



Duncanville City Council Meeting Agenda

VIA VIDEOCONFERENCE – ZOOM

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

Tuesday, November 17, 2020

5:30 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

or immediately following the 5:30 pm Work Session/Briefing

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 5:30 pm on Tuesday, November 17, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, November 17, 2020, email citysecretary@duncanville.com and title the email “Public Comment – November 17th”. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_IIOz25ZfRiu1I2eajE857w

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

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

WORK SESSION / BRIEFING

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

1. DISCUSS AGENDA ITEMS**2. BRIEFINGS / PRESENTATIONS**

- A. Presentation by Dallas County.
- B. Main Street Corridor Study Briefing. 5 - 7
[Main Street Corridor Study](#)
- C. Discuss Annual City Council Calendar. 8 - 10
[Annual City Council Calendar](#)

EXECUTIVE SESSION

None.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. or immediately following the 5:30 pm Work Session/Briefing)

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

2. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation designating November 7, 2020 as "Arbor Day" in Duncanville. 11 - 12
[Proclamation - Arbor Day](#)
- B. Proclamation designating November 28, 2020, as "Small Business Saturday". 13 - 15
[Proclamation - Small Business Saturday](#)
- C. Proclamation in recognition of DISD Education Foundation Week, November 30th - December 6th, 2020. 16 - 17
[Proclamation - DISD Education Foundation Week](#)

3. CITIZENS' INPUT

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

persons addressing are subject to council adopted rules and limitations permitted by law”

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, November 17, 2020, email citysecretary@duncanville.com and title the email “Public Comment – November 17th. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

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

4. CONSENT AGENDA

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

- | | | |
|----|--|---------|
| A. | Consider the Minutes for the August 18, 2020 City Council Regular Meeting, September 1, 2020 City Council Regular Meeting, and the September 15, 2020 City Council Regular Meeting.
2020-08-18 - City Council - Minutes - UNAPPROVED
2020-09-01 - City Council - Minutes - UNAPPROVED
2020-09-15 - City Council - Minutes - UNAPPROVED | 18 - 42 |
| B. | Consider a Resolution Canvassing and Declaring the results of the November 3, 2020 General Election for Councilmember District 2 for a two (2) year term; providing for Run-Off Election for Tuesday, December 8, 2020.
Canvass of Returns November 3, 2020 - Pdf | 43 - 54 |
| C. | Consider a Resolution authorizing the purchase of Traffic Operations Equipment and Supplies from Paradigm Traffic Systems using BuyBoard Cooperative Purchasing Agreement #603-20, in the amount up to \$90,769.00.00.
Paradigm Traffic Signal Equipment, Maintenance & Supplies | 55 - 60 |
| D. | Consider a Resolution authorizing the purchase of Traffic Operations Equipment, Maintenance, and Supplies from Consolidated Traffic Control, Inc., using the Houston-Galveston Area Council of Governments (HGAC) Cooperative Contract #PE-05-19 (19-00204), in the amount up to \$96,600.00.
Consolidated Traffic Control Traffic Operations Equipment, Maintenance & Supplies | 61 - 76 |
| E. | Consider a Resolution authorizing a Cooperative Purchasing Agreement with Sam Pack’s Five Star Ford through The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19 in the expenditure amount of \$97,092.15.
Sam Pack’s Five Star Ford - FY21 | 77 - 85 |

- F. Consider a Resolution approving the terms and conditions of a Gateway Monument Agreement with the State of Texas Department of Transportation (TXDOT) to allow the City to construct and maintain proposed gateway monuments within TXDOT right-of-way, along the US Highway 67 corridor, from eastside Cockrell Hill Road to Wintergreen Road. 86 - 111
[Gateway Monument](#)
- G. Consider a Resolution authorizing a Cooperative Purchase of Secure Plan Services from Knight Security Systems LLC. using the Texas Department of Information Resources (DIR) Contract DIR-CPO-4494 in an amount not to exceed \$58,860.36. 112 - 126
[Secure Plan Services from Knight Security Systems](#)
- H. Consider a Resolution approving and adopting the City of Duncanville Investment Policy. 127 - 177
[Investment Policy](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider a resolution approving the Main Street Corridor Study recommendations for each segment option of Main Street from I-20 to Nance Street and selecting a project as the City's nomination for the Dallas County 7th Call for Projects. 178 - 183
[Main Street Corridor Study](#)
- B. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

- A. Receive the Monthly Financial Report as of September 30, 2020 (Preliminary). 184 - 206
[Financial Report as of September 30, 2020](#)
- B. Receive the Library Quarterly Report.
- C. Receive the Parks & Recreation Quarterly Report.
- D. Receive the Fieldhouse Quarterly Report.

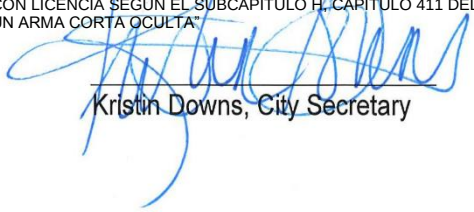
ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Friday, November 13, 2020 at 3:00 P.M.** and remained posted for at least two hours after said meeting was convened.

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

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN

DE ACUERDO CON LA SECCIÓN 30.06 DEL CÓDIGO PENAL (INGRESO SIN AUTORIZACIÓN DE UN PORTADOR DE UNA LICENCIA PARA LLEVAR UN ARMA CORTA OCULTA), UNA PERSONA CON LICENCIA SEGÚN EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DEL GOBIERNO (LEY PARA PORTAR ARMAS CORTAS OCULTAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UN ARMA CORTA OCULTA.


 Kristin Downs, City Secretary

November 17, 2020

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STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Main Street Corridor Study Briefing.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 3. Preserve the Main Street and historic city center area
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.

STAFF RESPONSIBLE:

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

BACKGROUND/HISTORY:

On 06 November 2018, the residents of Duncanville approved \$6.6M in bonds for Proposition B - Street Reconstruction. Of this, \$1.5M was identified for a project at Camp Wisdom & Main St with a potential \$1.5M County match pending selection during 7th Call for Projects. A project at this location was predicated on feasibility and compatibility with the 7th Call for Project goals per Dallas County.

On 26 April 2019, Dallas County announced the 7th Call for Projects. The Dallas County Mobility Plan Final Comprehensive Summary listed the recommended scoring category goals:

- Regional Mobility
- Environmental Stewardship
- Congestion & Traffic Impacts
- Safety
- Multimodal Connectivity
- Feasibility & Ease of Implementation
- Economic Vitality

On 21 May 2019, Council approved a Project Specific Agreement (PSA) with Dallas County for a Main Street Corridor Study. The scope of the study was the Main St corridor from I-20 south to Center St with particular attention at the intersections at Camp Wisdom & Main, E Davis & Main, and Center & Main. The study would provide recommendations for corridor improvements based on the County goals.

On 19 June 2019, Dallas County hosted the 7th Call for Projects Partnering Workshop which formally opened the window for project submission.

On 27 September 2019, Dallas County hosted the first meeting of the Main Street Corridor Study.

On 18 October 2019, the City nominated the intersection at Camp Wisdom & Main for the 7th Call for Project; however, due to short suspense between start of corridor study and 7th Call project submissions, there was not yet an opportunity to evaluate the Camp Wisdom intersection project against the study goals, receive feedback from railroad, nor examine the full corridor.

On 20 December 2019, City and County Staff conducted an In-Progress Review (IPR) of the Main Street Corridor Study. At the IPR, staff reviewed initial concepts for all three intersections as well as the road segments along the corridor. The challenges at the Camp Wisdom & Main intersection were discussed. BNSF would not support any use of their right of way which limited options at that intersection and recommended solutions for the intersection did not appear to make a competitive 7th Call Project.

On 13 February 2020, City and County Staff conducted an IPR of the Main Street Corridor with the Dallas County Director of Public Works. The County Director of Public Works supported the recommendations for Center & Main and Nance & Main intersections as a viable 7th Call for Project and supported extending the Main Street Corridor Study south to Nance St. She did not feel the intersection at Camp Wisdom & Main was a feasible 7th Call project since the proposed solution did not achieve the goals of the 7th Call, especially in light of the Railroad's non-cooperation. Furthermore, she recommended a Camp Wisdom corridor study before making any plans for the intersection at Camp Wisdom & Main.

On 09 June 2020, the Public Works Director discussed the Main Street Corridor Study with City Council. During this discussion, Council supported adjusting 7th Call Project location from Camp Wisdom Rd to Center St/Nance St area and supported the request for Camp Wisdom Rd Corridor Study. Council also desired additional details on the Main St corridor.

On 16 June 2020, based on City Council feedback, the Public Works Director submitted memos to Dallas County Public Works to request adjusting 7th Call project from Camp Wisdom & Main to Center & Main and Nance & Main and to request partnering with the County for a Camp Wisdom Corridor Study.

On 01 October 2020, City and County Staff conducted an IPR to discuss the corridor study finding prior to briefing Council on 17 November 2020.

This presentation will:

- Make a segment-by-segment analysis of the corridor and propose solutions
- Present a recommendation for the 7th Call project based on feasibility and 7th Call for Projects goals
- Discuss long-term strategy to implement solutions throughout the corridor, including intersection at Camp Wisdom & Main.

POLICY EXPLANATION:

City Council feedback is requested on the Main Street Corridor Study and the recommended Dallas County 7th Call project.

FUNDING SOURCE:

N/A. Discussion only.

Contract Log #:

N/A. Discussion only.

RECOMMENDATION:

Staff is requesting City Council feedback on the Main Street Corridor Study and the recommended Dallas County 7th Call project.



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Discuss Annual City Council Calendar.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal: N/A

STAFF RESPONSIBLE:

Paul Frederiksen, Interim City Manager

BACKGROUND/HISTORY:

Discussion on continued videoconferencing of regular City Council meetings.

Discussion regarding other meetings as necessary.

POLICY EXPLANATION:

City Council discuss 2020 calendar of events and provide input to staff for planning purposes.

FUNDING SOURCE:

NA

Contract Log #:

NA

RECOMMENDATION:

City Council discussion and input to 2020 calendar of events for City Council.

ATTACHMENTS:

[Attachment 1 - City Council Calendar](#)

November 2020

November 2020							December 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 1	2	3 Election Day Meeting canceled	4	5 3:00pm Bus Tour w/Candidates	6 10:00am Candidate Interview 1:00pm Candidate Interview 3:00pm Candidate	7 9:00am Candidate Interviews 11:00am Candidate Interview
8	9 6:00pm Joint Meeting w/PZ (ZOOM)	10	11	12	13	14
15	16	17 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	18 NLC - City Summit (Virtual)	19 7:00pm Zoning Ordinance Update – Virtual Open House (ZOOM)	20	21 duncanSWITCH - Chamber Event 10:00am Meeting with Finalists (ZOOM / GO TO WEBINAR)
22	23 8:00am	24	25	26 5:00pm Offices Closed - No Voting - Thanksgiving Holiday	27	28 8:00am Early Voting
29 1:00pm Early Voting	30 Early Voting	Dec 1	2	3	4	5

December 2020

December 2020							January 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	3	4	5	6	7	1	2
13	14	8	9	10	11	12	10	11	12	13	14	8	9
20	21	15	16	17	18	19	17	18	19	20	21	22	23
27	28	22	23	24	25	26	24	25	26	27	28	29	30
		29	30	31			31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 29	30	Dec 1	2	3	4	5
		Early Voting 5:00pm		7:00am	Early Voting 7:00pm	6:00pm Tree Lighting
		6:00pm City Council Meeting (City Council Briefing Room / Chambers)				
6	7	8	9	10	11	12
		7:00am Election Day				
13	14	15	16	17	18	19
	6:00pm Joint Meeting w/DCEDC (Chambers / Zoom ?)	Canvass Run-Off Election - IF #'s are in	May need Special Meeting - Canvassing of Election			duncanSWITCH - Chamber Event
		6:00pm City Council Meeting (City Council Briefing)				Last Day to Canvass Election
20	21	22	23	24	25	26
27	28	29	30	31	Jan 1, 21	2



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Proclamation designating November 7, 2020 as "Arbor Day" in Duncanville.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 2. Create high quality neighborhoods and parks
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.
 - WorkPlan Item N/A

STAFF RESPONSIBLE:

Timothy Hamilton, Parks Superintendent/KDB Staff Liaison

BACKGROUND/HISTORY:

Citizens join together across the country to celebrate the benefits of community trees and the work accomplished to plant and maintain them. The State of Texas recognizes Arbor Day on the first Saturday of November. By passing and reciting an official Arbor Day proclamation, public officials demonstrate their support for the community tree program and complete the requirements for becoming a Tree City USA!

POLICY EXPLANATION:

The City of Duncanville recognizes Arbor Day by Proclamation to fulfill Tree City USA requirements.

FUNDING SOURCE:

There is no cost associated with this Proclamation.

Contract Log #:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

[Proclamation - Arbor Day](#)

OFFICE OF THE MAYOR



Duncanville
City of Champions

Proclamation

- WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, provide food for human consumption, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our home, fuel for our fires and countless other wood products; and
- WHEREAS,** trees, wherever they are planted, are a source of youth and spiritual renewal; and
- WHEREAS,** the City of Duncanville has earned the rank of Tree City USA by the Arbor Day Foundation for 18 consecutive years.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim November 7, 2020 as

ARBOR DAY

in the City of Duncanville, and I urge all citizens to support efforts to protect our trees and woodlands. I further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 17th day of November, 2020.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Proclamation designating November 28, 2020, as "Small Business Saturday".

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Jessica James, Director of Economic Development

BACKGROUND/HISTORY:

Small Business Saturday is an American shopping holiday held on the Saturday after Thanksgiving and during one of the busiest shopping periods of the year. First observed in Roslindale Village, Massachusetts on November 27, 2010, it is a counterpart to Black Friday and Cyber Monday, which feature big box retail and e-commerce stores respectively. By contrast, "Small Business Saturday" encourages holiday shoppers to patronize brick and mortar businesses that are small and local. It was originally created by American Express to support small business but has since expanded into different organizations and cities across the United States in an effort to increase support for small businesses and shopping local.

The purpose of the City of Duncanville recognizing "Small Business Saturday" is to celebrate and support small businesses that create jobs, boost the economy, invigorate neighborhoods in our community, and to encourage residents to shop local.

POLICY EXPLANATION:

The City of Duncanville recognizes various organizations and programs that make positive contributions to the community by Proclamation.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends honoring November 28, 2020, as "Small Business Saturday".

ATTACHMENTS:

[Proclamation - Small Business Saturday](#)

OFFICE OF THE MAYOR



WHEREAS, small business is the cornerstone of our free enterprise system and since the birth of this country has represented opportunity, independence, and the fulfillment of dreams for generations of Americans; and

WHEREAS, small business owners who work long hours, juggling family and career responsibilities and serving as community volunteers, are integral to our country's prosperity and to the vibrancy of our community. These entrepreneurs are fundamental to our economy. Through the opportunities offered by the men and women who own and operate small businesses, many of our citizens are able to pursue their dreams of a better life; and

WHEREAS, to recognize "Small Business Saturday" which is Saturday, November 28th, a day to celebrate and support small businesses that create jobs, boost the economy, invigorate neighborhoods in our community, and to encourage Shop Local; and

WHEREAS, the City of Duncanville wishes to recognize small businesses for the important role they play in keeping our local economy strong.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim November 28, 2020 as

SMALL BUSINESS SATURDAY

in the City of Duncanville and urge all our citizens to join with us in this observance, as we celebrate the accomplishments of small business owners and their employees and encourage the development of new small businesses.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 17th day of November, 2020.

Mayor, The City of Duncanville



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Proclamation in recognition of DISD Education Foundation Week, November 30th - December 6th, 2020.

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

The mission of the Duncanville ISD Education Foundation is to support the School District and our students, we applaud the efforts of the Education Foundation to assist the School District in their goal of supplying every student with internet access via home Wi-Fi or a District supplied hot spot, along with a Chromebook, laptop, or iPad so that every student can receive appropriate academic instruction even if not able to physically attend school.

POLICY EXPLANATION:

There is no policy decision associated with this item.

FUNDING SOURCE:

There is no funding associated with this item.

Contract Log #:

N/A

RECOMMENDATION:

This item is a proclamation only, and no action is required.

ATTACHMENTS:

[Proclamation - DISD Education Foundation Week](#)

OFFICE OF THE MAYOR



Duncanville
City of Champions

Proclamation

- WHEREAS,** the Duncanville Independent School District Education Foundation has supported our school district's administrators, our teachers, and our students for nearly a quarter of a century; and,
- WHEREAS,** we have a Superintendent of our School District who is recognized for his outstanding leadership, administrators of the highest quality, teachers who always bring out the best in their students, students who consistently perform at the highest levels and make us very proud, and a curriculum that prepares students for success after graduation in employment, further education in trade school, junior college, or a four year college. Our students excel in sports, music, song, academics, creative arts, technology, and so much more; and,
- WHEREAS,** the current global pandemic has impacted our school district in unprecedented ways, causing schools to close early to our students necessitating our teachers to educate in a challenging manner utilizing new and innovative techniques; and,
- WHEREAS,** the mission of the Duncanville ISD Education Foundation is to support the School District and our students, we applaud the efforts of the Education Foundation to assist the School District in their goal of supplying every student with internet access via home Wi-Fi or a District supplied hot spot, along with a Chromebook, laptop, or iPad so that every student can receive appropriate academic instruction even if not able to physically attend school.

NOW, THEREFORE, I, Barry Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim the week of November 30th – December 6th as

DISD Education Foundation Week

in the City of Duncanville. We endorse your efforts to support our school district, its leadership, teachers, and our great students.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 17th day of November, 2020.

Mayor, The City of Duncanville

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, August 18, 2020

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, August 18, 2020, at 6:05 p.m. via videoconference with a quorum to wit:

COUNCIL VIA VIDEO
CONFERENCING:

Mayor Barry L. Gordon
Councilmember Joe Veracruz
Mayor Pro Tem Don McBurnett
Councilmember Monte Anderson
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

COUNCIL ARRIVING AT:

Councilmember At-Large Patrick Harvey – 6:41 p.m.

STAFF VIA VIDEO
CONFERENCING:

IT Director Tracy Beekman
Economic Development Director Jessica James
Public Works Director Bryan Greg Ramey
Chief Robert D. Brown Jr.
City Secretary Kristin Downs
Interim City Manager Paul Frederiksen
City Attorney Shelby Pearcy

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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Register in advance for this webinar:
https://us02web.zoom.us/webinar/register/WN_UOykKzHeRU6apcioAkzopQ

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

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I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into record, and Interim City Manager Frederiksen reviewed each item. Item 4C - authorizing a purchase with Vermeer Texas-Louisiana for 500-gallon VAC Trailer through the Local Government Purchasing Cooperative (BuyBoard) Contract #597-19; in an amount not to exceed \$57,904.55. The current back trailer was purchased in 2005. The back trailer is used for storm water cleanup and for smaller sewer line clean outs. Council originally budgeted \$75,000.00 for the purchase.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. Briefing to City Council on Food Trucks.

Public Works Director Ramey presented the item.

Council concluded they would like staff to allow food trucks to operate in the City beyond special events in designated areas. Council requested more discussion on permitting fees to help with the cost of upkeep in maintaining the areas the food trucks would be parked.

I.2.B. Receive a presentation discussing the status of the Advanced Metering Infrastructure (AMI) program plan.

IT Director Beekman presented the item. FY17 marks the first year that funding was placed in reserve for the AMI project; FY17 – 1.5 Million and FY20 – 3.5 Million. During the March 17, 2020 meeting Council received a presentation on AMI with staff recommendations. Council approved the first step of staff recommendations during the April 7, 2020 meeting to add Tyler Munis UB CIS software into our current ERP system. With an estimated completion of this portion of the program is March of 2021.

AMI is an integrated system of smart meters, communications networks, and data management systems that enables two-way communication between utilities and customers. AMI provides up-to-date water usage information to Citizens via an online consumer portal and provides for an online utility portal that will provide advanced analytic tools what will be used to establish patterns of consumption allowing for better customer service to our Citizens. The City currently has \$5 Million in reserve for the implementation of a new billing system and AMI infrastructure.

The process:

- Choose a Smart Meter solution
 - What will work best for the City and Citizens?
 - Multiple technologies to evaluate and choose from
- Install the solution
 - Boots on the ground
- Integrate the solution
 - Facilitate communication of new smart meter solution with Tyler UB CIS billing system
- Community engagement and communication
 - Assist with various forms of engagement, such as Town Hall meetings
- Project Management
 - Oversee the entire project from start to finish
- Performance Assurance
 - Verify that system works as intended once work has been completed
 - Train staff on new smart meter solution

Ira Nicodemus with Performance Services Inc. (PSI) provided information on the preliminary utility audit data.

Interim City Manager Frederiksen stated this is for the continued study in the project with AMI. Staff would be aided in the synchronization into the Utility Billing system software and making sure all the pieces come together. Once the information from PSI is provided staff can then take the recommendation to Council and ask for further direction on how to proceed. The data is needed to have a better understanding of the information.

Councilmember Jameson questioned what is being provided from PSI in the amount of \$38,658.00. Mr. Nicodemus stated a third-party meter inspector would come out and test the meters, provide studies on the systems, and work with staff in interviewing the manufacturers. Councilmember Jameson requested a breakdown of services that would be provided by PSI.

Finance Director Summerlin stated currently there is a fair amount of water forgiveness due to water leaks. The intent for the new metering system is to provide the capability to find the leaks more quickly and cut down on the amount of adjustments.

Council agreed to move forward with the letter of intent; staff will provide a detail line item of services for the amount of \$38,658.00.

I.2.C. Discuss Annual City Council Calendar.

City Council concluded:

- Joint Meetings in September – canceled
- October 1, 2020 City Council Meeting – canceled
- A City Council Workshop to be held in either September or October

Mayor Gordon recessed the Briefing Session at 7:48 p.m. for City Council to convene into Executive Session.

II. EXECUTIVE SESSION

The Executive Session was called into session at 7:53 p.m. and City Attorney Hager read the item into record.

- II.1** City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, Deliberations about Real Property, to deliberate the purchase, exchange, lease, or value of real property, to wit: real properties generally located south of Wheatland Rd., east of Cedar Ridge and west of Cockrell Hill Rd.

The Council closed the Executive Session at 8:05 p.m.

III. REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M.)

The City Council convened into Regular Session in the Council Chambers at 8:09 p.m. with Mayor Gordon presiding.

The Invocation was delivered by At-Large Councilmember Harvey.

The Pledge of Allegiance and Texas Pledge were led by Mayor Gordon.

III.1. REPORTS

III.1.A. Mayor's Report.

Mayor Gordon recognized and congratulated Fire Chief Rohde on his award from the North Texas Council of Central Governments and provided an update on COVID-19 and encouraged everyone to social distance and wear masks. Mayor Gordon also recognized and congratulated City Secretary Downs on the completion of her certification with the Texas Municipal Clerks Association.

Mayor Gordon spoke on the Crime Mapping capability; www.crimemapping.com.

Mayor Gordon read a proclamation on a Day of Prayer for August 19, 2020.

III.1.B. Councilmembers' Reports

Councilmember Jameson spoke on the 100th anniversary on Women's Rights to Vote.

Mayor Pro Tem McBurnett encouraged all citizens to complete their 2020 Census.

Councilmember Cooks recognized Family of Faith Community Church on their 16th anniversary and encouraged everyone to shop locally.

Meet, Connect, & Learn: Are you a Senior Citizen, a Caregiver, or a Family Needing Additional Services?

Date: August 22, 2020

Time: 10:00 – 11:15 a.m.

Guest Speaker: Sharla Meyers, CEO, Community Council

III.1.C. City Manager's Report.

None.

III.2. PROCLAMATIONS AND PRESENTATIONS

None.

III.3. CITIZENS' INPUT

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

To 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.

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

Demetri Martin, 210 N. Venice Dr. – spoke on the History on Women’s rights, early voting, and the COVID-19 precautions with Duncanville ISD.

Patricia Ebert, 115 South Greenstone – wrote via email on the DeSoto Tri City Jail.

III.4. CONSENT AGENDA

Mayor Gordon requested that City Secretary Kristin Downs read the Consent Agenda Items.

III.4.A. *Consider the Minutes for the July 21, 2020 City Council Regular Meeting, and the July 27 and July 28, 2020 City Council Special Meetings.*

III.4.B. *Consider a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding election on November 3, 2020, to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.*

III.4.C. *Consider a Resolution authorizing a purchase with Vermeer Texas-Louisiana for 500-gallon VAC Trailer through the Local Government Purchasing Cooperative (BuyBoard) Contract #597-19; in an amount not to exceed \$57,904.55.*

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 7 for, 0 against. Items passed.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

III.5.A. *Consider a Resolution authorizing the award of bid IFB No. 2020-068 Demolition Services to Midwest Wrecking Company of Texas, Inc. for the real property located at 730 E. I-20 City of Duncanville, in accordance with the proposed pricing bid tabulation attached hereto and incorporated herein as Exhibit ‘A’, in an amount not to exceed \$163,450.00.*

Mayor Gordon explained there was an error on the amount, the correct amount is \$163,480.00.

Economic Development Director James presented the item. In 2017, the DCEDC Board and City Council identified the property located at 730 E. I-20 as a key piece of property since it sits at the entrance to the community. The same piece of property was identified in the Duncanville Comprehensive Plan to be redeveloped into an upscale retail/commercial and entertainment area. In April of 2018, the City Council unanimously approved the purchase of the property from the Duncanville ISD in the amount of \$900,000. In May of 2018, the DCEDC voted unanimously to fund the purchase of the property and demolish the existing buildings to increase the marketability of the property. The City Council, at that time had previously agreed the buildings needed to be demolished. DCEDC closed on the property on May 15th. In January 2019, a Phase I Environmental Site Assessment was conducted and determined that the property did have 11 underground hydraulic lifts that had been closed-in-place and one storage underground tank that was filled-in-place on the site. These twelve structures will need to be removed for

redevelopment purposes. A Lead and Asbestos Survey was also conducted and determined that lead and asbestos remediation is necessary for either repurposing or demolition of the buildings including asphalt removal. The City has received quotes from licensed firms to conduct each of these abatements. The abatements will be completed at time of demolition. In March of 2019, the DCEDC received a notice/order on March 18, 2020 to repair or demolish dangerous or substandard building structures from the City of Duncanville's Building Official. Since the notice, the City has made numerous repairs to secure the building because of break-ins. In April of 2019, the DCED Board unanimously approved the demolition of the buildings on the property. In April of 2019, the City Council did not approve awarding the contract for demolition services and asked the DCEDC to further review the use of the buildings on the property. The DCEDC hired Insight Research Company to conduct a land study to further analyze different scenarios utilizing the current buildings as well as partial or complete demolition of the structures to determine the highest and best use of the property. In January of 2020, the DCEDC Board and City Council reviewed the report during a joint meeting, and both voted to demolish the buildings on the property. In January of 2020, the Purchasing Department issued an IFB for demolition services. However, the lowest bid did not meet the listed specifications per the bid and the second closest bidder was 68% higher and did not fall within the approved budgeted amount.

IFB no. 20-025 Demolition Services

- On May 29, 2020, bids were released via Public Purchase.
- Notices were sent to 36 vendors and 148 Historically Underutilized Businesses (HUBs) via email.
- Six proposals were received and opened. One bid received was deemed non-responsive, as they altered the bid document.
- Proposals were received from the following:
 - Tactical Demolition, Lewisville, TX
 - SCM Construction Services LLC, Desoto, TX (WBE)
 - Lindamood Demolition, Inc, Irving, TX (WBE)
 - Lloyd D. Nabors, Hutchins, TX
 - Midwest Wrecking Co. of Texas, Inc, Fort Worth, TX
 - Coverall Management, Dallas, TX
 - Garrett Demolition, Inc., Burleson, TX (Non-Responsive)
- After evaluating the total demolition cost and the unit pricing per cubic yard for clean fill to backfill the property, it was determined that Midwest Wrecking Company of Texas, Inc. provided the most advantageous proposal for the City.
 - The amount for approval does not include the cost for clean fill dirt to backfill the property. Until the lifts and tank are removed, the contractor does not know how much is needed. City Council might need to approve an additional amount in the future for the backfill cost.
 - On August 3, 2020, the DCEDC Board approved amending the FY19-20 Budget to include \$202,264 for the demolition and abatements.

Councilmember Mark D. Cooks made a motion to approve the item as stated, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 6 for, 1 against (Councilmember Monte Anderson). Item passed.

III.5.B. Consider a Resolution approving the terms and conditions of the Interlocal Cooperation Agreement by and between the City of Duncanville, Texas and the City of DeSoto, Texas for the use of the DeSoto Tri-Cities Jail Facility for the handling, processing, housing and detention of persons arrested by the City of Duncanville Police Department.

Chief Brown presented the item.

Services include the use of the City of DeSoto Jail and its employees for the following:

- Handling, processing, housing and detention of adult arrestees (Transport to a medical facility of adult arrestees would be the responsibility of Duncanville Police Department personnel)
- Arraignment of adult arrestees

- Acceptance of prisoner bond money with arrangements to remit

Term and Financial Obligations:

- Agreement is a one (1) year term, with successive one (1) year terms for three years
 - Would begin October 1, 2020
 - Cost
 - 1st year - \$270K
 - 2nd & 3rd years - \$310K
 - Commitment to split cost evenly with partner agencies of DeSoto, Cedar Hill, and Lancaster in subsequent years

Advantages:

- 1st year savings could be as much as an estimated \$95K
- Reduces likelihood of financial liability for the City of Duncanville
- Duncanville Police Department gains needed space which can be re-imagined in the future
- Duncanville jailers, provided they meet DeSoto’s hiring regulations, will be provided hiring priority (up to four positions)
- City of DeSoto already provides this service to other area partner police departments; Cedar Hill PD, Lancaster PD, Glenn Heights PD, and Others

Councilmember Jameson voiced her concerns on a future remodeling of DeSoto’s jail facility and if the City were to change their mind the City would no longer have a jail facility. Having all the cities in one jail facility is taking away the options for the cities to operate autonomously by having one facility.

Councilmember Cooks questioned if the City receives any revenue from the jail or is it just an expense.

Finance Director Summerlin stated the City does not receive any revenue from the jail, the City has an expense on the liability insurance.

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 6 for, 1 against (Councilmember Johnette Jameson). Item passed.

III.5.C. *Take any necessary action as a result of the Executive Session.*
No action.

III.6. STAFF AND BOARD REPORTS

III.6.A. *Receive the Library Quarterly Report.*
No questions.

IV. ADJOURNMENT

The meeting was adjourned at 9:19 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, September 1, 2020

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 1, 2020, at 6:00 p.m. via videoconference with a quorum to wit:

COUNCIL VIA VIDEO
CONFERENCING:

Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey
Councilmember Joe Veracruz
Mayor Pro Tem Don McBurnett
Councilmember Monte Anderson
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

STAFF VIA VIDEO
CONFERENCING:

IT Director Tracy Beekman
Economic Development Director Jessica James
Finance Director Richard Summerlin
City Secretary Kristin Downs
Interim City Manager Paul Frederiksen
City Attorney Robert E. Hager

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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

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

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

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

Register in advance for this webinar:
https://us02web.zoom.us/webinar/register/WN_7IESzumzQludY_epphxTww

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

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

I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into record, and Interim City Manager Frederiksen reviewed each item. Item 4D - approving the terms and conditions of professional engineering service agreement PSA #20-017 for Sanitary Sewer Evaluation Surveys of Basin WC and Basin EB, with Burgess & Niple. Councilmember Jameson questioned the increase in price from \$60,000 to \$99,000. Public Works Director Ramey stated the increase in sewer basin studies is to incorporate the video televising aspect of the study.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. Briefing on Budget and Tax Rate update.

Finance Director Summerlin presented the item.

- No-New-Revenue (NNR) Tax Rate is the rate applied to current year taxable valuations that would yield the same property tax revenue as in the previous budget year
- Voter-Approval (VA) Tax Rate is the maximum tax rate without triggering a general election to approve the tax rate
- Tax Rates based on DCAD's legally certified estimates (JULY)
 - NNR Tax Rate was \$0.748609
 - VA Tax Rate was \$0.773007
 - Budget was filed at the end of July based on the current tax rate of \$0.743447
- At the August 13, 2020 Budget Workshop
 - Staff presented the estimated tax rate calculations based on the estimate of the Certified Tax Roll which were much lower than the previous calculations based on DCAD certified estimates
 - Council consensus was for staff to receive the Certified Tax Roll from DCAD and re-calculate the tax rates targeting the re-calculated VA Tax Rate

Changes in the budget since August 13, 2020 Budget Workshop

- No changes in any funds other than the General Fund
 - GF property tax revenue reduced \$794,997
 - Funding for the P25 Compliant Radio System for Fire and Police reduced \$794,997
 - Ending FY21 budgeted fund balance of \$6.7 million (75-day fund balance)

Re-calculated Tax Rates based on Certified Tax Roll received August 20, 2020

- NNR Tax Rate using Certified Tax Roll \$0.698961
- VA Tax Rate using Certified Tax Roll \$0.721852
- Budget revised to reflect a proposed tax rate of \$0.716852 which is a half cent less than the re-calculated VA Tax Rate (GF property tax revenue difference between the VA Tax Rate and the proposed tax rate is \$133,225)

Councilmember Cooks would like staff to investigate the addition of two officers.

Finance Director Summerlin recommended looking at how the sales tax performs mid-year to see if there would be a potential for any additional positions.

Councilmember Jameson proposed the \$0.698961 tax rate and would like staff to look at ways to cutback in all departments.

Mayor Gordon reiterated that the tax rate is dropping \$0.03.

There was a consensus by Council for the \$0.716852 tax rate.

Mayor Gordon recessed the Briefing Session at 6:51 p.m. for City Council to convene into Executive Session.

II. EXECUTIVE SESSION

The Executive Session was called into session at 6:58 p.m. and City Attorney Hager read the item into record.

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

The Council closed the Executive Session at 7:44 p.m.

III. REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M.)

The City Council convened into Regular Session in the Council Chambers at 7:49 p.m. with Mayor Gordon presiding.

The Invocation was delivered by Mayor Pro Tem McBurnett

The Pledge of Allegiance and Texas Pledge were led by Mayor Gordon.

III.1. REPORTS

III.1.A. Mayor's Report.

None.

III.1.B. Councilmembers' Reports

Mayor Pro Tem McBurnett encouraged everyone to complete their 2020 Census.

Councilmember Cooks recognized Noel Garcia, Recreation Superintendent for speaking at the Meet, Connect and Learn and everything he does for the Senior Center.

III.1.C. City Manager's Report.

None.

III.2. PROCLAMATIONS AND PRESENTATIONS

III.2.A. A Proclamation recognizing September 2020 as "Valiant Women of the Vote" Month.

Councilmember Jameson presented the proclamation.

III.3. CITIZENS' INPUT

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

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

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

Mayor Gordon read the item into record.

Julian Leshnja owner of Roma's Italian Bistro – wrote via email in favor of W&B Company keeping their headquarters here in Duncanville.

III.4. CONSENT AGENDA

Mayor Gordon requested that City Secretary Kristin Downs read the Consent Agenda Items.

III.4.A. Consider a Resolution authorizing award of IFB #20-015, Alley Reconstruction and Drainage Improvements between Madrid Drive and Granada Drive (from San Juan Drive to South Cockrell Hill Road), to CCGMG, LLC. Series B, through the City's competitive bid process, with an estimated expenditure amount of \$331,415.00

III.4.B. Consider a Resolution authorizing a Cooperative Purchasing Agreement with Siddons-Martin Emergency Group through the Houston-Galveston

Area Council (H-GAC) Cooperative Purchasing Agreement Contract #FS12-19 for a new fire engine in the expenditure amount of \$781,719.75.

- III.4.C. Consider a Resolution approving the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant Program (JAG) Funding, to be administered by the City of Dallas, in the amount of \$8,678.48; and approve the purchase of ballistic helmets commensurate with the award amount.**
- III.4.D. Consider a Resolution approving the terms and conditions of professional engineering service agreement PSA #20-017 for Sanitary Sewer Evaluation Surveys of Basin WC and Basin EB, with Burgess & Niple, Inc., for a total cost not to exceed \$99,000.00.**

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 7 for, 0 against. Items passed.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

- III.5.A. Receive an overview of the proposed FY21 budget and conduct a Public Hearing.**

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

Finance Director Summerlin presented the item.

Major FY21 Revenue Changes:

- Senate Bill 2 (SB2) reduced the property tax cap from 8% to 3.5% which significantly reduces cities’ primary revenue which is property tax
- Senate Bill 1152 (SB1152) reduced certain franchise tax payments payable to cities by telephone and cable companies that use city owned right-of-way to house their equipment and lines
- Then along came COVID-19
 - Major impact to sales tax revenues due to sales tax generating businesses being closed or reducing tax generating activity (Duncanville lost a major sales tax generating company prior to COVID-19)

FY21 Proposed General Fund

Budget Revenue Changes Compared to The FY20 Adopted Budget

- \$466,879 increase in property tax revenue
 - Based on a reduction of the current tax rate from \$0.743447 to a proposed tax rate of \$0.716852 (3.6% decrease)
 - Overall taxable valuations increased 6.3%
- \$566,831 decrease in sales tax revenue based on loss of a major sales tax generator and uncertain economic recovery from COVID-19
- \$127,000 decrease in franchise receipts primarily due to SB1152 combined with erosion of telephone and cable franchise revenues
- \$84,500 increase in permits and fees due to potential credit union and car wash construction along with increased emergency medical service fees
- \$49,000 increase in fines associated with a return to normal public activity (traffic fines, code violations, etc.)
- \$127,000 decrease in franchise receipts primarily due to SB1152 combined with erosion of telephone and cable franchise revenues
- \$25,000 decrease in interest revenue due to low interest rate environment
- \$45,000 decrease in recreation fees due to continued effects of COVID-19
- \$140,510 decrease in other revenue primarily due to loss of EON lease revenue

FY21 Proposed Operating Budget Expenditure Reductions From FY20 Adopted Budget

- \$205,000 cuts in travel and training, insurance, staffing changes (position reorganizations)
- \$17,000 reduction in fleet replacement contributions (reduced from 50% to 40%)
- \$49,737 savings from detention cost center reduction for regional jail implementation (total savings are expected to be more)

FY21 Proposed Operating Budget Expenditure Increases Compared to FY20 Adopted Budget

- \$279,398 retiree medical expense previously in Medical Insurance Fund
- \$69,300 increase in IT replacement fund contributions (increased funding from 30% to 80%)
- \$146,936 increase in Animal Shelter and SWRCC cost
 - Multi-city ventures such as the Animal Shelter, SWRCC, Fire Training Officer, and Emergency Management Coordinator promote regional unity among cities to provide best services with economy of scale and efficiency
 - \$49,440 Animal Shelter for surgical operations and to cover budget shortfall from a reduction in contributions due to pandemic
 - \$97,496 in SWRCC costs for new dispatch software and no longer using fund balance for ongoing operations
- \$188,229 in compensation for a 2% mid-year increase

FY21 Proposed General Fund Non-operating Budget Expenditure Changes Compared to The FY20 Adopted Budget

- \$340,400 transfer to Medical Insurance Fund not needed due to dissolution of fund
- \$425,662 decrease in transfer to One Time Project Fund (funds not available)
- \$80,000 increase in transfer to grant fund due to two-year funding of CDBG grant
- \$265,000 increase in transfer to Street CIP due to funding
 - \$50,000 road design Beaver Creek & Swan Ridge
 - \$75,000 road design E. Carr
 - \$61,000 Wintergreen Phase I payment to Dallas County
 - \$79,000 US-67 Green Ribbon contract administration
- \$488,003 increase in reserve for P-25 radio project (previous year was \$350,000 reserve plus FY21 funding of \$838,003 for a total of \$1,188,003) Total project cost estimated at \$2,000,000
- \$100,000 decrease in economic incentive payments due to the commitment ending in FY20 (DeFord's)

FY21 Budget Challenges

- **Economic recovery after pandemic is uncertain:**
 - No new programs, no new projects, no new positions
 - Maintaining services at current levels with current staffing
 - Maintaining competitive pay and benefits continues to be a challenge as we compete with other public sector entities and the private sector to attract and retain employees
 - Compliance with unfunded regulatory and reporting mandates is difficult to achieve with lean staffing (mandates continue to increase)
 - Restoration of deferred street maintenance and other building and equipment maintenance costs continue to present challenges

Sales Tax Election to Reduce Property Tax

- Only the following cities in Dallas County have made this election
 - Balch Springs
 - DeSoto
 - Duncanville
 - Hutchins
 - Lancaster

- Seagoville
- This election reduces the tax rate by just less than 10 cents which is an 11.8% reduction (approximate revenue amount of \$2.6 million)

FY21 Utility Fund Expenditure Highlights

- Utility Accounting overall decrease (\$77,622)
 - (\$22,000) decrease in salary costs
 - (\$82,000) cut meter purchases (expend current on-hand inventory in preparation for AMI)
 - (\$13,000) decrease in fleet contribution and other equipment costs
 - \$50,000 increase in credit card/IVR and banking fees
- Utility Admin overall decrease (\$6,982)
 - (\$7,000) decrease in salary savings on new hire
 - (\$5,000) decrease in overbudgeted contract services (investment advisor fees) and reduced travel costs
 - \$5,000 increase in medical group insurance costs
- Water services overall increase \$129,608
 - (\$25,000) reduced fleet contribution
 - \$155,000 added for Dallas Water Costs (5.1% increase in variable cost per 1000 gal and 4.6% increase in fixed costs)
- Wastewater overall decrease (\$80,083)
 - (\$23,000) decreases in supplies, clothing, travel and maintenance
 - (\$23,000) decrease in direct materials for utility cut repairs
 - (\$51,000) reduced fleet contribution
 - \$14,000 added in contract services (includes Micro-Solve grease solvent addition to SSO program)
 - \$208,944 increase in TRA costs
 - Non-operating overall decrease of (\$152,000)
 - (\$111,000) decrease of debt service completed in FY20
 - (\$41,000) decrease- transfer to Medical Fund is no longer necessary

FY21 Solid Waste Fund Highlights

- Revenue total increases by \$328,000
 - \$318,000 due to full year of garbage rate increases (enacted in Jan 2020)
 - \$10,000 in franchise receipts increases
- Expenditures overall increase of \$318,516
 - \$389,000 increase for in garbage contract services (full year of new contract, plus 3% increase)
 - (\$50,000) decrease in Transfer to CIP for alley repairs
 - (\$6,600) net decrease in supplies, equipment and maintenance
 - (\$8,400) decrease- transfer no longer required to Medical Insurance Fund

Mayor Gordon opened the Public Hearing at 8:36pm

Mayor Gordon stated there would be ten minutes in total for any individuals in favor and ten minutes in total for opposed.

Dave Galbraith - spoke on W&B Services.

Councilmember Cooks made a motion to close the Public Hearing, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

Mayor Gordon closed the Public Hearing at 8:43pm

Councilmember Cooks reiterated he would like to see a mid-year budget for two additional police officer positions.

Finance Director Summerlin recommended to look at how the sales tax is performing mid-year to see if there would be a potential for any additional positions.

III.5.B. *Consider appointments to various Boards and Commissions including Audit Committee, Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Social Engagement Partnership, Park & Recreation Advisory Board, Sign Control Board, TIF (Tax Increment Financing Reinvestment Zone Number One), Tri-Cities Animal Control Board.*

Mayor Gordon read the following Boards and Commissions Appointments.

City Planning & Zoning Commission Appointment for 2 Year Terms 1. Jana McBroom 2. Greg Zylka 3. Betty Culbreath 4. Eric Pena	Sign Control Appointment for 2 Year Terms 1. Patricia Fields 2. Leslie Bruce 3. TBD
Zoning Board of Adjustment Appointment for 2 Year Terms 1. Carolyn Thompson 2. Charles Smith 3. Bobby Lydia Alt 1: Yolanda Columbus Alt 2: - TBD	DCEDC Appointment for 2 Year Terms 1. Derwin Broughton 2. Kenneth Govan 3. Tammy Abney 4. Steve Dial
Park & Recreation Advisory Board Appointment for 2 Year Terms 1. Alexander McLachlan 2. Mary (Beth) Farrell 3. Constance Willis Appointment for 1 Year Term 1. Jeremy Koontz	TIF Appointment for 2 Year Terms 1. Alex Wheeler 2. Lawrence Golden 3. Yashachika Gipson (replace daniel flores)
Library Adviosry Board Appointment for 2 Year Terms 1. Cindy Clinton 2. Susan Butsch 3. Jan Knoll 4. Barbara Boddie 5. Shannon Gable	Duncanville Neighborhood Vitality Commission Appointment for 2 Year Terms 1. Brenda O'Brien 2. Tonya Savage 3. Tim Perry Appointment for 1 Year Term 1.
Keep Duncanville Beautiful Board Appointment for 2 Year Terms 1. Sylvia Wilson Clark 2. Barbara McComb 3. Alice Arnold 4. Yerahí Lopez 5. Demetra Miller Appointment for 1 Year Term 1. Jose Perales	Multicultural Social Engagement Partnership Appointment for 2 Year Terms 1. Dr. Lavern Holyfield 2. Ann Perry 3. Annette Menefee 4. Loletha Moore
	Regional Animal Shelter Board Appointment for 2 Year Terms 1. Ed Priest

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

Mayor Pro Tem Don McBurnett made a motion to appoint Robynn Felder to the Neighborhood Vitality Commission for a one-year term. At-Large Councilmember Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against. Item passed.

III.5.C. *Consider a Resolution repealing the Duncanville Urban Land Bank Authority and Program Resolution No. 2015-012017 and amending the Neighborhood Vitality Commission Resolution No. 2017-052.*

Economic Development Director James presented the item. During the City Council's Briefing on August 4, 2020, the City Council directed staff to bring back an agenda item to disestablish the land bank as it has been inactive since its creation.

- In order to disestablish the land bank, the following actions are required:
- a) repeal Resolution No. 2015-012017, which created the Duncanville Urban Land Bank Authority and Program; and
 - b) amend the Neighborhood Vitality Commission Resolution No. 2017-052, which removes the mention of the land bank under the commission's responsibilities.

Councilmember Johnette Jameson made a motion to repeal the Urban Land Bank Authority and Program Resolution No. 2015-012017 and amend Neighborhood Vitality Resolution 2017-052, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

City Attorney Hager stated with Council's consent to reopen citizen comments in regard to the citizens who spoke during the Public Hearing.

Mayor Gordon opened citizen comments 9:00pm

Mr. Galbraith spoke during Item 5A

John Guyon - spoke on Item 5D and 5E and questioned if it is the best use for the City of Duncanville.

III.5.F. Take any necessary action as a result of the Executive Session.
No action taken.

III.5.D. Deliberate and determine to reconsider Resolution 2020-068R to award of bid and contract with Midwest Wrecking Company of Texas, Inc. in the amount of \$116,845 to demolish improvements on property located at 730 E. I-20, Duncanville, Texas.

Mayor Gordon stated due to no action being taken in Executive Session, Items 5D and 5E are dismissed.

City Attorney Hager stated there was no action out of Executive Session and to proceed with the motions for Items 5D and 5E.

Mayor Gordon called for a motion.

No motion was made. Item dismissed.

III.5.E. Consider a Resolution authorizing the award of bid IFB No. 20-025 Demolition Services to Midwest Wrecking Company of Texas, Inc. for the real property located at 730 E. I-20 City of Duncanville, in accordance with the proposed pricing bid tabulation attached hereto and incorporated herein as Exhibit 'A', in an amount not to exceed \$163,845.

Mayor Gordon called for a motion.

No motion was made. Item dismissed.

III.5.F. Take any necessary action as a result of the Executive Session.
No action taken.

III.6. STAFF AND BOARD REPORTS

III.6.A. Receive the Monthly Financial Report as of July 31, 2020.
No questions.

III.6.B. Receive the Public Works Department Quarterly Report.
No questions.

IV. ADJOURNMENT

The meeting was adjourned at 9:06 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, September 15, 2020

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 15, 2020, at 6:00 p.m. via videoconference with a quorum to wit:

**COUNCIL VIA VIDEO
CONFERENCING:**

Mayor Barry L. Gordon
 Councilmember At-Large Patrick Harvey
 Councilmember Joe Veracruz
 Mayor Pro Tem Don McBurnett
 Councilmember Monte Anderson
 Councilmember Mark D. Cooks
 Councilmember Johnette Jameson

**STAFF VIA VIDEO
CONFERENCING:**

IT Director Tracy Beekman
 Public Works Director Greg Ramey
 Finance Director Richard Summerlin
 City Secretary Kristin Downs
 Interim City Manager Paul Frederiksen
 City Attorney Robert E. Hager

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by combination of telephone/video conference and in person at 7:00 pm on Tuesday, September 15, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by telephone/video conference and in person. There will be limited public access to appear at the City Council Chambers in Duncanville City Hall, 203 E. Wheatland Road for the public hearing on the Tax Rate. City Staff and City Council are encouraged to participate in the meeting by teleconference/video in order to allow the City to follow the CDC's social distancing guidelines. Please see details found at the bottom of the agenda. Members of the public may appear by telephone/video conference and in person for the public hearing comment period. Members of the public that appear in person should notify the office of the City Secretary by 4:00 p.m. September 15, 2020 in order to make adequate safety measures to ensure social distancing. Masks are required for in person appearance. Members of the public may also appear by dial-in as set forth in this notice.

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, September 15, 2020, email citysecretary@duncanville.com and title the email "Public Comment – September 15th. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

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

This is an open meeting conducted by video conference. There will be no public access to a physical location other than noted above for limited public access for the public hearing on the tax rate.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_LUHDy2nESQapO0Eu-NtWGQ

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

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

I. WORK SESSION / BRIEFING

I.1. **DISCUSS AGENDA ITEMS**

Mayor Gordon read the item into record, and Interim City Manager Frederiksen reviewed each item. Item 4C - Consider a Resolution authorizing award of Bid #20-027, Meadowcreek Dr. Bagwall Erosion Control to Knight Erosion Control, Inc through the City's competitive bid process, with an estimated expenditure amount of \$166,236.26. Item pulled; staff to reevaluate bid submittals.

