED
- EX. 27" TRA WASTEWATER MAIN
- PROP. CITY WASTEWATER MANHOLE
- EX. TRA WASTEWATER MANHOLE

PROPOSED TRA P.O.E. HARRINGTON PARK WASTEWATER AERIAL REROUTE AND IMPROVEMENT

PLOTTED BY: Maria Venegas ON: Friday, July 21, 2023 AT: 4:24 PM FILEPATH: G:\Production8000\009200\9204\001\Civil\CAD\Exhibits\23-0717 Proposal Exhibit\Exhibit.dwg

STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein.

I. Basis of Compensation. Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

2023 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative	$90.00 - $160.00
Information Systems	$110.00 - $121.00
Marketing/Business Development	$95.00 - $275.00
Financial	$128.00 - $286.00
Civil Technician	$116.00 - $127.00
Civil Designer	$65.00 - $152.00
Graduate Engineer	$138.00 - $158.00
Project Engineer	$154.00 - $211.00
Managing Engineer	$175.00 - $193.00
Technical Engineer	$226.00 - $303.00
Project Surveyor	$150.00 - $180.00
Survey Party Chief	$138.00 - $175.00
Survey Technician	$95.00 - $141.00
Survey Field Assistant	$73.00 - $91.00
GIS	$105.00 - $171.00
Planner	$115.00 - $243.00
Planning Analyst	$116.00 - $142.00
Landscape Designer	$118.00 - $145.00
Landscape Architect	$121.00 - $250.00
Environmental Scientist	$116.00 - $154.00
Intern	$75.00 - $83.00
Construction Inspectors	$129.00 - $150.00
Discipline Lead	$154.00 - $270.00
Engagement Manager	$238.00 - $350.00
Line of Business Manager/Executive	$227.00 - $330.00
Regional Manager/Executive	$280.00 - $308.00
Managing Partner	$390.00 - $429.00
Chairman/President	$475.00 - $550.00

II. Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including **but not limited to the negligence, professional errors or omissions**, strict liability or breach of contract, or warranty express or implied of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed the total compensation received by Dunaway Associates, LLC under this Agreement.

III. No Consequential Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

IV. No Duties to Third Parties. The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

V. Claims Limited to Insurance Coverage. The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.

VI. General Contractor Duties and Responsibilities. Neither the professional activities of Dunaway Associates, LLC, nor the presence of Dunaway Associates, LLC or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, LLC and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants **shall be indemnified and shall be made additional insureds** under the General Contractor's general liability insurance policy.

VII. Cancellation. It is understood that this Agreement may be canceled at any time by the Client and payment shall be due based on the method of computation in Section I only on Work performed or expenses incurred to date of cancellation.

VIII. Payments and Interest. Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of date of invoice. All accounts past due 60 days from date of invoice shall pay interest at the rate of 18% (1.5% per month), or maximum allowable by law, whichever is lower, of the past due amount per month.

STANDARD TERMS & CONDITIONS

IX. Cessation of Services. If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 30 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, **and shall defend and indemnify Dunaway Associates, LLC** from and against any claims for injury or loss stemming from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

X. Legal Action. Subject in all respects to the other provisions of this Agreement, in the event legal action is necessary to enforce the payment terms of this Agreement, the prevailing party in any such action shall be entitled to collect any judgment or settlement sums due, plus reasonable attorney's fees, court costs and other reasonable expenses incurred by the prevailing party in connection with such collection action.

XI. Dispute Resolution and Termination. In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section VII.

XII. Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, LLC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Dunaway Associates, LLC further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

XIII. Surveying Regulations. Land Surveying in the State of Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, telephone number (512) 440-7723.

Dunaway Associates, LLC Survey Firm Registration #10098100
Dunaway | UDG Survey Firm Registration #10065900

XIV. Reimbursable Expenses. Other charges which may apply to the Client's project include:

A. Expenses included in 2% Administrative Fee: mileage, parking, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.

B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.

C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at his option, contract directly with the third party for such services or through Dunaway Associates, LLC If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the net amount of such contracts.

Dunaway reserves the right to amend this fee policy at any given time.

XV. Certifications, Guarantees and Warranties. Dunaway Associates, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.

XVI. Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

XVII. Miscellaneous.

A. Intellectual Property. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable.

B. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

C. Counterparts. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.

D. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas and the parties hereto agree and consent that venue for all purposes shall be in Tarrant County, Texas.

E. Proposal Expiration. The terms stated in the proposal are valid only if executed by both parties within 90 days from the date of the proposal.

F. Free Publicity. Dunaway Associates, LLC has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider a Resolution authorizing an amendment to Professional Services Agreement 23-0004 with Dunaway Associates for additional professional engineering services as part of the Softwood Drive Sanitary Sewer Aerial Crossing Repair Design Project in the amount of $14,450.00, not exceeding a total contract amount of $99,250.00.

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:
Jacqueline R. Culton, MBA, PE, Director of Public Works (Interim)

BACKGROUND/HISTORY:
The City of Duncanville experienced significant rainfall and subsequent stormwater runoff in August 2022. These intense rainfall events caused significant river flows in the Bentle Branch tributary of Ten Mile Creek. One of the City's existing 6" sanitary sewer aerial pipelines, which crosses over Bentle Branch near 383 Softwood Drive, sustained damage during these storms. The damage compromised the upstream end of the steel casing of the aerial crossing and vitrified clay carrier pipe. Visual inspection also showed significant erosion on the south side of the riverbank at Bentle Branch, where the casing and carrier pipe damage occurred.

On October 18, 2022, the City of Duncanville City Council approved a Professional Engineering Services Agreement with Dunaway Associates in the amount of $84,800.00.The scope of work for this design project includes topographic survey, easement services, geotechnical investigations, structural design of aerial crossing casing and pier supports, engineering plans of gabion wall for approximately 100' of bank protection to correct erosion on the south side of the riverbank, and engineering plans to replace approximately 300 linear feet of 6" sanitary sewer aerial crossing from Softwood Drive to the existing TRA manhole. Scope additionally includes bid and construction phase services.

City staff issued the Notice to Proceed to Dunaway in November 2022, and design is underway. City Staff recently determined that additional design services were needed to stabilize the north bank of Bentle Branch Creek, where the sanitary sewer crosses. For this additional work, Dunaway has

requested a contract amendment, as outlined in Exhibit A, in the amount of $14,450, to design the modular block gravity wall on the north bank and revise the pier design to further stabilize the north bank.

POLICY EXPLANATION:
Dunaway Associates has provided civil and structural engineering, planning, and surveying services for 62 years. They have extensive experience performing the type of work specified in the agreement. They have successfully completed several design projects for the City of Duncanville, including the Danieldale Road Pavement and Utility Replacement project.

Professional Engineering Services are exempt from cost-competitive bidding under the Texas Procurement Chapter 2254.002. The City relies on consulting engineering firms selected based on qualification and competence for specialty design work.

FUNDING SOURCE:

ORG and Object Number
17100000-708102 (Utility CIP Water Projects/Construction)

Available Budget	**Purchase Amount**	**After Encumber**
$496,173.34	$14,450.00	$481,723.34

ACTION ALTERNATIVES:
1. Authorize an amendment to Professional Services Agreement 23-0004 and approve funding in the expenditure amount of $14,450.00.
2. Do not authorize an amendment to Professional Services Agreement 23-0004 nor approve funding in the expenditure amount of $14,450.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-081 - Softwood Aerial Crossing Repair Design Contract Amendment with Exhibit

RESOLUTION NO. 2023-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT 23-0004 WITH DUNAWAY ASSOCIATES FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES AS PART OF THE SOFTWOOD DRIVE SANITARY SEWER AERIAL CROSSING REPAIR DESIGN PROJECT ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," IN THE AMOUNT OF $14,450.00, NOT EXCEEDING A TOTAL CONTRACT AMOUNT OF $99,250.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to making infrastructure improvements to the quality and capacity of the overall utility infrastructure; and

WHEREAS, on October 18, 2022, the City Council of the City of Duncanville, Texas, authorized Professional Services Agreement 23-0004 for the design of Softwood Drive Sanitary Sewer Aerial Crossing repair and reinforcement of the creek embankments; and

WHEREAS, an amendment to Professional Services Agreement 23-0004 is proposed for additional professional engineering services associated with the project; and

WHEREAS, the City of Duncanville has $14,450.00 available in the FY23 Utility Fund for this expenditure; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize an amendment to Professional Services Agreement 23-0004 with Dunaway Associates for additional professional engineering services as part of the Softwood Drive Sanitary Sewer Aerial Crossing Repair Design Project in the amount of $14,450.00, not exceeding a total contract amount of $99,250.00

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an amendment to Professional Services Agreement 23-0004 with Dunaway Associates for additional engineering design services as part of the Softwood Drive Sanitary Sewer Aerial Crossing Repair Design Project, attached hereto and incorporated herein as Exhibit "A," in the amount of $14,450.00, not exceeding a total contract amount of $99,250.00.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the Interim City Manager, or 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 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

AUTHORIZATION FOR CONTRACT AMENDMENT

Date:	07/28/2023	**Amendment No.:**	1	**Dunaway Project No.:**	B008878.001
Project Name:	Sanitary Sewer Aerial Crossing Repair Design City Contract #23-0004				
Attn:	Ms. Jackie Culton, PE				
Client:	City of Duncanville				
Address:	203 E. Wheatland Road, Duncanville, TX 75138-0280				

Services covered by this authorization shall be performed in accordance with the Professional Services Contract under the original City Resolution 23-0004 dated November 7th, 2022.

ORIGINAL CONTRACT AMOUNT:	$84,800.00	Lump Sum Services
CONTRACT AMENDMENT #1 AMOUNT:	$14,450.00	Lump Sum Services
TOTAL REVISED CONTRACT AMOUNT:	$99,250.00	Lump Sum Services

Client hereby requests and authorizes Dunaway Associates, LLC (Dunaway) to perform the following additional services:

DETAILED SCOPE OF WORK

1. Sanitary Sewer Design (North Modular Block Gravity Wall).....$6,000.00 Lump Sum

   Perform engineering design of approximately 40 linear feet of a modular block gravity wall (horizontal & vertical) on the north bank of Bentle Branch Creek. This will protect the proposed pier that is being installed within the northern bank of the sewer aerial crossing:

   Deliverables

   - Plan & profile sheets, cross sections for the north gravity wall, typical sections for the north gravity wall, and details specific to the north gravity wall to tie-into existing conditions. This will be incorporated into the Final (90%) Design package for City review.

2. Structural Redesign (Aerial Crossing).....$1,500.00 Lump Sum

   Perform engineering redesign of the pier and pier supports. This redesign will utilize previously obtained geotechnical bores retrieved on the north bank of Bentle Branch Creek and supplementary structural soil information provided by the geotechnical engineer.

- Revised design will utilize 36" diameter piers, an I-beam support for the casing pipe, concrete pipe supports at the top of each pier, pipe straps for the casing pipes, and necessary connection details.

Deliverables

- Revised structural detail sheets to be incorporated into the Final (90%) Design package for City review.

3. Structural Design (North Modular Block Gravity Wall).....$4,950.00 Lump Sum

Perform engineering design of a modular block gravity wall on the north bank of Bentle Branch Creek. This wall will be approximately 20-feet in height. This design utilize previously obtained geotechnical bores retrieved on the north bank of Bentle Branch Creek and supplementary structural soil information provided by the geotechnical engineer.

Deliverables

- Structural notes, details for the north gravity wall, and section and section detail sheets will be incorporated into the Final (90%) Design package for City review.

If the proposed scope of this amendment meets with your approval, please sign below and return one copy to our office as our notice to proceed.

Respectfully submitted,

DUNAWAY ASSOCIATES, LLC,
a Texas limited liability company

Quinten Plumer

Quinten D. Plumer, P.E.
Discipline Lead | Associate

Agreed & Accepted

CITY OF DUNCANVILLE, TX

By: _____

Name: _____

Title: _____

Date: _____

Enclosure

QDP/qdp

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider a Resolution approving the terms and conditions of Amendment No. 1 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed site household hazardous waste collection location from October 1, 2023, through September 30, 2024, as part of the Dallas Area Household Hazardous Waste Network, for a cost not to exceed $53,481.00.

Vision Statement:

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

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **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:
Jacqueline R. Culton, MBA, PE, Director of Public Works (Interim)
David Dunn, Assistant Utilities Superintendent

BACKGROUND/HISTORY:
The City of Duncanville has participated in the Dallas County Household Hazardous Waste ("HHW") Network since 1994. Sixteen cities and unincorporated Dallas County are HHW Network Member Cities. The hazardous waste program aims to protect water quality by eliminating household hazardous waste from landfills and stormwater discharges.

As a member of this HHW Network, Duncanville residents can dispose of household chemicals not only at Duncanville's annual spring community hazardous waste collection event but also at collection events held by other member cities. Additionally, residents can dispose of household chemicals year-round at Dallas County's Home Chemical Collection Center, located at 11234 Plano Road in Dallas.

The City's most recent HHW event was conducted on March 25, 2023, in the Duncanville Senior Center, James Collins Blvd parking lot. It was a success. Four hundred and seven households participated, and 42,225 pounds of hazardous waste was collected. The HHW collection event date for the upcoming fiscal year has not yet been determined but will likely be scheduled for early spring.

The City of Duncanville and Dallas County entered into the most recent agreement on September 6, 2022, for Duncanville to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 4, 2022, through September 30, 2023, with options to renew for four additional, one-year terms.

The proposed Amendment No. 1 will continue the Household Hazardous Waste Program through fiscal year 2024. Duncanville's individual City budget limit of $53,481.00 for the upcoming fiscal year will fund the disposal, setup, operational, capital, and transportation costs for HHW collection for residents of the City.

POLICY EXPLANATION:
Participation in the FY2024 HHW Program will provide the City of Duncanville with household hazardous waste disposal services, limit the potential for pollution, and help the City meet its FY2024 federal stormwater permit requirements for public education and measurable public involvement.

FUNDING SOURCE:

ORG and Object Number
19011000-700450 (Sanitation Admin/Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
$53,481.00	$53,481.00	$0.00

ACTION ALTERNATIVES:
1. Approve the terms and conditions of Amendment No. 1 to the Household Hazardous Waste Interlocal Agreement for a cost not to exceed $53,481.00.
2. Do not approve the terms and conditions of Amendment No. 1 to the Household Hazardous Waste Interlocal Agreement for a cost not to exceed $53,481.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - FY2024 Household Hazardous Waste Collection Program Cost Breakdown
Resolution No. - 2023-083 - Amendment No. 1 to Household Hazardous Waste Interlocal Agreement with Exhibits

Attachment 1

FY2024 Household Hazardous Waste Collection Program Cost Breakdown (Estimate)

Payments to the Dallas County HHW Program

Setup Costs and HHW Disposal Fees for Duncanville's Annual Household Hazardous Waste Event	$30,000.00
HHW Disposal Fees for Duncanville Residents' Using the Home Chemical Collection Center	$3,500.00
FY2024 Annual Share of HHW Program Operational and Capital Budget	$19,981.00
Total	$53,481.00

RESOLUTION NO. 2023-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AMENDMENT NO.1 TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF DUNCANVILLE, TEXAS, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," TO PROVIDE HOUSEHOLD HAZARDOUS WASTE SERVICES, INCLUDING A DISPOSAL EVENT AND DISPOSAL SERVICES AT THE DALLAS COUNTY FIXED-SITE HOUSEHOLD HAZARDOUS WASTE COLLECTION LOCATION FROM OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, AS PART OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK, FOR A COST NOT TO EXCEED $53,481.00; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of an HHW collection program; and

WHEREAS, the City of Duncanville, Texas, and Dallas County entered into an agreement on September 6, 2022, attached and incorporated herein as Exhibit "B", to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 4, 2022, through September 30, 2023, with options to renew for four additional one-year terms; and

WHEREAS, the Dallas County Commisioners Court adopted Court Order 2023-0727 on June 20, 2023, approving the continuation of the Household Hazardous Waste Program, its FY2024 interlocal agreement with participating cities, and the program's FY2024 budget.

WHEREAS, the City of Duncanville, Texas, and Dallas County desire to exercise the option to renew the agreement by executing Amendment No. 1, which continues the program through FY2024 and updates the overall program budget and the individual city budgets for the new fiscal year; and

WHEREAS, the HHW Network has successfully served the residents of the participating local governments since its inception in 1994 and is prepared to continue its services.

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 the terms and conditions of Amendment No. 1 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, attached hereto and incorporated herein as Exhibit "A," to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed site HHW collection location from October 1, 2023, through September 30, 2023, as part of the Dallas Area Household Hazardous Waste Network, for a cost not to exceed $53,481.00.

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

SECTION 3. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

STATE OF TEXAS §
§
COUNTY OF DALLAS §

AMENDMENT NO. 1
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
(The "Agreement")
BETWEEN
DALLAS COUNTY
AND
CITY OF DUNCANVILLE
(The "City")
A MEMBER CITY OF
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK

WHEREAS, on, June 20, 2023, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement ("Agreement") that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2022-0661; and

WHEREAS, the proposed Amendment No.1, along with the attachment C2024, will serve to continue the Household Hazardous Waste Program through fiscal year 2024, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 1 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County.

NOW THEREFORE, by execution of this Amendment No. 1, the Agreement is amended hereby with respect to the items and features described in the Articles below.

I.
PURPOSE

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

II.
AMENDED PROVISIONS

A. The new term of the Agreement shall be October 1, 2023, through September 30, 2024.

B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:

1. "A sum not to exceed $53,481.00 for disposal, setup, operational, capital, and

transportation costs for HHW collection for residents of the City during the period from October 1, 2023 through September 30, 2024. This figure is based on the program's annual budget contained in **Exhibit C2024** which is incorporated herein for all purposes.

a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
b. Operational and capital costs shall be paid quarterly in advance.
c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation, but will become immediately due and payable in full."

C. Exhibit C2023 of the Agreement entitled *FY2023 HHW Program Budget Summary* shall be deleted and replaced with the attached Exhibit C2024 entitled *FY2024 HHW Program Budget Summary*.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and City of Duncanville, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 1 to the Agreement.

EXECUTED THIS the _____day of _____, 2023.

DALLAS COUNTY:

_____
BY: Clay Lewis Jenkins
County Judge

APPROVED AS TO FORM:*
John Creuzot
District Attorney

_____
BY: Lacey B. Lucas

CITY OF DUNCANVILLE:

_____
BY:

ATTESTED TO:

BY: _____

APPROVED AS TO FORM:

BY: _____

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Exhibit C2024

FY2022 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY2024 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 23, 2023, and replaces the language contained in Exhibit C2022 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2022-0661.

- Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.
- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.
- Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***
- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget during the term of the Agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the operating budget when these transfers do not exceed $5,000. Budget adjustments in excess of $5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	$ 592,626
Operating Costs	$ 238,625
Capital Expense	$ 100,000
Sub-Total	$ 931,251
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	$ 1,404,000
TOTAL PROGRAM BUDGET	**$2,335,251**

Exhibit B

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN DUNCANVILLE AND DALLAS COUNTY

WITNESSETH:

WHEREAS, the City of Duncanville, Texas, (the "City") wishes to enter into this agreement (the "Agreement") to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2022, through September 30, 2023, with options to renew for four additional one-year terms; and

WHEREAS, Dallas County, Texas acting by and through the Dallas County Commissioners Court ("County") approves the City's participation in the HHW Network; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating local governments since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2022 program. The terms and conditions set forth within this Agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW

collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see attached **Exhibit A2023**) has been reviewed and approved by the HHW Network. The parties agree **Exhibit A2023** is incorporated herein for all purposes. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, will become an addendum to this Agreement which is automatically incorporated upon mutual execution of the parties.

I. TERM

The Term of this Agreement will begin on the date executed below by the parties and continue until September 30, 2023.

II. NOTICE

Any notice, demand, or request related to this Agreement must be in writing and sent by U.S. Certified or Registered Mail to the designated contact at the address below. A notice, demand, or request will be considered received by the addressee three (3) business days after the date the notice, demand, or request was sent by U.S. Certified or Registered Mail to the contact at the address below.

Dallas County Contact
Earle Blakney
HHW Program Manager
Dallas County
11234 Plano Road
Dallas, TX 75243
PHONE: (214) 553-1765
FAX: (214) 553-6507

With Copy to:

Russell Roden
Chief, Civil Division
Dallas County
District Attorney's Office
411 Elm Street

City Contact (Name, Title, Address, Phone, Fax)
Jacqueline R. Culton, PE, MBA
Managing Director of Public Works (Interim)
203 E Wheatland Rd
Duncanville, TX 75116
PHONE: (972) 780-5016

5th Floor
Dallas, Texas 75202

III. COUNTY RESPONSIBILITIES

During the Term of this Agreement, the County agrees to the following provisions:

1. To provide HHW Network project management, HHW Network disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions.

2. To enter into an agreement with disposal vendor(s) to provide household hazardous waste services including a series of disposal events and disposal services at the County's fixed-site HHW collection locations. The County recognizes and agrees that compensation for vendors under such agreements will be payable only to the extent that City funds are made available.

3. To provide two representatives on the HHW Network.

4. To provide, manage, operate, and maintain a site at 11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center ("Collection Center").

5. To provide regular reports to the City regarding collection statistics taken from event surveys.

IV. CITY RESPONSIBILITIES

During the Term of this Agreement, the City will provide:

1. A sum not to exceed $ $58,264.00 for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City, during the period from October 1, 2022 through September 30, 2023. This figure is based on the program's annual budget contained in **Exhibit B2023** which is incorporated herein for all purposes.
   a) The City agrees collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the Collection Center.
   b) The City agrees operational and capital costs must be paid quarterly in advance.
   c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.

2. Evidence that funding has been committed and encumbered which will be

available for the obligations set forth herein in an appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.).

3. A request to the County in writing when the City wishes a collection event to be held within the City's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.

4. Onsite representation at HHW collection(s) within its jurisdiction.

5. Notification to the County in writing at least sixty (60) days prior to withdrawal from this agreement by the City.

6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for vendor's disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges and agrees its financial responsibility is determined by a proportional share of the program Operational and Capital Budgets, based on the City's percentage of total single-family households served and using single-family household projections. The Operational and Capital Budgets will be determined by the County and the HHW Network. No participating City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in **Exhibit C2023** which is incorporated herein for all purposes, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.

2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the HHW Network regarding expenditures of funds for the HHW Program.

3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of

events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.

4. Pay for all routine maintenance at the Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, the County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the County, its agents, officers and/or employees. To the extent allowed by law, and without creating a sinking fund, the City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers will be determined in accordance with the comparative responsibility laws of the State of Texas.