I.2. **BRIEFINGS / PRESENTATIONS**

I.2.A. ***Briefing to City Council on Drainage Utility Fee Billing.***

Public Works Director Ramey presented the item. The City first established Drainage Utility Fee Program in September 1997; fee based on parcel size exclusively. The most recent update to the Drainage Utility Fee Ordinance was in September 2018 which revised the methodology for calculating the Drainage Utility Fee for non-residential properties; fee based on impervious area. The ongoing conversion of City permit and billing software to Tyler Munis products will provide more flexibility in assessing and collecting drainage utility fees.

What does drainage utility fee cover?

- Drainage Administration
 - Employee Compensation (4 FTEs)
 - Stormwater System O&M
 - Municipal Separate Storm Sewer System (MS4) Compliance
- Capital Improvement Projects
 - Erosion Control (Bag Wall Program)
 - Drainage Infrastructure
 - Alley Drainage
 - Drainage Studies & Master Planning

Current Drainage Utility Fee Structure

- Fee reflects how much storm water the property contributes to the storm water system.
- Based on size of impervious area.
- Impervious area is divided into Equivalent Residential Units (ERU)
- One ERU = 4,300 SF of impervious area which reflects the average "contribution" of a single-family residence in Duncanville.

Current Drainage Utility Fee Billing

- Residential & Non-residential properties are billed through the City Utility Bill for active accounts based on mailing address
- Issues include:
 - Collection from parcels without active Water/Sewer account
 - Non-residential parcels with multiple water meters and account mailing addresses differing from DCAD parcel mailing address
 - Obsolete Utility Billing software

Recommended Drainage Utility Fee Billing

- Tyler Munis Utility Billing Software will "Go Live" in March/April 2021
- Residential customers with active water meters will continue to pay the Drainage Utility Fee monthly as part of City Utility Bill. Residential properties with inactive accounts will be billed similar to non-residential properties
- Non-residential property owners will pay for annual Drainage Utility Permit (lump sum) in lieu of adding Drainage Utility Fee to City utility bill
- Resolves issues of multiple meters/addresses for properties
- Allows for billing properties without active Utility accounts

Mayor Gordon, Councilmember Cooks and Councilmember Jameson voiced their concerns regarding yearly billing and collections. Interim City Manager Frederiksen stated staff would research additional billing options; monthly, quarterly, and yearly.

I.2.B. Discuss the 2020 Census.

Interim City Manager Frederiksen provided an update on the City's analytics and the efforts being made due to the pandemic.

I.2.C. Discuss Annual City Council Calendar.

Interim City Manager Frederiksen discussed the item.

Council concluded the following:

- Continue with Joint Meetings – via Zoom
- Council Workshop, October 27, 2020 – 5:00 p.m.
- Cancel November 3, 2020 City Council meeting, due to Elections

II. EXECUTIVE SESSION

Executive Session was moved until after Staff and Board Reports.

II.1 City Council shall convene into closed executive session pursuant to Section 550.71 of the Texas Gov't Code to seek legal advice from the City Attorney about pending litigation and claims in the following matters:

1. EON Reality Management Agreement Lease, Security Interest.

II.2 City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to receive a report from the City Attorney concerning a complaint alleging a violation of Code of Ethics by a Board of Director of Duncanville Community Economic Development Corporation, to wit: David Galbraith.

III. REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M.)

The City Council convened into Regular Session in the Council Chambers at 7:06 p.m. with Mayor Gordon presiding.

The Invocation was delivered by Councilmember Veracruz.

The Pledge of Allegiance and Texas Pledge were led by Mayor Gordon.

III.1. REPORTS

III.1.A. Mayor's Report.

Encouraged everyone to take part in:
Operation: Clean Duncanville
Date: October 10, 2020
Time: 8:00 a.m. – 1:00 p.m.
Location: Armstrong Park

Mayor Gordon provided an updated on COVID-19 and encouraged all citizens to social distance and wear their masks.

III.1.B. Councilmembers' Reports

Mayor Pro Tem McBurnett encouraged all citizens to complete their 2020 Census.

Councilmember Cooks recognized Hispanic Heritage Month and Councilmember Anderson on his Community award.

Councilmember Cooks encouraged everyone to attend:
Meet, Connect, and Learn
Topic: City Budget
Guest: Mayor Gordon and Finance Director Summerlin
Date: October 26, 2020
Time: 10:00 -11:15 a.m.
via ZOOM

Councilmember Jameson congratulated Councilmember Anderson on his Community award.

III.1.C. City Manager's Report.

None.

III.2. PROCLAMATIONS AND PRESENTATIONS

None.

III.3. CITIZENS' INPUT

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

To 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.

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

Yerahi Cruz - recognized Hispanic Heritage Month.

Patricia Ebert – forwarded an email on the following items; Harrington Park Bond improvements status, and agenda Item 5E rate increase.

III.4. CONSENT AGENDA

Mayor Gordon requested that City Secretary Kristin Downs read the Consent Agenda Items.

III.4.A. Consider the Minutes for the August 4, 2020 City Council Regular Meeting and the August 13, 2020 Special City Council Meeting.

III.4.B. Consider a Resolution authorizing award of Bid #20-016 Meadowcreek Dr. Drainage Improvements to La Banda, LLC, through the City's competitive bid process, with an estimated expenditure amount of \$283,106.00.

III.4.C. Consider a Resolution authorizing award of Bid #20-027, Meadowcreek Dr. Bagwall Erosion Control to Knight Erosion Control, Inc through the City's competitive bid process, with an estimated expenditure amount of \$166,236.26.

Item pulled.

III.4.D. Consider a Resolution approving the terms and conditions of Amendment No. 3 to the Household Hazardous Waste (HHW) Interlocal Agreement with Dallas County to coordinate the planning and implementation of a Hazardous Waste Collection Program, from October 1, 2020 through September 30, 2021, for a cost not to exceed \$58,856.00.

III.4.E. Consider a Resolution agreeing to engage TriStem to perform a contingency based audit of utility billings paid by the City of Duncanville and franchise fees paid and/or owed to the City by electric, gas, telephone, cable, tv/video, and waste providers; authorizing the Interim City Manager to execute the contract and addendum.

III.4.F. Consider a Resolution approving and accepting the terms and conditions of an agreement with Dallas County on behalf of the Health and Human Services Department for a Mosquito Ground Control Program, attached hereto and incorporated herein as Exhibit "A", effective October 1, 2020 through September 30, 2021, at a rate of \$185.00 per hour.

Councilmember Johnette Jameson made a motion to approve the item as stated, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Items passed.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

III.5.A. Conduct a Public Hearing on the 2020 proposed tax rate.

Finance Director Summerlin presented the item.

Recap of Prior Budget and Tax Calculations

- No-New-Revenue (NNR) Tax Rate is the rate applied to current year taxable valuations that would yield the same property tax revenue as in the previous budget year.
- Voter-Approval (VA) Tax Rate is the maximum tax rate without triggering a general election to approve the tax rate.
- Tax Rates based on DCAD's legally certified estimates (JULY)
 - NNR Tax Rate was \$0.748609
 - VA Tax Rate was \$0.773007
 - Budget was filed at the end of July based on the current tax rate of \$0.743447
- At the August 13, 2020 Budget Workshop.
 - Staff presented the **estimated** NNR and VA tax rate calculations based on **an estimate of the Certified Tax Roll** which were much lower than the previous calculations based on DCAD certified estimates.
 - Council consensus was for staff to receive the Certified Tax Roll from DCAD and re-calculate the tax rates targeting the re-calculated VA Tax Rate.

Re-calculated Tax Rates Based on Certified Tax Roll Received August 20, 2020

- NNR Tax Rate using Certified Tax Roll \$0.698961
- VA Tax Rate using Certified Tax Roll \$0.721852
- Budget revised to reflect a proposed tax rate of \$0.716852 which is a half cent less than the re-calculated VA Tax Rate (GF property tax revenue difference between the VA Tax Rate and the proposed tax rate is \$133,225)

NNR And VA Tax Rate History

Historical Tax Rate Comparison and Revenue Impacts Between the Adopted Rate and the NNR Rate									
Fiscal Year (CAP %)	Tax Year (CAP %)	Adopted Tax Rate	Voter- Approval Tax Rate	Difference Between the Adopted Rate and the VA Rate	%	No-New Revenue Rate	Difference Between the Adopted Rate and the NNR Rate	%	Revenue Impacts If Adopted Rates were at the NNR Rate
2015 (8%)	2014 (8%)	\$0.758447	\$0.789267	\$0.030820	4.1%	\$0.722816	-\$0.035631	-4.7%	\$ (614,393)
2016 (8%)	2015 (8%)	\$0.758447	\$0.790517	\$0.032070	4.2%	\$0.718796	-\$0.039651	-5.2%	\$ (718,691)
2017 (8%)	2016 (8%)	\$0.758447	\$0.763848	\$0.005401	0.7%	\$0.704578	-\$0.053869	-7.1%	\$ (1,061,180)
2018 (8%)	2017 (8%)	\$0.758447	\$0.780079	\$0.021632	2.9%	\$0.717895	-\$0.040552	-5.3%	\$ (842,254)
2019 (8%)	2018 (8%)	\$0.748448	\$0.748940	\$0.000492	0.1%	\$0.689904	-\$0.058544	-7.8%	\$ (1,345,829)
2020 (8%)	2019 (8%)	\$0.743447	\$0.751442	\$0.007995	1.1%	\$0.686452	-\$0.056995	-7.7%	\$ (1,427,412)
2021 (3.5%)	2020 (3.5%)	\$0.716852	\$0.721852	\$0.005000	0.7%	\$0.698962	-\$0.017890	-2.5%	\$ (483,594)
Note: The FY21 (TY20) Adopted Tax Rate is proposed and subject to discussion.									
This chart compares the adopted rate each year to the VA rate and the NNR rate. The revenue impacts calculated are the difference between the adopted rate and the NNR rate based on total taxable value each year.									

Revenue Effect Between the Proposed Tax Rate and the NNR Tax Rate

Total Property Tax Revenue at .716852 (Proposed Tax Rate)	\$	19,293,490
Discount 1% For Delinquent Taxes	\$	19,100,555
Less Debt Service	\$	1,383,157
Total General Fund Revenue for FY21 at the Proposed Tax Rate	\$	17,717,398
Total Property Tax Revenue at .698962 (NNR Tax Rate)	\$	18,811,995
Discount 1% For Delinquent Taxes	\$	18,623,875
Less Debt Service	\$	1,383,157
Total General Fund Revenue for FY21 at the NNR Tax Rate	\$	17,240,718
Difference	\$	(476,680)

City Council Direction at The September 1, 2020 City Council Meeting

- Proceed with the proposed rate of \$0.716852
- Notice of the tax rate prepared and published with the proposed rate of \$0.716852
- Notice of the Public Hearing prepared and published with the proposed rate of \$0.716852

Mayor Gordon opened the Public Hearing at 7:28 p.m.

No one spoke.

Councilmember Mark D. Cooks made a motion to close the Public Hearing, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against. Item passed.

Mayor Gordon closed the Public Hearing at 7:29 p.m.

Councilmember Cooks stated he would like to see a mid-year budget for two additional police officer positions.

- III.5.B.
- Consider an Ordinance approving and adopting a budget for the City for the Fiscal Year October 1, 2020, through September 30, 2021; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget and ratifying the revised FY 19-20 Budget (Section 7 of the attached ordinance).**

Finance Director Summer line presented the item.

Mayor FY21 Revenue Changes

- Senate Bill 2 (SB2) reduced the property tax cap from 8% to 3.5% which significantly reduces cities' primary revenue which is property tax
- Senate Bill 1152 (SB1152) reduced certain franchise tax payments payed to cities by telephone and cable companies that use city owned right-of-way to house their equipment and lines
- Then along came COVID-19
 - Major impact to sales tax revenues due to sales tax generating businesses being closed or reducing tax generating activity (Duncanville lost a major sales tax generating company prior to COVID-19)

General Fund Overview

	SOURCES & USES OF FUNDS	2019-20 BUDGET	2019-20 REVISED	2020-21 BUDGET
1	TOTAL REVENUES	\$ 32,906,358	\$ 32,067,919	\$ 32,619,360
2				
3	TOTAL EXPENDITURES	\$ 33,871,582	\$ 33,787,308	\$ 34,266,139
4				
5	NET REVENUES	\$ (965,224)	\$ (1,719,389)	\$ (1,646,780)
6				
7	FUND BALANCE			
8	BEGINNING FUND BALANCE	\$ 7,603,995	\$ 10,097,354	\$ 8,377,965
9				
10	ENDING FUND BALANCE	\$ 6,638,771	\$ 8,377,965	\$ 6,731,186
11	Days of Operations	75	96	75
12				
13	Designated Operating Reserve	\$ 6,646,704	\$ 6,551,562	\$ 6,730,457
14				
15	Number of Days Operating Resene Calculated On	75 Day	75 Day	75 Day
16				
17	Amount Above or (Below) Operating Reserve Target	\$ (7,933)	\$ 1,826,403	\$ 729

FY21 Proposed General Fund Budget Highlights

- \$466,879 increase in property tax revenue
- (\$566,831) decrease in sales tax revenue based on loss of a major sales tax generator and uncertain economic recovery from COVID-19
- (\$127,000) decrease in franchise receipts primarily due to SB1152 combined with erosion of telephone and cable franchise revenues
- (\$205,000) cuts in travel and training, insurance, position reorganizations
- (\$17,000) reduction in fleet replacement contributions
- (\$49,737) savings from detention cost center reduction for regional jail implementation
- \$188,229 in compensation for a 2% mid-year increase

- \$838,003 in funding for P-25 public safety radio system (total cost approximately \$2,000,000)

FY21 Budget Challenges

- Economic recovery after pandemic is uncertain:
- No new programs, no new projects, no new positions
- Maintaining services at current levels with current staffing
- Maintaining competitive pay and benefits continues to be a challenge as we compete with other public sector entities and the private sector to attract and retain employees
- Compliance with unfunded regulatory and reporting mandates is difficult to achieve with lean staffing (mandates continue to increase)
- Restoration of deferred street maintenance and other building and equipment maintenance costs continue to present challenges

Mayor Pro Tem Don McBurnett made a motion:

I move adoption of the Fiscal Year 2020-21 Budget and the revised Fiscal Year 2019-20 Budget as presented in the City Council Agenda Packet. This budget will raise more total property taxes than last year's budget by \$464,905 or 2.48%, and of that amount \$90,195 is tax revenue to be raised from new property added to the tax roll this year.

Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against. Item passed.

III.5.C. Consider an Ordinance Levying Ad Valorem Taxes for the Year 2020 at a rate of \$0.716852 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the Corporate limits of the City as of January 1, 2020, to provide revenues for current expenses and interest and sinking fund requirements; providing for due and delinquent dates together with penalties and interest.

Finance Director Summerlin presented the item.

Senate Bill 2 (SB2) New Tax Rate Nomenclature

- No-New-Revenue (NNR) Tax Rate is the rate applied to current year taxable valuations that would yield the same property tax revenue as in the previous budget year
- Voter-Approval (VA) Tax Rate is the maximum tax rate without triggering a general election to approve the tax rate (the cap in calculating this rate was reduced from 8% to 3.5% under SB2)

Comparison to Prior Year Tax Rate

	Tax Year 2020 Tax Rates	Difference From Prior Year Adopted Tax Rate	Percentage Above (Below) Prior Year Tax Rate
NNR Tax Rate	\$0.698962	\$ (0.044485)	-5.98%
Prior Year Adopted Tax Rate	\$0.743447		
VA Tax Rate	\$0.721852	\$ 0.021595	2.90%

Comparison to Proposed Tax Rate

	Tax Year 2020 Tax Rates	Difference From Proposed Tax Rate	Percentage Above (Below) Proposed Tax Rate
NNR Tax Rate	\$0.698962	\$ (0.017890)	-2.50%
Proposed 2020 Tax Rate	\$0.716852		
VA Tax Rate	\$0.721852	\$ 0.005000	0.70%

Councilmember At-Large Patrick Harvey made a motion.

I move that the property tax rate be increased by the adoption of a tax rate of \$0.716852 per \$100 valuation, which is effectively a 2.56 percent increase in the tax rate.

Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

- III.5.D. Consider an Ordinance ratifying the Fiscal Year 2020-2021 Budget which raises more revenue from property tax than in the previous year.**
Finance Director Summerlin presented the item.

Ratification Vote

- Section 102.007(c) of the Texas Local Government Code requires a ratification vote on a budget that will raise more revenue from property taxes than the previous year. This vote must be separate from the adoption of the budget or tax rate.
- Because the City of Duncanville has experienced an increase in property valuations, the proposed tax rate will generate more revenue even though the 2020 tax rate is lower than the 2019 tax rate. Therefore, this ordinance must be approved in compliance with state law.

Mayor Pro Tem Don McBurnett made a motion.

I move ratification of the FY21 Budget which will raise more total property taxes than last year's budget by \$464,905 or 2.48%, and of that amount, \$90,195 is tax revenue to be raised from new property added to the tax roll this year.

Councilmember Joe Veracruz seconded the motion. The vote was cast 7 for, 0 against. Item passed.

- III.5.E. Consider a Resolution approving Republic Waste Services of Texas, Ltd., request to the City of Duncanville to increase contract rates under the Municipal Materials Management Agreement by 2.0% for Residential Collection and 2.91% for Commercial Services, effective October 1, 2020.**
Public Works Director Ramey presented the item. On July 16, 2019, the Duncanville City Council approved a Municipal Materials Management Agreement ("Agreement") with Republic Waste Services of Texas, Ltd., ("Republic") to provide for continued garbage, recycling, and bulk and brush collection and disposal services. The initial term of Agreement is September 21, 2019 through September 20, 2026. The agreement will renew for successive 5-year periods unless terminated in advance by the City or Republic.

Section 7.2 – Annual Rate Adjustments, of the Agreement provides for Republic to increase contract rates annually on the Effective Date of the Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the U. S. Department of Labor, Bureau of Statistics ("the CPI").

On September 03, 2020, staff received Republic's most recent request to increase the contract rate for residential by 2.0% and increase the contract rates for commercial by 2.91% based on the June 2020 CPI with rates effective 10/01/2020. (CPI All-Urban in June 2020 was 2.91%)

Rate Summary

- Impact to City Solid Waste Collection Contract:

Residential Collection	Proposed FY21	Current FY20	Difference
Residential Trash (2/Wk)	\$ 10.05	\$ 9.85	+ \$0.20
Residential Recycling (1/Wk)	\$ 5.37	\$ 5.26	+ \$0.11
Residential Bulk/Brush (10 CY/2/Mo)	\$ 3.06	\$ 3.00	+ \$0.06
Total Residential /Month	\$ 18.48	\$ 18.11	+ \$0.37

- Impact to residents in Master Fee Schedule:

Type	Proposed FY21	Current FY20	Difference
Single Family/Duplex/Multi – Curbside Svc	\$24.36**	\$23.99	+ \$0.37 (+1.5%)
Single Family/Duplex/Multi – Alley Service	\$30.54**	\$30.08	+ \$0.46 (+1.5%)

** Rate covers: Solid Waste Collection, Landfill, Alley CIP Projects, HHW, Operation Clean Duncanville, Sanitation Admin

Mayor Gordon questioned If Council choose not to approve the rate increase how would that effect the service to the city.

Robynn Mota, Republic Services stated Republic Services would bring the annual rate increase back to Council next month; due to the financial impacts from the COVID-19 pandemic.

City Attorney Hager stated there is usually a service-based reason why a City would not be giving the contracted amount and therefore that strikes the reasonability clause. Unless there is a service-based reason to consider then the contract a CPI increase.

Councilmember Jameson showed concern on the built in annually rate increases for future years.

Councilmember Anderson stated he will be voting against the increase due to not recalling the discussion of a rate increase.

Councilmember Cooks questioned what the total amount would be if the increase was not passed onto the citizens.

Finance Director Summerlin stated he does not have that amount calculated however, being at 35 days fund balance any absorption without passing on the increase will erode the fund balance. If any type catastrophic event were to happen there would not be any funds available.

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember At-Large Patrick Harvey seconded the motion.

Councilmember Mark D. Cooks made a motion to table the item as stated, Councilmember Johnette Jameson seconded the motion.

Councilmember Cooks stated he is not totally against the increase however, he would like more information.

Finance Director Summerlin stated when the budget was presented it included the cost increase on expenditure side but did not anticipate or include any increase on the rates. The 35-day project fund balance includes the rate increase.

Mayor Gordon questioned the additional information Councilmember Cooks requested has been discussed and approved by Council for the upcoming budget.

Finance Director Summerlin stated yes.

The vote was cast 4 for, 3 against (Councilmember Joe Veracruz, Councilmember Councilmember At-Large Patrick Harvey, Mayor Pro Tem Don McBurnett and Mayor Barry L. Gordon). Item failed.

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember At-Large Patrick Harvey seconded the motion. The vote was cast 4 for, 3 against (Councilmember Monte Anderson, Councilmember Mark D. Cooks, and Councilmember Johnette Jameson). Item passed.

III.5.F. Consider an Ordinance approving the Fiscal Year 2020-2021 Master Fee Schedule, which is attached hereto and incorporated herein as Exhibit "A".

Finance Director Summerlin presented the item.

Councilmember At-Large Patrick Harvey made a motion to approve the item as stated, Councilmember Mark D. Cooks seconded the motion. The vote was cast 7 for, 0 against. Item passed.

III.5.G. Consider a Resolution casting votes for Places 1- 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.

Finance Director Summerlin presented the item.

Councilmember Johnette Jameson made a motion to appoint the incumbents, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Item passed.

Incumbents appointed: Robert T Herrera – Place 1, John W. (Buzz) Fullen – Place 2, Jeffrey Snyder – Place 3, Robert S. Hauck – Place 4.

III.5.H. Take any necessary action as a result of the Executive Session.

Item moved after Staff and Board reports.

III.6. STAFF AND BOARD REPORTS

III.6.A. Receive the Economic Development Department Quarterly Report.

No questions.

Mayor Gordon recessed the Briefing Session at 8:42 p.m. for City Council to convene into Executive Session.

II. EXECUTIVE SESSION

The Executive Session was called into session at 8:49 p.m. and City Attorney Hager read the item into record.

II.1 City Council shall convene into closed executive session pursuant to Section 550.71 of the Texas Gov't Code to seek legal advice from the City Attorney about pending litigation and claims in the following matters:

1. EON Reality Management Agreement Lease, Security Interest.

II.2 City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to receive a report from the City Attorney concerning a complaint alleging a violation of Code of Ethics by a Board of Director of Duncanville Community Economic Development Corporation, to wit: David Galbraith.

The Council closed the Executive Session at 10:30 p.m.

The City Council reconvened into Regular Session at 10:05 p.m.

III.5.H. Take any necessary action as a result of the Executive Session.

Item II.1

City Council shall convene into closed executive session pursuant to Section 550.71 of the Texas Gov't Code to seek legal advice from the City Attorney about pending litigation and claims in the following matters:

1. EON Reality Management Agreement Lease, Security Interest.

No action taken.

Item II.2

City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to receive a report from the City Attorney concerning a complaint alleging a violation of

Code of Ethics by a Board of Director of Duncanville Community Economic Development Corporation, to wit: David Galbraith.

City Attorney Hager read a motion:
“Motion to issue a letter of notification that any disclosure Duncanville Community Economic Development Corporation (DCEDC) Board member was unintentional; and to request that the Board member meet with the Mayor to address concerns and avoid any future violations.”

Councilmember At-Large Patrick Harvey made a motion, Councilmember Johnette Jameson seconded the motion. The vote was cast 7 for, 0 against. Item passed.

IV. **ADJOURNMENT**

The meeting was adjourned at 10:08 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Consider a Resolution Canvassing and Declaring the results of the November 3, 2020 General Election for Councilmember District 2 for a two (2) year term; providing for Run-Off Election for Tuesday, December 8, 2020.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

The Joint Election Agreement and Election Services Contract between the City of Duncanville, Dallas County, and other jurisdictions in Dallas, Collin, and Denton Counties, was for conducting a Joint Election held on Tuesday, November 3, 2020; and provides that the Dallas County Elections Administrator is responsible for the preparation of the unofficial canvass report; and will provide by email a copy of the unofficial canvass to each Participating Political Subdivision after all returns, provisional ballots, and late overseas ballots, have been tabulated.

The November 3, 2020 Presidential/Joint Election estimated cost was \$998.79 due to Dallas County Elections providing a cut in costs on Election Equipment. Dallas County Elections has provided the following estimated cost of \$11,381.69 for the City of Duncanville; six (6) entities participating, twelve (12) Early Voting locations, and ninety-two (92) Election Day Vote Centers.

POLICY EXPLANATION:

The Joint Elections Agreement and Election Services Contract between the City of Duncanville, other jurisdictions, and Dallas County for the Joint Election is administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code; and Article VII, Section 7.02 of the Duncanville Home Rule Charter.

FUNDING SOURCE:

Estimated cost for the Run-Off Election \$11,381.69.

Contract Log #:

1424

RECOMMENDATION:

Recommend approval of a Resolution Canvassing and Declaring the results of the November 3, 2020 General Election for Councilmember District 2 for a two (2) year term; providing for Run-Off Election for Tuesday, December 8, 2020.

ATTACHMENTS:

[Attachment 1 - Duncanville Final Canvass Cum Totals](#)

[Attachment 2 - Run Off Estimated Cost](#)

[Attachment 3 - Resolution No. - 2020-097 - Run-Off - District 2 - December 8, 2020](#)

Duncanville Final Canvass Reports
General and Joint Election
November 3, 2020

ATTACHMENT 1

UNOFFICIAL RESULTS
Final Cum Totals
Dallas County

Duncanville Member of Council, District 2

Vote For 1

	TOTAL	VOTE %	EV In-Person	EV Mail	Election Day	EV-ED Provisional
Don McBurnett	970	32.93%	774	111	85	0
Hector Sifuentes	962	32.65%	765	37	159	1
Misty Bain	1,014	34.42%	820	74	119	1
Total Votes Cast	2,946	100.00%	2,359	222	363	2

ATTACHMENT 2



Dallas County Elections Department

1520 Round Table Drive
Dallas, Texas 75247

DECEMBER 08, 2020 PRESIDENTIAL/JOINT RUNOFF ELECTION

ESTIMATED COST INVOICE

Subject to Change

EXHIBIT - A
6 Entities
12 EV Locations
92 ED Vote Centers

REGISTERED VOTER SPLIT	Total	CODu
Total Number of Registered Voters	264,739	4,837
Split by 1	43,924	0
Split by 2	21,082	0
Split by 3	0	0
Split by 4	0	0
	0	0
	0	0
Total Splits	65,006	4,837
Total Units	293,728	4,837
Cost Per Registered Voter (without ESF)	\$2.14	\$2.14
Total Cost	\$628,324.39	\$10,346.99
% of Units	100%	1.65%

	Total	CODu
Election Total	\$628,324.39	\$10,346.99
Exceptional Cost (to be determined)	\$0.00	
Election Services Fee (ESF) 10% of Joining Entity's Election Total	\$62,832.44	\$1,034.70
Total Cost	\$691,156.83	\$11,381.69
Cost Per Registered Voter (With ESF)	\$2.35	\$2.35
Amount of Deposit	\$0.00	\$0.00
(Overpaid)/Underpaid	\$691,156.83	\$11,381.69

RESOLUTION NO. 2020-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE NOVEMBER 3, 2020 GENERAL ELECTION FOR COUNCILMEMBER DISTRICT 2 FOR A TWO (2) YEAR TERM; PROVIDING FOR RUN-OFF ELECTION FOR TUESDAY, DECEMBER 8, 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is hereby found and determined that notices of a general election were duly given in the form, manner and time required by law, and said elections were in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such elections; and

WHEREAS, it is imperative to consider the returns of the general and special elections held on November 3, 2020, for the purpose of electing the hereinafter named officials before the qualified voters of the City; and

WHEREAS, the returns of the general election have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling places and for early voting, as canvassed and tabulated by this governing body as follows:

WHEREAS, the returns for Councilmember for District 2 did not result in a candidate receiving a majority of votes cast and a runoff is required by law.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Duncanville, Texas after examining said returns and opening and canvassing the votes of said election, for Council member District 2 that the results of said general election are as follows:

SECTION 1. That the following number of votes were cast for the following unopposed candidate for the office of Councilmember District 2 to wit:

NAME	EARLY VOTES	ELECTION DAY VOTES	TOTAL VOTES
Don McBurnett	885	85	970
Hector Sifuentes	802	159	962*
Misty Bain	894	119	1,014*

*Provisional Vote

It appearing that no candidate received majority of all votes cast for the office of Councilmember District 2, is hereby declared to serve a three (2) year term after qualifying.

SECTION 2. That a runoff election is hereby ordered for December 8, 2020, for the purpose of electing a City Councilmember for District 2 for a full term. The only candidates for said runoff election shall be the two candidates for District 2 who received the highest and second highest number of votes for said office at the Municipal Officers Election for the City conducted on November 3, 2020 and canvassed on November 4, 2020. According to the official canvass of said election, no candidate for said District 2 received a majority of the votes cast for said office and the candidate receiving the highest number of votes was as follows:

1. Don McBurnett 970 votes
2. Misty Bain 1,014 votes

SECTION 3. The Presiding Election Judge and Alternate Presiding Election Judge appointed to serve the authorized polling place and the early voting clerk (City Secretary) and deputy early voting clerk shall be those election officials who served at the regular election on November 3, 2020. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance, by mail and for Election Day voting.

SECTION 4. The entire City shall constitute one election precinct for the election and the Duncanville Library James Collins Duncanville, Texas 75116, is hereby designated the polling place for Election Day. The election officers and maximum number of clerks for said polling place shall be determined by the Presiding Election Judge.

On Election Day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

The Office of the City Secretary in the Duncanville Library James Collins Duncanville, Texas 75116, is hereby designated the early voting place. Applications for ballot by mail shall be received and processed by the City Secretary by 5:00 p. m. on November 27, 2020.

Early voting for the Runoff Election shall begin on Monday, November 23, 2020, and end on Friday, December 4, 2020, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be as set forth below:

Dates	Hours
November 23 rd – November 25 th (Monday through Wednesday)	8 AM to 5PM
November 28 th (Saturday)	8AM to 5 PM
November 29 th (Sunday)	1 PM to 6 PM
November 30 th – December 2 nd (Monday through Wednesday)	8 AM to 5 PM
December 3 rd – December 4 th (Thursday through Friday)	7 AM to 7 PM

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be the Mayor and City Secretary.

SECTION 5. The run-off election shall be conducted by Dallas County in accordance with an interlocal agreement between Dallas County and the City of Duncanville and the in person early voting places for residents of Duncanville in Dallas County shall be at follows:

VC#	LOCATION	Room	ADDRESS	CITY	ZIP
V3200	H BOB DANIEL SR INTERMEDIATE SCHOOL	RM 102	1007 SPRINGWOOD DR	DUNCANVILLE	75137
V3201	ALEXANDER ELEMENTARY SCHOOL	GYM, RM 807	510 SOFTWOOD DR	DUNCANVILLE	75137
V3202	DUNCANVILLE LIBRARY	MTG RM 1-3	201 JAMES COLLINS BLVD	DUNCANVILLE	75116
V3203	DUNCANVILLE'S FIRST BAPTIST CHURCH	F101	323 W WHEATLAND RD	DUNCANVILLE	75116
V3204	REED MIDDLE SCHOOL	AUDITORIUM, RM 600	530 E FREEMAN ST	DUNCANVILLE	75116
V3205	BRANDENBURG INTERMEDIATE SCH-DUISD	CHOIR RM, 501	1903 BLUERIDGE DR	DUNCANVILLE	75137
V3206	BYRD MIDDLE SCHOOL	GYM B	1040 W WHEATLAND RD	DUNCANVILLE	75116
V3207	ARISE CHURCH	SANCTUARY FOYER	201 W CENTER ST	DUNCANVILLE	75116
V3208	CENTRAL ELEM SCHOOL- DUISD	AUDITORIUM, RM 201	302 E FREEMAN ST	DUNCANVILLE	75116
V3209	DUNCANVILLE HS PERFORMANCE HALL	FOYER	900 W CAMP WISDOM RD	DUNCANVILLE	75116
V3211	FAIRMEADOWS ELEM SCHOOL	GYM, RM 701A	101 E FAIRMEADOWS DR	DUNCANVILLE	75116

SECTION 6. All resident qualified electors of the City shall be permitted to vote at said election. This election shall be held and conducted in accordance with the provisions of Texas Election Code, and as may be required by law, all election materials and proceedings shall be printed in both English and Spanish.

SECTION 7. The City Secretary is hereby directed to cause notice of said election to be published at least once, not earlier than the 30th day nor later than the 15th day, before election day as provided in Section 4.003(a) (1) of the Texas Election Code; and shall be posted on the

bulletin board used for posting notices of the City Council meetings not later than the 15th day before election day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with Texas Election Code Section 4.005.

SECTION 8. This resolution shall take effect immediately upon its passage.

DULY ORDERED by the City Council of the City of Duncanville, Texas the 17th day of November 2020.

CITY OF DUNCANVILLE, TEXAS

APPROVED:

Barry L Gordon, Mayor
City of Duncanville, Texas

ATTEST:

Kristin Downs, City Secretary
City of Duncanville, Texas

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. 2020-097

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE DUNCANVILLE, TEXAS DECLARANDO LOS RESULTADOS DE LAS ELECCIONES GENERALES DEL 3 DE NOVIEMBRE DEL 2020 PARA EL PUESTO DE CONCEJAL DEL DISTRITO 2 PARA UN PERIODO DE DOS (2) AÑOS; PROPORCIONANDO ELECCIONES DE DESEMPATE PARA EL MARTES 8 DE DICIEMBRE DEL 2020; Y PROPORCIONANDO UNA FECHA VIGENTE.

CONSIDERANDO, que se encuentra y determina que los avisos de una elección general fueron debidamente entregados en la forma y tiempo requerido por la ley, y dichas elecciones se llevaron a cabo legalmente y de acuerdo con las leyes aplicables del Estado de Texas y los procedimientos llamando y gobernando dichas elecciones; y

CONSIDERANDO, que es imperativo considerar los resultados de la elección general que se llevó a cabo el 3 de noviembre del 2020, con el fin de elegir a al funcionario antes nombrado ante los votantes calificados de la ciudad; y

CONSIDERANDO, que los resultados de las elecciones generales se han presentado legal y debidamente ante el Concejo de la Ciudad para declarar los resultados, y una tabulación de las declaraciones para los centros de votación y para la votación anticipada de la siguiente manera; y

CONSIDERANDO, los resultados para el Concejo del Distrito 2 no dieron como resultado que un candidato recibiera la mayoría de los votos emitidos y la ley exige una segunda vuelta.

POR LA PRESENTE SE RESUELVE que el Consejo de la ciudad de Duncanville, Texas, luego de examinar dichas declaraciones y abrir y sondear los votos de dicha elección, para el concejal Distrito 2 que los resultados de dicha elección general son los siguientes.

SECCION 1. Que se emitió el siguiente número de votos para el siguiente candidato sin oposición para el cargo de concejal del Distrito 2, es decir:

NAME	EARLY VOTES	ELECTION DAY VOTES	TOTAL VOTES
Don McBurnett	885	85	970
Hector Sifuentes	802	159	962*
Misty Bain	894	119	1,014*

*Voto Promocional

Ningún candidato recibió la mayoría de todos los votos emitidos para el cargo de concejal del Distrito 2, se declara por la presente para servir un término de dos (2) años después de calificar.

SECCION 2. Que por la presente se ordena un desempate para el 8 de diciembre del 2020, con el propósito de elegir un concejal de la ciudad para el Distrito 2 por un periodo completo. Los únicos candidatos para dicho desempate serán los dos candidatos para el Distrito 2 que recibieron el mayor y el segundo mayor número de votos para dicho cargo en la Elección de Oficiales Municipales para la Ciudad realizada el 3 de noviembre del 2020 y sondeo el 4 de noviembre del 2020. De acuerdo con el sondeo oficial de dicha elección, ningún candidato de dicho Distrito 2 recibió la mayoría de los votos emitidos para dicho cargo y el candidato que obtuvo el mayor numero de votos fue el siguiente:

1. Don McBurnett 970 votos
2. Misty Bain 1,014 votos

SECCION 3. El Juez Presidente de elecciones y el juez suplente de elecciones presidenciales designados para servir en el lugar de autorizado de votos y el secretario de votación anticipada (Secretaría de la ciudad) y el secretario adjunto de votación anticipada serán los funcionarios electorales que prestaron servicio en la elección regular el 3 de noviembre del 2020. Un sistema de votación o sistemas que cumplen con los estándares y requisitos del Código Electoral de Texas según enmendado, por la presente se adoptan y aprueban para la votación anticipada en persona, por correo y para la votación el día de las elecciones.

SECCION 4. Toda la ciudad constituirá un distrito electoral para la elección y por la presente se designa a la biblioteca James Collins en Duncanville, Texas 75116, por la presente se designa el lugar de votación para el día de las elecciones. Los oficiales electorales y el número máximo de secretarios para dicho lugar de votación serán determinados por el Juez Presidente de Elecciones.

El día de las elecciones, las urnas estarán abiertas a partir de las 7:00 a.m. hasta las 7:00 p.m.

Por la presente se designa a la Oficina del secretario de la Ciudad en la biblioteca James Collins en Duncanville, Texas 75116, como lugar de votación anticipada. Las solicitudes de boleta por correo serán recibidas y procesadas por la Secretaría de la Ciudad antes de las 5:00 pm el día Noviembre 27, 2020.

El día de votación anticipada para las elecciones de desempate comenzará el Noviembre 23, 2020 y terminará el Diciembre 4, 2020 y las fechas y horas designadas para la votación anticipada en persona en los lugares de votación anticipada serán las que se establecen a continuación:

Fechas	Horario
Noviembre 23 – noviembre 25 (lunes a miércoles)	8 AM a 5 PM
Noviembre 28 (sábado)	8AM a 5 PM
Noviembre 29 (domingo)	1 PM a 6 PM
Noviembre 30 a diciembre 2 (lunes a miércoles)	8 AM a 5 PM
Diciembre 3 a diciembre 4 (jueves a viernes)	7 AM a 7 PM

Para fines de procesar las boletas emitidas en la votación anticipada, los oficiales electorales de la junta de boletas de votación anticipada para esta elección serán al alcalde y la Secretaría de la ciudad.

SECTION 5. El condado de Dallas llevará a cabo la una elección de desempate de acuerdo con un convenio interlocal entre el condado de Dallas y la ciudad de Duncanville y los lugares de votación anticipada en persona para los residentes de Duncanville en el condado de Dallas serán las siguientes:

VC#	LOCATION	Room	ADDRESS	CITY	ZIP
V3200	H BOB DANIEL SR INTERMEDIATE SCHOOL	RM 102	1007 SPRINGWOOD DR	DUNCANVILLE	75137
V3201	ALEXANDER ELEMENTARY SCHOOL	GYM, RM 807	510 SOFTWOOD DR	DUNCANVILLE	75137
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V3207	ARISE CHURCH	SANCTUARY FOYER	201 W CENTER ST	DUNCANVILLE	75116
V3208	CENTRAL ELEM SCHOOL- DUISD	AUDITORIUM, RM 201	302 E FREEMAN ST	DUNCANVILLE	75116

V3209	DUNCANVILLE HS PERFORMANCE HALL	FOYER	900 W CAMP WISDOM RD	DUNCANVILLE	75116
V3211	FAIRMEADOWS ELEM SCHOOL	GYM, RM 701A	101 E FAIRMEADOWS DR	DUNCANVILLE	75116

SECCION 6. A todos los electores calificados residentes de la ciudad se les permitirá votar en dicha elección. Esta elección se llevará a cabo de acuerdo con las disposiciones del Código Electoral de Texas y, según lo requiera la ley, todos los materiales y procedimientos electorales se imprimirán en inglés y español.

SECCION 7. Por la presente se ordena a la Secretaría de la Ciudad haga la notificación de dicha elección se publique al menos una vez, no antes del día 30 ni después del día 15, antes del día de la elección según lo dispuesto en la Sección 4.003 (a) (1) de la Elección de Texas Código; y se publicará en el tablón de anuncios utilizando para publicar avisos de las reuniones del Consejo municipal a más tardar el día 15 antes del día de las elecciones. Se conservará una copia del aviso publicado que contiene el nombre del periódico y la fecha de publicación como registro de dicho aviso, y la persona que publique el aviso hará un registro en el momento de la publicación indicando la fecha y el lugar de publicación de acuerdo con la Sección 4.005 del Código Electoral de Texas.

SECCION 8. Esta resolución tomara efecto inmediatamente después de

DEBIDAMENTE ORDENADO por el Consejo de la Ciudad de Duncanville, Texas el día 17th de noviembre del año 2020.

APROBADO:

Barry L. Gordon - ALCALDE

ATESTIGUÓ:

Kristin Downs - SECRETARIA DEL CIUDAD

APROBADO POR SU CONTENIDO Y FORMA:

Robert E. Hager
Abogado de la ciudad



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Consider a Resolution authorizing the purchase of Traffic Operations Equipment and Supplies from Paradigm Traffic Systems using BuyBoard Cooperative Purchasing Agreement #603-20, in the amount up to \$90,769.00.00.

FY 2020 -2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- ◻ Goal: N/A

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works
Sheila Baker, MPA, CPM, Purchasing Manager

BACKGROUND/HISTORY:

The purchase of traffic equipment and supplies provides for the annual maintenance and replacement program of signalized intersections for the Traffic Operations division.

POLICY EXPLANATION:

Cooperative Purchase - State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids for the purchase of the item. Texas Association School Board (TASB) BuyBoard Contracts are competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

FUNDING SOURCE:

\$90,769.00 is allocated in the FY20-21 General Fund (Traffic Operations) budget for this expenditure.

Contract Log #:

1458

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the purchase of Traffic Operations Equipment, Maintenance, and Supplies from Paradigm Traffic Systems, using BuyBoard Cooperative Purchasing Agreement #603-20, in an amount up to \$90,769.00.

ATTACHMENTS:

[Attachment 1 - Resolution No. 2020-092 - Paradigm Traffic Operations Equipment, Maintenance & Supplies - Pdf](#)

[Attachment 2 - SAMS-Paradigm Traffic Systems-2021](#)

RESOLUTION NO. 2020-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TRAFFIC OPERATIONS EQUIPMENT, MAINTENANCE AND SUPPLIES FROM PARADIGM TRAFFIC SYSTEMS, INC., USING BUYBOARD COOPERATIVE PURCHASING CONTRACT #603-20, IN AN AMOUNT UP TO \$90,769.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Works Traffic Operations divisions purchases traffic signal equipment, maintenance and supplies as a part of their annual maintenance and replacement program for signalized intersections; and

WHEREAS, the City of Duncanville has entered into a Cooperative Purchasing Agreement with the Local Government Purchasing Cooperative, BuyBoard, for products and services; and

WHEREAS, BuyBoard has taken competitive sealed bids have taken bids for Public Safety & Firehouse Supplies & Equipment.; and,

WHEREAS, BuyBoard has awarded Contract #603-20, Renewal #3 for Public Safety & Firehouse Supplies & Equipment to Paradigm Traffic Systems, Inc.; and

WHEREAS, Paradigm Traffic Systems, Inc., has prepared a quote specifically for the City of Duncanville for the requested traffic operations equipment, maintenance and supplies based on the BuyBoard unit bid prices with a repeat customer discount; and

WHEREAS, the City of Duncanville desires to purchase traffic operations equipment, maintenance and supplies from Paradigm Traffic Systems, Inc. through BuyBoard Contract #603-20, for the estimated expenditure amount to \$90,769.00.

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 awards a bid and approves the purchase of traffic operations equipment, maintenance and supplies from Paradigm Traffic Systems, Inc., through Buyboard Contract #603-20, incorporated here within and attached hereto as Exhibit "A", with an expenditure amount of \$90,769.00.

SECTION 2. The City Council of the City of Duncanville, Texas, hereby authorizes the City Manager or his designee to execute the necessary documents.

SECTION 3. That this Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of November, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



EXHIBIT A

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

February 10, 2020

Sent Via Email: estimating@paradigmtraffic.com

Jerry Priester
Paradigm Traffic Systems, Inc
2201 E. Division Street
Arlington, TX 76011

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Public Safety and Firehouse Supplies and Equipment, Proposal No. 603-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 4/1/2020 through 3/31/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 603-20 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement

v.6.5

Page 3 of 3



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

SAM Search Results
List of records matching your search for :
Search Term : Paradigm Traffic Systems*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Consider a Resolution authorizing the purchase of Traffic Operations Equipment, Maintenance, and Supplies from Consolidated Traffic Control, Inc., using the Houston-Galveston Area Council of Governments (HGAC) Cooperative Contract #PE-05-19 (19-00204), in the amount up to \$96,600.00.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E., Director of Public Works
Sheila Baker, MPA, CPM, Purchasing Manager

BACKGROUND/HISTORY:

The purchase of traffic equipment and supplies provides for the annual maintenance and replacement program of signalized intersections for the Traffic Operations division.

POLICY EXPLANATION:

Cooperative Purchase - State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids for the purchase of the item. H-GAC Contracts are competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

The reason why the contract appears as PE-05-19 (19-00204) is because PE-05-19 references the HGAC contract for Traffic Control, Enforcement, and Signal Preemption Equipment and 19-00204 references the actual vendor, Consolidated Traffic Controls, Inc., performing the services under this contract.

FUNDING SOURCE:

\$96,600.00 is allocated in the FY20-21 General Fund (Traffic Operations) budget for this expenditure.

Contract Log #:

1459

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the purchase of Traffic Operations Equipment, Maintenance, and Supplies from Consolidated Traffic Control, Inc., using HGACBuy Cooperative Purchasing Agreement #PE-05-19 (19-00204), in the amount up to \$96,600.00.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2020-093 - Consolidated Traffic Control Traffic Operations Equipment, Maintenance & Supplies - Pdf](#)

[Attachment 2 - SAMS CONSOLIDATED TRAFFIC CONTROLS](#)

RESOLUTION NO. 2020-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TRAFFIC OPERATIONS EQUIPMENT, MAINTENANCE AND SUPPLIES FROM CONSOLIDATED TRAFFIC CONTROL, INC., USING THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) COOPERATIVE CONTRACT #PE-05-19- (19-00204), IN THE AMOUNT UP TO \$96,600.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Traffic Operations divisions purchases traffic signal equipment, maintenance and supplies as a part of their annual maintenance and replacement program for signalized intersections; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the Houston-Galveston Area Council of Governments (HGAC) Cooperative Purchasing Program; and

WHEREAS, the Houston-Galveston Area Council of Governments (HGAC) has taken sealed bids for Traffic Control, Enforcement & Signal Preemption Equipment; and

WHEREAS, the Houston-Galveston Area Council of Governments (HGAC) has awarded Contract #PE-05-19-(19-00204) for Traffic Control, Enforcement & Signal Preemption Equipment to Consolidated Traffic Controls, Inc.; and

WHEREAS, the City of Duncanville desires to purchase traffic operations equipment, maintenance and supplies from Consolidated Traffic Controls, Inc. through the Houston-Galveston Area Council of Governments (HGAC) has awarded Contract #PE-05-19-(19-00204) in the expenditure amount of \$96,600.00.

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 awards a bid and approves the purchase of traffic operations equipment, maintenance and supplies from Consolidated Traffic Controls, Inc., through the Houston-Galveston Area Council of Governments (HGAC) Cooperative Contract #PE-05-19-(19-00204) as set forth in the contract pricing sheet, incorporated here within and attached hereto as Exhibit "A", with an expenditure amount of \$96,600.00.

SECTION 2. That the City Council of the City of Duncanville, Texas, hereby authorizes the City Manager or his designee to execute the necessary documents.

SECTION 3. That this Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of November, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

DocuSign Envelope ID: 9FD2953D-AC4A-410B-ACE2-00C36AB55A5B

EXHIBIT A
H-GAC

Houston-Galveston Area Council

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

Cooperative Agreement - Consolidated Traffic Controls, Inc. - Public Services -
19-00204**GENERAL PROVISIONS**

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Consolidated Traffic Controls, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1016 Enterprise PL, Arlington, TX 76001.

WITNESSETH:

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

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

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

ARTICLE 1: LEGAL AUTHORITY

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

ARTICLE 2: APPLICABLE LAWS

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

ARTICLE 3: INDEPENDENT CONTRACTOR

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

ARTICLE 4: WHOLE AGREEMENT

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

ARTICLE 5: SCOPE OF SERVICES

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

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2019 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

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

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

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

ARTICLE 9: INSURANCE

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

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

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

ARTICLE 11: AUDIT

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

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

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

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

ARTICLE 13: RETENTION OF RECORDS

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

ARTICLE 14: CHANGES AND AMENDMENTS

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

ARTICLE 15: TERMINATION PROCEDURES

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

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

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

- B. *Default*

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

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

ARTICLE 16: SEVERABILITY

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

ARTICLE 17: FORCE MAJEURE

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

ARTICLE 18: CONFLICT OF INTEREST

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

ARTICLE 19: FEDERAL COMPLIANCE

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

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

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

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

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

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

ARTICLE 21: INDEMNIFICATION AND RECOVERY

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

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

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

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

ARTICLE 23: TITLES NOT RESTRICTIVE

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

ARTICLE 24: JOINT WORK PRODUCT

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

ARTICLE 25: DISPUTES

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

ARTICLE 26: CHOICE OF LAW: VENUE

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

ARTICLE 27: ORDER OF PRIORITY

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

DocuSign Envelope ID: 9FD2953D-AC4A-410B-ACE2-00C36AB55A5B EXHIBIT A

SIGNATURES:

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

Consolidated Traffic Controls, Inc.

Signature 
4CFC2158BD244A0...

Name Bryan Jones

Title Senior Vice President

Date 4/23/2019

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 4/17/2019

H-GAC

Houston-Galveston Area Council

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

Cooperative Agreement - Consolidated Traffic Controls, Inc. - Public Services -

19-00204

SPECIAL PROVISIONS

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

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

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

ARTICLE 2: END USER AGREEMENTS ("EUA")

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

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

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

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

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

ARTICLE 4: PARTY LIABILITY

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

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

ARTICLE 5: GOVERNING LAW & VENUE

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

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

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

ARTICLE 7: LIQUIDATED DAMAGES

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

ARTICLE 8: INSURANCE

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

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

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

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

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

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

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

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

ARTICLE 10: CHANGE OF STATUS

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

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

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

DocuSign Envelope ID: 9FD2953D-AC4A-410B-ACE2-00C36AB55A5B

EXHIBIT A

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

SAM Search Results
List of records matching your search for :

Search Term : Consolidated Traffic Controls, Inc*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Consider a Resolution authorizing a Cooperative Purchasing Agreement with Sam Pack's Five Star Ford through The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19 in the expenditure amount of \$97,092.15.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Bryan G. Ramey, P.E., Director of Public Works
Asa Low, Equipment Services Superintendent
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

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

This year, one (1) Ford 1-ton cab/chassis truck, one (1) Ford 1 ½-ton cab/chassis truck and one (1) Ford Taurus are being replaced due to a combination of hours and age. These units include one (1) 2015 Ford F-350 regular cab stake body truck with approximately 85,000 miles, one (1) 2009 Ford F-450 regular cab service body truck with approximately 60,500 miles and one (1) 2014 Ford Taurus with approximately 97,000 miles. These units have reached the age/hours where, historically, more repairs are going to be needed. The 2009 F-450 has been pushed back five years on the Fleet Rotation Schedule. The 2014 Ford Taurus was pushed back two years on the schedule. The trucks are being replaced with like vehicles. The Taurus is being replaced with a Ford Explorer. During the FY20-21 budget process, the City Council allocated \$132,889.00 toward the replacement of the identified equipment. The City currently uses a Fleet Replacement Fund to pay for vehicle and equipment replacement.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for the purchase of the item. Texas Association School Board (TASB) Buyboard contracts are competitively

bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

\$132,889.00 is available in the Fleet Rotation Fund budget for this expenditure.

Contract Log #:

1461

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing A Cooperative Purchasing Agreement with Sam Pack's Five Star Ford through The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19 in the expenditure amount of \$97,092.15.

ATTACHMENTS:

[Attachment 1 - EXPLORER -- DUNCANVILLE 116 K7B CARBOMIZED GRAY 11-04-20](#)

[Attachment 2 - F-350 -- DUNCANVILLE 128 F3G DRW 10-30-20](#)

[Attachment 3 - F-450 -- CITY OF DUNCANVILLE F4G 129 84CA CHASSIS 11-02-20](#)

[Attachment 4- Resolution 2020-096 - Pdf](#)

[Sam Pack's Five Star Ford - 601-19-AWARD](#)

[SAMS-SAM PACK FORD LTD-2021](#)

ATTACHMENT 1

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner

Contract Name:BuyBoard 601-19

End User: CITY OF DUNCANVILLE

Sam Pack's Rep: JORGE GUERRA

Contact: ASA LOW

Date: 11/4/2020

Contact TN/Email ALOW@DUNCANVILLE.COM

Phone # 972-780-5062

Product Description:	NEW FORD EXPLORER
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Interior and
Exterior Color
Code

CARNOB GRAY

A. Bid Line # 116

Base Price:

\$ 24,719.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
44T	AUTO TRANS	INCLUDED			
	A/C	INCLUDED			
	SYNC SYSTEM BLUE TOOTH	INCLUDED			
	2YR STATE INSPECTION	INCLUDED			
99H	2.3L ECO BOOST	INCLUDED			
	POWER GROUP	INCLUDED			
	CRUISE CONTROL	INCLUDED			
M7	CARBONIZED GRAY	INCLUDED			
7N	SAND STONE CLOTH	INCLUDED			

Total of B. - Published Options	\$ -
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C. Dealer Published Options

[illegible]

Total of C. - Dealer Published Options	\$ -
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D. Off Menu Options

[illegible]

Off Menu Options limited to 25% of Published Price	Current %	2.23%	Total of D. - Off Menu Options	\$550.00
Delivery Charges	45 Miles @	\$1.49/mile		\$ 67.05
Floorplan Expense	0 Days		\$3.81 Per Diem	\$ -
Lot Insurance Expense	0 Days		\$3.81 Per Diem	\$ -
Manufacturer Delivery Fee				\$ 1,695.00
			Total Each	\$ 27,031.05
Quantity Ordered	1	X F =		\$ 27,031.05
Administrative Fee				\$ 400.00
Trade In Allowance - Non-Equipment debits and credits				\$ -
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$27,431.05

ATTACHMENT 2

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner

Contract Name:BuyBoard 601-19

End User: CITY OF DUNCANVILLE

Sam Pack's Rep: JORGE GUERRA

Contact: ASA LOW

Date: 10/30/2020

Contact TN/Email ALOW@DUNCANVILLE.COM

Phone # 972-780-5062

Product Description:	NEW FORD F350 REGULAR CAB DRW
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Interior and
Exterior Color
Code

WHITE

A. Bid Line # LINE 128

Base Price:

\$ 20,479.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
44G	AUTO TRANS	INCLUDED	872	REAR VIEW CAMERA PREP PKG	\$ 415.00
	A/C	INCLUDED	18B	RUNNING BOARDS	\$ 445.00
	SYNC SYSTEM BLUE TOOTH	INCLUDED	52B	BRAKE CONTROLLER	\$270.00
	2YR STATE INSPECTION	INCLUDED	76C	BACK UP ALARM	\$140.00
	6.2L V8 GAS	INCLUDED	18A	UPFITTER INTERFACE MODULE	\$ 295.00
90L	POWER GROUP	\$ 915.00		EXTRA KEY AND FOB	\$ 275.00
525	CRUISE CONTROL	\$ 235.00			
169	84 CA 169 WHEEL BASE	\$ 175.00			
F3G	DUAL REARWHEEL	\$ 1,250.00			
512	SPARE TIRE & JACK	\$ 350.00			
Z1	WHITE	INCLUDED			
AS	VINYL INTERIOR	INCLUDED			

Total of B. - Published Options	\$ 4,765.00
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C. Dealer Published Options

[illegible]

Total of C. - Dealer Published Options	\$	-
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D. Off Menu Options

[illegible]

Off Menu Options limited to 25% of Published Price	Current %	0.00%	Total of D. - Off Menu Options	\$0.00
Delivery Charges	45 Miles @ \$1.49/mile			\$ 67.05
Floorplan Expense	0 Days		\$3.80 Per Diem	\$ -
Lot Insurance Expense	0 Days		\$3.80 Per Diem	\$ -
Manufacturer Delivery Fee				\$ 1,695.00
			Total Each	\$ 27,006.05
Quantity Ordered 1 X F =				\$ 27,006.05
Administrative Fee				\$ 400.00
Trade In Allowance - Non-Equipment debits and credits				\$ -
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$27,406.05

RESOLUTION NO. 2020-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A BID AND APPROVES THE PROCUREMENT OF (1) F-350, (1) FORD SEDAN, AND (1) F-450 MEDIUM DUTY TRUCKS FROM SAM PACK'S FIVE STAR FORD LTD. USING THE (BUYBOARD) CONTRACT #601-19; IN AN AMOUNT UP TO \$97,092.15 PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet vehicles for citywide operations; and

WHEREAS, the City of Duncanville has entered into a Purchasing Agreement with Sam Pack's Five Star Ford LTD using BuyBoard Contract #601-19 for products and services; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) is a competitively bid for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor; and

WHEREAS, a contract was awarded to Sam Pack's Five Star Ford LTD.

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 awards a bid and approves the procurement of (1) F-350, (1) Ford Sedan, and (1) F-450 medium duty trucks from Sam Pack's Five Star Ford LTD using The Local Government Purchasing Cooperative (BuyBoard) Contract #601-19 in the expenditure amount of up to \$97,092.15.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary contracts, 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 17th day of November, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: bidtx@spford.com

Alan Rosner
Sam Pack's Five Star Ford
1635 IH 35E
Carrollton, TX 75006

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

SAM Search Results
List of records matching your search for :

Search Term : Sam Pack's Five Star Ford, Ltd.*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Consider a Resolution approving the terms and conditions of a Gateway Monument Agreement with the State of Texas Department of Transportation (TXDOT) to allow the City to construct and maintain proposed gateway monuments within TXDOT right-of-way, along the US Highway 67 corridor, from eastside Cockrell Hill Road to Wintergreen Road.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

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

Jacqueline R. Culton, P.E., Assistant Director of Public Works

Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

In order to relieve traffic congestion and provide better mobility for southern Dallas County, the State of Texas Department of Transportation (TXDOT) is widening a six-mile length of U.S. Highway 67 from Belt Line Road in Cedar Hill through Duncanville to Interstate Highway I-20. Construction of the highway improvements is slated for completion in the timeframe of January 2021.

The highway construction project does not include landscaping and irrigation improvements. However, TXDOT implemented a Green Ribbon Grant program to fund innovative landscaping enhancements along Texas roadways. Gateway monuments and other hardscape elements are not eligible for Green Ribbon Grants.

In order to ensure an aesthetically pleasing Highway 67 corridor within the city and to participate in TXDOT's Green Ribbon Grant program, the City of Duncanville contracted with Pacheco Koch, LLC, to develop a Landscape Corridor Design Plan for the U. S. Highway 67 corridor. The design concept plan formed the basis for the City's Green Ribbon Grant application submissions to TXDOT and helped to ensure the City was competitive when applying for Green Ribbon Grants. On September 6, 2017, the City of Duncanville and the City of Cedar Hill jointly received \$486,000 in Green Ribbon Grant funds for landscape and irrigation improvements to be constructed at the intersection of U.S. Highway 67 and Wintergreen Road. Duncanville's improvements will be located on the northbound side of U.S. Highway 67, just northeast of the intersection of U.S. Highway 67 and Wintergreen Road. On July 31, 2019, the City received an additional Green Ribbon Grant in the amount of \$1,000,000 for landscaping and irrigation improvements extending just north of the intersection of U.S. Highway 67 and Cockrell Hill Road.

Pacheco Koch, LLC, was also selected by the City to design detailed landscape and hardscape improvements for the U.S. Highway 67 corridor. The landscape and hardscape design plans have been completed and submitted to TXDOT with approval of 100% plans expected in November 2020.

The U.S. Highway 67 Green Ribbon Landscaping project is scheduled to be bid in January 2021, with construction of landscaping and irrigation improvements scheduled to start by spring 2021. Funding for construction of Duncanville's two gateway monuments to be located at the: (1) northeast of the intersection of U.S. Highway 67 and Wintergreen Road; and, (2) northeast of the intersection of U.S. Highway 67 and Cockrell Hill Road, is included in the City's General Fund, One Time Fund, in Fiscal Year 2020-2021. Construction of the monuments will be concurrent with construction of the landscaping and irrigation improvements.

TXDOT has requested the City of Duncanville approve the attached Gateway Monument Agreement. Within the Agreement, the State agrees to allow the City to construct gateway monuments within the State's right-of-way and the City agrees to construct the monuments and to provide long-term maintenance of the monuments. The City is responsible for all monument costs including design, engineering, testing, construction, installation, access for maintenance, maintenance, labor, materials, supplies, traffic control, additional improvements, and if required in the future by TXDOT, removal of the gateway monument(s). The monuments must be designed in accordance with TXDOT's requirements and design plans must be approved by TXDOT before construction. The Agreement becomes effective when finally executed by the State and shall continue until terminated.

The attached agreement has been reviewed and approved as to form by the City Attorney.

POLICY EXPLANATION:

City Council approval is required to effectuate the TXDOT Gateway Monument Agreement.

FUNDING SOURCE:

NA

Contract Log #:

1411

RECOMMENDATION:

Approval of a Resolution approving the terms and conditions of a Gateway Monument Agreement with the State of Texas Department of Transportation (TXDOT) to allow the City to construct and maintain proposed gateway monuments within TXDOT right-of-way, along the US Highway 67 corridor, from Cockrell Hill Road to Wintergreen Road.

ATTACHMENTS:

[Attachment 1 - Resolution No. 2020-062 Gateway - with Exhibit A](#)

RESOLUTION NO. 2020-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A GATEWAY MONUMENT AGREEMENT BY AND BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF DUNCANVILLE, TEXAS TO CONSTRUCT THE MONUMENTS AND TO CONDUCT THE LONG TERM MAINTENANCE OF STRUCTURES LOCATED AT US 67 EASTSIDE FROM COCKRELL HILL ROAD TO WINTERGREEN ROAD, SPECIFICALLY DESCRIBED IN THE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to construct a Gateway Monument northeast of the intersection of US 67 and Wintergreen Road and northeast of the intersection of US 67 and Cockrell Hill Road; and

WHEREAS, the locations where the monuments will be constructed is State of Texas right-of-way; and

WHEREAS, the City desires to enter into an agreement with the Texas Department of Transportation for the long-term maintenance of such structures; and

WHEREAS, the City has determined that entering into this Agreement with the Texas Department of Transportation will benefit the City and the City's inhabitants by promoting the general health, safety and welfare of the entire City; 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 hereby authorizes, approves, and accepts the terms and conditions of the Gateway Monument Agreement by and between the Texas Department of Transportation and the City of Duncanville, Texas to construct the monument and to conduct the long-term maintenance of such structures located at US-67 eastside from Cockrell Hill Road to Wintergreen Road, more specifically described in the Exhibit "A" which is attached hereto and incorporated herein.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of November, 2020

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

Contract No. 18-0XXF6002

GATEWAY MONUMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the **City of Duncanville**, acting through its duly authorized officials, as evidenced by Resolution or Ordinance Number _____, dated _____, hereinafter called the "Local Entity".

BACKGROUND

The State owns and maintains a system of highways, including **US 67 in Dallas County, Texas**, for public use and benefit. The State agrees to allow for the construction of a Gateway Monument within the State's right of way and the Local Entity agrees to construct the Monument and to conduct the long term maintenance for this structure located **at US 67 from Cockrell Hill Road to Wintergreen Road**, referred to as the "Gateway Monument," more specifically described in **Attachment "A,"** Project Map, which is attached hereto. The Local Entity will conduct the Monument's long term maintenance activities through the use of Local Entity forces, contractors, or other means satisfactory to the Local Entity and the State.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following.

A G R E E M E N T

SECTION 1. PERIOD OF THE AGREEMENT

This Agreement becomes effective when finally executed by the State and shall continue unless or until otherwise terminated as provided by this agreement.

SECTION 2. FINANCIAL RESPONSIBILITIES

All costs covered by this agreement including design, engineering, testing, construction, installation, access for maintenance, maintenance, labor, materials, supplies, traffic control, additional improvements, and if required, removal of the Gateway Monument, shall be the responsibility of the Local Entity.

Any administrative costs associated with the Gateway Monument that are incurred by the State, such as those related to proposal review, as well as developing, issuing, and monitoring the Agreement for approved the Gateway Monument project shall be the responsibility of the State.

Page 3 of 24

Interlocal Gateway Monument

1 of 7

05/31/2017

EXHIBIT A

Contract No. 18-0XXF6002

SECTION 3. RESPONSIBILITY OF THE PARTIES**A. The Local Entity agrees to:**

1. Provide Gateway Monument design plans to the State before execution of this agreement according to State policy and, upon final approval, furnish and construct the Gateway Monument according to plans approved by the State, which are set out more specifically in **Attachment "B,"** Local Entity's Final Gateway Monument Proposal, which is attached to this Agreement, and include any other related installation items that may be required; and
2. Furnish, erect, and maintain any barricades, signs and traffic control devices, in accordance with the latest Texas Manual of Uniform Traffic Control Devices (MUTCD) and to the satisfaction of the State related to this project, as may be required to protect the safety of the public; and
3. Conduct periodic inspections of the Gateway Monument as deemed necessary; and
4. Provide for the construction and maintenance of all associated appurtenances that are considered by the State to be a part of the project. The Local Entity further agrees to remove such items from the project's location and restore the area to the satisfaction of the State upon termination of this Agreement in accordance with Section 9.

B. The State agrees to:

1. Review and evaluate the Gateway Monument proposal submitted by the Local Entity with due consideration to safety (location, potential for motorist distraction, accessibility for maintenance, etc.), aesthetics, community support and maintainability; and
2. Coordinate with other State Divisions, as appropriate, as well as interact with the Federal Highway Administration (FHWA) for input, review and approval; and
3. Cooperate with the Local Entity to determine the requirements for barricades, signs, and traffic control devices to be used by the Local Entity during the construction and maintenance of the Gateway Monument; and
4. Provide maintenance access to the project location for the Local Entity or for its Contractor or group, and if possible, from outside the highway right of way; and
5. Conduct periodic inspections of the Gateway Monument as deemed necessary.

C. The Local Entity and State further agree that nothing contained in this Agreement will be construed to:

1. Give either party the power to direct and control the day-to-day activities of the other; or
2. Constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
3. Give ownership to the area depicted in Attachment A

EXHIBIT A

Contract No. 18-0XXF6002

SECTION 4. DESIGN AND PLACEMENT OF GATEWAY MONUMENTS

A. Gateway Monuments shall be designed and placed so as to:

1. Be freestanding.
2. Feature only the letters of the community name and/or officially adopted branding logo.
3. Include, if required by the State, approved protective graffiti coatings.
4. Be appropriate to its proposed setting and community context.
5. Be in proper size and scale with its surroundings.
6. Be composed of materials that are durable for the projected life span of the project.
7. Be located beyond the clear zone, for both main lane traffic and frontage road traffic.
8. Be located where maintenance can be safely performed, as specified in this Agreement, and in conformance with State procedures.
9. Be subject to the review and approval of the State in consideration of design, size, and scale for appropriate integration on urban or rural highway features.

B. Gateway Monuments shall not:

1. Be allowed within the center median areas of interstate highway rights-of-way.
2. Contain religious, political, special interest, private, or commercial messages of any sort, including, but not limited to, symbols, logos, business names, trade names, jingles, or slogans.
3. Contain any displays of any sort, advertising, decorative banners, flags, or flag poles.
4. Display telephone numbers, street addresses, or Internet addresses.
5. Interfere with airspace above the roadway.
6. Create a distraction to the motoring public; for example, the Gateway Monument shall be large enough to interpret at highway speed, but not be so large that it demands attention from the motorist.
7. Include reflective or glaring surface finishes.
8. Include illumination that impairs or distracts the vision of transportation system users. Other lighting may be permitted.
9. Display blinking or intermittent or moving lights, including changeable message signs, digital displays, or lighted static displays such as LED.
10. Include moving elements (kinetic art) or simulate movement.
11. Include water features of any sort.
12. Interfere with official traffic control devices, nor interfere with the operational right-of-way adjacent and/or above the roadway.
13. Be placed within State right-of-way upon trees, or painted or drawn upon rocks or other existing natural features.
14. Make use of or simulate colors or combinations of colors usually reserved for official traffic control devices described in the Texas Manual on Uniform Traffic Control Devices.
15. Require the removal of trees or other vegetation for visibility, or harm trees during construction. Pruning of tree branches or roots, and removal of shrubs should be avoided.
16. Negatively impact existing highway features, including existing signs, irrigation systems, necessary drainage patterns, and facilities.

Page 5 of 24

Interlocal Gateway Monument

3 of 7

05/31/2017

EXHIBIT A

Contract No. 18-0XXF6002

SECTION 5. MAINTENANCE

The Local Entity shall provide regularly scheduled maintenance, as described in **Attachment "B,"** the Local Entity's Final Gateway Monument Proposal, for its projected lifespan. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the approved Gateway Monument, maintenance of any associated landscaping or lighting, and graffiti removal. Gateway Monuments shall be kept clean, free of graffiti, and in good repair. Graffiti removal shall conform to the most current State policies and guidelines, which require prompt removal of offensive messages and timely removal of all other graffiti. Maintenance practices of the Local Entity or its agent shall protect air and water quality as required by federal and state law.

SECTION 6. MONUMENT REMOVAL

The Local Entity shall remove the Gateway Monument covered by this agreement, if in the opinion of the State, it creates safety or operational concerns due to deterioration or inadequate maintenance or upon termination of the main Gateway Monument Agreement. The State will notify the Local Entity when it has determined that the Gateway Monument requires special attention. In the event the Local Entity fails to maintain, repair, rehabilitate, or remove the Gateway Monument in a timely manner, the State may choose to remove the Gateway Monument after thirty (30) days following notification to the Local Entity, and bill the Local Entity for all costs of removal and restoration of the area.

The State reserves the right to remove the Gateway Monument due to construction, rehabilitation, violation of the terms of this agreement, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of the Local Entity. The State will strive to notify the Local Entity of its intent to remove the Gateway Monument to allow for timely removal and salvage by the Local Entity, if possible.

The State reserves the right to remove or alter any Gateway Monument that presents an immediate safety hazard to the public without delay or advanced notification to the Local Entity.

SECTION 7. USE OF CONTRACTOR OR GROUP

The Local Entity shall have the right to engage any responsible Contractor or group to perform or provide any portion of the Local Entity's Gateway Monument activities specified in this Agreement. However, notwithstanding this provision, the Local Entity shall continue to remain responsible to the State to ensure performance of all its duties and responsibilities specified in this Agreement. The Local Entity shall ensure that any Contractor or group complies with all provisions of this agreement, and federal, state, and local laws, and regulations as may be applicable.

In the event the Local Entity engages a Contractor to perform Gateway Monument construction or maintenance activities under this Agreement, the Local Entity shall ensure that said Contractor shall indemnify the State for any and all damages and claims for damages by said Contractor, its employees, agents, or representatives, including any claims resulting from bodily injury or death to others, or, for loss of or damage to property of others, arising out of,

EXHIBIT A

Contract No. 18-0XXF6002

incident to, or in any manner connected to Gateway Monument construction or maintenance activities, and, for any or all liability arising from the negligent acts of said Contractor, its employees, agents, or representatives.

In the event the Local Entity engages and approves a responsible group to perform Gateway Monument construction or maintenance activities under this Agreement, the Local Entity shall require and ensure that said Contractor or group follow all the terms of this Agreement as well as all Attachments.

SECTION 8. INDEMNIFICATION

The Local Entity and the State each acknowledge responsibility for the acts, deeds, errors and omissions of its own employees. The parties agree that the Texas Tort Claims Act pertaining to governmental liability for tortious conduct and/or property damage shall apply to this Agreement to the extent permitted by law.

The Local Entity shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees, which may be incurred by the State in litigation or otherwise resisting a claim or liabilities that may be imposed on the State as a result of error, omission, or act of the Local Entity, its agents, or its employees.

SECTION 9. TERMINATION

This Agreement may be terminated under any of the following conditions:

- A. By mutual written agreement and consent of both parties; or
- B. By either party upon giving the other party thirty (30) days prior written notice; or
- C. By the State, in the event the State determines that the Gateway Monument is not in the best interest of the traveling public.

If either party terminates this Agreement, as provided herein, the Local Entity will be responsible for repair or removal of the Gateway Monument. In the event that the Local Entity does not provide the repair or removal services, the State may remove or repair the Gateway Monument and shall be entitled to reimbursement from the Local Entity for any reasonable costs incurred by the State to restore the State's right of way to its original condition.

SECTION 10. AMENDMENTS

Amendments to this Agreement shall be in writing and shall be executed by both parties.

SECTION 11. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this

EXHIBIT A

Contract No. 18-0XXF6002

contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

SECTION 12. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 7, the Local Entity shall not assign or otherwise transfer its rights and obligations under this Agreement except with prior written consent of the State, and any prohibited assignment or transfer shall be null and void.

SECTION 13. REMEDIES

This Agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

SECTION 14. INSURANCE

If this agreement authorizes the Local Entity or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on the State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

SECTION 15. NOTICES

All notices to either party by the other under this Agreement shall be delivered personally or sent by U.S. mail, postage prepaid, addressed to such party at the following addresses:

STATE:	LOCAL ENTITY:
Texas Department of Transportation Attn: Dallas District Engineer 4777 E. Highway 80 Mesquite, TX 75150	City of Duncanville Attn: City Manager 203 E. Wheatland Road Duncanville, Texas 75116

SECTION 16. GRATUITIES

Texas Transportation Commission policy mandates that employees of the State shall not accept any benefits, gifts, or favors from any person doing business or who reasonably speaking may do business with the State under this Agreement. Any person doing business with or who may reasonably speaking do business with the State under this Agreement may

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Interlocal Gateway Monument

6 of 7

05/31/2017

EXHIBIT A

Contract No. 18-0XXF6002

not make any offer of benefits, gifts or favors to State employees. Failure on the part of the Local Entity to adhere to this policy may result in the termination of this Agreement.

SECTION 17. INCORPORATION OF PROVISIONS

Attachments "A" and "B" are made part of this contract. The parties shall comply with the provisions of Attachments "A" and "B" as if they were set forth in full within the body of this contract.

SECTION 18. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL ENTITY

By: _____
Paul Frederiksen
Interim City Manager
City of Duncanville

Date: _____

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by The Texas Transportation Commission.

By:

Mohamed K, Bur, P.E.
District Engineer
Dallas District
Texas Department of Transportation

Date: _____

List of Attachments:

"A" – Project Map for Gateway Monument

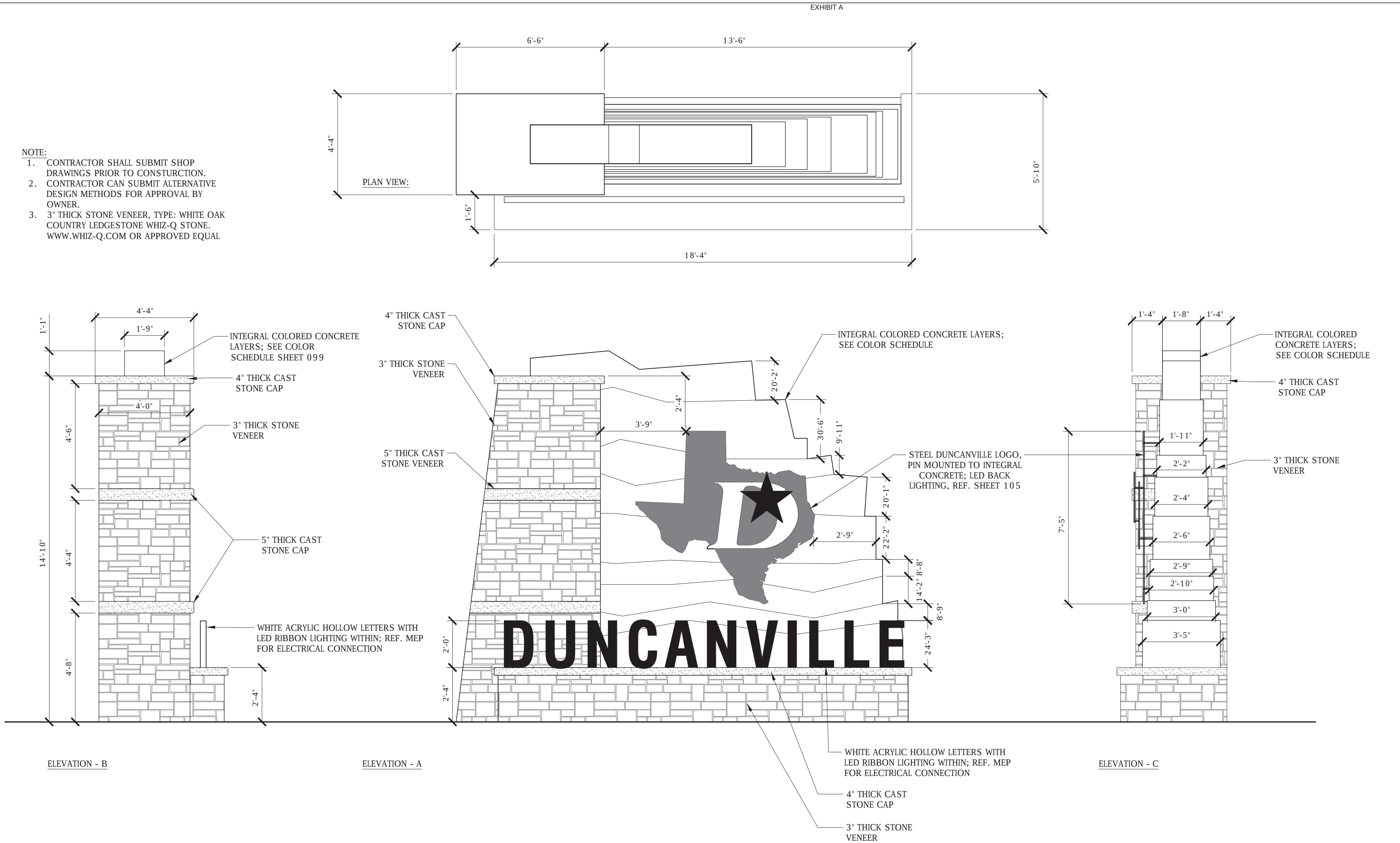
"B" - Local Entity's Final Gateway Monument Proposal

EXHIBIT A

Contract No. 18-0XXF6002

Attachment A
Project Map for Gateway Monument





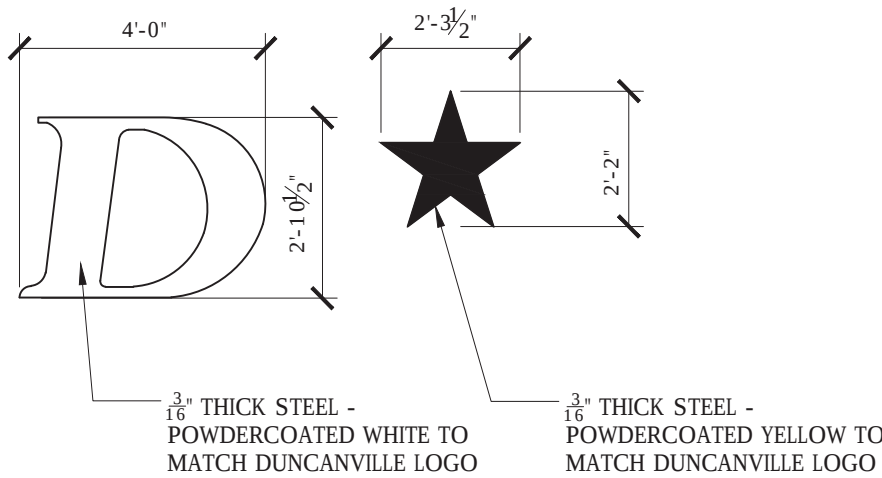
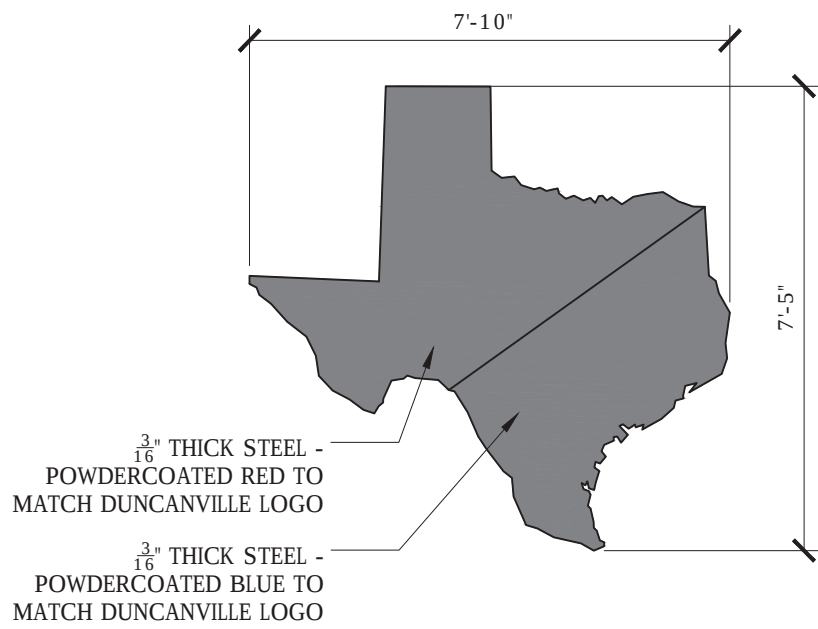
1 ICON MONUMENT

3/8" = 1'-0"

NOTE:
CONTRACTOR SHALL
SUBMIT SHOP DRAWINGS



ASSEMBLED LOGO



2 DUNCANVILLE LOGO

3/8" = 1'-0"



Pacheco Koch 4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109 817.412.7155
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193824

©2019
Texas Department of Transportation

ICON MONUMENT DETAILS

VOLUME 3

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	XX-XXX-XXX		098
STATE	DISTRICT	COUNTY	
TEXAS	DAL	DALLAS	
CONTROL	SECTION	JOB	HIGHWAY NO.
0261	02	080	US 67

JUNE 2020

INTEGRAL COLOR: SCOFIELD
OR APPROVED EQUAL
① BARCELONA BROWN
② SOMBRERO BUFF
③ FRENCH GRAY
④ GRAY STONE

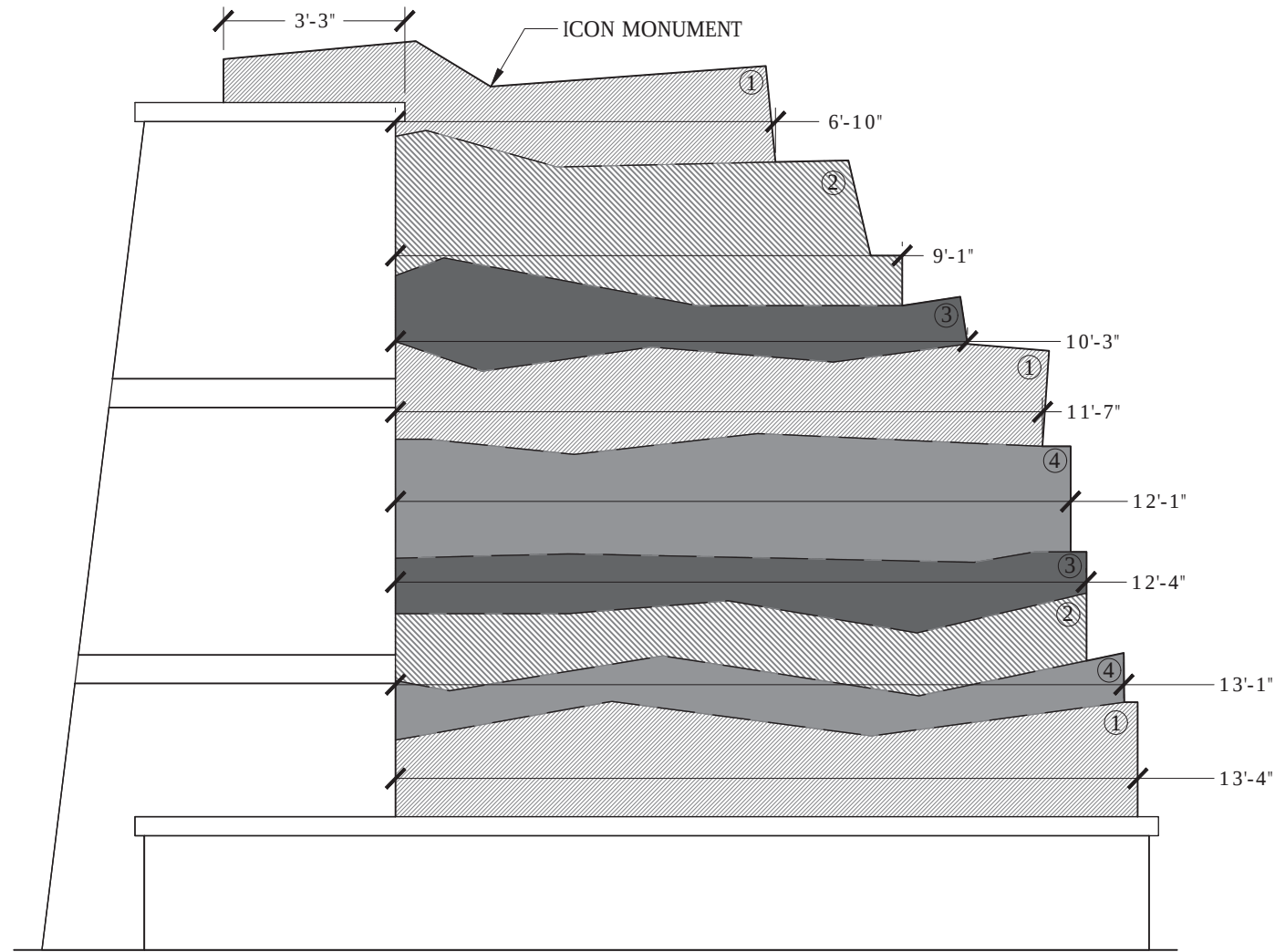
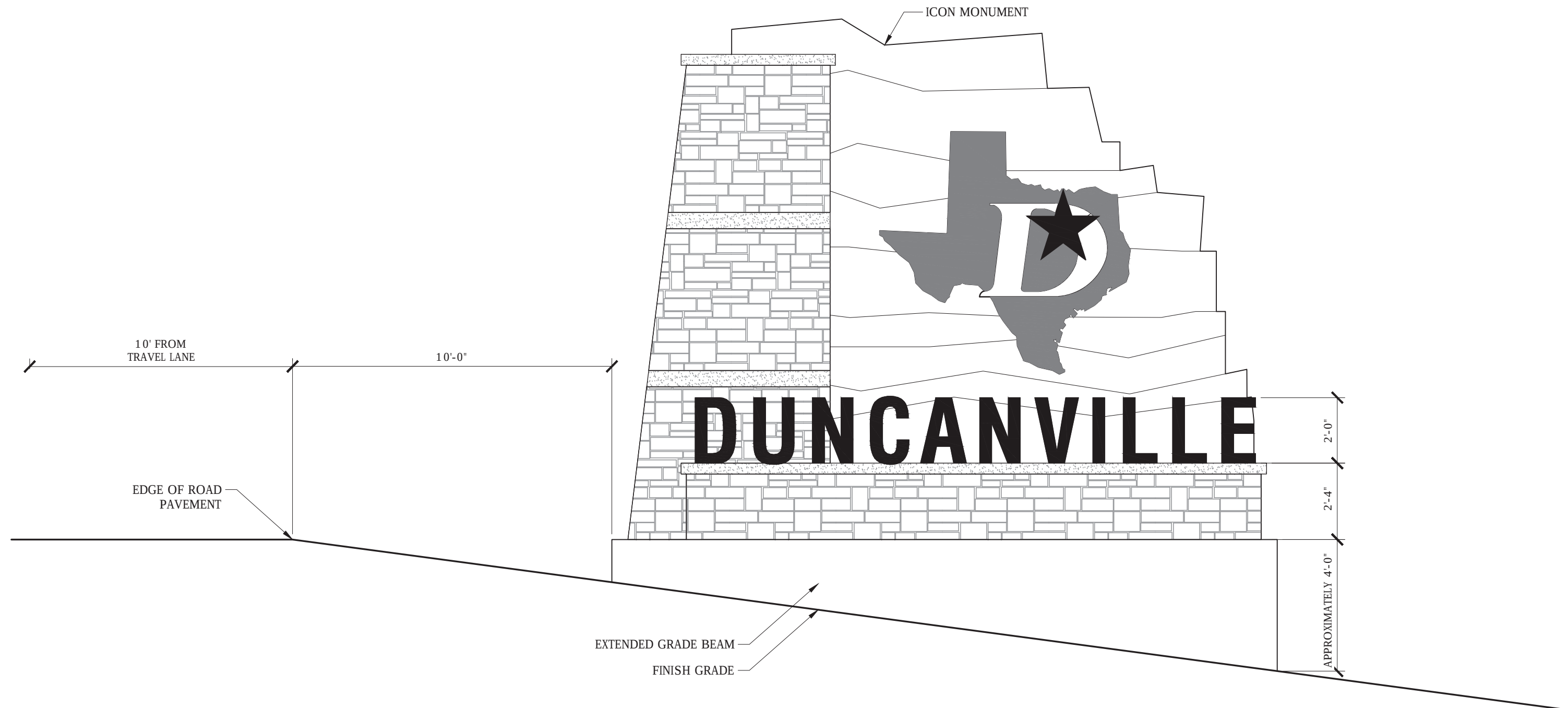


EXHIBIT A



1

ICON MONUMENT - INTEGRAL CONCRETE

3/8" = 1'-0"

2

ICON MONUMENT - GRADE BEAM EXTENSION - WINTERGREEN

3/8" = 1'-0"



3

ICON MONUMENT - GRADE BEAM EXTENSION - COCKRELL HILL

3/8" = 1'-0"



Pacheco Koch 4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109 817.412.7155
TX REG. ENGINEERING FIRM F-14439
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ICON MONUMENT DETAILS

VOLUME 3

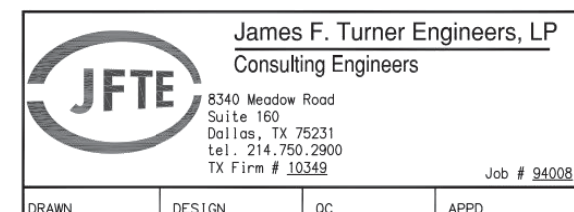
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	XX-XXX-XXX		099
STATE	DISTRICT	COUNTY	
TEXAS	DAL	DALLAS	
CONTROL	SECTION	JOB	HIGHWAY NO.
0261	02	080	US 67

JUNE 2020



NOTES:

1. REFER TO FOUNDATION PLAN FOR TOP OF PIER ELEVATIONS.
2. PROVIDE #3 TIES AT 4" OC VERTICALLY AROUND ANCHOR BOLTS.
3. BEGIN FIRST TIE 2" BELOW TOP OF PIER.
4. LENGTH OF PIER AS SHOWN SHALL BE FIELD VERIFIED.



VOLUME 3

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	00-000-000		100
STATE	DISTRICT	COUNTY	
TEXAS	DAL	DALLAS	
CONTROL	SECTION	JOB	HIGHWAY NO
0261	02	080	US 67

ABBREVIATIONS

AB	ANCHOR BOLT
ACI	AMERICAN CONCRETE INSTITUTE
AFF	ABOVE FINISHED FLOOR
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AISI	AMERICAN IRON AND STEEL INSTITUTE
ARCH	ARCHITECTURAL
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWS	AMERICAN WELDING SOCIETY
BFF	BELOW FINISHED FLOOR
BFG	BELOW FINISHED GRADE
BL	BLOCK LINTEL
BLDG	BUILDING
BM	BEAM
BN	BOUNDARY NAILING
BO	BOTTOM OF
BOD	BOTTOM OF DECK
BOF	BOTTOM OF FOOTING
BOM	BOTTOM OF MASONRY
BOS	BOTTOM OF STEEL
BOT	BOTTOM
BRG	BEARING
CEN	CONTINUOUS EDGE NAILING
CFMF	COLD FORMED METAL FRAMING
CJ	CONTROL JOINT
CL	CENTERLINE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
COND	CONDENSER UNIT
CONST	CONSTRUCTION
CONT	CONTINUOUS
DBL	DOUBLE
DEN	DISCONTINUOUS EDGE NAILING
DIA	DIAMETER
EA	EACH
EDC	ELECTRICAL DISTRIBUTION CENTER
EF	EXHAUST FAN
EIFS	EXTERIOR INSULATION AND FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL
EOR	ENGINEER OF RECORD
EQ	EQUAL
ETR	EXISTING TO REMAIN
EW	EACH WAY
FDN	FOUNDATION
FF	FINISHED FLOOR
FN	FIELD NAILING
FOA	FACE OF ANGLE
FS	FAR SIDE
FTG	FOOTING
FV	FIELD VERIFY
GA	GAGE
GC	GENERAL CONTRACTOR
GYP	GYPSUM BOARD
H	HEIGHT
HORIZ	HORIZONTAL
HSA	HEADED STUD ANCHOR
HSS	HOLLOW STRUCTURAL SHAPE
INFO	INFORMATION
ISO	ISOLATION
JBE	JOIST BEARING ELEVATION
JST	JOIST
JT	JOINT
KSI	KIPS PER SQUARE INCH
L	LENGTH
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LONG	LONGITUDINAL
MAX	MAXIMUM
MECH	MECHANICAL
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MNO	MASONRY OPENING
MTL	METAL
NBPS	NOT BY PRECAST SUPPLIER
NIC	NOT IN CONTRACT
NO	NUMBER
NS	NEAR SIDE
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OH	OPPOSITE HAND
OPP	OPPOSITE
OSL	OUTSTANDING LEG
PAF	POWER ACTUATED FASTENER
PC	PRECAST
PCF	POUNDS PER CUBIC FOOT
PL	PLATE
PLF	POUNDS PER LINEAR FOOT
PLUMB	PLUMBING
PMEJ	PREMOLDED EXPANSION JOINT
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
QTY	QUANTITY
RACK	REFRIGERATION RACK
REF	REFER TO
REINF	REINFORCING
REQD	REQUIRED
REV	REVERSE
RTU	ROUGH OPENING
SCHED	SCHEDULE
SDI	STEEL DECK INSTITUTE
SM	SIMILAR
SJ	STEEL JOIST INSTITUTE
SP	SPACES
SPECS	SPECIFICATIONS
SQ	SQUARE
STRUC	STRUCTURAL
T&B	TOP AND BOTTOM
THK	THICKNESS
TO	TOP OF
TOC	TOP OF CONCRETE
TOP	TOP OF FOOTING
TOGB	TOP OF GRADE BEAM
TOM	TOP OF MASONRY
TOS	TOP OF STEEL
TOW	TOP OF WALL
TRANS	TRANSVERSE
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
W	WIDTH
WP	WORK POINT

DESIGN DATA

1. BUILDING CODE
A. BUILDING CODE 2015 IBC
2. LATERAL LOADS
A. WIND LOADS
1. BASIC WIND SPEED (3-SECOND GUST) — ULTIMATE WIND SPEED 115 MPH
— SERVICE WIND SPEED 90 MPH
2. RISK CATEGORY I
3. WIND EXPOSURE CATEGORY C
- B. DESIGN WIND PRESSURES (SERVICE)
(LOADS ALREADY INCLUDE 0.6 LOAD COMBINATION FACTOR IN ASCE 7-10, SECTION 2.4.1)
1. FREESTANDING WALLS 16.2 PSF

EARTHWORK AND FOUNDATIONS:

1. THE FOUNDATION DESIGN IS BASED ON A SUBSURFACE EXPLORATION AND REPORT BY CMJ ENGINEERING DATED FEBRUARY 27, 2019 REPORT No. 2182-19-12.
2. THE EARTHWORK AND FOUNDATION NOTES CONTAINED HERE ARE INTENDED TO PROVIDE A SUMMARY OF THE RECOMMENDATIONS MADE IN THE GEOTECHNICAL REPORT. CONTRACTOR SHALL READ AND BE THOROUGHLY FAMILIAR WITH ALL RECOMMENDATIONS OF THE REPORT. OMISSIONS OR RESTATMENTS DO NOT RELIEVE THE CONTRACTOR FROM FULL COMPLIANCE WITH THE REPORT.
3. FOUNDATIONS SHALL BE DRILLED STRAIGHT SHAFT PIERS FOUNDED APPROXIMATELY 17 FEET BELOW EXISTING OR BELOW FINAL GRADE (WHICH EVER IS DEEPER) AND BEAR IN GRAY LIMESTONE. ALLOWABLE END BEARING PRESSURE IS 40 KSF TOTAL LOAD WITH ALLOWABLE SKIN FRICTION OF 6.5 KSF FOR COMPRESSIVE LOADS AND 4.5KSF FOR TENSILE LOADS.
4. EXTERIOR FOOTINGS SHALL BEAR AT OR BELOW MINIMUM BEARING DEPTH. MINIMUM BEARING DEPTH IS 24 INCHES BELOW ADJACENT FINISHED GRADE OR FROST DEPTH OF 12 INCHES BELOW ADJACENT FINISHED GRADE, WHICHEVER IS GREATER. THICKENED SLAB EDGES FOR STOOPS, CANOPIES, ETC. SHALL BE 16 INCHES (UNO).
5. TEMPORARY CASING MAY BE REQUIRED FOR PIERS. PROVIDE A UNIT COST PER FOOT FOR EACH CASING SIZE.
6. STANDARD PROCEDURES OF PROST PROTECTION FOR FOUNDATIONS AND EXCAVATIONS SHALL BE EMPLOYED FOR WINTER CONSTRUCTION. BACKFILLING OF EXCAVATIONS SHALL BE DONE AS SOON AS POSSIBLE TO PROTECT FOUNDATIONS FROM FROST.
7. THE PIER LENGTH NOTED ON THE DRAWINGS IS FOR ESTIMATING PURPOSES ONLY. THE FINAL BEARING ELEVATION IS TO BE DETERMINED IN THE FIELD. SOIL TESTING LABORATORY SHALL BE EMPLOYED TO VERIFY BEARING STRATA AND DEPTH.
8. AFTER THE PIERS/FOOTINGS HAVE BEEN DRILLED/EXCAVATED AND BEFORE REINFORCING STEEL PLACEMENT, A GEOTECHNICAL ENGINEER SHALL VERIFY SOILS OF THE DESIGN BEARING CAPACITY HAVE BEEN ENCOUNTERED. A WRITTEN REPORT OF THE INSPECTION, SHALL BE PROVIDED TO THE STRUCTURAL ENGINEER OF RECORD.
9. A "MUSHROOM" AT THE TOP OF THE DRILLED PIER WILL NOT BE ALLOWED. COMMERCIAL SURETOPS BY SUREVOID, INC. (OR APPROVED EQUAL) SHALL BE USED.
10. CONCRETING OF EACH DRILLED SHAFT SHALL BE COMPLETED WITHIN 5 HOURS OF EXCAVATION. IF GROUNDWATER SEEPAGE IS ENCOUNTERED DURING PIER CONSTRUCTION, CASING MAY BE REQUIRED. ANY EXCESS WATER SHALL BE REMOVED PRIOR TO PLACING CONCRETE.
11. PIERS SHALL BE CONSTRUCTED WITHIN THE FOLLOWING CENTERLINE TOLERANCES:
A. MAXIMUM PERMISSIBLE VARIATION OF LOCATION — NOT MORE THAN 1"
B. SHAFTS OUT OF PLUMB — NOT MORE THAN 1.5% OF LENGTH
C. CONCRETE CUTOFF ELEVATION — PLUS 1" TO MINUS 2".
12. THE CONTRACTOR SHALL MAKE ACCURATE MEASUREMENTS OF THE DEPTH OF THE BEARING STRATA AND THE DISTANCE OF PENETRATION INTO THE BEARING STRATA. A PIER LOG SHALL BE SUBMITTED TO THE ENGINEER OF RECORD INDICATING DEPTH OF PIERS AND THE DEPTH OF PENETRATION.
13. EXCAVATION FOR THE GRADE BEAMS AT THE EXTERIOR WALLS SHALL BE BACK FILLED PER THE GEOTECH REPORT.
14. ALL CAST-IN-PLACE CONCRETE BEAMS, PIER CAPS, AND WALLS SHALL BE CONSTRUCTED ON VOID FORMS. RETAINERS, BOARDS ALONG GRADE BEAMS SHALL BE USED. ALL WATER DAMAGED VOID FORMS SHALL BE REMOVED AND REPLACED.
15. ALL FACES OF GRADE BEAMS SHALL HAVE A SMOOTH SURFACE. PLYWOOD OR STEEL FORMS SHALL BE USED TO FORM SIDES. EARTH FORMING IS NOT ALLOWED.