This Agreement is made solely for the benefit of the parties, and nothing herein will be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County's and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This agreement may be renewed on October 1 of each year for four additional one-year terms by mutual agreement of the parties. Either party may withdraw from this Agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other

person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding entity, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other HHW Network entities. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

VIII. PAYMENT

The City, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), must provide payment within thirty (30) days to the County per this Agreement and any addendum(s) to this Agreement. If the City fails to pay within thirty (30) days, the City will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts will be suspended until an accurate figure has been documented and re-submitted to the City by HHW Network staff. Upon written request from the City, invoices from the County must be accompanied by copies of all participant surveys and other relevant backup documents to the invoice. Payments required under this Agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms or conditions of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party may, upon written notice to the other, terminate this Agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not

affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This Agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto will inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL OR STATE FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The City has a duty to mitigate damages.

XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender, and any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order 2022-0661 passed on the 21 day of June,

COUNTY:

EXECUTED THIS 22 DAY OF July, 2022.

Clay Lewis Jenkins

BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

RECOMMENDED BY:

Digitally signed by Christopher Hooper
DN: cn=Christopher Hooper, o, ou, email=Christopher.Hooper@dallascounty.org, c=US
Date: 2022.07.08 08:59:31 -05'00'

BY: Chris Hooper
Director
Consolidated Services
Dallas County, Texas

APPROVED AS TO FORM*:

John Cruezot
District Attorney
Dallas County, Texas

Digitally signed by /s/ Lacey Lucas #385
Date: 2022.07.07 10:41:20 -05'00'

BY: Lacey Lucas
Assistant District Attorney
Civil Division
Dallas County, Texas

*By law, the District Attorney's office may only advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal Perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

HHW Interlocal Agreement 2023

CITY:

The City of Duncanville has executed this Agreement pursuant to Resolution Number 2022-074 the 6th day of September, 2022.

EXECUTED THIS 6th DAY OF September, 2022.

BY: Mayor

APPROVED AS TO FORM:

BY: City Attorney

Exhibit A2023
Scope of Services

Overview

For the Term of this Agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to direct and manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. The County will oversee the operation of a fixed-site Collection Center for year-round access in addition to the aforementioned collection events. The County may provide transportation of materials between the Collection Center and city-owned satellite collection stations that are available to all participating cities as an adjunct to the Collection Center.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the Collection Center on a year-round basis.

For all one-day community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The host city will provide for traffic control and site security, and will have an onsite City representative for the duration of any collection held within its jurisdiction. The host city will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Collection Center site, project management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities and/or

through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on the most current single-family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants. All satellite collection centers must be owned and staffed by the host city and available to residents of all HHW Network cities. All satellite station costs for operations, personnel, and facility maintenance will be funded by the host city. Vehicles and supplies for handling and packing will be provided by the HHW Network through funding for the HHW Program.

All overhead for the Household Hazardous Waste Program and Collection Center will be funded through the HHW Network operating and capital budgets. Each participating city must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County.

Operational and capital costs will be paid quarterly in advance. The City will pay a percent of the operational and capital costs equivalent to its percent of the total of single-family households in all participating cities. Single-family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection Center disposal costs will be billed to the city at the end of each billing period, according to the number of residents participating during the billing period. Satellite station disposal costs will be billed to the City at the end of each billing period, applying the Collection Center billing rate to the number of residents using the Satellite station. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors with the funds received from the participating cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

- The city may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the term of the Agreement; or

- The city may decide to continue to allocate funds and allow its residents to participate in the collection center and future events to be held in the Agreement year. *

* If a city decides to continue to fund costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the City must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW collection during the period in which it wishes to extend its payment obligations and specifies a new not-to-

exceed budget limit.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay their own collection fees in order to dispose of their HHW at the Collection Center or community collection event sites until an addendum is added to the Agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of the HHW program is to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this program will:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.

2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.

3. Involve as many cities as possible in the HHW Network.

4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.

5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.

6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.

7. Divert a substantial amount of HHW from municipal landfills.

8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.

9. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas Cooperative Extension Services, and the Southwest Institute of Forensic Sciences.

Special Training Requirements

Dallas County, as Operator, will be responsible for providing personnel at all collection locations. Those personnel may be county, city, volunteer, or contract personnel. The County will ensure that all personnel involved in collection activities have received training appropriate to their duties as specified in Texas Administrative Code Title 30, Section 335.407.

All citizen volunteers must attend a brief onsite orientation session prior to assisting with collection activities. This orientation will be provided by Dallas County HHW Program staff. Citizen volunteers will be restricted from entering areas where hazardous materials are handled, and their activities will be limited to taking surveys, distributing educational literature, processing non-hazardous recyclables and assisting with traffic control.

Records and Reporting

The Program Manager and staff must prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports must be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys must be computerized. A final report must be presented within 90 days of the end of each collection event, fiscal quarter, and fiscal year. The final report must include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

Exhibit B2023

FY2023 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for fiscal year 2023 ("FY23") as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 31, 2022 and the Dallas County Commissioners Court on June 21, 2022.

The Operational Budget includes personnel and operating costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe benefits. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.

Capital Expense Budget costs are provided by the cities based on single-family household projections published by the North Central Texas Council of Governments. These funds are set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

The Collection/Disposal Budget is comprised of vendor costs for collection services, contract labor, and materials disposal. These costs vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

Budget adjustments made during the Term of the Agreement must not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the budget when these transfers do not exceed $5,000. Budget adjustments in excess of $5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET	
Personnel Costs	$ 581,001
Operating Costs	$ 210,325
CAPITAL EXPENSE BUDGET	$ 93,000
COLLECTION / DISPOSAL BUDGET	$ 1,158,000
TOTAL PROGRAM BUDGET	**$2,042,326**

Proportional Shares of FY2023 Operational and Capital Budget *
Based on Estimated SINGLE FAMILY HOUSING UNITS **

City	Service Area Based on Single Family Households as per Current Estimates**	Percent of Service Area	FY22 Annual Share of Operational and Capital Budgets*	FY23 Annual Share of Operational and Capital Budgets*	FY23 Quarterly Share of Operational and Capital Budgets*
Addison	1,794	0.36%	$ 2,479	$2,937	$734.25
Dallas	238,164	48.11%	$ 391,795	$391,779	$97,944.75
De Soto	16,034	3.24%	$ 22,155	$26,389	$6,597.25
Duncanville	11,436	2.31%	$ 16,071	$18,816	$4,704.00
Farmers Branch	8,852	1.79%	$ 12,092	$14,581	$3,645.25
Garland	62,807	12.69%	$ 89,745	$103,343	$25,835.75
Highland Park	3,078	0.62%	$ 4,807	$5,054	$1,2633.50
Irving	42,602	8.60%	$ 58,878	$70,037	$17,509.25
Mesquite	37,001	7.47%	$ 54,292	$60,835	$15,208.75
Richardson	31,564	6.38%	$ 42,360	$51,959	$12,989.75
Rowlett	18,957	3.83%	$ 26,208	$31,194	$7,798.50
Sachse	7,638	1.54%	$ 10,587	$12,546	$3,136.50
Seagoville	3,908	0.79%	$ 5,333	$6,438	$1,609.50
Sunnyvale	2,667	0.54%	$ 2,554	$4,402	$1,100.50
University Park	7,568	1.53%	$ 10,437	$12,464	$3116.00
Wilmer	937	0.19%	$ 1,277	$1,552	$388.00
TOTAL	495,007	100%	$751,070	$814,326	$203,581.50

Exhibit C2023

BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK

Article I: Name

The name of this organization is the **Dallas Area Household Hazardous Waste Network** (hereafter referred to as the "**HHW Network**").

Article II: Mission

The purpose of the HHW Network is to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. Any city requesting membership must provide an official written notice of the name of the individual to be designated as the HHW Network member. Once designated, an individual member must arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge will name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- one member representing Dallas County, other than the County's voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

Term - each of the designated individuals will serve until his/her successor is designated.

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings must be public meetings open to all participants. The Project Manager of the

HHW Network must establish an email list for notification of all meetings, and must include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum will consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager will preside at all meetings. The HHW Program Manager and staff will be responsible for all staff work and notifications related to the Network. The Program Manager must not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as the HHW Network considers necessary to carry out the work of the organization.

Finance Committee - The Finance Committee must consist of representatives of each city that has made a binding commitment to participate in a disposal program and the County's voting member. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to or approved by the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws will become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present will become part of the bylaws.

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider a Resolution authorizing the vehicle make-ready services with Jr's Custom Auto for the upfitting of the Police SWAT Van in the expenditure amount not to exceed $45,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Mark LiVigni – Chief of Police
Asa Low – Equipment Services Superintendent

BACKGROUND/HISTORY:
The SWAT van was to be replaced in the FY19 budget but due to COVID and having subsequently received and refused two vans that did not meet specifications, the van was not received and accepted until June 2023.

On February 7, 2023, the City Council approved a purchase agreement with Park Place Motorcars Arlington to purchase a cargo van for the SWAT team in the expenditure amount of $79,686.00. The cargo van was received by the police department on June 21, 2023. The cargo van is stock and does not have equipment and safety features installed for safety.

POLICY EXPLANATION:
The cargo van is currently a shell and needs to be upfitted with seating, storage, compartments, insulation, windows, and other features to enhance officer safety and increase the SWAT team's abilities.

The Police Department has conducted extensive research to identify local vendors that can complete the upfitting needed for the SWAT van. Multiple companies were contacted, including companies

specializing in the upfitting of patrol vehicles. All companies contacted either advised they were unable to complete the project or referred us to JR's Custom Auto. JR's Custom Auto was contacted and identified as the only local vendor able to complete the project.

JR's Custom Auto advised they can complete all necessary upfitting in-house. Furthermore, they advised they are able to prioritize the van project and begin immediately. In addition, JR's Custom Auto has provided an extraordinary level of customer service and is highly recommended by dealerships and patrol vehicle upfitters throughout the metroplex.

FUNDING SOURCE:

ORG and Object Number
415-700885 (Fleet/Equip Repr/Replace Fund)

Available Budget	**Purchase Amount**	**After Encumber**
$363,972	$45,000	$318,972

ACTION ALTERNATIVES:

1. Approve and authorize the upfitting of the SWAT Van by JR's Custom Auto.
2. Do not approve and authorize the upfitting of the SWAT Van by JR's Custom Auto.
3. Other actions as directed by City Council.

ATTACHMENTS:
Attachment 1 - JR's Custom Auto - Sole Source Memo
Attachment 2 - Resolution No. - 2023-073 - Upfitting - SWAT Van

City of Duncanville
203 E. Wheatland Rd
Duncanville, TX 75116
972.780.4900 P | 972.780.4949 F
www.duncanvilletx.gov

Memo

Date	August 7, 2023
To	Mayor and Council
Thru	Robert D. Brown, Jr., City Manager (Interim)
Thru	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer
Thru	Mark LiVigni (Chief of Police)
From	Matthew Stogner, Assistant Chief of Police
Subject	Sole Source for JR's Custom Auto

Request:

Approve JR's Custom Auto as the sole source contractor for the upfitting of the SWAT van.

Justification:

On February 7, 2023, the City Council approved a purchase agreement with Park Place Motorcars Arlington to purchase a cargo van for the SWAT team in the expenditure amount of $79,686.00.

The Duncanville SWAT team utilizes a sprinter van during activations for various high-risk situations and critical incidents. The SWAT van is used to transport personnel and lifesaving equipment. The van provides maneuverability, flexibility, and the ability for team members to deploy rapidly. The van will also be used if an injured officer needs to be evacuated from an active and dangerous incident and rapidly transported to a hospital.

Champions

The new SWAT van is currently a shell of a cargo/sprinter van and needs to be upfitted with seating, storage compartments, insulation, windows, and other features that will enhance officer safety and increase the SWAT team's abilities.

The Police Department has conducted extensive research to identify local vendors that can complete the upfitting needed for the SWAT van. Multiple companies were contacted, including companies specializing in the upfitting of patrol vehicles. All companies contacted either advised they were unable to complete the project or referred us to JR's Custom Auto. JR's Custom Auto was contacted and identified as the only local vendor able to complete the project.

JR's Custom Auto advised they can complete all necessary upfitting in-house. Furthermore, they advised they are able to prioritize the SWAT van project and begin immediately. In addition, JR's Custom Auto has provided an extraordinary level of customer service and is highly recommended by dealerships and patrol vehicle upfitters throughout the metroplex.

City staff recommends approval of JR's Custom Auto as the sole source contractor for the custom outfitting of the SWAT van.

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RESOLUTION NO. 2023-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE VEHICLE MAKE-READY SERVICES WITH JR'S CUSTOM AUTO FOR THE UPFITTING OF THE POLICE SWAT VAN IN THE EXPENDITURE AMOUNT NOT TO EXCEED $45,000.00; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to make ready or upfit the Police SWAT Van for enhanced officer safety; and

WHEREAS, the City Council for the City of Duncanville agrees that the only source available to complete this make-ready/upfitting is JR's Custom Auto.

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 the make-ready or upfitting services from JR's Custom Auto in the expenditure amount not to exceed $45,000.00.

SECTION 2. That the City Council for the City of Duncanville authorizes the City Manager 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 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

JR's Custom Auto

James Reeves, Inc.

150 East Airport Freeway Irving, TX. 75062
972-438-4902
www.jrscustomauto.com

Salesperson: James Reeves
Email:Jr31459@gmail.com
Cell: 972-877-5744
Office: 972-438-4902

QUOTE

Date: 07-05-2023

Customer	Contact Information	Vehicle Information	VIN#
Nathan Roach	NRoach@duncanvillepd.com 972-780--5026	2023 Mercedes Sprinter Van 170 Extended High Roof	VIN# Miles:

Description	Line total
Wood Flooring with Black Rubber Liner	$3,750.00
2 Small Foldable Jumps Seats	$3,900.00
Full Insulation	$3,750.00
Ful Length Grab Handles in Roof	$2,500.00
Full Length Storage Cabinets	$3,500.00
Lower Walls in Grey Burlap	$3,950.00
Mercedes Black Factory Window Trim	$2,900.00
Mercedes Black Plastic Corner Pieces that trim the corners	$1,850.00
Cushions in tough materials for top of storage boxes	$2,250.00
Red & White Interior Lighting	$1,500.00
2500 Watt Invertor with 2 Dual 110 Plugs & 4 Plug ins	$1,299.00
2 Side Windows on Sliding Doors	$2,390.00
2 Rear Door Windows	$1,198.00
Limo Tint Windows	$890.00
Partition with window & door in Middle	$2,250.00
Backwoods Front Bumper with Grill Guard & 3 sets of lights	$4,690.00
****Deposit Required $10,000.00****	
Subtotal	$42,567.00
Sales Tax	TAX EXEMPT
Total	$42,567.00

Quotation prepared by: James Reeves

This is a quotation on the goods named, subject to the conditions noted below: All sales final, payment due upon receipt.

Pricing includes parts, labor, and freight. We accept cash, debit or credit card, wire transfers, and cashier's check. If payment is made by credit card there will be a 3% surcharge fee applied.

Thank you for your business!

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider a Resolution approving the renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of $138,671.30 for a two-year term.

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:
Sam Rohde, Fire Chief
Kevin Bragg, EMS Division Chief

BACKGROUND/HISTORY:
The Duncanville Fire Department, as well as many other fire departments, have obtained biomedical on-line supervision pre-hospital emergency medical control services ("BioTel/EMS System") under an interlocal agreement with the Dallas County Hospital District d/b/a Parkland Health & Hospital System. To be in compliance with Texas Health and Safety Code, Chapter 773, the City of Duncanville Fire Department is required to have medical direction. The Texas Department of State Health Services requires every system providing Emergency Medical Services (EMS) to do so under an Emergency Medical Services Provider license.

In addition to medical direction, the Texas Department of State Health Services also requires every paramedic in our system to maintain either their paramedic licensure or paramedic certification to function as a paramedic in the State of Texas and under our Emergency Medical Services Provider license. Furthermore, if the paramedic is Nationally Registered, the Duncanville Fire Department requires they maintain that certification also. To be in compliance with this Texas Health and Safety Code, it requires the City of Duncanville Fire Department assure each paramedic has one hundred forty-four (144) hours of continuing education every (4) four years in certain categories. The National Registry requires a total of (72) seventy-two hours of like CE every (2) two years. Effective as of October 1, 2023, Paramedic continuing education will be included as part of BioTel services, as they are taking over the Paramedic continuing education services for UTSW.

POLICY EXPLANATION:
Interlocal agreements between political subdivisions of the state require City Council approval.

Budget cost below are estimated off FY24 projected budget approval.

FUNDING SOURCE:

ORG and Object Number
01077300-700450 - CONTRACTUAL SERVICES (FY24 - $68,789.36; FY25 - $69,881.94)

Available Budget	Purchase Amount	After Encumber
$68,789.36	$68,789.36	$0.00

ACTION ALTERNATIVES:
1. Approve renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of $138,671.30 for a two-year term.
2. Do not approve renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services.
3. Other actions as directed by Council.

ATTACHMENTS:
Exhibit "A" - Duncanville. Agreement BioTel Services Fourth Renewal - Updated
Resolution No. - 2023-075 - Renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services - Pdf

STATE OF TEXAS §
§
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT AMENDMENT AND FOURTH RENEWAL

This Interlocal Agreement Amendment and Fourth Renewal ("Amendment and Renewal") is entered into by and between the CITY OF DUNCANVILLE, TEXAS ("CITY") and the Dallas County Hospital District d/b/a Parkland Health, formerly Parkland Health & Hospital System ("PARKLAND").

WHEREAS, PARKLAND and CITY are parties to that certain Interlocal Agreement, which was dated to be effective as of October 1, 2016, (the "Agreement"); and

WHEREAS, the Agreement was renewed pursuant to agreement of the parties via an Interlocal Agreement Renewal, which was dated to be effective as of October 1, 2017, (the "Renewal"); and

WHEREAS the Agreement was amended and renewed pursuant to agreement of the parties via an Interlocal Agreement Second Renewal, which was dated to be effective as of October 1, 2019, (the "Second Renewal"); and

WHEREAS the Agreement was amended and renewed pursuant to agreement of the parties via an Interlocal Agreement Third Renewal, which was dated to be effective as of October 1, 2021, (the "Third Renewal"); and

WHEREAS PARKLAND and CITY wish to further amend and renew such Agreement in the manner which is more fully set forth below; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, PARKLAND and CITY hereby agree as follows:

1. Pursuant to Section V.1 of the Agreement, the term of the Agreement shall be renewed for a twenty-four (24) month period, effective as of October 1, 2023, and terminate on September 30, 2025 ("Fourth Renewal Term").

2. Total payments by the CITY during the Fourth Renewal Term shall not exceed ONE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY DOLLARS AND NINETY FOUR CENTS ($138,670.94), which amount (or a portion thereof where Fourth Renewal Term may exceed one year) is hereby set aside and segregated for the purpose of paying for the Services in accordance with the terms of the Agreement:

3.1 Payment for the period October 1, 2023, through September 30, 2024, shall be made in one installment in the amount of $68,789.36, upon execution of this Amendment and Renewal;

3.2 Payment for the period of October 1, 2024, through September 30, 2025, shall be made in one installment in the amount of $69,881.94, upon receipt of invoice from PARKLAND.

3. Section VIII.2 of the Agreement shall be amended and restated in its entirety as follows:

> 2. EITHER PARTY may, at its option and without prejudice to any other remedy it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice. In addition, PARKLAND may terminate this Agreement on forty-five (45) days' written notice in the event PARKLAND receives notice that physician services necessary to provide the Services will terminate.

4. Exhibit A shall be modified in its entirety as attached hereto.

5. This Amendment Renewal is effective as of the 1st day of October 2023.

6. Except as modified by this Amendment Renewal, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Renewal to be executed by their respective duly authorized representatives.

Dallas County Hospital District d/b/a Parkland Health	**City of Duncanville, Texas**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Scope of Services for On-line and Off-line Medical Control for the UTSW/Parkland BioTel/EMS System

I. On-line Medical Direction

A. Staffing

1. Nurse staffing provided continuously 24/7/365
    a. In addition to continuous nurse staffing 24/7/465, additional coverage will be provided during peak times; however, such additional coverage may be through a paramedic.
    b. Coordinates in-time on-line medical direction.
2. Physician staffing continuously 24/7/365
    a. The physician responsible for coordinating all system medical control and addressing clinical issues associated with the operation of the UTSW/Parkland BioTel/EMS System ("BioTel System") shall be known as the BioTel System Medical Director.
    b. The UT SOUTHWESTERN emergency medicine physicians working within the Parkland Emergency Department shall provide medical control (i.e. medical advice and direction) when requested by CITY's paramedics who are assisting patients. Adequate BioTel System physician staffing shall be maintained twenty-four (24) hours a day, seven (7) days a week, during the term of this Agreement. A physician will answer all requests for assistance either from the BioTel System room or from the Emergency Department areas twenty-four (24) hours a day, seven (7) days a week. The physician need not be present in the radio room while assigned to, and on duty with, the BioTel System operation.
    c. BioTel System physicians shall respond to a field paramedic's request for assistance immediately after receipt of a call. PARKLAND will be responsible for monitoring and enforcing a sixty (60) second response time standard ninety percent (90%) of the time.
    d. BioTel System presently has the capability to obtain a specialized physician in the following areas: Pediatrics, internal medicine, surgical, trauma, obstetrical/gynecological, psychiatry, toxicology and cardiology. Additional sub-specialty consultation is available.
3. Miscellaneous
    a. Only registered nurses (RNs), physicians, paramedics and clerical staff shall be assigned by PARKLAND to the BioTel System program.
    b. The BioTel System program shall be adequately staffed by at least one (1) registered nurse twenty-four (24) hours a day, seven (7) days a week throughout the duration of this Agreement. Additional personnel will be assigned as needed based upon workload to provide service. A nurse or paramedic shall monitor radio communications at all times. Changes to the staffing model may be made, if necessary upon agreement between the CITY and PARKLAND.
    c. All RNs and paramedics assigned to the BioTel System program shall undergo initial training and ongoing training including the role of BIoTel and EMS in the community. They will review and be competent on the UTSW/Parkland BioTel Clinical Practice Guidelines and are instructed in

proper communication procedures relating to the BioTel System equipment

d. When notified by field personnel, BIOTEL System staff shall assist as needed in contacting a hospital to which a critical, priority patient is en route, and provide that hospital with pertinent data concerning the patient.
e. BioTel System staff shall be responsible for assisting other medical personnel in emergency situations. The BioTel System staff shall contact an Emergency Medicine physician when a request for assistance is made, and shall record all recommended treatments and maintain all appropriate records.
f. BioTel System staff shall ensure the proper functioning of all contracted BioTel System equipment.
g. Personnel assigned to the BioTel System Program shall utilize the current UTSW/Parkland B ioT e l Clinical Practice Guidelines enacted for the functioning of the BioTel System. In addition, PARKLAND may terminate this Agreement on forty-five (45) days' written notice in the event PARKLAND receives notice that physician services necessary to provide the Services will terminate. PARKLAND shall make a current copy of the UTSW/Parkland BioTel Clinical Practice Guidelines available to the CITY.
h. BioTel System staff shall monitor area hospital's capabilities and help coordinate EMS transports to appropriate facilities as provided in accordance with departmental procedures approved by the BioTel System Medical Director.
i. BioTel System staff shall maintain a current database for day-to-day medical control, as well as the monthly statistical report. The BioTel System staff will also maintain revisions to the UTSW/Parkland BioTel Clinical Practice Guidelines and perform other tasks as needed under the direction of BioTel System Management. A copy of the statistical report will be furnished to the CITY quarterly
j. The BioTel System Program Manager shall serve as the primary liaison with: Area receiving hospitals, other EMS agencies, Emergency air medical services operating in the DFW region, UT SOUTHWESTERN – Division of EMS Education, Pre-hospital providers that are not under BioTel System medical control.