EXHIBIT A

GENERAL:

1. ROOF LIVE LOADS HAVE BEEN REDUCED BASED ON TRIBUTARY AREAS IN ACCORDANCE WITH CODE PROVISIONS.
2. DEAD LOADS HAVE BEEN CALCULATED TO INCLUDE THE ACTUAL WEIGHT OF ALL WORK SHOWN ON THE STRUCTURAL, MECHANICAL, ELECTRICAL AND ARCHITECTURAL DRAWINGS. NO OTHER EQUIPMENT SHALL BE PLACED ON OR HUNG FROM THE ROOF SYSTEM WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER. ROOF-MOUNTED HVAC UNITS SHALL BE PLACED WITHIN THE DESIGNATED AREAS SHOWN ON THE FRAMING PLANS.
3. CONTRACT DOCUMENTS:
THE GENERAL CONTRACTOR SHALL OBTAIN ALL CONTRACT DOCUMENTS AND LATEST ADDENDA AND SUBMIT SUCH DOCUMENTS TO ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS PRIOR TO THE SUBMITTAL OF SHOP DRAWINGS, FABRICATION OF ANY STRUCTURAL MEMBERS, AND ERECTION IN THE FIELD.
4. COMPLETE SHOP DRAWINGS FOR THE STRUCTURAL WORK SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW PRIOR TO COMMENCEMENT OF CONSTRUCTION, IN ACCORDANCE WITH THE SPECIFICATIONS. CONTRACTOR SHALL REVIEW AND STAMP ALL SHOP DRAWINGS PRIOR TO SUBMITTING. STRUCTURAL ENGINEER SHALL HAVE TEN FULL BUSINESS WORKING DAYS FOR REVIEWS. SUCH REVIEW BY THE ARCHITECT/ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF FULL RESPONSIBILITY FOR CORRECT FABRICATION AND CONSTRUCTION OF THE WORK.
5. ELECTRONIC FILES OR REPRODUCTIONS OF THESE CONTRACT DOCUMENTS BY ANY CONTRACTOR, SUBCONTRACTOR, ERECTOR, FABRICATOR, OR MATERIAL SUPPLIER IN LIEU OF PREPARATION OF SHOP DRAWINGS SIGNIFIES THEIR ACCEPTANCE OF ALL INFORMATION SHOWN HEREON AS CORRECT, AND OBLIGATES THEMSELVES TO ANY JOB EXPENSE, REAL OR IMPLIED, ARISING DUE TO ANY ERRORS THAT MAY OCCUR HEREON.
6. ANY DEVIATION FROM, ADDITION TO, SUBSTITUTION FOR, OR MODIFICATION TO THE STRUCTURE OR ANY PART OF THE STRUCTURE DETAILED ON THESE DRAWINGS SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT FOR REVIEW. SHOP DRAWINGS THAT ARE SUBMITTED FOR REVIEW DO NOT CONSTITUTE "IN-WRITING" UNLESS IT IS CLEARLY NOTED THAT SPECIFIC CHANGES ARE BEING SUGGESTED.
7. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR ELEVATIONS NOT SHOWN AND FOR EXACT LOCATIONS OF ALL ARCHITECTURAL DETAILS. THE CONTRACTOR SHALL COMPARE THE STRUCTURAL SECTIONS WITH THE ARCHITECTURAL SECTIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO COMPLETION OF THE SHOP DRAWINGS.
8. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE SITE AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE ACTUAL CONDITIONS AND INFORMATION SHOWN ON THE DRAWINGS BEFORE PROCEEDING WITH THE WORK.
9. PRINCIPAL OPENINGS ARE SHOWN ON THE STRUCTURAL DRAWINGS. CONTRACTOR SHALL REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR SLEEVES, CURBS, INSERTS AND OTHER OPENINGS NOT SHOWN. THE CONTRACTOR SHALL PROVIDE FOR ALL OPENINGS, WHETHER SHOWN ON THE STRUCTURAL DRAWINGS OR NOT. SIZE AND LOCATION OF ALL OPENINGS SHALL BE VERIFIED BY THE CONTRACTOR. ANY DEVIATION FROM OPENINGS SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION FOR APPROVAL PRIOR TO CONSTRUCTION.
10. THE STRUCTURAL DRAWINGS ARE NOT TO BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS, OR FIT OF MATERIALS.
11. RESPONSIBILITY OF THE CONTRACTOR FOR STABILITY OF THE STRUCTURE DURING CONSTRUCTION:
ALL STRUCTURAL ELEMENTS OF THE PROJECT HAVE BEEN DESIGNED BY THE STRUCTURAL ENGINEER TO RESIST THE REQUIRED CODE VERTICAL AND LATERAL FORCES THAT COULD OCCUR IN THE FINAL COMPLETED STRUCTURE ONLY. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED BRACING AND SHORING DURING CONSTRUCTION TO MAINTAIN THE STABILITY AND SAFETY OF ALL STRUCTURAL ELEMENTS DURING THE CONSTRUCTION PROCESS UNTIL THE STABILITY-PROVIDING SYSTEM IS COMPLETELY INSTALLED AND THE STRUCTURE IS COMPLETELY TIED TOGETHER.
12. CONFLICTS IN STRUCTURAL REQUIREMENTS:
WHERE CONFLICT EXISTS AMONG THE VARIOUS PARTS OF THE STRUCTURAL CONTRACT DOCUMENTS, STRUCTURAL DRAWINGS, GENERAL NOTES, AND SPECIFICATIONS, THE STRICTEST REQUIREMENTS, AS INDICATED BY THE ENGINEER, SHALL GOVERN.
13. STABILITY AND BRACING OF CONCRETE TILT OR MASONRY WALLS DURING CONSTRUCTION:
THE CONTRACTOR SHALL ADEQUATELY BRACE AND SHORE ALL CONCRETE TILT OR MASONRY WALLS AT ALL STAGES OF CONSTRUCTION TO RESIST ERECTION LOADS AND LATERAL LOADS THAT COULD POSSIBLY BE APPLIED PRIOR TO COMPLETION OF CONSTRUCTION.
14. CONTRACTOR SUBSTITUTIONS:
MATERIALS OR PRODUCTS SUBMITTED FOR APPROVAL THAT DIFFER FROM THE MATERIAL OR PRODUCTS SPECIFIED IN THE STRUCTURAL CONTRACT DOCUMENTS WILL BE CONSIDERED ONLY IF THE FOLLOWING CRITERIA ARE SATISFIED:
A. A COST SAVINGS TO THE OWNER IS DOCUMENTED AND SUBMITTED WITH REQUEST.
B. THE MATERIAL OR PRODUCT COMPLIES WITH THE SAME ASTM SPECIFICATIONS
15. SITE OBSERVATION BY THE STRUCTURAL ENGINEER:
THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, AND, EXCEPT WHERE SPECIFICALLY SHOWN, DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES, TECHNIQUES AND SEQUENCE.
THE ENGINEER SHALL NOT HAVE CONTROL NOR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSION OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. PERIODIC SITE OBSERVATION BY FIELD REPRESENTATIVES OF JETE, L.P., IS SOLELY FOR THE PURPOSE OF DETERMINING IF THE WORK OF THE CONTRACTOR PROCEEDS IN ACCORDANCE WITH THE STRUCTURAL CONTRACT DOCUMENTS. THIS LIMITED SITE OBSERVATION SHOULD NOT BE CONSTRUED AS EXHAUSTIVE OR CONTINUOUS TO CHECK THE QUALITY OR QUANTITY OF THE WORK, BUT RATHER PERIODIC IN AN EFFORT TO GUARD THE OWNER AGAINST DEFECTS OR DEFICIENCIES IN THE WORK OF THE CONTRACTOR.
16. CONSTRUCTION MATERIALS SHALL NOT BE STORED ON FLOORS OR ROOF IN EXCESS OF THE DESIGN LIVE LOADS WHICH ARE INDICATED ON THE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENFORCE THIS REQUIREMENT. IMPACT SHALL BE AVOIDED WHEN PLACING MATERIALS ON FLOORS OR ROOFS.
17. MAINTENANCE STATEMENT:
PERIODIC MAINTENANCE IS REQUIRED TO ENSURE STRUCTURAL INTEGRITY FROM EXPOSURE TO ENVIRONMENT. A PLANNED PROGRAM OF MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO, SUCH ITEMS AS, PAINTING OF STRUCTURAL STEEL, PROTECTIVE COATING FOR CONCRETE, SEALANTS, CAULKED JOINTS, EXPANSION JOINTS, CONTROL JOINTS, SPALLS AND CRACKS IN CONCRETE.

CAST IN PLACE REINFORCED CONCRETE:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF A.C.I. 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE".
2. MIXES SHALL BE DESIGNED TO PROVIDE CONCRETE WITH A 28 DAY COMPRESSIVE STRENGTH AS NOTED BELOW (NO CALCIUM CHLORIDE SHALL BE PERMITTED).
(c) UNLESS NOTED OTHERWISE, ALL CONCRETE $f_c = 3,000$ P.S.I.
3. PORTLAND CEMENT SHALL BE A SINGLE BRAND CONFORMING TO ASTM C-150, E 1/II.
4. NORMAL WEIGHT (150 P.C.F. CONCRETE) AGGREGATES SHALL CONFORM TO ASTM C-33 AND SHALL BE FROM A SINGLE SOURCE FOR EXPOSED CONCRETE. ALL CONCRETE SHALL UTILIZE NORMAL WEIGHT AGGREGATE UNLESS NOTED OTHERWISE.
5. ALL ADDITIVES FOR AIR ENTRAINMENT, WATER REDUCTION, AND SET CONTROL SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS, PROJECT SPECIFICATIONS, AND WEATHER CONDITIONS.
6. THE MAXIMUM NOMINAL SIZES OF COURSE AGGREGATE BE AS FOLLOWS:
PIERS/FOOTINGS.....1 1/2"
SLABS.....3/4"
ALL OTHER CONCRETE.....1"
7. CONCRETE SLUMPS SHALL BE FIVE (4) INCH TO SEVEN (6) INCH MAXIMUM.
8. CONCRETE SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR WITH A MINIMUM 3/4" DIAMETER HEAD. "RODING" IS NOT ALLOWED.
9. ALL EXTERIOR CONCRETE SHALL BE AIR ENTRAINED. AIR CONTENT SHALL BE 4 1/2% +/- 1 1/2% INTERIOR SLABS SHALL NOT HAVE AIR-ENTRAINMENT.
10. MILD STEEL REINFORCING BARS SHALL CONFORM TO ASTM A-615, WELDABLE REINFORCING SHALL CONFORM TO ASTM A-706. No. 3 BARS SHALL BE GRADE 40. No. 4 BARS AND LARGER SHALL BE GRADE 60. WELDING OF REINFORCING BARS SHALL CONFORM TO THE AWS/AWS D1.4 WELDING CODE.
11. WELDED STEEL WIRE FABRIC SHALL CONFORM TO ASTM A-185. ALL WELDED STEEL WIRE FABRIC SHALL BE SUPPLIED IN FLAT SHEETS, NOT IN ROLLS.
12. MILD STEEL REINFORCEMENT AND ACCESSORIES SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH ACI SP-66.
13. MILD STEEL REINFORCEMENT SHALL BE PLACED AND SECURED IN ACCORDANCE WITH CRSI RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS.
14. CONCRETE PROTECTION FOR REINFORCEMENT SHALL BE AS FOLLOWS:
GRADE BEAMS/FOOTINGS.....1 1/2" TOP
2" SIDES
3" BOTTOM
SLAB.....3/4" TOP & BOTTOM
PIERS.....3" ALL SURFACES
15. THE TESTING LABORATORY SHALL BE NOTIFIED AFTER THE MILD STEEL REINFORCEMENT AND EMBEDS ARE POSITIONED PRIOR TO EACH CONCRETE PLACEMENT. NO CONCRETE SHALL BE PLACED UNTIL THESE ITEMS ARE CHECKED AND APPROVED BY THE TESTING LABORATORY.
16. EACH AREA OF CONCRETE WORK SHALL BE FINISHED AND CURED IN ACCORDANCE WITH THE SPECIFICATIONS. CHAMFERS SHALL BE PROVIDED IN ACCORDANCE WITH THE ARCHITECTURAL DRAWINGS.
17. CURING OF CONCRETE WORK:
ALL CONCRETE WORK FORMED AND UNFORMED SHALL BE WET CURED FOR A MINIMUM PERIOD OF SEVEN DAYS.
18. WATERSTOPS SHALL BE 4" P.V.C. DUMBBELL OR CENTER-BULB E CONFORMING TO CORPS OF ENGINEERS C.R.D.-C-572. WATERSTOPS SHALL BE EMPLOYED AT ALL JOINTS BELOW FINISHED GRADE EXCEPT FOR INTERIOR JOINTS IN SLABS-ON-GRADE. WATERSTOPS SHALL BE PROPERLY INSTALLED TO PREVENT COLLAPSE DURING CONCRETE PLACEMENT.
19. REINFORCING BARS No. 11 AND SMALLER SHALL BE CONTACT LAP SPLICED AS INDICATED IN BAR LAP SCHEDULE, UNLESS SHOWN OTHERWISE. WELDED WIRE FABRIC SHALL BE SPLICED BY LAPPING ONE FULL MESH AND LACING THE SPICES WITH WIRE. ALL SPLICES SHALL BE STAGGERED.
20. PROVIDE 90° STANDARD HOOKS WHERE SHOWN IN DETAILS, MINIMUM LENGTH SHALL BE 12db, WHERE db IS DIAMETER OF BAR.
21. SAMPLES FOR STRENGTH TESTS OF EACH CLASS OF CONCRETE SHALL BE TAKEN NOT LESS THAN THE FOLLOWING:
a) ONCE PER DAY
b) ONCE PER EVERY 150 CUBIC YARDS
c) ONCE PER EVERY 5000 SQUARE FEET OF SURFACE AREA FOR SLABS OR WALLS
22. IF TOTAL VOLUME OF CONCRETE IS SUCH THAT FREQUENCY OF TESTING REQUIRED BY NOTE ABOVE WOULD PROVIDE LESS THAN 5 STRENGTH TESTS FOR EACH CLASS OF CONCRETE, TESTS SHALL BE MADE FROM AT LEAST 5 RANDOMLY SELECTED BATCHES OR FROM EACH BATCH IF FEWER THAN 5 BATCHES ARE USED.

LAP SPICE SCHEDULE			
BAR SIZE	LAP	BAR SIZE	LAP
3	1'-10"	7	3'-9"
4	2'-3"	8	4'-9"
5	2'-8"	9	6'-1"
6	3'-2"		

MASONRY:

1. CONCRETE MASONRY UNITS SHALL MEET ASTM SPECIFICATION C 90. THE SPECIFIED DESIGN COMPRESSIVE STRENGTH OF CONCRETE MASONRY (F'm) SHALL BE 1500 PSI AND SHALL MEET LATEST REQUIREMENTS OF ACI 530 AND 530.1.
2. MORTAR SHALL MEET THE PROPORTION SPECIFICATIONS OF ASTM C 270 E 'S' MORTAR. MASONRY CEMENT SHALL NOT BE USED FOR MORTAR. NO CALCIUM CHLORIDE OR FLY ASH SHALL BE PERMITTED IN MORTAR MIX.
3. GROUT SHALL MEET ASTM SPECIFICATION C 476. HAVE A 3/8" MAXIMUM AGGREGATE SIZE, AND HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2,000 PSI.
4. GROUT SHALL BE MECHANICALLY CONSOLIDATED USING A VIBRATOR WITH A MAXIMUM 3/4" DIAMETER HEAD.
5. HORIZONTAL JOINT REINFORCEMENT SHALL BE 9 GAGE LADDER. JOINT REINFORCEMENT SHALL BE SPACED AT 8" O.C. BELOW FINISHED FLOOR AND IN PARAPETS, AND 16" O.C. ABOVE FINISHED FLOOR.
6. CONCRETE MASONRY SHALL BE LAID IN RUNNING (COMMON) BOND.
7. CONCRETE MASONRY BELOW FINISHED FLOOR SHALL BE NORMAL WEIGHT UNITS AND HAVE ALL CELLS FULLY GROUTED. CONCRETE MASONRY ABOVE FINISHED FLOOR SHALL BE LIGHT WEIGHT OR NORMAL WEIGHT AND SHALL BE GROUTED ONLY AT REINFORCED CELLS AND BOND BEAMS, UNO
8. INSTALL TEMPORARY BRACING AT ALL CMU WALLS. DO NOT REMOVE TEMPORARY BRACING UNTIL WALL IS PERMANENTLY BRACED BY CONNECTION TO THE ROOF STRUCTURE.
9. REFER TO CMU WALL REINFORCING DIAGRAM AND CMU WALL VERTICAL REINFORCING SCHEDULE FOR PRIMARY WALL REINFORCEMENT.
10. REFER TO CMU WALL REINFORCING DIAGRAM, TYPICAL MASONRY WALL OPENING DIAGRAM AND SCHEDULE, AND SPECIAL WALL SECTION SCHEDULE AND DETAILS FOR ADDITIONAL REINFORCING AT OPENINGS, CONTROL JOINTS, CORNERS AND ENDS OF WALL PANELS.
11. REFER TO CMU WALL DETAILS, FOUNDATION DETAILS, AND FRAMING DETAILS FOR ADDITIONAL BOND BEAM LOCATIONS AND EMBEDDED ITEMS.
12. PROVIDE HORIZONTAL REINFORCEMENT AS INDICATED IN THE CMU WALL REINFORCING DIAGRAM. USE OPEN KNOCK OUT BOND BEAM BLOCK. DO NOT USE TROUGH E BLOCKS FOR BOND BEAMS. DO NOT CONTINUE BOND BEAM REINFORCING THROUGH CONTROL JOINTS, UNO
13. MASONRY CONSTRUCTION REQUIRES SPECIAL INSPECTION. REF. SPECIFICATIONS FOR REQUIREMENTS.



James F. Turner Engineers, LP Consulting Engineers			
6340 Meadow Road Dallas, TX 75231 Tel.: 214.750.2900 TX Firm # 10389			
Job # 8608			
06/29/2020	DRAWN	DESIGN	OC
			APPD

Pacheco Koch
6100 WESTERN PLACE, SUITE 1001
FORT WORTH, TX 76107 817.412.7155
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193824

2017
Texas Department of Transportation

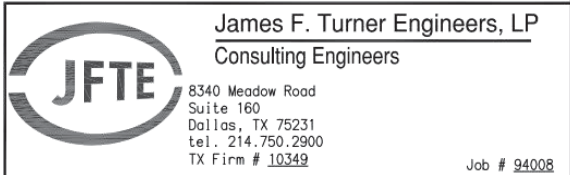
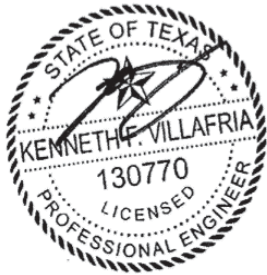
ICON MONUMENT DETAILS GENERAL NOTES			
VOLUME 3			
FED. RD. DIV. NO.	FEDERAL AD PROJECT NO.		SHEET NO.
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STATE	DISTRICT	COUNTY	
TEXAS	DAL	DALLAS	
CONTROL	SECTION	JOB	HIGHWAY NO
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EXHIBIT A

TABLE 1705.3 REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION IBC 2015				
TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION	REFERENCED STANDARD ^a	IBC REFERENCE
1. INSPECTION REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.	--	X	ACI 318 Ch. 20, 25.2, 25.3, 26.6.1–26.6.3	1908.4
2. REINFORCING BAR WELDING: a. VERIFY WELDABILITY OF REINFORCED BARS OTHER THAN ASTM A 706; b. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16"; AND c. INSPECT ALL OTHER WELDS.	-- X	X X	AWS D1.4 ACI 318:26.6.4	--
3. INSPECT ANCHORS CAST IN CONCRETE.	--	X	ACI 318: 17.8.2	
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS: ^b a. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORENTATIONS TO RESIST SUSTAINED TENSION LOADS. b. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.a.	X 	 X	ACI 318: 17.8.2.4 ACI 318: 17.8.2	--
5. VERIFY USE OF REQUIRED DESIGN MIX.	--	X	ACI 318: CH. 19, 26.4.3, 26.4.4	1904.1, 1904.2, 1908.2, 1908.3
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	--	ASTM C172 ASTM C31 ACI 318: 26.4, 26.12	1908.10
7. INSPECT CONCRETE AND SHOTORETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	--	X	ACI 318: 26.5	1908.6, 1908.7, 1908.8
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	--	X	ACI 318: 26.5.3–26.5.5	1908.9
9. INSPECT PRESTRESSED CONCRETE FOR: a. APPLICATION OF PRESTRESSING FORCES; AND b. GROUTING OF BONDED PRESTRESSING TENDONS.	X X	-- --	ACI 318: 26.10	--
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS.	--	X	ACI 318: CH. 26.8	--
11. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	--	X	ACI 318: 26.11.2	--
12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	--	X	ACI 318: 26.11.1.2(b)	--

TABLE 1705.6 REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS IBC 2015		
TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	--	X
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL	--	X
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	--	X
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X	--
5. PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PROPERLY PREPARED.	--	X



2017 Texas Department of Transportation			
ICON MONUMENT DETAIL SPECIAL INSPECTIONS			
VOLUME 3			
FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO. 00-000-000		SHEET NO. 102
STATE TEXAS	DISTRICT DAL	COUNTY DALLAS	
CONTROL 0261	SECTION 02	JOB 080	HIGHWAY NO US 67

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
\$	WALL SWITCH S.P.S.T. MNTD. 48" AFF UNLESS NOTED
\$ _o	WALL SWITCH; LETTER DENOTES FIXTURE CONTROLLED
\$ ₃	3-WAY WALL SWITCH MNTD. 48" AFF UNLESS NOTED
\$ _M	120V MANUAL MOTOR STARTER w/ OVERLOAD HEATER
\$ _p	WALL SWITCH WITH PILOT LIGHT MNTD. 48" AFF UNLESS NOTED
\$ _D	WALL DIMMER SWITCH MNTD. 48" AFF UNLESS NOTED
\$ _L	LOW VOLTAGE SWITCH MNTD. 48" AFF UNLESS NOTED [PROVIDE POWER PACKS FOR COMPLETE SYSTEM]
\$ _{VS}	LOW VOLTAGE SWITCH WITH OCCUPANCY SENSOR (AUTO ON / AUTO OFF); MNTD. 48" AFF UNLESS NOTED [PROVIDE POWER PACKS FOR COMPLETE SYSTEM]
\$ _{VS}	LOW VOLTAGE SWITCH WITH VACANCY SENSOR (MANUAL ON / AUTO OFF); MNTD. 48" AFF UNLESS NOTED [PROVIDE POWER PACKS FOR COMPLETE SYSTEM]
OS	CEILING MOUNTED OCCUPANCY SENSOR; 180° COVERAGE UNLESS NOTED
VS	CEILING MOUNTED VACANCY SENSOR; 180° COVERAGE UNLESS NOTED
RR	CEILING MOUNTED 2-POLE OCCUPANCY SENSOR w/ 360° DEGREE FIELD OF VISION.
▽	COMPUTER/DATA JACK IN 2x4 BOX WITH FACEPLATE AND 3/4" CONDUIT TO ACCESSIBLE CEILING WITH PULL STRING [(1) DATA JACK UNLESS NOTED]
▼	PHONE/VOICE JACK IN 2x4 BOX WITH FACEPLATE AND 3/4" CONDUIT TO ACCESSIBLE CEILING WITH PULL STRING [(1) VOICE JACK UNLESS NOTED]
▼	COMBINED DATA/VOICE JACK IN 2x4 BOX w/ FACEPLATE AND 3/4" CONDUIT TO ACCESSIBLE CEILING WITH PULL STRING [(2) DATA JACK AND (1) VOICE JACK UNLESS NOTED; IF NOTED, D = DATA & V = VOICE; E.G. 3D1V = (3) DATA AND (1) VOICE]
Ⓢ	FLUSH FLOOR DATA/VOICE JACK WITH COVER [(1) DATA JACK AND (1) VOICE JACK UNLESS NOTED]
⊖	SIMPLEX RECEPTACLE; NEMA 5-20R MNTD. 18" AFF UNLESS NOTED
⊖	DUPLEX RECEPTACLE; NEMA 5-20R MNTD. 18" AFF UNLESS NOTED
⊖	DUPLEX RECEPTACLE; NEMA 5-20R MNTD. ABOVE COUNTER TOP
⊖	QUAD RECEPTACLE; NEMA 5-20R MNTD. 18" AFF UNLESS NOTED
⊖	QUAD RECEPTACLE; NEMA 5-20R MNTD. ABOVE COUNTER TOP
⊖	SPECIAL PURPOSE RECEPTACLE; PROVIDE PER NAMEPLATE OF EQUIPMENT. MNTD. 18" AFF UNLESS NOTED.
⊖	FLUSH FLOOR MNTD. DUPLEX RECEPTACLE WITH COVER
⊖	FLUSH FLOOR MNTD. QUAD RECEPTACLE WITH COVER
⊖	50/30/20 AMP RV POWER OUTLET PEDESTAL (120/240V - 1Ø) (PROVIDE MILBANK MANUFACTURING MODEL U5200-XL-75)
⊖	JUNCTION BOX; 4" SQ. OR 4" OCT. UNLESS NOTED
⊖	DISCONNECT SWITCH; NEMA 3R IF SHOWN OUTDOORS
⊖	FUSED DISCONNECT SWITCH; NEMA 3R IF SHOWN OUTDOORS
TC	TIME CLOCK; PROVIDE PER IECC REQUIREMENTS
⊖	PHOTOCELL
⊖	CEILING SPEAKER ASSEMBLY
GB	GROUND BOX
SD	SMOKE DETECTOR

NOTE: ALL SYMBOLS ARE NOT NECESSARILY USED

SYMBOL	DESCRIPTION
SD	DUCT SMOKE DETECTOR
HD	HEAT DETECTOR
FS	FLOW SWITCH APPLIED TO FIRE SPRINKLER LINE
TS	TAPER SWITCH APPLIED TO FIRE SPRINKLER LINE
F	FIRE ALARM PULL STATION NOM. MNTD. 48" AFF PER ADA
F	FIRE ALARM VISUAL STATION (STROBE) MNTD. 80" AFF PER ADA
F	FIRE ALARM AUDIO/VISUAL STATION (HORN/STROBE) MNTD. 80" AFF PER ADA
FCS	FIRE ALARM CONTROL PANEL
ANN	ANNUNCIATOR
DP	DISTRIBUTION PANEL LOCATION
LP	LIGHTING/POWER PANEL LOCATION
TP	TELEPHONE PANEL BACKBOARD
T	TRANSFORMER
M	MOTOR LOCATION - NUMBER INSIDE DENOTES HORSE POWER
GR	GROUND ROD
HR	HOME RUN
BC	BURIED, UNDERGROUND CABLE

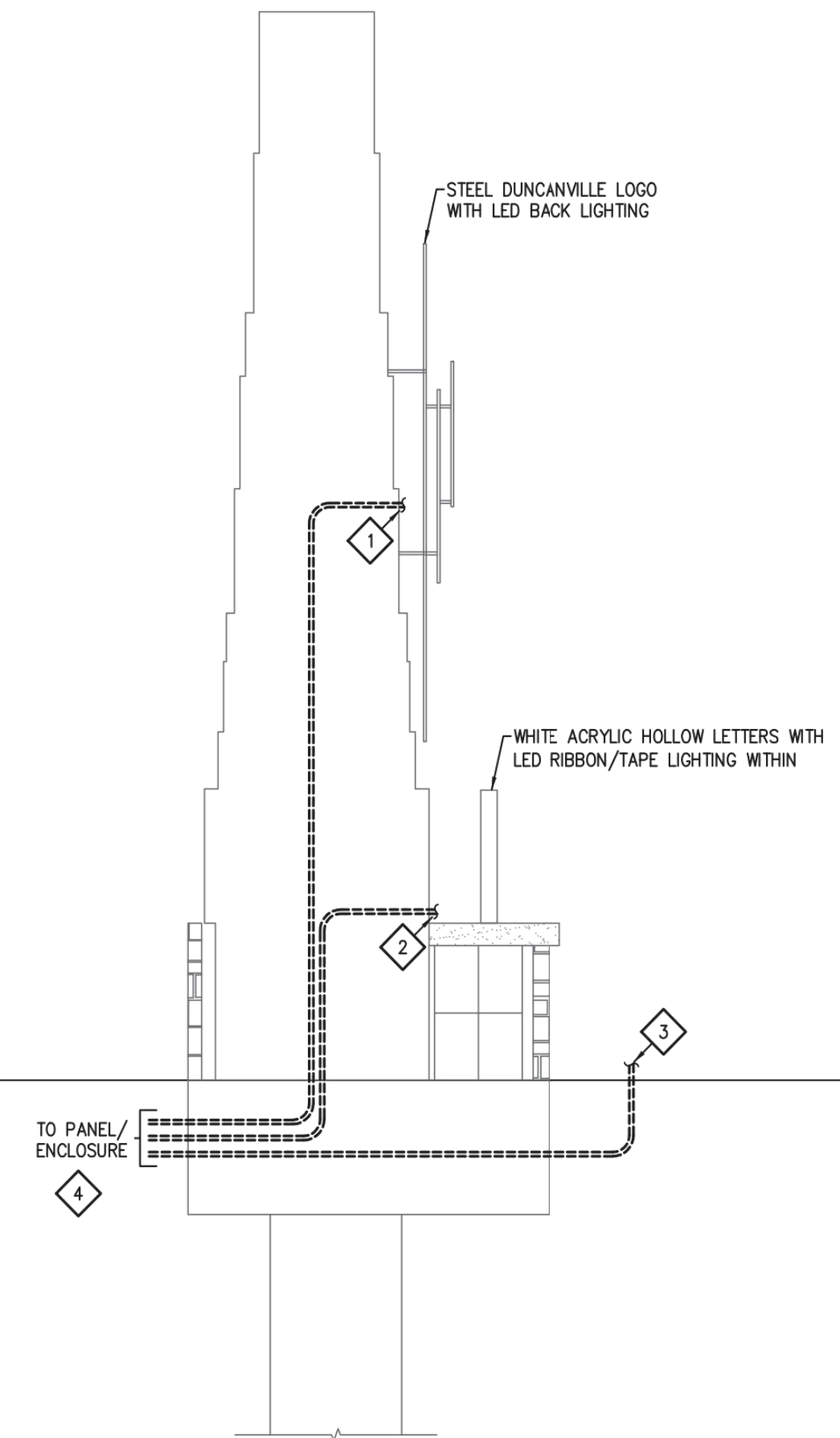
ABBREVIATIONS

A	AMPERES
ABV	ABOVE
AC	ALTERNATING CURRENT
AFF	ABOVE FINISHED FLOOR - DESIGNATES MOUNTING HEIGHT
AFG	ABOVE FINISHED GRADE
C	CONDUIT
CLG	CEILING
DFA	DOWN FROM ABOVE
EC	EMPTY CONDUIT
EMT	ELECTRICAL METALLIC TUBING CONDUIT
G / GND	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
IG	ISOLATED GROUND
NEC	NATIONAL ELECTRIC CODE
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NL	NIGHT LIGHT
OC	ON CENTER
PVC	POLYVINYL CHLORIDE CONDUIT
RGS	RIGID GALVANIZED STEEL CONDUIT
RMS	ROOT MEAN SQUARED - DESIGNATES ABSOLUTE CURRENT (AC)
SPST	SINGLE POLE SINGLE THROW
SU	STUB-UP
SYM	SYMMETRICAL CURRENT FAULT COMPONENT
UNO	UNLESS NOTED OTHERWISE
V	VOLTS
W	WATTS
WP	WEATHER PROOF
XFMR	TRANSFORMER
60HZ	HERTZ - DESIGNATES FREQUENCY (E.G. 60 CYCLES PER SECOND)

LIGHT FIXTURE SCHEDULE (BID ALT 1)

TYPE	MANUFACTURER	CATALOG NUMBER	LAMP TYPE	WATTS	VOLTS	COMMENTS
A	BK LIGHTING	Y0-LED-X45-WW--**--9-11-CV	LED	34	120/277V	**CONFIRM FINISH WITH OWNER PRIOR TO ORDERING
B	ILIGHT TECHNOLOGIES	T-24-W35-S--*--*	LED	100	120/277V	*REFER TO SHEETS E2.1 FOR OPTIONS AND LAYOUT / MAX RUN OF 32' PER 100W POWER SUPPLY

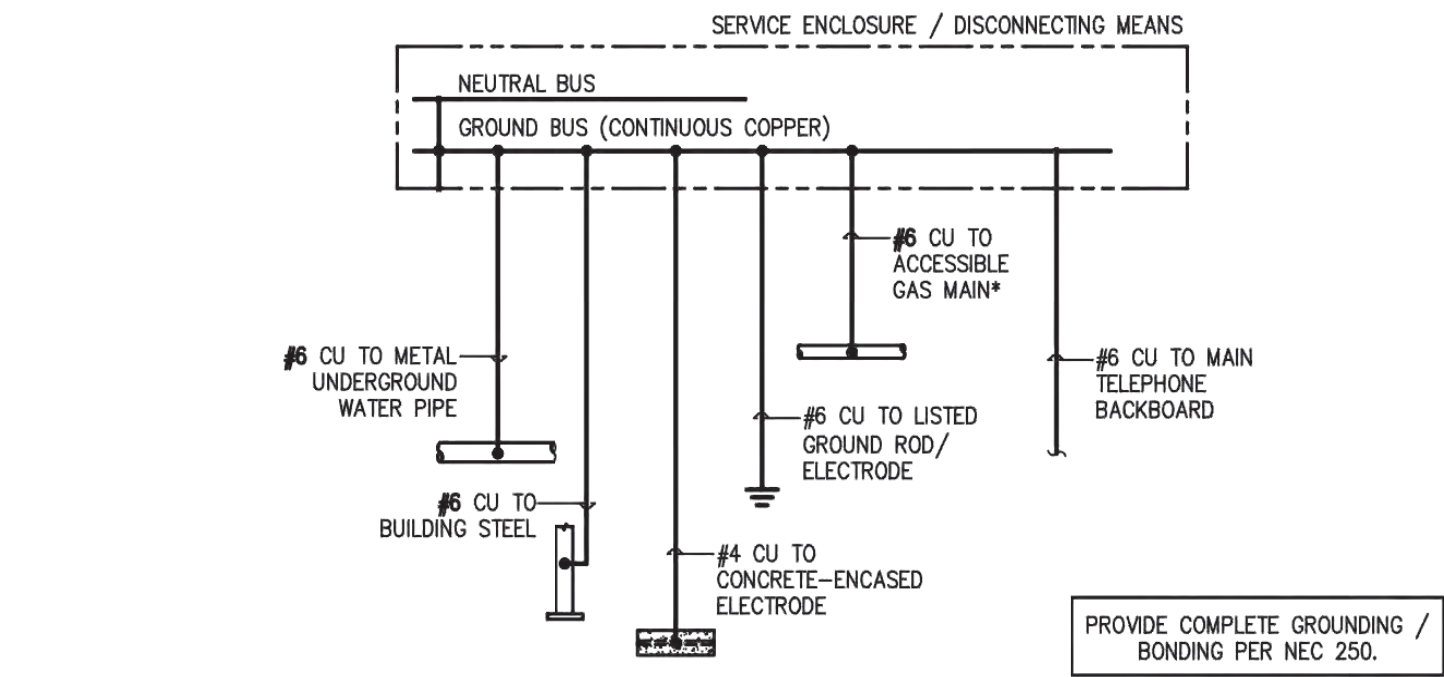
EXHIBIT A



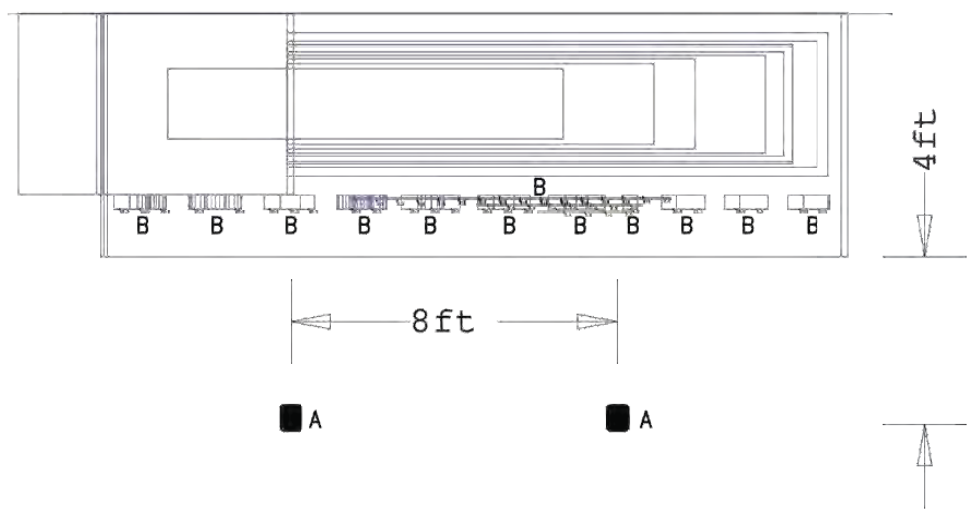
1 TYPICAL MONUMENT SIGN ELECTRICAL DETAIL [BID ALT 1]
N.T.S.

ELECTRICAL NOTES BY SYMBOL E0.1 "⚡"

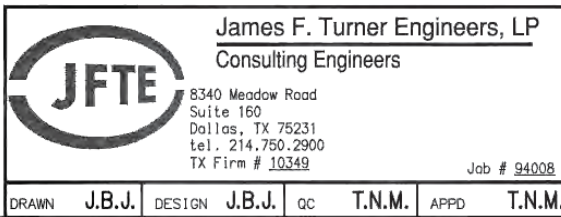
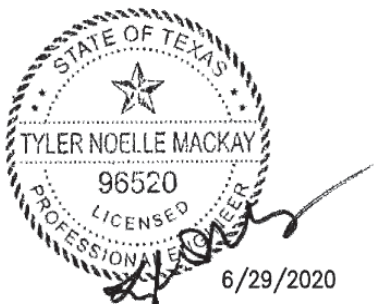
- EXTEND WIRING/CONDUIT TO POWER SUPPLIES FOR LOGO BACKLIGHTING. CONFIRM CONDUIT ROUTING AND POWER SUPPLY LOCATIONS IN FIELD PRIOR TO ROUGH-IN. PROVIDE ALL REQUIRED LOW-VOLTAGE WIRING/CONDUIT FROM POWER SUPPLIES TO FIXTURES. [BID ALT 1]
- EXTEND WIRING/CONDUIT TO POWER SUPPLIES FOR LED TAPE LIGHTING FOR LETTERS. CONFIRM CONDUIT ROUTING AND POWER SUPPLY LOCATIONS IN FIELD PRIOR TO ROUGH-IN. PROVIDE ALL REQUIRED LOW-VOLTAGE WIRING/CONDUIT FROM POWER SUPPLIES TO FIXTURES. [BID ALT 1]
- EXTEND WIRING/CONDUIT TO GROUND-MOUNTED SIGN UPLIGHTING. CONFIRM CONDUIT ROUTING AND UPLIGHT FIXTURE LOCATIONS IN FIELD PRIOR TO ROUGH-IN. REFER TO "TYPICAL MONUMENT SIGN LIGHTING DETAIL" / THIS SHEET FOR LAYOUT. [BID ALT 1]
- REFER TO PLAN FOR CIRCUITING INFO. [BID ALT 1]



3 TYPICAL GROUNDING/BONDING DETAIL
N.T.S.



2 TYPICAL MONUMENT SIGN LIGHTING DETAIL [BID ALT 1]
N.T.S.

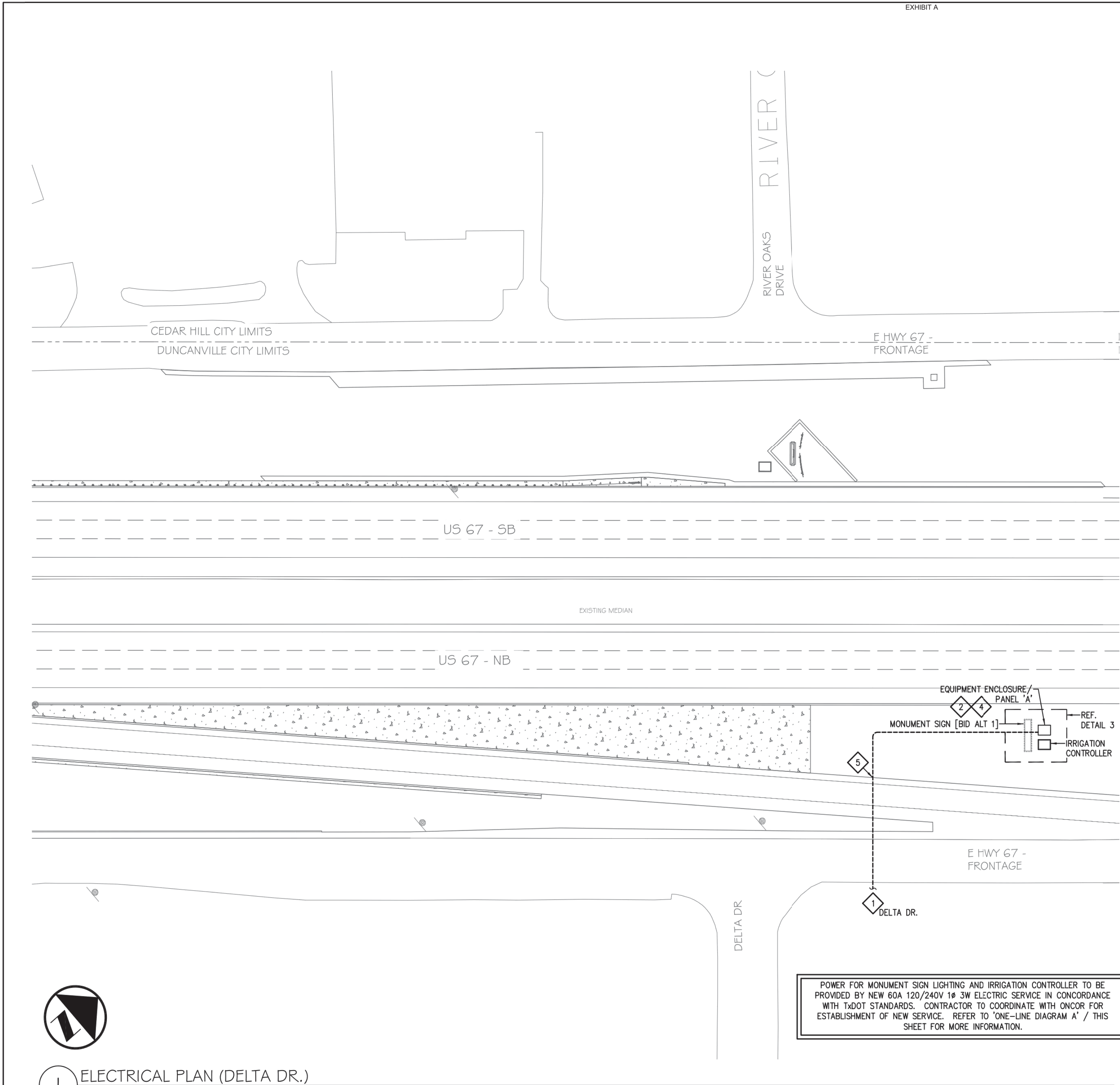


ELECTRICAL SCHEDULES AND DETAIL

VOLUME 3

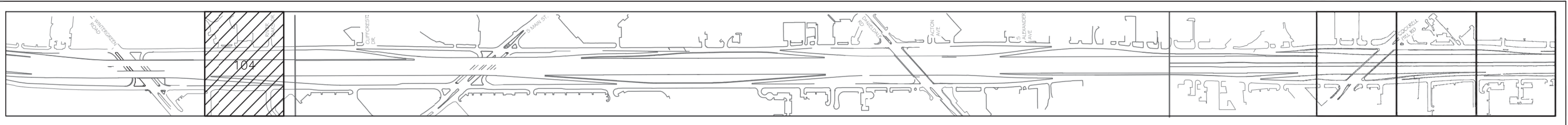
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	00-000-000	103
STATE	DISTRICT	COUNTY
TEXAS	DAL	DALLAS
CONTROL	SECTION	JOB HIGHWAY NO
0261	02	080 US 67

MAY 2018



1 ELECTRICAL PLAN (DELTA DR.)
1" = 40'-0"

SHEET INDEX MAP
N.T.S.

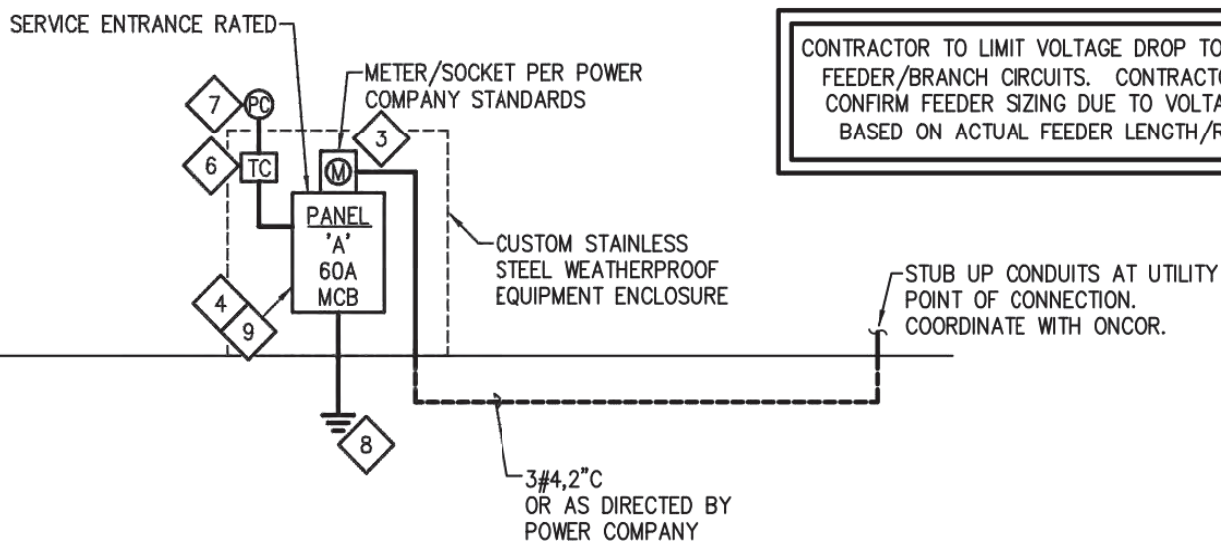


3 ENLARGED MONUMENT ELECTRICAL PLAN
1/8" = 1'-0"

COORDINATE NEW 120/240V 1Ø ELECTRIC SERVICE WITH ONCOR.

OJ SMITH
(O) 972.230.5132
(C) 214.601.3837
ORONTAL.SMITH@ONCOR.COM

ONCOR TO PROVIDE NEW POLE(S)/POLE TRANSFORMER AS REQUIRED FOR NEW SERVICE OFF OF EXISTING OVERHEAD LINES ROUTED ALONG US-67.



2 ONE-LINE DIAGRAM A
NO SCALE

NOTES BY SYMBOL "◆" / THIS SHEET

- COORDINATE WITH ONCOR TO DETERMINE POINT OF CONNECTION FOR NEW ELECTRIC SERVICE (ELEC. SERVICE ID INDICATED NEXT TO KEYNOTE). PAY ALL COSTS TO ONCOR, INCLUDING PROVIDING ALL MATERIALS AND LABOR NOTED AS "CUSTOMER FURNISHED", ASSOCIATED WITH NEW 60A 120/240V 1Ø, 3W SERVICE.
- PROVIDE NEW CUSTOM STAINLESS STEEL WEATHERPROOF EQUIPMENT ENCLOSURE TO HOUSE METER/SOCKET, PANEL, AND TIME CLOCK/CONTACTOR PANEL. CONFIRM LOCATION WITH OWNER PRIOR TO ROUGH-IN.
- PROVIDE METER/SOCKET FOR NEW ELECTRIC SERVICE (REFER TO 'ONE-LINE DIAGRAM A' / THIS SHEET FOR MORE INFORMATION). METER SOCKET TO BE MOUNTED IN WEATHERPROOF EQUIPMENT ENCLOSURE AS SHOWN.
- PROVIDE NEW 100A RATED 120/240V 1Ø PANEL 'A' WITH A 60A MCB IN CONCORDANCE WITH TxDOT STANDARDS (REFER TO 'ONE-LINE DIAGRAM A' / THIS SHEET FOR MORE INFORMATION). PANEL TO BE MOUNTED IN EQUIPMENT ENCLOSURE AS SHOWN.
- ROUTE ELECTRICAL CONDUITS THROUGH BORE UNDER ROAD (REFER TO 'ONE-LINE DIAGRAM A' / THIS SHEET FOR MORE INFORMATION). INSTALL IN CONCORDANCE WITH IRRIGATION PLAN. CONFIRM EXACT LOCATION WITH OWNER AND CIVIL PRIOR TO CONSTRUCTION.
- MOUNT TIME CLOCK/CONTACTOR PANEL WITHIN EQUIPMENT ENCLOSURE. CIRCUIT TO PANEL 'A' FOR POWER (SEE KEYNOTE 9).
- MOUNT PHOTOCELL AT TOP OF EQUIPMENT ENCLOSURE, UNOBSTRUCTED FACING NORTH.
- PROVIDING GROUNDING SYSTEM PER NEC 250. REFER TO 'TYPICAL GROUNDING/BONDING DETAIL' FOR MORE INFORMATION.
- REFER TO ELEC. SERVICE ID 'DELTA DR' ON 'ELECTRICAL SERVICE DATA' TABLE FOR BRANCH CIRCUIT INFORMATION.
- PEDESTAL MOUNTED IRRIGATION CONTROLLER LOCATED IN THIS AREA. CIRCUIT TO PANEL 'A' (SEE KEYNOTE 9). REFER TO IRRIGATION PLANS FOR 'IRRIGATION CONTROLLER & SENSOR' DETAIL. CONFIRM EXACT LOCATION WITH OWNER PRIOR TO ROUGH-IN.
- PROVIDE (1) 3/4" CONDUIT WITH PULL-STRING ROUTED BELOW GRADE FROM EQUIPMENT ENCLOSURE TO J-BOX AT BASE OF MONUMENT SIGN FOR WIRING TO MONUMENT SIGN LIGHTING. CIRCUIT ALL MONUMENT SIGN LIGHTING TO PANEL 'A' FOR POWER (SEE KEYNOTE 9). [BID ALT 1]
- REFER TO 'TYPICAL MONUMENT SIGN ELECTRICAL DETAIL' AND 'TYPICAL MONUMENT SIGN LIGHTING DETAIL' FOR MORE INFORMATION. [BID ALT 1]

ESTIMATE OF QUANTITIES - BY SHEET			
ITEM NO		DESCRIPTION	UNIT TOTAL
0618	6014	CONDT (PVC) (SCH 40) (3/4")	LF 70
0618	6023	CONDT (PVC) (SCH 40) (2")	LF 160
0618	6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF 60
0620	6004	ELECT CONDR (NO.12) INSULATED	LF 210
0620	6014	ELECT CONDR (NO.12) INSULATED	LF 660
1002	6001	LANDSCAPE AMENITY (MONUMENT SIGN) [BID ALT 1]	EA 1
0628	6008	ELEC SERV TY D 120/240 060(NS)SS(E)PS(U)	EA 1

4 TxDOT QUANTITIES
NO SCALE

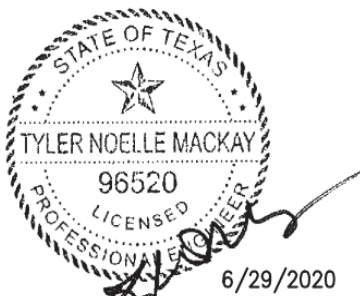
REFER TO TxDOT STANDARD ELECTRICAL DETAILS [ED(1)-14 TO ED(9)-14] FOR MORE INFORMATION.

CONTRACTOR SHALL PROVIDE A PERMANENTLY AFFIXED LABEL TO ALL PANELS INDICATING MAXIMUM AVAILABLE FAULT CURRENT AND DATE THAT FAULT CURRENT CALCULATION WAS PERFORMED PER 2017 NEC 110.24.

CONTRACTOR IS RESPONSIBLE FOR A COMPLETE AND WORKING ELECTRICAL SERVICE. PAY ALL FEES.

CONTRACTOR TO LIMIT VOLTAGE DROP TO 3% IN ALL FEEDER BRANCH CIRCUITS. CONTRACTOR SHALL CONFIRM FEEDER SIZING DUE TO VOLTAGE DROP BASED ON ACTUAL FEEDER LENGTH/ROUTING.

ALL LIGHTING/ELECTRICAL SCOPE ASSOCIATED WITH MONUMENT SIGN SHALL BE INCLUDED UNDER BID ITEM 1002 6001 "LANDSCAPE AMENITY (MONUMENT SIGN)" AND BE PRICED AS A BID ALTERNATE [BID ALT 1]



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TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193824

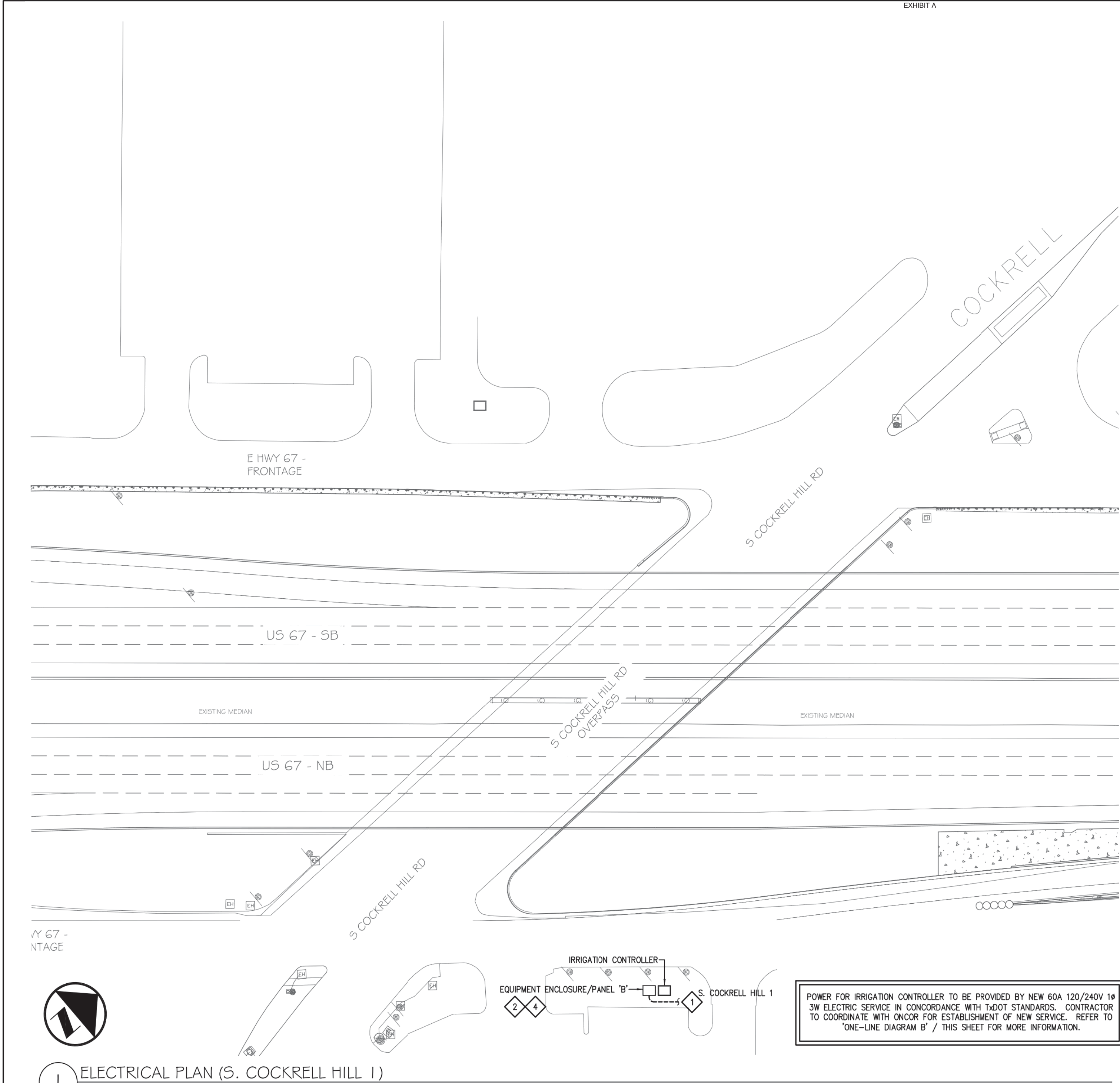
2017
Texas Department of Transportation

ELECTRICAL PLAN

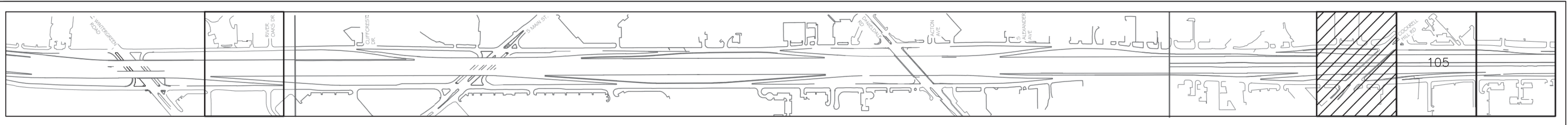
VOLUME 3

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	00-000-000	104
STATE	DISTRICT	COUNTY
TEXAS	DAL	DALLAS
CONTROL	SECTION	JOB HIGHWAY NO
0261	02	080 US 67

MAY 2018



SHEET INDEX MAP
N.T.S.



ESTIMATE OF QUANTITIES - BY SHEET			
ITEM NO		DESCRIPTION	UNIT
0618	6014	CONDT (PVC) (SCH 40) (3/4")	LF
0618	6023	CONDT (PVC) (SCH 40) (2")	LF
0620	6004	ELECT CONDR (NO.12) INSULATED	LF
0620	6012	ELECT CONDR (NO.4) INSULATED	LF
0628	6151	ELEC SERV TY D 120/240 060(NS)SS(N)PS(U)	EA

3 TxDOT QUANTITIES
NO SCALE

REFER TO TxDOT STANDARD ELECTRICAL DETAILS [ED(1)-14 TO ED(9)-14] FOR MORE INFORMATION.

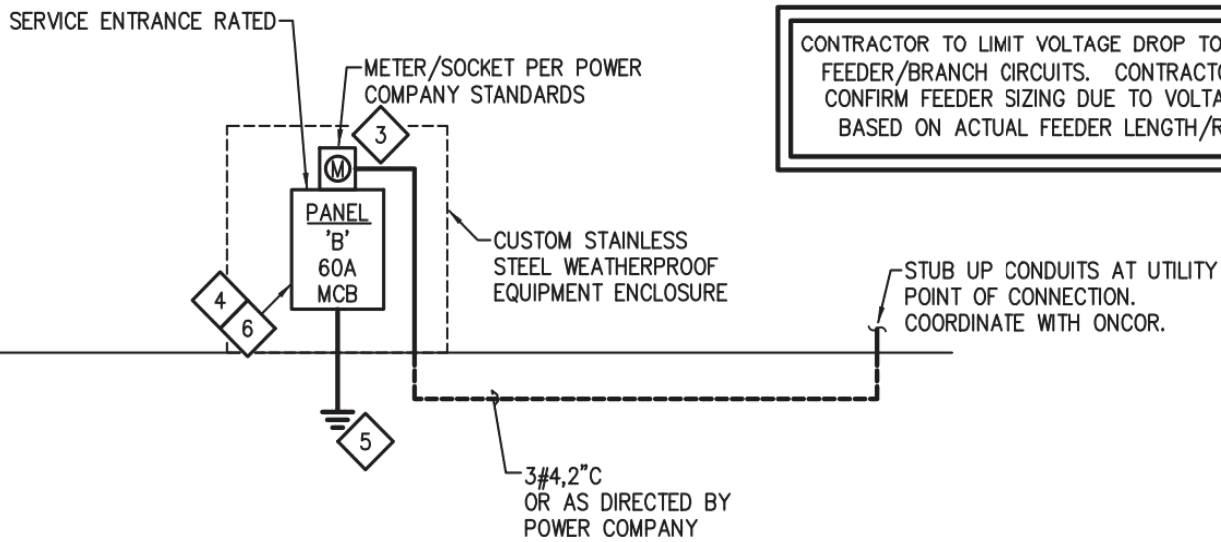
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COORDINATE NEW 120/240V 1Ø ELECTRIC SERVICE WITH ONCOR:
OJ SMITH
(O) 972.230.5132
(C) 214.601.3837
ORENTHAL.SMITH@ONCOR.COM

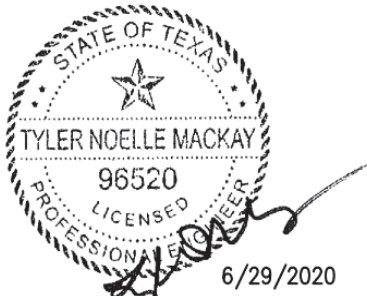
ONCOR TO PROVIDE NEW POLE(S)/POLE TRANSFORMER AS REQUIRED FOR NEW SERVICE OFF OF EXISTING OVER-HEAD LINES ROUTED ALONG US-67.



2 ONE-LINE DIAGRAM B
NO SCALE

NOTES BY SYMBOL "⬠" / THIS SHEET

- COORDINATE WITH ONCOR TO DETERMINE POINT OF CONNECTION FOR NEW ELECTRIC SERVICE (ELEC. SERVICE ID INDICATED NEXT TO KEYNOTE). PAY ALL COSTS TO ONCOR, INCLUDING PROVIDING ALL MATERIALS AND LABOR NOTED AS "CUSTOMER FURNISHED", ASSOCIATED WITH NEW 60A 120/240V 1Ø, 3W SERVICE.
- PROVIDE NEW CUSTOM STAINLESS STEEL WEATHERPROOF EQUIPMENT ENCLOSURE TO HOUSE METER/SOCKET AND PANEL. CONFIRM LOCATION WITH OWNER PRIOR TO ROUGH-IN.
- PROVIDE METER/SOCKET FOR NEW ELECTRIC SERVICE (REFER TO 'ONE-LINE DIAGRAM B' / THIS SHEET FOR MORE INFORMATION). METER SOCKET TO BE MOUNTED IN WEATHERPROOF EQUIPMENT ENCLOSURE AS SHOWN.
- PROVIDE NEW 100A RATED 120/240V 1Ø PANEL 'B' WITH A 60A MCB IN CONCORDANCE WITH TxDOT STANDARDS (REFER TO 'ONE-LINE DIAGRAM B' / THIS SHEET FOR MORE INFORMATION). PANEL TO BE MOUNTED IN EQUIPMENT ENCLOSURE AS SHOWN.
- PROVIDING GROUNDING SYSTEM PER NEC 250. REFER TO 'TYPICAL GROUNDING/BONDING DETAIL' FOR MORE INFORMATION.
- REFER TO ELEC. SERVICE ID 'S. COCKRELL HILL 1' ON 'ELECTRICAL SERVICE DATA' TABLE FOR BRANCH CIRCUIT INFORMATION.
- PEDESTAL MOUNTED IRRIGATION CONTROLLER LOCATED IN THIS AREA. CIRCUIT TO PANEL 'B' (SEE KEYNOTE 6). REFER TO IRRIGATION PLANS FOR 'IRRIGATION CONTROLLER & SENSOR' DETAIL. CONFIRM EXACT LOCATION WITH OWNER PRIOR TO ROUGH-IN.



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TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193824

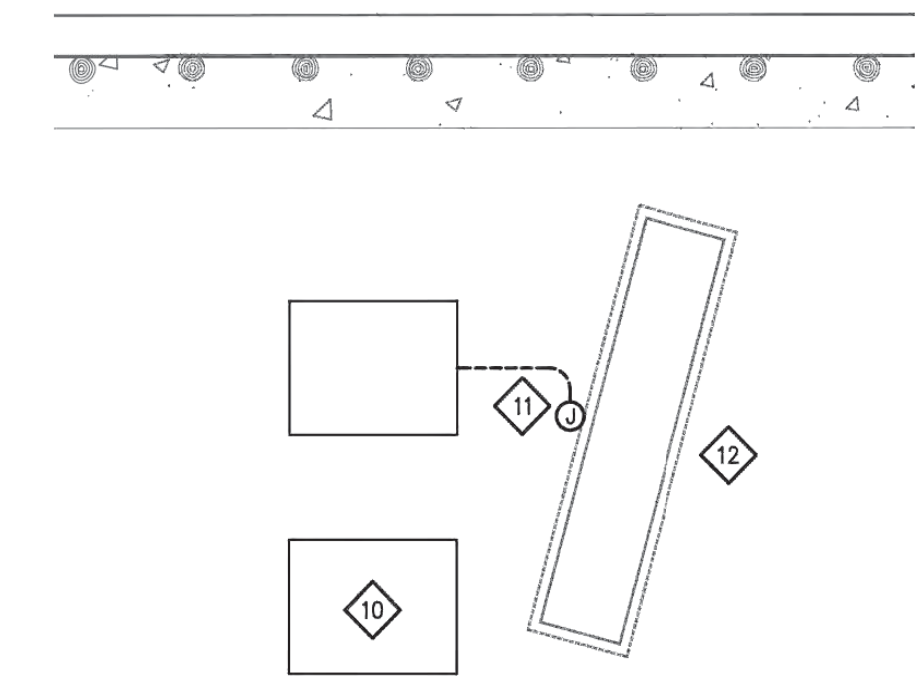
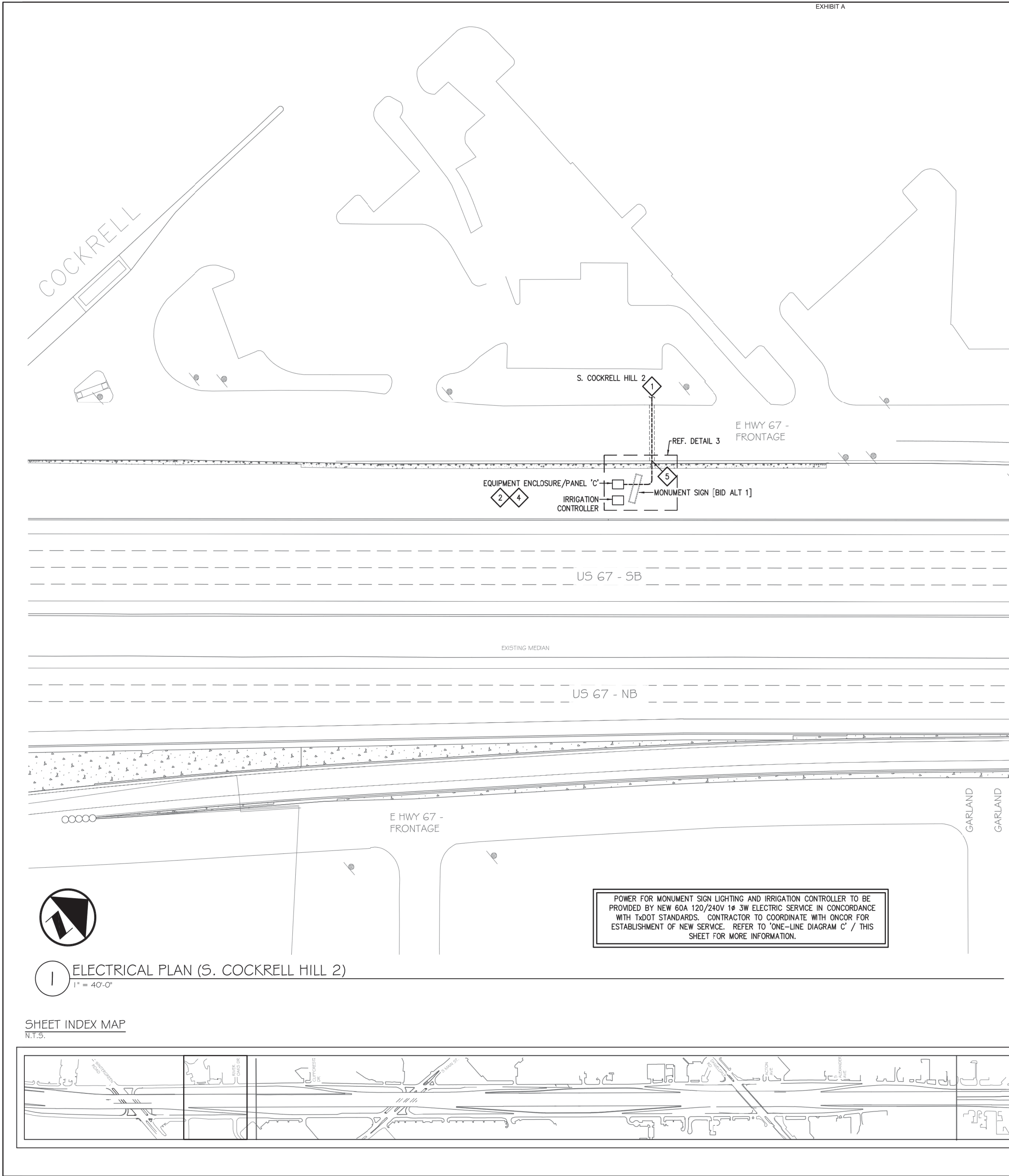
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Texas Department of Transportation

ELECTRICAL PLAN

VOLUME 3

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6	00-000-000	105
STATE	DISTRICT	COUNTY
TEXAS	DAL	DALLAS
CONTROL	SECTION	JOB HIGHWAY NO
0261	02	080 US 67

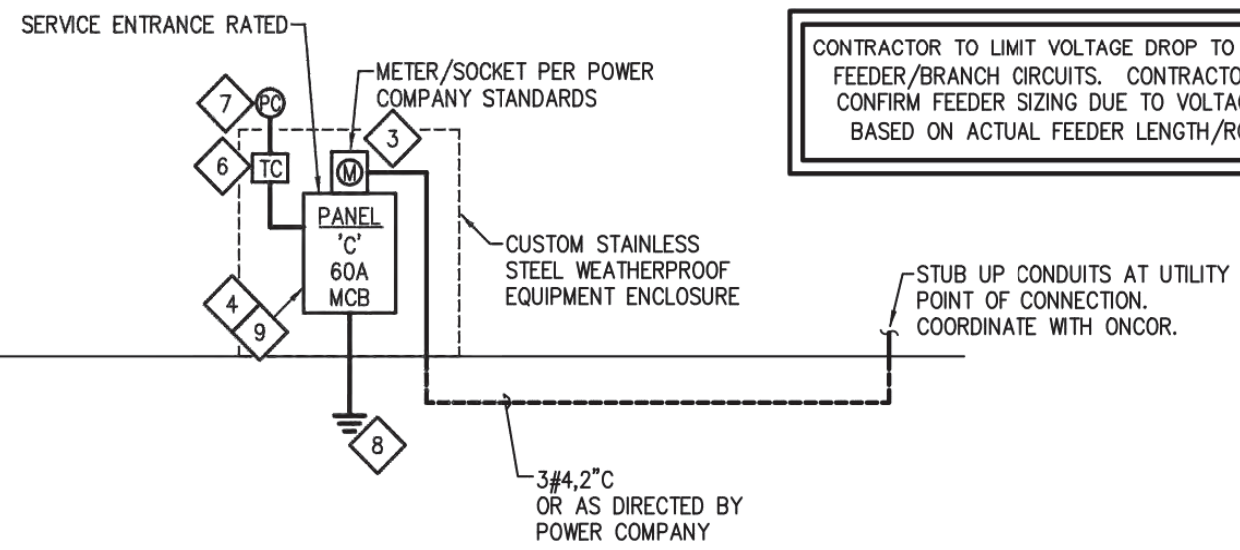
MAY 2018



3 ENLARGED MONUMENT ELECTRICAL PLAN
1/8" = 1'-0"

COORDINATE NEW 120/240V 1Ø ELECTRIC SERVICE WITH ONCOR:
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(C) 214.601.3837
ORENTHAL.SMITH@ONCOR.COM

ONCOR TO PROVIDE NEW POLE(S)/POLE TRANSFORMER AS REQUIRED FOR NEW SERVICE OFF OF EXISTING OVER-HEAD LINES ROUTED ALONG US-67.



2 ONE-LINE DIAGRAM C
NO SCALE

NOTES BY SYMBOL "◇" / THIS SHEET

- ◇ COORDINATE WITH ONCOR TO DETERMINE POINT OF CONNECTION FOR NEW ELECTRIC SERVICE (ELEC. SERVICE ID INDICATED NEXT TO KEYNOTE). PAY ALL COSTS TO ONCOR, INCLUDING PROVIDING ALL MATERIALS AND LABOR NOTED AS "CUSTOMER FURNISHED", ASSOCIATED WITH NEW 60A 120/240V 1Ø, 3W SERVICE.
- ◇ PROVIDE NEW CUSTOM STAINLESS STEEL WEATHERPROOF EQUIPMENT ENCLOSURE TO HOUSE METER/SOCKET, PANEL, AND TIME CLOCK/CONTACTOR PANEL. CONFIRM LOCATION WITH OWNER PRIOR TO ROUGH-IN.
- ◇ PROVIDE METER/SOCKET FOR NEW ELECTRIC SERVICE (REFER TO 'ONE-LINE DIAGRAM C' / THIS SHEET FOR MORE INFORMATION). METER SOCKET TO BE MOUNTED IN WEATHERPROOF EQUIPMENT ENCLOSURE AS SHOWN.
- ◇ PROVIDE NEW 100A RATED 120/240V 1Ø PANEL 'C' WITH A 60A MCB IN CONCORDANCE WITH TxDOT STANDARDS (REFER TO 'ONE-LINE DIAGRAM C' / THIS SHEET FOR MORE INFORMATION). PANEL TO BE MOUNTED IN EQUIPMENT ENCLOSURE AS SHOWN.
- ◇ ROUTE ELECTRICAL CONDUITS THROUGH BORE UNDER ROAD (REFER TO 'ONE-LINE DIAGRAM C' / THIS SHEET FOR MORE INFORMATION). INSTALL IN CONCORDANCE WITH IRRIGATION PLAN. CONFIRM EXACT LOCATION WITH OWNER AND CIVIL PRIOR TO CONSTRUCTION.
- ◇ MOUNT TIME CLOCK/CONTACTOR PANEL WITHIN EQUIPMENT ENCLOSURE. CIRCUIT TO PANEL 'C' FOR POWER (SEE KEYNOTE 9).
- ◇ MOUNT PHOTOCELL AT TOP OF EQUIPMENT ENCLOSURE, UNOBSTRUCTED FACING NORTH.
- ◇ PROVIDING GROUNDING SYSTEM PER NEC 250. REFER TO 'TYPICAL GROUNDING/BONDING DETAIL' FOR MORE INFORMATION.
- ◇ REFER TO ELEC. SERVICE ID 'S. COCKRELL HILL 2' ON 'ELECTRICAL SERVICE DATA' TABLE FOR BRANCH CIRCUIT INFORMATION.
- ◇ PEDESTAL MOUNTED IRRIGATION CONTROLLER LOCATED IN THIS AREA. CIRCUIT TO PANEL 'C' (SEE KEYNOTE 9). REFER TO IRRIGATION PLANS FOR 'IRRIGATION CONTROLLER & SENSOR' DETAIL. CONFIRM EXACT LOCATION WITH OWNER PRIOR TO ROUGH-IN.
- ◇ PROVIDE (1) 3/4" CONDUIT WITH PULL-STRING ROUTED BELOW GRADE FROM EQUIPMENT ENCLOSURE TO J-BOX AT BASE OF MONUMENT SIGN FOR WIRING TO MONUMENT SIGN LIGHTING. CIRCUIT ALL MONUMENT SIGN LIGHTING TO PANEL 'C' FOR POWER (SEE KEYNOTE 9). [BID ALT 1]
- ◇ REFER TO 'TYPICAL MONUMENT SIGN ELECTRICAL DETAIL' AND 'TYPICAL MONUMENT SIGN LIGHTING DETAIL' FOR MORE INFORMATION. [BID ALT 1]

ESTIMATE OF QUANTITIES - BY SHEET			
ITEM NO	DESCRIPTION		UNIT
0618 6014	COND (PVC) (SCH 40) (3/4")	LF	70
0618 6023	COND (PVC) (SCH 40) (2")	LF	60
0618 6024	COND (PVC) (SCH 40) (2") (BORE)	LF	40
0620 6004	ELECT COND (NO.12) INSULATED	LF	210
0620 6012	ELECT COND (NO.4) INSULATED	LF	300
1002 6001	LANDSCAPE AMENITY (MONUMENT SIGN) [BID ALT 1]	EA	1
0628 6008	ELEC SERV TY D 120/240 060(NS)SS(E)PS(U)	EA	1

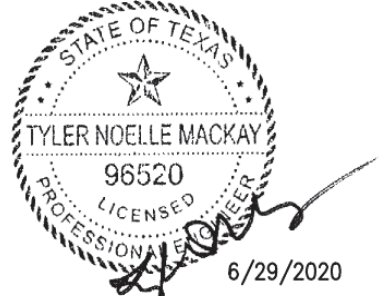
4 TxDOT QUANTITIES
NO SCALE

REFER TO TxDOT STANDARD ELECTRICAL DETAILS [ED(1)-14 TO ED(9)-14] FOR MORE INFORMATION.

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TX REG. ENGINEERING FIRM F-14439
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Texas Department of Transportation

ELECTRICAL PLAN			
VOLUME 3			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	00-000-000		106
STATE	DISTRICT	COUNTY	
TEXAS	DAL	DALLAS	
CONTROL	SECTION	JOB	HIGHWAY NO
0261	02	080	US 67

MAY 2018

ESTIMATE OF QUANTITIES - BY SHEET			
ITEM NO		DESCRIPTION	UNIT
0618	6014	CONDT (PVC) (SCH 40) (3/4")	LF
0618	6023	CONDT (PVC) (SCH 40) (2")	LF
0620	6004	ELECT CONDR (NO.12) INSULATED	LF
0620	6012	ELECT CONDR (NO.4) INSULATED	LF
0628	6151	ELEC SERV TY D 120/240 060(NS)SS(N)PS(U)	EA

3 TxDOT QUANTITIES
NO SCALE

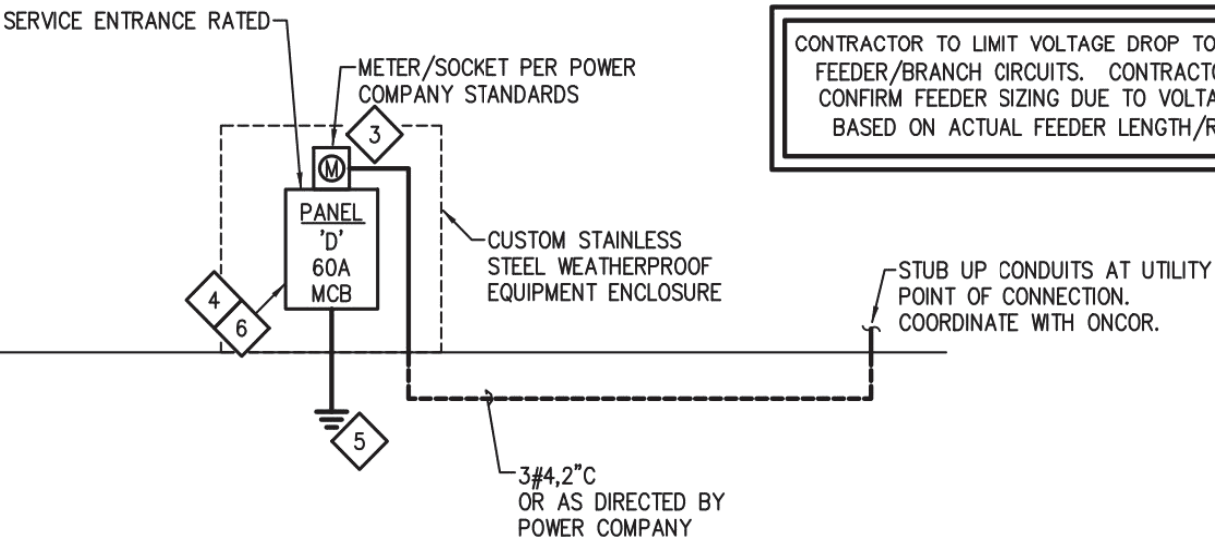
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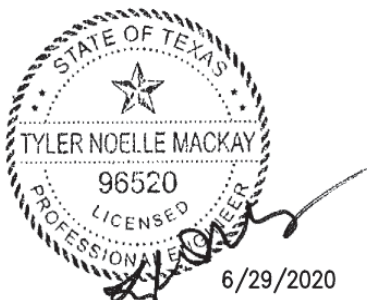
COORDINATE NEW 120/240V 1Ø ELECTRIC SERVICE WITH ONCOR:
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2 ONE-LINE DIAGRAM D
NO SCALE

NOTES BY SYMBOL "◇" / THIS SHEET

- ◇ COORDINATE WITH ONCOR TO DETERMINE POINT OF CONNECTION FOR NEW ELECTRIC SERVICE (ELEC. SERVICE ID INDICATED NEXT TO KEYNOTE). PAY ALL COSTS TO ONCOR, INCLUDING PROVIDING ALL MATERIALS AND LABOR NOTED AS "CUSTOMER FURNISHED", ASSOCIATED WITH NEW 60A 120/240V 1Ø, 3W SERVICE.
- ◇ PROVIDE NEW CUSTOM STAINLESS STEEL WEATHERPROOF EQUIPMENT ENCLOSURE TO HOUSE METER/SOCKET AND PANEL. CONFIRM LOCATION WITH OWNER PRIOR TO ROUGH-IN.
- ◇ PROVIDE METER/SOCKET FOR NEW ELECTRIC SERVICE (REFER TO 'ONE-LINE DIAGRAM D' / THIS SHEET FOR MORE INFORMATION). METER SOCKET TO BE MOUNTED IN WEATHERPROOF EQUIPMENT ENCLOSURE AS SHOWN.
- ◇ PROVIDE NEW 100A RATED 120/240V 1Ø PANEL 'D' WITH A 60A MCB IN CONCORDANCE WITH TxDOT STANDARDS (REFER TO 'ONE-LINE DIAGRAM D' / THIS SHEET FOR MORE INFORMATION). PANEL TO BE MOUNTED IN EQUIPMENT ENCLOSURE AS SHOWN.
- ◇ PROVIDING GROUNDING SYSTEM PER NEC 250. REFER TO 'TYPICAL GROUNDING/BONDING DETAIL' FOR MORE INFORMATION.
- ◇ REFER TO ELEC. SERVICE ID 'GARLAND' ON 'ELECTRICAL SERVICE DATA' TABLE FOR BRANCH CIRCUIT INFORMATION.
- ◇ PEDESTAL MOUNTED IRRIGATION CONTROLLER LOCATED IN THIS AREA. CIRCUIT TO PANEL 'D' (SEE KEYNOTE 6). REFER TO IRRIGATION PLANS FOR 'IRRIGATION CONTROLLER & SENSOR' DETAIL. CONFIRM EXACT LOCATION WITH OWNER PRIOR TO ROUGH-IN.



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TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193824
Job # 86008
DRAWN: J.B.J. DESIGN: J.B.J. QC: T.N.M. APPD: T.N.M.

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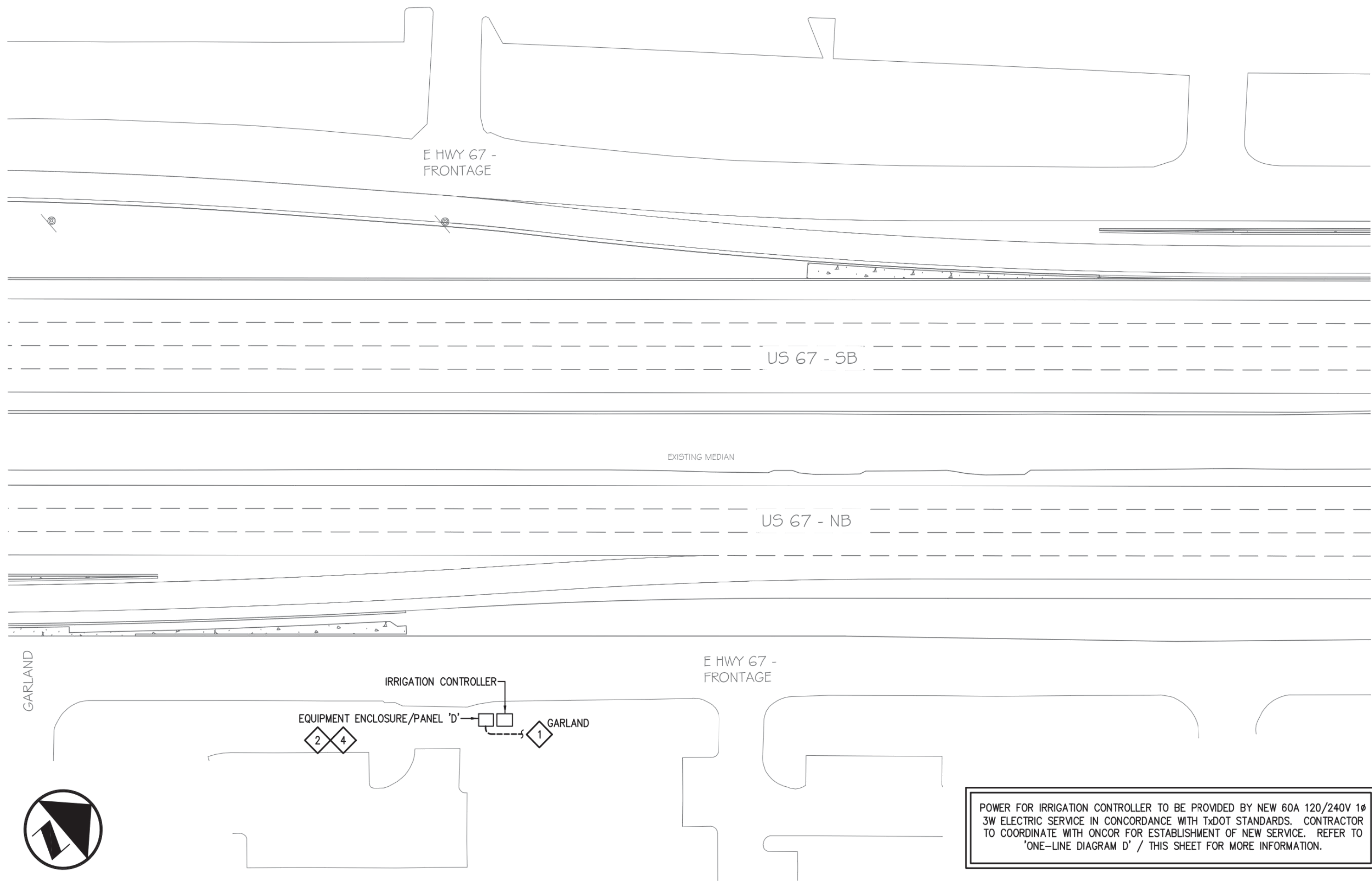
2017
Texas Department of Transportation

ELECTRICAL PLAN

VOLUME 3

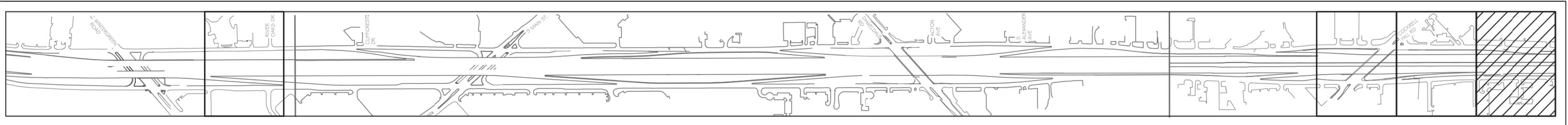
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	00-000-000	107
STATE	DISTRICT	COUNTY
TEXAS	DAL	DALLAS
CONTROL	SECTION	JOB
0261	02	080
		HIGHWAY NO
		US 67

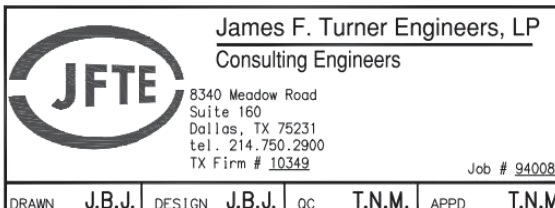
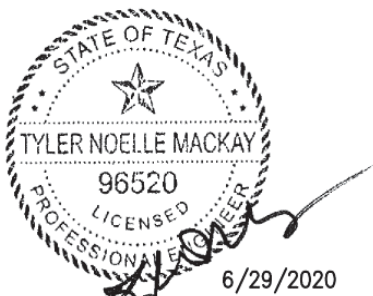
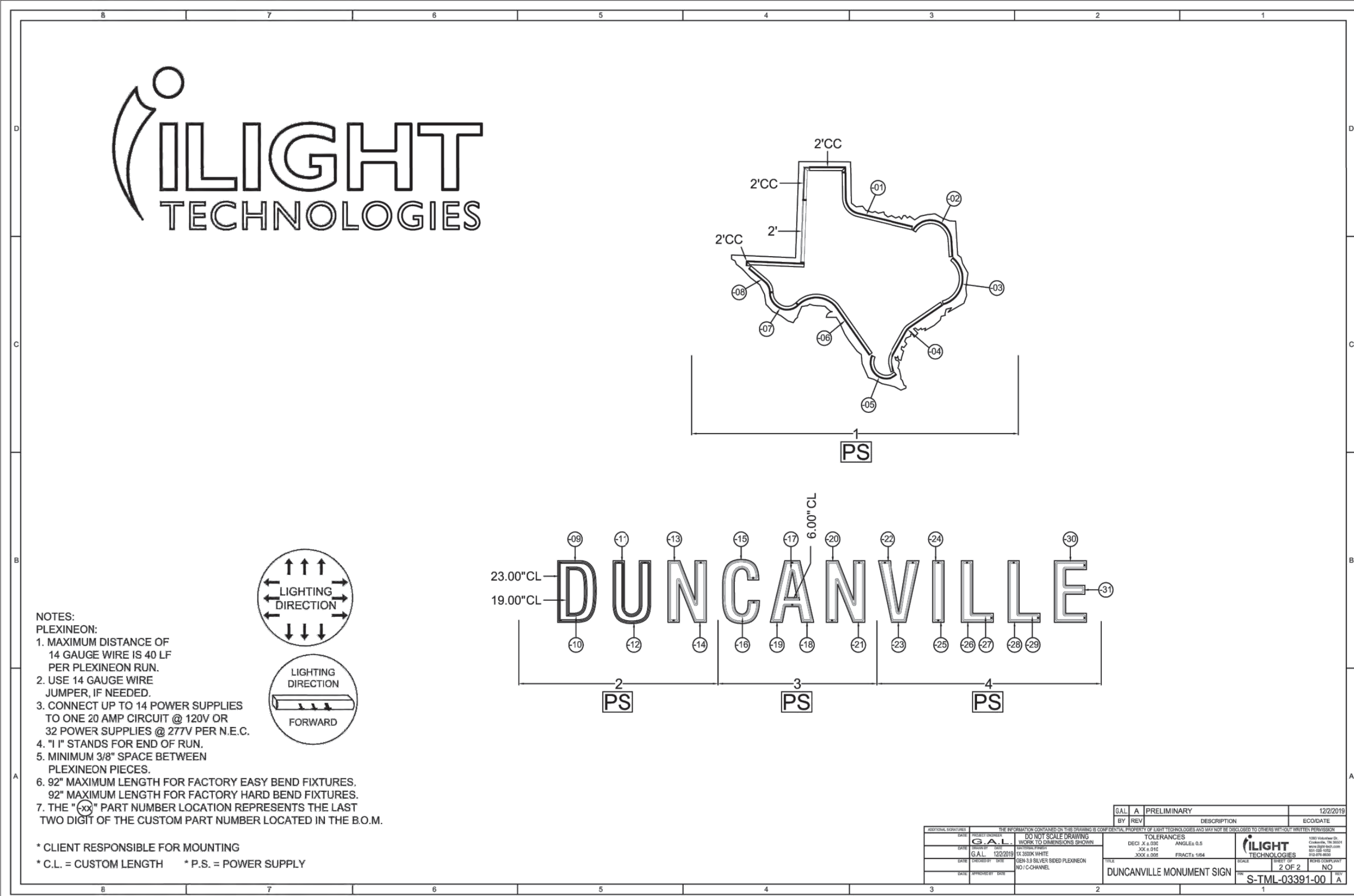
MAY 2018



1 ELECTRICAL PLAN (GARLAND)
1" = 40'-0"

SHEET INDEX MAP
N.T.S.





ELECTRICAL ICON MONUMENT LIGHTING PLAN

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	00-000-000		109
STATE	DISTRICT	COUNTY	
TEXAS	DAL	DALLAS	
CONTROL	SECTION	JOB	HIGHWAY NO
0261	02	080	US 67

4. ELECTRICAL MATERIAL AND EQUIPMENT SHALL HAVE BEEN TESTED AND LISTED OR LABELED AS CONFIRMING TO APPROVED PUBLISHED STANDARDS BY UNDERWRITERS LABORATORIES WHERE SUCH LISTING OR LABELING SERVICE IS AVAILABLE FOR THE CLASS OF MATERIALS OR EQUIPMENT. WHERE APPLICABLE, LISTING OR LABELING SHALL APPLY TO THE COMPLETE ASSEMBLED EQUIPMENT AND NOT TO THE COMPONENTS ALONE.
5. SUBMITTALS:
 - a. ELECTRONIC (PDF) MATERIALS LIST, SHOP DRAWINGS, AND DATA SHEETS SHALL BE SUBMITTED TO THE OWNER'S CONSTRUCTION MANAGER FOR REVIEW. SUBMITTALS SHALL BE MADE AND FAVORABLE REVIEW SECURED BEFORE MATERIAL AND EQUIPMENT IS INSTALLED.
 - b. MATERIALS LIST SHALL INCLUDE FIXTURES, SWITCHGEAR, PANELS, DEVICES, WIREWAYS, LIGHT FIXTURES, AND ALL OTHER SPECIFIED OR UNSPECIFIED STANDARD CATALOGED MATERIALS TO BE USED. THE LIST SHALL INCLUDE MANUFACTURER, MODEL NUMBER, AND OTHER DESCRIPTIVE DATA AS MAY BE REQUIRED TO DETERMINE THE ACCEPTABILITY OF EACH ITEM.
 - c. SHOP DRAWINGS AND DATA SHEETS FOR EQUIPMENT AND SYSTEMS SHALL BE SUBMITTED WHERE REQUIRED IN THE SPECIFICATION FOR THOSE ITEMS. INCLUDE INFORMATION ON EACH COMPONENT, WIRING DIAGRAMS, LAYOUTS, DIMENSIONS AND SUFFICIENT OTHER DATA TO EXIST IN CONFORMANCE WITH THE SPECIFICATIONS AND ACCEPTABILITY OF THE EQUIPMENT OR SYSTEM.
6. PERMITS AND DRAWINGS:
 - a. PERMITS AND INSPECTIONS SHALL BE BY THE GENERAL CONTRACTOR.
 - b. PERMIT SUBMITTALS:
7. ON A SET OF CONTRACT DRAWINGS, KEPT AT THE SITE DURING CONSTRUCTION, MARK ALL WORK THAT IS INSTALLED DIFFERENTLY FROM THAT SHOWN, INCLUDING ANY REVISED CIRCUITRY, MATERIAL, OR EQUIPMENT. UPON CONCLUSION OF WORK, THE OWNER'S CONSTRUCTION MANAGER A SET OF SIGNED AND DATED "AS-BUILT" DRAWINGS.
8. GUARANTEE:
 - a. ALL WORK SHALL BE GUARANTEED FOR A MINIMUM PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY THE OWNER. THE GUARANTEE PERIOD FOR CERTAIN ITEMS (ELECTRIC, PLUMBING, AND MECHANICAL) SHALL BE LONGER THAN FOR OTHER ITEMS.
 - b. SHOULD ANY MALFUNCTION DEVELOP DURING THE GUARANTEE TIME PERIOD DUE TO DEFECTIVE MATERIAL, FAULTY WORKMANSHIP, OR NONCOMPLIANCE WITH PLANS, SPECIFICATIONS, CODES, OR DIRECTIONS OF THE OWNER, ARCHITECT, ENGINEER, OR OTHER CONSULTANT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY LABOR AND MATERIALS TO CORRECT THE MALFUNCTION WITHOUT ADDITIONAL CHARGES.