B. Additional Services
    1. Social Work Program
        a. Assessment and enrolment of patients, serving as a liaison between social service agencies and CITY, and providing feedback and updates to EMS agencies.
    2. Emergency Legal Assistance Program
        a. Will provide an on-call attorney licensed to practice law in the State of Texas to advise BioTel participating field personnel regarding on scene legal questions, including seeking court authorization for treatment and/or transport when required.
        b. The Attorney will be:

(1) Familiar with delivery of Emergency Medical Services and applicable laws pertaining thereto, including, but not limited to the Medical Practice Act and the Health and Safety Code and any other applicable laws.
(2) On-call twenty-four (24) hours /day, seven (7) days a week.
(3) Expected to provide an alternate in case of his/her absence.

3. Field Amputation Team Activation at the request of CITY field paramedics, supervisors or Chief Officers or at the discretion of BioTel System staff consistent with BioTel System policy.
    a. The Team will provide supplies necessary for field amputation
    b. The Team will be ready for transport to scene within fifteen (15) minutes of activation. Estimated time of arrival may vary depending on scene location and other factors.
4. Bloodborne Pathogen Exposure Tracking
    a. Will provide a process for CITY personnel who have sustained a blood and/or body fluid exposure while on-duty to receive testing, appropriate treatment, and subsequent follow-up with Dallas County Health Department.
5. Data collection including CITY call volume to BioTel System, types of BioTel System calls, frequency and type of physician consultation, numbers of patients for whom BioTel System is notified/contacted received by area hospitals, Emergency Legal Assistance Program, Specialty Team Activation, and any other data requested by CITY.
6. Maintenance of the BioTel System room and facilities, and the records involving On-line Medical Control for the BioTel System, shall be provided by PARKLAND. The BioTel System room and facilities shall be available for reasonable use by the CITY's paramedics, provided that such use does not interfere with the medical operations and functions of the BioTel System office and facilities.
7. Continuing education (CE)
    a. Services of a continuing education instructor is to perform CE, evaluation and record keeping of all CE related activities, personalized instruction and evaluation, complete all reporting requirements of the Texas Department of State Health Services "DSHS" and respond to requested CE data base queries. Such requirements will include the required DSHS category specific to CE

C. Periodic meetings, at least quarterly, will be attempted to be scheduled between the CITY representatives and the PARKLAND and UT SOUTHWESTERN personnel who supervise the BioTel System. The purpose of the meetings shall be to assess the program and services provided and recommend improvements.

II. Off-line Medical Direction

A. Staffing

1. BioTel System Medical Director
    a. Has the ultimate responsibility for all clinical aspects of the BioTel System and shall meet all State of Texas requirements for serving as an EMS System Medical Director.

b. Be immediately available 24/7/365 for consultation or problem resolution or shall arrange for a Deputy EMS Medical Director (the "BioTel System Deputy Director") to be available in his/her place.
c. Assign to CITY a BioTel System Associate Medical Director who shall serve as CITY's day-to-day BioTel System Medical Director.
d. Be notified of all significant on-duty illness or injury to CITY EMS providers. The BioTel System Associate Medical Director shall serve as the liaison with the treating physician(s) in the hospital where the CITY EMS provider is transported to, shall serve as the CITY EMS providers' medical advocate and shall, to the extent allowed by law, advise the CITY's EMS leadership of the status of the CITY EMS providers' illness or injury. May delegate to BioTel System Deputy Medical Director or BioTel System Associate Medical Director.

2. BioTel System Deputy Medical Director
   a. Shall carry out the duties of the BioTel System Medical Director as delegated by the BioTel System Medical Director or when the BioTel System Medical Director is otherwise unavailable.
3. BioTel System Associate Medical Director
   a. Work with CITY's Chief and EMS Command Staff to ensure that the CITY's EMS operations, administration, training and special operations activities result in the delivery of quality out-of-hospital emergency medical care for the residents of and visitors to the CITY.
   b. Assist the CITY with the review and response to any clinical or clinical/operational complaint, concerns, unusual occurrence ("UO") or commendations that are brought to the attention of the CITY regarding EMS and will assist in the development and implementation of a comprehensive EMS Quality Management Plan.
   c. Work with the CITY's EMS Chief responsible for EMS to develop, implement, and evaluate EMS quality improvement activities.
   d. Be made aware of and will consult on the response to all EMS clinical claims (lawsuits) against the CITY.
   e. Ensure that the CITY provides reality-based training for its EMS providers.
   f. Interact outside of the hospital setting with the CITY's EMS providers.
   g. Approve all continuous EMS education and training of CITY's EMS providers on all UTSW/Parkland BioTel Clinical Practice Guidelines.
   h. Serve as the physician liaison to other healthcare providers in the CITY.

B. Additional Services of BioTel System Associate Medical Director?
   1. May attend regular or ad hoc meetings at the request of the CITY's leadership.
   2. May assist in the development or provision of specialized education and training for the CITY's providers.
   3. May serve as a consultant to the CITY's 911 Communications Center. The BioTel System Medical Director shall review, as requested, any EMS dispatch incidents in consultation with the 911 Center's leadership. In addition, the BioTel System Medical Director participates in tape audits and the evaluation of new dispatch protocols and/or procedures as requested.
   4. May be made aware of and will serve as a consultant in the planning and response to any EMS special event in which the CITY serves as the emergency medical provider.

5. May oversee the clinical aspects of the CITY's Mobile Community Healthcare Program (MCHP) and will be immediately available or arrange for an appropriate individual to be immediately available for consultation regarding any patient enrolled in that program.
6. In collaboration with the CITY's Chief responsible for EMS, may ensure that the CITY's policies designed to minimize the risk of exposure to blood borne pathogens reflect current best practices for similarly situated EMS agencies. Together, recommendations for changes in policy, protocol, or protective equipment are made to the CITY Chief to mitigate the likelihood of exposure to blood-borne pathogens.
7. May serve as advocate for the CITY's role in promoting Public Access Defibrillation and CPR training for the CITY.
8. May take on additional responsibilities or projects as requested by the CITY Chief following approval of the BioTel System Medical Director.

C. Hours and Rates
   1. PARKLAND shall provide four (4) hours of off-line medical direction under this Agreement at no additional cost.
   2. Additional hours for off-line medical direction will be provided at an hourly rate of $200.00 per hour.

RESOLUTION NO. 2023-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT AND RENEWAL THEREOF BETWEEN THE CITY OF DUNCANVILLE AND DALLAS COUNTY HOSPITAL DISTRICT DBA PARKLAND HEALTH & HOSPITAL SYSTEM TO PROVIDE BIOTEL/EMS SYSTEM SERVICES, IN THE AMOUNT OF $138,671.30 FOR A TWO-YEAR TERM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to provide medical direction and paramedic continuing education as required by the Texas Department of State Health Services for the Duncanville Fire Department; and

WHEREAS, the contractor and City Staff desire to enter into a renewal of the interlocal contract between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, providing for BioTel/EMS system services for the Duncanville Fire Department; and

WHEREAS, the City Council of the City of Duncanville, Texas desires to approve the renewal of the interlocal contract between the City and Dallas County Hospital District d/b/a Parkland Health & Hospital System.

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 approve an Interlocal Agreement and renewal thereof between the City of Duncanville and Dallas County Hospital System d/b/a Parkland Health & Hospital System, attached hereto as Exhibit A; and, authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and/or purchase orders.

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

4881-1216-3709, v. 1

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

4881-1216-3709, v. 1

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider a Resolution authorizing an amendment to Contract 19-001 with Yunex, LLC, to provide for additional fiber installation services in an amount not to exceed $25,500.00 to expand the Traffic Division's Intelligent Traffic Systems Fiberoptic Network for a total contract amount not to exceed $189,941.00.

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:
Jacqueline R. Culton, MBA, PE, Director of Public Works (Interim)
John Borchardt, Traffic Operations Superintendent

BACKGROUND/HISTORY:
To ensure the reliability and safety of the City of Duncanville's traffic system, an annual Traffic Signal Maintenance Program was implemented in 2006 to maintain and upgrade the traffic system infrastructure proactively. The City of Duncanville has utilized term contracts for major traffic signal maintenance services for over three decades. The contracted work involves large-scale construction and maintenance activities that are outside the capabilities of the Traffic Operations Division.

The current contract with Yunex LLC, formerly Siemens Mobility, Inc., was originally authorized by the City Council on November 20, 2018. The agreement included four one-year renewal options for a total contract term of five years. The final year of the four renewal options was approved by the Council on December 20, 2022, with an effective period of November 27, 2022, through November 26, 2023, for a total expenditure amount of $164,441.00.

Siemens, headquartered in Germany, is the parent company of Yunex, LLC. Siemens has provided traffic management and maintenance services in Texas for over 15 years with locations in Dallas and Houston. Siemens has provided the City with excellent traffic signal maintenance services for the past four years.

POLICY EXPLANATION:
The requested $25,500.00 in additional funding will provide for the expansion of the City's fiberoptic network by adding to its underground infrastructure. This funding increase will add approximately 7,000 feet of 2" conduit, 1,000 feet of 4" conduit, and 20 pull boxes to the traffic system by Yunex, LLC.

FUNDING SOURCE:

ORG and Object Number
01066300-700450 (Traffic Operations/Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
$37,694.06	$25,500.00	$12,194.06

ACTION ALTERNATIVES:
1. Authorize an amendment to Contract 19-001 with Yunex, LLC, to provide for additional fiber installation services in an amount not to exceed $25,500.00 to expand the Traffic Division's Intelligent Traffic Systems Fiberoptic Network for a total contract amount not to exceed $189,941.00.
2. Do not authorize an amendment to Contract 19-001 with Yunex, LLC, to provide for additional fiber installation services in an amount not to exceed $25,500.00 to expand the Traffic Division's Intelligent Traffic Systems Fiberoptic Network for a total contract amount not to exceed $189,941.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-077 - Yunex, LLC Contract Amendment with Exhibit

RESOLUTION NO. 2023-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO CONTRACT 19-001 WITH YUNEX, LLC, TO PROVIDE FOR ADDITIONAL FIBER INSTALLATION SERVICES IN AN AMOUNT NOT TO EXCEED $25,500.00 TO EXPAND THE TRAFFIC DIVISION'S INTELLIGENT TRAFFIC SYSTEMS FIBEROPTIC NETWORK FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $189,941.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is required to provide a safe, reliable, and efficient traffic signalization system within the City of Duncanville; and

WHEREAS, such system requires routine maintenance services; and

WHEREAS, the City Council of the City of Duncanville, Texas, awarded Contract 19-001, Traffic Signal Maintenance Services, to Siemens Mobility, Inc. on November 20, 2018, with four optional one-year renewal terms; and

WHEREAS, on July 1, 2021, Siemens Mobility, Inc. transferred its Intelligent Traffic Systems ("ITS") Business to Yunex, LLC, which included the transfer of all contracts pertaining to Siemens Mobility's ITS Business, including Contract 19-001 for Traffic Signal Maintenance; and

WHEREAS, Yunex, LLC. assumed the terms and conditions of Contract 19-001; and

WHEREAS, on December 20, 2022, the City Council of the City of Duncanville, Texas, exercised the option to renew the contract for the fourth and final one-year renewal term, effective November 27, 2022, through November 26, 2023, with an estimated expenditure amount of $164,441.00; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a $25,500.00 increase in additional funding allotted for Contract 19-001 with Yunex, LLC, to provide for additional fiber installation services to expand the Traffic Division's Intelligent Traffic Systems Fiberoptic Network for a total contract amount not to exceed $189,941.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an amendment to Contract 19-001 with Yunex, LLC, to provide for additional fiber

installation services in an amount not to exceed $25,000.00 to expand the Traffic Division's Intelligent Traffic Systems Fiberoptic Network for a total contract amount not to exceed $189,941.00.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the Interim City Manager, or designee, to execute the appropriate and necessary documents and/or purchase orders to conform to this Resolution as appropriate.

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 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Duncanville
City of Champions

ELECTRONICALLY DELIVERED

November 16, 2022

Yunex LLC, (Vendor No. 5802)
9225 Bee Cave Road, Building B
Austin, TX 78733
Attention: Frank Werner

Re: Contract IFB 19-001 Traffic Signal Maintenance Renewal Option

Dear Mr. Werner,

The above referenced contract expires on November 26, 2022. The City is offering you an option to renew for an additional one (1) year period through November 26, 2023. This is the last of the renewal options.

If you are interested in exercising this renewal option under the same terms, conditions, and pricing, then please sign the attached Agreement to Renew Contract. Please return to me, via email, as soon as possible.

Should you have any questions, please don't hesitate to contact me at (972) 780-5058 or via email.

Thanks,

Tayo Sokale, CPPO, CPCM
Chief Procurement Officer
972-780-5058

Yunex LLC consents to having contract IFB 19-001 Traffic Signal Maintenance renewed for the period of November 27, 2022, through November 26, 2023, under the contract terms and conditions

City of Duncanville, Texas
Owner

Signature

Yunex LLC
Contractor

Signature

203 E. Wheatland Road | Duncanville, Texas 75116 | 972.780.5058 P | omotayo.sokale@duncanvilletx.gov

Duncanville
City of Champions

	Frank Werner
Printed Name	Printed Name
	Commercial Service Manager
Title	Title

203 E. Wheatland Road I Duncanville, Texas 75116 I 972.780.5058 P I omotayo.sokale@duncanvilletx.gov

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider a Resolution authorizing the approval for the continuation in expenditure of funds for Mike Conduff of the Elim group to provide annual governance and leadership coaching for the City of Duncanville in the amount not to exceed $25,000 for the full term of the 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.**
- **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:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
The City procures professional services to provide for Annual Governance and Leadership Coaching for the City of Duncanville. Mike Conduff of the Elim Group, a sole proprietorship, was the facilitator in years 2021, 2022, and 2023 and the City would like to continue his services. The Annual Coaching Agreement provides details to what he is offering to the City of Duncanville for the price of $25,000. The price includes the design, development and facilitation of the annual City of Duncanville Council Retreat and Strategic Leadership Summit scheduled for November 2-4, 2023, the City of Duncanville Council Retreat scheduled on August 21, 2023, up to thee other quarterly coaching or check-in sessions, unlimited phone and/or Zoom Governance Coaching, the appropriate number of copies of The OnTarget Board Member - Fifth Edition, normal travel and expenses, at-cost provision of any DiSC or Work of Leaders instruments, and priority scheduling of all events.

The table below outlines the amounts that have been paid to Mike Conduff:

Date:	**Amount Paid:**
01/04/2023	$10,600
11/08/2022	$10,000
04/01/2022	$2,750
11/24/2021	$17,500
11/19/2021	$5,500
08/21/2023 *(To Be Paid)*	$25,000
Total:	**$71,350.00**

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
01011000 - 700442

Available Budget	**Purchase Amount**	**After Encumber**
$26,125.38	$25,000.00	$1,125.38

ACTION ALTERNATIVES:

1. Approved funding in the amount of $25,000.00 to provide Annual Governance and Leadership Coaching for the City of Duncanville.
2. Do not approve funding for Staff to procure the consultant for Annual Governance and Leadership Coaching.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-086 - Annual Coaching Agreement with Mike Conduff of The Elim Group - Pdf

RESOLUTION NO. 2023-086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE APPROVAL FOR THE CONTINUATION IN EXPENDITURE OF FUNDS FOR MIKE CONDUFF OF THE ELIM GROUP TO PROVIDE ANNUAL GOVERNANCE AND LEADERSHIP COACHING FOR THE CITY OF DUNCANVILLE IN THE AMOUNT NOT TO EXCEED $25,000 FOR THE FULL TERM OF THE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to acquire facilitation of the annual City of Duncanville Council Retreat; and

WHEREAS, the City of Duncanville desires to get approval for the continuation in expenditure of funds for Mike Conduff of The Elim Group; and

WHEREAS, the agreement is in effect for 12 months from the date of signing; and

WHEREAS, the City of Duncanville shall have the option of one (1) additional annual renewal under identical or mutually agreeable terms.

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 authorizes the approval for continuation in expenditure of funds for the Annual Coaching Agreement between the City of Duncanville and Mike Conduff of The Elim Group, to design, develop, and facilitate the annual City of Duncanville Council Retreat and Strategic Leadership Summit, along with other consultant obligations as provided in the attached Exhibit “A” hereto and incorporated herein, in an estimated expenditure amount of $25,000.00.

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

SECTION 3. This resolution shall allow the Annual Coaching Agreement to become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

The Elim Group - Agreement

This **Annual Coaching Agreement** is entered into on this day of August 2023 between Mike Conduff, President and CEO of The Elim Group a sole proprietorship, located at 10 Royal Oaks Circle, Suite 201, Denton, Texas 76210 (Consultant) and The City of Duncanville, TX (Client), a Texas local government municipality, located at 203 E. Wheatland Road, Duncanville, Texas 75116.

1. **Consultant Obligations. Consultant agrees to provide the following services:**
   Provide Annual Governance and Leadership Coaching for the City of Duncanville which includes:
   - The design, development and facilitation of the annual City of Duncanville Council Retreat and Strategic Leadership Summit (November 2-4, 2023) and City of Duncanville Council Retreat on August 21, 2023.
   - Up to three other quarterly coaching or "check-in" sessions
   - Unlimited phone and/or Zoom Governance Coaching
   - Appropriate number of copies of ***The OnTarget Board Member – Fifth Edition***
   - Normal travel and expenses
   - At cost provision of Any DiSC or Work of Leaders (or other instruments)
   - Priority scheduling of all events

2. **Logistical Details.**

2.1. Dates and locations of the on-site facilitation service will be mutually agreed between Consultant and Client.

3. **Client Obligations. Client agrees to assume responsibility for the following:**

3.1. Designate one contact person for effective communications and to assist in on-site logistics.

3.2. Provide all necessary logistical, site based and communication requirements applicable to this engagement.

3.3. Provide any necessary lodging for off-site events.

3.4. Provide the necessary audio/visual/presentation equipment.
   3.4.1. LCD/DLP Projector with HDMI connection for laptop and sound.
   3.4.2. Other materials such as 3-M Self-Adhesive Flip Charts, Easels and Markers.



We Help You Create YOUR Oasis!

4. Financial Conditions.

4.1. In return for the services provided by the Consultant as herein specified, Client agrees to pay to consultant the discounted sum of twenty-thousand dollars and no cents ($20,000.00), with an additional amount not-to-exceed $1,500.00 for travel and expenses as stipulated in Section 1 of this agreement. Consultant will invoice the first installment upon acceptance of the agreement, and the second installment approximately six months later.

4.2. All invoices should be emailed to accountspayable@duncanvilletx.gov. 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, and all charges shall be listed separately. 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.

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.

5. Term.

5.1 This agreement is in effect for 12 months from the date of signing. The City shall have the option of one (1) additional annual renewal under identical or mutually agreeable terms.

6. Indemnification

6.1 Consultant will indemnify, defend and hold the city, its officers, agents and employees, harmless for and against any and all claims, causes of action, liability, damages or expense, (including but not limited to attorney fees and costs) for any damage to or loss of any property, or any illness, injury, physical or mental impairment, loss of services, or death to any person arising out of or related to this agreement, with said indemnification capped at the amount of fees paid to consultant for services solely under this agreement.

7. Other Provisions.

7.1. It is understood that Consultant executes this agreement as an independent contractor and assumes all responsibility for taxes.

7.2. Consultant shall have exclusive control over the means, methods, and details of fulfilling the obligations herein provided.

ENTIRE AGREEMENT

This instrument sets forth the entire agreement between Consultant and the Client. This contract shall become effective when accepted and executed by both the Client and Consultant. It shall not be changed, modified, or waived in whole or in part except by execution of an instrument in writing signed by the parties. 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 an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day in writing below:

Accepted:

By: _____ **Date:** 8/11/2023
Mike Conduff, President, and CEO

By: _____ **Date:** 8-14-2023
Robert D. Brown, Jr.
Interim City Manager
City of Duncanville, TX

Mike.Conduff@TheElimGroup.com
940-453-3116

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Appeal to the City Council for Permitting of Livestock at 1342 South Main Street.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary
Robert Brown, Assistant City Manager
Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:
Applicants who reside at 1342 South Main Street applied for a permit to house goats on their property. Per guidelines found in the City's ordinances, the applicants were required to get signatures from the owners of neighboring properties attesting to the fact that the neighboring property owners were not opposed to the goats being housed on the applicants' property. After a lengthy process, the applicants presented the signatures to the local health authority, i.e., the Chief of Police.

The Chief of Police, through his designee, subsequently denied the permit for livestock. The applicants appealed to a committee, proscribed by ordinance, that consisted of the Assistant City Manager, the Chief of Police, and the Fire Chief. The Chief of Police recused himself from the committee's proceedings. After hearing the applicants' appeal, the committee upheld the decision to deny the permit, and provided a timeframe of 45 days for the applicants to relocate the goats.

POLICY EXPLANATION:
Sections 4-21 and 4-27 of the Duncanville Code of Ordinances authorize an applicant the right to appeal a decision of the local health authority and provides a process for said appeal. The applicant was denied a permit, which they appealed to the committee as proscribed by Section 4-27. They are now appealing the decision of the committee to the City Council.

FUNDING SOURCE:

ORG and Object Number
N A

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

ACTION ALTERNATIVES:

1. Uphold the decision of the Police Chief and the Appeal Committee to deny the livestock permit.
2. Overturn the decision of the Police Chief and the Appeal Committee.
3. Other actions as directed by Council.

ATTACHMENTS:
Livestock Ordinance
Appeal Committee Decision
Appeal

Sec. 4-10. - Definitions.

When used in this article the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

Animal: Shall mean a warm-blooded animal, any living creature, including, but not limited to: dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Cat: Shall mean any live or dead cat (Felis Catus), excluding hybrids.

Dangerous dog: A dog that is a vicious animal as defined herein.

Dangerous wild animal: Shall mean any one of the following or a hybrid of any of the following: lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena, bear, coyote, jackal, baboon, chimpanzee, orangutan, and gorilla.

Dog: Shall mean any domesticated animal that is a member of the canine family.

Humanely euthanized: Shall mean to cause the death of an animal by a method which:

(1) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or

(2) Utilizes anesthesia produced by an agent which causes painless loss of consciousness, and death following such loss of consciousness.

Hybrid: Shall mean any offspring of two wild animals of different species or the offspring of wild animals bred with domesticated dogs or cats.