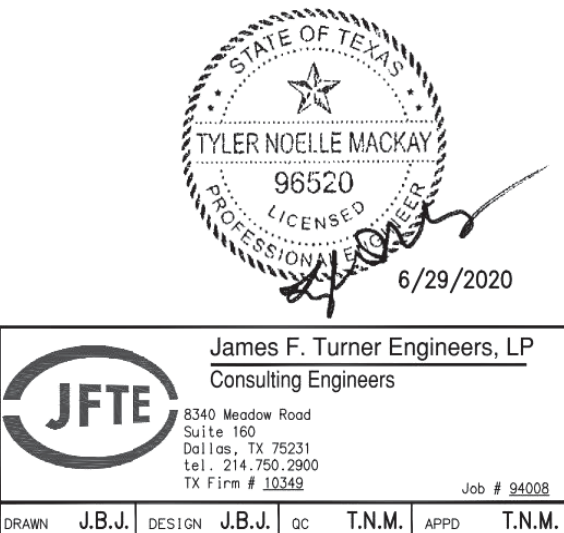
PRODUCTS

- a. PANELBOARDS SHALL BE FACTORY ASSEMBLED CIRCUIT BREAKER TYPE BY SQUARE-D OR EQUAL. THE NUMBER OF POLES, TYPE, VOLTAGE, AND AMPERE RATING SHALL BE AS INDICATED. THE MAIN SERVICE BUSING SHALL BE ALUMINUM.
- b. NEUTRAL WIRES SHALL BE CONNECTED TO A COMMON NEUTRAL BUS WITH BINDING SCREWS OR LUGS. THE NEUTRAL BUS SHALL BE INSULATED FROM THE CABINET. GROUND WIRES SHALL BE CONNECTED TO A COMMON EQUIPMENT GROUND BUS WITH BINDING SCREWS OR LUGS. ALL EQUIPMENT SHALL BE BONDED TO THE CABINET.
- c. CABINETS SHALL BE FLUSH MOUNTED, UNLESS OTHERWISE NOTED. CABINETS SHALL BE CONSTRUCTED OF GALVANIZED STEEL CONFORMING TO UL AND NEC STANDARDS.
- d. FRONTS OF CABINETS SHALL BE NOT LESS THAN 12 GAUGE STEEL, FASTENED WITH SOUTHERN YELLOW PINE SCREWS. ALL DOORS SHALL BE SPRING CLOSING. CABINET FRONTS SHALL HAVE HINGED LOCKABLE DOORS WITH MILLED KEYS (ALL PANELS SHALL BE KEYPED ALIKE) AND CIRCUIT SCHEDULE HOLDERS WITH CLEAR PLASTIC WINDOWS. PROVIDE TYPEWRITTEN SCHEDULE IN HOLDERS AND SUBMIT DRAWINGS FOR RECORD PURPOSES. DOORS SHALL BE FASTENED TO TRIM WITH FULL LENGTH FLUSH HINGES. PANELS SHALL BE SHOP PAINTED WITH 2 COATS OF PRIMER AND A FINISH COAT OF GRAY ENAMEL.
- e. SPECIAL PANELBOARD CONSTRUCTION OR FEATURES SHALL BE AS SHOWN ON DRAWINGS, FOR CIRCUIT BREAKERS, CONTACTORS, AND OTHER EQUIPMENT TO BE INSTALLED. FOR ALL ASSEMBLIES IN A PANELBOARD, REFER TO THE PARAGRAPH WHERE THOSE ITEMS ARE SPECIFIED.
- f. ALL CONDUCTOR TERMINALS AND EQUIPMENT ENCLOSURES SHALL BE UL LISTED FOR USE WITH MINIMUM 75-DEGREE C RATED CONDUCTORS.
- g. FOR MAINTENANTIAL OPERATION, CONDUCTOR, SHORT-LOAD-BALANCING MEASUREMENTS AND MAKE CIRCUIT CHANGES TO BALANCE LOADS DURING PHASES, PERFORM MEASUREMENTS DURING PERIOD OF NORMAL WORKING LOAD. PERFORM LOAD-BALANCING CIRCUIT CHANGES OUTSIDE NORMAL OCCUPANCY/WORKING SCHEDULE OF THE FACILITY. MAKE SPECIAL ARRANGEMENTS WITH OWNER TO AVOID DISRUPTION OF CRITICAL SERVICES. RECHECK LOADS SYMMETRICAL CHANGES DURING NORMAL LOAD PERIOD. RECORD ALL LOAD READINGS BEFORE AND AFTER CHANGES AND SUBMIT TEST RECORDS. DIFFERENCE EXCEEDING 20 PERCENT BETWEEN PHASE LOADS, WITHIN A PANELBOARD, IS NOT ACCEPTABLE -- REBALANCE AND RECHECK LOADS TO MEET REQUIREMENTS.
- h. PANELBOARD DIRECTORY FOR EACH PANEL SHALL BE NEATLY TYPEWRITTEN INDICATING ACTUAL LOAD FOR EACH BRANCH CIRCUIT. REVISE DIRECTORY TO REFLECT CIRCUITING CHANGES TO BALANCE PHASE LOADS.
- i. ALL EXTERIOR MOUNTED PANELS SHALL BE MOUNTED TO EXTERIOR PANEL DOWEL. NAMEPLATE TO BE LAMINATED THREE-LAYER PLASTIC LABEL WITH ENGRAVED BLACK LETTERS ON WHITE CONTRASTING BACKGROUND COLOR.
- j. LEAVE SPARE CIRCUIT BREAKERS IN THE OFF POSITION.
- k. PROVIDE SIGNAGE FOR ALL PANELBOARDS AND SWITCHBOARDS WARNING QUALIFIED PERSONNEL OF POTENTIAL LASH HAZARD AS REQUIRED IN NEC 110.16.
2. CIRCUIT BREAKERS:
 - a. CIRCUIT BREAKERS SHALL BE BY THE SAME MANUFACTURER THAT FURNISHES THE MAIN SERVICE EQUIPMENT AND PANELBOARDS.
 - b. BREAKERS SHALL BE OF THE FOLLOWING TYPE: CLAMP-ON, PUSH-ON, OR PLUG-IN TYPES ARE NOT ACCEPTABLE. REMOVABLE HANDLE TIES AND DUAL, QUAD, OR TANDEM BREAKERS ARE NOT ACCEPTABLE. MOUNTING HARDWARE, ACCESSORIES, FACEPLATES, AND ENCLOSURES SHALL BE PROVIDED AS NECESSARY FOR THE INTENDED APPLICATION.
 - c. SHORT CIRCUIT INTERRUPTING CAPACITY SHALL BE AS INDICATED ON THE PLANS AND SHALL IN NO CASE BE LESS THAN 10,000RMS SYMMETRICAL AMPS AT THE APPLIED VOLTAGE.
 - d. DISCONNECT SWITCHES:
 1. SWITCHES SHALL BE BY SQUARE-D OR EQUAL.
 2. SWITCHES AND ENCLOSURES SHALL BE GENERAL DUTY. THEY SHALL BE EXTERNALLY OPERATED, QUICK-MAKE, BLADE TYPE, OR NUMBERS OF POLES AND RATING INDICATED ON THE REQUIRED LABEL.
 3. ENCLOSURES SHALL BE NEMA 1 FOR DRY, INTERIOR LOCATIONS AND NEMA 3R FOR DAMP, WET, OR EXTERIOR LOCATIONS. FINISH SHALL BE ANSI 61. COVERS SHALL HAVE A DEFEATABLE, INTERLOCK, OPERATING HANDLES SHALL BE PAD-LOCKABLE.
 4. SHORT CIRCUIT WITHSTAND RATINGS SHALL BE 200,000 RMS SYMMETRICAL AMPS.
 - e. SWITCHES SHALL ACCEPT FUSES OF THE RATING AND UL OR NEMA GLASS INDICATED.

- SUBMIT DATA SHEETS OF THE DISCONNECT SWITCHES AS REQUIRED UNDER "SUBMITTALS".
 g. ALL CONDUCTOR TERMINALS AND EQUIPMENT ENCLOSURES SHALL BE UL LISTED FOR USE WITH MINIMUM 75-DEGREE C RATED CONDUCTORS.
 h. MANUFACTURER STARTERS:
 a. WHERE SHOWN ON THE PLANS, FRACTIONAL HORSEPOWER MOTORS SHALL HAVE TOGGLE TYPE MANUAL STARTERS WITH THERMAL OVERLOAD PROTECTION IN EACH PHASE. WHERE THE MOTOR IS OUT OF SIGHT OF THE SWITCH PROVIDE A PILOT SWITCH AND COVER FOR EACH PHASE.
 b. SUBMIT DATA ON STARTERS AS REQUIRED UNDER "SUBMITTALS".
 i. SNAP SWITCHES:
 a. GENERAL USE SNAP SWITCHES SHALL BE TOGGLE HANDLE, QUIET OPERATING, PREMIUM OR HEAVY DUTY SPECIFICATION GRADE, UL LISTED AND VERIFIED TO MEET FEDERAL SPECIFICATION W-5-896-D AND NEMA HEAVY DUTY TESTS. COLOR SHALL BE WHITE.
 b. ALL SWITCHES SHALL BE RATED 120/277 VOLTS. FOR THE 20 AMP SIZE, HP RATING SHALL BE 1 FOR 120V AND 2 FOR 240V.
 c. SWITCHES SHALL BE AS LISTED BELOW:
 1. 20A, 20A SPST - HUBBELL LENTON 1221, OR EQUIVALENT QUALITY AS THOSE LISTED ABOVE.
 d. SWITCHES REQUIRED BUT NOT LISTED SHALL HAVE P&S VOLTAGE AND QUALITY AS THOSE LISTED ABOVE.
 e. RECEPTACLE OUTLETS:
 a. RECEPTACLE OUTLETS SHALL BE STANDARD NEMA CONFIGURATION, GROUNDING TYPE.
 b. GENERAL CONVENIENCE OUTLETS SHALL BE 20 AMP, 125 VOLT, 2 POLE, 3 WIRE GROUNDING. OUTLETS SHALL BE UL LISTED AND VERIFIED TO MEET FEDERAL SPECIFICATION W-C-595-C AND NEMA HEAVY DUTY PERFORMANCE TESTS.
 c. SPECIALTY OUTLETS: RECEPTACLE FRISTS SHALL BE COLOR AS SPECIFIED BY ARCHITECT.
 d. OUTLETS SHALL BE AS LISTED BELOW. (NUMBERS DO NOT INCLUDE COLOR DESIGNATION OR OPTIONS).
 d.a. 20A CONVENIENCE - HUBBELL 5352T, LENTON 5362, OR P&S 5362.
 e. RECEPTACLE OUTLETS FOR POS SYSTEMS (WHERE APPLICABLE) SHALL BE TYPE NEMA 5-15R SINGLE OR DUPLEX ISOLATED GROUND AS INDICATED ON PLANS.
 f. SPECIALTY OUTLETS: RECEPTACLE FRISTS SHALL BE STANDARD NEMA CONFIGURATION FOR THE APPLICATION SHOWN AND SHALL BE OF EQUIVALENT GRADE AND QUALITY TO THOSE LISTED ABOVE. AN APPROVED CORD CAP AND PLUG SHALL BE FURNISHED WITH EACH RECEPTACLE OUTLET EXCEPT GENERAL CONVENIENCE TYPE. PLUG SHALL BE OF THE SAME GRADE, QUALITY, AND MANUFACTURER AS THE OUTLET.
 g. DEVICE AND BOX COVER PLATES:
 a. PROVIDE A PLATE FOR EACH OUTLET, RECEPTACLE, SWITCH, DEVICE, AND BOX.
 b. PLATES FOR FLUSH INTERIOR GENERAL USE SHALL BE PLASTIC, COLOR PER ARCHITECT. PLATES FOR THE KITCHEN, SERVICE, GALLERY, AND STORAGE AREAS SHALL BE STAINLESS STEEL.
 c. ALL PLATES FOR EXTERIOR USE SHALL BE LISTED AND LABELED "SUITABLE FOR WET LOCATION WHILE IN USE".
 d. GANGED DEVICES SHALL HAVE GANG PLATES EXACTLY MATCHING THE ARRANGEMENT AND QUALITY OF THE DEVICE.
 e. SPECIAL PLATES, ENGRAVING, OR APPLICATION SHALL BE AS INDICATED ON THE DRAWINGS OR OTHERWISE SPECIFIED.
 f. ALL ELECTRICAL OUTLETS AND LIGHTING CIRCUITS ARE TO BE PROPERLY IDENTIFIED WITH LABEL INDICATING PANEL AND CIRCUIT NUMBER, LOCATED ON BACK SIDE OF EACH COVER PLATE.
 g. OUTLET AND JUNCTION BOXES:
 a. THE SIZE OF EACH OUTLET OR JUNCTION BOX SHALL BE DETERMINED BY THE NUMBER AND SIZES AND CONDUTS ENTERING THE BOX, PER NEC, BUT SHALL NOT BE LESS THAN 4-INCH SQUARE AND 1-1/2 INCHES DEEP UNLESS OTHERWISE NOTED.
 b. OUTLET AND JUNCTION BOXES FOR WIRING SHALL BE GALVANIZED, OR ONE-PIECE PRESSED OR WELDED STEEL, KNOCKOUT TYPE, EXCEPT WHERE OTHER TYPES OF BOXES ARE INDICATED OR SPECIFIED, IN MASONRY OR CONCRETE CONSTRUCTION, WATERPROOF BOXES MANUFACTURED FOR THAT PURPOSE SHALL BE USED. PLASTIC, FIBER, OR COMPOSITION BOXES WILL NOT BE PERMITTED.
 c. OUTLET AND JUNCTION BOXES FOR WIRING EXTERIOR USE SHALL BE CAST BOXES, CRUISE-HINDS FS TYPE, OR APPROVED EQUIVALENT.
 d. CONDENSES AND FITTINGS:
 a. STANDARD WEIGHT RIGID METAL CONDUIT SHALL BE HOT DIPPED GALVANIZED. ALL FITTINGS AND SCHEDULE 40 SOFT SWEAD THREAD TYPE: COUPLINGS, LOCKWATS, BUSHINGS, ETC., SHALL BE HOT DIPPED GALVANIZED.
 b. ELECTRICAL METALLIC TUBING (EMT) SHALL BE GALVANIZED. COUPLINGS AND CONNECTORS SHALL BE GALVANIZED. FITTINGS SHALL BE COMPRESSION TYPE WITH GLAND SEALING RINGS OR SET SCREW TYPE.
 c. EMT SHALL BE AVAILABLE FOR USE WITH STEEL OR ALUMINUM, WHERE USED IN DAMP OR WET LOCATIONS, FLEXIBLE CONDUIT SHALL BE OF THE LIQUID-TIGHT TYPE WITH OUTER NEOPRENE JACKET AND SUTABLE LIQUID-TIGHT FITTINGS.
 d. RIGID NONMETALLIC CONDUIT SHALL BE PVC SCHEDULE 40, UL APPROVED.
 e. WIRE AND CABLE:
 a. WIRE SHALL BE AVAILABLE FOR USE ON SYSTEMS OF 50 VOLTS TO 600 VOLTS SHALL BE 600 VOLT RATED TYPE THW OR THHN FOR BRANCH CIRCUITS. FEEDERS SHALL BE THHN.
 b. WIRE AND CABLE FOR USE ON SYSTEMS OF 50 VOLTS SHALL BE 300 VOLT PVC INSULATED AND SUITABLE FOR THE CLASS OF WIRING EXCEPT AS OTHERWISE INDICATED OR SPECIFIED.
 c. ALL CONDUCTORS SHALL BE COPPER.
 d. MC CABLE MAY BE USED WHERE ALLOWED BY CODE AND AUTHORITY HAVING JURISDICTION. APPLICATIONS ALLOWED SHALL BE LIMITED TO RIGID CONCEALED AREAS WITHIN OFIT OF CONDUIT, TRIPLETS, AS WELL AS LIGHTING WHIPS, AND CONNECTIONS TO EQUIPMENT SUBJECT TO VIBRATION. IT SHALL BE LISTED FOR THE ENVIRONMENT IT IS INSTALLED IN. MC CABLE SHALL CONFORM TO REQUIREMENTS OF NFPA 70 (NEC) TYPE MC CABLE SHALL BE RUTHINE APPROVED EIGHT AND HAVE COPPER CONDUCTORS AND GREEN INSULATED GROUNDING CONDUCTOR.
 e. LIGHTING FIXTURES AND LAMPS:
 a. FIXTURES SHALL BE COMPLETE WITH ALL REQUIRED ACCESSORIES AND EQUIPMENT, INCLUDING LAMPS, NECESSARY FOR A COMPLETE INSTALLATION. CONTRACTOR SHALL REMOVE, DISASSEMBLE, AND INSTALL FIXTURES INDICATED AS BEING FURNISHED BY OTHERS.
 b. VERIFY THE CEILING OR WALL CONSTRUCTION, VOLTAGE, AND THE MOUNTING REQUIREMENTS OF EACH FIXTURE AND PROVIDE PLASTER FRAMES, SPECIAL FLOOR OR CONCRETE, OR OTHER SPECIAL BRACKETS, ADAPTERS, HANGERS, STEMS, CANOPIES, SPECIAL BALLASTS OR LENSES, AND OTHER MATERIALS NECESSARY TO PROPERLY PURCHASE AND MOUNT THE FIXTURE.
 c. SUBMIT SHOP DRAWINGS ON ALL FIXTURES AS REQUIRED UNDER "SUBMITTALS". "SHOP DRAWINGS" MAY BE CATALOG DATA SHEETS IF COMPLETE INFORMATION INCLUDING MOUNTING HARDWARE IS SHOWN AND IDENTIFIED. SHOP DRAWINGS SHALL INCLUDE MOUNTING DETAILS AND SHOP COMPATIBILITY WITH THE CEILING OR OTHER EQUIPMENT.
 d. NAMEPLATES AND LABELS:
 a. NAMEPLATES SHALL BE PROVIDED FOR CIRCUIT BREAKERS IN THE MAIN SWITCHBOARD, DISCONNECT SWITCHES, AND TO IDENTIFY EACH PANELBOARD AND SIMILAR ITEMS WHICH ARE FURNISHED OR INSTALLED UNDER THIS SECTION.
 b. NAMEPLATES SHALL BE ENGRAVED LAMINATED PLASTIC WITH CHARACTERS CUT THROUGH THE BLACK TOP LAYER TO WHITE LAYER BELOW.
 c. PHOTO ELECTRIC SWITCHES
 a. PHOTO ELECTRIC SWITCHES AND PHOTO CONTROLLERS SHALL BE HOMEWELL. TYPE OF MOUNTING, POLES, VOLTAGE, WATTAGE RATING, AND ARRANGEMENT SHALL BE AS SHOWN ON PLANS.
 b. SUBMIT SHOP DRAWINGS AS REQUIRED UNDER "SUBMITTALS". CATALOG SHEETS WILL BE ADEQUATE IF ALL INFORMATION IS SHOWN.
 c. TIME SWITCHES
 a. TIME SWITCHES SHALL BE TORK. TYPE OF MOUNTING, POLES, VOLTAGE, AMPACITY, AND ARRANGEMENT SHALL BE AS SHOWN ON DRAWINGS OR REQUIRED BY CONDITIONS. TIME SWITCHES CONTROLLING LIGHTING SHALL HAVE SPRING WOUND MOTOR AND ANY OTHER FEATURES SHOWN ON THE PLANS OR REQUIRED FOR PROPER OPERATION.
 b. ENCLOSURES SHALL BE NEMA 1 FOR INTERIOR, DRY LOCATIONS.

EXHIBIT A

- a. MAGNETIC MOTOR STARTERS:
- b. MOTOR STARTERS SHALL BE HORSEPOWER RATED NON-REVERSING, FULL VOLTAGE OF TYPE REQUIRED BY MOTOR WITH OVERLOAD THERMAL PROTECTION.
16. c. SUBMIT SHOP DRAWINGS AS REQUIRED UNDER "SUBMITTALS".
17. d. "RELAYS FOR MOTOR CONTROL SHALL BE HEAVY-DUTY INDUSTRIAL TYPE, MAGNETICALLY HELD, WITH BOTH NORMALLY OPEN AND CLOSED CONTACTS.
18. e. SUBMIT SHOP DRAWINGS AS REQUIRED UNDER "SUBMITTALS".
- EXCLOSURE
1. INSTALLATION AND CONNECTION OF ELECTRICAL EQUIPMENT:
- a. EQUIPMENT FURNISHED BY OTHERS SHALL BE COMPLETELY CONNECTED TO THE ELECTRICAL SYSTEM EXCEPT AS NOTED ON THE DRAWINGS. ALL FUSES, BREAKERS, AND DISCONNECTS SHALL BE PROVIDED AS NECESSARY FOR PROPER PROTECTION. PROVIDE FLEXIBLE CONDUIT, BUSHINGS, FITTINGS, RECEPTABLES, WIRING, PLUGS, AND OTHER MATERIAL REQUIRED FOR PROPER INSTALLATION. REFER TO MANUFACTURER'S DIRECTIONS WHERE APPLICABLE.
2. WORK ON HVAC AND PLUMBING SYSTEMS:
- a. COMPLETE ALL POWER CIRCUITS, LIGHTING FIXTURES, SWITCHES, DISCONNECTS, WIRE AND CONDUIT, OUTLETS AND CONNECTIONS TO HVAC AND PLUMBING EQUIPMENT SHALL BE PROVIDED UNDER THIS SECTION.
- b. STARTERS AND CONTROLLERS SHALL BE PROVIDED UNDER THIS SECTION EXCEPT WHERE PART OF A PACKAGE UNIT OR PANEL SPECIFIED IN DIVISION 15.
- c. ALL PLUMBING CONDUIT, WIRING, INTERLOCK WIRE, RECEPTABLES, WIRING, VOLTAGE, AND CONDUITS FOR SAME, WILL BE WIRED AND CONNECTED UNDER THIS SECTION.
3. INSTALLATION OF CONDUIT:
- a. STANDARD WEIGHT RIGID METAL CONDUIT SHALL BE USED WHERE EXPOSED TO THE WEATHER, AND WHERE REQUIRED BELOW CONCRETE SLAB, IN CONCRETE OR MASONRY CONSTRUCTION IN CONTACT WITH EARTH, AND WHERE SHOWN ON THE PLANS.
- b. GALVANIZED STEEL ELECTRICAL METALLIC TUBING SHALL BE USED IN ABOVE GROUND, INTERIOR, DRY LOCATIONS PROTECTED FROM WEATHER AND PHYSICAL DAMAGE. IT MAY BE USED IN CONCRETE OR MASONRY CONSTRUCTION NOT IN CONTACT WITH EARTH.
- c. "FLEXIBLE METALLIC CONDUIT "M" SHALL BE USED WHERE SHOWN ON THE PLANS AND TO CONNECT CONDUIT SYSTEMS TO MOTORS, DIRECT WIRE AND VIBRATING EQUIPMENT AND AS A FINAL CONNECTION TO LIGHTING FIXTURES (6" MAX) IN CEILINGS. IT CANNOT BE USED AS A WIRING SYSTEM INSTEAD OF EMT IN INTERIOR WALLS ONLY (DRY FRAME OR STUD CONSTRUCTION).
- d. LIQUIDTIGHT FLEXIBLE METAL CONDUIT SHALL BE USED FOR FINAL ELECTRICAL CONNECTIONS TO ROOF TOP OR OTHER EQUIPMENT EXPOSED TO THE ENVIRONMENT.
- e. RIGID NONMETALLIC CONDUIT MAY BE USED FOR ALL UNDERSLAB OR UNDERGROUND CONDUIT. PLACE OF STAIRWELL RIGID METAL AND WHERE SPECIFICALLY SPECIFIED, ALL RUNS OF RIGID NONMETALLIC CONDUIT SHALL CONTAIN A SEPARATE GREEN GROUND WIRE ADEQUATELY SIZED FOR SERVICE INTENDED, WHERE REQUIRED TO CONTINUE ABOVE SLAB, STUD NONMETALLIC CONDUIT 6" ABOVE SLAB THEN TERMINATE AT THE SERVICE ENTRANCE.
- f. ALL RIGID STEEL CONDUIT INSTALLED IN THE GROUND SHALL BE WRAPPED WITH HUNT'S PROCESS NO. 3, PVC COATED OR ENCASED IN 3" CONCRETE ON ALL SIDES.
- g. THE MINIMUM SIZES OF CONDUIT SHALL BE CODE SIZE FOR THE NUMBER AND SIZE OF CONDUCTORS, UNLESS A LARGER SIZE IS SHOWN, IN WHICH CASE SUCH LARGER SIZE SHALL BE USED.
- h. ALL FINAL CONNECTIONS TO MOTORS SHALL BE FLEXIBLE METAL CONDUIT AND AS SHOWN ON DRAWINGS.
- i. WHERE PORTIONS OF RACEWAYS OR SLEEVES ENTER AREAS SUCH AS COLD STORAGE WHERE THERE IS A RISK OF CONDENSATION, THE PORTION OF A BUILDING, THE RACEWAY OR SLEEVE SHALL BE FILLED WITH AN APPROVED MATERIAL TO PREVENT THE CIRCULATION OF WARM AIR TO A COOLER SECTION OF THE RACEWAY OR SLEEVE.
4. INSTALLATION AND CONNECTION OF WIRING:
- a. TO USE CONDUCTOR/FLEX CONDUIT OR RWEAY CABLE WILL BE PERMITTED.
- b. ALL WIRING SHALL BE INSTALLED IN CONDUIT, RIMWAYS, OR GUTTERS, EXCEPT WHERE OTHER RACEWAY SYSTEMS OR METHODS ARE SPECIFICALLY SHOWN.
- c. CLEAN OUT AND DRY ALL CONDUIT AND WIREWAYS BEFORE PULLING ANY WIRES. USE NO LUBRICANT EXCEPT AS RECOMMENDED BY THE WIRE OR CABLE MANUFACTURER.
- d. MAKE ALL CONNECTIONS AND SPLICES NECESSARY TO PROPERLY COMPLETE THE ELECTRICAL WIRING. CONNECTIONS AND SPLICES SHALL BE MADE ONLY IN PULL, JUNCTION, OR OUTLET BOXES, OR IN SWITCHBOARDS, WIREWAYS, OR PANELS HAVING SURFACES OF CODE SIZED GUTTER SPACE, CONNECTIONS AND SPLICES IN WIRES SMALLER THAN NO. 6 AWG SHALL BE MADE WITH SPRING TYPE CONNECTORS, AND N WIRES NO. 6 AWG AND LARGER SHALL BE MADE WITH COMPRESSION, VISE TYPE, OR SPILT BOLT SOLDERLESS CONNECTORS, INSULATED AND TAPED.
- e. FOR THE PROTECTION OF THE WIRE, WIRE CONNECTIONS SHALL BE SOLDERED ONLY, NO SOLDERLESS CONNECTIONS WILL BE ALLOWED. WIRE NUT CONNECTIONS AFTER SOLDERING.
5. TELEPHONE SYSTEM:
- a. FURNISH AND INSTALL COMPLETE CONDUIT AND TERMINAL SYSTEM FOR TELEPHONE SERVICE AS INDICATED ON DRAWINGS.
- b. INSTALL A 1/8-INCH POLYETHYLENE PULL-IN WIRE IN EACH CONDUIT RUN.
- c. TELEPHONE WALL OUTLETS SHALL BE 4-11/16 INCH SQUARE BY 2-1/8 INCH DEEP METAL BOXES, WITH PLASTER RING AND SINGLE BUSHED OUTLET FLUSH TELEPHONE PLATE.
- d. FURNISH AND INSTALL 3/4-INCH CONDUIT FROM THE TELEPHONE EQUIPMENT ROOM MAIN TELEPHONE BACKBOARD TO NEAREST ACCESSIBLE COLD WATER GROUND. *THIS CONDUIT SHOULD BE TERMINATED IN SUCH A MANNER THAT ACCESS TO GROUNDING SERVICE MAY BE HAD AT ANY TIME IN THE FUTURE. -PER NEC 250 & NEC 800
6. GROUNDING:
- a. MECHANICAL AND ELECTRICAL CONTACT AT ALL POLES, PANELBOARDS, SWITCHBOARDS, OUTLET BOXES, JUNCTION BOXES, AND WHEREVER THE CONDUIT RUN IS CONNECTED, PERMANENTLY AND EFFECTIVELY GROUND ALL CONDUIT, FIXTURES, MOTORS, AND OTHER EQUIPMENT AS REQUIRED BY ALL APPLICABLE CODES.
7. CLEANING AND PROTECTION OF PRODUCTS AND PREMISES:
- a. AT FREQUENT INTERVALS DURING THE TIME OF CONSTRUCTION, THE CONTRACTOR SHALL CLEAN UP AFTER HIS WORK AND REMOVE HIS DEBRIS FROM THE PREMISES, LEAVING THE BUILDING AND GROUNDS CLEAN TO THE OWNER'S SATISFACTION.
- b. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL MATERIALS, EQUIPMENT, AND PROPERTY, WHETHER ELECTRICAL OR NOT, FROM DAMAGE AS A RESULT OF HIS WORK.
8. CHECKING AND TESTING OF EQUIPMENT AND SYSTEMS:
- a. "WIRING DISCONNECTS, OR SHOP DRAWINGS SHALL BE INSPECTED FOR PROPER OPERATION.
- b. SYSTEMS SHALL BE TESTED FOR SHORT CIRCUITS, OPEN CIRCUITS, AND WRONG CONNECTIONS AND SHALL BE FREE FROM MECHANICAL AND ELECTRICAL DEFECTS.
- c. TESTING SHALL BE TESTED FOR PROPER WIRING, WIRING, AND GROUND CONNECTIONS.
9. TEMPORARY CONSTRUCTION POWER TO TELEPHONE:
- a. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL LABOR, COST, AND MATERIALS REQUIRED FOR INSTALLATION AND MAINTENANCE OF TEMPORARY CONSTRUCTION POWER AND TELEPHONE. CONSTRUCTION POWER SHALL BE MINIMUM OF 100A, 120 VOLT, 3-PHASE, 4-WIRE, 200 AMP, 208 VOLT, 50A, 208V, 2P, 4W GROUNDING RECEPTACLE AND FOUR 120V, 20A, 1P RECEPTABLES.
10. SUBSTITUTIONS:
- a. ALTERNATIVE MANUFACTURER'S WILL BE CONSIDERED FOR ELECTRICAL DEVICES, SWITCHES, OUTLETS, ETC. NOT PROVIDED BY OWNER.
- b. ALL DATA SHEETS, OR SHOP DRAWINGS SHALL BE SUBMITTED TO THE CONSTRUCTION MANAGER FOR ALL ALTERNATIVE MANUFACTURED EQUIPMENT AS REQUIRED IN "SUBMITTALS".



ELECTRICAL SPECIFICATIONS

VOLUME 3

FED. RD. DIV NO. 6	FEDERAL AID PROJECT NO. 00-000-000		SHEET NO. 110
STATE TEXAS	DISTRICT DAL	COUNTY DALLAS	
CONTROL 0261	SECTION 02	JOB 080	HIGHWAY NO US 67

EXHIBIT A

Contract No. 18-0XXF6002

Attachment B
Local Entity's Final Gateway Monument Proposal



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Consider a Resolution authorizing a Cooperative Purchase of Secure Plan Services from Knight Security Systems LLC. using the Texas Department of Information Resources (DIR) Contract DIR-CPO-4494 in an amount not to exceed \$58,860.36.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **6. Become a “best-practices” organization**
 - **Goal 3: Project a credible organizational image, embodying professionalism, compassion, inclusivity, and pride; own our customers’ experiences and exceed their expectations.**

STAFF RESPONSIBLE:

Tracy R Beekman, IT Director

Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The City has, every year, newly installed or replaced outdated or dead security cameras and access control devices in various buildings and parks throughout the City. With the sizeable investment we have made it is important to maintain this equipment to keep it in good working order. To help facilitate this endeavor the City uses the Secure Plan service from Knight Security. Secure Plan is a service offered by Knight Security which provides for warranty work for all of our security system equipment. Along with this warranty, Knight Security proactively monitors our systems watching for device failures often times knowing about a problem before we do. With Secure Plan, device repair or replacement and labor or travel costs are included with the service. The City also receives priority dispatch with guaranteed same-day response. This will be our second year on Secure Plan with Knight Security.

POLICY EXPLANATION:

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

FUNDING SOURCE:

FY21 Information Technology Budget

Contract Log #:

1121

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the purchase of Secure Plan services from Knight Security Systems LLC. using the Department of Information Resources Contract, DIR-CPO-4494 in an amount up to \$58,860.36.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2020-091 - Secure Plan with Knight Security Annual Renewal](#)
[SAMS-KNIGHT SECURITY-2021](#)
[DIR-CPO-4494, Contract Detail](#)

RESOLUTION NO. 2020-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASE OF SECURE PLAN SERVICES FROM KNIGHT SECURITY SYSTEMS LLC. USING THE DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT DIR-CPO-4494 IN AN AMOUNT NOT TO EXCEED \$58,860.36; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has added security and access control systems in various locations throughout the City; and

WHEREAS, the Texas Department of Information Resources has competitively solicited proposals for security system service and maintenance; and

WHEREAS, the Texas Department of Information Resources has evaluated the proposals and awarded contract #DIR-CPO-4494 to Knight Security Systems, LLC.

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

SECTION 1. The City of Duncanville, Texas hereby awards a bid and approves the execution of an agreement for the procurement of Secure Plan services from Knight Security Systems, LLC. in an amount not to exceed \$58,860.36.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the 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 17th day of November, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Proposal: 18783-1-0

City of Duncanville SecurePlan



Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued:
10/21/2020

Proposal Valid To:
11/20/2020

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Prepared for:

City of Duncanville

City Hall, 203 E. Wheatland Rd
Duncanville TX, 75116

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W
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DESCRIPTION

CLIENT INFORMATION

Name: City of Duncanville

Site

City Hall, 203 E. Wheatland Rd
Duncanville, TX 75116

Billing

203 E Wheatland Road
Duncanville, TX 75116

Contact

P
E

PROJECT NAME: City of Duncanville SecurePlan

PROJECT SCOPE

DIR-CPO-4494

Knight Security Systems (KSS) will provide SecurePlan for the city of Duncanville for both video and access control throughout the city.

Current Annual Renewals / Additions

Quantity	Description	Rate	Amount
<i>104277 - Access Control - City of Duncanville - City Hall/Jail - 203 E Wheatland Rd., Duncanville, TX</i>			
1.00	Secure Plan Premium Service Level Agreement 10/01/2020 - 09/30/2021 Agreement #12972-2; Add New Intercom for Law Enforcement Gate	\$11.00	\$132.00
1.00	Secure Plan Premium Service Level Agreement 10/01/2020 - 09/30/2021 Agreement 12972-1; Add New Intercom for Law Enforcement Gate	\$27.00	\$324.00
<i>104277 - Video Surveillance - City of Duncanville - Alexander Park - 715 S. Alexander Ave, Duncanville, TX</i>			
1.00	Secure Plan Premium Service Level Agreement 10/01/2020 - 09/30/2021 Agreement # 12968-1; Camera Add	\$91.08	\$1,092.96
1.00	Hosted Video Management Service and Storage 10/01/2020 - 09/30/2021 Agreement # 12968-1; Camera Add	\$264.00	\$3,168.00
<i>104277 - Video Surveillance - City of Duncanville - Armstrong Park - 100 James Collins Blvd, Duncanville, TX</i>			
1.00	Secure Plan Premium Service Level Agreement 10/01/2020 - 09/30/2021 Agreement 13218-1; Additional Camera - Armstrong Park	\$39.08	\$468.96

104277 - Video Surveillance - City of Duncanville - City Hall/Jail - 203 E Wheatland Rd., Duncanville, TX

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1.00	Secure Plan Premium Service Level Agreement 10/01/2020 - 09/30/2021 Agreement 12928-1; Video Upgrade - City Hall	\$509.08	\$6,108.96
1.00	Secure Plan Premium Service Level Agreement 10/01/2020 - 09/30/2021 Agreement 9818-1; Video Upgrade for PD	\$658.92	\$7,907.04

104277 - Video Surveillance - City of Duncanville - North Main Pump Station - 1110 N Main St. , Duncanville, TX

1.00	Secure Plan Premium Service Level Agreement 10/01/2020 - 09/30/2021 Agreement # 13235-1; Main Pump Station - Video	\$524.92	\$6,299.04
1.00	IP Alarm Monitoring incl 300s line supervision 10/01/2020 - 09/30/2021 Agreement # 13235-1;	\$28.00	\$336.00
1.00	Main Pump Station - Video Digital Alarm Monitoring up to 64 zones incl timer 10/01/2020 - 09/30/2021 Agreement # 13235-1; Main Pump Station - Video	\$24.00	\$288.00

Genetec - SP - Video Surveillance - City of Duncanville - Field House - 1700 South Main Street, Duncanville, TX

1.00	Secure Plan Premium Service Level Agreement 10/01/2020 - 09/30/2021 Agmt #13221-1 Additional Camera Add	\$149.44	\$1,793.28
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Integrated - Integrated ACS VMS - City of Duncanville - City Hall/Jail - 203 E Wheatland Rd., Duncanville, TX

1.00	Secure Plan Premium Service Level Agreement 10/01/2020 - 09/30/2021 Agreement #12709-1 Secure Plan Premium - Video & Access	\$2578.51	\$30,942.12
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Finance

Purchaser hereby agrees to pay KSS the following terms:

- The Customer is required to pay every invoice in full within 30 days of receiving the invoice.
- Project Milestones and Invoicing Procedures
- The balance is due 30 days from receipt of invoice
- Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and

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Conditions.

2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Final Location of all equipment to be approved by owner prior to start of installation.
5. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
6. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
7. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

PROJECT INVESTMENT

City of Duncanville - SecurePlan Renewal 10-01-2020 - 09-30-2021

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	58860.36

Investment Summary

Total Proposal Amount \$0.00
Annual Recurring \$58,860.36

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$0.00**

The price above includes: material, equipment and labor as described within this proposal.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems is hereby authorized to perform the work as specified.

KNIGHT SECURITY SYSTEMS

City of Duncanville

By: <u>Reggie Hernandez</u>	By: _____
Signature	Signature
Sales Rep	
Title	Title
Reggie Hernandez	
Print Name	Print Name

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

TERMS & CONDITIONS

SEE PURCHASING CONTRACT DIR-CPO-4494 FOR TERMS AND CONDITIONS.

Web Access:

<https://www.dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-CPO-4494>

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10/21/2020 | **Proposal # 18783-1-0** | City of Duncanville SecurePlan

Client Initials: _____



SAM Search Results
List of records matching your search for :

Search Term : KNIGHT SECURITY SYSTEMS, LLC*
Record Status: Active

ENTITY	KNIGHT SECURITY SYSTEMS, LLC	Status: Active
DUNS: 106777972	+4:	CAGE Code: 64UV1 DoDAAC:
Expiration Date: 07/14/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 10105 TECHNOLOGY BLVD W STE 100		
City: DALLAS	State/Province: TEXAS	
ZIP Code: 75220-4384	Country: UNITED STATES	

11/9/2020

DIR-CPO-4494, Contract Detail

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**Texas Department of
Information Resources**

knight security

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you're looking for?



Home / All Contracts & Services / Contract Detail

Knight Security Systems, LLC

Vendor ID

1203186490800

URL

[Vendor Website](#)

HUB Type

Non HUB

DIR Contract Number

DIR-CPO-4494

Contract Term End Date

8/28/2022

Contract Exp Date

8/28/2025

Contact Knight Security Systems, LLC

Contact

[Bob Minchew](#)

Phone

5128928801

Fax

(512) 891-0283

Contact DIR

Contact

[Tequila Jackson](#)

Phone

(512) 463-3374

Fax

(512) 475-4759

Contract Overview

Knight Security Systems, LLC offer Products and Related Services for Surveillance, Security and Monitoring. Customers can purchase directly through this contract. DIR contracts may be used by state and local governments, public education, other public entities in Texas, as well as public entities outside of the state. Subcontractors and one reseller are available on this contract, some of which are HUB.

Contract Documents

- [DIR-CPO-4494 Contract PDF \(783.09KB\)](#)
- [DIR-CPO-4494 Appendix A Standard Terms and Conditions PDF \(536.1KB\)](#)
- [DIR-CPO-4494 Appendix B HUB Subcontracting Plan PDF \(1.56MB\)](#)
- [DIR-CPO-4494 Appendix C Pricing Index PDF \(229.28KB\)](#)
- [DIR-CPO-4494 Appendix D Service Agreement Template DOCX \(34.71KB\)](#)

11/9/2020

DIR-CPO-4494, Contract Detail

- [DIR-CPO-4494 RFO DIR-CPO-TMP-443 PDF \(8.06MB\)](#)

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please [download the Adobe Reader](#) in order to view these documents.

How To Order

1. For product and pricing information, visit the [Knight Security Systems, LLC](#) website or contact [Bob Minchew](#) at 5128928801. Reseller Vendors are also available through this contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order made payable to Knight Security Systems, LLC or any Reseller Vendor listed

[Show more](#)

Available Brands (27 total)

Aiphone
 Allegion
 Altronix
 Assa Abloy
 Axis Communications
 BCDVideo
 Bosch
 BriefCam
 Commend
 DMP
 Edwards Vigilant
 Feenics
 Genetec
 Hanwha/Samsung
 IP Video Corp
 Knight Security Systems
 Lenel
 Life Safety Power
 Milestone
 Open Options
 Pivot3
 Qognify
 razberi
 Services
 Tripp Lite

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DIR-CPO-4494, Contract Detail

Windy City Wire
Zyxel Communications

Show less

Available Products & Services (1 total)

Surveillance, Security and Monitoring

Show more

Commodity Codes (31 total)

207-10 - Batteries, Computer and Peripheral

207-14 - Battery Chargers, Computer and Peripheral

207-32 - Computer Instructional Aids and Training Devices

207-67 - Power Supplies: Surge Protectors, Uninterruptible Power Supplies, Switches, etc.

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**Department of
Information Resources**
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Austin, TX 78701 | 512.475.4700

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STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Consider a Resolution approving and adopting the City of Duncanville Investment Policy.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:

Richard Summerlin, CPA, CGFO

Finance Director

BACKGROUND/HISTORY:

The Investment Policy provides guidance regarding investments and internal controls surrounding investment activity. Our investment advisors, Valley View Investments, review our policy annually to insure compliance with the Public Funds Investment Act (PFIA). The contract with Valley View Investments is renewed periodically by Council. The policy presented for Council consideration contains minor wording changes and both a "red-line/marked change" version and a clean version are provided for Council review. Some of the minor changes include deletion of the second bullet in Section 2.2.2 to be in compliance with PFIA. Other changes include substitution of the word Officers for officials in Section 4.4. Other minor changes include the addition of accepted insurance of deposits by the National Credit Union Share Insurance Fund in Section 6.1.4.

POLICY EXPLANATION:

The Investment Policy is reviewed annually by the City's investment advisors for compliance with PFIA and the Finance Director for any other process and wording changes. The Investment Policy is then presented to the City Council for review and approval. The authorized and trained (Semi-Annual PFIA training) investment officers for the City are Finance Director Richard Summerlin and Assistant Finance Director Tia Pettis. Internal controls require all funds being invested be approved by the City Manager or Assistant City Manager via automated workflow in our accounts payable module contained in our financial software.

FUNDING SOURCE:

N/A

Contract Log #:

N/A

RECOMMENDATION:

Staff recommends approval of a Resolution approving and adopting the City of Duncanville Investment Policy.

ATTACHMENTS:

[Attachment 1 - Investment Policy 2020 09 03 Duncanville Proposed](#)

[Investment Policy 10-01-2020 Resolution](#)

[Investment Policy 2020 09 03 Duncanville Proposed No Markup](#)

ATTACHMENT 1

CITY OF DUNCANVILLE, TEXAS

INVESTMENT POLICY

October 2020 – September 2021

Prepared by the Finance Department

ATTACHMENT 1

**CITY OF DUNCANVILLE, TEXAS
INVESTMENT POLICY**

PREFACE

It is the policy of the City of Duncanville (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, and adopted Investment Policy. The City will invest public funds in a manner which will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code [the "Act"]) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement to define, adopt and review a formal investment strategy and policy.

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CITY OF DUNCANVILLE INVESTMENT POLICY

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Attachments:

- A. Investment Strategy Statement
- B. Certification of Business Organization Sample Form
- C. Authorized Broker/Dealers

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INVESTMENT POLICY

1. **PURPOSE.** The purpose of this investment policy (the Policy) is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety, liquidity, rate of return, and public trust for all investment activities.

2. **INVESTMENT STRATEGY.** The City maintains a comprehensive and proactive cash management program which is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of Investment Officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of alternatives offering independent returns. This strategy uses financial institution demand deposits and local government investment pools to achieve cash equivalent liquidity. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1. **The primary investment strategy and objectives** of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- A market rate of return on the investment portfolio; and
- Public trust.

2.2. **The list of investments authorized** by this Policy intentionally excludes some investments allowed by State law. The restrictions limit possible credit risk, increase individual security marketability, and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time, based upon a cash requirement projection, the City will consider the following strategies:

2.2.1. **Strategy No. 1.** Maintaining liquidity through the use of financial institution ~~demand~~ deposits, local government investment pools and money market mutual funds as authorized by ~~the City Council~~ this Policy. An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority match those objectives of the Act. Funds are usually available from investment pools on a next-day basis, meaning the pools

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have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by State law. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Strategy No. 2.** Building a ladder of Investment Policy authorized investments with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- ~~It represents the safest option of all possible investment alternatives;~~
- All investments remain within the approved maturity horizon;
- It will assure the City that it will capture a reasonable portion of the yield curve; and,
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Strategy No. 3.** Utilizing the services of an independent, third-party investment advisor on a periodic basis that would enable the City to achieve a competitive rate of return on the funds available for longer-term investment.

2.2.4. **Strategy No. 4.** The City will utilize five general investment strategies designed to address the unique characteristics of specific fund-types (detailed strategies are presented in Attachment A):

- Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio which will experience minimal volatility during economic cycles.
- Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s).
- Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund.
- Investment strategies for special projects and capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.
- The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law. During the temporary period, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and

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market conditions to achieve compliance with the applicable regulations.

2.2.5. **Strategy No. 5 - Hold until Maturity.** The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell or redeem an investment prior to maturity. Should it become necessary to sell or redeem an investment prior to maturity, the prior written consent of the City Manager must be obtained.

2.2.6. **Strategy No. 6 - Pooling of Deposits and Investments.** Most demand deposits of the City will be concentrated with one central depository. This procedure will maximize the City's ability to pool cash for investment purposes, and provide more manageable banking relationships.

2.2.7. **Strategy No. 7 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a primary depository contract which will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.8. **Strategy No. 8 - Single Pooled Fund Group.** A single pooled fund group, as defined in this Policy, may be utilized at the discretion of the Investment Officers. However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.

2.2.9. **Strategy No. 9 - Maximizing Investible Cash Balances.** Procedures shall be established and implemented in order to maximize investible cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. **SCOPE.** The Investment Policy shall govern the investment of all financial assets considered to be part of the City and includes the following separately invested funds or fund types: General Fund, Utility Fund, Debt Service Fund, Capital Projects Fund, Self-Insurance Funds, Asset Forfeiture Fund, Special Revenue Funds, and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This Policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. In addition to this Policy, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. **INVESTMENT OBJECTIVES.** Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written

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administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1. **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized investments as defined in this Policy, by qualifying the financial institutions with which the City will transact, and by portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.2. **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. An investment may be liquidated or redeemed prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.3. **Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner which seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4. **Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment ~~officials-Officers~~ shall avoid any transaction which might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All ~~officials- City employees of the City~~ having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. **INVESTMENT RESPONSIBILITY.** As provided in this Policy, the daily operation and management of the City's investments are the responsibility of the following persons.

5.1 **Delegation of Authority.** The City Manager, Assistant City Manager, Finance Director, and Assistant Finance Director shall be Investment Officers and are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Finance Director, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. ~~All persons~~

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~~involved in investment activities will be referred to in this Policy as "Investment Officials."~~
No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of ~~involved City employees~~~~subordinate Investment Officials~~. The system of controls shall be designed to provide reasonable assurance that ~~ensures the~~ assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and,
- (2) the valuation of costs and benefits requires estimates and judgments by management.

The Finance Director shall be designated as the primary Investment Officer for the City and shall be responsible for investment decisions and activities under the direction of the City Manager. The Finance Director may delegate any phase of the investment program to the Assistant Finance Director. However, ultimate responsibility for investment decisions will rest with the Finance Director. Commitment of financial and staffing resources in order to optimize investment return through active portfolio management shall be the responsibility of the City Council.

5.2 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent person" rule, which states, "investments shall be made with judgment and care, under ~~circumstances then~~ prevailing ~~circumstances, which that a~~ persons of prudence, discretion and intelligence ~~would~~ exercise in the management of the ~~person's~~ own affairs, not for speculation, but for investment, considering the probable safety of ~~their~~ capital ~~as well as~~ and the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 The investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written ~~Investment~~ Policy and procedures of the City.

5.3 **Due Diligence.** The Investment Officer, acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. ~~All Investment Officials involved in investment transactions will be bonded.~~

5.4 **Ethical Standards and Conflicts of Interest.** All City ~~Investment Officials~~~~employees~~ having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of

ATTACHMENT 1

interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with a depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity (affiliation) to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5 **Training.** The City shall provide periodic training in investments for the Investment Officers through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officers making investment decisions in compliance with the Act. The Investment Officers shall attend a training session(s) containing a total of accrue at least ten (10) hours of instruction relating to the Officer's responsibility under the Act within twelve (12) months after assuming duties, and attend an investment training session(s) not less than once every two years, that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, receiving accrue an additional eight (8) hours of total training. The Government Finance Officers Association, Government Finance Officers' Association of Texas, the Government Treasurers' Organization of Texas, the Texas Municipal League, the University of North Texas, and the North Central Texas Council of Governments are approved as independent training sources.

6. **AUTHORIZED INVESTMENTS.** As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk - credit risk and interest rate risk. Credit risk is the risk associated with the failure of an investment issuer or backer. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

At least quarterly, the Investment Officers shall monitor market values and issuer ratings obtained from independent news sources, business organizations or portfolio reporting services. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, the City is not required to liquidate investments that were authorized at the time of purchase.

6.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments is as follows:

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6.1.1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding mortgage-backed securities.

6.1.2. Direct obligations of the State of Texas, or its agencies and instrumentalities.

6.1.3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, but excluding mortgage-related securities.

6.1.4. Financial Institution Deposits. Certificates of deposit and other evidences of deposit at a financial institution that: a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or National Credit Union Share Insurance Fund or its successor, b) is secured in a manner and amount provided by law and in accordance with 10.2 Collateralization, or c) is executed through a depository institution or broker that meets the requirements of the Act.

6.1.5. Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council;
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;
- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than “AAA” or “AAA-m” or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool’s investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
- the pool’s investment philosophy and strategy are consistent with this Policy.

6.1.6. Repurchase Agreements, Reverse Repurchase Agreements, Bankers’ Acceptances, and Commercial Paper. These investments are authorized for the

ATTACHMENT 1

City to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests. Only fully collateralized direct repurchase agreements with the City's Bank Depository are authorized City investments. All City repurchase agreement transactions shall be governed by a signed repurchase agreement. Repurchase agreements must also be secured in accordance with State law as described in Section 10.

6.1.7. Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity in compliance with regulations;
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.0000) per share; and
- the fund is continuously rated no lower than "AAAm" or an equivalent rating by at least one nationally recognized rating service.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

6.2. Investment Instruments NOT Authorized. State law specifically prohibits investment in the following securities:

6.2.1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

6.2.2. An obligation whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

6.2.3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

6.2.4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of investments, where appropriate.

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The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term investments in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow (including the anticipated cash flow requirements of bond proceeds within the temporary period), the City will not directly invest in investments maturing more than two (2) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, or single pooled fund group if utilized, shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than two hundred seventy (270) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed two (2) years.

8. AUTHORIZED BROKER/DEALERS AND INSTITUTIONS. Financial institutions (federally insured banks) with and through whom the City invests shall be authorized by State laws and this Policy. Broker/dealers and investment advisors authorized to provide investment services to the City shall include only those authorized by the City Council. All primary depository banking services will be governed by a depository contract awarded by the City Council. In addition, the Director of Finance shall maintain a list of authorized brokers/dealers and investment pools that are authorized by the City Council. In order to create a competitive pricing environment for each investment transaction, the City shall compare alternatives from multiple authorized investment providers.

8.1 All organizations with whom the City does investment-related business (including financial institutions, broker/dealers, advisors, and pools) must supply the following, as appropriate: (1) audited financial statements; (2) proof of Financial Industry Regulatory Authority (FINRA) certification; (3) proof of State registration; (4) completed broker/dealer questionnaire.

Local government investment pools and discretionary investment management firms shall provide certification of having read the City's Investment Policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization in accordance with the Act.

8.2 **Primary Depository.** Selection Criteria for Primary Depository shall include the following: (1) the financial institution must be insured by the Federal Deposit Insurance Corporation (FDIC); (2) the financial institution must be incorporated under the laws of

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the State of Texas or of the United States of America; and (3) the financial institution must be located within the corporate boundaries of the City. Primary Depositories located outside the City limits, but within Dallas County may be eligible, provided the financial institution maintains a place of business within the State of Texas and offers within the State the services required by the primary depository services contract; and the City Council has adopted a written policy expressly permitting the consideration of applications received by the City from a financial institution that is located within-outside the City, after taking into consideration what is in the best interest of the City in establishing a primary depository.

8.3 **Monitoring Investments.** The Investment Officers of the City are responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. **DELIVERY VERSUS PAYMENT.** It is the policy of the City that all security transactions entered into with the City shall be conducted on a “**DELIVERY VERSUS PAYMENT**” (DVP) basis through the Federal Reserve System, or similar system. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize its safekeeping bank to release funds only after the safekeeping bank has received the purchased security in the safekeeping account of the City.

10. **SAFEKEEPING AND COLLATERALIZATION**

10.1 **Safekeeping and Collateralization.** All securities owned by the City shall be held by a third-party safekeeping agent selected by the City. The collateral for bank deposits will be held and pledged to the City in the bank's trust department, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure uninsured deposits.

10.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a financial institution. The market value of the investments securing the deposit of funds shall be at least equal to 102% of the amount of the deposits of funds plus accrued interest, with the exception of deposits secured with irrevocable letters of credit at 100% of amount, reduced to the extent that the deposits are insured by the ~~Federal Deposit Insurance Corporation (FDIC)~~. Securities pledged as collateral shall be held by an independent third-party with whom approved by the City and governed by ~~has~~ a current custodial agreement. The agreement is to specify the acceptable securities as collateral, including provisions relating to possession of the collateral, the substitution or release of securities, ownership of securities, and the method of valuation of securities.

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The agreement must clearly state that the custodial bank is instructed to release pledged securities to the City in the event the City has determined that the depository bank has failed to pay as requested by the City, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of pledge, e.g., pledge receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five (5) years must be approved by an Investment Officer before the transaction is completed. Release of collateral ~~or substitution of securities~~ must be approved in writing by an Investment Officer.

10.2.1 The City may accept the following securities as collateral for financial institution deposits:

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- secured by obligations that are eligible for pledge as described in the Public Funds Collateral Act: or
- secured by a letter of credit issued by the United States or its agencies and instrumentalities, ~~expiring at least two business days past the anticipated withdrawal of the deposit.~~

10.2.2 Financial institutions with which the City invests or maintains other deposits shall provide monthly, and as requested by an Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, CUSIP, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

10.2.43 **Collateralized Deposits.** Consistent with the requirements of State law, the City requires all financial institution deposits to be federally insured or collateralized with eligible ~~securities~~ instruments. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

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11. **INTERNAL CONTROL.** The Director of Finance shall establish a system of written internal controls. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established Investment Policy.

12. **PERFORMANCE.** The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and cash flow requirements of the City. This Investment Policy establishes "weighted average yield to maturity" as the standard portfolio performance measurement.

13. **REPORTING.** The Director of Finance shall submit a quarterly investment report, signed by all Investment Officers, that summarizes current market conditions, economic developments, and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter and describe the portfolio in terms of investments, maturities, risk characteristics, and shall explain the investment return for the quarter.

13.1 **Annual Report.** ~~Within 180 days of the end of the fiscal year, t~~The Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. In conjunction with the annual audit, the quarterly reports prepared by the Director of Finance shall be formally reviewed by the City's independent auditor, and the result of the review shall be reported to the City Council by that auditor. Said results may be included in the full annual audit report.

13.2 **Methods.** The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to this Policy. The report will be provided to the City Council. The report will include the following:

13.2.1 A listing of individual investments held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;

13.2.2. Book and market value of each separately invested asset at the end of the reporting period by type of asset and fund type invested;

13.32.43 Fully accrued interest for the reporting period;

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13.~~32.54~~ Average weighted yield to maturity of the portfolio as compared to applicable benchmarks;

13.~~32.65~~ Listing of investments by maturity date;

13.~~32.76~~ The percentage of the total portfolio which each type of investment represents; ~~and~~

13.~~32.87~~ Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council; ~~and~~

~~13.3.9 Market yield benchmark comparison of the average 90-day U. S. Treasury Bill auction yield during the reporting period~~[EU1].

14. **INVESTMENT POLICY ADOPTION AND AMENDMENT.** The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations, and needs of the City. The City Council, not less than annually, shall adopt a written instrument stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to either the Policy or strategies.

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Attachment A

**CITY OF DUNCANVILLE, TEXAS
Investment Policy**

Investment Strategy Statement

Operating Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

City of Duncanville Internal Investment Pool

Suitability - Any investment eligible in the Investment Policy is suitable for the Internal Investment Pool.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing weighted average days to maturity for the Internal Investment Pool to less than 270 days and restricting the

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maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity – The Internal Investment Pool has moderate liquidity needs. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

Debt Service Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions influence the attractiveness of fully extending a maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may

ATTACHMENT 1

provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment's market risk if the City's debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or two years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

Marketability - Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Liquidity - Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City's debt holders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

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Special Project and Capital Project Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Special Project and Capital Project Funds.

Safety of Principal – All investments will be of high quality with no perceived default risk. Market fluctuations may occur. However, by restricting the maximum maturity to two years and by managing Special Project and Capital Project Funds to balance the short term and long term anticipated cash flow requirements, the market risk of the portfolio will be minimized.

Marketability - The balancing of short-term and long-term cash flow needs requires the short-term portion of the Special Project and Capital Project Funds portfolio to have securities with active and efficient secondary markets. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market. Securities with less active and efficient secondary markets are acceptable for the long-term portion of the portfolio.

Liquidity - Special Project and Capital Project Funds used as part of a CIP plan or scheduled repair and replacement program are reasonably predictable. However, unanticipated needs or emergencies may arise. Selecting Investment maturities that provide greater cash flow than the anticipated needs will reduce the liquidity risk of unanticipated expenditures.

Diversification - Investment maturities should blend the short-term and long-term cash flow needs to provide adequate liquidity, ~~and~~ yield enhancement and stability. A “barbell” maturity ladder may be appropriate.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio structures is the desired objective. -The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

Bond Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Bond Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Bond Funds to not exceed the shorter of two years or the anticipated expenditure schedule the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage

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point will define an efficient secondary market.

Liquidity – Bond Funds used for capital improvements programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Cash equivalent investments will provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for construction, loan and bond proceeds. Generally, when investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective for non-borrowed funds.

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Attachment B

**CITY OF DUNCANVILLE, TEXAS
Investment Policy**

**[SAMPLE]
TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of the City of Duncanville, Texas (the "City") and _____ (the Business Organization), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the City as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, ~~or~~ requires an interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the Business Organization has accepted discretionary investment authority.

Qualified Representative of Business Organization

Firm: _____

Signature _____

Printed Name: _____

Title: _____

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Date: _____

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Attachment C

CITY OF DUNCANVILLE, TEXAS
Authorized Broker/Dealers

1. Duncan Williams
2. FTHN Financial ~~(formerly Coastal Securities)~~
3. Hilltop Securities
4. Multi-Bank Securities ~~(MBS)~~
5. Great Pacific Securities
6. Wells Fargo

RESOLUTION NO. 2020-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AND ADOPTING THE CITY OF DUNCANVILLE INVESTMENT POLICY.

WHEREAS, the City of Duncanville reviews its Investment Policy annually; and,

WHEREAS, as a result of such review the City has determined that sound fiscal management requires the management of municipal funds in order to protect principal while maximizing yield.

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

SECTION 1. That the City of Duncanville Investment Policy attached hereto as Exhibit A is hereby approved and adopted.

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

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

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 17th day of November, 2020.

CITY OF DUNCANVILLE, TEXAS

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF DUNCANVILLE, TEXAS

INVESTMENT POLICY

October 2020 – September 2021

Prepared by the Finance Department

**CITY OF DUNCANVILLE, TEXAS
INVESTMENT POLICY**

PREFACE

It is the policy of the City of Duncanville (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, and adopted Investment Policy. The City will invest public funds in a manner which will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code [the "Act"]) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement to define, adopt and review a formal investment strategy and policy.

**CITY OF DUNCANVILLE
INVESTMENT POLICY**

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Attachments:

- A. Investment Strategy Statement
- B. Certification of Business Organization Sample Form
- C. Authorized Broker/Dealers

INVESTMENT POLICY

1. **PURPOSE.** The purpose of this investment policy (the Policy) is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety, liquidity, rate of return, and public trust for all investment activities.

2. **INVESTMENT STRATEGY.** The City maintains a comprehensive and proactive cash management program which is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of Investment Officers. The allowable investment instruments as defined in Section 6 of this Policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of alternatives offering independent returns. This strategy uses financial institution demand deposits and local government investment pools to achieve cash equivalent liquidity. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1. **The primary investment strategy and objectives** of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- A market rate of return on the investment portfolio; and
- Public trust.

2.2. **The list of investments authorized** by this Policy intentionally excludes some investments allowed by State law. The restrictions limit possible credit risk, increase individual security marketability, and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time, based upon a cash requirement projection, the City will consider the following strategies:

2.2.1. **Strategy No. 1.** Maintaining liquidity through the use of financial institution ~~demand~~ deposits, local government investment pools and money market mutual funds as authorized by ~~the City Council~~this Policy. An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority match those objectives of the Act. Funds are usually available from investment pools on a next-day basis, meaning

the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by State law. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Strategy No. 2.** Building a ladder of Investment Policy authorized investments with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- ~~It represents the safest option of all possible investment alternatives;~~
- All investments remain within the approved maturity horizon;
- It will assure the City that it will capture a reasonable portion of the yield curve; and,
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Strategy No. 3.** Utilizing the services of an independent, third-party investment advisor on a periodic basis that would enable the City to achieve a competitive rate of return on the funds available for longer-term investment.

2.2.4. **Strategy No. 4.** The City will utilize five general investment strategies designed to address the unique characteristics of specific fund-types (detailed strategies are presented in Attachment A):

- Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio which will experience minimal volatility during economic cycles.
- Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s).
- Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund.
- Investment strategies for special projects and capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.
- The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law. During the temporary period, bond proceeds may be invested at an unrestricted yield. After the expiration of the

temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations.

2.2.5. **Strategy No. 5 - Hold until Maturity.** The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell or redeem an investment prior to maturity. Should it become necessary to sell or redeem an investment prior to maturity, the prior written consent of the City Manager must be obtained.

2.2.6. **Strategy No. 6 - Pooling of Deposits and Investments.** Most demand deposits of the City will be concentrated with one central depository. This procedure will maximize the City's ability to pool cash for investment purposes, and provide more manageable banking relationships.

2.2.7. **Strategy No. 7 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a primary depository contract which will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.8. **Strategy No. 8 - Single Pooled Fund Group.** A single pooled fund group, as defined in this Policy, may be utilized at the discretion of the Investment Officers. However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.

2.2.9. **Strategy No. 9 - Maximizing Investible Cash Balances.** Procedures shall be established and implemented in order to maximize investible cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. **SCOPE.** The Investment Policy shall govern the investment of all financial assets considered to be part of the City and includes the following separately invested funds or fund types: General Fund, Utility Fund, Debt Service Fund, Capital Projects Fund, Self-Insurance Funds, Asset Forfeiture Fund, Special Revenue Funds, and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This Policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. In addition to this Policy, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. **INVESTMENT OBJECTIVES.** Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1. **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized investments as defined in this Policy, by qualifying the financial institutions with which the City will transact, and by portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.

4.2. **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. An investment may be liquidated or redeemed prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.

4.3. **Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner which seeks to attain a market rate of return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4. **Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment ~~officials-Officers~~ shall avoid any transaction which might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All ~~officials- City employees of the City~~ having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. **INVESTMENT RESPONSIBILITY.** As provided in this Policy, the daily operation and management of the City's investments are the responsibility of the following persons.

5.1 **Delegation of Authority.** The City Manager, Assistant City Manager, Finance Director, and Assistant Finance Director shall be Investment Officers and are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Finance Director, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. ~~All persons involved in investment activities will be referred to in this Policy as "Investment Officials."~~ No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of ~~involved City employees subordinate Investment Officials.~~ The system of controls shall be designed to provide reasonable assurance that ~~ensures the~~ assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and,
- (2) the valuation of costs and benefits requires estimates and judgments by management.

The Finance Director shall be designated as the primary Investment Officer for the City and shall be responsible for investment decisions and activities under the direction of the City Manager. The Finance Director may delegate any phase of the investment program to the Assistant Finance Director. However, ultimate responsibility for investment decisions will rest with the Finance Director. Commitment of financial and staffing resources in order to optimize investment return through active portfolio management shall be the responsibility of the City Council.

5.2 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent person" rule, which states, "investments shall be made with judgment and care, under ~~circumstances then prevailing~~ circumstances, which that a persons of prudence, discretion and intelligence would exercise in the management of the ~~person's~~ own affairs, not for speculation, but for investment, considering the probable safety of ~~their~~ capital as well as and the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 The investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written ~~investment~~ Policy and procedures of the City.

5.3 **Due Diligence.** The Investment Officer, acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. ~~All Investment Officials involved in investment transactions will be bonded.~~

5.4 **Ethical Standards and Conflicts of Interest.** All City ~~Investment Officials~~employees having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with a depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity (affiliation) to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5 **Training.** The City shall provide periodic training in investments for the Investment Officers through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officers ~~making investment decisions in compliance with the Act.~~ The Investment Officers shall ~~attend a training session(s) containing a total of~~accrue at least ten (10) hours of instruction relating to the Officer's responsibility under the Act within twelve (12) months after assuming duties, and ~~attend an investment training session(s)~~ not less than once every two years, that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, ~~receiving~~accrue an additional eight (8) hours of ~~total~~training. The Government Finance Officers Association, Government Finance Officers' Association of Texas, the Government Treasurers' Organization of Texas, the Texas Municipal League, the University of North Texas, and the North Central Texas Council of Governments are approved as independent training sources.

6. **AUTHORIZED INVESTMENTS.** As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk - credit risk and interest rate risk. Credit risk is the risk associated with the failure of an investment issuer or backer. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law.

These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

At least quarterly, the Investment Officers shall monitor market values and issuer ratings obtained from independent news sources, business organizations or portfolio reporting services. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, the City is not required to liquidate investments that were authorized at the time of purchase.

6.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments is as follows:

6.1.1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding mortgage-backed securities.

6.1.2. Direct obligations of the State of Texas, or its agencies and instrumentalities.

6.1.3. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, but excluding mortgage-related securities.

6.1.4. Financial Institution Deposits. Certificates of deposit and other evidences of deposit at a financial institution that: a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or National Credit Union Share Insurance Fund or its successor, b) is secured in a manner and amount provided by law and in accordance with 10.2 Collateralization, or c) is executed through a depository institution or broker that meets the requirements of the Act.

6.1.5. Eligible Local Government Investment Pools. Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council;
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;

- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c) of the Texas Government Code;
- the pool is continuously rated no lower than "AAA" or "AAA-m" or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool's investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00); and
- the pool's investment philosophy and strategy are consistent with this Policy.

6.1.6. Repurchase Agreements, Reverse Repurchase Agreements, Bankers' Acceptances, and Commercial Paper. These investments are authorized for the City to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests. Only fully collateralized direct repurchase agreements with the City's Bank Depository are authorized City investments. All City repurchase agreement transactions shall be governed by a signed repurchase agreement. Repurchase agreements must also be secured in accordance with State law as described in Section 10.

6.1.7. Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity in compliance with regulations;
- the investment objectives include the maintenance of a stable net asset value of one dollar (\$1.0000) per share; and
- the fund is continuously rated no lower than "AAAm" or an equivalent rating by at least one nationally recognized rating service.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

6.2. Investment Instruments NOT Authorized. State law specifically prohibits investment in the following securities:

6.2.1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

6.2.2. An obligation whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

6.2.3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

6.2.4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. **DIVERSIFICATION.** Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of investments, where appropriate.

The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term investments in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow (including the anticipated cash flow requirements of bond proceeds within the temporary period), the City will not directly invest in investments maturing more than two (2) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, or single pooled fund group if utilized, shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than two hundred seventy (270) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed two (2) years.

8. **AUTHORIZED BROKER/DEALERS AND INSTITUTIONS.** Financial institutions (federally insured banks) with and through whom the City invests shall be authorized by State laws and this Policy. Broker/dealers and investment advisors authorized to provide investment services to the City shall include only those authorized by the City Council. All primary depository banking services will be governed by a depository contract awarded by the City Council. In addition, the Director of Finance shall maintain a list of authorized brokers/dealers and investment pools that are authorized by the City Council. In order to create a competitive pricing environment for each investment

transaction, the City shall compare alternatives from multiple authorized investment providers.

8.1 All organizations with whom the City does investment-related business (including financial institutions, broker/dealers, advisors, and pools) must supply the following, as appropriate: (1) audited financial statements; (2) proof of Financial Industry Regulatory Authority (FINRA) certification; (3) proof of State registration; (4) completed broker/dealer questionnaire.

Local government investment pools and discretionary investment management firms shall provide certification of having read the City's Investment Policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization in accordance with the Act.

8.2 **Primary Depository.** Selection Criteria for Primary Depository shall include the following: (1) the financial institution must be insured by the Federal Deposit Insurance Corporation (FDIC); (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America; and (3) the financial institution must be located within the corporate boundaries of the City. Primary Depositories located outside the City limits, but within Dallas County may be eligible, provided the financial institution maintains a place of business within the State of Texas and offers within the State the services required by the primary depository services contract; and the City Council has adopted a written policy expressly permitting the consideration of applications received by the City from a financial institution that is located within-outside the City, after taking into consideration what is in the best interest of the City in establishing a primary depository.

8.3 **Monitoring Investments.** The Investment Officers of the City are responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. **DELIVERY VERSUS PAYMENT.** It is the policy of the City that all security transactions entered into with the City shall be conducted on a "**DELIVERY VERSUS PAYMENT**" (DVP) basis through the Federal Reserve System, or similar system. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize its safekeeping bank to release funds only after the safekeeping bank has received the purchased security in the safekeeping account of the City.

10. **SAFEKEEPING AND COLLATERALIZATION**

10.1 **Safekeeping and Collateralization.** All securities owned by the City shall be held by a third-party safekeeping agent selected by the City. The collateral for bank deposits will be held and pledged to the City in the bank's trust department, in a Federal Reserve Bank account in the City's name, or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure uninsured deposits.

10.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a financial institution. The market value of the investments securing the deposit of funds shall be at least equal to 102% of the amount of the deposits of funds plus accrued interest, with the exception of deposits secured with irrevocable letters of credit at 100% of amount, reduced to the extent that the deposits are insured by the ~~Federal Deposit Insurance Corporation (FDIC)~~. Securities pledged as collateral shall be held by an independent third-party ~~with whom approved by the City and governed by~~ ~~has~~ a current custodial agreement. The agreement is to specify the acceptable securities as collateral, including provisions relating to possession of the collateral, the substitution or release of securities, ownership of securities, and the method of valuation of securities. The agreement must clearly state that the custodial bank is instructed to release pledged securities to the City in the event the City has determined that the depository bank has failed to pay as requested by the City, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of pledge, e.g., pledge receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five (5) years must be approved by an Investment Officer before the transaction is completed. Release of collateral ~~or substitution of securities~~ must be approved in writing by an Investment Officer.

10.2.1 The City may accept the following securities as collateral for financial institution deposits:

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- secured by obligations that are eligible for pledge as described in the Public Funds Collateral Act: or
- secured by a letter of credit issued by the United States or its agencies and instrumentalities ~~expiring at least two business days past the anticipated withdrawal of the deposit.~~

10.2.2 Financial institutions with which the City invests or maintains other deposits shall provide monthly, and as requested by an Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, CUSIP, par value, current market value, maturity date, and Moody's or Standard &

Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

10.2.43 **Collateralized Deposits.** Consistent with the requirements of State law, the City requires all financial institution deposits to be federally insured or collateralized with eligible ~~securities~~ instruments. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

11. **INTERNAL CONTROL.** The Director of Finance shall establish a system of written internal controls. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established Investment Policy.

12. **PERFORMANCE.** The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and cash flow requirements of the City. This Investment Policy establishes "weighted average yield to maturity" as the standard portfolio performance measurement.

13. **REPORTING.** The Director of Finance shall submit a quarterly investment report, signed by all Investment Officers, that summarizes current market conditions, economic developments, and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter and describe the portfolio in terms of investments, maturities, risk characteristics, and shall explain the investment return for the quarter.

13.1 **Annual Report.** ~~Within 180 days of the end of the fiscal year, t~~he Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. In conjunction with the annual audit, the

quarterly reports prepared by the Director of Finance shall be formally reviewed by the City's independent auditor, and the result of the review shall be reported to the City Council by that auditor. Said results may be included in the full annual audit report.

13.2 **Methods.** The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to this Policy. The report will be provided to the City Council. The report will include the following:

13.2.1 A listing of individual investments held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;

13.2.2. Book and market value of each separately invested asset at the end of the reporting period by type of asset and fund type invested;

13.32.43 Fully accrued interest for the reporting period;

13.32.64 Average weighted yield to maturity of the portfolio as compared to applicable benchmarks;

13.32.65 Listing of investments by maturity date;

13.32.76 The percentage of the total portfolio which each type of investment represents; and

13.32.87 Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council; and

~~13.3.9 Market yield benchmark comparison of the average 90-day U. S. Treasury Bill auction yield during the reporting period.~~

Commented [EU1]: Compared to applicable benchmarks mentioned in 13.2.4.

14. **INVESTMENT POLICY ADOPTION AND AMENDMENT.** The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations, and needs of the City. The City Council, not less than annually, shall adopt a written instrument stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to either the Policy or strategies.

Attachment A

**CITY OF DUNCANVILLE, TEXAS
Investment Policy**

Investment Strategy Statement

Operating Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

City of Duncanville Internal Investment Pool

Suitability - Any investment eligible in the Investment Policy is suitable for the Internal Investment Pool.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing weighted average days to maturity for the Internal Investment Pool to less than 270 days and restricting

the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity – The Internal Investment Pool has moderate liquidity needs. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

Debt Service Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions influence the attractiveness of fully extending [a](#) maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most

investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment's market risk if the City's debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or two years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

Marketability - Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Liquidity - Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City's debt holders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

Special Project and Capital Project Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Special Project and Capital Project Funds.

Safety of Principal – All investments will be of high quality with no perceived default risk. Market fluctuations may occur. However, by restricting the maximum maturity to two years and by managing Special Project and Capital Project Funds to balance the short term and long term anticipated cash flow requirements, the market risk of the portfolio will be minimized.

Marketability - The balancing of short-term and long-term cash flow needs requires the short-term portion of the Special Project and Capital Project Funds portfolio to have securities with active and efficient secondary markets. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market. Securities with less active and efficient secondary markets are acceptable for the long-term portion of the portfolio.

Liquidity - Special Project and Capital Project Funds used as part of a CIP plan or scheduled repair and replacement program are reasonably predictable. However, unanticipated needs or emergencies may arise. Selecting Investment maturities that provide greater cash flow than the anticipated needs will reduce the liquidity risk of unanticipated expenditures.

Diversification - Investment maturities should blend the short-term and long-term cash flow needs to provide adequate liquidity, and yield enhancement and stability. A “barbell” maturity ladder may be appropriate.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio structures is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

Bond Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Bond Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Bond Funds to not exceed the shorter of two years or the anticipated expenditure schedule the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads”

between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity – Bond Funds used for capital improvements programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Cash equivalent investments will provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for construction, loan and bond proceeds. Generally, when investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective for non-borrowed funds.

Attachment B

**CITY OF DUNCANVILLE, TEXAS
Investment Policy**

**[SAMPLE]
TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of the City of Duncanville, Texas (the "City") and _____ (the Business Organization), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the City as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, or requires an interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the Business Organization has accepted discretionary investment authority.

Qualified Representative of Business Organization

Firm: _____

Signature _____

Printed Name: _____

Title: _____

Page B-1

Date: _____

Attachment C

CITY OF DUNCANVILLE, TEXAS
Authorized Broker/Dealers

1. Duncan Williams
2. F+H Financial ~~(formerly Coastal Securities)~~
3. Hilltop Securities
4. Multi-Bank Securities ~~(MBS)~~
5. Great Pacific Securities
6. Wells Fargo



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Consider a resolution approving the Main Street Corridor Study recommendations for each segment option of Main Street from I-20 to Nance Street and selecting a project as the City's nomination for the Dallas County 7th Call for Projects.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **3. Preserve the Main Street and historic city center area**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**
 - **WorkPlan Item N/A**

STAFF RESPONSIBLE:

BRYAN G. RAMEY II, P.E., Director of Public Works

JACKIE CULTON, P.E., Assistant Director of Public Works

BACKGROUND/HISTORY:

On 06 November 2018, the residents of Duncanville approved \$6.6M in bonds for Proposition B - Street Reconstruction. Of this, \$1.5M was identified for a project at Camp Wisdom & Main St with a potential \$1.5M County Match pending selection during 7th Call for Projects. A project at this location was predicated on feasibility and compatibility with the 7th Call for Project goals.

On 26 April 2019, Dallas County announced the 7th Call for Projects. The Dallas County Mobility Plan Final Comprehensive Summary listed the recommended scoring category goals:

- Regional Mobility
- Environmental Stewardship
- Congestion & Traffic Impacts
- Safety
- Multimodal Connectivity
- Feasibility & Ease of Implementation
- Economic Vitality

On 21 May 2019, Council approved a Project Specific Agreement (PSA) with Dallas County for a Main Street Corridor Study. The scope of the study was the Main St corridor from I-20 south to Center St with particular attention at the intersections at Camp Wisdom & Main, E Davis & Main, and Center & Main. The study would provide recommendations for corridor improvements based on the County goals.

On 19 June 2019, Dallas County hosted the 7th Call for Projects Partnering Workshop which formally opened the window for project submission.

On 27 September 2019, Dallas County hosted the first meeting of the Main Street Corridor Study.

On 18 October 2019, the City nominated the intersection at Camp Wisdom & Main for the 7th Call for Project; however, due to short suspense between start of corridor study and 7th Call project submissions, there was not yet an opportunity to evaluate the Camp Wisdom intersection project against the study goals, receive feedback from railroad, nor examine the full corridor.

On 20 December 2019, City and County Staff conducted an In-Progress Review (IPR) of the Main Street Corridor Study. At the IPR, staff reviewed initial concepts for all three intersections as well as the road segments along the corridor. The challenges at the Camp Wisdom & Main intersection were discussed. BNSF would not support any use of their right of way which limited options at that intersection and recommended solutions for the intersection did not appear to make a competitive 7th Call Project.

On 13 February 2020, City and County Staff conducted an IPR of the Main Street Corridor with the Dallas County Director of Public Works. The County Director of Public Works supported the recommendations for Center & Main and Nance & Main intersections as a viable 7th Call for Project and supported extending the Main Street Corridor Study south to Nance St. She did not feel the intersection at Camp Wisdom & Main was a feasible 7th Call project since the proposed solution did not achieve the goals of the 7th Call, especially in light of the Railroad's non-cooperation. Furthermore, she recommended a Camp Wisdom corridor study before making any plans for the intersection at Camp Wisdom & Main.

On 09 June 2020, the Public Works Director discussed the Main Street Corridor Study with City Council. During this discussion, Council supported adjusting 7th Call Project location from Camp Wisdom Rd to Center St/Nance St area and supported the request for Camp Wisdom Rd Corridor Study. Council also desired additional details on the Main St corridor.

On 16 June 2020, based on City Council feedback, the Public Works Director submitted memos to Dallas County Public Works to request adjusting 7th Call project from Camp Wisdom & Main to Center & Main and Nance & Main and to request partnering with the County for a Camp Wisdom Corridor Study.

On 01 October 2020, City and County Staff conducted an IPR to discuss the corridor study finding prior to briefing Council on 17 November 2020.

During 17 November 2020 Council Briefing Session, Council will receive a briefing on the following topics:

- Make a segment-by-segment analysis of the corridor and propose solutions
- Present a recommendation for the 7th Call project based on feasibility and 7th Call for Projects goals
- Discuss long-term strategy to implement solutions throughout the corridor, including intersection at Camp Wisdom & Main

Following the discussion during the Briefing Session, Staff is requesting Council approve the recommendations of the Main Street Corridor Study as well as select the segment of Main Street for

the Dallas County 7th Call for projects. Below is a summary of the recommendations by road segment along Main Street:

Segment Option 1, Main St from I-20 to Camp Wisdom Rd. For this segment, the Study recommends maintaining the current 4-lane road; however, at time of reconstruction, the road alignment would shift west in order to widen the sidewalk along the east side of Main St from 5' to 10'. This work would occur once the pavement and/or subsurface utilities are deteriorated to the point of replacement.

Segment Option 2, Intersection at Main St and Camp Wisdom Rd. For this segment, the Study recommends a Camp Wisdom Rd Corridor Study before finalizing any plans for this intersection. Due to challenges with BNSF Right-of-way, options are very limited. Bridges over the railroad are infeasible due to high cost and negative impacts to north-south travel along Main St. End state solution would consist of an "at grade" crossing with a more gradual slope.

Segment Option 3, Main St from Camp Wisdom Rd to Davis St. For this segment, the Study recommends reducing the width of Main St from 4-5 lanes to 3 lanes with bike/pedestrian facilities on the east side of the road.

Segment Option 4, Intersection at Main St and Davis St. For this segment, the Study recommends re-stripping the current pavement and improving the pedestrian facilities on the south side of the street.

Segment Option 5, Main St from Davis St to Center St. For this segment, the Study recommends reconfiguring the parking lot along the slip lane on the east of the street in order to accommodate bike facilities between the street and the parking area.

Segment Option 6, Intersection at Main St and Center St - Main St from Center St to Nance St - Nance St from Main St to Santa Fe Trl. For this segment, the Study recommends constructing a roundabout at Main St and Center St and eliminating the Santa Fe Trail connection at this location. A new signalized intersection would be constructed at the intersection of Main St and Nance St. Nance St would be improved so that traffic driving to/from Santa Fe Trail access Main St via Nance St instead of at Center St. Staff anticipates some impact to right-of-way for properties adjacent to the roundabout. Memorial Park appears to be minimally affected and the park would have to shift to the west several feet but would remain in the same area. (The abandoned portion of Santa Fe Trail adjacent to Memorial Park would be incorporated into the new Memorial Park.)

Based on the study, Segment Option 6 is the segment that is most feasible and best meets the goals of the Dallas County 7th Call for Projects.

POLICY EXPLANATION:

City Council selection of the City's project for Dallas County's 7th Call for Projects is required so the project can be included in the Dallas County Commissioner's Court presentation in December 2020. City Council approval of all the recommended Main Street improvements is requested so Staff can plan and budget to execute the improvements in future years.

The resolution currently shows a "blank" for the selected project. Once Council determines the selected project, the City Attorney will amend the resolution texts prior to final signature by the Mayor.

FUNDING SOURCE:

\$1,500,000.00 is allocated from the Street Bond Fund for the project selected for the Dallas County 7th Call for Projects. \$120,000.00 is available in the FY21 Street CIP Fund for sidewalk

improvements at the intersection at Main Street and Davis Street. The remaining street improvements will have to be funded in future budgets. Subsurface utility work that accompanies the street work would be budgeted in the Utility CIP Fund. The FY21 Utility CIP Budget does allocate funds for designing the City Council approved option for the 7th Call for Projects.

Contract Log #:

1463

RECOMMENDATION:

Staff recommends approving the Main Street Corridor Study recommendations for each segment of Main Street from I-20 to Nance Street and selecting the project at _____ as the City's nomination for the Dallas County 7th Call for Projects.

ATTACHMENTS:

[Resolution No. - 2020-094 - Approval of Main St Corridor Study Project Recommendations and Project Selection for Dallas County 7th Call for Projects - Pdf](#)

RESOLUTION NO. 2020-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE MAIN STREET CORRIDOR STUDY RECOMMENDATIONS FOR EACH SEGMENT OF MAIN STREET FROM I-20 TO NANCE STREET AND SELECTING THE PROJECT AT _____ AS THE CITY'S NOMINATION FOR THE DALLAS COUNTY 7TH CALL FOR PROJECTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville residents of Duncanville approved \$6.6M in bonds for Proposition B - Street Reconstruction in November 2018. Of this, \$1.5M was identified for a project at Camp Wisdom & Main St with a potential \$1.5M County Match pending selection during 7th Call for Projects. A project at that location was predicated on feasibility and compatibility with the 7th Call for Project goals; and

WHEREAS, the City of Duncanville and Dallas County entered into a funding agreement for Main Street Corridor Study on May 21, 2019 to identify the segment of Main Street that was most feasible and compatible with the goals of the 7th Call for Projects as well as to present recommendations to improve all segments of the Main Street Corridor between I-20 and Nance Street; and

WHEREAS, the City of Duncanville initially nominated the intersection at Main Street and Camp Wisdom Road for the Dallas County 7th Call for Projects on October 18, 2019 subject to results of the Main Street Corridor Study; and

WHEREAS, the City Council was presented with the initial findings of the Main Street Corridor Study on June 9, 2020; and

WHEREAS, Dallas County is preparing the list of street projects they will partner with the municipalities on as part of their 7th Call for Projects; and

WHEREAS, the City Council was presented with the final report of the Main Street Corridor Study on November 17, 2020; and

WHEREAS, the Study provided recommended improvements for all segments of Main Street between I-20 and Nance St and made a specific recommendation for Duncanville's nomination for the Dallas County 7th Call for Projects of _____.

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 selects _____ as the City's nomination for the Dallas County 7th Call for Projects.

SECTION 2. That the City Council of the City of Duncanville, Texas, hereby approves all recommended improvements for all segments of Main Street between I-20 and Nance Street.

SECTION 3. That the City Council of the City of Duncanville, Texas, hereby authorizes the City Manager or his designee to execute the necessary documents.

SECTION 4. That this Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 17th day of November 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 17 Nov 2020

TITLE:

Receive the Monthly Financial Report as of September 30, 2020 (Preliminary).

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

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

STAFF RESPONSIBLE:

Richard Summerlin, Finance Director

BACKGROUND/HISTORY:

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

POLICY EXPLANATION:

September is the final month in fiscal year 2020 and we would expect revenues and expenditures to be at 100% of their budgets. This report is preliminary and is subject to change pending final accrual entries, fiscal year end closing and the external audit. This report includes fiscal year 2020 revenues and expenditures recorded to date, but some items do not yet reflect the full year of data. Accruals are posted as monies (revenues) or invoices payable (expenditures) are received, which can be up to 60 days after the fiscal year end. Below are financial highlights as of the September 2020 (Preliminary) Financial Report.

General Fund:

- General Fund ending fund balance is \$10.5 million, which is approximately 120 days of operations based on the revised budget.
- Overall General Fund revenues and transfers in are at 99.7% of the budget.
 - Current property tax payments are at 98.6% of the budget. This is 8.7% higher than the same time last year primarily due to increased property values.
 - Sales tax revenue is at 94.5% of the revised budget. The data here reflects eleven months of sales tax revenue from the period of October 2019 through August 2020. Sales tax revenue has declined from the prior year primarily due to the loss of a top sales tax generator in December 2019 and the effect of the COVID-19 pandemic on local businesses starting in March 2020.
 - Franchise fees include four quarters of payments for electric fees; and three quarters of payments for gas, telephone, and cable television fees. Due to enactment of SB1132, one final payment for franchise video fees was received this fiscal year.

- Permits & fees category overall has exceeded the budget due to increases in building permits and emergency medical services.
 - The EMS services cost settlement was received at \$176 thousand. This amount is calculated annually through the Texas Ambulance Supplemental Payment Program to recover costs of unpaid EMS services.
- Municipal court fines and related fees have decreased by -33.6% from last year.
- While overall interest revenue has exceeded the budget, it is -27.8% less than last year due to declining interest rates.
- Recreation fees overall are down by \$107 thousand (-37.8%) from last year due COVID-19 related closures and capacity restrictions.
- Overall General Fund operating expenditures and transfers out are at 93.4% of the budget.
 - The Other (General Fund Non-Org) category is only at 67.4% of the revised budget.
 - This budget included \$168 thousand as a transfer *out* to dissolve the Medical Insurance Fund which was expected to end the year a deficit. The Medical Insurance Fund ended the year in actuals at a surplus fund balance, which resulted in a transfer *in* for the General Fund of \$236 thousand to close out the Medical Insurance Fund. See Medical Insurance Fund Bullet below for additional information.
 - This budget also included a transfer out of \$170 thousand to cover excess COVID-19 related costs. The City has received CARES Act funding which will likely offset these costs, pending end of year calculations.
 - All department categories are at or below their revised expense budgets.

Other Funds:

- The Utility Fund ending fund balance is \$2.1 million (after the reserved fund balance deduction of \$5.0 million for AMI), which is approximately 39 days of operations based on the revised budget.
 - Total utility revenues are at 90.6% of the budget. Water and sewer revenue data in this report reflects eleven months of revenue.
- Total other revenue includes \$327 thousand in refunds from Trinity River Authority as a settle-up payment for prior year wastewater services.
 - While overall interest revenue has exceeded the budget, it is -38.7% less than last year in this fund due to declining interest rates.
 - Total expenditures are at 95.5% of the budget. This includes a full year of payments to both Dallas Water Utilities (water services) and Trinity River Authority (wastewater services).
- The Sanitation Fund has an ending fund balance of \$551 thousand, which is approximately 49 days of operations.
 - Total sanitation revenues are at 92.2% of the budget. This report reflects eleven months of revenues. Garbage rate increases were enacted for fiscal year 2020.
 - Total expenditures are at 94.4% of the budget and include a full year of payments for contracted garbage collection services. The City entered a new contract with Republic Services in fiscal year 2020.
- The Economic Development Fund ending fund balance is \$3.5 million.
 - Sales tax revenue is at 94.5% of the budget. The data here reflects eleven months of revenue.
 - This includes a transfer out (Non-Org expenditures) to the Fieldhouse Fund for \$534 thousand.
- Fieldhouse operating revenues are down by -48.0% from last year due to the temporary closings and limited capacity restrictions of the facility in response to the COVID-19 pandemic.
 - Operating expenditures have also decreased by -24.6% from last year.

- This report includes a transfer in from Economic Development Fund for \$534 thousand to cover the Fieldhouse debt service payment for the same amount.
- Medical Insurance Fund has a zero-ending fund balance due to the dissolution of this fund. The City is now fully insured, so it is no longer necessary to have a separate fund for tracking medical claims. Initially this fund was projected to end the year at a deficit but ended with a positive fund balance of \$278 thousand. This was due to budgeting costs for vacant positions. This surplus fund balance has been proportionately transferred out to respective funds to complete the dissolution. Fixed medical premiums will be charged directly to the related fund/department starting in October 2020.
- A financial update on one-time projects is included as the last page of the financial report.
- The Capital Improvement Projects (CIP) Financial Report is also attached as of September 30, 2020.

FUNDING SOURCE:

N/a

Contract Log #:

N/a

RECOMMENDATION:

There is no City Council action required.

ATTACHMENTS:

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

[CIP Financial Report as of 09-30-20](#)

Attachment 1



**CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT**

Fiscal Year 2019-2020
YEAR-TO-DATE OPERATIONS

AS OF SEPTEMBER 30, 2020

OCTOBER 1, 2019 TO SEPTEMBER 30, 2020

PRELIMINARY- UNAUDITED*

Prepared by
FINANCE DEPARTMENT
11/4/2020

**Figures in this report are preliminary and subject to change based on accruals and final audit entries.*

Attachment 1

CITY OF DUNCANVILLE

FUND BALANCES AT SEPTEMBER 30, 2020

PRELIMINARY- UNAUDITED*

FUND	BEGINNING BALANCE (OCT 1)	REVENUES	EXPENDITURES	RESERVED FOR ONE TIME PROJECTS ¹	ENDING BALANCE YTD
GENERAL FUND	\$12,754,602	\$31,958,335	(\$31,544,634)	(\$2,657,227)	\$10,511,077
UTILITY FUND	\$9,460,358	\$16,684,317	(\$19,023,243)	(\$5,000,000)	\$2,121,432
SANITATION FUND	\$663,456	\$3,764,515	(\$3,876,701)	\$0	\$551,270
ECONOMIC DEVELOPMENT	\$2,985,980	\$2,341,047	(\$1,876,410)	\$0	\$3,450,617
FIELDHOUSE	(\$1,118,698)	\$1,233,018	(\$1,536,195)	\$0	(\$1,421,875)
MEDICAL INSURANCE	(\$250,743)	\$4,087,103	(\$3,836,360)	\$0	(\$0)
COMPREHENSIVE SELF INS	\$711,439	\$487,981	(\$411,471)	\$0	\$787,948

DAYS OF OPERATIONS AT SEPTEMBER 30, 2020

FUND	YTD FUND BALANCE	BUDGETED OPERATING RESERVE # DAYS	BUDGETED OPERATING RESERVE (\$)	YTD ACTUAL # DAYS OF OPERATIONS
GENERAL FUND	\$10,511,077	75	\$6,551,562	120
UTILITY FUND	\$2,121,432	60	\$3,274,700	39
SANITATION FUND	\$551,270	60	\$675,173	49

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

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

*Figures in this report are preliminary and subject to change based on accruals and final audit entries.