Livestock: Shall mean horses, mules, cows, hogs, pigs, potbellied pigs, goats and sheep of any and all kinds and shall include both the male and female gender of such animals.

Local health authority: The chief of police is designated as the local health authority and has authority to appoint representatives to enforce the provisions of this article, to receive reports of animal bites, investigate animal bites, insure quarantine or possibly rabid animals and otherwise carry out provisions of the Texas law pertaining to control and eradication of rabies.

Owner: Shall mean any person, firm or corporation having title to any animal, or a person who has, harbors or keeps, or causes or permits to be harbored or kept, an animal in his care, or who permits an animal to remain on or about his premises.

Person: Shall mean any individual, firm, association, partnership or corporation.

Representative of local health authority: Shall mean and include any peace officer or animal control officer of the city.

Running at large: Shall mean not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. An animal within an automobile or other vehicle shall not be deemed "running at large."

Secure enclosure: Shall mean a fenced area or structure that is:

(1) Locked;

(2) Capable of preventing the entry of the general public, including children;

(3) Capable of preventing the escape or release of a dog;

(4) Clearly marked as containing a dangerous dog; and

(5) In conformance with the requirements for enclosures established by the local animal control authority.

Serious bodily injury: Shall mean an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Stray animal: Shall mean any animal for which there is no identifiable owner or harborer.

Tether: Shall mean to chain, tie, fasten, or otherwise secure an animal to a fixed point so that it can move or range only within certain limits.

Vaccination: Shall mean an injection with United States Department of Agriculture approved rabies vaccine administered every 12 calendar months by a licensed veterinarian.

Veterinarian: Shall mean a veterinarian licensed to practice veterinary medicine.

Vicious animal: Shall mean any individual animal, including a dog, that:

(1) Makes an unprovoked attack on a person that causes bodily injury in a place other than an enclosure in which such animal was being kept and that was reasonably certain to prevent such animal from leaving the enclosure on its own; or

(2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that such animal will attack and cause bodily injury to that person.

Wild animals: Shall include all types of animal which commonly exist in a natural unconfined state and are usually not domesticated. This shall apply regardless of the state or duration of captivity. Such animal shall include, but are not limited to: skunks, raccoons, bats, weasels, squirrels, opossums, lesser pandas, binturongs, wolves, hybrids of wolves and canines, elephants, rhinoceroses, foxes, alligators, crocodiles, monkeys, ostriches, emus, prairie dogs, boas, pythons, anaconda, and all forms of poisonous or constricting reptiles, and other like animals.

(Ord. No. 1719, § 1, 6-5-01; Ord. No. 1757, § 1, 10-2-01; Ord. No. 2036, § 1, 9-18-07)

Editor's note— Ord. No. 892, § 1, enacted Nov. 15, 1982, amended art. II, to read as set out in §§ 4-10—4-15 and 4-17—4-26. Section 2 of said ordinance has been codified as § 4-27 at the discretion of the editors. Prior to amendment art. II, §§ 4-10—4-18, pertained to livestock and was derived from Ord. No. 332, §§ 1—4, 6, 7 adopted Dec. 11, 1964. Former arts. III and IV, pertaining to dogs and cats, have been superseded by Ord. No. 892. Art. III was derived from Ord. No. 197, §§ 1—10, adopted May 5, 1960; Ord. No. 471, §§ 1, 2, adopted May 25, 1970; Ord. No. 623, § 1, adopted Mar. 4, 1975; Ord. No. 629, § 1, adopted June 16, 1975; Ord. No. 714, §§ 1—4, adopted May 1, 1978; and Ord. No. 715, § 1, adopted May 1, 1978. Art. IV was derived from Ord. No. 669, § 1, adopted Sept. 7, 1976.

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

Sec. 4-21. - Livestock.

(a) It shall be unlawful for any person to keep on any premises under his control within the city limits, any livestock in such a manner that the same shall be located closer than 75 feet distance from any person's property, other than his own.

(b) Notwithstanding the provisions of (a) above, any person who desires to keep any livestock closer than 75 feet distance from any person's property, other than his own shall apply to the local health authority for a special permit to keep the same. The applicant shall provide the local health authority with satisfactory proof from the owner or person in control (if owner does not occupy the property) of all properties within 75 feet of the applicant's property that there is no objection to the issuance of the permit, and shall pay to the city a fee as may be determined by the local health authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local health authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local health authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local health authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local health authority.

(c)

It shall be unlawful for any person to keep any livestock in an area wherein there is less than 5,000 square feet for each animal so kept.

(d) The provisions of subsections (b) and (c) shall not apply to any property adjacent to property or acreage not subdivided or platted.

(e) No livestock impounded by virtue of this section shall be released to the owner until all costs and fees prescribed by this section have been paid and until the person applying for the release of such livestock signs an affidavit that he is the owner of the livestock and entitled to possession thereof.

(f) Any livestock found running at large shall be impounded by the local health authority.

(g) Any livestock found running at large that cannot be captured, or after being impounded by the local health authority, may be released to the Sheriff of Dallas County at any time.

(Ord. No. 1554, § 1, 12-1-98; Ord. No. 2026, § 3, 5-15-07)

Sec. 4-27. - Appeal process.

In the event an application for a permit, or the renewal of a permit, is denied or granted by a duly appointed representative of the local health authority, any person aggrieved by the decision of the local health authority may appeal in writing to the local health authority within ten days.

The decision of the duly appointed representative of the local health authority will be considered by an appeal committee consisting of the chief of police, fire chief, and the assistant city manager. If the decision is upheld, any person who disagrees with the decision of the appeal committee may file a written appeal with the city secretary within seven days from the date of the committee's decision.

The city secretary shall schedule a hearing of such appeal to the city council at the next timely meeting of the city council. The city council may either grant or deny the permit. The decision of the city council shall be final and binding.

(Ord. No. 1576, § 4, 7-20-99; Ord. No. 2026, § 6, 5-15-07; Ord. No. 2041, § 1, 2-5-08)

From:	Robert Brown
To:	Juanita Willman; Mark LiVigni; Kristin Downs
Cc:	Aretha Ferrell-Benavides; David Kees; Chad Chamberlain; Samuel Rohde; Matt Stogner; Jacqueline Culton; Matt Bryant; Breanna Davis; Agustin Garcia; Jeremy Tennant
Subject:	Appeal - Animal Permit - 1342 S Main Street
Date:	Monday, January 23, 2023 5:14:21 PM
Attachments:	DPD-Badge.png logo.png facebook.png twitter.png linkedin.png youtube.png instagram.png door.png scan_kdowns_2023-01-04-13-03-08.pdf image001.png
Importance:	High

Team,

Per Duncanville Code of Ordinances, the Chief of Police is designated as the local health authority and is authorized to deny or approve Livestock Permit Applications. Chief LiVigni denied Ms. Reyes' livestock permit (for goats) request in December 2022 which resulted in an appeal. Ms. Reyes' Appeal Hearing was held at 103 E. Wheatland Road on January 23, 2023, at 2:00 p.m. The appeal committee consisting of Chief Mark LiVigni, Chief Sam Rohde, and Assistant City Manager Robert D. Brown, Jr. met today to hear the appeal. Chief LiVigni recused himself from today's appeal hearing and did not render an appeal decision.

After hearing testimony from the applicant, the appeal committee (Chief Sam Rohde and Assistant City Manager Robert D. Brown, Jr.) upheld Chief LiVigni's decision to deny the livestock permit. The applicant was given 45 calendars days from today to relocate the goats to another location or reduce the number of goats from four (4) to three (3) per Section 4-21 of Duncanville Code of Ordinances. The applicant has the right to appeal today's decision to the Duncanville City Council per Section 4-27 of the Duncanville Code of Ordinances.

The below listed staff members were present during today's hearing.

1. Sam Rohde
2. Matt Stogner
3. Chad Chamberlain
4. Robert D. Brown, Jr.
5. Mark LiVigni – recused himself prior to testimony from the applicant.

Robert D. Brown, Jr.
Assistant City Manager

Duncanville
City of Champions

203 E. Wheatland Road

From: Mariam Reyes
To: Juanita Willman
Subject: Appeal
Date: Monday, January 23, 2023 3:17:55 PM

Dear City Councilmen,

My name is Mariam Reyes, and I would like to make a second appeal against the city livestock ordinance. On January 23, 2023, I was denied my first appeal by the police chief, fire chief, and assistant city manage. Thank you for your time.

Sincerely, Mariam Reyes

Sent from Yahoo Mail for iPhone

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Presentation and deliberation of the FY 2023-24 proposed budget and conduct a Public Hearing.

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The FY 2023-2024 Proposed Budget will raise more revenue from property taxes than last year by $ 1,589,682 or 7.32%. The budget is built on a proposed tax rate of $0.646034 per $100 dollars in value. The average taxable value for a single-family residence in Duncanville for the 2023 tax year is $222,690; an increase of 7.5% from the 2022 tax year. City Council voted in March 2023 to increase the Over-65 and Disabled Homestead Exemption and will do so again in tax year 2024, to help alleviate the burden of increasing taxes. Based on the average taxable value of $222,690, the average increase to city-paid taxes is $97 for the year. Approximately a quarter, or 25%, 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.

A few highlights from the FY 2023-2024 Budget include:
1. $1.9 million in salary and benefit increases, across all funds as compared to FY 2023 Adopted Budget. Strategic priority number one in this budget is people; attracting and retaining quality talent in order to provide exceptional service to the residents. This includes the Council's approved addition of Texas Municipal Retirement System benefit enhancements of 100% Updated Service Credits and 30% Cola. This enhancement is a one-time enhancement for current employees and retirees. The City last passed a one-time benefit in 2017.
2. $223,000 in investments in new technology to enhance accessibility, transparency, and a better customer experience. See Click Fix to report requests and concerns and track staff responses; Swag-It for broadcasting across social media channels simultaneously, English and Spanish subtitles, and, clickable agendas to jump to specific items in a recording; Flock Cameras to aid Police in fighting and solving crimes; and software to guide developers, contractors, and residents through the licensing and permitting application and workflow process.
3. $2.2 million dollar budget for regional partnerships including Tri-City Animal Shelter (Cedar Hill), Regional Fire Training (Cedar Hill), Highway incident management (Dallas Sheriff's Office), Regional Dispatch, and Tri-City Jail (DeSoto). Partnering with area agencies ensures efficiency and a cost-effective way to provide service without the operational burden.

4. Water and Sewer rate increases to continue the 5-year rate increase strategy passed by Council in 2022. The City purchases water from Dallas Water Utilities and treats wastewater through the Trinity River Authority. The City incurs increases in rates from each entity and in order to sustain service to residents, the cost must be passed on. The rate increase for residents will ensure there are funds to continue Capital Improvement Projects and the replacement of outdated infrastructure.
5. $1.5 million in revitalization and redevelopment of retail centers across the city with Economic Development Funds.
6. $5 million in remaining capital improvement projects for the 2019 bond projects, including Cedar Ridge Street Reconstruction and Service Center Renovation.

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.

ATTACHMENTS:
FY 2024 Proposed Budget Summaries 082923

CONSOLIDATED FUND SUMMARY
BY REVENUE AND EXPENDITURE TYPE
PROPOSED BUDGET - FY 2023-2024

NEW REVENUES	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES	% CHANGE OVER ADOPTED
50 - PROPERTY TAXES	$19,925,022	$21,662,208	$21,662,208	$23,393,424	$23,393,424	7.99%
51 - SALES & OTHER TAXES	13,750,086	13,580,556	13,985,556	14,528,864	14,528,864	6.98%
52 - PERMITS & LICENSES	658,969	572,050	572,050	647,500	647,500	13.19%
53 - FINES & FEES	334,935	424,100	424,100	377,600	377,600	-10.96%
54 - INTERGOV REVENUES	1,080,700	5,618,701	5,768,041	1,431,111	1,431,111	-74.53%
55 - INTEREST	264,803	193,300	193,300	87,000	87,000	-54.99%
56 - FRANCHISE FEE REV	2,076,107	2,054,000	2,054,000	2,080,000	2,080,000	1.27%
57 - CHARGES FOR SERVICES	26,468,391	26,904,895	26,904,895	28,832,460	28,832,460	7.16%
58 - TRANSFER FROM FUNDS	15,777,169	6,831,026	11,886,474	6,345,488	6,345,488	-7.06%
59 - OTHER SOURCES	2,783,065	7,221,576	2,221,576	6,931,636	6,931,636	-4.01%
TOTAL RECURRING REVENUES	**83,119,247**	**85,062,412**	**85,672,200**	**84,655,083**	**84,655,083**	**-0.48%**
USE OF FUND BALANCE				12,493,378	12,681,843	
TOTAL RESOURCES				**97,148,461**	**97,336,927**	
EXPENSES						
60 - SALARY AND BENEFITS	$26,672,363	$28,123,562	$27,804,562	$29,332,765	$29,810,671	6.07%
72 - SUPPLIES & MATERIALS	2,382,050	5,117,958	5,210,565	4,747,521	4,747,521	-7.24%
73 - CONTRACT & PROF SVCS	22,085,590	23,645,676	24,131,319	24,398,024	24,398,024	3.18%
74 - MAINT & REPAIR SVCS	1,115,033	1,852,559	1,847,033	2,284,189	2,284,189	23.30%
75 - UTILITIES	1,027,989	1,217,324	1,205,584	1,251,864	1,251,864	2.84%
76 - CAPITAL OUTLAY	11,677,757	27,489,952	33,505,119	18,991,663	18,991,663	-30.91%
77 - DEBT SERVICES	2,177,357	2,023,575	2,023,575	2,020,481	2,020,481	0.00%
78 - TRANSFER TO FUNDS	16,820,077	7,987,447	12,994,598	7,525,176	7,525,176	-5.79%
79 - OTHER FINANCING USES	2,216,829	2,872,280	3,019,521	3,361,974	3,361,974	17.05%
TOTAL EXPENDITURES	**86,175,044**	**100,330,332**	**111,741,875**	**93,913,657**	**94,391,563**	**-5.92%**
NET REVENUE OVER / (UNDER) EXPENDITURES	**($3,055,797)**	**($15,267,920)**	**($26,069,675)**	**$3,234,804**	**$2,945,363**	
BEGINNING FUND BALANCE *	***$72,058,153***		***$69,002,356***	***$42,932,681***	***$42,932,681***	
ENDING FUND BALANCE PROJECTED	***$69,002,356***		***$42,932,681***	***$33,674,107***	***$33,196,201***	

* Beginning Fund Balance is the audited ending fund balance for General Fund for FY 2021.

CONSOLIDATED SUMMARY BY FUND

PROPOSED BUDGET - FY 2023-2024

PROPOSED BUDGET FY 23-24			
FUND	New Revenue	Expense	Net Revenue Over / (Under) Expenses
001 - GENERAL FUND	$39,720,874	$40,029,583	($308,709)
002 - WATER/SEWER UTILITY FUND	21,154,119	19,152,053	$2,002,067
005 - DEBT SERVICE FUND	1,484,215	1,481,356	$2,858
008 - COMPREHENSIVE SELF INSURANCE	560,525	585,000	($24,475)
010 - HOTEL TAX FUND	893,500	838,479	$55,021
012 - ECONOMIC DEVELOPMENT	3,384,216	4,486,398	($1,102,182)
013 - GRANT FUND	209,525	215,382	($5,857)
015 - DRAINAGE FUND	780,200	1,105,998	($325,798)
017 - UTILITY CAPITAL PROJECTS	6,500,000	6,477,978	$22,022
018 - UTILITY METER REPLACEMENT FUND	500,000	0	$500,000
019 - SANITATION FUND	4,686,618	4,592,594	$94,024
020 - STREET/ALLEY CIP FUND	190,000	600,000	($410,000)
024 - PARK CAPITAL IMPROV FUND	750,000	3,513,275	($2,763,275)
025 - ALLEY IMPROVEMENT FUND	200,000	114,508	$85,492
026 - CAPITAL IMPROVEMENT PROJ FUND	0	5,075,000	($5,075,000)
033 - TAX INCREMENT FINANCING FUND	96,958	82,250	$14,708
041 - ONE-TIME PROJECTS	0	0	($0)
050 - POLICE FORFEITURE/SEIZURE FUND	36,800	141,372	($104,572)
215 - PEG FUND	95,000	20,000	$75,000
225 - COURT SECURITY FUND	8,000	0	$8,000
230 - JUVENILE CASE MANAGER FUND	8,000	8,000	($0)
235 - COURT TECHNOLOGY	7,500	250	$7,250
401 - FURNITURE REPLACEMENT FUND	40,000	69,000	($29,000)
405 - FACILITY REPAIR/RENOVATE FUND	0	0	($0)
410 - IT REPAIR/REPLACEMENT FUND	154,929	152,700	$2,229
415 - FLEET/EQUIP REPR/REPLACE FUND	1,022,480	2,023,884	($1,001,404)
420 - SWAT REPLACEMENT FUND	75,000	75,322	($322)
456 - FIELDHOUSE	2,096,625	2,019,933	$76,692
758 - AMERICAN RESCUE PLAN	0	1,531,250	($1,531,250)
Net Revenue Over / (Under) Expenses	**$84,655,083**	**$94,391,563**	**($9,736,480)**

001 - GENERAL FUND SUMMARY
PROPOSED BUDGET - FY 2023-2024

REVENUES	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES	% CHANGE OVER ADOPTED
50 - PROPERTY TAXES	$18,587,478	$20,805,379	$20,805,379	$21,909,710	$21,909,710	5.31%
51 - SALES & OTHER TAXES	9,747,900	9,538,417	9,943,417	10,251,648	10,251,648	7.48%
52 - PERMITS & LICENSES	658,969	572,050	572,050	647,500	647,500	13.19%
53 - FINES & FEES	307,033	386,600	386,600	350,100	350,100	-9.44%
54 - INTERGOV REVENUES	173,031	237,500	237,500	347,861	347,861	46.47%
55 - INTEREST	153,562	67,700	67,700	67,700	67,700	0.00%
56 - FRANCHISE FEE REV	1,857,149	1,739,000	1,739,000	1,755,000	1,755,000	0.92%
57 - CHARGES FOR SERVICES	1,835,639	1,120,300	1,120,300	1,147,200	1,147,200	2.40%
58 - TRANSFER FROM FUNDS	2,715,192	2,905,293	2,905,293	2,798,905	2,795,905	-3.77%
59 - OTHER SOURCES	725,458	391,000	391,000	448,250	448,250	14.64%
TOTAL RECURRING REVENUES	**36,761,411**	**37,763,239**	**38,168,239**	**39,723,874**	**39,720,874**	**5.18%**
USE OF FUND BALANCE				159,791	308,709	
TOTAL RESOURCES				**$39,883,665**	**$40,029,583**	

EXPENSES		ADOPTED BUDGET FY 22-23			PROPOSED BUDGET FY 23-24 COUNCIL CHANGES	% CHANGE OVER ADOPTED
60 - SALARY AND BENEFITS	$21,733,555	$24,150,028	$23,951,028	$25,283,624	$25,695,512	6.40%
72 - SUPPLIES & MATERIALS	1,422,519	2,029,181	2,128,079	2,140,346	2,140,346	5.48%
73 - CONTRACT & PROF SVCS	7,149,134	7,028,950	7,426,972	7,675,081	7,675,081	9.19%
74 - MAINT & REPAIR SVCS	694,756	1,385,657	1,382,931	1,743,685	1,743,685	25.84%
75 - UTILITIES	814,417	952,225	940,485	981,857	981,857	3.11%
76 - CAPITAL OUTLAY	155,714	161,175	152,850	153,458	153,458	-4.79%
77 - DEBT SERVICES	60,129	0	0	0	0	0.00%
78 - TRANSFER TO FUNDS	2,198,589	1,169,982	1,674,982	1,143,674	1,143,674	-2.25%
79 - OTHER FINANCING USES	375,751	509,461	504,333	495,970	495,970	-2.65%
TOTAL EXPENDITURES	**34,604,564**	**37,386,658**	**38,161,658**	**39,617,695**	**40,029,583**	**7.07%**
NET REVENUE OVER / (UNDER) EXPENDITURES	**$2,156,847**	**$376,581**	**$6,581**	**$265,970**	**($0)**	
BEGINNING FUND BALANCE *	***$15,268,262***		***$17,425,109***	***$17,431,689***	***$17,431,689***	
ENDING FUND BALANCE PROJECTED	***$17,425,109***		***$17,431,689***	***$17,537,869***	***$17,122,980***	
Targeted Reserve - 75 Days (20-25%)	$7,110,527		$7,841,437	$8,140,622	$8,225,257	
Excess Amount Over Reserve	$10,314,582		$9,590,253	$9,397,246	$8,897,724	

* Beginning Fund Balance is the audited ending fund balance for General Fund for FY 2021.

Changes to proposed budget include adding Texas Municipal Retirement System (TMRS) one-time benefit to current employees and retirees.

001 - GENERAL FUND
PROPOSED BUDGET - FY 2023-2024
EXPENSES BY DEPARTMENT

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
0101 - GENERAL GOVERNMENT AND SUPPORT SERVICES					
010110 - MAYOR AND COUNCIL	135,445	196,514	194,323	168,082	168,082
010111 - CITY ADMINISTRATION	750,511	879,352	878,008	810,310	829,356
010112 - CITY SECRETARY	340,158	383,254	381,774	375,258	379,408
010113 - HUMAN RESOURCES	418,829	483,345	483,345	489,110	495,086
010114 - INFO TECHNOLOGY	877,793	1,047,570	1,126,784	1,439,456	1,448,337
010115 - PUBLIC INFORMATION OFFICE	187,263	266,090	265,370	488,028	497,264
010116 - PUBLIC LIBRARY	955,216	1,056,970	1,056,970	1,095,090	1,123,899
010117 - CITY MARSHALL DIV	90,451	100,948	99,940	118,688	120,107
TOTAL	$3,755,666	$4,414,043	$4,486,514	**$4,984,022**	**$5,061,539**
0102 - FISCAL SERVICES					
010220 - FISCAL ADMIN/ACCOUNTING DIV.	609,446	782,266	1,019,266	851,028	866,447
010223 - MUNICIPAL COURT DIV.	436,821	494,242	494,242	533,264	538,945
010225 - PROCUREMENT OFFICE	183,412	222,559	222,079	241,177	250,130
TOTAL	$1,229,679	$1,499,067	$1,735,587	**$1,625,469**	**$1,655,522**
0103 - NEIGHBORHOOD AND PLANNING					
010361 - BUILDING INSPECT/PERMITS DIV	518,317	507,782	503,932	560,771	575,513
010364 - PLANNING SERVICES	146,727	179,401	179,401	194,294	197,080
010365 - NEIGHBORHOOD SVCS	405,646	636,444	631,484	687,978	699,417
TOTAL	$1,070,690	$1,323,627	$1,314,817	**$1,443,043**	**$1,472,010**
0104 - PARKS AND RECREATION					
010440 - PARK AND REC ADMINISTRATION	278,224	270,360	271,260	285,836	290,023
010441 - RECREATION PROGRAMMING	364,108	456,268	455,368	482,476	487,898
010442 - SPECIAL EVENTS	188,341	260,843	298,843	331,833	331,833
010443 - ATHLETIC PROGRAMMING	388,488	419,447	419,447	449,799	453,123
010445 - HORTICULTURE	138,005	181,731	181,731	190,193	193,996
010446 - PARK GROUNDS MAINTENANCE	1,052,962	1,482,461	1,435,689	1,734,575	1,744,209
010449 - SENIOR CENTER	195,877	221,915	228,915	236,341	238,739
TOTAL	$2,606,005	$3,293,024	$3,291,252	**$3,711,052**	**$3,739,820**
0105 - POLICE					
010550 - POLICE ADMINISTRATION	2,076,062	2,253,840	2,264,440	2,495,334	2,507,292
010551 - PATROL	4,944,825	5,148,860	5,119,146	5,624,369	5,693,004
010552 - CRIMINAL INVESTIGATION	1,564,303	1,586,404	1,579,088	1,623,810	1,642,102
010553 - ANIMAL CONTROL	487,533	541,470	539,230	575,738	577,993
010554 - SCHOOL GUARDS	86,559	88,233	88,233	100,620	100,620
010555 - CRIME PREVENTION	196,488	156,596	154,664	166,827	168,083
010556 - SWAT DIVISION	1,040	104,237	104,237	146,049	146,049
010557 - RECORDS	310,074	357,668	356,540	373,064	378,642
010558 - DETENTION SERVICES	3	0	0	0	0
010559 - POLICE SPECIAL SERVICES	414,234	410,589	448,025	411,961	415,254
TOTAL	$10,081,121	$10,647,896	$10,653,602	**$11,517,772**	**$11,629,039**
0106 - PUBLIC WORKS					
010660 - PUBLIC WORKS ADMIN/ENGINEERING	342,105	622,027	570,947	610,894	621,263
010662 - STREET MAINTENANCE	2,894,212	3,542,060	3,487,208	3,430,695	3,452,237
010663 - TRAFFIC OPERATIONS	1,076,319	1,080,057	1,071,385	1,103,496	1,110,552
010667 - FLEET/EQUIPMENT SERVICES	1,134,757	1,249,561	1,349,561	1,335,324	1,340,941
010668 - BUILDING MAINTENANCE	821,735	904,911	901,911	973,106	979,330
TOTAL	$6,269,128	$7,398,616	$7,381,011	**$7,453,514**	**$7,504,322**
0107 - FIRE					
010770 - FIRE ADMINISTRATION	689,685	715,571	715,571	665,326	673,422
010771 - FIRE PREVENTION	253,141	304,560	305,460	353,313	355,291
010772 - FIRE SUPPRESSION	4,404,554	4,551,001	4,571,795	5,077,423	5,132,258
010773 - ADVANCED LIFE SUPPORT	1,787,283	1,834,036	1,800,832	1,790,938	1,808,383
010775 - EMERGENCY MANAGEMENT ADMIN	131,925	139,364	139,364	195,075	197,229
TOTAL	$7,266,588	$7,544,532	$7,533,022	**$8,082,075**	**$8,166,583**
0108 - NON-DEPARTMENTAL					
010880 - NON-DEPARTMENTAL	2,225,687	1,265,853	1,765,853	640,956	640,956
TOTAL	$2,225,687	$1,265,853	$1,765,853	**$640,956**	**$640,956**
0109 - USE OF FUND BALANCE					
010990 - USE OF FUND BALANCE	100,000	0	0	159,791	159,791
TOTAL	$100,000	$0	$0	**$159,791**	**$159,791**
TOTAL EXPENSES	**$34,604,564**	**$37,386,658**	**$38,161,658**	**$39,617,695**	**$40,029,583**

001 - GENERAL FUND

PROPOSED BUDGET - FY 2023-2024

Revenues By Detailed Category

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
50 - PROPERTY TAXES				
501101 - CURRENT TAXES	18,403,436	20,545,379	20,545,379	21,619,710
501102 - DELINQUENT TAXES	107,831	125,000	125,000	145,000
501103 - PENALTIES AND INTEREST	76,211	135,000	135,000	145,000
TOTAL	**$18,587,478**	**$20,805,379**	**$20,805,379**	**$21,909,710**
51 - SALES & OTHER TAXES				
501201 - STATE SALES TAX CITY PORTION	6,401,959	6,302,278	6,572,278	6,768,432
501202 - SALES TAX PROPERTY TAX RELIEF	3,200,980	3,151,139	3,286,139	3,384,216
501204 - ALCOHOLIC BEVERAGE TAX	144,962	85,000	85,000	99,000
TOTAL	**$9,747,900**	**$9,538,417**	**$9,943,417**	**$10,251,648**
52 - PERMITS & LICENSES				
502101 - BUILDING PERMITS	320,636	300,000	300,000	350,000
502102 - ELECTRICAL PERMITS	34,548	20,000	20,000	27,000
502103 - SOLICITOR LICENSES	1,425	500	500	500
502106 - SIGN PERMITS	22,223	15,000	15,000	18,000
502108 - HEALTH FOOD INSPECTION FEES	76,754	70,000	70,000	75,000
502109 - PLUMBING AND AC PERMITS	59,767	55,000	55,000	60,000
502111 - ZONING & SPEC USE PERMIT	13,750	8,500	8,500	12,000
502114 - RENTAL PROPERTY REGISTRATION	60,280	50,000	50,000	55,000
502120 - ALARM PERMITS	64,147	50,000	50,000	45,000
502122 - POOL OR SPA INSPECTION FEE	5,440	3,000	3,000	5,000
509607 - ANIMAL PERMITS	0	50	50	0
TOTAL	**$658,969**	**$572,050**	**$572,050**	**$647,500**
53 - FINES & FEES				
503101 - MUNICIPAL COURT FINES	229,286	300,000	300,000	275,000
503102 - COURT RELATED FEES	60,720	65,000	65,000	60,000
503103 - SCHOOL CROSSING FEES	2,514	3,500	3,500	2,500
503201 - LIBRARY FINES	6,777	3,000	3,000	5,000
503301 - FALSE ALARM FINES	7,702	15,000	15,000	7,500
509609 - RETURN CHECK FEES	35	100	100	100
TOTAL	**$307,033**	**$386,600**	**$386,600**	**$350,100**
54 - INTERGOV REVENUES				
504102 - DISD SCHOOL CROSSING GUARDS	54,089	42,500	42,500	50,310
504103 - DALLAS CNTY CROSSING GUARD REV	32,479	40,000	40,000	40,000
504109 - REIMB FOR REG EMERG MANAGER	46,946	100,000	100,000	147,551
507105 - SENIOR MEAL DONATIONS	10	0	0	0
508203 - INTERGOV REIMBURSEMENT-CDBG	12,173	55,000	55,000	60,000
508210 - INTERGOV REIMBURSEMNTS-CARE TM	27,333	0	0	50,000
TOTAL	**$160,857**	**$237,500**	**$237,500**	**$347,861**
55 - INTEREST				
505101 - INTEREST ON GOVT POOL INVEST	13,427	1,700	1,700	1,700
505103 - CERT OF DEPOSIT INTEREST	19,586	36,000	36,000	36,000
505106 - MONEY MARKET INTEREST	120,548	30,000	30,000	30,000
TOTAL	**$153,562**	**$67,700**	**$67,700**	**$67,700**
56 - FRANCHISE FEE REV				
501301 - FRANCHISE FEE ELECTRIC	1,201,302	1,150,000	1,150,000	1,150,000
501302 - FRANCHISE FEE GAS	479,978	332,000	332,000	390,000
501303 - FRANCHISE FEE TELEPHONE	46,800	82,000	82,000	75,000
501304 - FRANCHISE FEE CABLE TV	129,059	175,000	175,000	140,000
TOTAL	**$1,857,149**	**$1,739,000**	**$1,739,000**	**$1,755,000**

001 - GENERAL FUND

PROPOSED BUDGET - FY 2023-2024

Revenues By Detailed Category

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
57 - CHARGES FOR SERVICES				
502105 - EMERGENCY MEDICAL SERVICE	1,575,840	850,000	850,000	900,000
507102 - RECREATION FEES	191,074	230,000	230,000	200,000
507104 - SENIOR CENTER ANNUAL USER FEE	3,228	4,000	4,000	2,200
507107 - RECREATION CENTER CLASSES	22,915	14,500	14,500	16,000
507108 - SPECIAL EVENTS	22,831	12,000	12,000	16,000
507109 - SENIOR CLASS/TRIPS	3,259	1,800	1,800	3,000
509603 - LIBRARY SERVICE FEES	15,576	8,000	8,000	10,000
509622 - MOWING LIEN REIMBURSEMENTS	917	0	0	0
TOTAL	**$1,835,639**	**$1,120,300**	**$1,120,300**	**$1,147,200**
58 - TRANSFER FROM FUNDS				
598002 - PILOT FEE TZ-CITY WWW UTILITY	543,864	1,724,640	1,724,640	1,542,082
599002 - TRANS FROM UTILITY FUND-002	1,812,876	1,065,393	1,065,393	1,065,393
599005 - TRANS FROM DEBT FUND-005	0	0	0	0
599010 - TRANS FROM HOTEL FUND-010	55,092	31,268	31,268	35,616
599012 - TRANS FROM EDC FUND-012	111,060	73,992	73,992	145,814
599019 - TRANS FROM SANITATION FND-019	192,300	0	0	0
599031 - TRANS FROM TRAFFIC IMP FND-031	0	0	0	0
599041 - TRANS FROM 1-TIME PROJ FND-041	0	0	0	0
599230 - TRANS FROM JUVENILE FUND-230	0	10,000	10,000	7,000
599757 - TRANS FROM EMERG MANG FND-757	0	0	0	0
TOTAL	**$2,715,192**	**$2,905,293**	**$2,905,293**	**$2,795,905**
59 - OTHER SOURCES				
503202 - LIBRARY DONATIONS	864	0	0	0
509101 - SALE OF FIXED ASSETS	0	0	0	0
509102 - GAIN/ LOSS ON SALE FIXED ASSET	0	0	0	0
509105 - SALE OF MATERIALS	3,756	2,500	2,500	3,750
509201 - INSURANCE RECOVERY	0	0	0	0
509501 - COLLECTION OF BAD DEBTS	0	0	0	0
509502 - MISCELLANEOUS WRITEOFFS	0	0	0	0
509601 - MISCELLANEOUS REVENUE	367,913	100,000	100,000	100,000
509602 - CASH OVER AND SHORT	7,123	0	0	0
509604 - POLICE ACCIDENT REPORTS	3,274	3,500	3,500	3,500
509606 - AUCTION PROCEEDS	0	5,000	5,000	0
509611 - SCRAP METAL SALES	0	0	0	0
509612 - CITY SERVICES REIMBURSEMENT	43,686	58,000	58,000	58,000
509613 - WORKERS COMP REIMBURSEMENT	70,043	20,000	20,000	45,000
509614 - RENTAL OF TOWER	222,132	194,000	194,000	225,000
509617 - LEASE INCOME-EON	0	0	0	0
509618 - GAS WELL OIL REVENUE	20,914	8,000	8,000	13,000
509623 - CLAIM REIMBURSEMENTS	0	0	0	0
588888 - REVENUE SUSPENSE	0	0	0	0
TOTAL	**$725,458**	**$391,000**	**$391,000**	**$448,250**
TOTAL REVENUE	**$36,749,237**	**$37,763,239**	**$38,168,239**	**$39,720,874**

002 - WATER/SEWER UTILITY FUND
PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES	% CHANGE OVER ADOPTED
Revenue						
53 - FINES & FEES	$3,640	$4,000	$4,000	$4,000	$4,000	0.00%
54 - INTERGOV REVENUES	23,733	600	600	600	600	0.00%
55 - INTEREST	16,543	17,100	17,100	17,100	17,100	0.00%
57 - CHARGES FOR SERVICES	18,662,293	19,132,989	19,132,989	21,061,642	21,061,642	10.08%
59 - OTHER SOURCES	320,477	70,777	70,777	70,777	70,777	0.00%
Revenue Total	**$19,026,685**	**$19,225,466**	**$19,225,466**	**$21,154,119**	**$21,154,119**	**10.03%**
Expense						
60 - SALARY AND BENEFITS	$2,027,975	$2,255,320	$2,135,320	$2,307,212	$2,351,735	4.28%
72 - SUPPLIES & MATERIALS	308,060	689,121	687,121	705,528	705,528	2.38%
73 - CONTRACT & PROF SVCS	9,258,438	9,779,393	10,001,393	10,141,222	10,141,222	3.70%
74 - MAINT & REPAIR SVCS	294,618	333,600	333,600	391,900	391,900	17.48%
75 - UTILITIES	91,531	122,612	122,612	124,220	124,220	1.31%
76 - CAPITAL OUTLAY	0	9,490	9,490	0	0	0.00%
77 - DEBT SERVICES	96,047	0	0	0	0	0.00%
78 - TRANSFER TO FUNDS	7,527,476	5,998,881	8,998,881	5,422,998	5,422,998	-9.60%
79 - OTHER FINANCING USES	6,994	19,950	19,950	14,450	14,450	-27.57%
Expense Total	**$19,611,140**	**$19,208,367**	**$22,308,367**	**$19,107,530**	**$19,152,053**	**-0.29%**
REVENUES OVER/(UNDER) EXPENSES	**($584,455)**	**$17,099**	**($3,082,901)**	**$2,046,590**	**$2,002,067**	
BEGINNING WORKING CAPITAL BALANCE *	***$14,427,890***		***$13,843,435***	***$10,760,534***	***$10,760,534***	
ENDING WORKING CAPITAL BALANCE PROJECTED	***$13,843,435***		***$10,760,534***	***$12,807,123***	***$12,762,600***	
Targeted Reserve - 75 Days (20-25%)	$4,029,686		$4,583,911	$3,926,205	$3,935,353	
Excess Amount Over Reserve	$9,813,748		$6,176,623	$8,880,919	$8,827,247	

* Beginning Balance is the audited ending fund balance for FY 2021.

Changes to proposed budget include adding Texas Municipal Retirement System (TMRS) one-time benefit to current employees and retirees.

005 - DEBT SERVICE FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
50 - PROPERTY TAXES	$1,337,545	$856,829	$856,829	$1,483,715
55 - INTEREST	(0)	500	500	500
Revenue Total	**$1,337,545**	**$857,329**	**$857,329**	**$1,484,215**
Expense				
77 - DEBT SERVICES	1,482,256	1,484,600	1,484,600	1,481,356
78 - TRANSFER TO FUNDS	0	0	0	0
Expense Total	**$1,482,256**	**$1,484,600**	**$1,484,600**	**$1,481,356**
REVENUES OVER/(UNDER) EXPENSES	**($144,712)**	**($627,271)**	**($627,271)**	**$2,858**
BEGINNING FUND BALANCE *	***$1,385,475***		***$1,240,763***	***$613,492***
ENDING FUND BALANCE PROJECTED	***$1,240,763***		***$613,492***	***$616,351***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

008 - COMPREHENSIVE SELF INSURANCE

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
505101 - INTEREST ON GOVT POOL INVEST	$0	$500	$500	$500
514107 - GENERAL FUND CONTRIBUTIONS	379,908	379,912	379,912	459,405
514108 - UTILITY FUND CONTRIBUTIONS	51,864	51,862	51,862	77,093
514109 - HOTEL TAX FUND CONTRIBUTIONS	3,552	3,557	3,557	0
514110 - EDC FUND CONTRIBUTIONS	11,628	11,628	11,628	1,282
514111 - SANITATION FUND CONTRIBUTIONS	8,808	8,812	8,812	3,655
514112 - DRAINAGE FUND CONTRIBUTIONS	4,740	4,743	4,743	0
514113 - FIELDHOUSE FUND CONTRIBUTIONS	7,116	7,115	7,115	18,590
Revenue Total	**$467,616**	**$468,129**	**$468,129**	**$560,525**
Expense				
700446 - INSURANCE PREMIUMS TML	336,534	450,000	450,000	450,000
700455 - WORKERS COMPENSATION CLAIMS	121,511	200,000	200,000	75,000
700456 - LIABILITY CLAIMS	94,254	61,200	61,200	60,000
Expense Total	**$552,299**	**$711,200**	**$711,200**	**$585,000**
REVENUES OVER/(UNDER) EXPENSES	**($84,683)**	**($243,071)**	**($243,071)**	**($24,475)**
BEGINNING FUND BALANCE *	***$762,923***		***$678,240***	***$435,169***
ENDING FUND BALANCE PROJECTED	***$678,240***		***$435,169***	***$410,694***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

010 - HOTEL TAX FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
Revenue					
51 - SALES & OTHER TAXES	$843,213	$891,000	$891,000	$893,000	$893,000
55 - INTEREST	0	500	500	500	500
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$843,213**	**$891,500**	**$891,500**	**$893,500**	**$893,500**
Expense					
60 - SALARY AND BENEFITS	$38,181	$84,090	$84,090	$92,131	$93,654
72 - SUPPLIES & MATERIALS	0	5,150	6,059	5,150	5,150
73 - CONTRACT & PROF SVCS	144,984	703,821	702,912	700,264	700,264
78 - TRANSFER TO FUNDS	55,092	31,268	31,268	35,616	35,616
79 - OTHER FINANCING USES	0	3,795	3,795	3,795	3,795
Expense Total	**$238,257**	**$828,124**	**$828,124**	**$836,956**	**$838,479**
REVENUES OVER/(UNDER) EXPENSES	**$604,957**	**$63,376**	**$63,376**	**$56,544**	**$55,021**
BEGINNING FUND BALANCE *	***$2,731,474***		***$3,336,431***	***$3,399,807***	***$3,399,807***
ENDING FUND BALANCE PROJECTED	***$3,336,431***		***$3,399,807***	***$3,456,351***	***$3,454,828***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

Changes to proposed budget include adding Texas Municipal Retirement System (TMRS) one-time benefit to current employees and retirees.

012 - ECONOMIC DEVELOPMENT

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
Revenue					
51 - SALES & OTHER TAXES	$3,158,972	$3,151,139	$3,151,139	$3,384,216	$3,384,216
55 - INTEREST	374	0	0	0	0
Revenue Total	**$3,159,346**	**$3,151,139**	**$3,151,139**	**$3,384,216**	**$3,384,216**
Expense					
60 - SALARY AND BENEFITS	$364,820	$454,555	$454,555	$555,765	$562,735
72 - SUPPLIES & MATERIALS	58,137	73,728	73,728	81,609	81,609
73 - CONTRACT & PROF SVCS	92,830	300,913	300,913	550,201	550,201
74 - MAINT & REPAIR SVCS	44,088	67,600	67,600	85,600	85,600
75 - UTILITIES	12,614	21,100	21,100	23,200	23,200
76 - CAPITAL OUTLAY	20,524	0	0	100,000	100,000
77 - DEBT SERVICES	0	0	0	0	0
78 - TRANSFER TO FUNDS	630,215	612,793	612,793	694,283	694,283
79 - OTHER FINANCING USES	1,574,750	2,254,639	2,254,639	2,388,770	2,388,770
Expense Total	**$2,797,977**	**$3,785,328**	**$3,785,328**	**$4,479,428**	**$4,486,398**
REVENUES OVER/(UNDER) EXPENSES	**361,369**	**($634,189)**	**($634,189)**	**($1,095,212)**	**($1,102,182)**
BEGINNING FUND BALANCE *	***$5,013,633***		***$5,375,002***	***$4,740,813***	***$4,740,813***
ENDING FUND BALANCE PROJECTED	***$5,375,002***		***$4,740,813***	***$3,645,601***	***$3,638,631***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

Changes to proposed budget include adding Texas Municipal Retirement System (TMRS) one-time benefit to current employees and retirees.

013 - GRANT FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
54 - INTERGOV REVENUES	$208,378	$200,000	$200,000	$204,850
56 - FRANCHISE FEE REV	61,866	0	0	0
58 - TRANSFER FROM FUNDS	0	0	0	0
59 - OTHER SOURCES	2,817	0	0	4,675
Revenue Total	**$149,329**	**$200,000**	**$200,000**	**$209,525**
Expense				
60 - SALARY AND BENEFITS	$105,487	$0	$0	$0
72 - SUPPLIES & MATERIALS	48,308	11,997	11,997	6,075
73 - CONTRACT & PROF SVCS	90,540	200,000	200,000	200,000
74 - MAINT & REPAIR SVCS	0	0	0	0
75 - UTILITIES	1,462	3,500	3,500	3,500
76 - CAPITAL OUTLAY	60,752	0	0	0
78 - TRANSFER TO FUNDS	0	0	0	0
79 - OTHER FINANCING USES	520	4,775	4,775	5,807
Expense Total	**$307,068**	**$220,273**	**$220,273**	**$215,382**
REVENUES OVER/(UNDER) EXPENSES	**($157,739)**	**($20,273)**	**($20,273)**	**($5,857)**
BEGINNING FUND BALANCE *	***$306,890***		***$149,151***	***$128,879***
ENDING FUND BALANCE PROJECTED	***$149,151***		***$128,879***	***$123,022***

Current Ongoing Grants and Donations include:
- Senior Meals grant through Dallas Area of Aging (DAAA)
- Fire, Police, and City Marshal training funds through Law Enforcement Officer Standards and Education (LEOSE)
- Fire North Central Texas Trauma Regional Advisory
- Fire, Police, Senior Meals, Library Donations

015 - DRAINAGE FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
Revenue					
55 - INTEREST	0	$200	$200	$200	$200
57 - CHARGES FOR SERVICES	789,946	780,000	780,000	780,000	780,000
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$789,946**	**$780,200**	**$780,200**	**$780,200**	**$780,200**
Expense					
60 - SALARY AND BENEFITS	$104,202	$133,878	$133,878	$143,686	$146,942
72 - SUPPLIES & MATERIALS	10,430	19,508	19,508	20,415	20,415
73 - CONTRACT & PROF SVCS	57,084	138,669	138,669	138,653	138,653
74 - MAINT & REPAIR SVCS	6,880	8,000	8,000	8,000	8,000
75 - UTILITIES	140	168	168	168	168
76 - CAPITAL OUTLAY	138,614	1,427,147	1,561,358	785,060	785,060
78 - TRANSFER TO FUNDS	0	0	0	0	0
79 - OTHER FINANCING USES	200	5,060	5,060	6,760	6,760
Expense Total	**$317,550**	**$1,732,430**	**$1,866,641**	**$1,102,742**	**$1,105,998**
REVENUES OVER/(UNDER) EXPENSES	**472,396**	**($952,230)**	**($1,086,441)**	**($322,542)**	**($325,798)**
BEGINNING FUND BALANCE *	***$1,125,664***		***$1,598,060***	***$511,620***	***$511,620***
ENDING FUND BALANCE PROJECTED	***$1,598,060***		***$511,620***	***$189,078***	***$185,822***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

Changes to proposed budget include adding Texas Municipal Retirement System (TMRS) one-time benefit to current employees and retirees.