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT SEPTEMBER 30, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
51 - TAXES	\$26,025,862	\$27,328,043	\$26,726,213	\$700,351	97.4%
501101 - CURRENT TAXES	\$17,025,215	\$17,270,520	\$17,270,520	\$245,305	98.6%
501102 - DELINQUENT TAXES	\$149,731	\$140,000	\$140,000	(\$9,731)	107.0%
501103 - PENALTIES AND INTEREST	\$153,211	\$120,000	\$120,000	(\$33,211)	127.7%
501201 - STATE SALES TAX CITY PORTION	\$4,653,181	\$5,254,349	\$4,926,462	\$273,281	94.5%
501202 - SALES TAX PROPERTY TAX RELIEF	\$2,326,591	\$2,627,174	\$2,463,231	\$136,640	94.5%
501204 - ALCOHOLIC BEVERAGE TAX	\$53,991	\$76,000	\$55,000	\$1,009	98.2%
501301 - FRANCHISE FEE ELECTRIC	\$1,153,437	\$1,200,000	\$1,100,000	(\$53,437)	104.9%
501302 - FRANCHISE FEE GAS	\$251,027	\$330,000	\$313,000	\$61,973	80.2%
501303 - FRANCHISE FEE TELEPHONE	\$104,913	\$180,000	\$177,000	\$72,087	59.3%
501304 - FRANCHISE FEE CABLE TV	\$122,997	\$130,000	\$130,000	\$7,003	94.6%
501306 - FRANCHISE VIDEO SERV	\$31,570	(\$0)	\$31,000	(\$570)	101.8%
52 - PERMITS & FEES	\$1,691,133	\$1,153,000	\$1,189,500	(\$501,633)	142.2%
502101 - BUILDING PERMITS	\$355,743	\$200,000	\$210,000	(\$145,743)	169.4%
502102 - ELECTRICAL PERMITS	\$19,583	\$12,000	\$11,000	(\$8,583)	178.0%
502103 - SOLICITOR LICENSES	\$2,900	\$2,000	\$500	(\$2,400)	580.0%
502105 - EMERGENCY MEDICAL SERVICE	\$845,960	\$700,000	\$750,000	(\$95,960)	112.8%
502106 - SIGN PERMITS	\$19,890	\$11,000	\$12,000	(\$7,890)	165.8%
502107 - WRECKER AND STORAGE FEES	(\$0)	\$3,000	\$3,000	\$3,000	0.0%
502108 - HEALTH FOOD INSPECTION FEES	\$94,831	\$64,500	\$46,000	(\$48,831)	206.2%
502109 - PLUMBING AND AC PERMITS	\$59,030	\$34,000	\$40,000	(\$19,030)	147.6%
502111 - ZONING & SPEC USE PERMIT	\$4,725	\$8,500	\$8,500	\$3,775	55.6%
502112 - EMS SVCS COST SETTLEMENT	\$176,412	(\$0)	(\$0)	(\$176,412)	
502113 - SMALL CELL/ NETWORK NODE FEES	\$500	(\$0)	\$500	(\$0)	100.0%
502114 - RENTAL PROPERTY REGISTRATION	\$52,035	\$55,000	\$45,000	(\$7,035)	115.6%
502120 - ALARM PERMITS	\$54,924	\$60,000	\$60,000	\$5,076	91.5%
502122 - POOL OR SPA INSPECTION FEE	\$4,600	\$3,000	\$3,000	(\$1,600)	153.3%
53 - FINES	\$414,630	\$508,000	\$516,000	\$101,370	80.4%
503101 - MUNICIPAL COURT FINES	\$301,523	\$360,000	\$380,000	\$78,477	79.3%
503102 - COURT RELATED FEES	\$93,667	\$110,000	\$110,000	\$16,333	85.2%
503103 - SCHOOL CROSSING FEES	\$1,767	\$3,000	\$3,000	\$1,233	58.9%
503201 - LIBRARY FINES	\$5,984	\$20,000	\$8,000	\$2,016	74.8%
503301 - FALSE ALARM FINES	\$11,690	\$15,000	\$15,000	\$3,311	77.9%
54 - INTERGOVERNMENTAL	\$133,327	\$171,000	\$158,000	\$24,673	84.4%
504102 - DISD SCHOOL CROSSING GUARDS	\$22,735	\$41,000	\$30,000	\$7,265	75.8%
504103 - DALLAS COUNTY CROSSING GUARD	\$45,033	\$30,000	\$32,000	(\$13,033)	140.7%
504109 - REIMB FOR REG EMERG MANAGER	\$65,559	\$100,000	\$96,000	\$30,441	68.3%
55 - INTEREST	\$400,153	\$315,000	\$260,000	(\$140,153)	153.9%
505101 - INTEREST ON GOVT POOL INVEST	\$51,839	\$75,000	\$50,000	(\$1,839)	103.7%
505103 - CERT OF DEPOSIT INTEREST	\$246,656	\$80,000	\$90,000	(\$156,656)	274.1%
505106 - MONEY MARKET INTEREST	\$101,659	\$160,000	\$120,000	\$18,341	84.7%
57 - RECREATIONAL FEES	\$175,917	\$311,000	\$210,113	\$34,196	83.7%
507102 - RECREATION FEES	\$152,909	\$306,000	\$187,613	\$34,704	81.5%
507104 - SENIOR CENTER ANNUAL USER FEE	\$2,315	\$5,000	\$3,500	\$1,185	66.1%
507107 - RECREATION CENTER CLASSES	\$7,840	(\$0)	\$6,000	(\$1,840)	130.7%
507108 - RECREATION CENTER SPECIAL EVEN	\$8,421	(\$0)	\$8,000	(\$421)	105.3%
507109 - SENIOR CLASS/TRIPS	\$4,432	\$0	\$5,000	\$568	88.6%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND REVENUES AT SEPTEMBER 30, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
59 - OTHER REVENUES	\$502,879	\$505,880	\$393,659	(\$109,220)	127.7%
509101 - SALE OF FIXED ASSETS	(\$0)	(\$0)	(\$0)	(\$0)	
509102 - GAIN/ LOSS ON SALE FIXED ASSET	(\$0)	\$0	(\$0)	(\$0)	
509105 - SALE OF MATERIALS	\$1,975	\$1,000	\$1,000	(\$975)	197.5%
509201 - INSURANCE RECOVERY	(\$0)	(\$0)	(\$0)	(\$0)	
509501 - COLLECTION OF BAD DEBTS	\$389	\$2,000	\$2,000	\$1,611	19.5%
509502 - MISCELLANEOUS W/O	(\$4,972)	\$100	\$100	\$5,072	-4972.4%
509601 - MISCELLANEOUS	\$135,658	\$58,000	\$65,000	(\$70,658)	208.7%
509602 - CASH OVER AND SHORT	\$126	\$0	(\$0)	(\$126)	
509603 - COPIES	\$10,102	\$18,000	\$18,000	\$7,898	56.1%
509604 - POLICE ACCIDENT REPORTS	\$3,459	\$4,500	\$4,500	\$1,041	76.9%
509606 - AUCTION PROCEEDS	(\$0)	\$5,000	\$5,000	\$5,000	0.0%
509607 - ANIMAL PERMITS	\$20	\$50	\$50	\$30	40.0%
509609 - RETURN CHECK FEES	\$210	\$230	\$230	\$20	91.3%
509611 - SCRAP METAL SALES	(\$0)	(\$0)	(\$0)	(\$0)	
509612 - CITY SERVICES REIMBURSEMENT	\$87,539	\$58,000	\$68,600	(\$18,939)	127.6%
509613 - WORKERS COMP REIMBURSEMENT	\$21,572	\$15,000	\$20,000	(\$1,572)	107.9%
509614 - RENTAL OF TOWER	\$226,939	\$194,000	\$194,000	(\$32,939)	117.0%
509617 - LEASE INCOME	\$12,750	\$150,000	\$12,500	(\$250)	102.0%
509618 - GAS WELL OIL REVENUE	\$7,113	\$0	\$2,679	(\$4,434)	265.5%
81 - OTHER FINANCE SOURCE	\$2,614,435	\$2,614,435	\$2,614,435	(\$0)	100.0%
801102 - TRANSF IN UTILITY FUND WATER	\$1,761,710	\$1,761,710	\$1,761,710	(\$0)	100.0%
801104 - TRANSF IN UTIL FUND SANITATION	\$192,297	\$192,297	\$192,297	(\$0)	100.0%
801108 - TRANSF IN EDC SALES TAX	\$75,613	\$75,613	\$75,613	(\$0)	100.0%
801110 - TRANSF IN HOTEL TAX FUND	\$56,302	\$56,302	\$56,302	(\$0)	100.0%
801150 - TRANSF IN PILOT FRANCHISE TAX	\$528,513	\$528,513	\$528,513	(\$0)	100.0%
Grand Total	\$31,958,335	\$32,906,358	\$32,067,920	\$109,585	99.7%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT SEPTEMBER 30, 2020

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0000 - OTHER	\$1,214,361	\$648,628	\$1,803,038	\$588,677	67.4%
001 - GENERAL FUND NON-ORG	\$1,214,361	\$648,628	\$1,803,038	\$588,677	67.4%
0101 - GENERAL GOVERNMENT	\$2,919,029	\$3,095,929	\$3,124,853	\$205,824	93.4%
01011000 - MAYOR AND COUNCIL	\$103,680	\$136,759	\$134,859	\$31,179	76.9%
01011100 - CITY ADMINISTRATION	\$681,399	\$703,334	\$744,588	\$63,189	91.5%
01011300 - HUMAN RESOURCES	\$316,356	\$336,315	\$316,999	\$643	99.8%
01011400 - INFO TECHNOLOGY	\$790,555	\$790,621	\$814,031	\$23,476	97.1%
01011500 - PUBLIC INFORMATION OFFICE	\$150,661	\$187,338	\$171,328	\$20,667	87.9%
01011600 - PUBLIC LIBRARY	\$876,378	\$941,561	\$943,049	\$66,671	92.9%
0102 - FINANCE	\$1,416,056	\$1,505,201	\$1,465,264	\$49,208	96.6%
01022000 - FINANCE ADMINISTRATION	\$774,225	\$778,218	\$773,323	(\$902)	100.1%
01022300 - MUNICIPAL COURT	\$450,191	\$502,610	\$493,092	\$42,901	91.3%
01022500 - PURCHASING	\$109,157	\$101,913	\$109,582	\$426	99.6%
01022700 - CITY MARSHAL	\$82,484	\$122,460	\$89,268	\$6,784	92.4%
0104 - PARK AND RECREATION	\$3,207,751	\$3,991,412	\$3,480,425	\$272,674	92.2%
01044000 - PARK & REC ADMINISTRATION	\$258,283	\$273,435	\$273,814	\$15,531	94.3%
01044100 - REC PROGRAM ADMIN	\$348,247	\$390,194	\$374,188	\$25,941	93.1%
01044101 - REC PROGRAM CLASSES	\$2,238	\$5,682	\$5,682	\$3,444	39.4%
01044200 - SPECIAL EVENTS ADMIN	\$59,047	\$198,780	\$69,188	\$10,142	85.3%
01044300 - ATHLETIC PROGRAMMING	\$334,044	\$443,575	\$380,575	\$46,531	87.8%
01044500 - HORTICULTURE	\$169,125	\$177,565	\$174,565	\$5,440	96.9%
01044600 - PARK GROUNDS MAINTENANCE	\$1,135,242	\$1,370,696	\$1,171,193	\$35,951	96.9%
01044800 - BUILDING MAINTENANCE	\$751,026	\$890,663	\$856,794	\$105,768	87.7%
01044900 - SENIOR CENTER	\$148,608	\$235,623	\$169,226	\$20,618	87.8%
01044901 - SENIOR CENTER CLASSES	\$1,546	\$4,600	\$4,600	\$3,054	33.6%
01044911 - SENIOR CENTER TRIPS	\$344	\$600	\$600	\$256	57.4%
0105 - POLICE	\$9,184,216	\$9,505,974	\$9,412,163	\$227,947	97.6%
01055000 - POLICE ADMINISTRATION	\$541,167	\$554,675	\$549,301	\$8,135	98.5%
01055100 - PATROL	\$4,706,342	\$4,889,288	\$4,826,063	\$119,721	97.5%
01055200 - CRIMINAL INVESTIGATION	\$1,412,612	\$1,479,462	\$1,441,466	\$28,855	98.0%
01055300 - ANIMAL CONTROL	\$458,535	\$435,033	\$460,351	\$1,816	99.6%
01055400 - SCHOOL GUARDS	\$48,777	\$84,550	\$64,000	\$15,223	76.2%
01055500 - CRIME PREVENTION	\$138,101	\$151,235	\$148,210	\$10,109	93.2%
01055700 - RECORDS	\$1,223,007	\$1,211,653	\$1,232,049	\$9,042	99.3%
01055800 - DETENTION SERVICES	\$310,280	\$319,737	\$319,662	\$9,382	97.1%
01055900 - POLICE SPECIAL SERVICES	\$345,396	\$380,341	\$371,061	\$25,665	93.1%
0106 - PUBLIC WORKS	\$6,541,893	\$6,930,278	\$7,180,523	\$638,630	91.1%
01066000 - ENGINEERING	\$376,434	\$403,059	\$420,435	\$44,002	89.5%
01066100 - BUILDING INSPECTION	\$544,969	\$480,172	\$572,502	\$27,534	95.2%
01066200 - STREET MAINTENANCE	\$3,363,155	\$3,550,038	\$3,602,414	\$239,259	93.4%
01066300 - TRAFFIC OPERATIONS	\$932,199	\$870,772	\$1,030,652	\$98,454	90.4%
01066400 - PLANNING	\$182,978	\$219,433	\$198,098	\$15,121	92.4%
01066500 - CODE SERVICES	\$237,544	\$270,566	\$288,181	\$50,637	82.4%
01066700 - EQUIPMENT SERVICES	\$904,615	\$1,136,239	\$1,068,240	\$163,625	84.7%

Attachment 1

CITY OF DUNCANVILLE

GENERAL FUND EXPENDITURES AT SEPTEMBER 30, 2020

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
0107 - FIRE	\$6,738,027	\$7,009,246	\$6,931,788	\$193,761	97.2%
01077000 - FIRE ADMINISTRATION	\$590,354	\$633,825	\$628,486	\$38,132	93.9%
01077100 - FIRE PREVENTION	\$301,638	\$244,277	\$293,341	(\$8,298)	102.8%
01077200 - FIRE SUPPRESSION	\$4,185,050	\$4,294,259	\$4,215,509	\$30,459	99.3%
01077300 - ADVANCED LIFE SUPPORT	\$1,574,243	\$1,700,743	\$1,658,310	\$84,067	94.9%
01077500 - EMERGENCY MANAGEMENT ADMIN	\$86,741	\$136,142	\$136,142	\$49,401	63.7%
0108 - NON DEPARTMENTAL	\$273,300	\$309,252	\$289,252	\$15,951	94.5%
01088000 - GENERAL NON DEPARTMENTAL	\$273,300	\$309,252	\$289,252	\$15,951	94.5%
0109 - SPECIAL PURPOSES	\$50,000	\$100,000	\$100,000	\$50,000	50.0%
01099000 - SPECIAL PURPOSES	\$50,000	\$100,000	\$100,000	\$50,000	50.0%
Total Operating Expenses & Transfers Out	\$31,544,634	\$33,095,921	\$33,787,307	\$2,242,674	93.4%

*Note- General fund "Total Operating Expenses & Transfers Out" calculation includes the transfer out amounts from General Fund to One-Time projects as reflected in the budget. One-time projects direct expenses are not included in the calculation of General fund balance.

Attachment 1

CITY OF DUNCANVILLE

UTILITY FUND AT SEPTEMBER 30, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
41 - WATER	\$7,314,584	\$8,040,000	\$8,186,000	\$871,416	89.4%
510101 - WATER SALES	\$4,839,250	\$5,300,000	\$5,400,000	\$560,750	89.6%
510102 - WATER TAPS	\$11,030	\$10,000	\$10,000	(\$1,030)	110.3%
510104 - MULTI-FAMILY WATER SALES	\$687,818	\$750,000	\$770,000	\$82,182	89.3%
510105 - COMMERCIAL WATER SALES	\$1,154,586	\$1,350,000	\$1,340,000	\$185,414	86.2%
510106 - WATER SALES OTHER	\$1,364	(\$0)	\$1,000	(\$364)	136.4%
510107 - WATER SALES IRRIGATION	\$477,585	\$480,000	\$510,000	\$32,415	93.6%
510108 - SCHOOL WATER SALES	\$142,950	\$150,000	\$155,000	\$12,051	92.2%
42 - SEWER	\$8,662,930	\$9,183,600	\$9,525,600	\$862,670	90.9%
511101 - SEWER SERVICE	\$6,029,600	\$6,300,000	\$6,500,000	\$470,400	92.8%
511102 - SEWER TAPS	\$2,628	\$3,600	\$3,600	\$972	73.0%
511105 - MULTI-FAMILY SEWER SERVICE	\$1,305,417	\$1,400,000	\$1,455,000	\$149,583	89.7%
511106 - COMMERCIAL SEWER SERVICE	\$1,239,617	\$1,350,000	\$1,450,000	\$210,383	85.5%
511108 - SCHOOL WASTEWATER SALES	\$85,668	\$130,000	\$117,000	\$31,332	73.2%
45 - PENALTIES	\$106,728	\$130,000	\$130,000	\$23,272	82.1%
513101 - PENALTIES	\$106,728	\$130,000	\$130,000	\$23,272	82.1%
54 - INTERGOVERNMENTAL	\$734	(\$0)	\$600	(\$134)	122.4%
504111 - REIMB FOR SUMMIT TANK FROM CH	\$734	(\$0)	\$600	(\$134)	122.4%
55 - INTEREST	\$157,630	\$120,000	\$120,000	(\$37,630)	131.4%
505101 - INTEREST ON GOVT POOL INVEST	\$22,696	\$120,000	\$120,000	\$97,304	18.9%
505103 - CERT OF DEPOSIT INTEREST	\$83,694	(\$0)	(\$0)	(\$83,694)	
505106 - MONEY MARKET INTEREST	\$51,240	(\$0)	(\$0)	(\$51,240)	
59 - OTHER REVENUES	\$441,711	\$143,500	\$455,383	\$13,672	97.0%
509101 - SALE OF FIXED ASSETS	(\$0)	(\$0)	(\$0)	(\$0)	
509301 - REFUNDS FROM TRA	\$326,883	(\$0)	\$326,883	\$	100.0%
509401 - SERVICE CHARGES	\$87,806	\$130,000	\$89,000	\$1,194	98.7%
509601 - MISCELLANEOUS	\$750	\$5,000	\$5,000	\$4,250	15.0%
509602 - CASH OVER AND SHORT	(\$50)	(\$0)	(\$0)	\$50	
509609 - RETURN CHECK FEES	\$3,990	\$5,000	\$5,000	\$1,010	79.8%
509611 - SCRAP METAL SALES	\$3,395	\$3,500	\$3,500	\$105	97.0%
509612 - CITY SERVICES REIMBURSEMENT	\$18,937	(\$0)	\$26,000	\$7,063	72.8%
Grand Total	\$16,684,317	\$17,617,100	\$18,417,583	\$1,733,266	90.6%

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
002 - UTILITY FUND NON-ORG	\$7,413,558	\$7,442,775	\$7,481,089	\$67,531	99.1%
02311000 - UTILITIES ADMINISTRATION	\$385,777	\$391,729	\$403,725	\$17,948	95.6%
02312000 - WATER SERVICES	\$3,999,754	\$4,514,065	\$4,395,520	\$395,766	91.0%
02313000 - WASTEWATER SERVICES	\$6,109,117	\$5,876,545	\$6,366,139	\$257,023	96.0%
02411000 - UTILITIES ACCOUNTING	\$1,115,037	\$1,169,420	\$1,274,620	\$159,583	87.5%
Grand Total	\$19,023,243	\$19,394,534	\$19,921,093	\$897,850	95.5%

Attachment 1

CITY OF DUNCANVILLE

SANITATION FUND AT SEPTEMBER 30, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT IN	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	BUDGET	ANNUAL
					BUDGET
					YTD
43 - GARBAGE	\$3,758,706	\$3,839,934	\$4,077,973	\$319,267	92.2%
512101 - RESIDENTIAL GARBAGE	\$3,054,320	\$3,101,961	\$3,330,000	\$275,680	91.7%
512104 - LANDFILL COMMERCIAL	\$378,793	\$430,000	\$430,000	\$51,207	88.1%
512105 - COMMERCIAL COLLECT FRANCHISE	\$236,659	\$210,000	\$220,000	(\$16,659)	107.6%
512106 - COMMERCIAL GARBAGE	\$88,935	\$97,973	\$97,973	\$9,038	90.8%
55 - INTEREST	\$5,809	\$6,000	\$6,000	\$191	96.8%
505101 - INTEREST ON GOVT POOL INVEST	\$4,336	\$6,000	\$6,000	\$1,664	72.3%
505103 - CERT OF DEPOSIT INTEREST	\$1,473	(\$0)	(\$0)	(\$1,473)	
Grand Total	\$3,764,515	\$3,845,934	\$4,083,973	\$319,458	92.2%

	YTD	ORIGINAL	REVISED	YTD LEFT IN	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	BUDGET	ANNUAL
					BUDGET
					YTD
019 - SANITATION NON-ORG	\$344,869	\$400,697	\$355,887	\$11,018	96.9%
19011000 - SANITATION ADMIN	\$3,292,471	\$3,407,604	\$3,494,662	\$202,191	94.2%
19012000 - LITTER CONTROL CREW	\$239,362	\$260,753	\$256,753	\$17,391	93.2%
Grand Total	\$3,876,701	\$4,069,053	\$4,107,301	\$230,600	94.4%

Attachment 1

CITY OF DUNCANVILLE

ECONOMIC DEVELOPMENT AT SEPTEMBER 30, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT IN	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	BUDGET	ANNUAL
51 - TAXES	\$2,326,591	\$2,627,174	\$2,463,231	\$136,640	94.5%
501203 - ECONOMIC DEVELOPMENT SALES TAX	\$2,326,591	\$2,627,174	\$2,463,231	\$136,640	94.5%
55 - INTEREST	\$14,457	\$16,000	\$21,000	\$6,543	68.8%
505101 - INTEREST ON GOVT POOL INVEST	\$11,435	\$16,000	\$21,000	\$9,565	54.5%
505103 - CERT OF DEPOSIT INTEREST	\$3,021	(\$0)	(\$0)	(\$3,021)	
Grand Total	\$2,341,047	\$2,643,174	\$2,484,231	\$143,184	94.2%

	YTD	ORIGINAL	REVISED	YTD LEFT IN	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	BUDGET	ANNUAL
012 - ECONOMIC DEVELOP NON-ORG	\$609,713	\$609,463	\$611,533	\$1,820	99.7%
12011000 - ECONOMIC DEVELOPMENT ADMIN	\$285,710	\$337,211	\$372,697	\$86,988	76.7%
12011100 - KEEP DUNCANVILLE BEAUTIFUL	\$7,470	\$12,081	\$9,297	\$1,827	80.4%
12011600 - DEBT SERVICE EDC	\$487,599	\$488,413	\$488,413	\$814	99.8%
12011700 - SUSTAINABLE BEAUTIFICATION	\$8,961	\$15,000	\$15,000	\$6,039	59.7%
12011800 - BEAUTIFICATION	\$58,218	\$126,472	\$83,899	\$25,681	69.4%
12051000 - DESIGN INCENTIVES	\$24,237	\$160,000	\$160,000	\$135,763	15.1%
12051100 - FAÇADE INCENTIVES	\$22,427	\$25,000	\$25,000	\$2,573	89.7%
12051200 - GRANTS/REBATE INCENTIVES	\$216,077	\$0	\$250,000	\$33,923	86.4%
12052000 - EDC SPECIAL PROJECTS	\$156,000	\$0	\$156,000	\$0	100.0%
Grand Total	\$1,876,410	\$1,773,640	\$2,171,839	\$295,428	86.4%

Attachment 1

CITY OF DUNCANVILLE

FIELDHOUSE FUND AT SEPTEMBER 30, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
48 - SPORTS FACILITY	\$345,061	\$814,100	\$412,885	\$67,824	83.6%
520101 - SPONSORSHIP REVENUE	\$18,485	\$100,500	\$39,230	\$20,745	47.1%
520120 - FOOD SALES	\$109,383	\$202,000	\$101,213	(\$8,170)	108.1%
520130 - BEVERAGE SALES	\$81,225	\$107,000	\$50,988	(\$30,237)	159.3%
520140 - MERCHANDISE REVENUE	\$696	\$5,000	\$4,864	\$4,168	14.3%
520170 - OTHER SPORTS ACTIVITY REV	\$58,967	\$59,600	\$38,765	(\$20,202)	152.1%
520180 - CAMP/AFTERSCHOOL PROG REV	\$40,338	\$276,000	\$140,254	\$99,916	28.8%
520190 - CLASS REVENUE	\$35,967	\$64,000	\$37,571	\$1,605	95.7%
59 - OTHER REVENUES	\$354,107	\$573,371	\$352,267	(\$1,840)	100.5%
509601 - MISCELLANEOUS	\$71,101	\$81,871	\$80,361	\$9,260	88.5%
509602 - CASH OVER AND SHORT	\$404	(\$0)	(\$0)	(\$404)	
509606 - AUCTION PROCEEDS	(\$0)	(\$0)	(\$0)	(\$0)	
509615 - RENTAL	\$17,363	\$56,500	\$41,496	\$24,134	41.8%
509620 - RENTALS- BASKETBALL	\$232,875	\$395,000	\$207,978	(\$24,898)	112.0%
509621 - RENTALS- VOLLEYBALL	\$32,365	\$40,000	\$22,432	(\$9,933)	144.3%
81 - OTHER FINANCE SOURCE	\$533,850	\$533,850	\$533,850	(\$0)	100.0%
801129 - TRANSF IN DCEDC	\$533,850	\$533,850	\$533,850	(\$0)	100.0%
Grand Total	\$1,233,018	\$1,921,321	\$1,299,002	\$65,984	94.9%

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
456 - FIELDHOUSE NON-ORG	\$535,108	\$536,990	\$540,680	\$5,572	99.0%
45601000 - FH ADMIN/OPS	\$863,806	\$1,109,422	\$963,737	\$99,932	89.6%
45602000 - FH CAFÉ/ FOOD COURT	\$123,445	\$175,705	\$139,705	\$16,260	88.4%
45602500 - FH GENERAL STORE	\$108	\$3,750	\$1,250	\$1,142	8.6%
45651100 - FIELDHOUSE CAMPS	\$8,545	\$78,000	\$12,750	\$4,205	67.0%
45651200 - FIELDHOUSE CLASSES	\$493	\$5,110	\$1,110	\$617	44.4%
45651300 - FIELDHOUSE OTHER ACTIVITIES	\$4,691	\$9,550	\$7,550	\$2,859	62.1%
Grand Total	\$1,536,195	\$1,918,527	\$1,666,782	\$130,587	92.2%

Attachment 1

CITY OF DUNCANVILLE

MEDICAL INSURANCE FUND AT SEPTEMBER 30, 2020

REVENUES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
46 - PREMIUMS AND OTHER	\$3,907,092	\$3,562,942	\$3,562,942	(\$344,150)	109.7%
514101 - PREMIUMS EMPLOYEE HEALTH	\$3,040,879	\$2,700,000	\$2,700,000	(\$340,879)	112.6%
514103 - PREMIUMS DEPENDENT HEALTH	\$616,478	\$564,035	\$564,035	(\$52,443)	109.3%
514105 - PREMIUMS COBRA	\$10	(\$0)	(\$0)	(\$10)	
514106 - PREMIUMS RETIREES	\$249,725	\$298,907	\$298,907	\$49,182	83.5%
55 - INTEREST	\$16,063	\$28,000	\$28,000	\$11,937	57.4%
505101 - INTEREST ON GOVT POOL INVEST	\$10,796	\$28,000	\$28,000	\$17,204	38.6%
505103 - CERT OF DEPOSIT INTEREST	\$5,267	(\$0)	(\$0)	(\$5,267)	
59 - OTHER REVENUES	\$41,465	(\$0)	(\$0)	(\$41,465)	
509608 - STOP/LOSS REIMBURSEMENT	\$20,750	(\$0)	(\$0)	(\$20,750)	
81 - OTHER FINANCE SOURCE	\$122,482	\$400,000	\$602,930	\$480,448	20.3%
801901 - TRANSF IN	\$122,482	\$400,000	\$602,930	\$480,448	20.3%
Grand Total	\$4,087,103	\$3,990,942	\$4,193,872	\$106,769	97.5%

EXPENDITURES	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD LEFT IN BUDGET	% OF ANNUAL BUDGET YTD
007 - MEDICAL INSURANCE NON-ORG					
700450 - CONTRACTUAL SERVICES	\$36,372	\$37,080	\$37,080	\$708	98.1%
700904 - MISCELLANEOUS EXPENSE	(\$865)	\$5,000	\$5,000	\$5,865	-17.3%
701103 - EMPLOYEE MED PREMIUM EXPENSE	\$3,304,120	\$3,288,884	\$3,288,884	(\$15,236)	100.5%
701253 - RETIREE MED PREMIUM EXP	\$489,749	\$604,165	\$604,165	\$114,416	81.1%
702101 - ADMINISTRATIVE EXPENSES	\$6,984	\$8,000	\$8,000	\$1,016	87.3%
Grand Total	\$3,836,360	\$3,943,129	\$3,943,129	\$106,769	97.3%

Attachment 1

CITY OF DUNCANVILLE

COMPREHENSIVE SELF-INSURANCE FUND AT SEPTEMBER 30, 2020

	YTD	ORIGINAL	REVISED	YTD LEFT IN	% OF
REVENUES	ACTUAL	BUDGET	BUDGET	BUDGET	ANNUAL
					BUDGET
					YTD
46 - PREMIUMS AND OTHER	\$482,442	\$482,448	\$482,448	\$6	100.0%
514107 - GENERAL FUND CONTRIBUTIONS	\$392,012	\$392,018	\$392,018	\$6	100.0%
514108 - UTILITY FUND CONTRIBUTIONS	\$53,465	\$53,465	\$53,465	(\$0)	100.0%
514109 - HOTEL TAX FUND CONTRIBUTIONS	\$3,667	\$3,667	\$3,667	(\$0)	100.0%
514110 - EDC FUND CONTRIBUTIONS	\$11,988	\$11,988	\$11,988	(\$0)	100.0%
514111 - SANITATION FUND CONTRIBUTIONS	\$9,085	\$9,085	\$9,085	(\$0)	100.0%
514112 - DRAINAGE FUND CONTRIBUTIONS	\$4,890	\$4,890	\$4,890	(\$0)	100.0%
514113 - FIELDHOUSE FUND CONTRIBUTIONS	\$7,335	\$7,335	\$7,335	(\$0)	100.0%
55 - INTEREST	\$5,539	\$6,100	\$5,000	(\$539)	110.8%
505101 - INTEREST ON GOVT POOL INVEST	\$5,539	\$6,100	\$5,000	(\$539)	110.8%
Grand Total	\$487,981	\$488,548	\$487,448	(\$533)	100.1%

	YTD	ORIGINAL	REVISED	YTD LEFT IN	% OF
EXPENDITURES	ACTUAL	BUDGET	BUDGET	BUDGET	ANNUAL
					BUDGET
					YTD
008 - COMPREHENSIVE INSURANCE NONORG					
700446 - INSURANCE PREMIUMS TML	\$297,985	\$299,296	\$300,788	\$2,803	99.1%
700455 - WORKERS COMPENSATION CLAIMS	\$79,781	\$175,000	\$250,000	\$170,219	31.9%
700456 - LIABILITY CLAIMS	\$33,705	\$60,000	\$60,000	\$26,295	56.2%
Grand Total	\$411,471	\$534,296	\$610,788	\$199,317	67.4%

Attachment 1

CITY OF DUNCANVILLE

ONE-TIME PROJECTS AT SEPTEMBER 30, 2020

	DESCRIPTION	DEPT	PROJECT TO DATE ACTUAL	TOTAL PROJECT BUDGET	TOTAL REMAINING BUDGET	PROJECT FINANCIAL STATUS
1	FY18 ZONING ORDINANCE UPDATE	PW	129,099	150,000	20,901	
2	FY18 NEIGHBORHOOD SIGN TOPPERS	GEN GOV	20,000	20,000	-	COMPLETE
3	FY19 ROOF REPLACEMENT	PARKS	653,875	1,637,250	983,375	
4	FY19 SECURITY UPGRADES (CAMERAS)	GEN GOV	141,566	144,000	2,434	COMPLETE
5	FY19 PUBLIC WORKS ERP SYSTEM	PW	177,511	226,000	48,489	
6	FY19 US 67 GATEWAY SIGNAGE	PW	22,800	500,000	477,200	
7	MAIN ST CORRIDOR STUDY	PW	-	150,000	150,000	
8	FY 20 LASERFICHE - GENERAL GOVT RECORDS	GEN GOV	16,315	19,185	2,870	COMPLETE
9	FY 20 SECURITY UPGRADES (CAMERAS)	GEN GOV	-	115,000	115,000	ON HOLD
10	FY 20 LED PANEL CHRISTMAS TREE	PARKS	25,000	25,000	-	COMPLETE
11	FY 20 PYBURN PARK FITNESS EQUIPMENT	PARKS	43,574	50,000	6,426	
12	FY 20 CHILLER REPLACEMENT	PARKS	44,969	44,969	-	COMPLETE
13	FY 20 BI LASERFICHE	PW	-	10,000	10,000	ON HOLD
14	FY 20 FUEL TANKS	PW	11,797	141,508	129,711	
15	FY 20 LED LIGHTING AMPHITHEATRE	PARKS	-	20,000	20,000	ON HOLD
16	FY 20 CENSUS ACTIVITIES (FROM PY SAVINGS)	PW	132	5,000	4,868	COMPLETE
17	FY20 RESERVED FOR P-25 COMPLIANT RADIOS	POL/FIRE	-	350,000	350,000	
TOTAL ONE TIME PROJECT BUDGET			\$1,286,638	\$3,607,912	\$2,321,274	

Unallocated Budget - Savings/(Overages) from Completed Projects

\$85,613

Note: Completed projects are highlighted in yellow.

Attachment 2
CIP PROJECTS AS OF 09-30-2020

CIP PROJECTS	2019 ACTUAL	2020 ACTUAL	PROJECT TO DATE ACTUALS	PROJECT TO DATE BUDGET	STATUS
ALCI - ALLEY CIP					
PWAL00001 - FY18 FOREST HILLS FLAMINGO/GRANADA	\$229,393.89		\$279,183.57	\$293,130.94	COMPLETE
PWAL00002 - FY19 MADRID ALLEY RECONSTRUCTION	\$25,444.88	\$15,221.80	\$40,666.68	\$373,000.00	
PWALDR001 - FY20 DIGITIZE ALLEY/DRAINAGE DWGS		\$0.00	\$0.00	\$10,000.00	
ALCI - ALLEY CIP Total	\$254,838.77	\$15,221.80	\$319,850.25	\$676,130.94	
BWCI - BAG WALL CIP					
PWDR00006 - FY18 BAGWALL PROJECT 279 MERRIBROOK	\$22,859.00		\$35,361.00	\$22,859.00	COMPLETE
PWDR00008 - FY19 BAGWALL - 614 KENSINGTON					
PWDR00008 -CONSTRUCT - -	\$82,584.80		\$82,584.80	\$82,584.80	
PWDR00008 -FUNDING REIMBURSEMENT -	(\$20,646.00)	(\$20,646.40)	(\$41,292.40)	\$0.00	COMPLETE
PWDR00008 - FY19 BAGWALL - 614 KENSINGTON Total	\$61,938.80	(\$20,646.40)	\$41,292.40	\$82,584.80	
BWCI - BAG WALL CIP Total	\$84,797.80	(\$20,646.40)	\$76,653.40	\$105,443.80	
DRCI - DRAINAGE CIP					
PWDR00001 - FY18 FOREST HILLS FLAMINGO DRAINAGE	\$44,917.62		\$44,917.62	\$47,916.99	COMPLETE
PWDR00002 - FY18 LONGWORTH BLVD DRAINAGE IMPROV	\$30,122.00	\$1,800.00	\$31,922.00	\$54,165.00	COMPLETE
PWDR00003 - FY18 WILLOW RUN PARK DRAINAGE IMPRV	\$29,723.50	\$10,584.00	\$40,307.50	\$49,150.00	
PWDR00004 - FY18 LAKESIDE PARK DRAINAGE IMPROV	\$28,340.10	\$4,230.40	\$32,570.50	\$45,190.00	
PWDR00005 - FY18 FERGUSON DRAIN/EROSION/PAVING	\$10,000.00	\$379,658.99	\$389,658.99	\$444,658.74	
PWDR00007 - FY19 MADRID ALLEY RECONSTRUCTION	\$1,275.37	\$11,653.83	\$12,929.20	\$42,929.20	
PWDR00009 - FY19 MEADOWCREEK 370 DRAINAGE IMPRV	\$4,500.00	\$36,030.75	\$40,530.75	\$329,141.00	
DRCI - DRAINAGE CIP Total	\$148,878.59	\$443,957.97	\$592,836.56	\$1,013,150.93	
PBCI - PIPE BURSTING CIP					
PWWW00002 - FY18 PIPEBURSTING PROGRAM	\$1,799,910.41	\$94,732.13	\$1,894,642.54	\$1,894,642.54	COMPLETE
PWWW00013 - FY20 PIPEBURSTING		\$450,854.37	\$450,854.37	\$1,162,258.75	
PBCI - PIPE BURSTING CIP Total	\$1,799,910.41	\$545,586.50	\$2,345,496.91	\$3,056,901.29	

NOTE: The negative amounts are revenues/funding sources. Projects without funding sources listed here are funded through internal funding sources such as Utility CIP funds.

Attachment 2
CIP PROJECTS AS OF 09-30-2020

CIP PROJECTS	2019 ACTUAL	2020 ACTUAL	PROJECT TO DATE ACTUALS	PROJECT TO DATE BUDGET	STATUS
SDCI - STUDY CIP					
PWWR00005 - FY18 WATER MASTER PLAN	\$64,251.00	\$549.00	\$64,800.00	\$64,800.00	
PWWW00003 - FY18 WASTEWATER MASTER PLAN	\$75,655.00	\$2,745.00	\$78,400.00	\$78,400.00	
SDCI - STUDY CIP Total	\$139,906.00	\$3,294.00	\$143,200.00	\$143,200.00	COMPLETE
SKCI - SIDEWALK CIP					
PWST00003 - FY18 SIDEWALK PROGRAM	\$74,268.75		\$74,268.75	\$400,801.00	COMPLETE
PWST00005 - FY19 SIDEWALK PROGRAM					
PWST00005 -CONSTRUCT - -	\$0.00	\$263,322.90	\$263,322.90	\$347,925.00	
PWST00005 -GRANT -FEDERAL -		(\$120,370.00)	(\$120,370.00)	\$0.00	
PWST00005 -TESTING - -	\$0.00	\$0.00	\$0.00	\$1,000.00	
PWST00005 - FY19 SIDEWALK PROGRAM Total	\$0.00	\$142,952.90	\$142,952.90	\$348,925.00	COMPLETE
SKCI - SIDEWALK CIP Total	\$74,268.75	\$142,952.90	\$217,221.65	\$749,726.00	
STCI - STREET CIP					
PWST00006 - FY19 DANIELDALE BIKE FACILITY STUDY	\$27,488.98	\$24,095.93	\$51,584.91	\$51,600.00	
STCI - STREET CIP Total	\$27,488.98	\$24,095.93	\$51,584.91	\$51,600.00	COMPLETE
WRCI - WATER LINE CIP					
PWWR00001 - FY18 CENTER ST & CENTER RIDGE APTS	\$44,867.60	\$1,586,194.29	\$1,731,491.39	\$1,834,077.00	
PWWR00003 - FY18 IRWIN KEASLER WATER MAIN IMPRV	\$114,826.81	\$747,974.93	\$862,801.74	\$930,588.00	
PWWR00004 - FY18 GREENBRIAR ESTATES IMPROVEMENT	\$115,527.45	\$371,990.04	\$487,517.49	\$619,676.50	
PWWR00006 - FY18 FOREST HILLS-S ALEXANDER WTR	\$30,225.00	\$374,614.18	\$404,839.18	\$409,251.74	COMPLETE
PWWR00007 - FY19 LINK DR WATER IMPROVEMENTS	\$36,442.85	\$326,743.09	\$363,185.94	\$392,920.57	
PWWR00008 - FY19 LAKESIDE DR WATER IMPROVEMENTS	\$13,500.00	\$275,489.36	\$288,989.36	\$310,255.00	
PWWR00009 - FY19 COCKRELL HILL WATER IMPROVE	\$0.00	\$42,659.69	\$42,659.69	\$64,233.84	
PWWR00011 - FY19 DANIELDALE MAIN TO 67	\$21,830.13	\$99,261.80	\$121,091.93	\$342,668.55	
PWWR00013 - FY20 MAIN & CAMP WISDOM WTR IMPROVE		\$0.00	\$0.00	\$13,608.34	
PWWR00014 - FY20 HOPKINS - VAN ROWE WATER IMPRV		\$0.00	\$0.00	\$22,000.00	
WRCI - WATER LINE CIP Total	\$377,219.84	\$3,824,927.38	\$4,302,576.72	\$4,939,279.54	

NOTE: The negative amounts are revenues/funding sources. Projects without funding sources listed here are funded through internal funding sources such as Utility CIP funds.

Attachment 2
CIP PROJECTS AS OF 09-30-2020

CIP PROJECTS	2019 ACTUAL	2020 ACTUAL	PROJECT TO DATE ACTUALS	PROJECT TO DATE BUDGET	STATUS
WTCI - WATER TANK CIP					
PWWR00002 - DANIELDALE PUMP STA REHABILITATION	\$105,553.65	\$107,877.75	\$213,431.40	\$2,429,472.00	COMPLETE
PWWR00012 - EMERGENCY GENERATOR @ SUMMIT		\$0.00	\$0.00	\$200,000.00	
PWWT00001 - N MAIN PS PH 2 VFD & SCADA IMPROVE	\$7,970.00		\$826,721.19	\$939,408.00	
PWWT00002 - FY18 MAIN PUMP STA SECURITY CAMERAS	\$73,329.57		\$73,329.57	\$74,002.18	
PWWT00003 - N. MAIN WATER TANK LED LIGHTING		\$13,873.66	\$13,873.66	\$15,000.00	
WTCI - WATER TANK CIP Total	\$186,853.22	\$121,751.41	\$1,127,355.82	\$3,657,882.18	
WWCI - WASTEWATER CIP					
PWWW00001 - FY18 CENTER ST & CENTER RIDGE APTS	\$23,104.40	\$278,331.00	\$340,275.90	\$550,891.00	COMPLETE
PWWW00004 - FY18 FOREST HILLS S ALEXANDER WASTE	\$30,225.00	\$272,161.28	\$302,386.28	\$374,702.64	
PWWW00005 - FY18 GREENBRIAR WASTEWATER IMPROVE	\$74,803.00	\$168,051.30	\$242,854.30	\$438,364.84	
PWWW00006 - FY19 COCKRELL HILL WASTEWATER IMPRO	\$0.00	\$42,659.70	\$42,659.70	\$64,233.84	
PWWW00008 - FY19 DANIELDALE MAIN-67	\$13,253.98	\$60,266.04	\$73,520.02	\$231,492.13	
PWWW00010 - FY20 MAIN/CAMP WISDOM WW IMPRVMTS		\$0.00	\$0.00	\$13,608.34	
PWWW00011 - FY20 MERRILL N REPLACEMENT WW IMPRV		\$0.00	\$0.00	\$15,000.00	
PWWW00012 - FY20 FREEMAN 100-200 BLOCKS WW IMPR		\$0.00	\$0.00	\$10,000.00	
WWCI - WASTEWATER CIP Total	\$141,386.38	\$821,469.32	\$1,001,696.20	\$1,698,292.79	
US67 GATEWAY SIGNAGE PROJECT					
OTPW00004 - FY19 US67 GATEWAY SIGNAGE					
OTPW00004 -CITY - OTP FUNDING			(\$500,000.00)	\$0.00	
OTPW00004 -CONSTRUCT - -	\$0.00	\$0.00	\$0.00	\$490,400.00	
OTPW00004 -DESIGN - -	\$9,600.00	\$13,200.00	\$22,800.00	\$24,000.00	
OTPW00004 - FY19 US67 GATEWAY SIGNAGE Total	\$9,600.00	\$13,200.00	(\$477,200.00)	\$514,400.00	
PWST00002 - US67 LANDSCAPE MASTER PLAN (STREET CIP)					
PWST00002 -DESIGN - -	\$16,229.99		\$102,479.99	\$102,549.99	
PWST00002 -DESIGN -PHASE2 -	\$541.47	\$36,650.00	\$37,191.47	\$49,450.01	
PWST00002 - US67 LANDSCAPE MASTER PLAN Total	\$16,771.46	\$36,650.00	\$139,671.46	\$152,000.00	
US67 GATEWAY SIGNAGE PROJECT TOTAL	\$26,371.46	\$49,850.00	(\$337,528.54)	\$666,400.00	

NOTE: The negative amounts are revenues/funding sources. Projects without funding sources listed here are funded through internal funding sources such as Utility CIP funds.

BOND PROJECTS AS OF 09-30-2020

BOND PROJECTS	2019 ACTUAL	2020 ACTUAL	PROJECT TO DATE ACTUALS	PROJECT TO DATE BUDGET	STATUS
PROPOSITION A - PARK BOND PROJECTS			(\$6,600,000.00)		
PKBD00001 - CITYWIDE TRAILS IMPLEMENTATION					
PKBD00001 -BOND FUNDS- -			(\$1,500,000.00)		
PKBD00001 -CONSTRUCT -PHASE1 -			\$0.00	\$300,000.00	
PKBD00001 -CONSTRUCT -PHASE2 -			\$0.00	\$600,000.00	
PKBD00001 -CONSTRUCT -PHASE3 -			\$0.00	\$600,000.00	
PKBD00001 - CITYWIDE TRAILS IMPLEMENTATION Total	\$0.00	\$0.00	(\$1,500,000.00)	\$1,500,000.00	
PKBD00002 - ROTARY PARKING LOT					
PKBD00002 -BOND FUNDS- -			(\$50,000.00)		
PKBD00002 -CONSTRUCT - -	\$17,405.46		\$17,405.46	\$50,000.00	
PKBD00002 - ROTARY PARKING LOT Total	\$17,405.46	\$0.00	(\$32,594.54)	\$50,000.00	COMPLETE
PKBD00003 - LAKESIDE PARK PAVILION					
PKBD00003 -BOND FUNDS- -			(\$400,000.00)		
PKBD00003 -CONSTRUCT - -		\$335,500.36	\$354,844.49	\$400,000.00	
PKBD00003 - LAKESIDE PARK PAVILION Total	\$0.00	\$335,500.36	(\$45,155.51)	\$400,000.00	
PKBD00004 - HARRINGTON PARK PAVILION					
PKBD00004 -BOND FUNDS- -			(\$400,000.00)		
PKBD00004 -CONSTRUCT - -			\$0.00	\$400,000.00	
PKBD00004 - HARRINGTON PARK PAVILION Total	\$0.00	\$0.00	(\$400,000.00)	\$400,000.00	
PKBD00005 - ARMSTRONG KIDSVILLE AND SPLASHPAD					
PKBD00005 -BOND FUNDS- -			(\$2,250,000.00)		
PKBD00005 -GRANT FUNDS- -			(\$750,000.00)		
PKBD00005 -CONSTRUCT - -		\$2,325.00	\$2,325.00	\$2,025,000.00	
PKBD00005 -DESIGN - -	\$44,550.00	\$162,772.74	\$207,322.74	\$225,000.00	
PKBD00005 - ARMSTRONG KIDSVILLE AND SPLASHPAD Total	\$44,550.00	\$165,097.74	(\$2,790,352.26)	\$2,250,000.00	
PKBD00006 - HARRINGTON IMPROVEMENTS					
PKBD00006 -BOND FUNDS- -			(\$2,000,000.00)		
PKBD00006 -CONSTRUCT - -			\$0.00	\$1,745,000.00	
PKBD00006 -DESIGN - -		\$23,235.65	\$23,235.65	\$320,000.00	
PKBD00006 - HARRINGTON IMPROVEMENTS Total	\$0.00	\$23,235.65	(\$1,976,764.35)	\$2,065,000.00	

NOTE: The negative amounts are revenues/funding sources. Projects without funding sources listed here are funded through internal funding sources such as Utility CIP funds.

BOND PROJECTS AS OF 09-30-2020

BOND PROJECTS	2019 ACTUAL	2020 ACTUAL	PROJECT TO DATE ACTUALS	PROJECT TO DATE BUDGET	STATUS
PROPOSITION B - STREET BOND PROJECTS			(\$6,600,000.00)		
DANIELDALE RD (S MAIN - US 67) BOND					
PWBD00001 -BOND FUNDS- -			(\$3,100,000.00)		
PWBD00001 -CONSTRUCT - -			\$0.00	\$2,834,400.00	
PWBD00001 -DESIGN - -	\$42,880.58	\$194,978.47	\$237,859.05	\$265,587.38	
PWBD00001 - DANIELDALE RD (S MAIN - US 67) BOND Total	\$42,880.58	\$194,978.47	(\$2,862,140.95)	\$3,099,987.38	
DANIELDALE RD (S MAIN - US 67) WATER - INTERNAL CIP FUNDING					
PWWR00011 -CONSTRUCT - -			\$0.00	\$2,038,650.00	
PWWR00011 -DESIGN - -	\$21,830.13	\$99,261.80	\$121,091.93	\$144,835.22	
DANIELDALE RD (S MAIN - US 67) WATER TOTAL	\$21,830.13	\$99,261.80	\$121,091.93	\$2,183,485.22	
DANIELDALE RD (S MAIN - US 67) WASTEWATER - INTERNAL CIP FUNDING					
PWWW00008 -CONSTRUCT - -			\$0.00	\$1,232,638.00	
PWWW00008 -DESIGN - -	\$13,253.98	\$60,266.04	\$73,520.02	\$97,658.80	
DANIELDALE RD (S MAIN - US 67) WASTEWATER TOTAL	\$13,253.98	\$60,266.04	\$73,520.02	\$1,330,296.80	
DANIELDALE RD (S MAIN - US 67) PROJECT TOTAL	\$77,964.69	\$354,506.31	(\$2,667,529.00)	\$6,613,769.40	

NOTE: The negative amounts are revenues/funding sources. Projects without funding sources listed here are funded through internal funding sources such as Utility CIP funds.

BOND PROJECTS AS OF 09-30-2020

BOND PROJECTS	2019 ACTUAL	2020 ACTUAL	PROJECT TO DATE ACTUALS	PROJECT TO DATE BUDGET	STATUS
MAIN STREET BOND PROJECT					
FY19 MAIN ST. CORRIDOR STUDY					
OTPW00005 -OTP FUNDING			(\$150,000.00)	\$0.00	
OTPW00005 -PROJ - -			\$0.00	\$150,000.00	
OTPW00005 - FY19 MAIN ST. CORRIDOR STUDY Total	\$0.00	\$0.00	(\$150,000.00)	\$150,000.00	
MAIN STREET BOND					
PWBD00002 -BOND FUNDS- -			(\$1,500,000.00)		
PWBD00002 -CONSTRUCT			\$0.00	\$1,350,000.00	
PWBD00002 -DESIGN			\$0.00	\$150,000.00	
MAIN STREET BOND Total			(\$1,500,000.00)	\$1,500,000.00	
FY20 MAIN & CAMP WISDOM WTR IMPROVEMENT - INTERNAL CIP FUNDING					
PWWR00013 -DESIGN - -			\$0.00	\$23,000.00	
PWWR00013 -CONSTRUCT			\$0.00	\$377,500.00	
FY20 MAIN & CAMP WISDOM WTR IMPROVEMENT Total		\$0.00	\$0.00	\$400,500.00	
FY20 MAIN/CAMP WISDOM WW IMPRVMTS - INTERNAL CIP FUNDING					
PWWW00010 -DESIGN - -			\$0.00	\$23,000.00	
PWWW00010 -CONSTRUCT - -			\$0.00	\$377,500.00	
FY20 MAIN/CAMP WISDOM WW IMPRVMTS Total		\$0.00	\$0.00	\$400,500.00	
MAIN STREET PROJECT TOTAL		\$0.00	(\$1,650,000.00)	\$2,451,000.00	
CEDAR RIDGE B-STONE/WHEATLAND BOND					
PWBD00003 -BOND FUNDS- -			(\$2,000,000.00)		
PWBD00003 -CONSTRUCT			\$0.00	\$1,800,000.00	
PWBD00003 -DESIGN			\$0.00	\$200,000.00	
CEDAR RIDGE B-STONE/WHEATLAND BOND Total			(\$2,000,000.00)	\$2,000,000.00	
WATER/WASTEWATER IMPROVEMENTS - CEDAR RIDGE (FY 2024-2025) - INTERNAL CIP FUNDING					
WATER/WASTEWATER DESIGN			\$0.00	\$100,000.00	
WATER/WASTEWATER CONSTRUCTION			\$0.00	\$1,000,000.00	
WATER/WASTEWATER IMPROVEMENTS - CEDAR RIDGE TOTAL			\$0.00	\$1,100,000.00	
CEDAR RIDGE PROJECT TOTAL			(\$2,000,000.00)	\$3,100,000.00	

NOTE: The negative amounts are revenues/funding sources. Projects without funding sources listed here are funded through internal funding sources such as Utility CIP funds.

BOND PROJECTS AS OF 09-30-2020

BOND PROJECTS	2019 ACTUAL	2020 ACTUAL	PROJECT TO DATE ACTUALS	PROJECT TO DATE BUDGET	STATUS
PROPOSITION C- FIRE STATION BOND					
PWBD00005 -BOND FUNDS- -			(\$6,000,000.00)		
PWBD00005 -OTHER FUNDS (Bond Interest + Roof replacement project savings)			(\$1,589,217.00)		
PWBD00005 -DESIGN - -		\$97,970.00	\$97,970.00	\$513,400.00	
PWBD00005 -CONSTRUCT - -			\$0.00	\$5,800,000.00	
PWBD00005 -LAND - -	\$23,500.00	\$212,836.58	\$236,336.58	\$600,000.00	
PWBD00005 - FIRE STATION BOND Total	\$23,500.00	\$310,806.58	(\$7,254,910.42)	\$6,913,400.00	
PROPOSITION D - SERVICE CENTER RENOVATION BOND					
PWBD00004 -BOND FUNDS- -			(\$2,400,000.00)		
PWBD00004 -DESIGN - -	\$64,800.00	\$115,200.00	\$180,000.00	\$240,000.00	
PWBD00004 -CONSTRUCT - -			\$0.00	\$2,160,000.00	
PWBD00004 - SERVICE CENTER RENOVATION BOND Total	\$64,800.00	\$115,200.00	(\$2,220,000.00)	\$2,400,000.00	
PWOT20FUEL - FY20 FUEL TANK @ SERVICE CTR					
PWOT20FUEL-CITY FUNDING			(\$175,000.00)		
FUEL TANK OTP PROJ (Other funds expenses)		\$2,602.82	\$2,602.82	\$33,492.00	
FUEL TANK OTP PROJ (General Fund 1x Project Expenses)		\$11,797.18	\$11,797.18	\$141,508.00	
PWOT20FUEL - FY20 FUEL TANK @ SERVICE CTR Total		\$14,400.00	(\$160,600.00)	\$175,000.00	
SERVICE CENTER RENOVATION PROJECT TOTAL	\$64,800.00	\$129,600.00	(\$2,380,600.00)	\$2,575,000.00	

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