415 - FLEET ROTATION FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
505101 - INTEREST ON GOVT POOL INVEST	0	$1,000	$1,000	0
505103 - CERT OF DEPOSIT INTEREST	0	0	0	0
505106 - MONEY MARKET INTEREST	2,073	0	0	0
509101 - SALE OF FIXED ASSETS	0	0	0	0
509102 - GAIN/ LOSS ON SALE FIXED ASSET	0	0	0	0
509201 - INSURANCE RECOVERY	0	0	0	0
514107 - GENERAL FUND CONTRIBUTIONS	715,284	828,970	828,970	711,228
514108 - UTILITY FUND CONTRIBUTIONS	162,420	160,528	160,528	287,203
514110 - EDC FUND CONTRIBUTIONS	2,568	3,806	3,806	6,344
514111 - SANITATION FUND CONTRIBUTIONS	10,620	10,623	10,623	17,705
Revenue Total	**$892,965**	**$1,004,927**	**$1,004,927**	**$1,022,480**
Expense				
700885 - MOTOR VEHICLES	652,573	913,927	913,927	2,023,884
Expense Total	**$652,573**	**$913,927**	**$913,927**	**$2,023,884**
REVENUES OVER/(UNDER) EXPENSES	**240,391**	**91,000**	**91,000**	**($1,001,404)**
BEGINNING FUND BALANCE *	***$2,110,807***		***$2,351,198***	***$2,442,198***
ENDING FUND BALANCE PROJECTED	***$2,351,198***		***$2,442,198***	***$1,440,794***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

017 - UTILITY CAPITAL PROJECTS

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
504111 - REIMB FOR SUMMIT TANK FROM CH	0	0	0	0
505101 - INTEREST ON GOVT POOL INVEST	0	$1,000	$1,000	0
508201 - FEDERAL GRANTS	0	0	149,340	0
580500 - BOND PROCEEDS	0	5,000,000	0	4,500,000
599002 - TRANS FROM UTILITY FUND-002	5,000,000	2,000,000	5,000,000	2,000,000
Revenue Total	**$5,000,000**	**$7,001,000**	**$5,150,340**	**$6,500,000**
Expense				
700450 - CONTRACTUAL SERVICES	$0	$0	$0	$0
700883 - CAPITAL FURNITURE & EQUIPMENT	0	0	632,875	0.00
700884 - OTHER EQUIPMENT	0	0	0	0
708101 - RIGHT OF WAY ACQUISITION	0	0	0	0
708102 - CONSTRUCTION	3,062,482	6,170,164	6,389,960	6,477,978
708103 - PROFESSIONAL FEES	139,473	0	0	0
708104 - LABORATORY TESTING	20,446	0	0	0
Expense Total	**$3,222,401**	**$6,170,164**	**$7,022,835**	**6,477,978**
REVENUES OVER/(UNDER) EXPENSES	**1,777,599**	**830,836**	**($1,872,495)**	**22,022**
BEGINNING WORKING CAPITAL BALANCE *	***$838,615***		***$2,616,214***	***$743,718***
ENDING WORKING CAPITAL BALANCE PROJECTED	***$2,616,214***		***$743,718***	***$765,740***

FY 2024 PROJECT HIGHLIGHTS:

1. Pipebursting - $600,000
2. Greenbriar Estates (Nob Hill)- Water/Wastewater Improvements - $2,147,645
3. Rehabilitation of Ground Storage Tank at Danieldale - $1,500,000
4. Loopline at new Fire Station - $50,000
5. Cedar Ridge Road Reconstruction Utility Portion - $1,300,000

018 - UTILITY METER REPLACEMENT FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
599002 - TRANS FROM UTILITY FUND-002	$0	$1,000,000	$1,000,000	500,000
Revenue Total	**$0**	**$1,000,000**	**$1,000,000**	**500,000**
Expense				
700224 - MINOR TOOLS	$0	$1,500	$0	$0
720108 - UTILITY METERING EQUIPMENT	0	998,500	0	0
Expense Total	**$0**	**$1,000,000**	**$0**	**$0**
REVENUES OVER/(UNDER) EXPENSES	**($0)**	**($0)**	**1,000,000**	**$500,000**
BEGINNING WORKING CAPITAL BALANCE	***$0***		***$0***	***$1,000,000***
ENDING WORKING CAPITAL BALANCE PROJECTED	***$0***		***$1,000,000***	***$1,500,000***

019 - SANITATION FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
Revenue					
55 - INTEREST	0	$500	$500	$500	$500
56 - FRANCHISE FEE REV	139,815	220,000	220,000	230,000	230,000
57 - CHARGES FOR SERVICES	4,007,346	4,506,156	4,506,156	4,456,118	4,456,118
59 - OTHER SOURCES	0	0	0	0	0
Revenue Total	**$4,147,161**	**$4,726,656**	**$4,726,656**	**$4,686,618**	**$4,686,618**
Expense					
60 - SALARY AND BENEFITS	$275,718	$283,892	$283,892	$307,384	$312,081
72 - SUPPLIES & MATERIALS	14,433	16,043	16,043	17,573	17,573
73 - CONTRACT & PROF SVCS	3,771,794	4,230,847	4,230,847	4,034,279	4,034,279
74 - MAINT & REPAIR SVCS	5,224	6,000	6,000	10,000	10,000
75 - UTILITIES	0	356	356	356	356
76 - CAPITAL OUTLAY	26	0	0	0	0
78 - TRANSFER TO FUNDS	352,920	160,623	160,623	217,705	217,705
79 - OTHER FINANCING USES	0	1,450	1,450	600	600
Expense Total	**$4,420,116**	**$4,699,211**	**$4,699,211**	**$4,587,897**	**$4,592,594**
REVENUES OVER/(UNDER) EXPENSES	**($272,954)**	**$27,445**	**$27,445**	**$98,721**	**$94,024**
BEGINNING WORKING CAPITAL BALANCE *	***$881,061***		***$608,107***	***$635,552***	***$635,552***
ENDING WORKING CAPITAL BALANCE PROJECTED	***$608,107***		***$635,552***	***$734,273***	***$729,576***
Targeted Reserve - 75 Days (20-25%)	$908,243		$965,591	$942,719	$943,684
Excess Amount Over / (Short) Reserve	(300,136)		(330,040)	(208,446)	(214,108)

* Beginning Balance is the audited ending fund balance for FY 2021.

Changes to proposed budget include adding Texas Municipal Retirement System (TMRS) one-time benefit to current employees and retirees.

456 - FIELDHOUSE

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24 ORIGINAL	PROPOSED BUDGET FY 23-24 COUNCIL CHANGES
Revenue					
53 - FINES & FEES	$2	$0	$0	$0	$0
57 - CHARGES FOR SERVICES	1,173,167	1,365,450	1,365,450	1,387,500	1,387,500
58 - TRANSFER FROM FUNDS	515,375	533,775	533,775	538,625	538,625
59 - OTHER SOURCES	123,133	132,750	132,750	170,500	170,500
Revenue Total	**$1,811,676**	**$2,031,975**	**$2,031,975**	**$2,096,625**	**$2,096,625**
Expense					
60 - SALARY AND BENEFITS	$528,904	$561,799	$561,799	$567,963	$573,012
72 - SUPPLIES & MATERIALS	223,142	269,651	269,651	292,354	292,354
73 - CONTRACT & PROF SVCS	378,595	413,689	416,489	445,774	445,774
74 - MAINT & REPAIR SVCS	69,466	51,702	48,902	44,754	44,754
75 - UTILITIES	104,700	117,364	117,364	118,564	118,564
77 - DEBT SERVICES	538,925	538,975	538,975	539,125	539,125
78 - TRANSFER TO FUNDS	3,900	3,900	3,900	3,900	3,900
79 - OTHER FINANCING USES	1,175	2,500	2,500	2,450	2,450
Expense Total	**$1,848,807**	**$1,959,580**	**$1,959,580**	**$2,014,884**	**$2,019,933**
REVENUES OVER/(UNDER) EXPENSES	**($37,131)**	**72,395**	**72,395**	**81,741**	**76,692**
BEGINNING WORKING CAPITAL BALANCE *	***($1,408,819)***		***($1,445,950)***	***($1,373,554)***	***($1,373,554)***
ENDING WORKING CAPITAL BALANCE PROJECTED	***($1,445,950)***		***($1,373,554)***	***($1,291,813)***	***($1,296,862)***

* Beginning Balance is the audited ending fund balance for FY 2021.

Changes to proposed budget include adding Texas Municipal Retirement System (TMRS) one-time benefit to current employees and retirees.

410 - IT REPLACEMENT

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
514107 - GENERAL FUND CONTRIBUTIONS	$238,588	$139,053	$139,053	$141,489
514108 - UTILITY FUND CONTRIBUTIONS	8,316	8,320	8,320	8,320
514110 - EDC FUND CONTRIBUTIONS	1,212	1,220	1,220	1,220
514113 - FIELDHOUSE FUND CONTRIBUTIONS	3,900	3,900	3,900	3,900
Revenue Total	**$252,016**	**$152,493**	**$152,493**	**$154,929**
Expense				
700200 - AUDIO/VIDEO EQUIP & TOOLS	$0	$0	$0	$0
700224 - MINOR TOOLS	0	0	0	0
700232 - COMPUTER HARDWARE	252,310	143,200	143,200	152,700
700233 - COMPUTER SOFTWARE	0	0	0	0
Expense Total	**$252,310**	**$143,200**	**$143,200**	**$152,700**
REVENUES OVER/(UNDER) EXPENSES	**($294)**	**$9,293**	**$9,293**	**$2,229**
BEGINNING FUND BALANCE *	***$105,798***		***$105,504***	***$114,797***
ENDING FUND BALANCE PROJECTED	***$105,504***		***$114,797***	***$117,026***

* Beginning Fund Balance is the audited ending fund balance for FY 2021.

033 - TAX INCREMENT FINANCING FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
58 - TRANSFER FROM FUNDS	$58,717	$96,958	$96,958	$96,958
Revenue Total	**$58,717**	**$96,958**	**$96,958**	**$96,958**
Expense				
72 - SUPPLIES & MATERIALS	$0	$200	$200	$200
73 - CONTRACT & PROF SVCS	0	2,550	2,550	2,550
76 - CAPITAL OUTLAY	0	79,500	79,500	79,500
Expense Total	**$0**	**$82,250**	**$82,250**	**$82,250**
REVENUES OVER/(UNDER) EXPENSES	**$58,717**	**$14,708**	**$14,708**	**$14,708**
BEGINNING FUND BALANCE *	***$353,279***		***$411,996***	***$426,704***
ENDING FUND BALANCE PROJECTED	***$411,996***		***$426,704***	***$441,412***

* Beginning Balance is the audited ending fund balance for FY 2021.

041 - ONE-TIME PROJECTS

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
58 - TRANSFER FROM FUNDS	1,136,000	0	37,797	0
Revenue Total	**$1,136,000**	**$0**	**$37,797**	**0**
Expense				
72 - SUPPLIES & MATERIALS	0	0	0	0
73 - CONTRACT & PROF SVCS	8,800	10,000	10,000	0
76 - CAPITAL OUTLAY	195,764	0	1,938,610	0
78 - TRANSFER TO FUNDS	608,363	0	1,007,736	0
Expense Total	**$812,927**	**$10,000**	**$2,956,346**	**$0**
REVENUES OVER/(UNDER) EXPENSES	**$323,073**	**($10,000)**	**($2,918,549)**	($0)
BEGINNING FUND BALANCE *	***$2,685,904***		***$3,008,977***	***$90,428***
ENDING FUND BALANCE PROJEC	***$3,008,977***		***$90,428***	***$90,428***

* Beginning Balance is the audited ending fund balance for FY 2021.

050 - ASSET FORFEITURE

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
54 - INTERGOV REVENUES	$258,416	$36,800	$36,800	$36,800
58 - TRANSFER FROM FUNDS	0	0	0	0
59 - OTHER SOURCES	120	0	0	0
Revenue Total	**$258,536**	**$36,800**	**$36,800**	**$36,800**
Expense				
72 - SUPPLIES & MATERIALS	$1,894	$5,200	$0	$0
73 - CONTRACT & PROF SVCS	128,835	136,269	0	0
74 - MAINT & REPAIR SVCS	0	0	0	0
75 - UTILITIES	3,124	0	0	0
76 - CAPITAL OUTLAY	56,138	0	0	0
78 - TRANSFER TO FUNDS	0	0	0	0
79 - OTHER FINANCING USES	40,987	0	152,269	141,372
Expense Total	**$230,978**	**$141,469**	**$152,269**	**$141,372**
REVENUES OVER/(UNDER) EXPENSES	**$27,558**	**($104,669)**	**($115,469)**	**($104,572)**
BEGINNING FUND BALANCE *	***$361,560***		***$389,118***	***$273,649***
ENDING FUND BALANCE PROJECTED	***$389,118***		***$273,649***	***$169,077***

* Beginning Balance is the audited ending fund balance for FY 2021.

215 - PEG FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
55 - INTEREST	$0	$100	$100	$0
56 - FRANCHISE FEE REV	141,010	95,000	95,000	95,000
58 - TRANSFER FROM FUNDS	0	0	0	0
Revenue Total	**$141,010**	**$95,100**	**$95,100**	**$95,000**
Expense				
72 - SUPPLIES & MATERIALS	$0	$20,000	$20,000	$20,000
76 - CAPITAL OUTLAY	0	60,000	60,000	0
Expense Total	**$0**	**$80,000**	**$80,000**	**$20,000**
REVENUES OVER/(UNDER) EXPENSES	**$141,010**	**$15,100**	**$15,100**	**$75,000**
BEGINNING FUND BALANCE *	***$0***		***$141,010***	***$156,110***
ENDING FUND BALANCE PROJECTED	***$141,010***		***$156,110***	***$231,110***

SPECIAL USE - COURT FUNDS

PROPOSED BUDGET - FY 2023-2024

225 - COURT SECURITY	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
53 - FINES & FEES	$8,158	$9,500	$9,500	$8,000
55 - INTEREST	0	500	500	0
Revenue Total	**$8,158**	**$10,000**	**$10,000**	**$8,000**
Expense				
60 - SALARY AND BENEFITS	$0	$0	$0	$0
72 - SUPPLIES & MATERIALS	0	0	0	0
73 - CONTRACT & PROF SVCS	0	0	0	0
76 - CAPITAL OUTLAY	0	0	0	0
Expense Total	**0**	**0**	**0**	**0**
REVENUES OVER/(UNDER) EXPENSES	**$8,158**	**$10,000**	**$10,000**	**$8,000**
BEGINNING FUND BALANCE *	***$47,419***		***$55,577***	***$65,577***
ENDING FUND BALANCE PROJECTED	***$55,577***		***$65,577***	***$73,577***

230 - JUVENILE CASE MANAGER	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
53 - FINES & FEES	$8,998	$12,000	$12,000	$8,000
55 - INTEREST	0	200	200	0
Revenue Total	**$8,998**	**$12,200**	**$12,200**	**$8,000**
Expense				
60 - SALARY AND BENEFITS	$25,272	$0	$0	$0
72 - SUPPLIES & MATERIALS	0	250	250	250
73 - CONTRACT & PROF SVCS	100	75	75	0
78 - TRANSFER TO FUNDS	0	10,000	10,000	7,000
79 - OTHER FINANCING USES	200	650	750	750
Expense Total	**$25,571**	**$10,975**	**$11,075**	**$8,000**
REVENUES OVER/(UNDER) EXPENSES	**($16,574)**	**$1,225**	**$1,125**	**($0)**
BEGINNING FUND BALANCE *	***$16,943***		***$369***	***$1,494***
ENDING FUND BALANCE PROJECTED	***$369***		***$1,494***	***$1,494***

235 - COURT TECHNOLOGY	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
53 - FINES & FEES	$7,105	$12,000	$12,000	$7,500
55 - INTEREST	0	$500	$500	0
Revenue Total	**$7,105**	**$12,500**	**$12,500**	**$7,500**
Expense				
72 - SUPPLIES & MATERIALS	$0	$0	$0	$0
73 - CONTRACT & PROF SVCS	$0	$0	$0	$0
74 - MAINT & REPAIR SVCS	$0	$0	$0	$250
Expense Total	**($0)**	**($0)**	**($0)**	**($250)**
REVENUES OVER/(UNDER) EXPENSES	**$7,105**	**$12,500**	**$12,500**	**$7,250**
BEGINNING FUND BALANCE *	***$35,003***		***$42,108***	***$54,608***
ENDING FUND BALANCE PROJECTED	***$42,108***		***$54,608***	***$61,858***

* Beginning Balance is the audited ending fund balance for FY 2021.

758 - AMERICAN RESCUE PLAN

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
54 - INTERGOV REVENUES	$252,801	$5,052,801	$5,052,801	$0
55 - INTEREST	11,084	3,000	3,000	0
58 - TRANSFER FROM FUNDS	0	0	0	0
Revenue Total	**$263,885**	**$5,055,801**	**$5,055,801**	**$0**
Expense				
60 - SALARY AND BENEFITS	1,231,136	0	0	0.00
72 - SUPPLIES & MATERIALS	39,320	831,729	831,729	1,230,000.00
73 - CONTRACT & PROF SVCS	73,369	144,300	144,300	0
76 - CAPITAL OUTLAY	370,476	2,921,338	5,519,338	0
78 - TRANSFER TO FUNDS	0	0	0	0
79 - OTHER FINANCING USES	213,750	70,000	70,000	301,250.00
Expense Total	**$1,928,051**	**$3,967,367**	**$6,565,367**	**$1,531,250**
REVENUES OVER/(UNDER) EXPENSES	**($1,664,166)**	**$1,088,434**	**($1,509,566)**	**($1,531,250)**
BEGINNING FUND BALANCE *	***$4,801,199***		***$3,137,033***	***$1,627,467***
ENDING FUND BALANCE PROJECTED	***$3,137,033***		***$1,627,467***	***$96,217***

FY 2024 PROJECT HIGHLIGHTS:
1. Dog Park - $100,000
2. Recreation Center Fitness Expansion - $205,000
3. Re-evaluation and re-implementation of ERP (Enterprise Resource Planning) system - Tyler Technologies to ensure correct set up and processes in order to maximum utilization of the investement. This includes Financials, Human Capital, Asset Management, and Energov (licensing, permits, development services). - $340,000

020 - STREET/ALLEY CIP FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
54 - INTERGOV REVENUES	$90,006	$91,000	$91,000	$91,000
55 - INTEREST	0	0	0	0
58 - TRANSFER FROM FUNDS	860,722	85,000	585,000	99,000
59 - OTHER SOURCES	0	0	0	0
Revenue Total	**$950,727**	**$176,000**	**$676,000**	**$190,000**
Expense				
73 - CONTRACT & PROF SVCS	8,513	20,000	20,000	0
76 - CAPITAL OUTLAY	243,085	607,267	1,107,267	600,000
Expense Total	**$251,597**	**$627,267**	**$1,127,267**	**$600,000**
REVENUES OVER/(UNDER) EXPENSES	**$699,130**	**($451,267)**	**($451,267)**	**($410,000)**
BEGINNING FUND BALANCE *	***$195,745***		***$894,875***	***$443,608***
ENDING FUND BALANCE PROJEC	***$894,875***		***$443,608***	***$33,608***

FY 2024 PROJECT HIGHLIGHT:
1. Oriole Boulevard - Sidewalks in conjunction with grant funding from Dallas County. To approve walkability over I-20 bridge on Oriole. - $600,000

024 - PARK CAPITAL IMPROV FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
54 - INTERGOV REVENUES	$0	$0	$0	$750,000
58 - TRANSFER FROM FUNDS	5,220,000	0	494,415	0
59 - OTHER SOURCES	0	0	0	0
Revenue Total	**$5,220,000**	**$0**	**$494,415**	**$750,000**
Expense				
76 - CAPITAL OUTLAY	0	5,200,000	5,200,000	3,513,275
Expense Total	**$0**	**$5,200,000**	**$5,200,000**	**$3,513,275**
REVENUES OVER/(UNDER) EXPENSES	**$5,220,000**	**($5,200,000)**	**($4,705,585)**	**($2,763,275)**
BEGINNING FUND BALANCE *	***$21,043***		***$5,241,043***	***$535,458***
ENDING FUND BALANCE PROJECTED	***$5,241,043***		***$535,458***	***($2,227,817)***

FY 2024 PROJECT HIGHLIGHTS:
1. Complete Harrington Park - Concessions, Restroom, and Parking Lot with 2019 Bond fund proceeds.
2. Complete Armstrong Park playground and Splashpad with 2019 Bond fund proceeds.

025 - ALLEY IMPROVEMENT FUND

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
58 - TRANSFER FROM FUNDS	150,000	150,000	150,000	200,000
Revenue Total	**$150,000**	**$150,000**	**$150,000**	**$200,000**
Expense				
73 - CONTRACT & PROF SVCS	21,991	0	0	0
76 - CAPITAL OUTLAY	0	279,943	279,943	114,508
Expense Total	**$21,991**	**$279,943**	**$279,943**	**$114,508**
REVENUES OVER/(UNDER) EXPENSES	**$128,010**	**($129,943)**	**($129,943)**	**$85,492**
BEGINNING FUND BALANCE *	***$218,837***		***$346,847***	***$216,904***
ENDING FUND BALANCE PROJECTED	***$346,847***		***$216,904***	***$302,396***

FY 2024 PROJECT HIGHLIGHTS:
1. Cherry Street/Center Alley Improvements

026 - CAPITAL IMPROVEMENT PROJECTS

PROPOSED BUDGET - FY 2023-2024

	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
55 - INTEREST	81,168	100,000	100,000	0
58 - TRANSFER FROM FUNDS	0	0	1,023,236	0
59 - OTHER SOURCES	0	0	0	0
Revenue Total	**$81,168**	**$100,000**	**$1,123,236**	**$0**
Expense				
73 - CONTRACT & PROF SVCS	309,876	25,000	25,000	0
76 - CAPITAL OUTLAY	1,405,044	9,600,000	9,600,000	5,075,000
77 - DEBT SERVICES	0	0	0	0
78 - TRANSFER TO FUNDS	5,200,000	0	494,415	0
Expense Total	**$6,914,920**	**$9,625,000**	**$10,119,415**	**$5,075,000**
REVENUES OVER/(UNDER) EXPENSES	**($6,833,752)**	**($9,525,000)**	**($8,996,179)**	**($5,075,000)**
BEGINNING FUND BALANCE *	***$19,771,548***		***$12,937,796***	***$3,941,617***
ENDING FUND BALANCE PROJECTED	***$12,937,796***		***$3,941,617***	***($1,133,383)***

FY 2024 PROJECT HIGHLIGHTS:
1. Begin Cedar Ridge Road Reconstruction
2. Begin Service Center Renovation

CONSOLIDATED REPLACEMENT FUNDS

PROPOSED BUDGET - FY 2023-2024

401 - FURNITURE REPLACEMENT	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
58 - TRANSFER FROM FUNDS	0	60,000	60,000	40,000
Revenue Total	**$0**	**$60,000**	**$60,000**	**$40,000**
Expense				
76 - CAPITAL OUTLAY	0	60,000	60,000	69,000
Expense Total	**$0**	**$60,000**	**$60,000**	**$69,000**
REVENUES OVER/(UNDER) EXPENSES	**($0)**	**($0)**	**($0)**	**($29,000)**

420 - SWAT EQUIPMENT REPLACEMENT	ACTUAL FY 21-22	ADOPTED BUDGET FY 22-23	REVISED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue				
58 - TRANSFER FROM FUNDS	0	0	0	75,000
Revenue Total	**$0**	**$0**	**$0**	**$75,000**
Expense				
72 - SUPPLIES & MATERIALS	0	0	0	75,322
Expense Total	**$0**	**$0**	**$0**	**$75,322**
REVENUES OVER/(UNDER) EXPENSES	**($0)**	**($0)**	**($0)**	**($322)**

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider a Resolution authorizing a contract with Prime Controls, sole source procurement to replace the City's existing SCADA (Supervisory Control and Data Acquisition) System software and equipment, and to provide ongoing maintenance, for a total expenditure amount not to exceed $480,000.00.

Vision Statement:

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

Pillar:

- **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:
Jacqueline R. Culton, MBA, PE, Director of Public Works (Interim)
Matt Bryant, Utilities Superintendent

BACKGROUND/HISTORY:
The City of Duncanville Utilities Division utilizes a Supervisory Control and Data Acquisition (SCADA) System for operational control and collection of data needed to operate the City's water distribution system. SCADA provides 24/7 potable water distribution system monitoring, security for the City's water facilities, fully automated operation of water pumps, reporting, and data trends analysis capabilities. This helps to ensure 24/7 uninterrupted water supply to the residents of Duncanville through a fully automated operation.

Our current system, installed in January 2016, is out of warranty, past its useful life, and utilizes outdated technology. We have also been experiencing command failures and alarms not notifying personnel. Most modern SCADA systems consider the City's current SCADA software protocols and programming an aging technology.

The primary issue is the limited available support. Our current SCADA vendor is located in Springfield, NJ, and has one certified technical support person to service all of Texas.

When considering an update to the software and equipment, staff consulted with various local SCADA system installers and providers and determined that a local Texas firm would be best suited.

Staff requested a proposal from Prime Controls, one of Texas' leading automation and SCADA designers and installers nationwide. Prime Controls has a large team of SCADA technical support, design engineers, and installers in Lewisville, TX (see attachment 1).

The City Council's authorization of an agreement with Prime Controls provides for the modernization of the water SCADA system by replacing outdated components within the SCADA network. Updating the system will improve reliability and integrity by integrating new software and communication technologies to provide enhanced functionality, a robust control network with high-speed connections, and a higher level of cyber security.

POLICY EXPLANATION:
City staff recommends approval of a sole source contract with Prime Controls to replace the City's existing SCADA system using Utility CIP funds.

The proposal includes an estimated $431,000.00 for the SCADA system upgrade (Exhibit A). However, staff requests an amount not to exceed $480,000.00 to cover any unforeseen expenses associated with the system upgrade.

FUNDING SOURCE:

ORG and Object Number
17100000-708102 (Utility CIP Water Projects/Construction)

Available Budget	**Purchase Amount**	**After Encumber**
$481,723.34	$480,000.00	$1,723.34

ACTION ALTERNATIVES:
1. Authorize a contract with Prime Controls, sole source procurement to replace the City's existing SCADA (Supervisory Control and Data Acquisition) System software and equipment, and to provide ongoing maintenance, for a total expenditure amount not to exceed $480,000.00.
2. Do not authorize a contract with Prime Controls, sole source procurement to replace the City's existing SCADA (Supervisory Control and Data Acquisition) System software and equipment, and to provide ongoing maintenance, for a total expenditure amount not to exceed $480,000.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Prime Controls Sole Source Memo
Resolution No. - 2023-062 - SCADA System Upgrade with Exhibit

Attachment 1

Memo

Date	September 5, 2023
To	Mayor and Council
From	Robert D. Brown, Jr., City Manager (Interim)
Subject	Sole Source Memo for Prime Controls // SCADA Replacement

Request:

Approve a sole source contract with Prime Controls to replace the existing SCADA (Supervisory Control And Data Acquisition) system software, equipment, and ongoing maintenance. The SCADA system is integrated into the City's water system.

Justification:

The City of Duncanville utilizes a SCADA system that provides for automated control, statuses, alarms, security features for the City's water distribution, pumping, and storage system, as well as the City's wastewater infrastructure. Instant access to critical water and wastewater operations information allows Utilities staff to analyze data regularly and make prompt decisions regarding the operation of the water and wastewater systems. This helps to ensure the safe and reliable delivery of vital water and wastewater services to our citizens, community, and businesses.

The City of Duncanville's current SCADA system has reached the end of its useful life and requires a significant upgrade. An out-of-state vendor installed the current system. The vendor has a single certified maintenance and technical support person to service all of Texas. This limited technical support has resulted in excessive delays in providing service for the upkeep of the City's current SCADA system.

After an in-depth review of the City's SCADA system needs for the future and a search for SCADA vendors, City Utility staff has identified a local contractor capable of providing a two-hour response time. The vendor is a certified SCADA systems integrator with a successful track record of maintaining many similar SCADA systems in North Central Texas.

Prime Controls, located in Lewisville, Texas, is a certified SCADA systems integrator who provides reliable water/wastewater control system solutions for hundreds of communities, many in North Texas, including Duncanville's drinking water supplier and wastewater treatment providers, Dallas Water Utilities, and Trinity River Authority. Prime Controls provides computer-based SCADA systems that enable remote monitoring and automation of facilities such as water treatment plants, wastewater treatment plants, elevated tanks, pump stations, hydroelectric plants, and remote CCTV and security monitoring sites.

City staff recommends approval of Prime Controls as the sole-source contractor that can meet the needs of the City of Duncanville for this vital installation and continued maintenance services.

RESOLUTION NO. 2023-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT WITH PRIME CONTROLS, SOLE SOURCE PROCUREMENT TO REPLACE THE CITY'S EXISTING SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) SYSTEM SOFTWARE AND EQUIPMENT AND TO PROVIDE ONGOING MAINTENANCE, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," FOR A TOTAL EXPENDITURE AMOUNT NOT TO EXCEED $480,000.00; AUTHORIZING THE INTERIM CITY MANAGER TO EXCUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, Utilities Division utilizes a Supervisory Control and Data Acquisition (SCADA) System to automate, control, and monitor its water distribution system to provide uninterrupted, safe drinking water to its citizens, as well as intruder alarm security at all water storage facilities; and

WHEREAS, the City of Duncanville, Texas, currently uses a SCADA System provided and maintained by QEI, Inc. out of Springfield, New Jersey, which only has one certified technician in Texas; and

WHEREAS, the City of Duncanville, Texas, now desires to enter into an agreement with a local and reputable company capable of a two-hour emergency response time to provide the installation and maintenance of the proposed replacement software and hardware; and

WHEREAS, the City of Duncanville, Texas, has Utility Capital Improvement funds available to replace this system; and

WHEREAS, that the sole source for the products and maintenance necessary to interface current SCADA system, and

WHEREAS, the Purchasing Department to ensure a sole source exception under state law.

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 contract with Prime Controls, sole source procurement to replace the City's existing SCADA System software and equipment and to provide ongoing maintenance, attached

4885-3594-9949, v. 1

hereto and incorporated herein as Exhibit "A," for a total expenditure amount not to exceed $480,000.00.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the Interim City Manager 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 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

PRIME CONTROLS
1725 LAKEPOINTE DRIVE LEWISVILLE, TX 75057
PHONE 972-221-4849 FAX 972-420-4842

June 6, 2023

To: The City of Duncanville

Attn: Mathew Bryant

Ref: SCADA System Upgrades for Duncanville Water Distribution System
Prime Controls Quote No.: CODSSUP82622 R1

PRIME CONTROLS BUDGETARY PROPOSAL

Prime Controls, L.P. understands that City of Duncanville is seeking to upgrade their Supervisory Control and Data Acquisition System (SCADA) for the Water Distribution System. This upgrade project is intended to provide a robust system that is scalable and resilient to meet the current and future demands for the city. The scope of services described below are based on our site observations and discussions with operations staff.

Our proposal is based on the recommendations described in Section A "Systems Overview" and is based on providing the following major products, equipment, and services detailed in section B & C of this proposal. Our proposal is considered complete, with the exception of those items specifically excluded within the "Exclusions" section C of this proposal.

A. SYSTEM OVERVIEW

WATER DISTRIBUTION SYSTEM

The existing HMI application used for monitoring and control of the Water Delivery system resides at the city service center. There are two (2) tower servers and two (2) operator workstations located at the city service center which run the legacy HMI application (QEI) software. Communication between the service center and the remote sites is accomplished through redundant cellular modems. There are QEI, remote terminal units (RTU's) at each of the facilities listed in the table below. While the existing control system is operational, the technology (hardware & software) of this system is considered outdated when compared to modern SCADA systems.

Duncanville Water Distribution Facilities	
North Main Pump Station	River Oaks Elevated Storage Tank
North Main Elevated Storage Tank	Hwy 67 PRV Valve
Daniel Dale Pump Station	Shady Trail PRV Valve
Clark Elevated Storage Tank	City Service Center Data Concentrator RTU
Summit Pump Station	Sherrill Lift Station

Water Distribution System Improvements/ Enhancements

Based on our site observations and discussions with city staff we are proposing upgrading the existing HMI platform including providing new servers and operator workstations to be installed at the city service center. In addition to providing new top end control software and hardware all the remote site RTU hardware will be upgraded with new programmable logic control (PLC) hardware. The tables below list the major products and services associated with this upgrade.

B. CONTROL PANELS AND MAJOR PRODUCTS

Major products and control panels to be furnished by Prime Controls include the following:

WATER DISTRIBUTION SYSTEM		
ITEM	**QTY**	**DESCRIPTION**
1.	9	New fully assembled control panel subpanels with the following major hardware: • Modicon M340 PLC Hardware • Redundant Power Supplies with Diode • UPS with Maintenance By-Pass Switch
2.	2	Dell Rack Mount Servers installed in server rack with UPS
3.	1	Operator Workstation with 24” Monitors
4.	1	Licensed Copy of VT SCADA Control Systems software Including: • 5000K I/O Tags • Unlimited Client Connections (PC/ Mobile) • Historian • OPC Drivers • Remote alarming and monitoring capabilities
5.	1	Licensed Copy of XL Reporter
6.	1	Fully Assembled Lift Station RTU Panel with 316SS Enclosure and new Equipment Rack. (Add Alternate)

PRIME CONTROLS

C. SERVICES

Services to be provided by Prime Controls include the following major items:

ITEM	SERVICE
1.	Onsite field assessment and testing of the existing controls system prior to upgrade.
2.	Administer 1-2 control system / HMI workshops with operations staff during the design and development phase of the new control screens.
3.	Upgrade the Legacy HMI application from QEI to VTSCADA. The new HMI application will be hosted on two (2) redundant tower servers located at the City Service Center.
4.	HMI/SCADA/ PLC System Software Development and Programming Services associated with migrating the existing legacy controls system software (QEI) to the new VT SCADA Application.
5.	Field replacement of the existing QEI RTU hardware at all the water distribution facilities with new PLC hardware. New enclosure back panels with new control hardware will be provided and installed in the existing control panel enclosures. (*The existing field hardware will have to be replaced to interface with the new HMI application)*
6.	Setup and configuration services associated with migrating the existing operator workstation(s) from the legacy HMI application to the new system.
7.	Field Calibration, Check-Out and Start-Up Services
8.	Factory and Site Acceptance Testing with operations staff prior to onsite deployment.
9.	Operator and Maintenance training services.
10.	Operations and Maintenance Documentation for new hardware and software.
11.	One year (1) warranty services for provided equipment and systems upon final completion of the project.

D. PROPOSAL EXCLUSIONS

The following items are not included in our pricing and shall be the responsibility of others:

ITEM	EXCLUSION
1.	Furnishing or installation of network hardware and infrastructure for connection between the remote sites and the city service center. The existing cellular modems shall be reused. Any configuration changes required to the existing hardware shall be done by the City's network service provider.
2.	Internet service provider data plan services /expenses for cellular modems.
3.	Disposal of removed or demolished material. Such material will be turned over to the owner for salvage or disposal.
4.	Furnishing and installation of all electrical conduit, raceway, duct banks, wire, etc. required to connect instruments and associated panels.

ITEM	EXCLUSION
5.	Furnishing and installation of all electrical power and specialty panels/products including switchgear, MCCs, distribution panels, AFD's/VFD's, disconnects, heat tracing, power monitor devices, etc.

E. PROPOSAL CLARIFICATIONS

ITEM	CLARIFICATION
1.	Pricing does not include Sales Taxes or Bonding costs.
2.	Pricing shall be valid for 90 days only from proposal date.
3.	Pricing is based on the assumption that, once Prime Controls receives an order or notice to Proceed, the project will proceed without interruption. Should any interruptions occur due to Force Majeure, Prime Controls reserves the right to adjust pricing accordingly.

F. PROPOSAL PRICING

Item	Description	Pricing
1	Water Distribution System SCADA Upgrades	$431,000.00
	TOTAL BASE AMOUNT	**$431,000.00**
	Alternate- Sherrill Lift Station	$16,750.00

We sincerely appreciate this opportunity and look forward to being of service for this work.

Thanks again and please feel free to call if there are any questions.

Sincerely,

Prime Controls, LP

Lain Cloy, PMP
Account Manager
Ph. 972-221-4849
Email l.cloy@prime-controls.com

STAFF REPORT

MEETING: City Council - 05 Sep 2023

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

Vision Statement:

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

STAFF RESPONSIBLE:
Robert D. Brown, Jr., Interim City Manager

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

POLICY EXPLANATION:
On September 21, 2021, Mr. Patrick Harvey was appointed as a director for a two-year term.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:
Resolution No. - 2023-088 - Appointment of North Central Housing Finance Corporation
N Central Tx_By_Laws_11.11.2016

RESOLUTION NO. 2023-088

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

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

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

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of September, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

BY-LAWS OF

NORTH CENTRAL TEXAS HOUSING FINANCE CORPORATION

ARTICLE I

Powers and Purposes

SECTION 1.01: Purpose. The North Central Texas Housing Finance Corporation (the "Corporation") is duly incorporated under and pursuant to the Texas Housing Finance Corporation Act (the "Act") for the purpose of benefiting and accomplishing public purposes of, and on behalf of, those Local Governmental Units specified in Schedule A attached hereto and made part hereof (the "Sponsoring Local Governmental Units"), by financing the cost of residential ownership and development that will provide decent, safe and sanitary housing for residents of the Unit at prices they can afford. It has been determined and declared by the Legislature of the State of Texas that such residential ownership and development will (a) provide for and promote the public health, safety, morals, and welfare; (b) relieve conditions of unemployment and encourage the increase of industry and commercial activity and economic development so as to reduce the evils attendant upon unemployment; (c) provide for efficient and well-planned urban growth and development including the elimination and prevention of potential urban blight and proper coordination of industrial facilities with public services, mass transportation and residential development; (d) assist persons of low and moderate income in acquiring and owning decent, safe and sanitary housing which they can afford; and (e) preserve and increase ad valorem tax bases of local governmental units; and the foregoing have been determined and declared by the Legislature of the State of Texas to lessen the burden of government and to be public purposes and functions.

The Corporation is organized solely to carry out the purposes of the Act and specifically shall have the power to make or acquire home mortgages or make loans to lending institutions.

SECTION 1.02: Powers. The Corporation shall have all such powers as are conferred by the Articles of Incorporation and the Act.

SECTION 1.03. Exercise of Powers, and Authorization of Bonds. The exercise of any or all powers granted by the Act may be authorize, and the bonds may be authorized to be issued under the Act for the purposes set forth in the Act, by resolution of the Board of Directors of the Corporation, which shall take effect immediately upon adoption.

SECTION 1.04. Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of proceedings of its Board of Directors. Such books and records may be stored electronically, in print or other form acceptable to the Board.

ARTICLE II

Board of Directors

SECTION 2.01. Appointment, Removal, Number and Term of Office. Each Sponsoring Local Governmental Unit ("Unit") shall appoint a director and may appoint up to two alternate directors all of whom shall reside within the Unit that appointed them. All directors and alternate directors shall be entitled to attend any meeting; however each Unit shall be entitled to only one vote, which shall be cast by the director or, in the absence of the director by one of the alternate directors. The director shall have the power to vote, whenever present at a board meeting. The number of directors shall increase or decrease based upon the number of Units of the Corporation. Each director, including the initial directors, and each alternate director shall be eligible for reappointment. Directors and alternate directors are removable only by the Unit which appointed the director, for cause or at will. Any vacancy occurring on the Board of Directors through death, resignation, or otherwise, shall be filled by appointment by the Unit which appointed the vacating director and the appointed director or alternate director shall hold office until the expiration of the term for which the vacating director had been appointed. Each Unit shall set the length of term of the directors and alternate directors it appoints but no term shall be in excess of six (6) years. Each Unit shall notify the Corporation, in writing, of its appointed directors, alternate directors and their respective terms, and give written notice to the Corporation of any changes made thereto.

SECTION 2.02. Meeting of Directors. The directors may hold their meeting within or without the State of Texas as the Board of Directors may from time to time determine; provided, however, in the absence of any such determination by the Board of Directors, the meeting may be held at the registered office of the Corporation in the State of Texas. Meeting may also be held via telephone, in person, video conferencing or the method agreed upon by the Board of Directors.

SECTION 2.03. Regular Meetings. Regular Meetings of the Board of Directors shall be held without necessity of notice at such times and places as shall be designated, from time to time, by resolution of the Board of Directors.

SECTION 2.04. Special Meetings. Special Meetings shall be held whenever called by the, president, by the secretary, by a majority of the directors for the time being in office or upon advise of or request by the governing body of the local governmental unit.

The Secretary shall give notice to each director of each Special Meeting in person, or by mail, telephone or telegraph, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and voted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon. Whenever any notice is required to be given to any director hereunder, a waiver thereof in writing signed by the person or persons entitled to

such notice, whether before or after the time stated therein, shall be equivalent to giving of such notice.

SECTION 2.05. Quorum. Quorum shall be a majority of the directors eligible to cast a vote at a meeting. Alternate directors not eligible to vote are not directors for purposes of quorum. When the quorum is present, action may be taken by a majority vote to the directors present who are eligible to vote.

SECTION 2.06. Conduct of Business. At the meeting of the Board of Directors, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president.

The secretary of the Corporation shall act as secretary of all meeting of the Board of Directors, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

SECTION 2.07. Executive Committee. The Board of Directors, by resolution passed by a majority of the directors in office, may designate two or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the Corporation, except where action of the Board of Directors is specified by law. The executive committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board of Directors from time to time.

SECTION 2.08. Compensation of Directors. Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

ARTICLE III

Officers

SECTION 3.01. Titles and Term of Office. The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board of Directors may from time to time elect or appoint. One person may hold more than one office, except that the president shall not hold the office of secretary. Terms of office shall not exceed three years. The President and Vice-President shall be chosen from the members of the Board of Directors. The Treasurer and Secretary may or may not be members of the Board. It is the

intention of the Board of Directors to conduct officer elections at the fourth quarter meeting of every third calendar year.

All officers shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors.

A vacancy in the office of any officer shall be filled by a vote of a majority of the directors.

SECTION 3.02. Powers and Duties of the President. The president shall be the chief executive officer of the Corporation and, subject to the Board of Directors, he shall be in general charge of the properties and affairs of the Corporation; he shall preside at all meetings of the Board of Directors; in furtherance of the purposes of this Corporation, he may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation.

SECTION 3.03. Vice President. The vice president shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

SECTION 3.04. Treasurer. The treasurer shall have custody of all the funds and securities of the Corporation which come into his hands. When necessary or proper, he may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors; he may sign all receipts and vouchers for payment made to the Corporation, either alone or jointly with such other officer as is designated by the Board of Directors; whenever required by the Board of Directors, he shall render a statement of his cash account; he shall enter or cause to be entered regularly in the books of the Corporation to be kept by him for that purpose full and accurate accounts of all monies received and paid out on account of the Corporation; he shall perform all acts incident to the position of treasurer subject to the control of the Board of Directors; he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.

SECTION 3.05. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose; he shall attend to the giving and serving of all notices; in furtherance of the purposes of this Corporation, he may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities of which the treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, all of

which shall at all reasonable times be open to inspection upon application at the office of the Corporation during business hours, and he shall in general perform all duties incident to the office of the secretary subject to the control of the Board of Directors.

ARTICLE IV

Provisions Regarding Articles of Incorporation and By-laws

SECTION 4.01. Effective Date. These By-laws shall become effective upon adoption by the Board of Directors.

SECTION 4.02. Amendments to Articles of Incorporation and By-laws. The Articles of Incorporation may at any time and from time to time be amended, provided that the Board of Directors files with the governing bodies of the Sponsoring Local Governmental Units a written application requesting that said governing body approve such amendment to the Articles of Incorporation, specifying in such application the amendment or amendments proposed to be made. If said governing bodies by appropriate resolutions find and determine that it is wise, expedient, necessary or advisable that the proposed amendment be made, authorize the same to be made and approve the form of the proposed amendment, the Board of Directors may proceed to amend the Articles as provided in the Act.

The Articles of Incorporation may also be amended at any time by the governing bodies of the Sponsoring Local Governmental Units at its sole discretion by adopting an amendment to the Articles of Incorporation of the Corporation by resolution of said governing bodies and delivering the Articles of Amendment to the Secretary of State as provided in the Act.

These By-laws may be amended by majority vote of the Board of Directors.

SECTION 4.03. Interpretation of By-laws. These By-laws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these By-laws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these By-laws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these By-laws to any other person or circumstance shall not be affected thereby.

ARTICILE V

Fiscal Provisions

SECTION 5.01. Non-profit Corporation -- Disposition of Earnings. The Corporation is a public non-profit corporation. No dividends shall ever be paid, and no part of the net earnings of the Corporation shall be distributed to, or inure to the benefit of, its directors, or officers, or other private person, association, or corporation, except in reasonable amount for services rendered, and except that in the event the Board of Directors of the Corporation shall determine that sufficient provision has been made for the full payment of the expenses, debts and other obligations of the Corporation, then any net earnings of the Corporation thereafter accruing shall be paid to the Sponsoring Local Governmental Units; provided, however, that nothing herein contained shall prevent the Board of Directors from transferring all or any part of its properties in accordance with the terms of any contract or agreement entered into by the Corporation.

SECTION 5.02. Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Directors.

SECTION 5.03. Checks, Demands for Money, and Notes. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate provided that in no event shall a check be negotiable until it is signed by at least one officer.

SECTION 5.04. Dissolution of Corporation -- Distribution of Funds and Properties. Upon dissolution of the Corporation, title to all funds and properties or interest in any real or personal property owned by the Corporation at the time of such dissolution shall vest in the Sponsoring Local Governmental Units, and possession of such funds and properties or interest in properties shall forthwith be delivered to the Sponsoring Local Governmental Units.

ARTICLE VI

General Provisions

SECTION 6.01. Principal Office. The principal office of the Corporation shall be City of DeSoto, 211 East Pleasant Run Road, DeSoto, TX 75115, Attention: Letitia Shelton.

The Corporation shall have and continuously maintain in the State of Texas a registered office (which may be, but need not be, the same as the principal office) and registered agent in accordance with the provisions of Article 2.05, Texas Non-Profit Corporation Act. The Corporation may change its registered office and registered agent in accordance with the provisions of Article 2.06., Texas Non-Profit Corporation Act. Process may be served on the Corporation in accordance with the provisions of Article 2.07, Texas Non-Profit Corporation Act.

SECTION 6.02. Seal. The seal of the Corporation shall be as determined by the Board of Directors.

SECTION 6.03. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

The amendment was adopted at a meeting of the Board of Directors held on November 12, 2016, and received the vote of a majority of the directors in office.

Dated: November 12, 2016

NORTH CENTRAL TEXAS HOUSING FINANCE CORPORATION

By: Camelia Browder
Name: Camelia Browder
Title: President

Exhibit A
Sponsoring Units

City of Cedar Hill
City of DeSoto
City of Duncanville
City of Waxahachie
City of Lancaster
Hunt County
Ellis County
Kaufman County
Navarro County
Rockwall County

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider an Ordinance amending The Code of Ordinances by amending Chapter 5 'buildings and general building regulations', article ii 'building code', division 2 'international building code' by amending section 5-27 "amendments to building code"; by amending subsection (27), by repealing section 903.2.11.9 buildings over 6,000 sq. Ft. And replacing it with new section 903.2.11.9 "buildings over 6,000 sq. Ft."; providing for additional amendments to the international building code, 2015 edition regarding sprinkler system; providing a severability clause; providing a repealing clause; providing a savings clause; providing a penalty for violation of this ordinance not to exceed the sum of two thousand dollars ($2,000.00) for each offense.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Agustin Garcia, Managing Director of Development Services
Samuel Rohde, Fire Chief
Greg Chase, Assistant Fire Chief
Steve Blanchard, Fire Marshall
Jeremy Tennant, Director of Planning and Neighborhood Services

BACKGROUND/HISTORY:
The requirements of the International Fire Code (IFC) places restrictions on the City of Duncanville as it relates to approving businesses that wish to occupy/move into vacant suites. The current rules, which were last approved under ordinance No. 2299 in February 2017 requires both buildings under 35 feet or more in height and new buildings over 6,000 sq. ft. and existing buildings over 10,000 sq. ft. to have an automatic sprinkler system installed throughout the building. Staff would like Council to consider the following considerations to address the sprinkler retrofit problem:

- Amend the language to grandfather buildings whose use remain consistent with uses allowed and legal prior to the adoption of the 2015 IFC on February 21, 2017, where the use does not pose any additional fire or safety hazards as determined by the Fire Marshal.

- Provide alternative fire suppression methods that meet the health and safety requirements set forth by the International Fire Code.
- Allow fire walls to be utilized as separate buildings to reduce the square footage of the building footprint to accommodate existing buildings under 6,000 square feet.

POLICY EXPLANATION:
Both the 2015 IFC and the 2015 IBC that were adopted in 2015 were amended to include the language below from the North Central Texas Council of Governments:
903.2.11.9 New Buildings Over 6,000 sq. ft and Existing Buildings over 10,000 sq. ft. An automatic sprinkler system shall be installed throughout all new buildings with a building area 6,000 sq. ft. or greater, and existing buildings that are enlarged to 10,000 sq. ft. or greater, and throughout all existing buildings with a building area of 10,000 sq. ft. or greater when there is a change of use or discontinuation of use, regardless of the length of vacancy or discontinuation of use. Any change in use in existing buildings regardless of square footage, may require fire sprinklers based on hazard. For the purpose of this provision, fire walls shall not define separate buildings.
Exception a: "Open parking garages in compliance with Section 406.5 of the *International Building Code*."

Staff proposes the following amendments:

"CHAPTER 5 – BUILDINGS AND GENERAL BUILDING REGULATIONS

ARTICLE 1. – IN GENERAL

. . . . .

ARTICLE 2. – BUILDING CODE

DIVISION 1. – GENERALLY

. . . . .

DIVISION 2. – INTERNATIONAL BUILDING CODE

Sec. 5-25. – Adopted

. . . . .

Sec. 5-27. – Amendments to building code

The International Building Code, 2015 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

(1) Amend Section . . . . .
. . . . .
(25) Amend Section 903.2.11 by amending . . . .
. . . . .
903.2.11.8 Spray Booths and Rooms. . . . . .

903.2.11.9 New Buildings Over 6,000 sq. ft. and Existing Buildings over 12,000 sq. ft. An automatic sprinkler system shall be installed throughout all new buildings with a building area 6,000 sq. ft. or greater; or, to existing buildings that are enlarged to 12,000 sq. ft. or greater.

(26) . . . . ."

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approve of amending the ordinance.
2. Do not approve amending the ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:
Ordanince No. 1870-Amending the Building Code

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. 1870

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5 'BUILDINGS AND GENERAL BUILDING REGULATIONS', ARTICLE II 'BUILDING CODE', DIVISION 2 'INTERNATIONAL BUILDING CODE' BY AMENDING SECTION 5-27 "AMENDMENTS TO BUILDING CODE"; BY AMENDING SUBSECTION (27), BY REPEALING SECTION 903.2.11.9 BUILDINGS OVER 6,000 SQ. FT. AND REPLACING IT WITH NEW SECTION 903.2.11.9 "BUILDINGS OVER 6,000 SQ. FT."; PROVIDING FOR ADDITIONAL AMENDMENTS TO THE INTERNATIONAL BUILDING CODE, 2015 EDITION REGARDING SPRINKLER SYSTEM; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the Code of Ordinances of the City of Duncanville, Texas be, and the same is, hereby amended by amending Chapter 5, "Buildings and General Building Regulations", Article II "Building Code", Division 2 "International Building Code", Section 5-27 'Amendments to Building Code', by amending Subsection (27), by repealing Section "903.2.11.9 Buildings over 6,000 sq. ft." and replace it with new Section "903.2.11.9 Buildings Over 6,000 sq. ft." to read as follows:

"CHAPTER 5 – BUILDINGS AND GENERAL BUILDING REGULATIONS

ARTICLE 1. – IN GENERAL

. . . . .

ARTICLE 2. – BUILDING CODE

DIVISION 1. – GENERALLY

. . . . .

DIVISION 2. – INTERNATIONAL BUILDING CODE

Sec. 5-25. – Adopted

. . . . .

Sec. 5-27. – Amendments to building code

The International Building Code, 2015 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

(1) Amend Section . . . . .

. . . . .

(25) Amend Section 903.2.11 by amending . . . .

. . . . .

903.2.11.8 Spray Booths and Rooms. . . . . .

903.2.11.9 New Buildings Over 6,000 sq. ft. and Existing Buildings over 12,000 sq. ft. An automatic sprinkler system shall be installed throughout all new buildings with a building area 6,000 sq. ft. or greater; or, to existing buildings that are enlarged to 12,000 sq. ft. or greater.

(26) . . . . ."

SECTION 2. If any section, subsection, paragraph, sentence, phrase or work in this ordinance, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Duncanville, Texas hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 3. That the repeal of any ordinance or any portion thereof by the preceding sections shall not affect or impair any act done or right vested or accrued or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceedings, suit or prosecution had or commenced shall remain in full force and effect to all intents or purposes as if such ordinance or part thereof so repealed shall remain in force.

SECTION 4. That any person, firm or corporation violating any of the provisions of this ordinance or the Code of Ordinances as amended hereby, shall be guilty of a misdemeanor and upon conviction in the Municipal Court of the City of Duncanville, Texas, shall be subject to a

fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 5. That this ordinance shall become effective immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of Duncanville, Texas, this the ____ day of _____, 2023.

APPROVED:

_____
Barry L. Gordon, MAYOR

ATTEST:

_____
Chiquita Taylor, CITY SECRETARY

APPROVED AS TO FORM:

_____
Robert E. Hager, CITY ATTORNEY

4894-8607-1930, v. 1

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Consider an Ordinance amending The Code of Ordinances by amending chapter 9 'fire prevention and protection', article iv 'fire code', by amending section 9-51 "amendments", by amending subsection (43), by repealing section 903.2.11.9 'new buildings over 6,000 sq. Ft and existing buildings over 10,000 sq. Ft. And replacing it with new section 903.2.11.9 "new buildings over 6,000 sq. Ft. And existing buildings over 12,000 sq. Ft."; providing for additional amendments to the fire code, 2015 edition regarding sprinkler system; providing a severability clause; providing a repealing clause; providing a savings clause; providing a penalty for violation of this ordinance not to exceed the sum of two thousand dollars ($2,000.00) for each offense.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Agustin Garcia, Managing Director of Development Services
Samuel Rohde, Fire Chief
Greg Chase, Assistant Fire Chief
Steve Blanchard, Fire Marshall
Jeremy Tennant, Director of Planning and Neighborhood Services

BACKGROUND/HISTORY:
The requirements of the International Fire Code (IFC) places restrictions on the City of Duncanville as it relates to approving businesses that wish to occupy/move into vacant suites. The current rules, which were last approved under ordinance No. 2299 in February 2017 requires both buildings under 35 feet or more in height and new buildings over 6,000 sq. ft. and existing buildings over 12,000 sq. ft. to have an automatic sprinkler system installed throughout the building. Staff would like Council to consider the following considerations to address the sprinkler retrofit problem:

- Amend the language to grandfather buildings whose use remain consistent with uses allowed and legal prior to the adoption of the 2015 IFC on February 21, 2017, where the use does not pose any additional fire or safety hazards as determined by the Fire Marshal.

- Provide alternative fire suppression methods that meet the health and safety requirements set forth by the International Fire Code.
- Allow fire walls to be utilized as separate buildings to reduce the square footage of the building footprint to accommodate existing buildings under 6,000 square feet.

POLICY EXPLANATION:
Both the 2015 IFC and the 2015 IBC that were adopted in 2015 were amended to include the language below from the North Central Texas Council of Governments:
903.2.11.9 New Buildings Over 6,000 sq. ft and Existing Buildings over 12,000 sq. ft. An automatic sprinkler system shall be installed throughout all new buildings with a building area 6,000 sq. ft. or greater, and existing buildings that are enlarged to 12,000 sq. ft. or greater, and throughout all existing buildings with a building area of 10,000 sq. ft. or greater when there is a change of use or discontinuation of use, regardless of the length of vacancy or discontinuation of use. Any change in use in existing buildings regardless of square footage, may require fire sprinklers based on hazard. For the purpose of this provision, fire walls shall not define separate buildings.
Exception a: "Open parking garages in compliance with Section 406.5 of the *International Building Code*."

Staff proposes the following amendments:

"CHAPTER 9 – FIRE PREVENTION AND PROTECTION

ARTICLE I. – IN GENERAL

. . . . .

ARTICLE IV. – FIRE CODE

Sec. 9-49. – Adopted

. . . . .

Sec. 9-51. – Amendments

The following sections of the International Fire Code, 2015 Edition, as adopted in section 9-49, are hereby amended to read as follows::

(1) Amend Section 102.1 to change #3 to read as follow:

. . . . .

(43) Amend Section 903.2.11 by amending Section 903.2.11.3 and adding Sections 903.2.11.7, 903.2.11.8, and 903.2.11.9 to read as follows:

903.2.11.8 Spray Booths and Rooms. . . . . .

903.2.11.9 New Buildings Over 6,000 sq. ft. and Existing Buildings over 12,000 sq. ft. Fire hazard has increased. Therefore, the tenant space must be assessed by the *code official* for level of conformance with Chapter 9 of the IBC or IFC depending on IEBC compliance path selected. Because the new total *fire area* is 12,000sf, but does not exceed the 12, 000sf fire protection threshold of Chapter 9 for Group M, automatic fire sprinklers are not required to be added to the tenant *fire area* seeking an *alteration* and

change of occupancy. The remainder of the building is allowed to remain in use as originally permitted.

(24) . . . . ."

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Approve of amending the ordinance.
2. Do not approve amending the ordinance.
3. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 05 Sep 2023

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

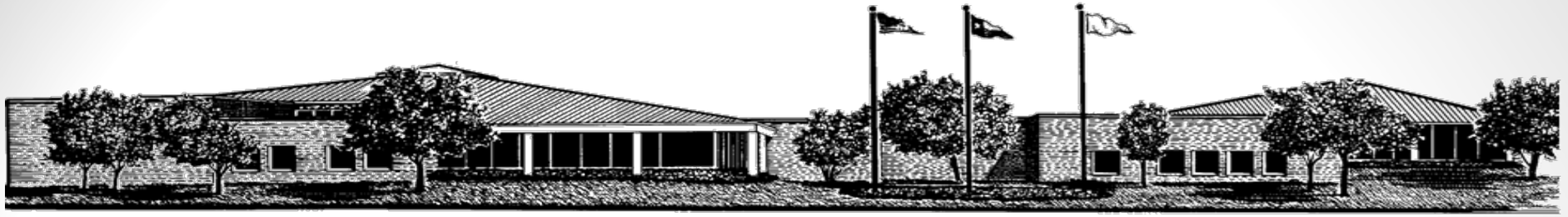
FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
2023-09-05 - Parks and Recreation Quarterly Report



City of Duncanville

PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING
SEPTEMBER 5, 2023
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

New Employees

- Parks – Mario Macias, Maintenance Worker I – Horticulture
- Recreation Center – Jesus Limas, Recreation Center Clerk



Mario Macias



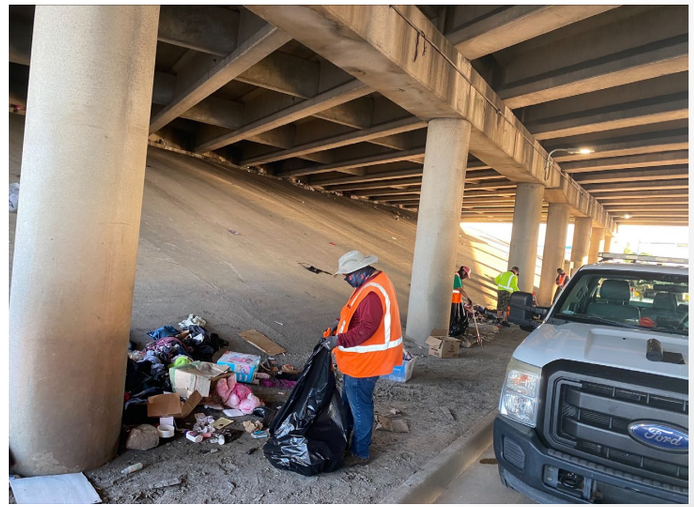
Jesus Limas

City of Duncanville

Park Maintenance Measurables

- The Parks Operations division hosted 3,645 patrons through 66 outdoor pavilion rentals, generating significant revenue.
- Responded promptly to 17 vandalism reports, ensuring the parks remained enjoyable and safe for visitors.
- Conducted 49 thorough park amenity inspections, maintaining high-quality facilities.
- The team diligently removed dead and fallen trees while continuing regular trimming to enhance the parks' aesthetic appeal and safety.
- The Parks Irrigation Division prioritized two key objectives - comprehensive training for new staff and focusing on effective water management, to optimize irrigation schedules for parks, athletic fields, and flower beds in the face of high temperatures.

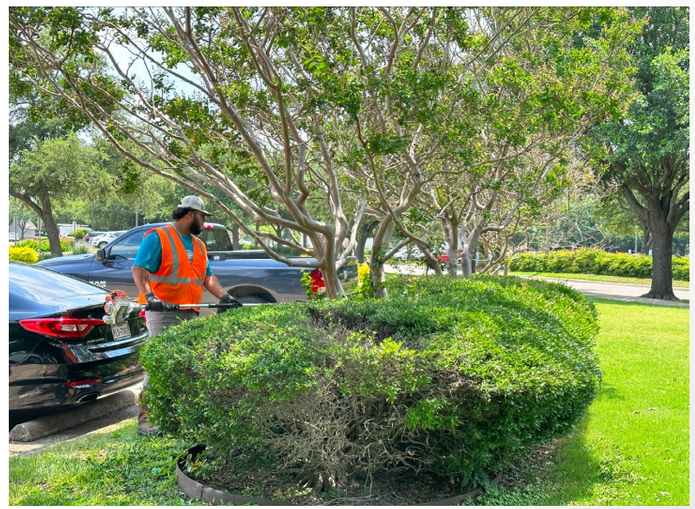




Park Maintenance Measurables

- The Athletics Maintenance division accomplished a successful tournament season, hosting a total of 408 practices and 47 games and tournaments across the four athletic complexes.
- Staff completed approximately 80% of the field maintenance, ensuring that the grounds were in excellent condition and well-prepared for practices to commence in the upcoming fall.
- The Horticulture Division achieved a significant milestone by completing the seasonal color change across the city’s sprawling 208,472 sq ft of beds.
- Our team's meticulous planning and execution ensured a seamless transition, enhancing the visual appeal of public spaces. Despite the challenges posed by weather fluctuations, our skilled staff demonstrated dedication to maintaining the highest standards in horticulture.





Keep Duncanville Beautiful Board

- Keep Duncanville Beautiful Board
  - May 6 – KDB hosted a Community Clean-Up Day at Lakeside Park.
  - June 3 – KDB hosted its Keep Texas Waterways Clean at Waterview Park.
  - June 26-28 – Staff Liaison Tyler Agee and Board Member Jim Gilbert attended the 56th Annual KTB Conference in Houston, Texas.
- Upcoming Event: Community Clean-Up Day – Sept. 16





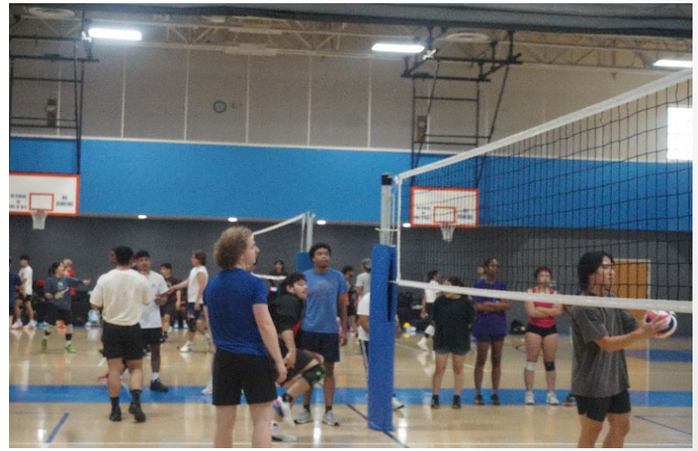


City of Duncanville

Recreation Center Measurables

- Visits: May 2023 – July 2023
  - 145 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.
  - 5,427 visits (5% decrease lowered participation from memberships due to summer vacations and holidays)
  - 1,457 Day Pass Visits (Large increase with kids being out of school and extreme heat bringing outdoor players in)
  - SilverSneakers – Membership Program for Seniors beginning September 1.
- Programs
  - Sidesteppers
  - Pickleball
  - Karate
  - Yoga
  - Jazzercise
  - Tumbling
  - Zumba
  - Volleyball





Recreation Center Measurables

- Events
  - National Day of Prayer
  - Movies in the Park: Jumanji
  - Concerts in Park: Payton Howie
  - Memorial Day Ceremony
  - BSW Juneteenth Celebration
  - Independence Day Celebration

- Upcoming Special Events
  - Movies in the Park: Fantastic Beasts – Saturday, September 2
  - Catfish Catch and Fishin' with Duncanville P.D. – Saturday, September 9
  - Hispanic Heritage Festival – Saturday, September 23
  - Family Field Day – Saturday, October 7
  - Boo Bash – Friday, October 27





City of Duncanville

Movies in the Park: Fantastic Beasts September 2nd



Catfish Catch and Fishin' with Duncanville P.D.
September 9th



Hispanic Heritage Festival
September 23rd



Family Field Day
October 7th



City of Duncanville

Boo Bash
October 27th



Senior Center Measurables

- Visits: February 2023 – April 2023
  - 49 new and renewed memberships were sold throughout this quarter.
  - 2,090 visits
  - The Senior Center continues to operate at 100%
- Meals Served through DAAA/VNA Services
  - Dine-in lunch
  - 2,139
- Events
  - Bingo
  - Coffee with the Mayor
  - Walk in the Park
  - Game Night
  - Mother's Day Celebration
  - Father's Day Celebration
  - Monthly Birthday Celebration
  - 2nd Annual Senior Prom
  - 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

- Armstrong Park
  - Awarded Texas Parks & Wildlife Local Non-Urban Grant - $749,805!
  - Plans are 100% complete
  - Construction began in July, 2023!
  - Completion expected in early spring, 2024
  - Staff is organizing the wood distribution to begin soon
- Harrington Park
  - Plans are 100% complete
  - Received an updated Guaranteed Maximum Price (GMP)
  - Options to be determined with all the bond projects
- Trails
  - Projects still to be identified







City of Duncanville

Questions?

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Council to receive an update on the FY2022 audit.

Vision Statement:

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

STAFF RESPONSIBLE:
Dennis Baldwin, Interim Finance Director

BACKGROUND/HISTORY:
Council to receive an update on the FY2022 audit.

POLICY EXPLANATION:
Council to receive an update on the FY2022 audit.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Receive the update on the FY22 audit.

STAFF REPORT

MEETING: City Council - 05 Sep 2023

TITLE:
Receive the Library Quarterly Report

Vision Statement:

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

Pillar:

- **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:
Julio Velasquez, Library Director

BACKGROUND/HISTORY:
Receive the Library Quarterly Report

POLICY EXPLANATION:
Receive the Library 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:
2023-09-05 - Library Quarterly Report



LIBRARY QUARTERLY REPORT

JULIO VELASQUEZ, LIBRARY DIRECTOR

SEPTEMBER 05, 2023

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

City of Duncanville

Staff Updates

- Long time staff member Carole Fennig retired in August.
- New staff member Marissa Garfias joined as Tech Services Assistant.

City of Duncanville

Activities and Programs

Activities and Programs

- Summer Reading Club 2023





City of Duncanville

Activities and Programs

- Summer Reading Club 2023





City of Duncanville

5

Activities and Programs

- Summer Reading Club 2023
- 130 completed reading logs.
- 80 programs with 1619 total attendees.
- 697 attending Summer Reading Club Kickoff Party.
- 16 teen volunteers with 90 hours of support.
- 4 grand prize winners (ages, 6, 10, 11, and 11) of Amazon Fire Tablets provided by the Friends of the Duncanville Library.

QUESTIONS?